



REPUBLIC OF BULGARIA
Ministry of Transport, Information Technology
and Communications

REPUBLIC OF BULGARIA

**MINISTRY OF TRANSPORT, INFORMATION TECHNOLOGY
AND COMMUNICATIONS**

OPEN PROCEDURE NUMBER 111-2/05.07.2018

**FOR DESIGNATION OF A CONCESSIONAIRE AND
AWARDING A WORKS CONCESSION FOR
"CIVIL AIRPORT FOR PUBLIC USE SOFIA"
PUBLIC STATE PROPERTY**

TENDER DOCUMENTS

SOFIA, July 2018

CONTENTS

1.	DEFINITIONS.....	2
2.	INTRODUCTION	6
3.	TENDER PROCEDURE.....	8
4.	BIDDERS	8
5.	TENDER PROCEDURE DOCUMENTATION	11
6.	PREPARATION OF THE APPLICATION AND THE OFFER	16
7.	SUBMISSION OF THE APPLICATION AND THE OFFER.....	18
8.	APPLICATION AND OFFER OPENING AND REVIEW.....	21
9.	DESIGNATION OF CONCESSIONAIRE AND CONCESSION AWARD	26
10.	APPLICABLE REGULATION AND LEGAL PROTECTION	30
11.	END OF THE TENDER PROCEDURE.....	30
	SCHEDULE 1: BID DATA SHEET	31
	SCHEDULE 2: DESCRIPTION OF THE CONCESSION.....	33
	Part 1: Description of the Concession Site.....	33
	Part 2: Title Documents	75
	Part 3: Description of Works and Services in relation to the scope of the Concession and description of the terms of the Concession	78
	SCHEDULE 3: CONTENT OF THE APPLICATIONS AND OFFERS	83
	Part 1: Application	84
	Part 2: Binding Proposal	116
	Part 3: Proposal.....	119
	SCHEDULE 4: REQUIREMENTS FOR THE OFFERS AND EVALUATION	125
	Part 1: Technical Proposal Requirements	125
	Part 2: Financial Proposal	125
	Part 3: Offer Evaluation and Award Criteria	138
	SCHEDULE 5: MINIMUM TECHNICAL REQUIREMENTS	145

1. DEFINITIONS

In these Tender Documents (including schedules), unless the context otherwise requires, capitalized terms shall have the meaning ascribed hereinafter or, where not defined hereinafter, in the draft Concession Agreement (as defined below):

"Acceptable Application and Offer" are the Application and Offer submitted by a Bidder within the Bid Submission Deadline that fully meet all requirements and criteria set out in the Tender Documents pursuant to clause 8.4(b);

"Airport Operator" means either:

- (a) the Bidder; or
- (b) in the event of a Consortium, such member of the Consortium; or
- (c) such third party pursuant to clause 6.2 (*Submission of Evidence from Third Parties*),

which shall meet the operating experience requirements set forth in schedule 3, part 1 (*Application*), paragraph 3(a);

"Annual Concession Fee Amount" means the amount calculated by multiplying the Annual Concession Fee Percentage times the Aggregate Concession Revenue accrued by the Concessionaire in the Concession Year preceding the Concession Year for which the Annual Concession Fee Amount is calculated. The Annual Concession Fee Amount shall be denominated in Euro;

"Annual Concession Fee Percentage" means the percentage as resulting from the Binding Proposal and the Financial Proposal of the Bidders in accordance with schedule 4 (*Requirements for the Offers and Evaluation*), Part 2 (*Financial Proposal*);

"Application" means the form under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) and the relevant documents to be submitted by the Bidders under the Tender Procedure;

"Bid Data Sheet" means the data sheet attached as schedule 1 (*Bid Data Sheet*);

"Bid Submission Deadline" has the meaning assigned thereto in clause 7.3 (*Bid Submission Deadline*);

"Bid Validity Period" means the period during which the Application and the Offer shall remain valid as from the Bid Submission Deadline as set forth in clause 6.6 (*Bid Validity Period*);

"Bidder" means any Economic Operator, or group of Economic Operators forming a Consortium (or another form of association chosen by them), having submitted an Application and an Offer in response to these Tender Documents;

"Binding Proposal" means the binding proposal to be submitted by a Bidder in this Tender Procedure, in compliance with the requirements set out in schedule 3 (*Content of the Applications and Offers*), part 2 (*Binding Proposal*);

"Bulgarian Law" means the Constitution, laws, decisions or regulations and other forms of primary and secondary legislation which are in force in the Republic of Bulgaria, including directly applicable European Union law and the international contracts applicable in the Republic of Bulgaria in accordance with the Constitution;

"Business Day" means a day open for business in the Republic of Bulgaria;

"Civil Aviation Act" means the Civil Aviation Act, promulgated in the Bulgarian State Gazette issue no. 94 of 1 December 1972, as amended from time to time;

"Commission" means the commission, appointed by the Grantor, having the roles and responsibilities provided for by the Concessions Act in relation to the conduct of the Tender Procedure;

"Concessions Act" means the Concessions Act, promulgated in the Bulgarian State Gazette issue no. 96 of 1 December 2017, in force as of 2 January 2018, as amended from time to time;

"Concessions Act Ordinance" means the Ordinance on the Requirements for Determining the Financial and Economic Elements of the Concession approved by the Council of Ministers of the Republic of Bulgaria pursuant to Article 35 of the Concessions Act, promulgated in the Bulgarian State Gazette issue no. 44 of 29 May 2018, as amended from time to time;

"Concession Agreement" means the concession agreement and relevant appendices to be entered into between the Grantor and the Concessionaire, a draft of which is published in the National Concession Register and, for the convenience of the Bidders, on the Project Website;

"Concession Notice" means the notice, by which the Grantor has announced the start of the Tender Procedure and published as set out in clause 2.1(d) (*General Description*);

"Concessionaire" means the Bidder to which the Concession is awarded by virtue of the Tender Procedure, subject to the requirements in these Tender Documents regarding the incorporation of a Project Company (where applicable);

"Confidentiality Undertaking" means the confidentiality undertaking to be signed by an Economic Operator and delivered to the Commission for the purposes of accessing the Data Room;

"Consortium" means the indicative form that two or more Economic Operators ("**group of Economic Operators**" in the meaning of the Concessions Act) may take to submit the Application and the Offer as set forth in clause 4 (*Bidders*). This form is indicated for convenience only in the current Tender Procedure and shall not prevent the Economic Operators from associating in any form chosen by them;

"Consortium Agreement" means the consortium agreement to be entered into by the members of a Consortium pursuant to clause 4.1 (*Rules Applicable to Consortia*) and submitted as part of the Application and the Offer in compliance with schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*). This agreement is named "Consortium Agreement" for convenience only in the current Tender Procedure and shall not prevent the Economic Operators from associating in any form chosen by them;

"Data Room" means the data room whose access will be provided to the interested Economic Operators during the Tender Procedure and comprising information relating to the

Concession and the Airport. The Data Room will include a physical section and an electronic section, as described in clause 5 (*Tender procedure documentation*);

"Decision" means the decision of the Grantor for starting the Tender Procedure being Decision No RK-1 dated 2 July 2018 of the Minister of Transport, Information Technology and Communications;

"Decision of Award" means the decision of the Grantor by which the First Ranking Bidder is designated as Concessionaire in accordance with clause 9.2 (*Decision of Award*);

"Deliverables" means the deliverables set out in schedule 4 (*Requirements for the Offers and Evaluation*) to be provided by the Bidders in the Proposal and which will be evaluated by the Commission in the context of the evaluation of the Offers for the purposes of awarding the Concession;

"Economic Operator" means any natural person or legal person, or other entity, or a group of such persons or entities, including temporary associations of undertakings, which offers the execution of works, the supply of products or the provision of services on the market and which is interested in taking part to the Tender Procedure;

"Financial Proposal" means the financial proposal to be submitted as part of the Proposal in accordance with schedule 3 (*Content of the Applications and Offers*), part 3. (*Proposal*) and schedule 4 (*Requirements for the Offers and Evaluation*);

"First Ranking Bidder" means the Bidder ranked first by the Commission upon completion of the Tender Procedure and which is awarded the Concession;

"Lead Member" means the member of the Consortium designated as such by the Consortium and representing it vis-à-vis the Grantor and the Commission following the submission of the Application and the Offer in accordance with clause 4.1(a);

"Ministry" means the Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria;

"National Concession Register" or "NCR" means the National Concession Register as set out in Article 191 and next of the Concessions Act. For the avoidance of doubt, in the event of any discrepancy between the information published in the NCR lot of this Tender Procedure and on the Project Website, the text published in the lot of this Tender Procedure in the NCR will prevail;

"Notice of Amendment" means a notice approved by the Grantor for amending the Tender Documents in cases where this is allowed and in accordance with the Concessions Act;

"Offer" means jointly the Binding Proposal and the Proposal;

"Offered Annual Concession Fee Amount": means the Annual Concession Fee Amount offered by the Bidders in their Binding Proposal and Financial Proposal in accordance with schedule 4 (*Requirements for the Offers and Evaluation*), Part 3 (*Offer Evaluation and Award Criteria*). The Offered Annual Concession Fee Amount shall be denominated in Euro;

"Open Procedure" means a procedure pursuant to art. 53, paragraph 1 of the Concessions Act in which any Economic Operator has the right to submit the Application and the Offer;

"Ordinance 20/2006" means the Ordinance no. 20 of 24 November 2006 on the certification of the operational requirements of civil airports, airfields, ground service systems and equipment, on licensing of airport operators and ground service operators and on the access to the ground services market at airports, promulgated in the Bulgarian State Gazette issue no. 101 of 15 December 2006, as amended from time to time;

"Participation Guarantee" means the security to be provided by the Bidder in accordance with clause 6.3 (*Participation Guarantee*);

"Participation Guarantee Validity Period" means the period of validity of the Participation Guarantee specified in clause 6.3(b);

"Project Company" means the commercial company to be incorporated in the Republic of Bulgaria, which the First Ranking Bidder may establish, and, in case the First Ranking Bidder is a Consortium, will be required to establish, for the purposes of entering into and executing the Concession Agreement pursuant to clause 9.5 (*Project Company*); which, in case where the Second Ranking Bidder is designated as Concessionaire, shall apply *mutatis mutandis*;

"Project Website" means the website of the Ministry www.concession-sof.bg where all information in relation to the Concession and this Tender Procedure is published, including but not limited to, the Tender Documents, the draft Concession Agreement, registration procedure and access to the Data Room. The Project Website is created only for the convenience of the Bidders in the current Tender Procedure and does not substitute or replace the lot of the procedure in the National Concession Register;

"Proposal" means the part of the Offer comprising of the Technical Proposal and the Financial Proposal to be submitted by a Bidder in this Tender Procedure, in compliance with the requirements set out in schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*) and schedule 4 (*Requirements for the Offers and Evaluation*);

"Second Bidder Selection Notice" means the written notice notified by the Grantor to the Second Ranking Bidder of its election as set forth in clause 9.7(a);

"Second Ranking Bidder" means the Bidder who is ranked second by the Commission compared to the First Ranking Bidder as set forth in clause 9.7(a);

"Shareholder Undertaking" means the undertaking to be provided by the shareholders of the Project Company pursuant to clause 9.4(d), a form of which is attached to the Concession Agreement under Appendix 11A;

"Subcontractor" means each subcontractor indicated by the Bidders in the Application;

"Technical Proposal" means the technical proposal, to be submitted as part of the Proposal in compliance with the requirements set out in schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*) and schedule 4 (*Requirements for the Offers and Evaluation*);

"Tender Documents" means this document and any other documents, together with all schedules to it and the draft Concession Agreement communicated to the Bidders and made available in the lot of this Tender Procedure in the National Concession Register and on the Project Website, as may be amended and supplemented from time to time in accordance with clause 5.3 (*Amendment of Tender Documents*), the documents contained in the Data Room and any other additional documents made available in the course of the Tender Procedure which represent basis for preparing, submitting and evaluating the Application and the Offer;

"Tender Procedure" means the open tender procedure for designating a concessionaire implemented by the Grantor in order to choose a partner (Economic Operator or group of Economic Operators) to be awarded the Concession, in accordance with the provisions of the Concessions Act and the Bulgarian Law;

"Third Party Undertaking" means the undertaking(s) from the party(ies) on whose capabilities and experience the Bidder relied upon in order to meet the requirements of the Tender Procedure pursuant to clause 6.2(a), a form of which is attached to the Concession Agreement under Appendix 11;

2. INTRODUCTION

2.1 General Description

- (a) The Minister of Transport, Information Technology and Communications (hereinafter, the "**Grantor**"), is seeking to designate a Concessionaire and to award a Concession for construction works, more specifically related to the development, construction/upgrade, maintenance, management and operation of the Airport (the "**Concession**"), where the Concessionaire shall also provide and manage Airport Services as set out in the draft Concession Agreement, in consideration of the right to receive the revenues from the provision of these services, whereby assuming the operational risk. The Concession shall be awarded through an open tender procedure in accordance with the Concessions Act, any applicable laws and regulations, and in compliance with the terms and conditions set out in the Tender Documents. The subject matter and the object of the Concession, and the terms for implementation of the Concession, as well as the works and services included in the Concession, are detailed in these Tender Documents, schedule 2 (*Description of the Concession*) thereto and in the Concession Agreement, a draft of which is published in the National Concession Register and on the Project Website.
- (b) Through such process the Grantor endeavours to ensure that the main commercial airport in the Republic of Bulgaria is managed efficiently, effectively, and in strict compliance with international regulations and standards and that its infrastructure, equipment and installations are upgraded, modernized and expanded in an orderly and transparent manner in connection with the growth of the traffic. In such context the Concessionaire will be required to carry out, without limitation, the following activities in compliance and subject to the terms and conditions of the Concession Agreement: operate, maintain, refurbish and expand the Airport; provide and manage Airport Services as set out in the draft Concession Agreement, in consideration of the right to receive the revenues from the provision of these services, whereby assuming the operational risk; pay to the Grantor the Upfront Concession Fee and the Annual Concession Fee Amount; finance, design and build all appropriate new infrastructure; provide any additional services at the Airport, including but not limited to services provided by the Current Operator; return the Airport and its assets to the Grantor upon expiry of the Concession. The Concessionaire will be required to conduct a policy of expansion and consolidation of the market position of the Airport taking into account the conditions of increasing competition on the international and domestic market while complying with IATA "Optimum" Level of Services.
- (c) The Concession shall be implemented through the Concession Site as described in schedule 2 (*Description of the Concession*), part 2. All sensitive information of the Concession Site, Concession Assets and any other information and documentation, which is considered sensitive but is required to be made available to the Economic Operators by the Commission in the context of the Tender Procedure, will be

provided in the Data Room. Rules applicable to the Data Room are set forth in more detail under clause 5.1 (*National Concession Register and Data Room*) below.

- (d) The Grantor has published on 5 July 2018 the Concession Notice No. 2018/S 127-290417 on the Official Journal of the European Union, in respect to the award of the Concession through an Open Procedure. Identical Concession Notice has been published in the lot of the Tender Procedure in the National Concession Register on 5 July 2018.
- (e) An Economic Operator willing to gain access to the Data Room shall register itself on the Project Website and shall deliver to the Ministry a duly executed Confidentiality Undertaking in accordance with the instructions set out in the Project Website.

2.2 Disclaimer

- (a) Each Economic Operator shall be solely responsible for conducting at its own cost its own independent researches, due diligence activities, investigations and for seeking any other independent advice for the purposes of preparing and submitting the Application and the Offer and, in case of award of the Concession, carrying out, as Concessionaire, all works and services, and other activities in the Concession Site, and perform all the obligations provided under the Concession Agreement.
- (b) No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Grantor, the Commission or their advisors, employees, consultants or agents, for the completeness, adequateness or accuracy of any data or other information contained in the Tender Documents or provided during the Tender Procedure (including, without limitation, in the Data Room and the Project Website).
- (c) Each Economic Operator must rely solely on its own independent appraisal, evaluation or valuation of the Concession and its own independent verification of the information available in the lot of the Tender Procedure in the National Concession Register, the Data Room and/or through the Project Website, and any other investigation it may deem necessary.
- (d) All information and documents submitted in response to these Tender Documents becomes the property of the Grantor unless such Application and Offer are returned to the Bidders pursuant to the terms of the Tender Documents.
- (e) In submitting any information in response to these Tender Documents, each Economic Operator certifies that it understands, accepts and agrees to these disclaimers. Nothing contained in any other provision of these Tender Documents, nor any statements made orally or in writing by any person or party, shall have the effect of negating or superseding any of the foregoing disclaimers.

2.3 Estimated Value of the Concession

Pursuant to Articles 27 - 29 of the Concessions Act and the Concessions Act Ordinance the estimated value of the Concession, calculated on the basis of discounted cash flows method applying a discount rate equal to 4% to the estimated Aggregate Concession Revenues generated by the Concessionaire during the entire duration of the Concession (ie 35 years) and comprising of the Airport Charges and any other revenues from other business of the Concessionaire as authorised pursuant to the terms of the Concession Agreement, is equal to Euro 3,465,927,509.03. The estimated value of the Concession including all possible extensions of the Concession Period is equal to Euro 3,898,229,907.50.

2.4 Review Clauses in the Concession Agreement

- (a) Pursuant to Articles 122, 123, 137 and 138 of the Concessions Act, Economic Operators interested in submitting the Application and the Offer shall be aware that the Concession Agreement includes provisions according to which upon occurrence of certain events during the life of the Concession the terms and conditions of the Concession Agreement may be subject to certain amendments. Such provisions include the following: (i) Clause 1.8 (*Index*); (ii) Clause 2.10 (*Concession Period and extension of Concession*); (iii) Clause 2.11 (*Concession Commencement and extension of Transition Period*); (iv) Clause 13 (*Change in Ownership*); (v) Clause 14.3 (*Direct Agreement*); (vi) Clause 20.4 (*Change in Insurance Market*); (vii) Clause 20.7 (*Review of Amount and Scope*); (viii) Clause 27 (*Variation*); (ix) Clause 34.8 (*Rebalancing Methods*).
- (b) Economic Operators interested in submitting the Application and the Offer shall in any case carefully review the draft Concession Agreement to make themselves fully aware of all terms and conditions governing the Concession and the relevant activities.

3. TENDER PROCEDURE

- (a) The procedure for awarding the Concession is an open procedure according to Article 53, paragraph 1 in relation to Article 52, paragraph 1 of the Concessions Act. Pursuant to Article 85, point 1 of the Concessions Act, Economic Operators can submit the Application and the Offer on or prior to the Bid Submission Deadline pursuant to the terms and conditions set out in these Tender Documents.
- (b) The Grantor has appointed the Commission for conducting the Tender Procedure in compliance with the applicable provisions of the Concessions Act.

4. BIDDERS

4.1 Rules Applicable to Consortia (or another form of association of Economic Operators)

- (a) A Consortium shall execute a Consortium Agreement to be signed by an authorised representative of each of its members. The Consortium agreement shall provide, inter alia, for the appointment of one of the Consortium's members to represent and bind all members of the Consortium in all matters related to the Tender Procedure for the Concession, including but not limited to the submission of the Application and the Offer on behalf of the Consortium (the "**Lead Member**") and until and including, in case of award, execution of the Concession Agreement. In case of the Second Ranking Bidder, the relevant authorized representative shall remain validly appointed and empowered until the expiry of validity of its Participation Guarantee pursuant to clause 6.3(e). The Consortium Agreement shall also provide for the appointment of one of the Consortium's members as the Airport Operator. Alternatively, a Consortium may appoint a third party as Airport Operator pursuant to clause 4.2 (*Airport Operator*) and 6.2 (*Submission of Evidence from Third Parties*) below. A Consortium may decide to designate the same Consortium member as both Lead Member and Airport Operator.
- (b) Without prejudice to clause 6.2 (*Submission of Evidence from Third Parties*) below, and unless expressly provided elsewhere in these Tender Documents, a Consortium shall be allowed to fulfil the requirements prescribed in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) through the cumulative experience /

resources of its members. In any case the requirements set out in paragraph 3.A of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) regarding the experience in airport operation and management have to be satisfied by the Airport Operator.

- (c) The members of the Consortium shall be jointly and severally liable vis-vis the Grantor for the fulfilment of the obligations of the Consortium as specified in clause 9.4(d).
- (d) Any change in the composition of a Bidder after having submitted the Application and the Offer shall be, unless expressly approved in writing by the Grantor, in violation of the Tender Documents and shall result in the Bidder being disqualified, not being eligible to be awarded the Concession or to sign the Concession Agreement as the case may be, pursuant to the Tender Documents. Changes in the composition of the Bidder shall mean, with respect to the relevant provisions set out in the Consortium Agreement (a "**Change**"): (i) a change in any one of the members of the Consortium, including the exclusion of a member/shareholder/partner or the addition of a member/shareholder/partner or, as the case may be upon its incorporation, the exclusion of a Project Company's shareholder or the addition of a Project Company's shareholder; (ii) a change in the equity interest held by the Airport Operator in the Project Company, being reduced below the threshold set out in clause 4.2 (*Airport Operator*); and (iii) in the event that the Airport Operator is a third party pursuant to clause 6.2 (*Submission of Evidence from Third Parties*), a change of the Airport Operator.
- (e) Upon execution of the Concession Agreement any Changes shall be subject to and governed by the terms and conditions set out in the Concession Agreement and the Concessions Act.

4.2 Airport Operator

- (a) Subject to clause 4.3, the member of the Consortium appointed as Airport Operator shall be required to maintain a minimum of 20% (twenty percent) of the share capital/voting capital of the Concessionaire until the 5th anniversary of the Concession Commencement Date and 10% (ten percent) of the share capital/voting capital of the Concessionaire until the later of (i) the 10th anniversary of the Concession Commencement Date or (ii) two years after the opening of Terminal 3.
- (b) A Bidder submitting the Application and the Offer as a single entity shall meet the requirements of Airport Operator set as out in paragraph 3.A of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*).
- (c) A Bidder or a Consortium may decide to meet the requirements of airport operation set out in paragraph 3.A of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) by way of a third party Airport Operator as provided under clause 6.2 (*Submission of Evidence from Third Parties*). In such an event the Bidder shall provide as part of the documents to be submitted with the Application an undertaking by the third party Airport Operator pursuant to which in the event that the Bidder results to be the First Ranking Bidder, the third party Airport Operator shall issue and deliver to the Grantor, as a Condition Precedent under the Concession Agreement, a Third Party Undertaking.

4.3 Participation Restrictions

- (a) No Bidder or Consortium member may submit the Application and the Offer if it owns any shares (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Bidder or member of another Consortium.
- (b) No Bidder or Consortium member may submit the Application and the Offer if the relationship with another Bidder or member of a Consortium is such that the respective Application and the Offer can be considered as referred to the same decision making body or persons.
- (c) The Commission shall be entitled to remove from participation to the Tender Procedure during the Application opening and review pursuant to clause 8.2 (*Review of the Applications and compliance examination*) any Bidder which is found in breach of the provisions under this clause 4.3 and to reject the respective Application and the Offer.
- (d) For the purposes of confirming that a Bidder does not incur in the restrictions set out in this Clause 4.3, each Bidder shall deliver, as part of the Application, a declaration using the form set out in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form C (*Affidavit for Independent Bid*).

4.4 One set of Application and Offer per Bidder

A Bidder is entitled to submit only one set of Application and Offer. Submission by an individual Bidder or a Consortium member of more than one set of Application and Offer or participation by an individual Bidder or a Consortium member in another Consortium shall result in rejection of all Applications and Offers in which such party is involved (as a Bidder or as a Consortium member).

4.5 Grounds for exclusion of Bidders

- (a) An Economic Operator shall not be eligible to participate as a Bidder (whether a single entity or as a member of a Consortium) and, in case of submission of the Application and Offer, a Bidder shall be disqualified if:
 - (i) It or any of its shareholders, directly or indirectly, originates from the countries that are under sanctions of the UN Security Council; or
 - (ii) It or any of its shareholders is on the European Union's Listing of list of persons, groups and entities subject to EU financial sanctions¹ at the time of submission of the Application and the Offer; or
 - (iii) there are grounds for exclusion of the Bidder pursuant to Article 60 of the Concessions Act.
- (b) For the purposes of confirming that a Bidder is eligible to be awarded the Concession pursuant to this Clause 4.5, each Bidder shall deliver, as part of the Application, declarations using the forms set out in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form E.1 (*Declaration of Eligibility*) and E.2

¹ https://eeas.europa.eu/topics/sanctions-policy/8442/consolidated-list-of-sanctions_en

(Declaration for the absence of grounds for exclusion under Art. 60 of the Concessions Act).

- (c) Where a Bidder verifies compliance with the requirements regarding technical capabilities and/or financial and economic standing through capabilities of third parties, the grounds for exclusion shall apply to such third parties as well and paragraph (b) above shall be applied *mutatis mutandis*.

4.6 Subcontractors

- (a) Where a Bidder designates in the Application specific Subcontractor/s, the Bidder shall provide in the Application information on such Subcontractors, in accordance with the form provided in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form A (*Application*).
- (b) Each Subcontractor designated in the Application must comply with the requirements of clause 4.5 (*Grounds for exclusion of Bidders*) and shall sign a separate declaration of eligibility using the form set out in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form E.1 (*Declaration of Eligibility*) and Form E.2 (*Declaration for the absence of grounds for exclusion under Art. 60 of the Concession Act*)
- (c) Depending on the activities to be performed by any Subcontractor designated in the Application, the Subcontractor shall be required to comply with the requirements set out in Article 61, paragraphs 2, 3 and/or 5, and/or Article 64, paragraph 1 of the Concessions Act.

4.7 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Application and Offer and, in case of award, with the finalization of the Concession Agreement, including for the establishment of the Concessionaire. The Grantor and/or the Commission will be in no case responsible or liable for these costs, regardless of the conduct or outcome of the Tender Procedure.

5. TENDER PROCEDURE DOCUMENTATION

5.1 National Concession Register and Data Room

Subject in each case to clauses 5.2 (*Clarification of Tender Documents*) and 5.3 (*Amendment of Tender Documents*):

- (a) Any person will have unrestricted and full direct access free of charge to these Tender Documents in the National Concession Register. In addition, for the convenience of the Bidders, the Tender Documents, including all schedules thereto, will be made available on the Project Website at www.concession-sof.bg, from the day following the date of publication of the Concession Notice by the Publications Office of the European Union. Access to information in relation to the Concession shall be provided by means of a Data Room, managed and supervised by the Commission.
- (b) The Data Room shall be organized in the following sections: (a) a physical section, which will contain hard copies of information and documentation made available by the Commission and which the Grantor considers sensitive and for which no electronic copies will be made available to the Economic Operators and (b) an

electronic section, which will contain digital copies of information and documentation made available by the Commission to the Economic Operators. A list of the documentation and information included in each of the above two sections of the Data Room together with instructions to access them will be made available by the Commission in the "Data Room Rules" section of the Data Room.

Part of the information pertaining to the business activity of the Current Operator is considered to be sensitive commercial information and is not part of the Tender Documents. The access to such information shall be provided only in the physical section of the Data Room, under the following terms and conditions:

By the expiry of the Bid Submission Deadline, access shall be provided to each interested person to the following documents containing information related to the activities of the Current Operator Sofia Airport EAD:

- (i) all effective contracts, to which the Current Operator is a party;
- (ii) list of all pending litigation proceedings, to which the Current Operator is a party;
- (iii) lists of the employees of the Current Operator by employment positions;
- (iv) copies of effective insurance policies; and
- (v) other sensitive information.

The above listed documents may be reviewed each Business Day between 10.00 and 12.00 and between 14.00 and 17.00 in the main building of the Ministry, room 1006B.

In order to be allowed to review the documents, the person shall present a personal identification document and a document evidencing which interested person he/she represents and in what capacity.

The person shall sign a Confidentiality Undertaking, which shall be provided to him/her on the spot.

A Ministry's officer nominated by the Commission shall record the data of the person (excluding personal data) in a special registry. The time during which the person has reviewed the documents will also be recorded in such registry. The data recorded in the registry will be verified by the signatures of the person reviewing the documents and by the Ministry's officer.

Each interested person may send more than one representative to review the documents, as many times as it deems necessary.

- (c) The Data Room shall contain all documentation, questions and answers ("Q&A"), notices as well as any other information that the Commission may deem relevant for the Tender Procedure and the Concession and decide to convey to the Economic Operators. Each Economic Operator is responsible for examining the information that is available in the Data Room in a diligent and timely manner.
- (d) All information found in the Data Room or any modification or update that is made available to the Economic Operators, in accordance with the conditions and procedures set out in the Concessions Act and these Tender Documents (including by

any Notice of Amendment, if applicable), is subject to the Confidentiality Undertaking in accordance with clause 2.1(e) above.

- (e) Economic Operators are required to keep confidential and to not disclose to third parties the content of the documents reviewed by accessing the Data Room, other than publicly available documents. For the purposes of their participation in the Tender Procedure, Economic Operators are entitled to disclose the content of the documents mentioned above to their agents, bankers, technical, legal or financial consultants or advisors, provided that the persons falling in these categories are bound (on terms at least equivalent to those in the Confidentiality Undertaking) not to disclose the information. In case of breach of the Confidentiality Undertaking, the Economic Operator shall be held liable for all liabilities, costs, loans, expenses (including legal fees) and damages, irrespective of their nature, that may be caused to the Grantor and shall fully indemnify and hold the Grantor harmless for the same.
- (f) The following documents and information are publicly accessible:
 - (i) annual financial statements of the Current Operator for the last five years – published in the Commercial Register at the Registry Agency at the Ministry of Justice of Bulgaria;
 - (ii) statistical information for the passengers passed through the passenger terminals of the Airport for the last five years – available on the website of DG CAA (www.caa.bg), under heading “Aviation Industry/Statistics”;
 - (iii) flight area characteristics and dimensions – available on the website of BULATSA (www.atsa.bg), under heading E-SERVICES/ “Aeronautical Information Publication (AIP)” collection.
- (g) The following documents and information shall be published in the lot of the Tender Procedure in the National Concession Register: the Decision, the Concession Notice, the Tender Documents, the Grantor’s justification report for the Concession, as well as all clarifications and additional information provided by the Commission during the Tender Procedure.

5.2 Clarification of Tender Documents

- (a) An Economic Operator requiring any clarification on the Tender Documents may send an electronic request for clarification to the Commission via the "Q&A" section in the Data Room, no later than 14 days prior to the Bid Submission Deadline.
- (b) Responses to requests for clarification or query, including an explanation of the query but not identification of its source, shall be published by the Commission in the lot of the Tender Procedure in the National Concession Register and in the "Q&A" section of the Data Room within the shortest time period and in any case within four business days from the receipt by the Commission of the request for clarification and no later than six days before the Bid Submission Deadline. Economic Operators are advised to access regularly the lot of the Tender Procedure in the National Concession Register, the Data Room and the relevant "Q&A" section in order to monitor the upload of responses.

5.3 Amendment of Tender Documents

- (a) The Commission may in the cases provided under the Concessions Act and whether at its own initiative or in response to a clarification request by a Bidder, propose to the Grantor to amend the Tender Documents, and the Grantor may, by virtue of a Notice of Amendment, amend the Tender Documents, provided that any such amendment shall be published in the Official Journal of the European Union and the lot of the Tender Procedure in the National Concession Register, and made available on the Project Website no later than seven days before the Bid Submission Deadline or such a longer term as specified in the lot of the Tender Procedure in the National Concession Register and on the Project Website upon publication of the Notice of Amendment and the amended Tender Documents.
- (b) It will be assumed that the information contained in the amendments published in the lot of the Tender Procedure in the National Concession Register and on the Project Website will have been taken into account by all Economic Operators in their respective Applications and Offers.
- (c) In order to afford Economic Operators reasonable time in which to take the amendment into account in preparing their Application and Offer, the Grantor shall extend the Bid Submission Deadline of at least seven days upon each amendment to the Tender Documents is published in the lot of the Tender Procedure in the National Concession Register and on the Project Website. In such an event, upon an amendment to the Tender Documents is published in the lot of the Tender Procedure in the National Concession Register and on the Project Website, the Grantor shall also indicate the new Bid Submission Deadline.

5.4 Site Visits

- (a) An Economic Operator is advised to visit and examine the Concession Site and obtain for itself on its own responsibility all information that may be necessary for preparing the Application and the Offer. The costs of visiting the Concession Site shall be at the Economic Operator's own expense.
- (b) The Commission will inform the Economic Operators on the available dates and time for Concession Site visits by publishing an announcement in the Data Room. Economic Operators wishing to have access to the Concession Site, will be required to submit an electronic request to the email address specified in Schedule 1 (*Bid Data Sheet*) specifying the requested day of Concession Site visit(s). The Commission will endeavour to accommodate to the extent possible the requests of the Economic Operators and shall inform the Economic Operators of the day(s) selected for the Concession Site visits by sending a notice to the relevant email address as resulting from the registration of such Economic Operator to the Data Room. Appropriate instructions that the Economic Operators and any of their personnel or agents shall follow during any visit to the Concession Site will be published in the Data Room.
- (c) Where an Economic Operator and any of its personnel or agents have been granted permission by the Commission to enter the Concession Site for the purpose of such visit, the Economic Operator, its personnel, and agents will release and indemnify the Grantor, the Commission, the Current Operator and their personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit. For the avoidance of doubt, any visit to the

Concession Site will be conducted in the presence of a person/s designated for that purpose by the Grantor.

5.5 Grantor's Rights in Connection with the Tender Procedure

At any time during the Tender Procedure, the Grantor may, to the extent permitted by Bulgarian Law, decide to:

- (a) terminate the Tender Procedure pursuant to Article 117 of the Concessions Act at any time and reject all Applications and Offers or decide to commence a new or a reopened Tender Procedure. In case of termination of the Tender Procedure the Grantor shall inform the Economic Operators or, as the case may be, the Bidders within seven days from the termination decision about the reasons for termination of the Tender Procedure. The Grantor shall return each Bidder's Participation Guarantee within four weeks from the date of termination;
- (b) extend any time period or change any deadline (but without reducing it); and/or
- (c) accept, admit to participation, review and evaluate, or disqualify or not admit to evaluation any Applications and Offers in accordance with the rules for Application and Offer evaluation set forth in these Tender Documents and/or under the Concessions Act;

all without incurring any liability to the affected Economic Operators or, as the case may be, Bidders.

5.6 Notices and Communications

Each request, information and notification during the course of the Tender Procedure shall be provided in electronic form to the Economic Operators either via the Data Room or via email message to the email address provided with the registration pursuant to clause 2.2(e), except for the Application and the Offer in respect of which clause 7 (*Submission of the Application and the Offer*) below shall apply. Following the submission of the Application and the Offer, all information and notices shall be provided at the email address provided by the Bidders with the Application.

5.7 Prevention of Conflict of Interest

The provisions of Bulgarian Law shall apply for the purpose of preventing conflict of interest during the Tender Procedure.

5.8 Confidential Information

- (a) The Grantor and the Commission will protect the information which is marked as confidential by the Bidder, particularly the business secrets and the intellectual property rights, except in situations when the Grantor or the Commission is required by law to provide the respective information to the competent authorities (eg in case of a procedure upon appeal, initiating administrative dispute, etc.). The Bidder has to inform the Commission about the confidential information contained in its Proposal by filling and submitting the List of Confidential Information prescribed in Form C under schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*).

- (b) If the Bidder has not submitted a List of Confidential Information together with its Application and Offer, it will be considered that its Application and Offer do not contain confidential information.
- (c) Technical and financial aspects of the Application and the Offer, including but not limited to the specific proposals submitted in relation to the award criteria contained in the Technical Proposal and the Financial Proposal, are not considered to be Confidential Information and may not be indicated as such.

6. PREPARATION OF THE APPLICATION AND THE OFFER

6.1 Documents Comprising the Application and the Offer

Each Bidder shall submit the documents as prescribed in schedule 3 (*Content of the Applications and Offers*) of these Tender Documents.

6.2 Submission of Evidence from Third Parties

In respect of the documents demonstrating the Bidders' capability set out in schedule 3 (*Content of the Applications and Offers*, part 1 (*Application*)):

- (a) the Bidder (or if the Bidder is a Consortium, any Consortium member) may choose to satisfy any of the technical and/or financial criteria set out in Sections 3 and 4 of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) through the capabilities held by third parties as provided for under Art. 63 of the Concessions Act.
- (b) in such an event:
 - (i) the Bidder shall submit, in addition to all other documentation required under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), the documentation specified in Sections 3 and 4 of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) with respect to such third party(ies) in relation to the criterion/criteria for which the Bidder opted to satisfy it/them through one or more third party pursuant to Art. 63 of the Concessions Act. For each such third party, there shall be no grounds for exclusion, as set out in clause 4.5 (*Grounds for Exclusion of Bidders*) above, as well as no other restrictions for participation;
 - (ii) the third party(ies), pursuant to Art. 63 of the Concessions Act, shall be jointly and severally liable with the Bidder for the fulfilment of the Concession Agreement, in case of award of the Concession to such Bidder; and
 - (iii) the Bidder, shall submit to the Grantor a Third Party Undertaking signed by each of the third parties providing the capabilities pursuant to clause 6.2(a).

6.3 Participation Guarantee

- (a) Bidders' compliance with their Application and Offer and the Tender Documents shall be guaranteed by a letter of guarantee which shall provide for the same terms as set out in Form D of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) (the "**Participation Guarantee**"). The maximum guaranteed amount under the Participation Guarantee shall be equal to 2,000,000 (two million) Euro. 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. Any Application and Offer not accompanied by an acceptable Participation Guarantee shall be rejected by the Grantor as being non-compliant.

- (b) The Participation Guarantee shall remain valid for a period of 30 days after the original Bid Validity Period referred to in clause 6.6 (*Bid Validity Period*), or, in case of extension, 30 days after any extension subsequently requested under clause 6.6(b) (the "**Participation Guarantee Validity Period**").
- (c) The Participation Guarantee of the First Ranking Bidder shall in any case be extended and remain valid until upon execution of the Concession Agreement and delivery by the First Ranking Bidder to the Grantor of the Works Performance Guarantee and the Operation Guarantee in accordance with the Concession Agreement.
- (d) Without prejudice for clause 7.4(b)(i) in relation to withdrawn Application and Offer, the Participation Guarantee of non-winning Bidders, except the Second Ranking Bidder for which clause 6.3(e) shall apply, will be returned to such Bidders within a period of seven days after the notification of the award of the Concession pursuant to clause 9.3(a), in accordance with the Concessions Act.
- (e) The Second Ranking Bidder shall maintain its Participation Guarantee valid for a period of 30 days after the expiry of 12 months from the execution of the Concession Agreement (the "**Conditions Precedents Long Stop Date**"), unless the Conditions Precedent Longstop Date as defined under the Concession Agreement is postponed in accordance with the terms of the Concession Agreement in which case the Grantor shall be entitled to request the Second Ranking Bidder to extend the period of validity of the Participation Guarantee up to the new Conditions Precedent Longstop Date. If the Second Ranking Bidder refuses to extend its Participation Guarantee up to the new Conditions Precedent Longstop Date, the Grantor shall be entitled to call its Participation Guarantee. If the Conditions Precedent Longstop Date is further postponed in accordance with the Concession Agreement, the Second Ranking Bidder may refuse to extend further the validity of the Participation Guarantee in which case the Participation Guarantee will not be forfeited and the Grantor shall return it promptly to the Second Ranking Bidder.
- (f) If the issuer of the Participation Guarantee is or becomes rated below the credit ratings set out in clause 6.3(a) (a "**Rating Event**") or if the Participation Guarantee is due to expire prior to Bid Validity Period or, in case of extension of the Bid Validity Period pursuant to this clause 6.3 or clause 6.6, prior to the expiry of such extension, and such Participation Guarantee has not been replaced by another security that meets the requirements of clause 6.3(a) within 30 Days of the Rating Event (in case of a Rating Event) or by the date that is 30 Days from the date of expiry (in case of early expiry) the Grantor shall be entitled to claim the full face value amount of such Participation Guarantee. Such amount shall be deposited in a ring fenced account to be treated as cash collateral and if a new Participation Guarantee complying with the requirements set out in this clause 6.3 is not provided by the relevant Bidder within additional 30 days shall be finally forfeited by the Grantor.
- (g) The Participation Guarantee shall be forfeited:
 - (i) if the Bidder withdraws its Application and Offer after expiry of the deadline for receiving applications and offers during the Bid Validity Period as extended pursuant to clauses 6.3 and 6.6 (*Bid Validity Period*);

- (ii) in the event the First Ranking Bidder or the Second Ranked Bidder (as the case may be) fails to extend the validity of its Participation Guarantee pursuant to clause 6.3(c) or, respectively, clause 6.3(e);
- (iii) if the First Ranking Bidder or the Second Ranking Bidder (as the case may be) is invited by the Grantor to execute the Concession Agreement and fails to execute the Concession Agreement in accordance with the terms set out therein;
- (iv) if a Bidder committed or attempted to commit a corrupt practice or a fraudulent practice;
- (v) if a Bidder has made false declarations in its Application and Offer.

6.4 Bid Currency

All rates, prices, cost estimates and/or other money values related to equipment and services stated in the Application and Offer, including the Participation Guarantee, shall be in Euros.

6.5 Language of the Tender Procedure and the Applications and the Offers

- (a) Notices, information, correspondence and communications between the Grantor and the Economic Operators and, as the case may be, Bidders shall be made in Bulgarian and in English language and in case of contradiction the Bulgarian language will prevail. The Data Room layout will be in Bulgarian and in English language, while the documents uploaded in the Data Room will be in their respective original language; in case translations of documents are uploaded in the Data Room, the Bulgarian language version of such documents will prevail.
- (b) The Application and the Offer, and documents related to the Application and the Offer exchanged by the Bidder and the Commission and/or the Grantor shall be written in Bulgarian language or in English. In case of English language such documents shall include also a Bulgarian translation.

6.6 Bid Validity Period

- (a) The Applications and Offers shall remain valid for a period of 360 calendar days after the Bid Submission Deadline.
- (b) Prior to expiry of the original Bid Validity Period, the Grantor may request that the Bidders extend the period of validity for a specified additional period. A Bidder may refuse the request without its Participation Guarantee being forfeited; upon such refusal, the Bidder will be disqualified from the Tender Procedure and its Participation Guarantee returned, subject to the Bidder complying with its obligations under the Confidentiality Undertaking in all respects. A Bidder agreeing to the request shall extend the validity of its Participation Guarantee for the period of the extension and in compliance with clause 6.3(b) in all respects.

7. SUBMISSION OF THE APPLICATION AND THE OFFER

7.1 Format and Signing of the Application and the Offer

- (a) The Application and the Proposal shall be submitted on separate electronic memory devices (e.g. USB flash memory or CDROM or DVD, the "**Electronic Memory**

Device") in the form of electronic or machine-readable document, signed with electronic signature by the person representing the Bidder. The Binding Proposal, an original and two copies, shall be submitted in hard copy.

- (b) Where the documents under paragraph (a) are submitted not by a statutory representative but by an authorised person (proxy) the power of attorney has to be substantially in the form of Power of Attorney attached hereto under Form B of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) (the "**Bidder's Representative**").
- (c) The Electronic Memory Device under clause 7.1(a) shall contain also electronic images of the documents (e.g. PDF format), evidencing the facts and circumstances stated by the Bidder. The electronic image shall be taken with a scanning device in a form and manner that allows its reading. The full and accurate conformity of the uploaded electronic image with the scanned document shall be certified by electronic signature. The Electronic Memory Device containing the Proposal shall include an electronic image of the Binding Proposal as well.

7.2 Sealing and Marking of the Application and the Offer

- (a) The Application and the Offer shall include the following envelopes and all the documents set out in schedule 3 (*Content of the Applications and Offers*):
 - (i) A first envelope marked as "Application" indicating the name of the concession, the name (or company name, respectively), the address and e-mail address of the Bidder; shall contain two Electronic Memory Devices and the password for accessing the files stored in them. Each Electronic Media Device shall contain the documents listed in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*);
 - (ii) A second envelope marked as "Offer-Binding Proposal" indicating the name of the concession, the name (or company name, respectively), the address and e-mail address of the Bidder; shall contain one original and two copies in hard copy of the Binding Proposal to be drafted using the form attached hereto under schedule 3 (*Content of the Applications and Offers*), part 2 (*Binding Proposal*);
 - (iii) A third envelope marked as "Offer-Proposal" indicating the name of the concession, the name (or company name, respectively), the address and e-mail address of the Bidder; shall contain two Electronic Memory Devices and the password for accessing the files stored in them. Each Electronic Media Device shall contain the documents listed in schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*).
- (b) The three envelopes under clause 7.2(a) shall be included in a single envelope.
- (c) The inner and outer envelopes shall:
 - (i) be addressed to the Grantor at the address specified in the Bid Data Sheet.
 - (ii) bear the following identification: "APPLICATION AND OFFER FOR AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY, DO NOT OPEN BEFORE [◆] BULGARIAN TIME ON [◆]";

- (iii) contain name, address, and electronic address of the Bidder.
- (d) If the outer envelope is not sealed or marked as above, the Commission shall not accept the Application and the Offer.

7.3 Bid Submission Deadline

- (a) The Application and the Offer must be received by the Commission at the address indicated in Schedule 1 (*Bid Data Sheet*) on or prior to the date, time and place indicated in schedule 1 (*Bid Data Sheet*) ("**Bid Submission Deadline**"). Bidders must submit their Application and the Offer at the address indicated in schedule 1 (*Bid Data Sheet*) by using one of the following means:
 - (i) post service; or
 - (ii) delivery by hand against signature, to certify the date, time, and the person to whom the documents were delivered.
- (b) The Grantor may, to the extent permitted by the Concessions Act, extend the Bid Submission Deadline by approving and publishing a Notice of Amendment in accordance with clause 5.3 (*Amendment of Tender Documents*), in which case the Bid Submission Deadline will be so extended to a date which shall be not less than (7) seven days after the original Bid Submission Deadline and the rights and obligations of the Bidders and the Grantor will be construed accordingly.
- (c) Any Application and Offer received by the Grantor after the Bid Submission Deadline pursuant to clause 7.3(a), or which are submitted in an unsealed envelope or if the envelope is not prepared in accordance with clause 7.2 (*Sealing and Marking of the Application and the Offer*) and the requirements provided under Article 92 par. 1 and par. 2 of the Concessions Act shall not be accepted and shall be returned unopened to the Bidder.

7.4 Modification and Withdrawal of the Application and the Offer prior to the Bid Submission Deadline

Modification of the Application and the Offer

- (a) The Bidder may modify its Application and Offer after submission, provided that a written notice of the modification is received by the Commission prior to the Bid Submission Deadline. No Application and Offer may be modified by the Bidder after the Bid Submission Deadline.

The Bidder's modification notice shall be prepared, sealed, marked and delivered in accordance with the format, sealing and marking indicated in clause 7.1 (*Format and Signing of the Application and the Offer*) and 7.2 (*Sealing and Marking of the Application and the Offer*), clearly identified as such, in an outer envelope, duly marked "APPLICATION AND OFFER FOR DESIGNATING A CONCESSIONAIRE AND AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" – PUBLIC STATE PROPERTY, MODIFICATIONS – ORIGINAL / APPLICATION AND OFFER FOR DESIGNATING A CONCESSIONAIRE AND AWARDED A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" – PUBLIC STATE PROPERTY, MODIFICATIONS – COPIES".

At the Bidder's discretion, the modification may be submitted as amendment or supplement to a part of the submitted Application and Offer, or as entire replacement of the submitted Application and Offer.

Withdrawal of the Application and the Offer

- (b) A Bidder wishing to withdraw its Application and Offer must notify the Commission in writing prior to the Bid Submission Deadline. The notice of withdrawal shall:
 - (i) be sent to the Commission at the address specified in schedule 1 (*Bid Data Sheet*); and
 - (ii) bear the following identification "APPLICATION AND OFFER FOR DESIGNATING A CONCESSIONAIRE AND AWARDING A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" – PUBLIC STATE PROPERTY: WITHDRAWAL NOTICE".

A Bidder having withdrawn its Application and Offer can collect them at the place indicated in schedule 1 (*Bid Data Sheet*) for the submission of the Application and the Offer on or prior the expiry of up to 20 days after the Bid Submission Deadline. In case of failure by the Bidder to collect the Application and the Offer within the above deadline the Commission shall be entitled to either destroy or keep the Application and the Offer without incurring in any liability.

Any withdrawal of the Application and Offer following the Bid Submission Deadline shall result in the Bidder's forfeiture of its Participation Guarantee, pursuant to clause 6.3(g).

7.5 No Variants to the Application and the Offer

No variants and/or alternatives within the Application and the Offer are allowed in this Tender Procedure.

8. APPLICATION AND OFFER OPENING AND REVIEW

The Commission shall review each set of Applications and Offers in accordance with the below procedure.

8.1 Opening of the Applications and Offers

- (a) On the date, time and place indicated in schedule 1 (*Bid Data Sheet*), the Commission in a closed session shall proceed with the opening of the Applications and the Offers in chronological order of receipt (first the Application and Offer submitted the earliest and so on).
- (b) Outer envelopes marked "Withdrawal" shall be opened first and the name of the Bidder shall be read out. The Applications and Offers for which notice of withdrawal have been submitted pursuant to clause 7.4(b). shall be rejected and not be opened. The Commission shall also record and reject Applications and Offers submitted after the Bid Submission Deadline pursuant to clause 7.3(c).
- (c) The Commission shall open the remaining Applications and Offers and check whether they are compliant with clause 7.2 (*Sealing and Marking of the Application and the Offer*). Where there are submitted modifications to Applications and Offers,

the Commission shall open first the original submitted envelope and then the modifications.

- (d) The Commission shall proceed with the opening of the Application and Offer even if there is only one Application and Offer submitted in the Tender Procedure.
- (e) The Commission shall prepare minutes of all meetings held during the Tender Procedure reporting activities carried out during the opening, admission to participation and evaluation of the Applications and Offers in accordance with the Concessions Act. The Commission may decide to continue the meeting to the following business days, without limitation, in case the Applications and Offers opening and the Applications and Offers evaluation cannot be concluded in one day. The Commission shall take reasonable time to evaluate the Applications and Offers.

8.2 Review of the Applications and compliance examination

- (a) In the above mentioned closed session, the Commission shall firstly open and carry out a detailed examination of each Application in order to determine whether they are substantially compliant with the requirements set forth in the Tender Documents and the Concessions Act.
- (b) A Bidder shall be admitted to participation in the Tender Procedure after an examination carried out by the Commission with respect to:
 - (i) existence of grounds for exclusion as set out in clause 4.5 (*Grounds for exclusion of Bidders*) for the Bidder and for Subcontractors and third parties, where there are such indicated in the Application; and
 - (ii) the fulfilment of any other conditions for participation set out in these Tender Documents with respect to the Bidder and, where applicable, with respect to Subcontractors indicated in the Application.

8.3 Irregularities in the Applications

- (a) Upon identifying any irregularity in the Application, being any failure to submit documents, non-compliance with the conditions for participation and/or any other irregularity or incompleteness, including factual error, the Commission shall notify the Bidder accordingly.
- (b) The Bidder shall resolve the irregularities within five Business Days from notification by the Commission.
- (c) Should the irregularity be in terms of non-compliance with the Tender Documents, the Bidder may, as per the requirements of the Commission, replace submitted documents or submit new ones that in the Bidder's intention would ensure compliance with the Commission's requirements.
- (d) Where the period between the notification of irregularity pursuant to clause 8.3(b) and the deadline set out in clause 8.6(a) for the opening of the Binding Proposal is less than eight business days, the Commission shall set a new deadline for the opening of the Offers. The Commission shall extend the deadline for opening the Binding Proposals also upon its discretion should it need time for the verification of the circumstances stated in the Applications.

- (e) The Commission notifies all Bidders of the extension of the date for the opening of the Offers.
- (f) In carrying out the actions under this clause 8.3, the Commission and the Bidders shall comply with the provisions of Article 97 and Article 98 of the Concessions Act.

8.4 Admission or Disqualification of Bidders

- (a) Bidders whose Application has been determined not to be fully compliant as set out in clause 8.2 (*Review of the Applications and compliance examination*), following the application of the procedure under clause 8.3 (*Irregularities in the Applications*), shall be disqualified, a decision of disqualification shall be announced on the date of opening of the Offers. The Participation Guarantee contained in that Application and Offer, the unopened Binding Proposal and Proposal shall be returned and made available to the Bidder for collection at the place indicated in schedule 1 (*Bid Data Sheet*) for the submission of the Applications and Offers.
- (b) Bidders whose Application is compliant to clause 8.2 (*Review of the Applications and compliance examination*) shall be admitted by the Commission for the evaluation of the relevant Offers and declared as admitted Bidders.
- (c) Once the actions related to admission of Bidders are concluded, the Commission shall adjourn the meeting and take the actions set out in Art. 99 of the Concessions Act.

8.5 Opening of the Offers

Following the completion of the actions related to admission of Bidders, the Commission shall open and evaluate the Offers comprising of the Binding Proposals and the Proposals, in accordance with Articles 100 – 103 of the Concessions Act.

8.6 Binding Proposals

- (a) The public session for the opening of the Offers and the relevant Binding Proposals shall be held on the date, time and place indicated in the Concession Notice unless extended pursuant to clause 8.3(d).
- (b) During the public session the Commission shall firstly announce its decision on the admission of Bidders.
- (c) After the announcement under clause 8.6(b), the Commission shall open and read the Binding Proposals of the Acceptable Application and Offer.
- (d) Binding Proposals shall be read out by a Commission member and shall be signed on every page by a Commission member. If so requested by the Bidder's Representative, he/she shall be entitled to sign on every page any Binding Proposal. The Commission will then conclude the public session.

8.7 Opening and Evaluation of the Proposals

- (a) Once the public session under clause 8.6(a) is concluded, the Commission shall proceed in one or more closed sessions to open the Proposals, review and evaluate them and rank the Offers in compliance with Art. 101 of the Concessions Act. The Commission will determine whether the Binding Proposals opened during the public session under clause 8.6 (*Binding Proposals*) and the Proposals are substantially

compliant with the requirements set forth in the Tender Documents and the Concessions Act.

- (b) Offers which have been determined not to be eligible for review pursuant to clause 8.10 (*Decision not to evaluate Offers*), and provided that clarifications and/or additional evidence required by the Commission have not been submitted and/or the irregularities identified by the Commission have not been resolved within the period specified by the Commission, shall be excluded from evaluation, a communication of exclusion shall be notified to the Bidder with the decision of award pursuant to clause 9.3 (*Notification of Award*).

8.8 Evaluation of the Technical Proposal

- (a) The Commission shall then proceed with the carrying out of a detailed evaluation of the documents submitted in accordance with schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*) in order to determine whether they meet the requirements set out in schedule 4 (*Requirements for the Offers and Evaluation*) and schedule 5 (*Minimum Technical Requirements*).
- (b) Technical Proposals shall be evaluated according to the Deliverables and relevant scoring points as set out in schedule 4 (*Requirements for the Offers and Evaluation*), part 3 which provides for the criteria and methods of evaluation of the Technical Proposal.

8.9 Evaluation of the Financial Proposal

- (a) The Commission shall carry out the evaluation of the Annual Concession Fee Amount indicated in the Binding Proposals and the Financial Proposals of the Offers admitted for evaluation pursuant to clause 8.7(b). In the event of discrepancies in the amount offered as Annual Concession Fee in the Binding Proposal and in the Financial Proposal, the amount indicated in the Binding Proposal shall prevail.

Annual Concession Fee Amount

- (b) Bidders shall provide in their Binding Proposal and the Financial Proposal the Offered Annual Concession Fee Amount. The draft Concession Agreement provides that the Annual Concession Fee Amount payable for any Concession Year shall be the higher amount of (A) the Offered Annual Concession Fee Amount offered by the Bidder in its Offer and (B) the amount calculated as a percentage of the Aggregate Concession Revenues from all activities related to the Concession Site for the respective year.

Schedule 4 (*Requirements for the Offers and Evaluation*), part 2 and part 3 provides for the criteria and methods of evaluation of the Financial Proposals.

Upfront Concession Fee

- (c) Bidders shall be aware that pursuant to the terms of these Tender Documents and the Concession Agreement, in case of award of the Concession, the Concessionaire shall pay to the Grantor on or prior to the Concession Commencement Date the Upfront Concession Fee. The Upfront Concession Fee shall be equal to Euro 281,210,535 (two hundred eighty one million two hundred ten thousand five hundred thirty five) excluding VAT and it is not subject to a separate offer by the Bidders.

8.10 Decision not to evaluate Offers

- (a) Pursuant to Art. 102 of the Concessions Act, the Commission shall not consider as eligible for evaluation, the Offer of a Bidder which, within the time limit set by the Commission under Art. 101, par. 4 of the Concessions Act:
 - (i) Has not removed the technical irregularities in the Proposal, or
 - (ii) Failed to submit to the Commission the requested clarifications or the clarifications submitted are not sufficient for evaluation of the Offer, or
 - (iii) Failed to submit to the Commission the additional evidence requested by the Commission.
- (b) The Commission shall also decide not to evaluate an Offer in the following cases:
 - (i) following a verification, it is established that the Bidder has provided false information or a false or counterfeited document;
 - (ii) the Offer does not meet one or more requirements set out in the Tender Documents;
 - (iii) the Offer contains elaborated materials and information which do not comply with the award criteria set out in schedule 4 (*Requirements for the Offers and Evaluation*), part 3;
 - (iv) the Offer is submitted in breach of the requirements of clause 7 (*Submission of the Application and the Offer*).

8.11 General Provisions on Opening of the Offers

Corrections of Arithmetic Errors

- (a) Arithmetic errors in the Offers, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail, for which the Commission shall notify the Bidder. If the Bidder does not accept the correction of errors, the Commission shall reject the Offers and call the relevant Participation Guarantee.

Evaluation to be Confidential

- (b) Information relating to the examination, clarification, additional evidence with respect to Offers, documents submitted in resolving identified irregularities in the Proposals, evaluation and comparison of Offers for the award of the Concession shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the Concession has been officially announced. Any effort by a Bidder to influence the Commission's processing of Offers or award decisions shall represent grounds for exclusion of the Bidder and forfeiting of its Participation Guarantee pursuant to clause 6.3(g)(iv).

Clarification of Offers

- (c) In order to help with the examination, estimation and ranking of the Offers, the Commission may require clarifications from the concerned Bidder relating to any

aspect of its Offer. Any such questions or request for clarifications or explanation (and the Bidders' response to the same) will be submitted in written form within the term indicated by the Commission (which may not be less than three business days), but no change of the Offers shall be required, offered or permitted.

- (d) Any clarification submitted by the Bidder with respect to its Offer, which is not asked from the Commission, shall not be taken into consideration.

Contacting the Commission

- (e) From the time of Offers' opening to the time of the Concession award, if any Bidder wishes to contact the Commission, it should do so in writing pursuant to clause 5.6 (*Notices and Communications*).
- (f) If a Bidder engages, directly or indirectly in any corrupt practice or fraudulent practice with the Grantor and/or the Commission, or their respective members, advisors, employees, consultants or agents or otherwise in relation to the Concession award; then the Bidder's Offer and, if applicable, the said award, shall be cancelled and the Participation Guarantee shall be forfeited, all without prejudice to any Grantor's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the Republic of Bulgaria and any applicable sanctions, including but not limited to the exclusion of the Bidder from future tender procedures in Bulgaria, pursuant to the Bulgarian Law.

9. DESIGNATION OF CONCESSIONAIRE AND CONCESSION AWARD

9.1 Criteria for designating the Concessionaire and Awarding the Concession

The criteria for designating the Concessionaire and awarding the Concession are set out in schedule 4 (*Requirements for the Offers and Evaluation*), part 3. The Bidder which upon conclusion of the procedure set out in clause 8 (*Application and offer opening and review*) and the evaluation pursuant to the criteria set out in schedule 4 (*Requirements for the Offers and Evaluation*), part 3 is ranked first, shall be designated as Concessionaire.

9.2 Decision of Award

- (a) Once the evaluation process referred to in clause 8 (*Application and offer opening and review*) is completed, the Commission pursuant to Art. 104 of the Concessions Act shall finalize the minutes on the review and evaluation of Offers and ranking of the Bidders which shall be submitted to the Grantor together with a draft decision for designating the First Ranking Bidder as Concessionaire.
- (b) The Grantor shall adopt a decision on designating the First Ranking Bidder as Concessionaire no later than 90 (ninety) days from the date of opening of the Applications ("**Decision of Award**").

9.3 Notification of Award

- (a) A copy of the Grantor's Decision of Award as well as a copy of the minutes both specified in clause 9.2 (*Decision of Award*) above, shall be communicated to all Bidders pursuant to Art. 119 of the Concessions Act.
- (b) Such notification shall include, inter alia, the indication of the ranking of the Bidders and the designation of the First Ranking Bidder and the Second Ranking Bidder.

9.4 Signing of Concession Agreement

- (a) The Concession Agreement shall be entered into between the Grantor and either:
 - (i) the First Ranking Bidder, if it is a single entity, provided that it is resident in any of the European Union or European Economic Area countries, and decides not to incorporate the Project Company, or
 - (ii) if the First Ranking Bidder is (i) a single entity which decides to incorporate the Project Company, or (ii) a single entity not resident in any of the European Union or European Economic Area countries, or (iii) is a Consortium, by the Project Company to be incorporated prior to the execution of the Concession Agreement pursuant to clause 9.5 (*Project Company*).

The First Ranking Bidder or, as the case may be, the Project Company, upon execution of the Concession Agreement shall be identified as the Concessionaire and shall act in and assume such capacity pursuant to the Concession Agreement, the Concessions Act and the applicable legislation.

- (b) The Concession Agreement shall be entered into between the Grantor and the Concessionaire within the timeframe indicated in the Decision of Award in accordance with Art. 120 of the Concessions Act, in form and substance equivalent to the draft published in the lot of the Tender Procedure in the NCR and on the Project Website as amended from time to time in accordance with these Tender Documents. The Concession Agreement shall be executed by the authorized persons of the relevant parties in three identical copies. In case of appeal against the Decision of Award, the timeframe indicated in the Decision of Award shall start running from the date of entry into force of the decision of award or of a ruling allowing interim enforcement of such decision of award.
- (c) During the period from the Decision of Award up to the expiry of the term set out in the Decision of Award, the Grantor and the First Ranking Bidder shall meet regularly to finalise the Concession Agreement. Without prejudice to clause 9.4(a) above, and there shall be no negotiation on the Concession Agreement and/or on financial matters, and no modifications to the Concession Agreement shall be made. It may only be allowed to cure errors, complete missing information and remove inconsistencies which can prejudice the successful completion and implementation of the Concession, and only to the extent (i) they are necessary to achieve, or do not adversely affect the achievement of, the objectives of the Grantor, (ii) they are necessary to ensure the coherence, functionality and clarity of the provisions of the Concession Agreement but provided that they do not alter or modify the substance of the contractual rights and obligations of the parties, as regulated in the draft Concession Agreement, (iii) they do not affect the legitimate rights and interests of the Republic of Bulgaria and/or the Grantor and (iv) they are reasonably acceptable and implementable, according to good industry practice in similar projects. The Grantor has the right to accept or reject, at its absolute discretion, any such proposed amendments.
- (d) Pursuant to Article 21(5) of the Concessions Act the shareholder(s) of the Project Company shall be jointly and severally liable with the Project Company vis-à-vis the Grantor for any liability incurred by the Project Company arising out of or in connection with the Concession Agreement. For such purpose, the shareholder(s) of the Concessionaire shall be required to provide a Shareholder Undertaking in the

form of Appendix 11.A to the Concession Agreement, as a Condition Precedent to the Concession Commencement Date.

- (e) Within 15 days from the execution of the Concession Agreement, the First Ranking Bidder shall pay to the International Finance Corporation pursuant to clause 2.2 of the Concession Agreement, a fee as reimbursement of the Tender Procedure costs equal to Euro 1,420,000 (one million four hundred twenty thousand) ("**Award Fee**").
- (f) The First Ranking Bidder shall ensure that its Participation Guarantee remains in full force and effect up until the delivery of the Works Performance Guarantee and the Operation Guarantee in accordance with the Concession Agreement. Each Bidder undertakes in particular that, should it be notified to be the Concessionaire, it shall extend the original Participation Guarantee Validity Period as might be necessary and/or required by the Grantor to this effect. The Participation Guarantee shall be released once the Grantor has received the Works Performance Guarantee and the Operation Guarantee. The Participation Guarantee of the Second Ranking Bidder and the other Bidders shall be released in accordance with clauses 6.3(e) and 6.3(d) respectively.

9.5 Project Company

- (a) If incorporated pursuant to clause 9.4(a)(ii), the Project Company shall meet the following requirements: (i) it shall be incorporated in the Republic of Bulgaria in the form of a commercial company; (ii) its by-laws shall provide that it shall only be entitled to carry out the activities required to be carried out pursuant to the Concession Agreement and (iii) if incorporated by the members of a Consortium and unless the airport operation requirements are met through a third party pursuant to clause 4.2(c) and clause 6.2 (*Submission of Evidence from Third Parties*), the by-laws shall comply with the requirements set out in clause 4.2(a).
- (b) On or prior to the Concession Commencement Date the Project Company shall be capitalized pursuant to clause 12.1.2 of the Concession Agreement.

9.6 Proving the absence of grounds for exclusion prior to signing the Concession Agreement

- (a) For the purposes of proving the absence of grounds for exclusion, the First Ranking Bidder shall submit:
 - (i) with respect to the circumstances under Article 60, paragraph 2, item 1 of the Concessions Act – a criminal record certificate;
 - (ii) with respect to the circumstances under Article 60, paragraph 2, item 2 of the Concessions Act – a certificate from the revenue authorities and a certificate from the municipality at the seat of the Grantor and the Bidder;
 - (iii) with respect to the circumstances under Article 60, paragraph 2, item 7 of the Concessions Act – a certificate issued by the Registry Agency.
- (b) Where the First Ranking Bidder is a foreign person, he shall submit the respective document under paragraph 9.6(a) above, issued by a competent authority in accordance with the laws of the state where the Bidder is established.
- (c) In cases under paragraph 9.6(b) above, where the required documents for the respective circumstances are not issued in the state or country in question, or where

these do not cover all the circumstances referred to above, the Bidder shall submit a declaration, provided that such declaration has legal effect under the laws of the respective state. Where such declaration does not have any legal effect, the Bidder shall submit an official statement made before a relevant competent authority in the respective state, depending on the nature of the declared circumstance.

- (d) Where the Bidder in the Tender Procedure is a Consortium (or another form of association of Economic Operators), the documents indicated in paragraph 9.6(a) above shall be submitted for each member of the Consortium (or of the respective other form of association).
- (e) The requirement related to documents under paragraph 9.6(a)(i) above applies to the Bidder, the members of its managing or supervisory body, or the persons having powers of representation, decision or control within such bodies of the Bidder, or of each member of a Consortium or another form of association, accordingly.
- (f) The documents under paragraph 9.6(a) above shall be submitted also for each Subcontractor and for each third party within the meaning of Article 63 of the Concessions Act, indicated in the Application and the Offer.
- (g) The Grantor shall have no right to require submission of any of the documents indicated in paragraph 9.6(a) above, where the respective circumstances are available in a public register free of charge or the information or the access thereto is provided by a competent authority to the Grantor *ex officio*.

9.7 Failure to Sign the Concession Agreement or provide the Performance Guarantees

- (a) If the First Ranking Bidder fails to comply with the provisions of clause 9.4(a) in relation to the execution of the Concession Agreement, the Grantor shall be entitled to forfeit the First Ranking Bidder's Participation Guarantee and take such other remedies as provided under Bulgarian Law. The Grantor may then be entitled, in its discretion, to award the Concession to the Second Ranking Bidder. In such event, the Grantor shall notify the Second Ranking Bidder of its election by written notice (a "Second Bidder Selection Notice"). The Second Ranking Bidder shall, from and after the date of receipt of the Second Bidder Selection Notice, assume the status of the First Ranking Bidder hereunder and shall comply with the requirements set out in clause 9.4 (*Signing of Concession Agreement*) above.
- (b) In the event that the Grantor delivers a Second Bidder Selection Notice to the Second Ranking Bidder, the Second Ranking Bidder shall extend its Participation Guarantee Validity Period to a date not earlier than the date of delivery of the Works Performance Guarantee and the Operation Guarantee pursuant to the Concession Agreement.
- (c) In case the Second Ranking Bidder fails to sign the Concession Agreement, the Grantor is entitled to forfeit the Second Ranking Bidder's Participation Guarantee and terminate the Tender Procedure.

10. APPLICABLE REGULATION AND LEGAL PROTECTION

10.1 Applicable laws and regulations

- (a) The Tender Procedure is conducted in accordance with the Concessions Act and the Decision, including the Concession Notice and Tender Documents approved thereby, and the enacted and applicable regulations.
- (b) When preparing their Applications and Offers, the Bidders should take into consideration all applicable legislation and regulations, including but not limited to, applicable EU directives and decisions, legislation and regulations concerning taxes and other public duties, employment issues, employment conditions and protection of health and safety at work. All applicable laws and regulations can be found in the relevant publications of the Official Gazette of the Republic of Bulgaria and the Official Journal of the European Union.
- (c) These Tender Documents are governed by the Laws of the Republic of Bulgaria. Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to these Tender Documents shall be resolved in accordance with the Bulgarian Law.

11. END OF THE TENDER PROCEDURE

- (a) The Tender Procedure shall end on the day when the Decision of Award or decision for termination of the Tender Procedure will become final and effective in accordance with the Bulgarian Law.
- (b) After the Tender Procedure is completed or terminated in accordance with the Tender Documents, the Grantor will return any unopened Applications and Offers to the relevant Bidders making them available to the Bidder for collection at the place indicated in schedule 1 (*Bid Data Sheet*) for the submission of the Applications and Offers. In case of failure by the Bidders to collect such documents within 20 (twenty) days following the Notice of Award or notice of termination of the Tender Procedure the Commission shall be entitled to either destroy them or keep them without incurring in any liability.

SCHEDULE 1: BID DATA SHEET

The following Tender Procedure-specific data shall be part of the Tender Documents.

1.	Concession Name	Works concession for the "Civil airport for public use Sofia" – public state property
2.	Name of the Grantor	The Minister of Transport, Information Technology and Communications
3.	Address and other contact information of Grantor and Commission	Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria, 9, Dyakon Ignatii Street, Sofia, Republic of Bulgaria Tel/Fax: 02/9409 419; 02 9885149 Internet address: www.mtitc.government.bg ; www.concession-sof.bg Email: questions@concession-sof.bg
4.	Contact person at the Commission	Contact person: Ms. Albena Lazarova Tel/Fax: 02/9409 419; 02 9885149 Email: alazarova@mtitc.government.bg
5.	Address for Submission of the Application and Offers, Modification of Application and Offer and Withdrawal of the Application and Offer	Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria, 9 Dyakon Ignatii Street, floor 10, room 1007/1011, 1000 Sofia, Republic of Bulgaria Email: questions@concession-sof.bg
6.	Concession Notice of the Tender Procedure published on the Official Journal of the European Union	on 5 July 2018, no. 2018/S 127-290417
7.	Lot of the Tender Procedure in the National Concession Register	No. 111-2/05.07.2018
8.	Project Website Address	www.concession-sof.bg
9.	Language of the Tender Procedure and the Offering Documents	As per clause 6.5 (<i>Language of the Tender Procedure and the Applications and the Offers</i>)
10.	Currency of Bid	EURO
11.	Currency of Participation Guarantee	EURO

12.	Bid Validity Period	360 calendar days from the Bid Submission Deadline unless extended pursuant to these Tender Documents	
13.	Number of Copies of Offering Documents	As prescribed in clause 7 (<i>Submission of the Application and the Offer</i>)	
14.	Bid Submission Deadline	22.10.2018, 13:00, floor 10, room 1007/1011, MTITC, 9 Dyakon Ignatii Street, 1000 Sofia, Republic of Bulgaria	
15.	Place, date and time of Opening of the Offers	Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria, floor 3, room No.3, 9 Dyakon Ignatii Street, 1000 Sofia, Republic of Bulgaria Date and time: 22.10.2018, 14:00	
16.	Timeline of the Tender Procedure (changes to the timeline of the Tender Procedure will be notified to the Bidders pursuant to clause 5.6 (<i>Notices and Communications</i>) of these Tender Documents)	ACTION	DATE
		Publication of the Concession Notice and launch of the Tender Procedure	5 July 2018
		Last Day for submitting a request for clarifications pursuant to clause 5.2(a)	08.10.2018
		Last Day for publishing responses to requests for clarifications pursuant to clause 5.2(b)	16.10.2018
		Bid Submission Deadline	22.10.2018, 13:00, see item 13 above
		Opening of the Applications (closed session)	22.10.2018 at 14:00 Bulgarian time, address MTITC room No.3
Opening of the Offers (public session)	[◆] at [◆] Bulgarian time, address [◆]		

SCHEDULE 2: DESCRIPTION OF THE CONCESSION

Part 1: Description of the Concession Site

I. General presentation of Sofia Airport

The Concession Site is the Civil airport for public use Sofia – public state property ("**Sofia Airport**" or "**Airport**").

Sofia Airport is the biggest international airport on the territory of the Republic of Bulgaria and is situated at approximately 10 km east from the centre of the capital – Sofia.

Over 35 airlines operate regular passenger and cargo flights, as well as seasonal and touristic programs to and from Sofia. In 2017 the Airport processed in total 6,490,096 passengers, which is 30,3% more in comparison with 2016. The registered aircraft movements were 57,673 in total. Sofia Airport processed 20,876 tons in total of cargo and postal parcels. The list of the leading airlines includes Wizz Air (with 31,5% market share), Ryanair (22,2%), Bulgaria Air (15,4%), Lufthansa (6,9%) and Austrian Airlines (4,3%). The top destinations for 2017 were London, Milan, Varna, Rome, Amsterdam, Brussels and Madrid. The summer schedule of Sofia Airport for 2018 offers a range of direct flights to 75 destinations in Europe and the Middle East.

At present Sofia Airport has two Terminals:

Terminal 2

The more recent terminal is Terminal 2 with annual capacity of 2.6 million passengers. The Terminal was opened on 12.12.2006, and in 2013 was completed its extension to the north, which allowed additional increase of its passenger capacity with about 200,000 per year. The central building of Terminal 2 rests on a total area of 56,500 m², its pier stretching out to 200 m. The building has 7 passenger boarding bridges. The vertical access to the levels of the terminal building is facilitated by 12 elevators and 7 escalators. A passageway connects the main building with the 4 floors covered public parking – the 800-space parking garage.

Terminal 2 has commercial units on a total area of 4000 m² offering passengers a variety of services – restaurants, coffee-bars, shops, tourist and rent-a-car services, bank offices and bureaux de change.

The automated baggage handling system with integrated four-level security control, the thirty-four check-in desks, and the modern flight information display system are only part of the facilities providing “C” level of customer service to 2,500 passengers per peak hour.

Terminal 1

The older passengers terminal is Terminal 1, resting on a total area of 15,000 m², with annual capacity of 1.8 million passengers. Built during the first half of 20th century, then many times extended and completed, and renovated in 2000, Terminal 1 offers a convenient access and easy facilities but lower level of customer services during peak hours.

Cargo zone

Sofia Airport has a cargo zone on a total area of 14,600 m², and 2 cargo terminals with a total capacity of 20,000 tons per year.

Runway

On 31 August 2006, Sofia Airport opened its new runway, offset at 210 m to the north from the old one, the east end of the 3,600 m-long runway crossing over Iskar River bed on a specially constructed bridge. New taxiways were constructed additionally allowing for 22 aircraft movements per hour at a high level of safety. The aeronautical equipment of the new runway guarantees landing under low visibility conditions at Category IIIB from 2013 of ICAO standards. The old runway is used only as a taxiway.

Other equipment

Sofia Airport provides parking space available 24 hours. The parking is straight in front of the terminal buildings. The Terminal 1 parking is open and with capacity of 400 parking places. The Terminal 2 parking is covered and connected to the public zones of departures and arrivals. Its capacity is 800 parking places.

There are two de-icing platforms, which allows centralizing the aircraft de-icing procedures, and in April 2009 the construction of a noise protection screen at the aircraft engine testing platform was completed. By completing these activities, the Current Operator of the Airport performs its social commitment to the people living in the regions immediately affected by the airport operating activities.

In 2009 as well, the process of Terminal 2 integration into the surrounding environment was completed. The reconstruction of an old stone pit and the preservation of the natural characteristics of the area, Iskar River being part of it, lead to the creation of a unique park area. Located north-east to Terminal 2 building, occupying a total area of 365 da, having a completed alley network, an amphitheatre and a natural lake, the park is an alternative stage for cultural events.

Sofia Airport has a number of other facilities, in particular such related to the technical infrastructure, described in details in part B (*Description of the Concession site*).

Aeronautical services

The aeronautical services at Sofia Airport are currently operated by the State Enterprise "Air Traffic Services Authority" (BULATSA). In December 2012 a new control tower of BULATSA was open at the Airport. With a total floorage of 2,400 sq.m. and height of 50 m, the tower located north of Terminal 2 is in compliance with the latest trends in Europe and has more than 40-year lifetime.

Ground handling services

Sofia Airport provides all types of ground handling services (GHS), and the licensed ground handling operators currently operating at the Airport are:

- for all GHS, except for the Aircraft technical maintenance and onboard buffet servicing – the Current Operator Sofia Airport EAD (presented below);
- for baggage processing – Goldair Handling Bulgaria Ltd. and Swissport Bulgaria AD;
- for apron servicing of aircrafts – Goldair Handling Bulgaria Ltd. and Swissport Bulgaria AD;
- for servicing of aircrafts with fuel and oil – Lukoil Aviation Bulgaria EOOD and Swissport Bulgaria AD; and

- for processing of cargo and mail – Aviation Services Bulgaria Ltd., Goldair Handling Bulgaria Ltd., DHL Express Bulgaria EOOD, In Time OOD, Cargo Handling Services OOD, ORBIT EOOD, TNT Bulgaria EOOD.

Airport access – public transport

In 2015 the metro station Sofia Airport was put into operation. The exit is right in front of Terminal 2, and between 7:00 and 19:00 there are shuttles to Terminal 1 and back every 30 minutes. Line 1 of Sofia underground connects Sofia Airport with the city centre and provides direct connection from the Airport to the large residential complexes in close proximity – “Druzhba” and “Mladost”, as well as to more distant complexes to the west – “Zapaden Park” and “Lyulin”.

A connection to the railway transport is possible through the metro station Iskarsko shosse which is only 2 stations from Sofia Airport, with a changeover there to trains on the Sofia-Plovdiv and Sofia-Karlovo lines.

A connection between Terminal 1 and Terminal 2 and Sofia city centre can also be made through public buses – routes No. 84 and No. 184, while No. 384 bus route provides access to Sofia Airport – Terminal 2 from Druzhba 2 residential district and back.

Since the beginning of 2018 a new road link has been completed and launched: a trestle connecting Terminal 2 and Brussels Boulevard ensuring a faster direct access to the city centre by car.

Current Operator

The Airport is currently operated by the 100% state-owned joint stock company **Sofia Airport EAD** (UIC 121023551), in which the State is currently the sole shareholder whose rights and obligations are exercised by the Minister of Transport, Information Technology and Communications (“**Sofia Airport EAD**” or the “**Current Operator**”).

The Current Operator performs the following main activities:

- (1) carrying out all the activities of Airport operator under art. 16, para. 5 of the Civil Aviation Act, on the grounds of an airport operator license issued pursuant to art. 48c, para. 1 of the Civil Aviation Act;
- (2) performing the functions of airport administration at Sofia Airport, as described in art. 48a, para. 3 of the Civil Aviation Act, being entrusted by the Minister of Transport, Information Technology and Communications on the grounds of art. 48d and 48 a, para.4 of the Civil Aviation Act;
- (3) setting out and collecting the airport charges according to art. 120, para. 1 of the Civil Aviation Act, while currently these charges are considered public receivables and the proceeds therefrom do not constitute revenues for the Current Operator but are reconciliated with MTITC;
- (4) performing ground handling activities on the grounds of ground handling operator licenses issued on the grounds of art. 48d, para 3 of the Civil Aviation Act;
- (5) performing other activities, including:

- duty free trade – according to the Duty Free Trade Act and on the grounds of respective license;
- retail trade in shops;
- exploitation and renting of parking space;
- renting areas, premises and billboards.

Certificates and licenses related to the Concession Site and the activities performed at the Airport

With respect to Sofia Airport **Certificate of operational fitness No. 1/30.10.2016** was issued on the grounds of Art. 44, para. 2 of the Civil Aviation Act and Art. 16 of Ordinance No.20 of 2006 certifying that Sofia Airport complies with the requirements of the civil aviation legislation in the Republic of Bulgaria and is worthy for operation of code “E” aircrafts as per the ICAO Classification as an airport for public use of international and domestic transport of passengers and cargo. The certificate has been confirmed by DG CAA most recently on 29.11.2017 and is subject to attestation by DG CAA every year.

On the grounds of Art. 48c, para. 1 of the Civil Aviation Act, Sofia Airport EAD was issued an **Airport Operator License No. 1/30.10.2016** certifying that the Company complies with the requirements of art. 48d of the Civil Aviation Act and the licensing conditions defined in Ordinance No.20 of 2006.

Sofia Airport EAD was provided with a **Certificate No. BGLBSF-001 dated 29.12.2017**, issued in accordance with Regulation 216/2008 and Regulation 139/2014, certifying that Sofia Airport EAD is authorised to operate and manage Sofia Airport, in accordance with Regulation 216/2008 and its implementing rules, the aerodrome certification basis, the terms of the certificate and the aerodrome manual. The Certificate is issued for unlimited time.

On the grounds of Art. 44, para. 2 of the Civil Aviation Act, Sofia Airport EAD was issued **Certificate No. 944 dated 05.09.2017** for the operational fitness of the airfield ground lighting systems (AGL) at Sofia Airport, valid until 05.09.2018. In this regard, on the grounds of Art. 4, para. 3 and 4 of Ordinance 141/2002, Sofia Airport EAD was issued with **Certificate No.AGL-1 dated 02.09.2016** for approval of the organization for maintaining the AGL at Sofia Airport.

On 30.10.2016 ground handling operator licenses were issued to Sofia Airport EAD for the following GHS:

- ground administration and supervision;
- passenger handling;
- baggage handling;
- freight and mail handling;
- ramp handling;
- aircraft servicing;
- fuel and oil handling;
- flight operations and crew administration;
- ground transportation.

In relation to the GHS, on the grounds of Art. 44, para. 2 of the Civil Aviation Act and Art. 30, para. 2 of Ordinance No. 20 of 2006, Sofia Airport EAD has been issued with **Certificate No. 1Y/15.07.2015** for operational worthiness of ground handling systems and facilities for passenger service, servicing and provision of aircrafts, loading and unloading of baggage and cargo (ground handling service systems and facilities or “**GHSF**”).

Sofia Airport EAD possesses also an **Aviation Training Centre License** No. 16/05.11.2007, issued by DG CAA on the grounds of the Civil Aviation Act and Ordinance No. 27 of 31.03.2000 of the Minister of Transport and Communications on the aviation training centres, certifying the competency of the Aviation Training Centre at Sofia Airport EAD to carry out training of aviation personnel. The certificate is non-transferrable and a validity period until 18.11.2019.

Sofia Airport EAD is certified in accordance with the requirements of the International Organization for Standardization (ISO), with certificates under two standards: **ISO 9001:2008 (Quality management)** and **ISO 14001:2004 (Environmental management)**. The certificates ISO 9001:2008 and ISO 14001:2004 guarantee that all activities of Sofia Airport EAD are directed to the efficient management of all the resources and the continuous increase of the quality of the services offered, focused on the satisfaction of the end users’ needs.

Sofia Airport EAD is certified under the **ACI EUROPE Airport Carbon Accreditation Programme** at Level 2 Reduction. Sofia Airport is the first and, so far, the only Bulgarian airport accredited by ACI EUROPE and granted a Certificate of Accreditation.

In relation to the commercial activities carried out by the Current Operator, there are a number of other licenses, permits and certificates issued in its name, including a duty free trade license, a tax warehouse management license, permits for trade in tobacco products, etc.

The existing licenses, certificates and permits are issued in the name of the Current Operator Sofia Airport EAD and as a rule are non-transferrable. Upon awarding a concession, the Concessionaire shall have to apply for and obtain new ones, after verification of compliance with the relevant regulatory requirements.

II. Description of the Concession Site

The Concession Site includes a **concession territory** with total area of 5,128,460 sq.m., encompassing the **land plots and parts of land plots** as described below, as well as **buildings and facilities**, as follows:

1. Description of land plots (LP) and buildings – public state property

1.1. Land plot, located in Sofia city, Sofia Municipality, Slatina region, with identifier 68134.709.9, with area 2 072 572 (two million and seventy-two thousand five hundred and seventy-two) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: quarter 2, plot XI, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.55, 68134.709.10, 68134.8573.10, 68134.8573.11, 68134.8575.39, 68134.8575.27, 68134.8574.11, 68134.8574.12, 68134.8575.29, 68134.8574.323, 68134.709.242, 68134.8574.8, 68134.8575.12, 68134.8575.32, 68134.8574.6, 68134.8575.10, 68134.8574.7, 68134.709.64, 68134.8575.44, 68134.8575.42, 68134.709.195, 68134.709.63, 68134.709.8, 68134.709.430, 68134.709.7, 68134.709.54,

68134.709.68, 68134.709.67, 68134.709.66, 68134. 709.65., with the built on the property building, as follows:

1.1.1. **Building** with identifier 68134.709.9.1, with built up area of 186 sq. m., on one floor, with designation: building for energy production;

For the land plot and the building, Public State Property Deed No 09084 of 11.04.2016 is issued by the District Governor of Sofia-city District.

1.2. Land plot, located in the city of Sofia, Kremikovtzi region, Krivinski pat St., area VII-38-I, with identifier 68134.8566.177, with area 23 073 (twenty three thousand seventy three) sq. m., permanent designation of the territory: transport territory, permanent use manner: for airfield, airport, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.8576.8, 68134.8567.15, 68134.8566.83, 68134.8566.68, 68134.8566.279, 68134.8566.71, 68134.8566.85, 68134.8566.79, 68134.8566.284, 68134.8566.61, 68134.8566.10, 68134.8566.11, 68134.8566.12, 68134.8566.89, 68134.8566.91, 68134.8566.93, 68134.8566.37, 68134.8566.95, 68134.8566.97, 68134.8566.81, 68134.8566.19, 68134.8566.80, 68134.8566.96, 68134.8566.90, 68134.8566.94, 68134.8566.92, 68134.8566.86, 68134.8566.84, 68134.8566.175, 68134.8566.78, 68134.8566.176, 68134.8566.82, 68134.8567.11, 68134.8567.12, 68134.8567.14, number under previous plan: none; Public State Property Deed No 09085 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.3. Land plot, located in the city of Sofia, Kremikovtzi Region, Vrazhdebna Quarter, with identifier 68134.8573.11, with area 667 626 (six hundred twenty six) sq. m., permanent designation of the territory: transport territory, permanent use manner: for airfield, airport, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.10, 68134.8559.36, 68134.8560.2, 68134.8573.10, 68134.8559.13, 68134.8559.23, 68134.8560.3, 68134.8559.14, 68134.8560.4, 68134.8560.5, 68134.8559.34, 68134.8559.30, 68134.8559.16, 68134.8559.38, 68134.8559.32, 68134.8559.26, 68134.8560.12, 68134.8560.51, 68134.8560.53, 68134.8560.15, 68134.8560.16, 68134.8560.43, 68134.8560.45, 68134.8560.37, 68134.8560.39, 68134.8560.41, 68134.8560.49, 68134.8560.47, 68134.8560.23, 68134.8560.24, 68134.8560.54, 68134.8560.25, 68134.8560.27, 68134.8565.41, 68134.8565.40, 68134.8565.52, 68134.8565.53, 68134.8565.42, 68134.8565.7, 68134.8565.56, 68134.8565.6, 68134.8565.17, 68134.8565.16, 68134.8565.44, 68134.8565.46, 68134.8565.9, 68134.8565.50, 68134.8565.55, 68134.8571.54, 68134.8571.158, 68134.8571.156, 68134.8571.157, 68134.8571.55, 68134.8567.4, 68134.8567.6, 68134.8567.16, 68134.8567.17, 68134.8570.54, 68134.8570.50, 68134.8570.53, 68134.8570.34, 68134.8570.35, 68134.8570.36, 68134.8570.37, 68134.8570.44, 68134.8570.42, 68134.8570.47, 68134.8570.46, 68134.8570.30, 68134.8570.19, 68134.8570.20, 68134.8570.5, 68134.8570.52, 68134.8570.40, 68134.8570.3, 68134.8588.14, 68134.8588.20, 68134.8588.18, 68134.8588.22, 68134.8588.21, 68134.8572.3, 68134.8572.2, 68134.8587.14, 68134.8572.42, 68134.8587.13, 68134.8572.1, 68134.8574.11, 68134.709.9, with the built on the property facilities, described in the state property deed; number under previous plan: none; for the property, Public State Property Deed No 09086 of 11.04.2016 is issued by the District Governor of Sofia-city District.

1.4. Land plot, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.65, with area 490 (four hundred ninety) sq. m.,

permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: 130, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.55, 68134.709.9, 68134.709.67, 68134.709.68, 68134.709.66; Public State Property Deed No 09087 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.5. Land plot with identifier 68134.709.67, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with area 66 (sixty six) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: 155; Public State Property Deed No 09088 of 11.04.2016 is issued for the property, by the District Governor of Sofia-city District.

1.6. Part of land plot with size **1 171 419** (one million one hundred seventy-one thousand four hundred and nineteen) sq. m. the whole land plot is located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.469 and with area 1 200 059 (one million two hundred thousand and fifty nine) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: quarter 2, plot X, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.11, 68134.709.12, 68134.709.15, 68134.709.16, 68134.709.18, 68134.709.19, 68134.709.463, 68134.8558.71, 68134.709.462, 68134.709.461, 68134.709.458, 68134.709.457, 68134.8573.10, 68134.8573.11, 68134.709.9, 68134.709.55, 68134.709.56, 68134.709.470, together with the buildings and facilities built on this part of the property, described in the Public State Property Deed No 09139 of 14.05.2016, issued by the District Governor of Sofia-city District, as follows:

1.6.1. **Building** with identifier 68134.709.469.1, on one floor, with designation: other type of production, storage, infrastructure building with built up area 15 (fifteen) sq. m.;

1.6.2. **Building** with identifier 68134.709.469.2, on one floor, with designation: other type of production, storage, infrastructure building with built up area 12 (twelve) sq. m.;

1.6.3. **Building** with identifier 68134.709.469.3, on one floor, with designation: other type of production, storage, infrastructure building with built up area 78 (seventy eight) sq. m.;

1.6.4. **Building** with identifier 68134.709.469.4, on one floor, with designation: other type of production, storage, infrastructure building with built up area 20 (twenty) sq. m

1.6.5. **Building** with identifier 68134.709.469.5, on one floor, with designation: building of special designation, with built up area 868 (eighty six) sq. m.;

1.6.6. **Building** with identifier 68134.709.469.6, on one floor, with designation: other type of production, storage, infrastructure building with built up area 118 (one hundred and eighteen) sq. m.;

1.6.7. **Building** with identifier 68134.709.469.7, on one floor, with designation: other type of production, storage, infrastructure building with built up area 122 (one hundred twenty two sq. m.);

1.6.8. **Building** with identifier 68134.709.469.8, on one floor, with designation: other type of production, storage, infrastructure building with built up area 88 (eighty eight) sq. m.;

1.6.9. **Building** with identifier 68134.709.469.11, on one floor, with designation: other type of production, storage, infrastructure building with built up area 1324 (one thousand three hundred twenty four) sq. m.;

1.6.10. **Building** with identifier 68134.709.469.12, on one floor, with designation: other type of production, storage, infrastructure building with built up area 59 (fifty nine) sq. m.;

1.6.11. **Building** with identifier 68134.709.469.13 on one floor, with designation: other type of production, storage, infrastructure building with built up area 54 (fifty four) sq. m.;

1.6.12. **Building** with identifier 68134.709.469.14, on one floor, with designation: other type of production, storage, infrastructure building with built up area 35 (thirty five) sq. m.;

1.6.13. **Building** with identifier 68134.709.469.15, on one floor, with designation: other type of production, storage, infrastructure building with built up area 453 (four hundred and fifty three) sq. m.; For this building (Starting handling and information & coordination centre) a questionnaire is attached, as well as a scheme of the individual objects.

1.6.14. **Building** with identifier 68134.709.469.16, on one floor, with designation: hangar, depot, garage, with built up area 90 (ninety) sq. m.;

1.6.15. **Building** with identifier 68134.709.469.24, on one floor, with designation: other type of production, storage, infrastructure building with built up area 30 (thirty) sq. m.;

1.6.16. **Building** with identifier 68134.709.469.26, on one floor, with designation: other type of production, storage, infrastructure building with built up area 18 (eighteen) sq. m.

1.6.17. **Structure** – noise protection screen, with coordinates of boundary points:

Y = 8505168.369 X = 4603161.411

Y = 8505161.398 X = 4603167.812

Y = 8505119.805 X = 4603170.880

Y = 8505085.231 X = 4603168.701

Y = 8505079.530 X = 4603105.220

Y = 8505113.235 X = 4603096.890

Y = 8505158.515 X = 4603092.584

Y = 8505162.690 X = 4603098.184

Co-ordinates system - 1970

Use permit No 09-05-391/22.04.2009

1.7. Land plot, located in the city of Sofia, Kremikovtsi region, Vrazhdebna quarter, with identifier 68134.8573.10, with area 49 541 (forty nine thousand five hundred forty one) sq. m., permanent designation of the territory: transport territory, permanent use manner: for airfield, airport, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.461, 68134.8558.71, 68134.8558.81, 68134.8558.62, 68134.8558.68, 68134.8558.83, 68134.8558.70, 68134.8558.60, 68134.8558.66, 68134.8558.37, 68134.8558.38, 68134.8558.79, 68134.8558.74, 68134.8558.78, 68134.8558.64, 68134.8558.82, 68134.8558.80, 68134.8559.40, 68134.8559.13, 68134.8573.11, 68134.709.9, 68134.709.10, number under previous plan: none; for the property, Public State Property Deed No 09090 of 11.04.2016 is issued by the District Governor of Sofia-city District.

1.8. Land plot, located in the city of Sofia, Slatina region, with identifier 68134.709.16, with area 24 281 (twenty four thousand two hundred eighty one) sq. m., permanent designation of the territory: urbanized, permanent use manner: for airfield and airport, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.15, 68134.709.46, 68134.709.17, 68134.709.18, 68134.709.10, permanent use manner: quarter 2, plot IV, together with the buildings and facilities built on the land plot and described in the Public State Property Deed No 09091 of 11.04.2016, issued by the District Governor of Sofia-city District:

1.8.1. Building – Passenger terminal 1 “Departures”, with identifier 68134.709.16.1, with built up area 9586 (nine thousand five hundred eighty six) sq. m., on two floors, with designation: transport building, consisting of: Terminal 1 “Departures”, elevation 0.00, with area 5751.27 (five thousand seven hundred fifty one and twenty seven hundredths) sq. m., including: lounges (with area 3266.12 (three thousand two hundred sixty six and twenty hundredths) sq. m. shops with area 421.10 (four hundred twenty one and ten hundredths) sq. m.; coffee bar with area 276.16 (two hundred seventy six and sixteen hundredths) sq. m.; offices with area 635.16 (six hundred thirty five and sixteen hundredths) sq. m., premises lanes, switchboards, luggage compartment with area 878.69 (eight hundred seventy eight and sixty nine hundredths) sq. m., corridors and stairs with area 138.75 (one hundred thirty eight and seventy five hundredths) sq. m.; toilets with area 135.29 (one hundred thirty five and twenty nine hundredths) sq. m.; Terminal 1 “Departures” level gallery elevation +3.70 with area 381.44 (three hundred eighty one and forty four hundredths) sq. m., including: gallery-cafe with area 246 (two hundred forty six) sq. m., offices with area 67.87 (sixty seven and eighty seven hundredths) sq. m., toilets with area 16.07 (sixteen and seven hundredths) sq. m., corridor with area 3.72 (three and seventy two hundredths) sq. m., technical premise with area 47.78 (forty seven and seventy eight hundredths) sq. m.; administration elevation +4.00 west part, with area 1118.92 (one

thousand one hundred eighteen and ninety two hundredths) sq. m., including: offices with area 557.60 (five hundred fifty seven and sixty hundredths) sq. m., lounges with area 277.80 (two hundred seventy seven and eighty hundredths) sq. m., corridor and stairs with area 247.42 (two hundred forty seven and forty two hundredths) sq. m., toilets with area 36.10 (thirty six and ten hundredths) sq. m.; administration elevation +4.00 eastern part, with area 496.10 (four hundred ninety six and ten hundredths) sq. m., including: offices with area 319.80 (three hundred ninety and eighty hundredths) sq. m., corridor and stairs with area 145.60 (one hundred forty five and sixty hundredths) sq. m., toilets with area 30.70 (thirty and seventy hundredths) sq. m.; restaurant and kitchen at elevation +4.00 with area 1037.92 (one thousand thirty seven and ninety two hundredths) sq. m., including: first level with area 826.67 (eight hundred twenty six and sixty seven hundredths) sq. m. and second level with area 211.25 (two hundred eleven and twenty five hundredths) sq. m.; administration elevation +7.00 western part, with area 1009.90 (one thousand, nine and nine tenths) sq. m., including: offices with area 872.40 (eight hundred seventy-two and four tenths) sq. m., corridor and stairs with area 115 (one hundred fifteen) sq. m., toilets with area 22.50 (twenty two and five tenths) sq. m.; Terminal 1 “Departures” basement elevation -2.80 with area 3024.07 (three thousand, twenty-four and seven hundredths) sq. m., including: warehouses, workshops, boiler room with area 2345.67 (two thousand, three hundred forty-five and sixty-seven hundredths) sq. m., corridors and stairs area 660.40 (six hundred sixty and four tenths) sq. m., toilets with area 18 (eighteen) sq. m.; VIP with area 482.59 (four hundred eighty-two and fifty-nine hundredths) sq. m., including: lounges with area 252.79 (two hundred fifty-two and seventy-nine hundredths) sq. m., offices with area 50.64 (fifty and sixty-four hundredths) sq. m., lobby with area 63.43 (sixty-three and forty-three hundredths) sq. m., corridors and stairs with area 97.83 (ninety-seven and eighty-three hundredths) sq. m., toilets with area 17.90 (seventeen and nine tenths) sq. m.

1.8.2. **Building** with identifier 68134.709.16.2, with built up area 12 (twenty) sq. m., on one floor, with designation: transport building;

1.8.3. **Building** with identifier 68134.709.16.3, with built up area 15 (fifteen) sq. m. on one floor, with designation: other type of production, storage, infrastructure building;

1.8.4. **Building** with identifier 68134.709.16.4, with built up area 24 (twenty four) sq. m., on one floor, with designation: other type of production, storage, infrastructure building.

1.9. Land plot, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.19, with area 359 332 (three hundred fifty nine thousand three hundred thirty two) sq. m., permanent designation of the territory: urbanized, permanent use manner: for airfield, airport, number under previous plan: quarter 2, plot XV, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.18, 68134.709.42, 68134.709.49, 68134.709.26, 68134.709.48, 68134.709.41, 68134.709.47, 68134.709.465, 68134.709.464, 68134.709.463, 68134.709.10, 68134.709.20, together with the buildings built on the land plot and described in the Public State Property Deed No 09093 of 11.04.2016, issued by the District Governor of Sofia-city District buildings – public state property:

1.9.1. **Building** with identifier 68134.709.19.1, on two floors, with designation: transport building, with built up area 29 887 (twenty nine thousand eight hundred eighty seven) sq. m.

1.9.2. **Building** with identifier 68134.709.19.2, on four floors, with designation: hangar, depot, garage, with built up area 8 110 (eight thousand one hundred and ten) sq. m.;

1.9.3. **Building** with identifier 68134.709.19.3, on one floor, with designation: building for water supply and/or sewage, with built up area 192 (one hundred ninety two) sq. m.

1.9.4. **Building** with identifier 68134.709.19.4, on one floor, with designation: building for water supply and/or sewage, with built up area 65 (sixty five) sq. m.

1.9.5. **Building** with identifier 68134.709.19.5, on one floor, with designation: other type production, storage, infrastructure building, with built up area 42 (forty two) sq. m.;

1.9.6. **Building** with identifier 68134.709.19.6, on one floor, with designation: other type of production storage, infrastructure building, with built up area 41 (forty one) sq. m.

1.9.7. **Building** with identifier 68134.709.19.8, on one floor, with designation: building for water supply and/or sewage, with built up area 214 (two hundred fourteen) sq. m.

1.9.8. **Building** with identifier 68134.709.19.9, on one floor, with designation: building for water supply and/or sewage, with built up area 489 (four hundred eighty nine) sq. m.

1.9.9. **Building** with identifier 68134.709.19.10, on one floor, with designation: building for energy production, with built up area 126 (one hundred twenty six) sq. m.

1.10. Land plot, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.26, with area 73 500 (seventy three thousand five hundred) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: quarter 2, part of plot XVI, with property boundaries as per LP plan: neighbouring land plots Nos. 07106.1401.1004, 07106.1401.1005, 68134.709.48, 68134.709.47, 68134.709.19, 68134.709.49, 68134.709.50.; Public State Property Deed No 09094 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.11. Land plot, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.41, with area 13 104 (thirteen thousand one hundred four) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, quarter 2, part of plot XVI, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.48, 07106.1403.393, 07106.1403.394, 07106.1403.11, 68134.709.466, 68134.709.465,

68134.709.47, 68134.709.19; Public State Property Deed No 09095 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.12. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.1, with area 166 656 (one hundred sixty six thousand six hundred fifty six) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.53, 68134.709.7, 68134.709.407, 68134.709.427, 68134.8578.110, 68134.8578.1395, 68134.8578.109, 68134.709.52, number under previous plan: quarter 2, plot XIII; Public State Property Deed No 09096 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.13. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.7, with area 109 563 (one hundred and nine thousand five hundred sixty three) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.9, 68134.709.430, 68134.709.407, 68134.709.1, number under previous plan: quarter 2, plot XII; for the property Public State Property Deed No 09097 of 11.04.2016 is issued by the District Governor of Sofia-city District.

1.14. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.8, with area 9 345 (nine thousand three hundred forty five) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.9, 68134.709.64, 68134.709.63, 68134.709.62, 68134.709.430, number under previous plan: quarter 2, plot XII; for the property Public State Property Deed No 09098 of 11.04.2016 is issued by the District Governor of Sofia-city District.

1.15. Land plot, located in the city of Sofia, Sofia Municipality, Sofia District, Slatina Region, with identifier 68134.709.430, with area 32 520 (thirty two thousand five hundred twenty) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, number under previous plan: 430 of quarter 2, plot XII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.9, 68134.709.8, 68134.709.63, 68134.709.62, 68134.709.194, 68134.709.429, 68134.709.5, 68134.709.6, 68134.709.4, 68134.709.407, 68134.709.7; Public State Property Deed No 09099 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

For the specified land plot, Order No 0X-882/04.12.2000 and Order No RD-08-902/04.12.2000 of the Minister of Defence and the Minister of Transport and Communications has been issued on the joint use of the land plot.

1.16. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.11, with area 142 713 (one hundred forty two thousand seven hundred and thirteen) sq. m., permanent designation of the territory: urbanized, permanent use manner: for another land plot for movement and transport, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.58, 68134.709.51, 68134.709.12, 68134.709.10, 68134.709.56, 68134.709.57 number under previous plan: quarter 2, plot IX, with facilities, described in the public state property deed; Public State Property Deed No 09100 of 11.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.17. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.13, with area according to LP plan 70 155 sq. m., and according to notarial deed – 70 306 sq. m., with permanent designation of the territory: urbanized, and permanent use manner: for another land plot for movement and transport, with number under previous plan: quarter 2, plot VII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.51, 68134.709.14, 68134.709.15, 68134.709.12, together with the buildings built on the land plot, described in the Public State Property Deed No 09115 of 25.04.2016 issued for the property by the District Governor of Sofia-city District.

1.17.1. **Building** with identifier 68134.709.13.1, representing “Fuels & Lubricants (FL) Building”, on one floor, with designation: other type of production, storage, infrastructure building, with built up area according to LP plan 303 sq. m., and according to notarial deed – 290 sq. m.;

1.17.2. **Building** with identifier 68134.709.13.3, representing FL Laboratory, on one floor, with designation: industrial building, with built up area according to LP plan 315 sq. m., and according to notarial deed – 310 sq. m.;

1.17.3. **Building** with identifier 68134.709.13.6, on one floor, with designation: building for trade, with built up area 79 sq. m.;

1.17.4. **Building** with identifier 68134.709.13.8, representing “Pavilion for service station”, on one floor, with designation: other type of production, storage, infrastructure building, with built up area according to LP plan 18 sq. m., and according to notarial deed – 29 sq. m.;

1.17.5. **Building** with identifier 68134.709.13.2, on one floor, with designation: other type of production, storage, infrastructure building, with built up area 85 sq. m.;

1.17.6. **Building** with identifier 68134.709.13.4, on one floor, with designation: other type of production, storage, infrastructure building, with built up area 11 sq. m.;

1.17.7. **Building** with identifier 68134.709.13.5, on one floor, with designation: other type building for habitation, with built up area 72 sq. m.;

1.17.8. **Building** with identifier 68134.709.13.7, on one floor, with designation: other type of production, storage, infrastructure building, with built up area 61 sq. m.

1.18. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.14, with area 50 051 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for another land plot for movement and transport, with number under previous plan: quarter 2, plot VI, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.709.46, 68134.709.15, 68134.709.13, together with the buildings built on the land plot, described in the Public State Property Deed No 09116 of 25.04.2016 issued for the property by the District Governor of Sofia-city District:

1.18.1. **Building** with identifier 68134.709.14.1 (Pavilion No 1) on one floor, with designation: other type of building for habitation, with built up area according to LP plan 260 sq. m., and according to notarial deed the area of the building is e 242 sq. m.;

1.18.2. **Building** with identifier 68134.709.14.2 (Pavilion No 2), on one floor, with designation: other type building for habitation, with built up area according to LP plan 267 sq. m., and according to notarial deed the area of the building is 256 sq. m., as well as the described in the notarial act “Football Ground“, “Tennis courts and handball ground”;

1.18.3. **Building** with identifier 68134.709.14.3, on one floor, with designation other type of production, storage, infrastructure, with area 42 sq. m.; Public State Property Deed No 09116 of 25.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.19. Land plot, located in the city of Sofia, Slatina Region, with identifier 68134.709.15, with area 34 519 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for airfield, airport, with number under previous plan: quarter 2, plot V, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.13, 68134.709.14, 68134.709.46, 68134.709.16, 68134.709.10, 68134.709.12, together with the buildings built on the land plot, described in the Public State Property Deed No 09117 of 25.04.2016, issued for the property by the District Governor of Sofia-city District:

1.19.1. **Building** with identifier 68134.709.15.3 (metal hall), with built up area of 891 sq. m., on one floor, with designation: hangar, depot, garage, according to LP plan No 15-189281/19.04.2016 of the Geodesy, Geography and Cadastre Office (GGCO) – Sofia city.

1.19.2. **Building** with identifier 68134.709.15.4 (former canopy, entered in the balance sheet as a facility), with built up area 1 765 sq. m., on one floor, with designation: hangar, depot, garage, pursuant to LP plan No 15-189286/19.04.2016 of GGCO – Sofia city.

1.19.3. **Building** with identifier 68134.709.15.5 (reinforced concrete garage and administration), with built up area of 1410 sq. m., on one floor, with designation: hangar, depot, garage, according to LP plan No 15-189291/19.04.2016 of GGCO - Sofia city.

1.19.4. **Building** with identifier 68134.709.15.6 (Building for technical maintenance), with built up area 1609 sq. m. on one floor, with designation: industrial building, according to LP plan No 15-189297/19.04.2016 of GGCO – Sofia city.

1.19.5. **Building** with identifier 68134.709.15.2, with built up area 75 sq. m., on one floor, with designation: other type of production, storage, infrastructure building, according to LP plan No 15-189273/19.04.2016 of GGCO - Sofia city.

1.19.6. **Building** with identifier 68134.709.15.11, with built up area 16 sq. m. on one floor, with designation: other type of building for habitation, according to LP plan No 15-189268/19.04.2016 of GGCO – Sofia city.

1.19.7. **Building** with identifier 68134.709.15.1, with built up area 2 493 (two thousand four hundred ninety three) sq. m. on two floors, with designation: transport building, located on land plots with identifiers 68134.709.15 and 68134.709.16, belonging to land plot with identifier 68134.709.15 according to LP plan No 15-189263/19.04.2016 of GGCO - Sofia city.

1.20. Land plot, located in the city of Sofia, Slatina region, with identifier 68134.709.17, with area according to LP plan 16 255 sq. m., and according to notarial deed 16 204 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for another land plot for movement and transport, c number under previous plan: quarter 2, plot XIX, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.46, 68134.709.27, 68134.709.28, 68134.709.29, 68134.709.18, 68134.709.16; Public State Property Deed No 09118 of 25.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.21. Land plot, located in the city of Sofia, for the property, with identifier 68134.709.31, with area 1 175 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other type industrial, storage site, with number under previous plan: quarter 2, plot XXVII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.32, 68134.709.44; Public State Property Deed No 09120 of 25.04.2016 is issued for the property by the District Governor of Sofia-city District.

1.22. Land plot with cadastral identifier 07106.1401.10, comprising the land of the fuel and lubricants (FL) unloading site, for which issuing of public state property deed is pending, as well as for the facility adhering to it.

1.22.1. **Facility**, consisting of: FL unloading site with railroad, cistern P-50 No69, cistern P-50 No 70, bored wells with identifier 07106.1401.10.2, with area according to LP plan 17 sq. m., metal fence; stationary system for transportation of drained and precipitated kerosene, with identifier 07106.1401.10.1, with area according to LP plan 33 sq. m., underground reservoir - 4 m³ N37, diesel unit АД100-3С4 SW680 (АД-10030SM 680), pump for oil products and kerosene, level gauge for tube well, submersible pump for FL unloading site with railroad, manually operated device for railroad switches, manually operated device for 17 railroad switches, system flow metering for FL unloading site, filter and deaeration system, canopy, water pump WT40XK3-DE HONDA, representing unloading site on a base for FL, located on land plot with identifier 07106.1401.10, according to combined LP plan, issued by GIS – Sofia on 04.08.2014, with area according to cadastral map 15 811 sq. m., and according to archived cadastral plan – 15 369 sq. m., with permanent designation of the territory: for FL, mixed production zone, as well as facility – kerosene pipeline within the following characteristics: pipe diameter $\phi 159/4,5$, with working pressure 0.96 MPa and trial pressure of 1.2 MPa; with geodetic coordinates as per the Sofia system: starting point X = 52076,392, Y = 47191,3095, falling within property with identifier 07106.1401.10; end point with coordinates X = 50781.4250, Y = 48289.8055, falling within property under it. 1.1.1 with identifier 68134.709.14; coordinates of main kinks of the route: X = 50761.3650, Y = 48207.0006; X = 51068.8546, Y = 48081.7849; X = 51743.9333, Y = 47284.0038 и X = 51876.1390, Y = 47277.7809; with a total length 1965 m.

1.23. Buildings, located in Sofia, Sofia Municipality, Sofia District, Slatina region, as follows:

1.23.1. **Buildings** (Cargo zone – Sofia airport), built on land plot with identifier 68134.709.480 number under previous plan: 18, quarter: 2, RLP XLII representing: building with identifier 68134.709.480.4 – administrative-residential, with area 102 sq. m.; building with identifier 68134.709.480.5 – X-ray sector and staff entry-exit, with area 126 sq. m.; building with identifier 68134.709.480.6 – three voluminous cells, with area 15 sq. m.; building with identifier 68134.709.480.1, with area 2712 sq. m., consisting of: hall – apron mechanization, canopy – cargo-storage, Warehouse “Duty Free Trade“ and cargo-storage with charging station for electric driven fork-lift trucks; for land plot with identifier 68134.709.480 a LP plan has been issued No 15-600297-05.12.2016, Public State Property

Deed No 09113 of 25.04.2016 is issued for the buildings by the District Governor of Sofia-city District.

1.23.1. Building, located in Sofia city, Sofia Municipality, Sofia District, Slatina region, located on land plots with identifiers 68134.709.16 and 68134.709.478, belonging to land plot with identifier 68134.709.478), number under previous plan: 18, quarter 2, RLP XL, with identifier 68134.709.478.1, on two floors, with designation: transport building, with built up area 3 064 (three thousand sixty four) sq. m. The building comprises Passenger Terminal - 1 "Arrivals"; for LP 68134.709.478 LP plan No 15-600295-05.12.2016 has been issued; Public State Property Deed No 09092 of 11.04.2016 is issued for the building by the District Governor of Sofia-city District.

1.24. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2050, with area 21 413 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for airfield, airport, with number under previous plan: quarter: 2, plot XI, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.6, 68134.709.428, 68134.8578.89, 68134.608.2051, 68134.709.54, 68134.709.9, 68134.709.7, 68134.608.2048, 68134.608.2049, 68134.608.2057, 68134.608.1503, 68134.608.2056, 68134.608.2043, 68134.608.2055, 68134.608.2058 и 68134.608.2052; Public State Property Deed No 09133/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.25. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2043, with area 1 371 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for airfield, airport, with number under previous plan: none, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.608.2052, 68134.608.2050, 68134.608.2055 и 68134.608.2058; Public State Property Deed No 09138/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.26. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2048, with area 1 095 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other land plot for movement and transport, with number under previous plan: quarter: 2, plot XII, with property boundaries according to LP plan: neighbouring land plots Nos. 68134.608.2049, 68134.608.2050, 68134.709.9, 68134.709.7, 68134.709.1, 68134.608.2047, 68134.608.2045 and 68134.608.2046; Public State Property Deed No 09134/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.27. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2046, with area 132 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other land plot for traffic and movement, c number under previous plan: 1219.743, quarter: 2, plot XII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.608.2049, 68134.608.2048, 68134.608.2047 и 68134.608.2045; Public State Property Deed No 09136/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.28. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2049, with area 54 sq. m., with permanent designation of the territory: urbanized, и с permanent use manner: for other land plot for movement and transport, with number under previous plan: quarter: 2, plot XIII, with property boundaries as per LP plan: neighbouring land plots No. 68134.608.2050, 68134.608.2048, 68134.608.2046, 68134.608.2045, 68134.608.2044 and 68134.608.2057; Public State Property Deed No 09135/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.29. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2045, with area 86 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other land plot for movement and transport, with number under previous plan: 1219.743, quarter: 2, plot XIII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.608.2057, 68134.608.2049, 68134.608.2046, 68134.608.2048, 68134.608.2047, 68134.608.1503 and 68134.608.2044; Public State Property Deed No 09137/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

1.30. Land plot, located in the city of Sofia, Poduyane region, with identifier 68134.608.2047, with area 442 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other land plot for movement and transport, with number under previous plan: quarter: 2, plot XIII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.608.2044, 68134.608.2045, 68134.608.2046, 68134.608.2048, 68134.709.7, 68134.709.1, 68134.709.53 and 68134.608.1503; Public State Property Deed No 09132/14.05.2016 is issued for the property by the District Governor of Sofia-city District.

2. Description of facilities and equipment, located on the concession territory and comprising adjacent infrastructure

- 2.1. Runway, taxiways, aprons and other facilities, described in Schedule No. 2.A.1;
- 2.2. Buildings, facilities and systems of the visual air navigation devices (provision of lighting), according to Schedule No. 2.A.2;
- 2.3. Other facilities and equipment according to inventory, provided as Schedule No 2.A.3;
- 2.4. Facilities of the technical infrastructure, related to electricity supply, water supply and sewage, and gasification, described in Schedule No. 2.A.4;

3. Inclusion of additional land plots, buildings and facilities in the Concession Site

3.1. The Concession Site shall include the buildings, facilities and equipment, which will be built and/or installed by the Concessionaire, at his risk and expenses, in connection with the implementation of the Concession Agreement and in accordance with its terms and conditions.

3.2. By virtue of an additional agreement to the Concession Agreement, following the issue of public state property deeds, the following properties shall be included in the Concession Site:

3.2.1. **Land plot**, located in the city of Sofia, Slatina region, with identifier 68134.709.478, with area 4,184 sq.m., with permanent designation of the territory: urbanized, and with permanent use manner: for another land plot for movement and transport, with number under previous plan: 18, quarter 2, plot XL, with property boundaries as per the land plot plan: neighbouring land plots Nos. 68134.709.479, 68134.709.496, 68134.709.480, 68134.709.469, 68134.709.16;

3.2.2. **Land plot**, located in the city of Sofia, Slatina region, with identifier 68134.709.480, with area 19,026 sq.m., with permanent designation of the territory: urbanized, and with permanent use manner: for another land plot for movement and transport, with number under previous plan: 18, quarter 2, plot XLII, with property boundaries as per the land plot plan: neighbouring land plots Nos. 68134.709.479, 68134.709.496, 68134.709.469, 68134.709.478;

- 3.3.** The Concession Site may include additional land plots, buildings and facilities – public state property, required for the extension of the Concession Site, where this is envisaged pursuant to an approved master plan for the development of the Airport and is related to the implementation of the Concessionaire’s investment programme, under the terms and conditions set out in the Concession Agreement.
- 3.4.** By virtue of an additional agreement to the Concession Agreement, where an objective need arises to ensure the required level of service at the Airport, the following properties may be included in the Concession Site:
- 3.4.1. **Land plot** with identifier 68134.709.60, with area 15,732 sq. m., for which Public State Property Deed (PSPD) No. 09119 of 25.04.2016 is issued, located in RLP XVIII-24, 60 – “for Complex Public Service (CPS)”, which has been provided for use to the Ministry of Defence;
- 3.4.2. **Land plot**, located in the city of Sofia, Slatina region, with identifier 68134.709.24, with area 11,776 sq. m., with permanent designation of the territory: urbanized, and with permanent use manner: for other land plot for movement and transport, with number under previous plan: quarter 2, plot XVIII, with property boundaries as per LP plan: neighbouring land plots Nos. 68134.709.23, 68134.709.50, 68134.709.42, 68134.709.18, 68134.709.59, 68134.709.60, 68134.709.43; public state property deed No 09119 of 25.04.2016 for the property has been issued by the District Governor of Sofia-city District.
- 4. Land plots, buildings and facilities, located in the area of the Airport, but are not included in the Concession Site**
- 4.1.** Land plots and buildings – public state property, facilities and equipment, provided for management and use to **State Enterprise “Air Traffic Services Authority”**, as follows:
- 4.1.1. Land plot and building – Land plot with identifier 68134.709.20, located in RLP XXI – “for aerodrome control tower”, for which PSPD No. 07254/29.07.2009 is issued, and building with identifier 68134.709.20.1 (Aerodrome control tower), for which PSPD No 08297/30.09.2013 is issued;
- 4.1.2. Building with identifier 68134.709.469.9 (Building ARC “Selenia” – airport radar complex, former planning No. 414 of quarter 2) and building with identifier 68134.709.469.10 (Building AP-1, former planning No. 412 of quarter 2), for which PSPD No 09139 of 14.05.2016 is issued, located on Land plot with identifier 68134.709.469 in RLP X-10, 457, 458, 469, 470 - "for aprons, services, fire protection and power substation";
- 4.1.3. Land plot with identifier 68134.709.458 (terrain for a new airport radar) with area 796 sq. m., for which PSPD No 02296/09.11.2016 is issued and land plot with identifier 68134.709.457 (road for access to the radar) with area 852 sq. m., for which PSPD No 02297/09.11.2016 is issued, located in RLP X-10, 457, 458, 469, 470 - "for aprons, services, fire protection and power substation";
- 4.1.4. Building with identifier 68134.709.9.2, with built up area of 8 sq. m., on one floor, with designation: other type production storage infrastructure building.
- 4.1.5. Land plots, buildings and facilities of BULATSA and reserved supporting areas to them;

- 4.1.6. Cable pipelines routes and collectors on the territory of Sofia Airport, built, maintained and run by BULATSA;
- 4.1.7. ½ (one half) ideal parts of a gas pipeline diversion to the Single Air Traffic Control Centre, provided to BULATSA pursuant to Decision of the Council of Ministers No. 475 of 26.06.2006;
- 4.1.8. ½ ideal part of Reinforcement of Iskar River – south of Sofia Airport from km 275+800/km 0+000/ to km 276+925.50/km 1+125,5/, according to Use Permit No CT-12-57/04.02.2005, dyke located on the territory of land plots according to cadastral map with numbers: 68 134.709.467, 68 134.709.466, 68 134.709.465, 68 134.709.464, 68 134.709.463, 68 134.709.462 and 68 134.709.461.
- 4.2. Land plot with identifier 68134.709.12, located in RLP VIII-12 – “For VIP terminal“, with area 38,132 sq. m.;**
- 4.3. From the land plot with identifier 68134.709.469 with area 1,200,059 sq. m. are excluded and are not a part of the Concession Site: apron VIP 1 with area 10,120 sq. m., apron of Air Brigade 28 with area 17,400 sq. m.** with boundary points’ coordinates as specified in schedule No. 2.A.5 and **area of 1,120 sq. m.** for service dogs nursery of the Ministry of Interior with boundary points’ coordinates, including the adjacent buildings with identifiers 68134.709.469.18 and 68134.709.469.19, as specified in schedule No. 2.A.5; PSPD No.09139 of 14.05.2016 issued for the property by the District Governor of Sofia-city District;
- 4.4. Land plot with identifier 68134.709.460** with area 55,210 sq. m., for which PSPD No.09126 of 25.04.2016 is issued, located in RLP XIV-460 – “for administration and technical services”, **together with buildings built thereon** with identifiers 68134.709.460.1, 68134.709.460.2, 68134.709.460.3, 68134.709.460.4, 68134.709.460.5, 68134.709.460.6, 68134.709.460.7, 68134.709.460.8, 68134.709.460.9, 68134.709.460.10, 68134.709.460.11, 68134.709.460.12, 68134.709.460.13, 68134.709.460.14, 68134.709.460.15, 68134.709.460.16, 68134.709.460.17, 68134.709.460.18, 68134.709.460.19, 68134.709.460.20, 68134.709.460.21, 68134.709.460.22, 68134.709.460.23 и 68134.709.460.24, which have been provided for use to State Enterprise “Transport Construction and Rehabilitation”;
- 4.5. Land plot with identifier 68134.709.470** with area 1,743 sq. m., located in RLP X-10, 457, 458, 469, 470 - "for aprons, handling, fire safety and power substation", which by Decision of the Council of Ministers No.806 of 21.09.2016, on the grounds of art. 6, par. 1 of the State Property Act and art. 5, par. 2 of Regulation on the Implementation of the State Property Act has been declared as private state property, with the purpose of providing it for the implementation of West Wing Extension Project: “Expanding aircraft maintenance and repair base Lufthansa Technik Sofia OOD”;
- 4.6. Land plot with identifier 68134.709.47** with area 4,919 sq. m., located in RLP XV-19, 47 – “for passenger terminal, administration, trade, handling services, metro route and metro station”, and **land plot with identifier 68134.709.48** with area 2,997 sq. m., located in RLP XVI-26, 41, 48 – “for administration, trade, handling services and metro route”, which have been transferred by the state through the District Governor of Sofia District to the Sofia Municipality for the building of metro line and metro stations, and as of today are public municipal property, together with the constructions built on them;
- 4.7. Land plots**, which due to their urban-planning characteristics are not appropriate for inclusion in the Concession Site, as follows:

No	Regulated land plot (RLP) / land urban-planning designation	LP identifier	State Property Deed (SPD)		Area sq. m.
			No	Date	
1	XL - "terrain for communications, engineering infrastructure and greening"	68134.709.52	09107	11.4.2016	285.00
2	XL - "terrain for communications, engineering infrastructure and greening " and street regulation	68134.709.53	09108	11.4.2016	2,463.00
3	RLP II – “for sport, garages and greening”, quarter 280, locality “Hristo Botev” housing complex	68134.709.54	09109	11.4.2016	9,759.00
4	Outside the urbanized territory in an agricultural spatial development zone	68134.8571.55	09123	25.4.2016	138.00
5	Outside the urbanized territory in an agricultural spatial development zone	68134.8571.156	09124	25.4.2016	2,537.00
6	Outside the urbanized territory in an agricultural spatial development zone	68134.8571.157	09125	25.4.2016	1,769.00
7	For greening	68134.608.2051	Notarial deed		2,296.00
8	Street regulation	68134.709.44	09121	25.4.2016	2,200.00
9	Street regulation, railroad areal	68134.709.56	09102	11.4.2016	11,983.00
10	Street regulation, railroad areal	68134.709.58	09122	25.4.2016	20,015.00
11	Street regulation, railroad areal	68134.709.72	09106	11.4.2016	331.00
12	Street regulation, railroad areal, quarter 22, locality "Hristo Botev" housing complex (production zone)	68134.709.57	09103	11.4.2016	16,366.00
13	Street regulation, RLP XXII - "for railroad areal and greening", quarter 10, locality "Hristo Botev" and RLP XIII - "for public service and power substation", quarter 11, locality "Hristo Botev" housing complex	68134.709.55	09110	11.4.2016	28,031.00
14	RLP XXII - "for railroad areal and greening"	68134.709.61	09105	11.4.2016	943.00

4.8. Buildings, which are owned or held by third parties, as follows:

Identifiers of buildings/facilities	Location of LP / RLP	Third party owner / user
68134.709.15.7 68134.709.15.8 68134.709.15.9 68134.709.15.10	LP with id. 68134.709.15 in RLP V-15 – “for ground handling services and fire protection”	“Markets South” EAD (sole proprietor of the capital – Sofia Municipality)

<p>68134.709.469.17 – 68134.709.469.20 68134.709.469.21 68134.709.469.22 68134.709.469.23</p>	<p>LP with id. 68134.709.469 in RLP X-10, 457, 458, 469, 470 – “for aprons, services, fire protection and power substation“</p>	<p>To be destroyed Airline Hemus Air EAD or Bulgaria Air Maintenance EAD</p>
<p>68134.709.19.7</p>	<p>LP with id. 68134.709.19 in RLP XV-19, 47 – “for passenger terminal, administration, trade, services, metro route and metro station”</p>	<p>Airline Hemus Air EAD or Bulgaria Air Maintenance EAD</p>
<p>68134.709.24.1 68134.709.24.2 68134.709.24.3 68134.709.24.4</p>	<p>LP with id. 68134.709.24 in RLP XVIII-24, 60 – “for CPS”</p>	<p>Trans Air EOOD</p>

SCHEDULE 2.A.1

Runway, Taxiways, Aprons and Other Facilities

No.	FACILITIES	Year of construction	Area (Total built-up area) / length	Location - Territorial Plan and Land Plot Number (IIYII – VIII)
1.	Pre-aerodrome square T1	2001	32610 m ²	IV, XVII
2.	Power substation and distribution line	2006	182 m	XI
3.	Strengthening of the Iskar River	2006	261 270 m ²	X, XI, XV
4.	New runway	2006	247200 m ²	XI
5.	TWY “C”	2006	31270 m ²	X, XI
6.	TWY “E”	2006	14 691 m ²	XI
7.	TWY “H”	2006	243330 m ²	XI
8.	Bridge over the Iskar River	2006	31190 m ²	XI
9.	Perimeter fence sections along B1	2006	1 435 m	X
10.	Perimeter fencing sections along B2	2006	5690 m	X, XI
11.	Perimeter fence sections outside the project	2006/2007	5254 m	IX, XIII, XVII
12.	TWY “S”	2006	2 960 m ²	XI
13.	TWY “A”	2006	20010 m ²	XI
14.	TWY “B”	2006	35 990 m ²	XI
15.	Perimeter road sections along B1	2006	8175 m ²	IX, XV
16.	Perimeter road sections along B2	2006	30 720 m ²	IX, X, XI, XII, XIII
17.	Perimeter road sections outside the project	2006	10000	IX, XIII
18.	Radio transparent fencing	2008	1700,52 m	XI
19.	Installation collector	2006		XV
20.	Deep wells	2006	2 pcs	XV
21.	Access roads land side, outdoor parking - B1 (together with sidewalks and pavements)	2006	72852	XV, XVI
22.	Waste rain water treatment plants	2007	3 pcs	XV
23.	Left embankments of the Iskar River	2008	1 246 m	outside
24.	Noise screen	2009	10240 m ²	X
25.	Apron from Aircraft stand number 1 through number 11	2006	68420 m ²	X, XV
26.	Apron from Aircraft stand number	2006	28545 m ²	X, XV

	12 through number 16			
27.	Apron from Aircraft stand number 17 through number 23	2008	20055 m2	X
28.	Apron from Aircraft stand number 24 through number 28	2008	14530 m2	X
29.	Apron from Aircraft stand number 29 through number 34	2008	21805 m2	X
30.	Business aviation apron from Aircraft stand number 12A through number 16A		12590 m2	X
31.	Business aviation apron from Aircraft stand number 35 through number 38		7005 m2	X
32.	Business aviation apron from Aircraft stand number 39 through number 44	2017	12000 m2	X
33.	Anti-icing ground - East	2006/2016	33560 m2	X
34.	Anti-icing ground - West	2006	10420 m2	X, XI
35.	TWY "L"	2006	61560 m2	X, XI
36.	Apron TWY "J"	2006	120730 m2	X, XI
37.	TWY "P"	2008	4890 m2	X
38.	TWY "R"	2008	4025 m2	X
39.	Apron TWY "N"		110400 m2	X
40.	TWY "N"- closed part		30485 m2	X, XI
41.	TWY "Q"- closed part		8335 m2	X, XI
42.	TWY "H"- closed part		33042 m2	XI
43.	TWY "D"	2006	4070 m2	XI
44.	TWY "M"	2006	9350 m2	X
45.	TWY "K"	2006	7665 m2	XI
46.	TWY "T"	2017	2275 m2	X
47.	TWY "V"	2017	2280 m2	X
48.	TWY "U"	2017	4755 m2	X
49.	TWY "W"	2017	5050 m2	X
50.	TWY "F"	2018	20640 m2	XI
51.	Deformation monitoring control points	2010	366 pcs	X, XI, XV
47.	VIP transit road, in front of T1 to T2		11960 m2	X
48.	Parking in front of KIII1		1550	XVII, X
49.	Car floors		4600 m2	XVII, X
50.	Floors in front of Lufthansa Hangars		25600 m2	X

SCHEDULE 2.A.2

Buildings, Facilities and Systems of Visual Air Navigation (ground lighting equipment)

Pursuant to Decision No. 662 of the Council of Ministers dated 6 August 2012 and Annex No. 1 thereto, the following properties and belongings have been removed from the State enterprise “Bulgarian Air Traffic Services Authority” (BULATSA) and handed over to the management of the Ministry of Transport, Information Technology and Communications (MTITC) – public state property representing buildings, facilities and systems of the visual air navigation facilities (lighting facilities) situated on the territory of a civil airport for public use Sofia:

1. Buildings

1.1. Emergency Power Plant - Emergency Power Plant situated in land plot No. 143, a part of Regulated Land Plot /RLP/ II, quarter 2, the locality of “Letishten Complex” according to the layout of the city of Sofia, consisting of:

1.1.1. Main Distribution Substation (building Nuclear Power Plant) with General Plan No. 278, with a built-up area of 634 sq.m., single-storey, with coordinates as follows:

X	Y
4602299.44,	8505168.08
4602290.73,	8505196.59
4602270.60,	8505190.52
4602279.55,	8505161.30

The BULATSA have been granted the rights to manage the abovementioned building according to item 1.3 of Order No. ПД-14-5/02.02.1994 of the Minister of Transport, which specifies the building with a built-up area of 423 sq.m.

1.1.2. Storage facility (to the Main Distribution Substation) with General Plan No. 277, with a built-up area of 278 sq.m., single-storey, with coordinates as follows:

X	Y
4602263.24,	8505184.88
4602256.99,	8505182.91
4602268.34,	8505146.81
4602281.22,	850 5150.84
4602279.93,	8505154.86
4602273.29,	8505152.92

As regards Land Plot No. 143, State Property Deed No. 3880 dated 11.11.1986 has been issued by “Vasil Levski” Regional People's Council.

1.2. Power substation 2 situated in Regulated Land Plot /RLP/ X, quarter 2, the locality of ”Letishten Komplex Sofia” according to the layout of the city of Sofia, consisting of three buildings.

1.2.1. Building 1 (old building) – a building with General Plan No. 415, with a built-up area of 117,6 sq.m., single-storey, with coordinates as follows:

X	Y
4602981.58,	8506483.20
4602981.10,	8506492.70
4602968.70,	8506491.87
4602969.20,	8506482.35

- 1.2.2.** Building 2 (new building) – a building with General Plan No. 416, with a built-up area of 123,2 sq.m., single-storey, with coordinates as follows:

X	Y
4602986.63,	8506501.95
4602985.70,	8506514.22
4602982.86,	8506513.96
4602976.91,	8506516.83
4602978.21,	8506501.30
4602982.51,	8506517.33

- 1.2.3.** Building 3 (Short brake) – a building with General Plan No. 417, with a built-up area of 89,5 sq.m., single-storey, with coordinates as follows:

X	Y
4602974.35,	8506500.90
4602966.79,	8506514.31
4602967.89,	8506500.51
4602973.22,	8506514.73

As regards RLP X quarter 2, the locality of “Letishten Komplex Sofia”, Public State Property Deed No. 03296 dated 27.11.2002 has been issued.

The State enterprise “Bulgarian Air Traffic Services Authority” (BULATSA) has been granted the rights to manage the abovementioned buildings according to item 1.3 of Order No. ПД-14-5 of the Minister of Transport dated 2 February 1994, which specifies the buildings with a built-up area of: Building 1- 116,5 sq.m., Building 2- 140 sq.m., Building 3 - 86 sq.m.

- 1.3.** Power substation 3 situated in Regulated Land Plot /RLP/ XI, quarter 2, the locality of “Letishten Komplex Sofia” according to the layout of the city of Sofia, representing a building with General Plan No. 228, with a built-up area of 183 sq.m., with coordinates as follows:

X	Y
4603750.63,	8505246.92
4603749.55,	8505260.22
4603735.84,	8505259.11
4603736.93,	8505245.80

As regards RLP XI, quarter 2, the locality of “Letishten Komplex Sofia”, Public State Property Deed No. 03299 dated 27 November 2002 has been issued. The building has been built in pursuance of LOT B2, extension and reconstruction of the Sofia Airport, and has been included into Permit of Use No. CT-12-591 dated 25 August 2006. The

building has been handed over to BULATSA and included into the company's Balance Sheet, in Account "Buildings and Constructions".

- 1.4.** Power substation 4 situated in Regulated Land Plot /RLP/ XI, quarter 2, the locality of "Letishten Komplex Sofia" according to the layout of the city of Sofia, representing a building with a built-up area of 183 sq.m., with coordinates as follows:

X	Y
4603518.94,	8507665.15
4603517.86,	8507678.45
4603504.15,	8507677.34
4603505.23,	8507664.03

As regards RLP XI, quarter 2, the locality of "Letishten Komplex Sofia", Public State Property Deed No. 03299 dated 27 November 2002 has been issued. The building is built with the funds of the BULATSA. Permit of Use No. CT-2-726 dated 9 October 2006 has been issued for the building by the Directorate for National Construction Supervision.

- 1.5.** Power substation – a locator situated in Regulated Land Plot /RLP/ X, quarter 2, the locality of "Letishten Komplex Sofia" according to the layout of the city of Sofia, a building with General Plan No. 413, with a built-up area of 96 sq.m., with coordinates as follows:

X	Y
4603119.89,	8505351.34
4603103.02,	8505347.57
4603104.67,	8505341.31
4603116.32,	8505344.36
4603116.28,	8505346.60
4603120.63,	8505347.41

As regards RLP X, quarter 2, the locality of "Letishten Komplex Sofia", Public State Property Deed No. 03296 dated 27 November 2002 has been issued. The BULATSA has been granted rights to manage the specified building according to item 1.3 of Order No.

РД-14-5 of the Minister of Transport dated 2 February 1994, which specified the building with a built-up area of 125,9 sq.m.

- 1.6.** Power substation 6 situated in Regulated Land Plot /RLP/ XVII, quarter 2, the locality of "Letishten Komplex Sofia" according to the layout of the city of Sofia, representing a building with General Plan No. 192, with a built-up area of 145 sq.m., with coordinates as follows:

X	Y
4602468.38,	8505386.96
4602466.10,	8505399.14
4602454.21,	8505396.94
4602457.02,	8505384.64

As regards RLP XVII, quarter 2, the locality of “Letishten Komplex Sofia”, the following have been issued: 1. Title Deed No. 240, vol. II, case No. 7141/28.12.2006; 2. Title Deed No. 44, vol. III, case No. 4492/27.10.2008; 3. Decision No. 432 of 2006 of the Council of Ministers. Public State Property Deed No. 06466/16.10.2007.

The State enterprise “Bulgarian Air Traffic Services Authority” (BULATSA) uses Power substation 6 on the grounds of Assignment Protocol of SO “BGA Balkan”.

Power substation 6 has been included into the Balance Sheet of the BULATSA, in Account “Machinery, Facilities and Equipment” under No. 759.

- 1.7. Power substation 7 situated in Regulated Land Plot /RLP/ X, quarter 2, the locality of “Letishten Komplex Sofia” according to the layout of the city of Sofia, building with a built-up area of 59 sq.m., with coordinates as follows:

X	Y
4602992.46,	8505272.24
4602985.46,	8505270.01
4602987.90,	8505262.35
4602994.89,	8505264.57

As regards RLP X, quarter 2, the locality of “Letishten Komplex Sofia”, Public State Property Deed No. 03296 dated 27.11.2002 has been issued by the Regional Administration of the Sofia Region.

Power substation 7 has been entered into the Balance Sheet of the BULATSA, in Account “Machinery, Facilities and Equipment” under No. 777.

2. Facilities and Systems

Inv. No.	Name	UoM	QTY	Location (territorial plan and land plot number, in Cyrillic)	Acquisition Value	Acquisition Date	Book Value as at 30.06.2012
	I. Assets acquired under the project “Reconstruction and extension of the Sofia Airport”						
9007	PAPI 09, including:						
	Secondary Cable	m	186	УПИ XI	37 977.38	30.5.2008	25 054.61
	Secondary Connectors	set	8				
	Isolating Transformer Precision Approach Path Indicator (PAPI 09)	no.	24				
	Precision Approach Path Indicator to (PAPI 09) (Item 1 Idman Proforma Invoice)	set	8				
9008	PAPI 27, including:			УПИ XI	16 296.26	30.5.2008	10 750.93
	Secondary Cable	m	82				
	Secondary Connectors	set	4				

	Isolating Transformer Precision Approach Path Indicator (PAPI 27)	no.	12				
	Precision Approach Path Indicator PAP! 27 (as Item 3 Idman Proforma Invoice)	set	4				
9009	PAPI 09, including:			УПИ XI	317 509.48	30.5.2008	209 467.91
	Secondary Cable	m	3259				
	Secondary Connectors	set	164				
	Isolating Transformer Runway Lighting System (Approach 09)	no.	164				
	approach lighting poles	no.	20				
	Add: additional approach lighting poles	no.	10				
	approach lighting masts	no.	12				
	semi flush type (Item 5 & 6 Idman proforma Invoice 4510P - Fitting 2051/3x105W-C-0)	no.	80				
	elevated type (Item 7 Idman proforma Invoice 4510P - Fitting 2982/150W-C)	no.	80				
	Bore holes to inset lamps						
9010	PAPI 27, including:			УПИ XI	358 629.25	30.5.2008	236 595.73
	Secondary Cable	m	1997				
	Secondary Connectors	set	244				
	Isolating Transformer Runway Lighting System (approach 27)	no.	172				
	Wire ways (bore holes) Runway Lighting System (approach 27)	no.	39				
	approach lighting poles	no.	49				
	approach lighting masts	no.	17				
	As Excell Invoice 545362 dated 24/11/2005 = E4916.6	Item	1				
	Semi flush type (Items 10,11,12 & 13 of Idman Pro. Invoice 45101P - Fitting 2051/3x105W-C-0)	no.	15				
	Semi flush type (ditto but Fitting 2051/3x105W-R-L or R - 12+12 = 24)	no.	24				
	Elevated type (Items 14 & 15 on Idman Invoice 45101P - Fittings 2982/100W-R & 2982/150W-C = 157 + 48 = 205)	no.	205				
	Bore holes to inset lamps						
9011	IMPULSE LIGHTING SYSTEM, including:			УПИ XI	122 654.05	30.5.2008	80 917.64
	Lights (Item 19 Idman Proforma invoice 45101P - Fitting 6290-H Lights)	no.	20				
	Control units (Item 20 & 21 Idman proforma Invoice ditto comprising 20 x 7205-S Flash system junction boxes with Idman 7200-ES 230/400V flash system central unit all as per Spec 531 - claim for separate item for Central Unit rejected)	no.	20				
9012	AXIAL AND THRESHOLD PEAK LIGHTS, including:	Г		УПИ XI	427 519.30	30.5.2008	282 044.04
	Secondary Cable	m	10705				
	Secondary Connectors	set	283				
	Isolating transformer Runway Lighting System (Centerline Lighting incl. Threshold)	no.	283				

	Overhaul and installation existing light fixtures - (Contractor chose to use new fitting type - 4552/ 105W-C/R or 4552/105W-C - Total of 159 + 80 = 239 delivered Idman Invoice 50901P Items 3,4,5 & 6)	no.	185				
	New runway fixtures (white/white) - (Fitting 4552/ 105W-C)	no.	54				
	Net additional costs of runway fixtures for (red/white) in lieu of (White/white) (Net difference between items 3 and 5 + mark-up, Idman Proforma Invoice 50901P)	no.	80				
	High Intensity Runway Threshold Light						
	Semi flush type (Items 22 & 23 Idman Pro. Invoice 45101P - Fitting 4351/2x105W-G)	no.	36				
	Elevated type (Items 24 & 25 ditto - Fitting 2982/150W-G)	no.	8				
	Bore holes to inset lamps						
9013	SIDE ANDK END PEAK LIGHTS, including:			УПН XI	173 828.02	30.5.2008	114 678.16
	Secondary Cable	m	682				
	Secondary Connectors	set	136				
	Isolating transformer Runway Lighting System (Edge Lighting incl. Runway End)	no.	143				
	High Intensity Runway End Light						
	Semi flush type (Items 27 & 28 Idman Proforma Invoice 45101P - Fitting 4361/105W-R - Runway inset-inidirectional end lamp)	no.	18				
	Semi flush type (white/white) (Items 29&30 Idman pro. Invoice - Fitting 4062/2x105W-C - Note 6 delivered and 13 installed)	no.	13				
	Semi flush type (white/yellow) (Fittings 4062/2x105W-C/Y or Y/C - No record of delivery)	no.	4				
	Elevated type (white/white) (Items 31&36 ditto - Fitting 5848/150W-C. Note - 72 delivered)	no.	65				
	Elevated type (yellow/red) (Items 32&36 ditto - Fitting 5848/150W-YR)	no.	4				
	Elevated type (red/yellow) (Items 33&36 ditto - Fitting 5848/150W-RY)	no.	4				
	Elevated type (white/yellow) (Items 34&36 ditto - Fitting 5848/150W-CY. Note 18 delivered)	no.	16				
	Elevated type (yellow/white) (Items 35&36 ditto - Fitting 5848/150W-YC. Note 14 delivered+B28)	no.	12				
	Bore holes to insert lamps						
	Saw Cuts to Thresholds, edge lighting						
9014	LANDING AREA (TDZ), including:			УПН XI	290 064.78	30.5.2008	191 362.12
	Secondary Cable	m	5475				
	Secondary Connectors	set	240				
	Isolating transformer Runway Lighting System (Touch Down zone 27)	no.	240				
	overhaul and installation existing fixtures (New fittings 4651/ 105W-C as item No. 1 Idman Proforma Invoice No 50901P)	no.	180				

	semi flush type (Item 1 = 240 lights - Idman Pro. Invoice 50901P - Fitting 4651/ 105W-C)	no.	60				
	Bore holes to inset lamps						
9015	STOP LINES, including:			УПИ XI	398 270.86	30.5.2008	262 748.13
	Secondary Cable	m	11077				
	Secondary Connectors	set	83				
	Isolating transformer Runway Lighting System (Stopbars)	no.	315				
	Two 40W inset lamps straight, bi-directional (Items 39,43,44 & 62, Idman Proforma Invoice No. 45101P - Fitting 5562 N 2x40W-G/G, G/Y or Y/Y or Fitting 5562 S 2x40W G/G or G/Y. Note 61 delivered, 69 required	no.	69				
	Two 40W inset lamps curved, bi-directional (Items 40,41,42 ditto - Fitting 5562 C 2x40W-G/G, G/Y & Y/G. Note 55 delivered, 54 required)	no.	54				
	One lamp straight uni-directional (Item 46 & 62 ditto - Fitting 5751 N 40W-R & 5751CL 40 W/R	no.	59				
	semi flush type with red or yellow filter (items 55 & 56 Idman Pro. Invoice 45101P - Fitting 5751 N 40W-G & Y)	no.	59				
	elevated type (Items 48&49 ditto Fitting 2982 45W-R)	no.	24				
	Bore holes to inset lamps						
	Saw Cuts to Stopbars						
9016	AXIAL PR LIGHTS, including:			УПИ X, УПИ XI	1 906 965.45	30.5.2008	1 258 067.39
	Secondary Cable	m	10109				
	Secondary Connectors	set	583				
	Isolating transformer TWY Lighting system	no.	566				
	Straight 40W inset lamp bi-directional wide or narrow beam (Item 52 & 62 Idman Pro. Invoice 45101P - Fitting 5552 N 40W-G/G)		158				
	curved bi-directional left or right (Item 53 ditto Fitting - 5552 C 40W-G/G)	no.	54				
	Straight 40 W inset lamp, uni-directional (Items 59 & 60, Fitting 5751 S or CL 40W - G or Y)	no.	16				
	Curved 40 W inset lamp, uni-directional (Items 54,57 & 58, Fitting 5751 S or CL 40W - G, G/G or Y)	no.	38				
	TWY holding position light (Fitting 5751 N 40W-Y)	no.	38				
	Bore holes to inset lamps						
9018	MANAGEMENT AND CONTROL SYSTEM (AGL RCMS), including:			УПИ I, УПИ VI, УПИ X, УПИ XI	1 321 553.65	30.5.2008	871 858.19
	Remote Control System (new)	no.	1				
	Net additional cost of 23' Monitor in lieu of 17" moitor	no.	3				
	ADDRESSABLE SYSTEM						
	Central Control Unit (NCU, Computer & Monitors)	no.	3				
	Loop unit (SCM's to CCR's)	no.	8				
	Lamp unit (replaced by Single LMS)	no.	497				

	Combined lamp & Monitoring unit (Dual LMS)	no.	103				
	Aircraft detectors	no.	13				
9019	STS EARTHING SYSTEM, including:			УПИ X, УПИ XI	42 986.91	30.5.2008	28 359.43
	Earthing cable	m	20130				
	Earth rods	no.	65				
	Earth rod pits	no.	65				
9020	SIGNS, including:			УПИ X, УПИ XI	28 987.54	30.5.2008	19 123.84
	Primary Connector	set	143				
	Secondary Cable	m	354				
	Isolating transformer - Guidance Signs	no.	72				
	Secondary Connectors (incl sensore & AGL RCMS Monitors)	set	188				
9022	PRIMARY CABLES SYSTEM, including:			УПИ X, УПИ XI	2 351 518.79	30.5.2008	1 552 085.47
	Interior of Transformer pits Large pit	no.	346				
	Interior of Transformer pits Small pit	no.	88				
	Large pit	no.	346				
	Small pit	no.	88				
	Add : Large Pits as directed for B1	no.	116				
	Primary Cable PAPI09	m	1402				
	Primary Connector	set	24				
	Primary Cable(Approach 09)	m	8164				
	Primary Connector	set	164				
	Primary Cable (PAPI 27)	m	2516				
	Primary Connector	set	12				
	Primary Cable (approach 27)	m	13507				
	Primary Connector	set	172				
	Primary Cable(Centerline Lighting incl. Threshold)	m	18747				
	Primary Connector	set	283				
	Primary Cable(Edge Lighting incl. Runway End)	m	18538				
	Primary Connector	set	139				
	Primary Cable(Touch Down zone 27)	m	7298				
	Primary Connector	set	240				
	Primary Cable(Stopbars)	m	17537				
	Primary Connector	set	315				
	Primary Cable(TWY Lighting system)	m	36042				
	Primary Connector	set	566				
9023	REGUL. BRIGHTNESS-CCR 5kVa PAPI 09	no.	1	ТП 3, УПИ XI	12 544.80	30.5.2008	8 275.95
9024	REGUL. BRIGHTNESS-CCR 5kVa PAPI 09	no.	1	ТП 3, УПИ XI	12 544.80	30.5.2008	8 275.95
9025	REGUL. BRIGHTNESS-CCR 30kVa PAPI 09	no.	1	ТП 3, УПИ XI	20 177.86	30.5.2008	13 311.84
9026	REGUL. BRIGHTNESS-CCR 25kVa PAPI 09	no.	1	ТП 3, УПИ XI	19 981.98	30.5.2008	13 182.64
9027	REGUL. BRIGHTNESS-CCR 5kVa PAPI 27	no.	1	ТП 4, УПИ XI	12 544.78	30.5.2008	8 275.95

9028	REGUL. BRIGHTNESS -CCR 25kVa PAPI 27	no.	1	ТП 4, УПИ XI	19 981.98	30.5.2008	13 182.64
9029	REGUL. BRIGHTNESS-CCR 17.5kVa PAPI 27	no.	1	ТП 4, УПИ XI	16 034.04	30.5.2008	10 577.89
9030	REGUL. BRIGHTNESS-CCR 10kVa PAPI 27	no.	1	ТП 4, УПИ XI	13 819.02	30.5.2008	9 116.64
9031	REGUL. BRIGHTNESS-CCR 10kVa PAPI 27	no.	1	ТП 4, УПИ XI	13 819.02	30.5.2008	9 116.64
9032	REGUL. BRIGHTNESS-CCR 25kVa Axial Lighting	no.	1	ТП 4, УПИ XI	19 983.06	30.5.2008	13 183.33
9033	REGUL. BRIGHTNESS-CCR 25kVa Axial Lighting	no.	1	ТП 4, УПИ XI	19 983.06	30.5.2008	13 183.33
9034	REGUL. BRIGHTNESS- CCR17.5kVa Side Lighting	no.	1	ТП 3, УПИ XI	16 034.04	30.5.2008	10 577.89
9035	REGUL. BRIGHTNESS- CCR17.5kVa Side Lighting	no.	1	ТП 4, УПИ XI	16 034.04	30.5.2008	10 577.89
9036	REGUL. BRIGHTNESS-CCR 17.5kVa Cr. Lighting	no.	1	ТП 4, УПИ XI	16 276.16	30.5.2008	10 737.69
9037	REGUL. BRIGHTNESS-CCR 17.5kVa Cr. Lighting	no.	1	ТП 4, УПИ XI	16 276.16	30.5.2008	10 737.69
9038	REGUL. BRIGHTNESS-CCR 5kVa Stopbar	no.	1	ТП 3, УПИ XI	12 544.44	30.5.2008	8 275.89
9039	REGUL. BRIGHTNESS-CCR 5kVa Stopbar	no.	1	ТП 3, УПИ XI	12 544.44	30.5.2008	8 275.89
9040	REGUL. BRIGHTNESS-CCR 5kVa Stopbar	no.	1	ТП 3, УПИ XI	12 544.44	30.5.2008	8 275.89
9041	REGUL. BRIGHTNESS-CCR 5kVa Stopbar	no.	1	ТП 3, УПИ XI	12 544.44	30.5.2008	8 275.89
9042	REGUL. BRIGHTNESS-CCR 7.5kVa Stopbar	no.	1	ТП 3, УПИ XI	13 168.85	30.5.2008	8 687.80
9043	REGUL. BRIGHTNESS-CCR 7.5kVa Stopbar	no.	1	ТП 3, УПИ XI	13 168.85	30.5.2008	8 687.80
9044	REGUL. BRIGHTNESS-CCR 10kVa Taxiway	no.	1	ТП 3, УПИ XI	13 819.02	30.5.2008	9 116.64
9045	REGUL. BRIGHTNESS-CCR 10kVa Taxiway	no.	1	ТП 2, УПИ X	13 819.02	30.5.2008	9 116.64
9046	REGUL. BRIGHTNESS-CCR 17.5kVa Taxiway	no.	1	ТП 2, УПИ X	16 034.06	30.5.2008	10 577.91
9047	REGUL. BRIGHTNESS-CCR 17.5kVa Taxiway	no.	1	ТП 2, УПИ X	16 034.06	30.5.2008	10 577.91
9021	OPTICAL CABLE (excl. the part from item L to the Unified Flight Control Center)	set	1	УПИ XI	160 795.55	30.5.2008	117 023.36
9048	CABLE 6kV TP 2 - PTS EAST			УПИ X, УПИ XI	169 595.94	30.5.2008	123 428.14
9049	CABLE 6kV TP 2 - TP 4			УПИ X, УПИ XI	121 139.95	30.5.2008	88 162.95
9050	CABLE 6kV PTS EAST - TP 4			УПИ XI	60 569.98	30.5.2008	44 081.48
9051	CABLE 6kV TP 2 - TP 3			УПИ X, УПИ XI	98 736.58	30.5.2008	71 858.12
9052	CABLE 6kV TP Locator- PTS WEST			УПИ X, УПИ XI	121 139.95	30.5.2008	88 162.95
9053	CABLE 6kV PTS WEST - TP 3			УПИ XI	90 854.95	30.5.2008	66 122.20
	FACILITIES IN TP 3						
9000	POWER TRANSFORMER DRY 400kVa,6Kv TP 3			ТП 3, УПИ XI	11 882.16	30.5.2008	7 838.89
9001	CDD 6KV TP 3			ТП 3, УПИ XI	81 400.97	30.5.2008	53 702.04
9002	POWER TRANSFORMER DRY 400kVa,6kV TP 3			ТП 3, УПИ XI	11 882.16	30.5.2008	7 838.89

9003	PDP LV TP3			ТП 3, УПИ XI	88 476.60	30.5.2008	58 370.02
9006	AIR CONDITIONING SPLIT TP3			ТП 3, УПИ XI	13 634.09	30.5.2008	6 675.11
	PTS EAST						
9004	PTS EAST, including			УПИ XI	140 670.47	30.5.2008	92 803.35
	CDD 6 kV - 3 flights			УПИ XI			
	LV Panel			УПИ XI			
	PTS WEST						
9005	PTS WEST, including			УПИ XI	140 670.47	30.5.2008	92 803.35
	CDD 6 kV - 3 flights			УПИ XI			
	LV Panel			УПИ XI			
	II. OTHER ASSETS						
	External cable lines MV						
28	CABLE LINE 6 kV NPP-TR.K.(PDP- TEЦ Sofia East)			on the territory of the Sofia Municipality	9560.00	31.12.1993	1303.68
389	SUPPLY CABLE 10 kV P/ST EAST (PDP- P/ST Sofia East)			on the territory of the Sofia Municipality	36 000.00	30.9.1994	7 500.00
29	CABLE LINE 6 kV FROM P/ST Iskar industry			on the territory of the Sofia Municipality	5 100.00	31.12.1993	695.46
	Internal cable lines MV						
390	CABLE SUPPLY 6 kV TP2 - TP A LOCATOR			УПИ X	3 560.00	30.5.1995	1 109.88
532	SUPPLY CABLE 10 kV TP6 -TP7			УПИ X УПИ VII	4 230.00	01.7.1995	1 138.86
1490	CABLE LINE 6 kV PDP-TP-8			УПИ II, УПИ XVII УПИ XIX, УПИ IV, УПИ V, УПИ VIII	18 730.00	18.3.1998	6 867.66
2797	CABLE LINE 6 kV PDP-TP9			УПИ II, УПИ XVII УПИ XIX, УПИ IV, УПИ V	26 182.22	20.2.2001	13 675.58
5415	II nd Cable line 6 kV PDP- TP 2			УПИ I, УПИ XV УПИ X	99 778.98	29.7.2005	60 744.46
8419	I st Cable line 6 kV PDP- TP2			УПИ I, УПИ XV УПИ X	99 778.98	29.7.2005	56 834.75
8420	Cable line 6 kV PDP -TP1			УПИ II, УПИ XVII УПИ XIX, УПИ IV,	16 672.22	23.12.2008	12 782.18
	PDP FACILITIES						
137	DIESEAL AIR COND. SYSTEM-AGGREG.			ГРП, УПИ II	3 650.00	27.2.1996	0.00
234	Crane hanging			ГРП, УПИ II	125.00	31.12.1993	0.00
255	SHORT BRAKE SYSTEM 109 kV-1pce (damaged)			ГРП, УПИ II	575.00	31.12.1993	0.00
308	EL. PANEL-AUTOMATION -1 pce			ГРП, УПИ II	270.00	22.7.1996	0.00
749	FIRE-ALARM INSTALLATION			УПИ II	410.00	31.12.1993	0.00
762	WILSON GENERATOR C 1250			ГРП, УПИ II	66 810.00	30.5.1995	17 987.22
778	HV FACILITY			ГРП, УПИ II	2 501.00	30.3.1995	0.00
780	LV FACILITY			ГРП, УПИ II	2 501.00	30.12.1995	0.00
779	AIR COND. INSTALLATION			ГРП, УПИ II	77 800.00	30.12.1995	0.00
761	POWER SYSTEM, INCLUDING:				34 098.00	30.6.1995	0.00
	Distribution Plant – 6 kV ; 13 cells			ГРП, УПИ II			

	Distribution Plant – 10 kV ; 5 cells			ГРП, УПИ II			
	Distribution Plant LV (ABB) - 3			ГРП, УПИ II			
	Power Transformer, oil: No. 1 6/0.4 kV – 630 KWA - 1 pce			ГРП, УПИ II			
	Power Transformer, oil: No. 2 6/0.4 kV – 630 KWA - 1 pce			ГРП, УПИ II			
	Power Transformer, oil: No. 1 6/10 kV – 1000 KWA -1 pce			ГРП, УПИ II			
	CABLE 6kV PDP – TP Hangar			УПИ II, УПИ XVII			
	CABLE 6kV PDP - TP 8			УПИ II, УПИ XVII УПИ IX, УПИ IV УПИ V, УПИ VIII			
	CABLE 6kV PDP - TP 1A			УПИ II, УПИ XVII, УПИ XIX, УПИ IV			
	CABLE 10kV PDP - TP 7			УПИ II, УПИ XVII, УПИ XIX, УПИ IV, УПИ X			
	CABLE 10kV PDP - TP 10			УПИ II, УПИ XVII, УПИ III			
	CABLE 10kV PDP - TP 6			УПИ II, УПИ XVII,			
	CABLE 10kV TP 7 - TP North District			УПИ II, УПИ XVII, УПИ XIX, УПИ IV, УПИ X, УПИ XI УПИ XII, УПИ XIV			
	CABLE 10kV TP North District - TP Trainer			УПИ II, УПИ XVII УПИ XIX, УПИ IV, УПИ X, УПИ XI УПИ XII, УПИ XIV			
	CABLE 10kV TP 6 - TP 11 catering			УПИ II, УПИ XVII, УПИ III			
1019	EL. PANEL BOILER ROOM			ГРП, УПИ II	270.00	25.11.1996	0.00
1020	EL. PANEL PLANT LV			ГРП, УПИ II	270.00	25.11.1996	0.00
3303	BOILER INSTALL. - 30 kV			ГРП, УПИ II	100.00	30.7.1997	0.00
3423	DIESEL OIL FLOW METER VZ04			ГРП, УПИ II	360.00	19.2.2002	18.00
4332	POWER SUPPLY SYSTEM for oper. voltage			ГРП, УПИ II	11 820.00	15.9.2005	3 841.50
4282	Climatizer-split system LENOX			ГРП, УПИ II	1 614.00	18.12.2007	723.01
4283	Climatizer-split system LENOX			ГРП, УПИ II	1 614.00	18.12.2007	723.01
4284	Climatizer-split system LENOX			ГРП, УПИ II	1 662.00	18.12.2007	744.51
400	CL. INSTALLATION			ГРП, УПИ II	17 810.00	30.6.1995	0.00
872	TRANSFORMERS 150- 3PCS			ГРП, УПИ II	187.00	30.4.1994	0.00
874	TRANSFORMERS - 33 PCS			ГРП, УПИ II	1 698.00	30.4.1994	0.00
875	TRANSFORMERS - 4PCS			ГРП, УПИ II	233.00	30.4.1994	0.00
876	TRANSFORMERS - 2PCS			ГРП, УПИ II	134.00	30.4.1994	0.00
877	TRANSFORMER - 3PCS			ГРП, УПИ II	181.00	30.4.1994	0.00
878	TRANSFORMERS- 18PCS			ГРП, УПИ II	957.00	30.4.1994	0.00
880	TRANSFORMERS - 12PCS			ГРП, УПИ II	653.00	30.4.1994	0.00
141	CUPBOARD CLOSED 3PCS			ГРП, УПИ II	530.00	14.8.1996	0.00
	DIESEAL FUEL CISTERN 16 m3			ГРП, УПИ II			0.00

FACILITIES IN TP 2							
4921	CDD type SM6			ТП 2, УПИ X	254 861.67	18.12.2009	220 880.07
4922	Dry three-phase transformer			ТП 2, УПИ X	40 727.86	18.12.2009	35 297.38
4923	Dry three-phase transformer			ТП 2, УПИ X	40 727.86	18.12.2009	35 297.38
4924	Plant LV - Master Control Panel LV			ТП 2, УПИ X	47 076.78	18.12.2009	40 799.82
4230	DIESEL GENERATOR - P165E1 165kVA			ТП 2, УПИ X	67 658.40	06.8.2007	41 346.80
4036	EL. PANEL LV in TP 2			ТП 2, УПИ X	5 580.00	01.9.2006	2 906.25
4272	Climatizer-split system LENOX			ТП 2, УПИ X	1 998.00	18.12.2007	895.01
4273	Climatizer-split system LENOX			ТП 2, УПИ X	1 998.00	18.12.2007	895.01
1224	EL. PANEL			ТП 2, УПИ X	150.00	30.10.1997	0.00
2298	CLIMATIZER			ТП 2, УПИ X	250.00	31.12.1995	0.00
4195	UPS SYSTEM - SitePro 200 in TP 3			ТП 3, УПИ XI	122 780.00	03.5.2005	53 204.61
4197	DIESEL GENERATOR - SL400P3 in TP 3			ТП 3, УПИ XI	116 763.20	09.5.2005	61 625.01
5411	AIR CONDIONING in TP 3			ТП 3, УПИ XI	16 129.65	19.5.2005	4 704.45
5412	AIR CONDIONING in TP 3			ТП 3, УПИ XI	16 129.65	19.5.2005	4 704.45
FACILITIES IN TP 4							
4056	CDD type SM6 (in - TP 4)			ТП 4, УПИ XI	140 290.00	19.10.2006	60 792.45
4057	Dry three-phase transformer			ТП 4, УПИ XI	33 672.50	19.10.2006	12 471.43
4058	Dry three-phase transformer-TP4			ТП 4, УПИ XI	33 672.49	19.10.2006	12 471.43
4059	Plant LV-Master Control Panel LV(TP4)			ТП 4, УПИ XI	50 291.00	19.10.2006	24 383.65
4196	UPS SYSTEM - SitePro 200			ТП 4, УПИ XI	122 780.00	03.5.2005	53 204.61
4198	DIESEL GENERATOR - SL400P3			ТП 4, УПИ XI	116 763.20	09.5.2005	61 625.01
5413	AIR CONDIONING			ТП 4, УПИ XI	16 129.65	19.5.2005	4 704.45
5414	AIR CONDIONING			ТП 4, УПИ XI	16 129.64	19.5.2005	4 704.45
4020	CLIMATIZER			ТП 4, УПИ XI	3 013.20	02.8.2006	0.00
4021	CLIMATIZER			ТП 4, УПИ XI	3 013.20	01.8.2006	816.04
4268	DIESEL GENERATOR P30E1 30kVA PTS EAST			PTS EAST, УПИ XI	26 628.90	13.12.2007	19 083.96
4269	DIESEL GENERATOR P50E2 50kVA PTS WEST			PTS WEST, УПИ XI	32 407.20	13.12.2007	23 225.16
FACILITIES IN TP A LOCATOR							
4925	CRU Type SM6			ТП – локатор, УПИ X	87 125.18	18.12.2009	75 508.46
4926	THREE-PHASE DRY TRANSFORMER			ТП – локатор, УПИ X	27 581.78	18.12.2008	23 904.26
4927	Plant LV - Master Control Panel LV			ТП – локатор, УПИ X	21 601.07	18.12.2008	18 720.83
4928	Diesel generator FG Wilson			ТП – локатор, УПИ X	55 164.19	18.12.2008	47 808.91
759	FACILITIES IN TP 6				4 812.00	30.6.1995	0.00
	- Distribution Plant - 10 kV- 10 cells			ТП 6, УПИ X			
	- Power Transformer- 10 /0.4 kV - oil, 1000KwA -			ТП 6, УПИ X			

	1 pce						
	- Power Transformer- 10 /0.4 kV - oil, 630KWa - 1 pce			ТП 6, УПИ X			
	- Panel LV						
777	FACILITIES IN TP 7				4 449.00	30.6.1995	0.00
	- Distribution Plant -10 kV- 3 cells			ТП 7, УПИ XVII			
	- Power Transformer- 10 /0.4 kV - oil, 630kWa - 1 pce			ТП 7, УПИ XVII			
	- Panel LV			ТП 7, УПИ XVII			
	MOVABLES						
	Commutators HP 2524	pcs	6	ТП2, ТП3, ТП4, TOWER servers	5 733.38		476.28
1218	FIRE EXTINGUISHERS.	pcs	5	ТП 3, ТР 2	400.00	30.9.1997	0.00
745	BOILER			ТП 2	116.91	31.12.1993	0.00
3010	DESK 160/80-SUBS.DESK 80/62			ТП 2	460.00	01.8.2001	0.00
3012	DESK 160/80-SUBS.DESK 80/62			ТП 2	460.00	01.8.2001	0.00
157	WARDROBE 3PCS			ГРП	460.00	27.8.1996	0.00
856	DESK 3 PCS			ГРП	230.00	31.12.1994	0.00
1299	WORKBENCH 06 P			ТП 4	150.00	25.12.1997	0.00

SCHEDULE 2.A.3

Other facilities and equipment

[inventory attached as a separate file]

SCHEDULE 2.A.4

Facilities of the technical infrastructure related to the electricity supply, water supply and sewage, and gasification

1. Electricity supply:

The electricity supply of Sofia Airport is accomplished from the following external independent sources:

For Terminal 1:

- Thermal Power Plant (TPP) “Sofia-Iztok” – medium voltage (CpH) 6 kV;
- Substation “Iskar – Industry” - CpH 6 Kv;
- Substation “Sofia-Iztok” - CpH 10 Kv.

For Terminal 2:

- Substation “Iskar – Industry” - CpH20 kV – power outlet “Boing”;
- Substation BULATSA – Unit 6 - CpH20 kV – power outlet “Airport – SS1”.

On the territory of Sofia Airport main distribution substations medium voltage, transformer substations, medium voltage and internal cable electricity supplying networks have been built, as follows:

For Terminal 1: Main distribution substation (MDS) medium voltage with single sectioned bus system 6 kV, supplied with electricity from TPP Sofia-Iztok and from substation “Iskar-Industry” and single bus system 10 kV, supplied with electricity from substation “Sofia-Iztok”. The bus systems 6 kV and 10 kV are connected via intermediate transformer TM 1000 kVA, 10/6 kV. MDS supplies with electricity the following transformer substations on medium voltage: 6/0,4 kV – TS 1, TS 1 A, TS – 8, TS – 9, TS – Hangar, TS – VIP A; 6/0,4 kV for lighting-technical system (LTS) – TS 2; TS Locator; CTS “West“, TS 3 and TS 2, CTS “Iztok”, TS 4; 10/0,4 kV – TS-6, TS – 7, TS -10, TS – 10 A, TS -11, TS – North region.

TS – Simulator. The transformer substations are supplied with electricity using medium voltage cables, laid in a collector and ditches.

Note: TS10, TS 10A, TS-North region and TS-Simulator as buildings and facilities and TS 6 – only as building, they are not owned by Sofia Airport.

For Terminal 2: Main distribution substation SS1 medium voltage 20 kV with single sectioned bus system, powered from substation “Iskar-Industry” and from key substation of BULATSA unit 6. From substation SS1 electricity is supplied to: substation SS2 – with a single sectioned bus system with two transformers 20/0.4 kV; substation SS4 – with a single sectioned bus system with two transformers 20/0.4 kV. From subsystem SS2 electricity is supplied to substation SS3 – with single sectioned bus system with two transformers 20/0.4 kV. The substations are supplied with electricity with cables medium voltage 20 kV, laid in accessible collector and ditches.

Mast switchyard 20/0.4 kV is built, supplied with electricity through overhead transmission line from substation “Iskar-Industry”.

To provide electricity supply backup for all priority consumers in Terminal 2, lighting system (LS), part of Terminal 1, VIP A and FL unloading site in case of interruption of the main electricity supply, local emergency sources have been installed – diesel generators at TS SS1;

at TS SS2; at TS SS3; at TS SS4; at TS 2; at TS 3; at TS 4; at TS Locator; at KTS “Iztok”; at KTS “Zapad”; at MDS T1; at TS 8 for VIP A and at FL unloading site.

The projectors for lighting the apron, the stands and the de-icing platforms are equipped with high voltage sodium lamps with capacity 600 and 400 W with a possibility for capacity regulation.

The system for control and monitoring of the lights for RWY and TWY of Sofia airport is designed and implemented by SAFEGATE and provides a possibility for continuous monitoring of their status. The electricity supply of the primary lamp circuits for RWY and TWY is accomplished by direct current convertors with capacities from 5 kV to 30 kV.

2. Water supply and sewage:

2.1. Water supply

The water supply of Sofia Airport is accomplished with three water supply connections. One of the connections is from a common site water pipeline for the airport complex with main water meter in water meter shaft in the zone of the crossroad of Mimi Balkanska St. and Prodan Tarakchiev St. at the crossing with Brussels Blvd. The common site water pipeline on the territory of the airport complex is with only one connection to the street water pipeline, operated by Sofiyska Voda AD. The two terminals, supplied with water from this connection have separate control water meter units with separate client’s numbers. The second water supply connection is directly from a street water pipeline, operated by Sofiyska Voda AD. It was built in 2016 and has an independent water meter node, located in a shaft. This connection also has a separate client’s number. With the third connection, the water supply to MDS directly from the street water pipeline, passing along Prodan Tarakchiev St. is accomplished. There is a separate water meter node for it as well, which is located in a water meter shaft. This connection also has a separate client’s number. The water supply networks for both terminals are mixed, since they provide water for drinking, fire protection and technical needs. Water supplier for the airport complex is Sofiyska Voda AD.

2.2. Sewage

On the territory of Sofia airport there is a common site sewage network, into which the drainage of all main water consumers takes place, the two terminals, cargo, car fleet and FL. The drainage of the domestic and faecal water from Terminal 2 is accomplished with domestic and faecal pumping station. The rainwater from Terminal 2 is drained to the retention lake in the former quarry “Stari Silozi”, from where it is further pumped into Iskar River with the help of a powerful pumping station. A new receiving manhole (MH), connected to the site sewage has been built, into which the waste water from the water trucks, servicing the airplanes is poured. The drainage of an old CEV and the new fire protection station is accomplished to local collecting shafts. The domestic and faecal water quantities are assumed to be equal to the water supply quantities from Sofiyska Voda AD. These are accounted for by the water meters and the losses, generated by the water pipeline.

2.3. Water boreholes

Sofia Airport EAD has 5 boreholes, for the use of which there are issued permits by the Basin Directorate for Water Management in Danube Region with centre in Pleven. They provide water for technical and fire protection needs, as well as to the conditioning system of Terminal 2. They are as follows:

Water source Ground waters	Location	Permit	Water use
Tube well 1	Car fleet Terminal 1	No 1434/08.10.2014	For washing automobiles and for other purposes
Tube well 2	FL Terminal 1	No 1434/08.10.2014	Fire protection needs and other purposes
Tube well 3	Unloading site Terminal 1	No 1434/08.10.2014	Fire protection needs and other purposes
Tube well 1 Terminal 2	Technical zone, Terminal 2	No 849/28.08.2012	Cooling
Tube well 1 Terminal 2	Technical zone, Terminal 2	No 849/28.08.2012	Cooling

2.3. Sources of polluting activities:

The content of the airplanes' toilets is pumped by toilet cars, which pour it into a sewage shaft on a specially built for his purpose site in the western part of Sofia Airport, for which there is a written agreement provided by Sofiyska Voda AD.

During the winter season de-icing procedures of the airplanes is carried out only on specially designated sites (East and West). The sites are equipped with underground reservoirs for collection of the de-icing liquid. After the end of the winter season, a specialized company pumps out the content of these reservoirs.

2.4. Waste water treatment facilities

The runoff rainwater from the drainage system of the apron in front of Terminal 1 flow through cleanser-degreaser (CD) 1, and these from the apron in front of Terminal 2 through CD 2, being discharged into a drainage ditch, which channel them to Iskar River. For this purpose, there is an issued permit No 1487/03.12.2014 by the Basin Directorate for Water Management in Danube Region with centre in Pleven city.

The purification of runoff rainwater from the open areas for parking, the underground parking lot and the roof of Terminal 2 – they pass through CD 3, after which are discharged into the retention lake in the park adhering to Terminal 2, from where with the help of a pumping station they are channelled to Iskar River. For this purpose, there is an issued permit No 1647/05.06.2015 by the Basin Directorate for Water Management in Danube Region with centre in Pleven city.

3. Gasification:

According to Decision of the Council of Ministers No 475 of 26.06.2006, as public state property is declared the built by SE Air Traffic Control part of the gas pipeline deviation to the Single Air Traffic Control Centre with a total length of the part 3436.63 m, located in Sofia, Iskar region, with place of cutting into the existing gas pipeline Φ 630 x 8, supplying TPP Sofia - Iztok, with a beginning of the gas pipeline deviation – crane assembly N 1 (KB N 1) - 3 m before the stationary support of the air passage above Iskar River from the existing pipeline, and end point – crane assembly N 2 (KB N 2), consisting of:

- Part I – gas pipeline made of steel pipes Φ 219 x 6 with total length 3152.63 m, located in municipal property, with route from crane assembly No1 to p.B44 (merges with p. B0 under Part II), determined by the draft coordinates of the kinks along the gas pipeline route, established during the preparation of the detailed drawings, according to the annex to the decision; and
- Part II – gas pipeline, consisting of steel tubes Φ 219 x 6 with total length 284 m, located on the territory of site “Single Air Traffic Control Centre”, with route from p. B0 (merges with p. B44 along part I) up to crane unit No 2, determined according to the coordinates of the kinks of the built gas pipeline route, established during the surveying for the preparation of executive drawings, pursuant to the annex to the decision.

With the decision 1/2 ideal parts of the hereinabove described facility have been provided free of charge for management to the Ministry of Transport, for the needs of General Directorate Civil Aviation Administration, respectively – shall be provided for use to Sofia Airport EAD, which will ensure proportional part of the funds, needed for the property maintenance from the airport charges collected by Sofia Airport EAD.

Upon the award of a concession, as far as the concessionaire together with BULATSA will be provided the use of the above described facility, the concessionaire should provide the necessary part of its maintenance, including the necessary funds.

SCHEDULE 2.A.5
Coordinates of boundary points of the land plots described in
paragraph 4.3 of schedule 2, part 1, section II

[attached as a separate file]

Part 2: Title Documents

LIST OF DOCUMENTS EVIDENCING THE OWNERSHIP TITLE AND/OR INDIVIDUALISING THE CONCESSION SITE

1. Public State Property Deed № 09084 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24815-20.01.2016;
2. Public State Property Deed № 09085 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24816-20.01.2016;
3. Public State Property Deed № 09086 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24820-20.01.2016;
4. Public State Property Deed № 09087 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24803-20.01.2016;
5. Public State Property Deed № 09088 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24807-20.01.2016;
6. Public State Property Deed № 09090 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24817-20.01.2016;
7. Public State Property Deed № 09091 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24751-20.01.2016;
8. Public State Property Deed № 09092 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-446579-03.07.2018;
9. Public State Property Deed № 09093 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24755-20.01.2016;
10. Public State Property Deed № 09094 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24767-20.01.2016;
11. Public State Property Deed № 09095 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24766-20.01.2016;
12. Public State Property Deed № 09096 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24763-20.01.2016;
13. Public State Property Deed № 09097 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24809-20.01.2016;
14. Public State Property Deed № 09098 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24813-20.01.2016;
15. Public State Property Deed № 09099 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24771-20.01.2016;
16. Public State Property Deed № 09100 dated 11.04.2016 of the Governor of Sofia City District and cadastral plan № 15-24765-20.01.2016 and Order No.0X-882/04.12.2000 of the Minister of Defence and Order No. RD-08-902/04.12.2000 of the Minister of Transport and Communications regarding joint use of the property;

17. Public State Property Deed № 09113 dated 25.04.2016 of the Governor of Sofia City District and cadastral plans № 15-446580-03.07.2018, № 15-446581-03.07.2018, № 15-446584-03.07.2018 and № 15-446585-03.07.2018;
18. Public State Property Deed № 09115 dated 25.04.2016 of the Governor of Sofia City District and cadastral plan № 15-66826-12.02.2016;
19. Public State Property Deed № 09116 dated 25.04.2016 of the Governor of Sofia City District and cadastral plan № 15-66827-12.02.2016;
20. ; Public State Property Deed № 09117 dated 25.04.2016 of the Governor of Sofia City District and cadastral plan № 15-66828-12.02.2016;
21. Public State Property Deed № 09118 dated 25.04.2016 of the Governor of Sofia City District and cadastral plan № 15-66862-12.02.2016;
22. Public State Property Deed № 09120 dated 25.04.2016 of the Governor of Sofia City District and cadastral plan № 15-66844-12.02.2016;
23. Combined plan issued by GIS – Sofia on 04.08.2014 for FL unloading site, located on land plot with identifier 07106.1401.10;
24. Public State Property Deed № 09132 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212512-03.05.2016;
25. Public State Property Deed № 09133 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212483-03.05.2016;
26. Public State Property Deed № 09134 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212533-03.05.2016;
27. Public State Property Deed № 09135 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212505-03.05.2016;
28. Public State Property Deed № 09136 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212507-03.05.2016;
29. Public State Property Deed № 09137 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212519-03.05.2016;
30. Public State Property Deed № 09138 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-212471-03.05.2016;
31. Public State Property Deed № 09139 dated 14.05.2016 of the Governor of Sofia City District and cadastral plan № 15-197215-03.05.2016;
32. Use permits:
 - (i) Use permit № ST-12-856/20.11.2006;
 - (ii) Use permit № ST-12- 591/25.08.2006;
 - (iii) Use permit № ST-12-855/20.11.2006;
 - (iv) Use permit № ST-12-826/20.09.2007;
 - (v) Use permit № ST-12- 203/14.03.2008;
 - (vi) Use permit № 522/23.11.2000;
 - (vii) Use permit № ST-12-822/20.09.2007;

- (viii) Use permit № ST-12-1188/17.11.2008;
- (ix) Use permit № ST-12-1360/22.12.2008;
- (x) Use permit № ST-05-391/22.04.2009;
- (xi) Use permit № ST-05-1824/2013;
- (xii) Use permit № ST-05-1816/19.12.2016.

33. Overall plan of land plots, buildings and facilities in the Concession Site;

34. Cadastral plans №№ 15-446587-03.07.2018; 15-446571-03.07.2018, 15-446573-03.07.2018, 15-446575-03.07.2018 and 15-446578-03.07.2018.

Part 3: Description of Works and Services in relation to the scope of the Concession and description of the terms of the Concession

In view of the subject matter of the Concession mentioned in Section I of Part 1 of this Schedule 2, the Concessionaire shall be entrusted with:

- the execution of works, together with the related right to exploit the works whereby assuming the operational and construction risk, including the right to receive the revenues from the services provided through the construction and/or from carrying out of other business activity with the construction, where the mandatory works will include: building of a new Terminal 3 not later than by the end of the 10th year of the Concession Period, as well as, following an additional traffic analysis and if proved necessary – building of a new runway; and
- the provision of services relating to the management and operation of the Airport, together with the right to exploit these services, including the right to receive the revenues from the provision of these services, whereby assuming the operational risk.

In this context, the Concessionaire shall be required to perform all Concession Operations, as set out in the draft of the Concession Agreement, in particular:

“**Concession Operations**” shall mean the Works, the provision of the Airport Activities (including the Airport Administration), Airport Services and all of the Concessionaire's other rights and obligations under this Agreement.”

The Concession Operations shall be carried out in compliance with the terms and conditions of the Concession Agreement, including but not limited to those listed in Clause 3.1 (*Subject matter of Concession*), in particular:

“Subject to the terms and conditions of this Agreement, the Grantor awards to the Concessionaire the Concession which means the exclusive right of exploitation of the Concession Operations at the Airport as set forth in Clauses 3.1.1 to 3.1.3 (*Subject matter of Concession*) below and the Concessionaire accepts the award.

The subject matter of the Concession includes the following:

3.1.1 The right to exploit the Concession Operations at the Airport consists of the concession by the Grantor to the Concessionaire pursuant to and in accordance with the terms and conditions of this Agreement and within the framework of applicable Laws and comprises:

- (a) the exclusive right to set and collect the Airport Charges from the Users which, subject to the provisions of this Agreement, shall be for the Concessionaire's own account;
- (b) the right and obligation to undertake the Works at its own risk in accordance with article 31 paragraph 5 of the Concessions Act;
- (c) the right of exploitation of the Airport Activities and the Airport Services at the Airport; and the taking of the commercial and operational risks related thereto in accordance with article 31 paragraphs 2 – 4 of the Concessions Act;
- (d) any other activity or business which the Concessionaire sets out in its Business Plan or notifies to the Grantor for augmenting the Commercial Revenues generated by the Airport, and if so required under the terms of this Agreement, for which the Grantor gives its prior consent (not to be unreasonably delayed or withheld).

- 3.1.2 The Concessionaire must not undertake any other activities (in relation to the Airport or in relation to other activities) without the consent of the Grantor (not to be unreasonably delayed or withheld).
- 3.1.3 The Concessionaire shall bear the construction, operating and commercial risks when performing the Concession Operations, including the revenue risks, subject to and in accordance with the terms of this Agreement and the Concessions Act.
- 3.1.4 The Concessionaire shall not perform the Reserved Activities which are specified in Clause 3.6 (*Reserved Activities*).”

For the implementation of the subject matter of the Concession, the draft Concession Agreement provides in details:

- the main obligations of the Concessionaire – in Clause 3.2. (*Concessionaire’s obligations*); and
- the main obligations of the Grantor – in Clause 3.3. (*Grantor obligations*),

taking into consideration all other rights and obligations of the Parties, provided in the other clauses of the draft Concession Agreement.

Upon the implementation of the Concession all terms and conditions set out in details in the draft Concession Agreement shall be respected.

CONDITIONS FOR THE IMPLEMENTATION OF THE CONCESSION

The Concession shall be implemented with funds provided by the Concessionaire, who shall assume the operational and construction risk, under the following conditions:

1. Maintaining the availability of the Airport Services (the activities of an Airport Operator, the activities of a Ground Handling Operator under Art. 48e (in Bulgarian: 48д), para. 3, items 2 – 7 of the Civil Aviation Act, and the functions of Airport Administration) and ensuring the continuous provision and quality of the services for the entire Concession Period, in accordance with the Concession Agreement.
2. Carrying out the Works, including but not limited to the construction of a new terminal, extension of terminal 2 and following further studies, construction of a new runway.
3. Managing and maintaining the Concession Site suitable for operation for the entire Concession Period.
4. On the Concession Site, the Concessionaire shall be entitled and obliged to provide the Airport Services in accordance with the Concession Agreement ensuring that all users have equal access to the services and complying with the requirements for their provision.
5. Implementation of the investments in the amount proposed by the Bidder designated as Concessionaire.
6. Implementation of the plans proposed by the Bidder designated as Concessionaire with its Offer – being an integral part of the Concession Agreement.
7. Payment by the Concessionaire to the Grantor of the Annual Concession Fees in accordance with the Offer of the Bidder designated as Concessionaire.

8. The Concessionaire shall insure the Concession Site at its own expense for every year of the Concession Period, as well as its liability as Airport Operator and Ground Handling Operator, in accordance with the legislation in force and with the provisions of the Concession Agreement.
9. The Grantor shall be the owner of all fixtures and improvements built permanently on the territory of the Concession Site.
10. Compliance with the requirements of the legislation and those set out by the competent governmental authorities concerning the national security and defence of the country, the protection of citizen's life and health, the environment, the protected territories, areas and sites, and the public order.
11. Compliance with obligations under international agreements to which the Republic of Bulgaria is a party.
12. For the Concession Period the Concessionaire shall set the amount of and collect the Airport Charges and the revenues from other services and commercial activities.
13. The designated use of the Concession Site may not be changed.
14. The rights and obligations under the Concession Agreement may not be transferred, except in accordance with the terms and conditions agreed upon in the Concession Agreement. The Concessionaire shall have no right to dispose of the Concession Site and the related rights and obligations, or to encumber the Concession Site in any way, except in cases and under the terms and conditions set out in the Concession Agreement.
15. Throughout the implementation of the Concession the Concessionaire and the Grantor shall comply with the legislation in force, in accordance with the provisions of the Concession Agreement.
16. The Grantor shall not owe the Concessionaire any compensations under Art. 32 of the Concessions Act.
17. When the Concession Agreement is terminated because of the expiry of the Concession Period, the Concessionaire is not entitled to any compensation.
18. In case of early termination of the Concession Agreement for a reason for which one of the parties is responsible, the responsible party shall owe compensation in accordance with the legislation in force and the provisions of the Concession Agreement.
19. The relations between the parties in case of early termination of the Concession Agreement shall be settled in accordance with the Concession Agreement.
20. The economic balance shall be considered distorted where:
 - 20.1. as a result of changes in the legislation or of an act of regulatory body, there is a change in the conditions for financing, construction, management or maintenance of the Concession Site and/ or the conditions for the provisions of services;
 - 20.2. as a result of a force majeure, certain activities under the Agreement are continuously suspended;

- 20.3. the Concession Site in its entirety or in part perishes or there is an objective impossibility to use it for its intended purpose, except for the cases where the loss or impossibility is caused by a wrongful action or inaction on the part of the Concessionaire;
- 20.4. there is a threat to the national security and defence of the country, the protection of citizen's life and health, the environment, the protected territories, areas and sites, and the public order.
- 20.5. The draft Concession Agreement provides for other circumstances of actual or legal nature, relating to the Concession Site, the occurrence or change of which may distort the economic balance of the Concession.

21. Estimated price of the main services included in the scope of the Concession:

The main services to be provided by the Concessionaire are the Airport Services, for which the Concessionaire shall have the right to collect Airport Charges and revenues from commercial activities. The estimated values of the Airport Charges are considered to be the charges collected by the Current Operator according to its tariff, which are set in accordance with the Ordinance on the charges for using of airports for public use and for air navigation services in the Republic of Bulgaria.

For the first year of the Concession, the Concessionaire is envisaged to keep the current structure of the charges as follows:

Type of charge	EURO*
Landing charge based on a ton of maximum take-off weight (MTOW) of the aircraft divided into five groups of aircraft in terms of MTOW;	14.30 (3-25 t)
Parking charge for aircraft based on a ton of the aircraft and the time of stay at the operational stand or long-term bay and is defined in terms of the period of use (day, night) and in terms of the parking area (parking/ long-term stay facilities);	0.171/0.064 (day/night)
Passenger Charge which is collected for each departing passenger and defined only in terms of the type of passenger (child or adult);	5.46/2.73 (adult/child)
Passenger Boarding Bridge Charge based on the period of use of the facility;	95 (up to 60 minutes)
Security charge which is collected for each departing passenger;	5.50
Noise (environmental charge) which is paid on the basis of ton of MTOW and noises which are characteristic to the aircraft (in groups of noise certificates) and departure time zones (day, morning/ evening and night).	0.30 (for MTOW ton, cat. 3)

*The amounts shown above are in accordance with the current tariff of charges for 2018 of the Current Operator, without taking into account the incentives programmes. Detailed description of the tariff is available at the following link:

https://www.sofia-airport.bg/sites/default/files/sofia_airport_charges_bg_1.pdf

The Airport Operator shall also collect a PRM charge (Persons with Reduced Mobility Charge), and the amount of this charge set currently by Sofia Airport EAD for 2018 is 0.40 Euro.

Market prices shall be applied to the commercial activities.

SCHEDULE 3: CONTENT OF THE APPLICATIONS AND OFFERS

The Applications and Offers shall be prepared based on the Tender Documents and should contain all of the following documents:

Part	Description
1	Application
	Form A - Application
	Form B - Power of Attorney
	Form C - Affidavit for Independent Bid
	Form D - Participation Guarantee
	Form E.1 - Declaration of Eligibility
	Form E.2 – Declaration for the Absence of Grounds for Exclusion under Art. 60 of the Concessions Act
	Form F - Airport Operation Experience
	Form G - Total Net Worth
	Form H - Experience Raising Financing Certificate
2	Binding Proposal
	Form A - Binding Proposal
3	Proposal
	Form A - Proposal
	Form B - Declaration of Validity
	Form C - List of Confidential Information
	Form D - Origin of Funds

Part 1: Application

Within the envelop marked "Application", each Bidder shall provide the following:

1. General Documents

- (a) An **Application** in the form attached hereto as Form A (Application) and relevant attachments, which are part of the Application, duly completed and signed by the Bidder (or if the Bidder is a Consortium, by the Lead Member).
- (b) A **written power of attorney** (where applicable) in the form attached hereto as Form B (Power of Attorney), duly notarized (and if it is issued outside Bulgaria completed by an Apostille or duly legalized), indicating that the person(s) signing on behalf of the Bidder or, if the Bidder is a Consortium, on behalf of the Consortium, the Application has(ve) the authority:
 - (i) To sign the Application, the Binding Proposal and the Proposal;
 - (ii) To undertake that the Application and the Offer shall remain binding upon the Bidder during the entire Bid Validity Period, and
 - (iii) To represent the Bidder in connection with the Tender Procedure during the entire Bid Validity Period.
- (c) An **Affidavit for Independent Bid**, detailed in Form C confirming that the Bidder is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to participate in the Concession. The Affidavit shall be signed by an authorised representative of the Bidder (or, in case of a Consortium, by the representative of each member of the Consortium).
- (d) A **Participation Guarantee** in the amount of 2,000,000 (two million) Euro. The Participation Guarantee shall be in the form of an independent, unconditional and irrevocable bank guarantee payable at first call, issued by a first-rate bank valued with a credit rating of at least BBB- compliant to the Standards and Poor's rating (or equivalent). The Participation Guarantee shall be submitted in the form attached hereto as Form D (Participation Guarantee).

2. Consortia Documents (or documents evidencing another form of association chosen by the Economic Operators)

A Bidder wishing to qualify as a Consortium shall submit its Consortium Agreement, signed by the authorised representatives of all its members. This agreement is named "Consortium Agreement" for convenience only in the current Tender Procedure and shall not prevent the Economic Operators from associating in any form chosen by them.

The Consortium Agreement shall contain at least the following information:

- (a) each member's binding commitment to the Consortium and to the Grantor in regard to the performance of the Concession Agreement;
- (b) identification of the member that will assume the role of Lead Member and will submit the Application and Offer on behalf of the other members;

- (c) irrevocable power for the Lead Member to represent the Consortium and bind all its members in connection with the Tender Procedure, the Application and Offer and the signing of the Concession Agreement; and
- (d) identification of the member meeting the requirements as Airport Operator or the third party meeting the requirement of Airport Operator pursuant to clause 6.2 (*Submission of Evidence from Third Parties*) of the Tender Documents;
- (e) brief description of the obligations of each of the members for performance of the Concession Agreement.

3. Documents evidencing technical capabilities

(a) Operating Experience

- (i) Having operated (and currently operating) at least one international airport with at least 10,000,000 (ten million) passengers per annum during the period starting at least from 1 January 2013 up to the Concession Notice's date as indicated in schedule 1 (*Bid Data Sheet*) (hereinafter referred to as the "**Concession Notice Date**").
- (ii) In case of a Consortium, this requirement shall be fulfilled by the Consortium's member appointed as Airport Operator or through a third party pursuant to clause 6.2 (*Submission of Evidence from Third Parties*) of the Tender Documents.
- (iii) In case of a single entity Bidder this requirement shall be fulfilled by the Bidder or through a third party pursuant to clause 6.2 (*Submission of Evidence from Third Parties*) of the Tender Documents.
- (iv) In order to provide evidence that the Bidder complies with the above requirements, Bidders shall provide the form attached hereto as Form F (Airport Operation Experience) duly completed for each of the projects submitted by the Bidder as evidence. In relation to each of the projects in respect of which the above Form is provided, Bidders shall attach a certificate obtained from the relevant owner/grantor confirming the content of Form F (Airport Operation Experience) (the "Airport Project Certificate"). Each Airport Project Certificate, if not in English shall be accompanied by an English non-official translation and a Bulgarian non-official translation; if it is drafted in English, it shall be accompanied by a Bulgarian non-official translation.
- (v) For avoidance of doubt: the expression "Having operated (and currently operating)" shall mean operating an airport either by way of (i) participation in the share capital of the entity performing the operating and management services (a concessionaire, a special purpose vehicle, etc.) or participation in the consortium performing such services or (ii) an operation and management contract pursuant to which the airport entity (whether public or private, including a concessionaire) is entrusting to the airport operator, whether in the form of a company or a consortium, all airport operating and management services. Such criterion will be considered to be satisfied without taking into account the percentage of shareholding held in concessionaire, special purpose vehicle or of interest held in the consortium.

(b) **Airport Operator License Requirements under Bulgarian Law**

In accordance with Article 64 of the Concessions Act, Article 43b, paragraph 4 and Article 48d, paragraph 2, items 2 and 3 of the Civil Aviation Act, and article 34 and 35 of Ordinance 20/2006, for the purposes of issuing an Airport Operator License to the Concessionaire, the Bidder has to submit documents evidencing:

- (i) the financial standing of the Bidder, in accordance with art. 34, point 1 of the Ordinance 20/2006; and
- (ii) the availability of personnel possessing the qualifications, professional experience and length of service, required to carry out the activity of Airport Operator in accordance with art. 34, point 2(a) of Ordinance 20/2006.

In order to provide evidence that the Bidder complies with the above requirements, Bidders shall provide the following documents: as to (i) above, the documents required to be provided in respect of the fulfilment of the financial capabilities set out in Section 4 below; and as to (ii) above, a list of the persons proposed to be appointed at management positions, who will be responsible for the management and operation of the Airport, including the following details: names, education, qualification, positions held, length of service (which shall not be less than five years) as better described in schedule 4 (*Requirements for the Offers and Evaluation*), part 1.

4. **Documents evidencing Financial Capabilities**

(a) **Bidder's Net Worth**

- (i) In respect of a single entity Bidder: the Total Net Worth (as defined below) shall be equal at least to (and for each of the past three full financial years) 200,000,000 (two hundred million) Euro.
- (ii) In respect of a Consortium:
 - (A) the aggregate Total Net Worth of all members shall be equal at least to (and for each of the past three full financial years) 300,000,000 (three hundred million) Euro; and
 - (B) In case of a Consortium, the requirement sub (a) shall be satisfied through the cumulative experience of its members.
 - (C) In order to provide evidence that the Bidder complies with the above requirements, Bidders shall fill the relevant .xls file uploaded in the Data Room whose summary is provided as Form G (Total Net Worth) . Bidders (or, in the event that the Bidder is a Consortium, each member of the Consortium) shall support the financial data provided as requested above by submitting audited financial statements, including income statement, balance sheet, statement of cash flows for the last three full financial years (the "Financial Data"). If the documents are not in English language, the Bidder shall provide an English and Bulgarian non-official translations of the abstracts of the document containing the main terms of the financial statements as described above. For the part of the calendar year not covered by the audited financial statements up to the Bid Submission Deadline, Bidders (or, in the event that the Bidder is a Consortium,

each member of the Consortium) shall provide an affidavit from the respective Chief Financial Officer confirming that the financial position and the Total Net Worth of the company has not materially changed from the end of the financial year of the most recent audited financial statement submitted with the Application.

(D) If the Bidder, or in case the Bidder is a Consortium, the Consortium member (the "Entity") is incorporated in a jurisdiction which does not require that legal persons prepare audited financial statements, or the Entity has no audited financial statements, such Entity shall provide an affidavit from its Chief Financial Officer confirming that the data filled in the .xls file whose summary is attached as Form G are true and accurate.

(E) Total Net Worth for the purposes of this paragraph shall mean in respect of an Entity such Entity's Total Assets minus the Entity's Total Liabilities on a consolidated basis and where:

(1) **Total Assets** shall be calculated as the total consolidated assets of such Entity measured in accordance with either the International Financial Reporting Standards (IFRS) or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the relevant Entity is incorporated.

(2) **Total Liabilities** shall be calculated as the total consolidated liabilities of such Entity measured in accordance with either IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the Entity is incorporated.

(iii) Calculations shall be made based on:

(A) the relevant Entity's audited consolidated financial statements, duly certified by an independent certified public accountant or auditor, for the most recent full financial year for which audited financial statements are available as at the Bid Submission Deadline; or

(B) if (A) the Entity is incorporated in a jurisdiction which does not require the auditing of financial statements and (B) such Entity has not in fact had its financial statements audited, on such Entity's non-audited consolidated financial statements, accompanied by an affidavit from the Entity's Chief Financial Officer confirming the Entity's Total Assets and Total Liabilities for the most recent full financial year for which such financial statements are available as at the Bid Submission Deadline.

(b) **Experience Raising Financing**

(i) Bidders shall demonstrate ability to finance a project in the infrastructure sector through equity investments and/or debt financing raised for such project, and in particular having financed at least one project in excess of 400,000,000 (four hundred million) Euro in the period starting from 1 January 2008 up to the Concession Notice Date.

- (ii) In order to provide evidence that the Bidder complies with the above requirements, Bidders shall provide a certificate obtained from the relevant owner/grantor or from the financing institutions' mandated lead arranger or agent using the Form attached hereto as Form H (Experience Raising Financing Certificate) (the "Financing Certificate"). Each Financing Certificate, if not in English shall be accompanied by an English non-official translation and a Bulgarian non-official translation; if it is drafted in English, it shall be accompanied by a Bulgarian non-official translation. In case of a Consortium the requirement shall be satisfied by one Consortium's member.

FORM A: APPLICATION

To: The Chairperson of the Commission

Application for the award of works concession for "Civil Airport for public use Sofia" - public state property, through an open procedure

From: [name of Bidder]²

Represented by: [full name and capacity of the representative of Bidder, or, in case of a Consortium, of the Lead Member, who signs the Application]

Dear Mr/Ms Chairperson

By way of this Application we declare our intention to participate in the open procedure for the award of the works concession for the "Civil Airport for public use Sofia" - public state property.

In this Application (and relevant schedules), unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

I. Information on the Bidder or, if the Bidder is a Consortium, of all Consortium members

Table 1³

1.	Name/Company name	[◆]
2.	Legal organizational form	[association, type of merchant, type of commercial company, other]
3.	Address	[state, city, street, No, other]
4.	Contact and notification data	[address, telephone number, fax number, e-mail]
5.	Contact person	
6.	Lead Member	[N/A] ⁴ /[YES]/[NO]
7.	Airport Operator	[N/A] ⁵ /[YES]/[NO]

² The text in the brackets shall be filled in by the Bidder throughout the form.

³ To be completed by the Bidder if a single entity, in the event of a Consortium please add additional tables for each of the members of the Consortium

⁴ Please indicate N/A if the Bidder is not a Consortium

⁵ Please indicate N/A if the Bidder is not a Consortium

8.	Management and representation	[full names and capacity of persons who represent the Bidder ⁶]
9.	Persons/s duly authorized to bind and represent the Bidder in the procedure	[indicate names of the persons authorized to represent the Bidder pursuant to its constitutional documents or the Power of Attorney] ⁷ /[N/A] ⁸
10.	Identification information	[UIC/PIN/BULSTAT]
11.	Other identification information	[according to the legislation of the state in which the Bidder is established]
12.	Activities to be performed by each Consortium member	[brief description of the scope of work that will be carried out by each Consortium member under the Concession Agreement]

13. **Structure and participation in the capital of the Bidder, or, in case the Bidder is a Consortium, of all Consortium members**

[please provide the relevant information. In case of more than 20 shareholders please provide details only of shareholders holding more than 5% of shares]

14. **The main fields of activity of the Bidder or, in case the Bidder is a Consortium, of each Consortium member are as follows**

[please insert the relevant information]

15. **Information on proposed subcontractors, including information about the name, respectively the company name, contact details, including e-mail, and the persons representing each specified subcontractor⁹**

[Please provide details of the subcontractor/s that is/are proposed to participate in the performance of the Concession Agreement (if applicable) and specify the share of the Concession (the types of activities) from the scope of the Concession, which will be carried out by Subcontractors]

Table 2¹⁰

(1)	Name/Company name	[◆]
(2)	Legal organizational form	[association, type of merchant, type of

⁶ When a legal entity is a member of the management body, the data of its representative in the respective management body shall be indicated.

⁷ To be completed by the Bidder if a single entity, in the event of a Consortium, to be completed by the Lead Member only

⁸ Please indicate N/A if the Table refers to a member of a Consortium which is not the Lead Member

⁹ To be completed only where the Bidder plans to use specific Subcontractors, which can be indicated as of the date of the Application.

¹⁰ Please complete separate table for each proposed Subcontractor.

		commercial company, other]
(3)	Identification information	[UIC/PIN/BULSTAT/equivalent registration number]
(4)	Address of management/ registered address	[state, city, street, No, other]
(5)	Contact data	[telephone number, fax number, e-mail]
(6)	Legal representatives	[full names and capacity of persons who represent the Subcontractor pursuant to the registry, in which the subcontractor is registered ¹¹]
(7)	Share of the Concession (the types of activities) to be performed by the subcontractor	[specification of the share of participation of each subcontractor and brief description of the scope of work that will be carried out by the subcontractor in relation to the scope of the Concession]

16. When the Bidder is a Consortium (a group of Economic Operators), the Bidder shall specify the operator, which represents the group, or the Lead Member, as well as the share of the Concession (the types of activities) from the scope of the Concession, which will be carried out by each of the members in the Consortium upon the performance of the Concession Agreement.

17. **Information on third parties¹²**

[Please provide details of the third party/third parties, by the capabilities or resources of which the Bidder fulfils the requirements relating to the technical capabilities and/or the financial capabilities required under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) (if applicable)]

Table 3¹³

(1)	Name/Company name	[◆]
(2)	Legal organizational form	[association, type of merchant, type of commercial company, other]
(3)	Identification information	[UIC/PIN/BULSTAT/equivalent registration number]
(4)	Address of management/ registered address	[state, city, street, No, other]

¹¹ When a legal entity is a member of the management body, the data of its representative in the respective management body shall be indicated.

¹² To be completed only where the Bidder fulfils the requirements relating to professional and technical ability and/or financial and economic standing through the capabilities or resources of one or more third parties.

¹³ Please complete separate table for each third party.

(5)	Contact data	[telephone number, fax number, e-mail]
(6)	Requirement fulfilled by the capabilities or resources of the third party	[specify the requirements relating to the technical capabilities and/or the financial capabilities required under schedule 3 (<i>Content of the Applications and Offers</i>), part 1 (<i>Application</i>) which are fulfilled through the third party]

II. Acknowledgments

- (a) We have reviewed the documentation for participation and we are acquainted with the instructions and conditions for participation in the Tender Procedure.
- (b) We agree with the terms and conditions of the Tender Documents and we accept them without any objections.
- (c) The whole information presented in and/or in relation to the Application is true, accurate and complete and gives the right to the Commission or to persons authorized by it to verify its truthfulness, accuracy and completeness by all means.
- (d) In the course of procedure we will inform the Commission about any and all changes in the circumstances under art. 60 paragraphs 2 and 3 of the Concessions Act within seven days as from the moment of their occurrence.
- (e) We conform to the requirements and conditions envisaged in the Tender Documents as follows:
 - (i) We conform to the criteria for personal status required under the Tender Documents and none of the circumstances under art. 60 paragraphs 2 and 3 of the Concessions Act do not exist with regard to the Bidder any of the Consortium members, the subcontractors and the third parties, indicated in this Application (if applicable), for which we attach hereto the relevant documents and Forms duly completed and signed.
 - (ii) We conform to the criteria for the Financial Capabilities required under the Tender Documents and attach hereto the relevant documents and Forms duly completed and signed.
 - (iii) We conform to the criteria for the Technical Capabilities required under the Tender Documents and attach hereto the relevant documents and Forms duly completed and signed.
 - (iv) We conform to the criteria for the obtaining of the Airport Operator Licence pursuant to the Civil Aviation Act and attach hereto the relevant documents supporting the compliance with the requirements set out in the Civil Aviation Act for the purposes of being granted the license of airport operator in case of award of the Concession to us. [please, single entity Bidders shall be aware that their Application will be rejected if they are not registered under the Commerce Act or are not persons registered as traders under a legislation of an European Union Member State or of another country party to the Agreement on the European Economic Area, to whom a licence for airport

operator has been issued. If that is the case please add the following declaration:

- (v) We declare that the authorities competent to control the professional activity as airport operator of the Bidder are: [◆]

III. Documents attached to this Application

- (a) Identification document – [yes / no]¹⁴

[certified copy of a document for current registration of the Bidder or, if the Bidder is a Consortium, of each Consortium members (certificate of incorporation, abstract from the Company Registry or similar official documents available in the country of origin of a Bidder or, if the Bidder is a Consortium, the member of the Consortium. In case the Bidder is an individual, please provide a copy of the ID document). The above documents shall be submitted along with a Bulgarian translation.]

- (b) Declarations in accordance with the Forms set out in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form E.1 and E.2 of the Tender Documents for certifying of existence or lack of circumstances under clause 4.5(a) paragraphs (i) and (ii) of the Tender Documents and art. 60 of Concessions Act¹⁵;
- (c) Documents evidencing the Technical Capabilities and the Financial Capabilities of the Bidder pursuant to the criteria set out in schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) Sections 3 and 4;
- (d) The Power of Attorney (where applicable) in accordance with the form attached to the Tender Documents under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form B. The Power of Attorney upon its notarization and legalization/Apostille will need to be accompanied by an official Bulgarian translation in accordance with the Regulation on Legalization, Certification and Translation of Documents and Other Papers;
- (e) The Affidavit for Independent Bid in accordance with the form attached to the Tender Documents under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form C¹⁶;
- (f) The Participation Guarantee in an amount equal to 2,000,000 Euro in accordance with the form attached to the Tender Documents under schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*), Form D.

IV. Additional documents required in case of Application and Offer submitted by a Consortium

A copy of the Consortium Agreement (or equivalent document for another form of association chosen by the Economic Operators).

¹⁴ It is applied when the participant has not indicated UIC under art.23, paragraph 1 of the Commercial Register and Register of Non-Profit Organisations Act in the Application.

¹⁵ In case the Bidder is a Consortium each member of the Consortium shall provide the documents required under paragraph (b) of this section III.

¹⁶ In case the Bidder is a Consortium each member of the Consortium shall provide the Affidavit for Independent Bid.

- V. **We declare that if the Concession is awarded to the Bidder that we represent, before the signing of Concession Agreement we will present the required documents that prove the circumstances under art. 60 paragraphs 2 and 3 of the Concessions Act declared in this Application**

Date	
Name of Bidder/Lead Member	
Name	
Surname	
Capacity of the authorized representative of the Bidder/Lead Member	
Signature¹⁷	

¹⁷ When the Bidder is represented jointly by more than one person, the Application shall be signed by each of these persons with indication of name and surname and capacity of the representative.

FORM B: POWER OF ATTORNEY

On this [day] day of [month and year]

Before me, the Notary in this office [name of Notary/office]

The undersigned:

Mr. /Ms. [name of legal/authorized representative]

Duly authorized, in his/her capacity as [capacity] of [name of Bidder/Lead Member of the Consortium specifying also on the basis of a Consortium Agreement dated [.]

Nationality: [◆]

Holder of Passport or ID no. [◆] issued by [◆] dated [◆]

Residing at [◆]

hereafter the Bidder/Lead Member,

Hereby irrevocably and unconditionally:

1. appoints Mr./Ms. [name of representative] in his capacity as [◆] of [name of Bidder/ Lead Member](hereafter the "Attorney"), to:
 - (a) Execute under hand, or under seal, and deliver to the competent authorities all the documents listed in paragraph (d) below;
 - (b) Deliver and receive any document or instrument in relation to the following documents listed in paragraph (d) below; and
 - (c) Do all things necessary and incidental in respect of the matters set out herein including to do, execute and perform any other deed or act ought to be done executed or performed to perfect or otherwise give effect to the documents listed in paragraph (d) below;
 - (d) the documents concerned by this power of attorney being the following:

ALL DOCUMENTS IN RESPECT OF THE TENDER PROCEDURE FOR AWARDDING OF A WORKS CONCESSION FOR "CIVIL AIRPORT FOR PUBLIC USE SOFIA" - PUBLIC STATE PROPERTY , AS MORE FULLY DESCRIBED IN THE TENDER DOCUMENTS DATED [◆] (AS AMENDED IN ACCORDANCE WITH THEIR TERMS) AND INCLUDING WITHOUT LIMITATION THE APPLICATION AND THE OFFER FOR THE AFORESAID CONCESSION, AND CLARIFICATIONS AND OTHER COMMUNICATIONS WITH THE GRANTOR AND THE COMMISSION AND ANY COMPETENT AUTHORITIES OF BULGARIA IN RESPECT OF THE APPLICATION, THE BINDING PROPOSAL AND THE PROPOSAL FOR THE AFORESAID CONCESSION AND, IN CASE OF AWARD, THE CONCESSION AGREEMENT FOR THE AFORESAID PROJECT

2. authorizes the Attorney to appoint others for all or part of the powers delegated by the present Power of Attorney.

This Power of Attorney shall remain in full force and effect until the earlier of (i) the expiry of the Bid Validity Period or any applicable extensions thereof (ii) the date on which the relevant Application and Offer have been rejected, (iii) the date on which the Tender Procedure is terminated, or (iv) the date of signing of the Concession Agreement in case the Concession is awarded to the Bidder.

IN WITNESS WHEREOF the Bidder/Lead Member has executed this Power of Attorney [under seal] on the date set out above.

[SEAL][Signature]

[Name / Title of Bidder/Lead Member representative]

[Notarization]

[Apostille or legalization at Republic of Bulgaria embassy on the country of origin of the Bidder/Lead Member if different from Bulgaria]

FORM C: AFFIDAVIT FOR INDEPENDENT BID

I, _____ [name and surname], in the capacity of legal representative at the [Bidder/member of the Consortium] _____ [indicate full name of the Bidder/member of the Consortium] (the "Company"), under full material and criminal liability hereby represent and warrant that, the Company submits the Offer for the procedure for award of a Works Concession for "Civil airport for public use Sofia - public state property" independently, without any kind of agreement with other bidders contrary to the regulation on protection of competition and in full compliance with the terms of the Tender Documents.

At the same time, under full material and criminal liability I hereby confirm that, when submitting the Offer for the procedure for award of a Works Concession for "Civil airport for public use Sofia - public state property" the Company does not participate in competing Consortia with other Economic Operators to whom the Company is associated by capital and/or ownership, or family kinship.

In this Affidavit, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

Date and Place

THE [BIDDER/MEMBER OF THE CONSORTIUM], represented by:

[insert name of the legal representative]

[to be signed by the legal representative of each Bidder and in case the Bidder is a Consortium, by each Consortium member]

FORM D: PARTICIPATION GUARANTEE

LETTER OF GUARANTEE

Minister of Transport, Information Technology and Communication
Sofia
Republic of Bulgaria

Date: [2018]

[Note: To consider non-material amendments by issuing banks.]

WHEREAS, [name of Bidder] (hereinafter called the "**Bidder**") has submitted its bid (hereinafter called the "Bid") dated [date] within the procedure for award of a works concession for "civil airport for public use Sofia" - public state property, in accordance with the provisions of the Tender Documents.

KNOW ALL PEOPLE by these present that we [name of Bank] of [name of country] having our registered office at [address] (hereinafter called the "Bank") hereby unconditionally and irrevocably undertake to pay the Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria (the "Grantor") upon receipt of written demand the sum of [insert the amount of the Participation Guarantee] in [currency], in accordance with the following terms:

We shall pay the Grantor the due amount within 15 days from receipt of an official written request by the Grantor indicating the failure of the Bidder to fulfil its obligations under the Tender Documents and irrespective of any objection by the Bidder or any other party such amount or amounts as the Grantor may demand not exceeding in the aggregate the above mentioned amount, namely Euro 2,000,000 (two million), by transfer to the Grantor's account [at any bank in the Republic of Bulgaria] **[Note: to insert details of payment account]** or in any other manner acceptable to the Grantor.

All payments made based on the Grantor's demand shall be free and clear of, and without any present or future deduction for payment of, any taxes, levies, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

The undertakings contained in this guarantee constitute direct and fundamental obligations of the Bank and are unconditional and irrevocable. We shall not be excused from any or all of these obligations for any reason or reasons of whatever nature or source or any omission, act or proceeding by the Grantor or by a third party which would excuse or discharge us from the obligations and liabilities stated in this guarantee.

This guarantee will remain in full force up to and including [insert the calendar date which shall be 360 days after the Bid Submission Deadline] and possible extensions to the Bid Validity Period subject to the terms and conditions of the clause 6.3 (*Participation Guarantee*) of the Tender Documents.

This guarantee shall be governed by and construed in accordance with the laws, regulations, decisions, rules and instructions of the Republic of Bulgaria and any dispute with respect to this guarantee shall be resolved exclusively by the competent authorities in the Republic of Bulgaria and according to Bulgarian Law.

In this guarantee, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

The Bank

Authorized signatories

FORM E: FORMS OF DECLARATIONS OF ELIGIBILITY

FORM E.1: DECLARATION

for lack of circumstances under Clause 4.5(a) paragraphs (i) and (ii) of the Tender Documents

The undersigned [full names] _____ in my capacity as legal representative representing [name of Bidder/Consortium member],

With a seat of business and management address [state, city, street, No, other] tel/fax

Declare that, at the time of submission of the Application and the Offer, neither the Bidder, nor any of its shareholders, directly or indirectly:

- (i) originates from the countries that are under sanctions of the UN Security Council; or
- (ii) is on the European Union's Listing of list of persons, groups and entities subject to EU financial sanctions.

In this declaration, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

Date	
Name and surname	
Capacity of the Signatory	
Signature	

[to be signed by the legal representative of each Bidder and in case the Bidder is a Consortium, by each Consortium member]

FORM E.2: DECLARATION

DECLARATION

for the absence of grounds for exclusion under Art. 60 of Concessions Act

I, the undersigned [*three names*],

In my capacity as

[*Bidder/member of a Consortium/Subcontractor/Third Party*¹⁸] /

[*legal / authorized*] representative of [*name of Bidder/ Member of a Consortium/ Subcontractor/Third Party*]¹⁹,

With identification code/No. [*Personal No. / UIC / registration or company number at a commercial register / equivalent identification number*],

Having a seat and registered office: [*country, town, No. str., other*],

HEREBY DECLARE THE FOLLOWING CIRCUMSTANCES:

PART I: GROUNDS FOR EXCLUSION UNDER ART. 60, PARA. 2 OF CA

Under Art. 60, para. 2 of the Concessions Act (CA), grounds for exclusion shall be:

- 1. Conviction by final judgment effective for the applicant or bidder, or a member of its management or supervisory body, who has powers of representation, decision or control therein, for a committed crime under Art. 108a, Art. 159a – 159d, Art. 192a, Art. 212, Art. 3, Art. 248a, Art. 253, Art. 253a, Art. 254b, Art. 301 - 302a, Art. 304 - 305a, Art. 307, Art. 321 and Art. 321a of the Penal Code, or a final judgment or other judicial act for analogous crime in another Member State of the European Union or a third country;***
- 2. Enforced judicial or administrative act, establishing that the applicant or bidder has not met the obligations relating to the payment of taxes or mandatory social security contributions within the meaning of Art. 162, para. 2, item 1 of the Tax Insurance Procedure Code and the interests accrued thereon applicable in the Republic of Bulgaria, or similar obligations under the legislation of the country in which the applicant or bidder is established;***
- 3. Enforced administrative or judicial act, by which the applicant or bidder is not allowed to participate in any public procurement or concessions award procedures under the national laws of the country where it is established, or in another Member State of the European Union;***
- 4. Enforced administrative or judicial act establishing that the applicant or bidder:***

¹⁸ Specify the applicable and replace “Bidder” with “Consortium Member”, “Subcontractor” or “Third Party”, respectively, further in the text of the Declaration.

¹⁹ Indicate the applicable depending on whether the Declaration is signed by the natural person in its personal capacity or in the capacity of representative of a legal person.

- (a) *Is guilty of grave professional misconduct, or*
 - (b) *Has not met the obligations in the field of environmental, social and labour law, established by the national legislation, the European Union law, collective agreements or by international conventions in the social field and in the field of environment under Annex No. 5, or*
 - (c) *Has entered into an agreement with one or more other economic operators aimed at distorting competition;*
5. ***Material breach*** *by the applicant or bidder of an obligation under a concession contract or public procurement contract, resulting in the termination of the respective contract;*
 6. ***Registration of the applicant or bidder, or of parties related thereto, in a jurisdiction with a preferential tax regime*** *within the meaning of § 1, item 64 of the Additional Provisions of the Corporate Income Taxation Act;*
 7. ***Declared bankruptcy or liquidation, or initiated insolvency proceedings*** *for the applicant or bidder, or a similar procedure under the national laws of the country in which they are established.*

Under Art. 60, para. 4 of CA, the grounds for exclusion shall not be applicable, where:

1. ***in the cases under item 1***, *the applicant or bidder is rehabilitated, as well as when 5 years have expired or will have expired from the effective date of the criminal conviction by the end of the procedure leading to the choice of concessionaire and the applicant or bidder has provided evidence that they have paid the due compensation for the damages resulting from the committed criminal offence;*
2. ***in the cases under item 2:***
 - (a) *5 years have expired or will have expired from the entry into force of the relevant act by the end of the procedure leading to the choice of concessionaire and the applicant or bidder has provided evidence that they have met their obligations, including for accrued interests or fines, or*
 - (b) *The term under letter “a” has not yet expired, yet the applicant or bidder has provided evidence that:*
 - aa) *it has met its obligations by having paid or by having ensured deferred or rescheduled payment or security of debt, including for accrued interests or fines, or*
 - bb) *it has been notified of the exact amount due as a result of the breach at a time when it was unable to apply a measure under letter “a” prior to the expiry of the term for the submission of the application;*
3. ***In the cases under item 3***, *the term of the exclusion has expired;*
4. ***In the cases under item 4, letters “a” and “b” and item 5***, *three years have expired or will have expired from the entry into force of the relevant act under item 4 by the end of the procedure leading to the choice of concessionaire, or respectively until the termination of the contract or imposing a penalty under item 5, and the applicant or bidder has provided evidence that it has paid the due compensations, including for damages resulting from the breach;*
5. ***In the cases under item 4, letter “b”***, *the applicant or bidder has provided evidence that it has met the obligation or that by the end of the procedure leading to the choice of concessionaire three years will have expired from the entry into force of the act establishing the breach, as well as evidence that it has paid the due compensations, including for the damages resulting from the breach;*
6. ***In the case under item 6***, *the applicant or bidder has provided evidence of the existence of any of the circumstances under Art. 4 of the Act on the Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons related to them and their Beneficial Owners.*

1. GROUNDS RELATING TO CRIMINAL CONVICTIONS

<i>Grounds under Art. 60, para. 2, item 1 of CA:</i>	<i>Answer:</i>
<p>Is there an effective conviction by final judgment served against the Bidder or a member of its management or supervisory body, or a person who has powers of representation, decision or control therein, relating to any of the grounds listed hereinabove?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please, indicate²⁰:</p> <p>a) date of judgment, which of the crimes referred to in Art. 60, para. 2, item 1 of CA it is related to and the ground(s) based on which the judgment has been served;</p> <p>b) indicate the person, who has been convicted [];</p>	<p>a) date: [], crime(s): [], ground(s):[]</p> <p>b) [.....]</p> <p><i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]²¹</i></p>
<p>If there is an effective conviction by final judgment, are there reasons not to apply these grounds for exclusion, in compliance with Art. 60, para. 1, item 1 of CA?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please indicate the relevant reasons not to apply the grounds for exclusion, more precisely:</p> <p>a) the convicted person is rehabilitated; or</p> <p>b) 5 years have expired at the date of this Declaration or will have expired by the end of the procedure leading to the choice of concessionaire from enforcing the conviction served and the applicant or Bidder has presented evidence that the due compensation for the damages resulting from the crime have been paid (if applicable).</p>	<p>Grounds: [.....]</p> <p>Evidence: [.....]</p> <p><i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]²²</i></p>

²⁰ Please, repeat as many times as necessary.

²¹ Please, repeat as many times as necessary.

²² Please, repeat as many times as necessary.

2. GROUNDS RELATED TO THE PAYMENT OF TAXES AND SOCIAL SECURITY CONTRIBUTIONS

Grounds under Art. 60, para. 2, item 2 of CA:	Answer:	
<p>Is there an effective judicial or administrative act served against the Bidder, establishing that the Bidder has not met its obligations related to the payment of taxes and of mandatory social security contributions within the meaning of Art. 162, para. 2, item 1 of the Tax Insurance Procedure Code and the interests accrued thereto in the Republic of Bulgaria, or similar obligations under the legislation in the country where the applicant or Bidder is established?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>If yes, please indicate²³:</p> <p>a) the respective country or Member State;</p> <p>b) the size of the respective amount;</p> <p>c) the way in which the breach of obligations has been established – by a court decision or administrative act;</p> <p>d) date of the decision/act:</p>	Taxes	Social security contributions
	<p>a) [.....]</p> <p>b) [.....]</p> <p>c) [.....]</p> <p>d) [.....]</p>	<p>a) [.....]</p> <p>b) [.....]</p> <p>c) [.....]</p> <p>d) [.....]</p>
<p>If there is an effective judicial or administrative act, are there reasons not to apply these grounds for exclusion in compliance with Art. 60, para. 4, item 2 of CA?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>If yes, please indicate the relevant reasons not to apply the grounds for exclusion, more precisely:</p> <p>a) 5 years have expired from the entry into force of the respective act or will have expired by the end of the procedure leading to the choice of concessionaire and the Bidder has provided evidence that it has met the obligations, including those for accrued interests or fines, or</p> <p>b) the term under letter “a” above has not</p>	<p>a) <input type="checkbox"/> Yes <input type="checkbox"/> No Evidence: [.....]</p>	

²³ Please, repeat as many times as necessary.

<p>yet expired, yet the Bidder has provided evidence that:</p> <p>aa) has met its obligations by having paid or by having ensured deferred or rescheduled payment or security of debt, including for accrued interests or fines, or</p> <p>bb) has been notified of the exact amount of obligations due as a result of the breach, at a time when it has been unable to apply a measure under letter “a” prior to the expiry of the term for the submission of the application.</p>	<p>b) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>aa) <input type="checkbox"/> Yes <input type="checkbox"/> No Evidence: [.....]</p> <p>bb) <input type="checkbox"/> Yes <input type="checkbox"/> No Evidence: [.....]</p>
<p><i>If the relevant documentation concerning the payment of taxes or social security contributions is available electronically, please indicate:</i></p>	<p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....][.....]²⁴</p>

3. GROUNDS RELATING A BAN FROM PARTICIPATION IN PUBLIC PROCUREMENT OR CONCESSION AWARD PROCEDURES

<i>Grounds under Art. 60, para. 2, item 3 of CA:</i>	<i>Answer:</i>
<p>Is there an effective administrative or judicial act issued against the Bidder, which bans the Bidder from taking part in public procurement or concession award procedures under the national laws of the country in which it is established, or at any other country – a Member State of the European Union?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If yes, please indicate²⁵:</p> <p>a) the respective country or Member State, where the act has been issued;</p> <p>b) what is the act imposing the ban – a court decision or an administrative act;</p> <p>c) the date of the decision/act:</p>	<p>a) [.....]</p> <p>b) [.....]</p> <p>c) [.....]</p>
<p>If there is an effective administrative or judicial act, is there a reason not to apply this ground for exclusion under Art. 60, para. 4, item 3 of CA, more precisely: has the term of exclusion</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

²⁴ Please, repeat as many times as necessary.

²⁵ Please, repeat as many times as necessary.

expired?	
If yes , please, indicate the date of expiry of the term of exclusion, and the document/s establishing this (<i>if applicable</i>):	Date: [.....] Evidence: [.....]
<i>If the relevant documentation concerning the ban for participation in public procurement or concession award procedures is available electronically, please, indicate:</i>	(<i>web address, issuing authority or body, precise reference of the documentation</i>): [.....][.....][.....][.....] ²⁶

4. GROUNDS RELATING TO OTHER BREACHES

Grounds under Art. 60, para. 2, item 4 of CA:	Answer:
<p>(1) Is there an effective administrative or judicial act issued against the Bidder, establishing that the Bidder:</p> <p>1) Is guilty of a grave professional misconduct²⁷, <u>or</u></p> <p>b) Has not met its obligations in the field of environmental, social and labour law, established by the national legislation, the European Union law, collective agreements or international conventions in the social field and in the field of the environment under Annex No. 5 to CA, <u>or</u></p> <p>c) Has entered into an agreement with one or more other economic operators aimed at distorting competition?</p>	<p>a) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>b) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>(2) If yes, please indicate²⁸:</p> <p>a) the respective country or Member State where the act has been issued;</p> <p>b) what is the act establishing the breach – a court decision or an administrative act;</p> <p>c) date of the decision/act:</p>	<p>a) [.....]</p> <p>b) [.....]</p> <p>c) [.....]</p>

²⁶ Please, repeat as many times as necessary.

²⁷ Under §1 item18 of the Additional Provisions of CA, “**a grave professional misconduct**” shall be a breach by the economic operator of the applicable laws or regulations, or ethical standards of the profession to which the economic operator belongs, as well as of the intellectual property rights.

²⁸ Please, repeat as many times as necessary.

under Art.60, para. 4, item4 of CA, more precisely: 3 (three) years have expired or will have expired until the end of the procedure leading to the choice of concessionaire from the date of termination of the relevant contract and the Bidder has presented evidence that it has paid the due compensations, including for the damages resulting from the relevant breach?	
If yes , please indicate the date of expiry of the term and provide document/s to certify the payment of the due compensations (<i>if applicable</i>):	Date: [.....] Evidence: [.....]
<i>If the relevant documentation is available electronically, please indicate:</i>	(<i>web address, issuing authority or body, precise reference of the documentation</i>): [.....][.....][.....][.....] ³¹

6. GROUNDS RELATING TO THE REGISTRATION IN A JURISDICTION WITH PREFERENTIAL TAX REGIME

<i>Grounds under Art. 60, para. 2, item 6 of CA:</i>	<i>Answer:</i>
Does the Bidder or any persons related thereto ³² have a registration in a jurisdiction with preferential tax regime within the meaning of § 1, item 64 of the Additional Provisions of the Corporate Income Tax Act ³³ ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

³¹ Please, repeat as many times as necessary.

³² Under §1 item 16 of the Additional Provisions of CA, “**related persons**” are:

- a) relatives in the direct line to an unlimited degree;
- b) relatives in the collateral line up to the fourth degree included;
- c) relatives by marriage up to the second degree included;
- d) spouses or persons in statutory cohabitation;
- e) partners;
- f) the persons, one of whom takes part in the management of the company of the other person;
- g) a company and a person holding more than 5% of the voting stock or shares issued at the company;
- h) a company whose capital is 100% public or municipal ownership, and a person exercising the rights of the state, or of the municipality, respectively, in this company.”

³³ Under § 1, item 64 of the Additional Provisions of the Corporate Income Tax Act, „**Jurisdictions with Preferential Tax Regime**” shall be the states/territories, which are not Member States of the European Union, and do not exchange information with the Republic of Bulgaria by virtue of Directive 2011/16/EU of the Council of 15 February 2011 on Administrative Cooperation in the Field of Taxation and repealing Directive 77/799/EEC (OB, L 64/1 of 11 March 2011) and its subsequent amendments and supplements and meet two of the following conditions:

- a) there is no effective double taxation avoidance agreement between the Republic of Bulgaria and the relevant state/territory or an effective bilateral or multilateral agreement for exchange of information on request between the Republic of Bulgaria or the European Union and the relevant state/territory;
- b) there is an effective double taxation avoidance agreement between the Republic of Bulgaria and the respective state/territory and an effective bilateral or multilateral agreement for exchange of information on request between the Republic of Bulgaria or the European Union and the respective country/territory, yet the respective state/territory refuses or does not have the capacity to exchange information on request;

If yes, please describe in detail³⁴:	[.....]
In the event of the above circumstance, is there a reason not to apply this exclusion ground under Art. 60, para. 4, item 6 of CA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide evidence for any of the circumstances under Art. 4 of the Act on the Economic and Financial Relations with Companies Registered in Jurisdictions with Preferential Tax Regime, the Persons related with them and their Beneficial Owners:	Evidence: [.....]
<i>If the relevant documentation is available electronically, please indicate:</i>	<i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....][.....] ³⁵

7. GROUNDS RELATING TO INSOLVENCY

Grounds under Art. 60, para. 2, item 7 of CA:	Answer:
There is in relation to the Bidder: a) declared insolvency , or b) initiated liquidation procedure, or c) initiated insolvency proceedings , or d) a similar procedure pursuant under the national laws of the country in which it is established ³⁶ ?	1) <input type="checkbox"/> Yes <input type="checkbox"/> No b) <input type="checkbox"/> Yes <input type="checkbox"/> No c) <input type="checkbox"/> Yes <input type="checkbox"/> No d) <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If the relevant documentation is available electronically, please indicate:</i>	<i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....][.....]

c) the due income or corporate tax or their substitute income taxes under Art. 12, para. 9 or under Art. 8, para. 11 of the Income Taxes on Natural Persons Act, which the non-resident person has realized or will realize, is by 60% lower than the income or corporate tax on such income in the Republic of Bulgaria.

The list of states/territories is validated by an order of the Finance Minister at the proposal of the Executive Director of the National Revenue Agency and is promulgated in the State Gazette.

³⁴ Please, repeat as many times as necessary.

³⁵ Please, repeat as many times as necessary.

³⁶ Under §1 item 17 of the Additional Provisions of CA „**a similar procedure under the national laws of the country in which it is established**” is a procedure similar to the insolvency or liquidation proceedings within the meaning of the Commerce Act, where the assets of the economic operator are managed by a liquidator, by a trustee or by the court, when there is an arrangement with the creditors and its economic operation has been wound up, or other, pursuant to the national laws of the economic operator.

Part II: ACKNOWLEDGEMENT AND DECLARATION

The undersigned declares that the information referred to in Part I hereinabove is true and correct and is presented with clear understanding of the implications of presenting false information.

The undersigned officially declares that is able upon request and without any delay to provide the specified certificates and other forms of documentary evidence, save in the cases when the contracting authority may obtain the specified documents by accessing directly the relevant national data-base at any Member State, which is accessible for free³⁷.

The undersigned gives official consent to the **Ministry of Transport, Information Technology and Communications** to be granted access to the documentation supporting the information presented in [indicate the relevant part, section/item/s] of this Declaration for the purposes of **the procedure for designating a Concessionaire and awarding a works concession for the “Civil Airport for Public Use Sofia – public state property”** (*Concession Notice n. 2018/S 127-290417 published on 5 July 2018*).

Date, place and signature(s):

[.....]

³⁷

On condition that the Economic Operator has provided the required information (web address, issuing authority or body, precise reference of the documentation), which allows to the contracting authority or entity to do this.

FORM F: AIRPORT OPERATION EXPERIENCE

[Using the template below, please provide information on each airport for which the Bidder, or in case of a Consortium, the designated Airport Operator, was legally contracted either individually or as one of the major companies within the consortium to carry out operation and maintenance activities.]

Airport:	
City/ Country	
Total Annual Passenger Traffic (include per annum value over the period from 1 January 2013 up to the Concession Notice's date as indicated in schedule 1 (Bid Data Sheet)³⁸	
Dates and Duration of the Contract:	
Contact Information for References: Name: Address: Telephone: email: website:	
Management Team Members and responsibilities:	
Name(s) of associated companies, consortium members, joint venture members or shareholders in a special purpose vehicle acting as concessionaire, if any:	
Contractual arrangement: [Please describe under what basis, i.e. equity shareholding, operating and management contract, etc. the Airport Operator exercises effective management of the Airport.]	
Description of Project: [The description should include a section on the evolution of the traffic in recent years, main countries of origin/destination, number of airlines and users, quality improvements, capital investments, etc. tables, graphs and pictures may be submitted to supplement the narrative description]	
Actual services provided: [describe role - actual services provided by the Bidder/Airport Operator within the assignment]	

³⁸

Please indicate this information only in the form regarding the international airport experience.

Date	
Name of Bidder/Airport Operator	
Name and surname of Signatory:	
Capacity of the Signatory	
Signature	

FORM G: TOTAL NET WORTH

[Bidder shall fill in the relevant .xls file provided in the Data Room whose summary is provided hereafter]

Financial Statement Currency	Currency*	EUR exchange rate	Converted into EUR
Please select your currency ->	Bulgarian Lev	0,51	

	Year
Year End – 1	

Profit and Loss Account	
Balance Sheet	
	Reference page**
Current Assets	
Non Current Assets	
Total Assets	0
Current Liabilities	
Non Current Liabilities	
Total Liabilities	0
Net Worth	0
Total Equity	
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

Profit and Loss Account	
Balance Sheet	
Current Assets	0
Non Current Assets	0
Total Assets	0
Current Liabilities	0
Non Current Liabilities	0
Total Liabilities	0
Net Worth	0
Total Equity	0
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

	Year
Year End – 2	

Profit and Loss Account	
Balance Sheet	
	Reference page**
Current Assets	
Non Current Assets	
Total Assets	0
Current Liabilities	
Non Current Liabilities	
Total Liabilities	0
Net Worth	0
Total Equity	
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

Profit and Loss Account	
Balance Sheet	
Current Assets	0
Non Current Assets	0
Total Assets	0
Current Liabilities	0
Non Current Liabilities	0
Total Liabilities	0
Net Worth	0
Total Equity	0
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

	Year
Year End – 3	

Profit and Loss Account	
Balance Sheet	
	Reference page**
Current Assets	0
Non Current Assets	
Total Assets	0
Current Liabilities	
Non Current Liabilities	
Total Liabilities	0
Net Worth	0
Total Equity	
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

Profit and Loss Account	
Balance Sheet	
Current Assets	0
Non Current Assets	0
Total Assets	0
Current Liabilities	0
Non Current Liabilities	0
Total Liabilities	0
Net Worth	0
Total Equity	0
Total Liabilities and Equity	0
Net Worth to Total Assets ratio	
Balance Sheet Check	TRUE

***Currency Exchange Rates**

****Reference Page**

Provide the reference page from the relevant financial statements

Pursuant to the requirements set out in paragraph 4.A of schedule 3 (*Content of the Applications and Offers*), part 1 (*Application*) of the Tender Document we enclose the audited financial statements and the Affidavit of the Chief Financial Officer(s), as appropriate.

Date	
Name of Bidder/Lead Member	
Name and surname of Signatory	
Capacity of the Signatory	
Signature	

FORM H: EXPERIENCE RAISING FINANCING CERTIFICATE

The undersigned [full names] _____ in my capacity as legal representative of [name of Grantor/owner/financing institutions' mandated lead arranger or agent], with a seat of business and management address [state, city, street, No, other],

by this certificate hereby certifies that:

- (a) [name of Grantor/owner/financing institutions' mandated lead arranger or agent] acted as [insert role of the institution in the infrastructure project] in the context of the project [insert name of the project] ("**Project**") which contemplated the [insert brief description of the project] and that [name of the Bidder or Consortium Member] acted as [insert role of the Bidder in the project];
- (b) The value of the Project was equal to Euro [...];
- (c) In the context of the Project [name of the Bidder or Consortium Member] was able to make an equity investments equal to Euro [◆] and/or to raise debt financing equal to Euro [.....];
- (d) The date of the financial close of the Project occurred on [.....].

Yours faithfully

Date	
Name of Institution	
Name and surname of Signatory	
Capacity of the Signatory	
Signature and stamp	

Part 2: Binding Proposal

Within the envelope marked "Binding Proposal", each Bidder shall provide the Binding Proposal duly completed by the Bidder or, if the Bidder is a Consortium, by the Lead Member, and drafted on the basis of the form attached hereto as Form A.

Date	
Name of Bidder/Lead Member	
Name	
Surname	
Capacity of the authorized representative of the Bidder/Lead Member	
Signature⁴⁰	

⁴⁰ When the Bidder is represented jointly by more than one person, the Binding Proposal shall be signed by each of these persons with indication of name and surname and capacity of the representative.

Part 3: Proposal

Within the envelope marked "Proposal", each Bidder shall provide the following:

1. **General Documents**

- (a) A Proposal drafted in the form attached as Form A (Proposal) and relevant attachments duly completed and signed by the Bidder (or if the Bidder is a Consortium, by its Lead Member);
- (b) Declaration of validity term of the offer drafted in the form attached as Form B;
- (c) A list of Confidential Information drafted in the form attached as Form C;
- (d) Declaration regarding sources of funds, pursuant to the Measures Against Money Laundering Act in accordance with Form D.

FORM A: PROPOSAL

To: The Chairperson of The Commission

PROPOSAL for the award of works concession for “Civil Airport for public use Sofia - public state property”, through an open procedure

From: [name of Bidder]

Represented by: [full name and capacity of the representative of Bidder or, in case of a Consortium, of the Lead Member, who signs the Application and the Offer / the Proposal]

Dear Mr/Ms Chairperson,

After we have received and reviewed the Tender Documents for the award of works concession for “Civil Airport for public use Sofia - public state property” we hereby submit our Proposal by means of which we undertake, in case of award of the Concession Agreement, to sign the Concession Agreement and perform and fulfil the Concession Agreement in compliance with the terms and conditions thereof and of the Tender Documents.

In this Proposal (and relevant schedules), unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

Attached to our Proposal are the following documents:

- (1) Declaration of validity term of the Offer drafted in accordance with the Form set out in schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*), Form B of the Tender Documents.
- (2) A list of Confidential Information drafted in accordance with the Form set out in schedule 3 (*Content of the Applications and Offers*), part B.2. (*Proposal*), Form C of the Tender Documents;
- (3) Declaration regarding sources of funds, pursuant to the Measures Against Money Laundering Act drafted in accordance with the Form set out in schedule 3 (*Content of the Applications and Offers*), part 3 (*Proposal*), Form D of the Tender Documents.
- (4) The Technical Proposal which shall contain the requirements and respond to the evaluation criteria set out in schedule 4 (*Requirements for the Offers and Evaluation*)
- (5) The Financial Proposal which shall contain the requirements and respond to the evaluation criteria set out in schedule 4 (*Requirements for the Offers and Evaluation*).

Date	
Name of Bidder/Lead Member	
Name and surname of Signatory	
Capacity of the Signatory	
Signature and stamp	

FORM B: DECLARATION OF VALIDITY

DECLARATION for validity term of the Application and Offer

The undersigned [*full name*] _____ in my capacity as legal representative representing [*name of Bidder/Lead Member*],

With a seat of business and management address [*state, city, street, No, other*]

tel/fax _____

Hereby declare that this Proposal is binding upon the [Bidder for which I act as duly empowered representative / Consortium for which I act as duly empowered representative of the Lead Member] and irrevocable and shall be valid and effective until the expiry of 360 days following the Bid Submission Deadline, as indicated in the Tender Documents.

In case the Concession is awarded the [Bidder for which I act as duly empowered representative / Consortium for which I act as duly empowered representative of the Lead Member], shall undertake to sign the Concession Agreement in conformity to the submitted Offer.

In this declaration, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

Date	
Name of Bidder/Lead Member	
Name and surname of Signatory	
Capacity of the Signatory	
Signature and stamp	

FORM C: LIST OF CONFIDENTIAL INFORMATION

Confidential Information	Offering Document and number of the page containing such information	Reasons for the confidentiality of such information	Time period in which they will be considered to be confidential

FORM D⁴¹: ORIGIN OF FUNDS

DECLARATION

For origin of funds under article 66, paragraph 2 of the Measures Against Money Laundering Act⁴²

The undersigned [*full name*] _____.

with uniform civil number (or personal number or equivalent): [*personal number of the physical person representing the Bidder/Lead Member*], OR, for persons from jurisdictions where there are no such numbers, date and place of birth: [*date and place of birth of the physical person representing the Bidder/Lead Member*],

with permanent address: [*personal address of the physical person representing the Bidder/Lead Member*],

citizen of: [*citizenship/nationality of the physical person representing the Bidder/Lead Member*],

with identity card/passport: [*details of the identity card or passport or equivalent of the physical person representing the Bidder/Lead Member, including number, date of issue, issuing authority and country of issue*],

in my capacity as legal representative representing [*name of Bidder/Lead Member*] with a seat of business and management address [*state, city, street, No, other*], with registration number: [*registration number of Bidder/Lead Member from relevant commercial and/or tax or equivalent registry*]

Declare, that in the event that the [Bidder for which I act as duly empowered representative/Consortium for which I act as duly empowered representative of the Lead Member] is awarded the Concession Agreement, the funds required for the execution and performance of the Concession Agreement will have the following origin: [*the origin of funds shall be described, e.g.: funds may be full equity or a mix of equity/loan financing. Please indicate either of the two*]

In this declaration, unless the context otherwise requires, capitalized terms shall have the meaning ascribed thereto in the Tender Documents as defined in the Concession Notice n. 2018/S 127-290417 published on 5 July 2018.

I am aware of the Criminal liability under art. 313 of Criminal Code for declaring of false circumstances.

Date	
Name of Bidder/Lead Member	
Name and surname of Signatory	

⁴¹ At the time these Tender Documents are issued, there is no new approved form of this declaration yet – it is expected to have such when the Regulation for Implementation of the new Measures Against Money Laundering Act is adopted (expected within the next 4 months). This form is therefore subject to amendments.

⁴² Please note that the form of this declaration may be changed subject to approval and entry into force of a Regulation for Implementation of the Measures Against Money Laundering Act.

Capacity of the Signatory	
Signature and stamp	

SCHEDULE 4: REQUIREMENTS FOR THE OFFERS AND EVALUATION

Part 1: Technical Proposal Requirements

As part of their Technical Proposal, Bidders shall provide the contents set out in this part 1 of schedule 4:

Section 1 – Overall Strategy (S1)

Section 2 – Qualitative Plans (S2), including a Business Plan, a Financing Plan and a Conceptual Development Plan

Section 3 – Forecast plans (S3), including Traffic Forecast, EBITDA Forecast and Capital Investment Forecast.

Section 1 – Overall Strategy

Bidders are required to demonstrate a coherent strategy which addresses the requirements of the Tender Documents and the draft Concession Agreement in particular Bidders shall take into account the terms and conditions of the draft Concession Agreement including without limitation the list of Services required to be performed by the Concessionaire during the Term of the Concession.

As such, Bidders should provide an Overall Strategy document that includes:

1. A mission statement;
2. A Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis which demonstrates the Bidder's understanding of all major issues relating to the Airport, including issues related to the specific passenger profile and mix;
3. A strategic action plan, substantiated by parts 2 and 3 below, to achieve the mission statement focusing on capitalising on the strengths and opportunities whilst minimising the weaknesses and threats.

Section 2 – Qualitative plans

Bidders are required to demonstrate coherent qualitative plans which address the strategy delineated in Section 1 of this part 1 schedule 4 and the requirements of the Tender Documents and the draft Concession Agreement through the following plans:

1. A Business Plan containing:
 - (a) Commercial program and marketing plan for traffic development;
 - (b) Program for service quality, operations and maintenance;
 - (c) Organisational and management program;
 - (d) Environmental and social program; and
 - (e) Draft Transition plan.
 - (f) Safety Management Plan.

2. A Financing Plan containing the elements, listed below.
3. A Conceptual Development Plan containing:
 - (a) A Schedule for realisation of the separate stages of the Conceptual Development Plan (the particular stages and the term for their realization in months shall be listed without details);
 - (b) An estimate of the related Capital Expenditure investment;
 - (c) Assessment of the financial effect of investments on the consumers.

The Business Plan, Financing Plan and Conceptual Development Plan shall be provided in accordance respectively with the following subsections A, B and C.

Where appropriate, the Bidder should demonstrate their experience in each field by means of examples from other airports that they manage, own or have a shareholding in.

A. Business Plan requirements

The Business Plan shall provide, in sufficient detail to establish validity, a comprehensive description of how the Bidder proposes to manage, operate and exploit the Airport. It shall contain the following elements relevant to the management and operation of the Airport for the whole term of the Concession Agreement:

1. Commercial program, which shall include a description of at least, but not only, the following elements:
 - (a) the retail product categories on offer and the Bidder's proposals for developing these, including:
 - (i) Duty Free;
 - (ii) Other Shops;
 - (iii) Food & Beverage (F&B);
 - (iv) Bureau & financial services;
 - (v) Car Rental;
 - (vi) Advertising & Media;
 - (vii) Digital, wifi & e-commerce opportunities;
 - (viii) Other retail services.
 - (b) the car parking on offer;
 - (c) proposals for developing ground handling services;
 - (d) approach to cargo handling;

- (e) approach to other commercial activities including real estate (areas and facilities rental), delivery, storage and refuelling of aircrafts with fuel and lubricants and ground transport between the Airport and other points;
- 2. Marketing plan for traffic development outlining the proposed approach to incentives and discount programs.
- 3. Program for service quality, operations and maintenance, which shall include a description of at least, but not limited to, the following elements:
 - (a) The Bidder's overarching strategy to develop and deliver service quality to Passengers, Users and Government Users, including providing industry leading operations and maintenance services.
 - (b) The Bidder's own Quality Management System (QMS) in relation to the Performance Measurement and Key Performance Indicators (KPIs) system defined in the draft Concession Agreement and how it is guaranteed that the envisaged purposes of continuous monitoring and improvement of service quality will be reached. This QMS shall, as a bare minimum, account for the binding list of KPIs under Appendix 6 (*KEY PERFORMANCE INDICATORS (KPI) – Performance Measurement*) of the draft Concession Agreement. A plan for monitoring and reporting of the reached KPIs shall be included in the above described QMS.
 - (d) Continued assurance of actions to be undertaken to comply with IATA Optimum Level of Service.
 - (e) The proposed asset management system for the maintenance and operations of, and consequential minimisation of downtime, hindrance and nuisance for:
 - (i) landside areas around the Terminal(s), including the access roads, bus stops, taxi stands, car parks and car rental facilities;
 - (ii) the Terminal(s); and
 - (iii) airside operations.
 - (f) The proposed asset management system, by which it is guaranteed that the equipment and facilities at the Airport are duly maintained or renewed or refurbished in conformity to the best practices in the sector and the useful life of the equipment and facilities.
 - (g) The proposed quality measuring system for measuring the users' satisfaction from the offered airport services.
- 4. Organisational and management program, which shall include at least a description of, but not limited to, the following elements:
 - (a) the proposed key personnel, which will be responsible for the management of the Airport during the term of the Concession Agreement. This should include an organisational scheme and description of responsibilities of key positions and how the Concessionaire will be structured and managed, with a breakdown of the management structure, where appropriate, in aeronautical and non-aeronautical activities, maintenance and development and ground servicing. Detailed CVs of persons who are envisaged to occupy the key positions shall be enclosed, which should include as

a minimum at least five qualified and experienced top-level managers that have held airport management positions for at least five years in the last 10 years, together fully covering the following six fields of expertise:

- (i) Airport Operations, including safety, terminal and airfield management, emergency services and security;
 - (ii) Commercial & Marketing operations;
 - (iii) Engineering & Maintenance;
 - (iv) Financial and support services (e.g. IT);
 - (v) Capital costs projects finance development;
 - (vi) Planning, design and execution of Work.
- (b) Proposal for maintaining relations between the Concessionaire and the Government Users that are responsible for activities on the territory of the Airport or related to the Airport, with particular attention to Air Traffic Services, police and border control activities and reaction in emergency and threat situations.
5. Environmental and social program, to be developed in line with Clauses 8, 9 and 10 of the draft Concession Agreement, which shall include a description of at least, but not limited to, the following elements:
- (a) the development and continuous improvement of the Environmental and Social Management System and the Environmental and Social Management and Monitoring Plans;
 - (b) a program to guarantee minimising of the negative effect on the Environment caused by the maintenance, operation, exploitation and expansion of the Airport and Concession Assets and Airport Services, under separate components that include the approach to:
 - (i) increase the Airport's use and production of renewable energy;
 - (ii) efficient and responsible water management;
 - (iii) reduction and responsible removal of contamination;
 - (iv) reduction and responsible removal of waste;
 - (v) cleaning of sewage discharges and surface water drainage;
 - (vi) reduction, capture and responsible disposal of leaking fuels, chemicals and greasing materials, etc;
 - (vii) minimisation of the negative consequences on the environment;
 - (viii) efficiently manage and dispose of Existing Contamination; and
 - (ix) reduce nuisance and hindrance to the Airport's neighbouring communities and stakeholders;

- (x) reducing carbon emissions as a result of airport operation;
 - (c) particular proposals (measures) for improvement of working conditions of the Employees;
 - (d) methods, procedures and means, by which the Bidder intends to realise transfer of knowledge and skills related to application of the best international practices at management and operation of the Airport;
 - (e) assurance and provision of services to Employees, Passengers, Users and Government Users, which contribute to the normal functioning of the Concession Site and are incidental to a well-functioning modern airport, including, but not limited to, assurance of proper facilities for servicing of disabled persons and for assurance of access to the Airport to disabled persons and people with limited mobility;
 - (f) particular proposals for protection of the health and safety of Employees, Passengers, Users and Government Users.
6. Draft Transition Plan, to be developed in line with Clause 2.5 of the draft Concession Agreement, which shall include a proposal for a time schedule, particular steps and main events to transfer the Concession Operations from the Current Operator to the Concessionaire, including the grant by the Grantor to the Concessionaire of the right for operating the construction and the services at the Concession Site and its hand-over as well as the hand-over of the other Concession Assets on the Concession Commencement Date at the Airport during the Transition Period (Effective Date and the Concession Commencement Date) in a smooth and efficient manner and with minimal impact on ongoing Airport operations. The plan shall include at least the following elements:
- (a) management and transfer of present Employees of the Airport, which is to be developed in line with Clause 9.1 of the draft Concession Agreement and with reference to Clause 2.5 of the draft Concession Agreement, with regard to the Employees, whose labour relations with the Current Operator will be transformed into labour relations with the Concessionaire. This shall include a detailed plan for the personnel and description of the way the Bidder will organise the transferring of responsibilities and activities from the current management to the Concessionaire;
 - (b) transferring of administration and fulfilment of Transferring Contracts and other agreements relevant to the exploitation and performance of activities at the Airport;
 - (c) planned contents and development of the Airport Manual in conformity to the normative requirements and Conditions Precedent;
 - (d) plan to verify compliance with requirements relevant to receiving licenses for airport operator and ground service operator from DG CAA as well as other licenses and certificates related to the implementation of airport aeronautical and not aeronautical activities;
 - (e) acquiring and transferring of Concession Assets, respectively assuming of obligations, where applicable, as envisaged under the draft Concession Agreement;
 - (f) public relations strategy;
 - (g) the Moveable Assets the Bidder intends to purchase from the Current Operator.

7. Requirements for the Safety Management Plan, containing a description of at least, but not limited to, the following elements:
 - (a) detailed description of the Safety Management System, risk assessment methodology and organisational measures to maintain a high level of safety, in line with the requirements of the Laws, ICAO Safety Management Standards and EASA Standards and Regulations.
 - (b) description and structure of the Wildlife control plan, including a risk assessment methodology in accordance with the requirements of the Laws, ICAO Safety Management Standards and EASA Standards and Regulations.
 - (c) actions, structure and equipment for ensuring fire safety and emergency rescue, as well as for maintaining of the airport category in compliance with the traffic and aircraft type operated.
 - (d) actions, structure and equipment for providing medical care.

B. Financing Plan requirements

It is accepted that the financing is not possible to be completely and unconditionally assured and committed at the Bid Submission Deadline.

1. The Financing Plan shall provide, in sufficient detail to establish validity, a comprehensive description of how the Bidder proposes to finance the Conceptual Development Plan, in line with its related Traffic, EBITDA and Capital Investment Forecasts as detailed in part 3 of this schedule 4, as follows:
2. The Financing Plan shall present the proposed sources of financing, including evidence to the fact that the Offer is financially structured in such a way to realise fast and unimpeded commitment of the Capital Investment Forecast as described under Section 3 of this part 1 of schedule 4, through the use of most effective and available sources of capital, so that the financial effect on the Passengers and Users of the Airport would be minimised. In particular, the Bidder shall provide:
 - (a) a description of eventual sources of financing (such as own capital, loans from shareholders and external credits); and
 - (b) indication for timing and availability of funds and support of credit and financial institutions with outlined main parameters, for example interest rates, payment of principal, main commitments, requirements toward reserve, default clauses, guarantees, etc.
3. The Financing Plan shall provide the Financial Model that includes, in particular, the following information:
 - (a) Income and expenses, which are defined in compliance with the provisions of Directive 2009/12/EC of the European Parliament and of the Council of 11 March 2009 on airport charges and the ICAO Documents 9082 and 9562. The cost basis for regulated activities shall be established in accordance with the requirements of these documents;
 - (b) estimated amount and evolution of Airport Charges;

- (c) a breakdown of revenues, costs and investments for Airport Activities and for commercial activities, established and specified separately for each type of activities, i.e. airport (regulated) and commercial (non-regulated) activities;
 - (d) all financial aspects of the Concession and the allocation of effects (Upfront Concession Fee, Annual Concession Fee, costs, payments, etc.) between the Airport Activities (regulated) and the commercial activities (non-regulated). Financial proforma statements for the EBITDA and Capital Investment Forecasts as detailed under Section 3 of this part 1 of this schedule 4. Depreciation should be calculated based on the straight-line depreciation method;
 - (e) forecast balance sheet and cash flow projections for the Concessionaire, for the entire Concession Period. As a minimum requirement, the forecasts should be in sufficient detail to determine appropriate financial ratios, to examine risks and sensitivities, and to substantiate the Project's feasibility and bankability;
 - (f) the proposed financing structure, including the:
 - (i) corporate and capital structure of the Concessionaire;
 - (ii) absolute level of financing required;
 - (iii) sources of financing (debt, equity, quasi-equity, project bonds etc.);
 - (iv) interest rates;
 - (v) Key standard financial indicators (IRR (the internal rate of return, including Equity IRR and Threshold Equity IRR, as defined in the draft Concession Agreement), WACC, DSCR, LLCR, etc.); and
 - (vi) detailed description of the assumptions;
 - (g) the Concessionaire share capital to be set out in Clause 12.1 of the draft Concession Agreement;
 - (h) the proposed insurance arrangements in compliance with the provisions of the draft Concession Agreement;
 - (i) all other financial parameters according to the draft Concession Agreement and the Appendices thereto (Concession Value, Upfront Concession Fee, Annual Concession Fee, etc.);
 - (j) the Financial Model should provide yearly projections for the entire Concession Period, from the Concession Commencement Date until the Expiry Date;
 - (k) all projections should be presented in euros, at 2017 prices, in annualised terms.
4. The Financial Model shall be duly audited and with documentary proof of such an audit having been carried out by an accredited and reputable entity.
 5. The financial aspects should be determined in accordance with the International Accounting Standards (IAC) and the International Financial Reporting Standards (IFRS).

6. The Financing Plan should contain a sensitivity analysis of the number of flights and the number of passengers in relation to the projected evolution of the Airport Charges contained in the Financial Model and the risk mitigation measures.
7. The Financing Plan should contain a detailed description of the method used to determine the regulated return for the entire Concession Period, as well as the influence of the concession aspects in determining such return.
8. The Financing Plan should detail the method and manner of determining Commercial Revenues, including commercial revenues related to Airport Activities and other commercial revenues. The Financing Plan should provide supporting analyses and explanations of the methodology based on the following components:
 - estimate of the traffic, passengers, maximum takeoff weight and other key parameters relevant for determining the Airport Charges;
 - revenues from Airport Charges – from aeronautical operations;
 - aeronautical Commercial Revenues – from ground handling;
 - additional Commercial Revenues;
 - operating costs (separately for regulated and commercial operations, with a separate calculation for ground handling);
 - concession payments;
 - cost of capital improvements, separately for regulated and commercial operations, with a separate calculation for ground handling;
 - capital maintenance costs (such as capital refurbishment, etc.), separately for regulated and commercial operations, with a separate calculation for ground handling;
 - general assumptions underlying the Financial Model (such as inflation rate, tax rates).
9. The Financing Plan may contain information that the Bidder would consider appropriate to submit in accordance with the proposed Financing Plan.
10. The Financing Plan shall be designed and structured in accordance with generally accepted industry practices for airport concessions financed on a project finance basis and the requirements defined in the draft Concession Agreement.
11. The Financing Plan shall take into account the requirements of the Tender Documents as may be relevant for financing the Project.
12. The Financing Plan shall take into account the draft Concession Agreement, including, without limitation, the obligation to open a Terminal 3. The New Terminal shall be opened not later than 10/ten/ years from the Concession Commencement Date, as provided in clause 18.4 (Terminal 3) of the draft Concession Agreement and in Appendix 18 to the draft Concession Agreement.

C. Conceptual Development Plan requirements

The Conceptual Development Plan shall provide, in sufficient detail to establish validity, a comprehensive description of how the Bidder proposes to invest in the development of the Airport, as follows:

1. The Conceptual Development Plan shall include, but shall not be limited to, the proper and suitable measures that will assure the fulfilment of the draft Concession Agreement terms and Minimum Technical Requirements in particular over the whole Concession Period.
2. The Bidder may further propose additional investment projects related to other activities and directions and major maintenance and renewals.
3. The Bidder shall observe the requirements under art. 46, paragraphs 1 and 2 of the Civil Aviation Act, namely that the coordination of the projects for expansion or reconstruction of civil airports and navigation facilities shall be preceded by:
 - (a) existence of a master plan for development of the Airport; and
 - (b) approved detailed organisational plan and realisation of procedures under the Environmental Protection Act, the Spatial Development Act, the State Property Act and the Municipal Property Act and also under other acts that could be relevant to the issued permission.

In this regard, when defining the separate measures and terms for realisation of the Conceptual Development Plan, the Bidder shall comply with the necessity of elaboration and entering into force of an Initial or Approved Master Plan and Detailed Organisational Plan for the Airport and the respective process time for this, as defined in the Concession Agreement, with specific reference to Clause 25 therein.

4. Overview of and substantiation for the investment programme in accordance with the investments amount offered by the Bidder pursuant to part 3 Section C of this schedule 4 (Requirements for the Offers and Evaluation), which amount shall not be less than 600 million Euro, VAT excluded. Such overview and substantiation will be based on the Business Plan, current state of the Concession Assets, capacity constraints at the Concession Site and Traffic Forecasts as defined in Section 3 of part 1 of this schedule 4 (Requirements for the Offers and Evaluation) and include:
 - (a) a proposal for an investment program, containing types and directions of the proposed investments by aeronautical and commercial activities, for the duration of the concession to the amount of no less than 600 million Euro, VAT excluded;
 - (b) proposed stages and their time frames of realisation of the Conceptual Development Plan and its investment projects, in accordance with the provisions of the draft Concession Agreement;
 - (c) main technical parameters of each proposed investment project and effect on the Concession Site and Airport Services;
 - (d) estimation and sources of financing for the costs under major investment projects for each separate stage, in line with the Financing Plan;
 - (e) impacts and consequences of the investment projects on maintenance and operations and operational expenditure during and after Works;
 - (f) steps to be undertaken to ensure that Terminal 3 is opened and fully operational not later than 10 /ten/ years from the Concession Commencement Date in accordance with the draft Concession Agreement.

5. The Conceptual Development Plan should clearly integrate the separate stages of realisation of the Conceptual Development Plan in a complete long-term strategy for development of the Airport.
6. The Conceptual Development Plan shall clearly outline the stages of development of the Airport, together with their graphical presentation in the form of clearly legible drawings that include industry standard visualisations of:
 - (a) Air Activities;
 - (b) approximate measurements; and
 - (c) draft design and architectural representation.
7. These drawings are to present:
 - (a) block-schemes per defined stage of development of the situation for the entire area of the Airport, to a scale not less than 1:2500; and
 - (b) the specific investment projects' final situation superimposed on the current situation, to a scale not less than 1:1000.

Section 3 – Forecast plans

The deliverables detailed in Sections 1 and 2 of this part 1 of schedule 4 (*Requirements for the Offers and Evaluation*) should be supported by clear quantitative statements of the assumptions underlying them and the anticipated outputs through the following deliverables:

1. Traffic Forecast;
2. EBITDA Forecast;
3. Capital Investment Forecast;

A. Traffic Forecast requirements

The Traffic Forecast is to provide a detailed quantification of the Bidder's own annual traffic forecasts over the Concession Period. At a minimum, the forecast should include the following:

1. Domestic passengers;
2. International passengers;
3. Transfer passengers (transfer from one flight to another at Sofia Airport)
4. Domestic commercial aircraft movements;
5. International commercial aircraft movements;
6. Other non-commercial aircraft movements (general aviation, military etc);

7. Cargo and mail in tonnes - unloaded, loaded and transferable, incl. carried by air-carriages;
8. Substantiated forecasts (including details of the forecasting methods, formulas and other components and elements used) of the development of the following indicators, presented for each year of the Concession Period:
 - traffic expressed in aircraft movements (taking off and landing);
 - number of passengers (departures and arrivals);
 - maximum takeoff weight of aircraft used in determining charge units;
 - other parameters relevant to determining Airport Charges, where necessary.
9. The Bidder's route development program, including assumptions of new routes and frequencies of flights to them, actions necessary to realise these; and
10. The Bidder's secondary traffic forecasts, per annum, covering 30th busiest hour passenger and ATM flows (split two way, arrivals, departures) and peak commercial passenger and cargo aircraft stand demand (split by aircraft category code, A to F).

All traffic forecasts provided by the Grantor or its advisors, including IFC, including without limitation those provided in the Data Room, are for informational purposes only and all Bidders are required to develop and submit their own Traffic Forecasts with clearly defined assumptions.

B. EBITDA Forecast requirements

The EBITDA Forecast is to provide a detailed quantification of the Bidder's own revenue and operating costs forecasts over the Concession Period. At a minimum, the forecast should include the following:

1. A revenue forecast, comprising the Bidder's projections of revenues from Airport Charges and any revenue from other commercial (non-aeronautical) activities over the Concession Period, as follows:
 - (a) clearly present estimated Airport Charges, also defined in yield per Passenger, taking into account a number of factors including:
 - (i) regulatory regime in effect;
 - (ii) historical trends; and
 - (iii) airline traffic forecasts;
 - (b) clearly present all estimated other revenues, per category, also to be prepared on revenue per Passenger basis;
 - (c) clearly lay out all relevant drivers and metrics for each revenue source;
 - (d) directly integrate the revenue forecast with the Traffic Forecast, Business Plan and Conceptual Development Plan;
 - (e) all revenue forecasts must be provided in Euro, 2017 prices, and on a per annum basis.

2. An operating cost forecast, comprising the Bidder's projections of operating costs by key category, as follows.
 - (a) Clearly present all estimated operating costs, per category;
 - (b) Clearly lay out all relevant drivers and metrics for each operating cost source;
 - (c) Directly integrate the operating costs forecast with the Traffic Forecast, Business Plan and Conceptual Development Plan;
 - (d) All operating costs forecasts must be provided in Euro, 2017 prices, and on a per annum basis.

All EBITDA, revenue and cost forecasts provided by the Grantor or its advisors, including IFC, including without limitation those provided in the Data Room, are for informational purposes only and all Bidders are required to develop and submit their own forecasts with clearly defined assumptions.

C. Capital Investment Forecast requirements

The Capital Investment Forecast is to provide a detailed quantification of the Bidder's own estimated capital expenditures over the Concession Period. At a minimum, the forecast should include the following:

1. The estimate of all capital expenditures for the investment projects in the Conceptual Development Plan, which for the avoidance of doubt shall at a minimum account for management, planning, design, permitting and consents, environmental matters, traffic management, temporary measures and construction costs.
2. The capital expenditures shall be provided per annum, as a sum total and broken down as follows:
 - (a) Projects to deliver the Minimum Technical Requirements;
 - (b) Other expansion projects; and
 - (c) Other major maintenance projects.
3. The Capital Expenditures should be in line with the programme set out in the Conceptual Development Plan and should be to the amount of no less than 600 million Euro VAT excluded. The Capital Expenditures should be calculated at prices valid for 2017 in Euro.

All capital investment forecasts provided by the Grantor or its advisors, including IFC, including without limitation those provided in the Data Room are for informational purposes only and all Bidders are required to develop and submit their own forecasts with clearly defined assumptions. The Capital Investment Forecast indicated in the Bid shall ensure that the investments of the Concessionaire over the term of the Concession Agreement shall satisfy the requirement of Minimum Investment as set out in the draft Concession Agreement.

The Capital Investment Forecast shall be assessed in accordance with the criteria set out in part 3 of this schedule 4.

Part 2: Financial Proposal

The Financial Proposal will consist of the following:

1. Acknowledgment by the Bidder of the obligation to pay the Upfront Concession Fee;
2. Amount of the Offered Annual Concession Fee offered by a Bidder, which will be expressed as a fixed percentage of the Aggregate Concession Revenues (as defined below) of the Concessionaire in each Concession Year. The Annual Concession Fee shall be not less than Euro 7,669,378.22 (seven million, six hundred sixty-nine thousand, three hundred seventy-eight euro and twenty-two eurocents), VAT excluded;

For the purposes of this schedule 4 "**Aggregate Concession Revenue**" means, for any Concession Year (as defined in the draft Concession Agreement), or part thereof, the sum of:

- (a) the aggregate cash receipts of the Concessionaire in respect of such Concession Year or part thereof representing Regulated Airport Charges (as defined in the draft Concession Agreement);
- (b) any other revenue, receipts or amounts received by the Concessionaire in respect of such Concession Year or part thereof, from other business of the Concessionaire (as authorised pursuant to the terms of the draft Concession Agreement);
- (c) any insurance proceeds received by the Concessionaire in respect of such Concession Year or part thereof to the extent that such proceeds are in respect of lost revenue or profit.

Part 3: Offer Evaluation and Award Criteria

Each of the Financial and Technical Proposals shall be evaluated in accordance with the criteria set out in this part 3 of schedule 4.

The Financial Proposal shall consist of a quantitative part to be evaluated in accordance with Section I below.

The Technical Proposal shall be evaluated in accordance with the following Section II.

The Offers will obtain an overall score and ranking based on the evaluation of the Financial Proposal and the Technical Proposal.

The overall assessment of each Offer is obtained from the sum of the weighted aggregate assessments for each criterion with the corresponding weights and listed below.

$$TS_i = 55\% * FPS_i + 45\% * TPS_i$$

Where:

" TS_i " is the total score of the Proposal of Bidder "i";

" FPS_i " is the score of the **Financial Proposal** of Bidder "i";

" TPS_i " is the score of the **Technical Proposal** of Bidder "i" (S1, S2 and S3).

The Concession will be awarded to the Bidder submitting the Proposal with the highest total score.

I. Evaluation of the Financial Proposal

The Bidder shall submit a proposal for the amount of the Annual Concession Fee, such amount to be not less than EUR 7,669,378.22 (BGN 15,000,000), which corresponds to a percentage of the total amount of the aggregate revenue of all activities related to the exploitation of the Concession Site taken as a reference – Euro 76,693,782.18, (BGN 150,000,000).

The amount of the reference revenue corresponds to the revenues generated by the Current Operator for the last financial reporting year (2017).

The Concessionaire shall pay Annual Concession Fee, equal to the higher amount of the following two:

- (a) the amount offered in the Bidder's Offer, but not less than EUR 7,669,378.22 (BGN 15,000,000); or
- (b) the amount determined as a percentage of the total amount of the Aggregate Concession Revenue for the relevant year, proposed in the Bidder's Offer, which shall be not lower than 10 per cent.

Example:

The Bidder offers Annual Concession Fee amounting to BGN 17,000,000.

This amount corresponds to 11,33% of the reference revenue amount of BGN 150,000,000.

For the purpose of evaluation of the Offer, only the proposed amount of the Annual Concession Fee – BGN 17,000,000 – will be taken into consideration.

The Concession Agreement will include the following obligation of the Concessionaire for Annual Concession Fee:

The Concessionaire shall pay Annual Concession Fee, equal to the higher of the following two amounts:

- a) the amount proposed in the Bidder's Offer of BGN 17,000,000; or
- b) the amount determined as 11,33% of the Aggregate Concession Revenue for the relevant year.

The proposals of the Bidders on the criteria “Annual Concession Fee” will be evaluated according to the following formula:

$$\mathbf{FPS_i = \frac{ACF_i}{ACF_{max}} * 100}$$

Where:

"FPS_i" is the score of the Financial Proposal of Bidder "i";

"ACF_i" is the Offered Annual Concession Fee Amount proposed by Bidder "i"; and

"ACF_{max}" is the highest proposed Offered Annual Concession Fee Amount.

II. Technical Proposal Scoring (S1, S2 and S3)

The scoring of the Technical Proposals will be based on a 100 points scale. The evaluation of the Technical Proposal is divided into the following components and criteria:

Component	Scoring Points	Main criteria
Conceptual Development Plan (S2.3)	0 to 45	<ul style="list-style-type: none"> • Structured nature of the Conceptual Development Plan in compliance with the requirements of Part 1, Section 2.3. • Consistency of the submitted Conceptual Development Plan with the Deliverables under Part 1, Section 1, Section 2.1, Section 2.2, Section 3 and Part 2 of Schedule 4 of the Tender Documents. • Proposal for an investment program, containing types and directions of the proposed investments, separately for airport and commercial activities, for the entire Concession Period, as well as a time schedule for their implementation, in accordance with the draft Concession Agreement, in the amount of not less than 600 million Euro, VAT excluded. • Compliance of the submitted Conceptual Development Plan with the terms and conditions of the draft Concession Agreement and Minimum Technical Requirements under Appendix 18 to the draft Concession Agreement. • Presentation of the assumptions applied in the Conceptual Development Plan. • Expected performance levels in relation to the proposed investment program and investment projects with respect to: <ul style="list-style-type: none"> • Functionality of the proposed investment program and investment projects; • Ensuring Service quality; and • Ensuring Reliability, Availability, Maintainability, Safety, Security, Health and Environment (RAMSSHE). • International allure of the programs, projects and plans. • Strategy and approach to increasing the production and use of renewable energy strategy and approach.
Business Plan (S2.1)	0 to 20	<ul style="list-style-type: none"> • Structured nature of the Business Plan, in compliance with the requirements of Part 1, Section 2.1. • Consistency of the submitted Business Plan with the

Component	Scoring Points	Main criteria
		<p>Deliverables under Part 1, Section 1, Section 2.2, Section 2.3, Section 3, and Part 2 of Schedule 4 of the Tender Documents.</p> <ul style="list-style-type: none"> • Compliance with the terms and conditions of the draft Concession Agreement clearly presented and verified. • Presented statement of the assumptions applied in the Business Plan. • Expected performance of the six programmes defined in the Business Plan. • Description of the organization, measures and activities in the proposed Draft Transition Plan.
Financing Plan (S2.2)	0 to 15	<ul style="list-style-type: none"> • Structured nature of the Financing Plan in compliance with the requirements of Part 1, Section 2.2. • Consistency of the submitted Financing Plan with the Deliverables under Part 1, Section 1, Section 2.1, Section 2.3, Section 3, and Part 2 of schedule 4 of the Tender Documents. • Compliance with the terms and conditions of the draft Concession Agreement. • Presentation of the applied assumptions. • Strategy and approach for guaranteeing the commitment of the financial institutions.

Component	Scoring Points	Main criteria
Overall Strategy (S1)	0 to 15	<ul style="list-style-type: none"> • Structured nature of the Overall Strategy. • Compliance with the requirements defined in Section 1 of Part 1 of schedule 4 of the Tender Documents. • Consistency of the main elements of the Overall Strategy with the Deliverables under Part 1, Section 2, Section 3 and Part 2 clearly presented. • Compliance with the terms and conditions of the draft Concession Agreement.
Forecast Plan (S3.)	0-5	<ul style="list-style-type: none"> • Structured nature of the Forecast Plan, in line with the requirements of Part 1, Section 3; • Consistency of the presented Forecast Plan with the Deliverables under Part 1, Section 1, Section 2.1, Section 2.2., Section 2.3., and Part 2 of Schedule 4 of the Tender Documents; • Statements of assumptions and expected results of the submitted Deliverables in respect of: <ul style="list-style-type: none"> • Traffic Forecast • EBITDA Forecast • Capital Investments Forecast

The maximum total number of points that a specific Offer may receive as evaluation of the Technical Proposal is equal to 100.

For each Deliverable of the Technical Proposal:

1. The Bidder shall be awarded the **maximum number of points** envisaged with respect to evaluation of the Deliverable, for each component and each of the main criteria when the proposal:
 - (a) complies fully with the requirements of Section 1, Section 2 and Section 3 of part 1 of this schedule 4, as well as with the applicable legislation;
 - (b) contains all required measures and elements and provides for the implementation of all activities envisaged with respect to a specific criterion for each component thereof and complies fully with all the guidelines concerning the preparation of the Proposal referred to under Section 1, Section 2 and Section 3 of part 1 of this schedule 4;
 - (c) contains a clear and detailed description of the actions and measures to be taken by the Bidder to meet the objectives set;

- (d) contains a reasoned and justified description of the interrelationships and consistency of the individual actions and measures;
 - (e) there is justification of key aspects in achieving the objectives of the Concession, through the relevant criterion for each component and by the proposed measures, according to the draft Concession Agreement and the applicable legal requirements;
 - (f) there is complete mutual interdependence and consistency between the actions and measures proposed under all the criteria and their components being subject to evaluation.
2. The Bidder shall be awarded 75% (seventy-five percent) of the maximum number of points envisaged with respect to evaluation of the Deliverables, for each component and on each of the main criteria when the proposal:
- (a) complies to a significant extent with the requirements of Section 1, Section 2 and Section 3 of part 1 of this schedule 4 as well as with the applicable legislation;
 - (b) contains all required measures and elements and provides for the implementation of all activities envisaged with respect to a specific criterion or component thereof, and complies to a significant extent with all the guidelines concerning the preparation of the Proposal referred to under Section 1, Section 2 and Section 3 of part 1 of this schedule 4;
 - (c) contains description of the actions and measures to be taken by the Bidder to meet the objectives set;
 - (d) there is mutual interdependence and consistency between the actions and measures proposed under all the criteria and their components being subject to evaluation;
3. The Bidder is awarded 50% (fifty percent) of the maximum number of points envisaged with respect to evaluation of the Deliverable, for each component and on each of the main criteria when the proposal:
- (a) complies partially with the requirements set forth under Section 1, Section 2 and Section 3 of part 1 of this schedule 4 as well as the applicable legislation,
 - (b) contains measures and elements and provides for the implementation of activities envisaged with respect to a specific criterion or component, and complies with the mandatory guidelines concerning the preparation of the Proposal referred to in Section 1, Section 2 and Section 3 of part 1 of this schedule 4;
 - (c) contains description of the actions and measures to be taken by the Bidder to meet the criteria set.

In the above criteria: "**Clear**" - shall be understood as being interlinked by unambiguous logical links; consistently, well structured; "**Detailed**" - shall be understood as comprehensive, exhaustive, circumstantial, in a thorough manner and in detail.

If a Technical Proposal scores at least 1 (one) "0" in relation to the Deliverables set out under S1, S2.1, S2.2, S2.3 and S3 above, the relevant Offer will be rejected and clause 8.4(a) of the Tender Documents shall apply.

One Bidder only

In case there is only one admitted Bidder, the following principles shall be observed:

- (a) The Commission evaluates the Offer for its compliance with each of the evaluation criteria set out in part 3 of this schedule 4 as well as for compliance with all the requirements set out in the Tender Documents.
- (b) In the event that the Commission finds non-compliance with the requirements of the Tender Documents, it shall propose to the Grantor to terminate the Tender Procedure pursuant to Art. 117, par. 1, item 2 of the Concessions Act.

SCHEDULE 5: MINIMUM TECHNICAL REQUIREMENTS

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
A. General	All	<ol style="list-style-type: none"> 1. Subject to Clause 25.3 of the Concession Agreement and the defined Capacity Assessments therein, the Concessionaire is to ensure that there is sufficient capacity in respect of the civil aprons, Passengers terminals, taxiways and runway to accommodate air traffic demand with the Required Level of Service, defined as the Level of Service Optimum as defined by IATA in the Airport Development Reference Manual 10th Edition, or any replacement thereof, at all times and undertake new or expansion Works so as to ensure that the Airport Services are provided in accordance with the requirements and standards as set out in Appendix 6 (Performance Measurement and KPI). 2. Subject to Clause 25.4 of the Concession Agreement, the Concessionaire is to, within three (3) months of receipt of the First and each other Facilities Condition Assessment, prepare and submit to the Grantor for approval an Imminent or Revised Refurbishment Development Plan, as the case may be. Once these plans are approved, the Concessionaire is to finance and complete the Imminent Works within 24 months. 3. At all times, the Concessionaire is to ensure: <ol style="list-style-type: none"> a) That the Airport is open during the relevant Operating Hours, b) The required regular and ad-hoc inspections, routine maintenance and emergency repairs, in line with Good Industry Practice c) The lifecycle maintenance of the Airport and Concession Assets, with maintenance and lifecycle renewals defined by the Concessionaire in the annual Maintenance and Renewal Plan as defined in Clause 18.1 of the Concession Agreement. d) That the Government Users' space and facility requirements are compliant with the State Service Level Agreements. e) Provision of Utilities at the Airport, subject to Clause 6.5 of the Concession Agreement. f) Compliance with the Health, Safety and Security requirements as defined in Clause 10 of the Concession Agreement. g) Compliance with the Standards of Performance for the Airport's Operation and Management as defined in Clause 17.2 of the Concession Agreement. h) Compliance with the General Airport Sector Regulations as defined in Clause 22.1 of the Concession Agreement. i) Provision (or procure the provision) of the Airport Services to the standard of a Reasonable and Prudent Operator as defined in Clause 23.2.1 of the Concession Agreement.

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
		<ul style="list-style-type: none"> j) Provision of the Airport Services to the standard of a Reasonable and Prudent Operator, in accordance with the Performance Measurement and the Service Quality Standards as defined in Clause 23.2.2 of the Concession Agreement. k) That the Design, construction and commissioning of the Works, comprising the Imminent Works and the Future Works, comply as defined in Clause 26.1.2 of the Concession Agreement. <ol style="list-style-type: none"> 4. The Concessionaire is to obtain and maintain all the necessary permits and consents, subject to Clause 17.9 of the Concession Agreement. 5. The Concessionaire will discuss and agree with BULATSA a dedicated project agreement in line with Good Industry Practice for any required relocation of ANS/ATC equipment under BULATSA or other third-party control and responsibility. 6. The Concession Site shall follow the good and tried industry practice of giving an example of sustainable industrial performance. Therefore: <ul style="list-style-type: none"> a) The Concessionaire shall establish an ESMS and related ESMMP as per Clause 8.3 of the Concession Agreement in such a manner, that it integrates in a linked structure the OHS-Management System, the Environmental Management System, the Quality Management System, the Energy Management System, using a sustainability reporting according to Global Reporting Initiative (GRI) G4 sustainability reporting guidelines following the application guidelines of the GRI Airport Operators Sector Supplement. The Concessionaire shall install, execute, monitor and continuously improve these ESMS and related ESMMP within the context of ISO EN 9001, ISO EN 14001 (to EMAS standards), ISO EN 16001 (ISO EN 50001) and ISO EN 18001 and achieve and uphold at all times full audited certification by an accredited certification agency. b) Subject to Clause 8.4 of the Concession Agreement, the Concessionaire shall engage a consultant with relevant experience in conducting environmental and social impact assessments for similar projects in the region, and who has appropriate experience in applying the Applicable Performance Standards, to execute a detailed and full-scale Environmental and Social Impact Assessment for all the Works. c) The Concessionaire shall only procure, lease or rent equipment, materials, parts and vehicles that achieve the energy efficiency classification A or B according to the new system (A+++ or A++ according to the current system). The Concessionaire shall phase out all old equipment by 2035, vehicles and parts and materials that have no such classification (age) or have classifications that are D and below (new system) = A and below (current system).

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
		<p>d) The Concessionaire shall only procure or lease or rent vehicles that can be powered by climate neutrally produced fuels (e.g. Bio-CNG, electricity, H2, etc.). The airport shall ensure that all such vehicles are being fuelled only with climate neutral fuels (compensation buy -in or compensation power production allowed until 2050).</p> <p>e) All technical measures at the Airport need to be targeted to achieve a target of reaching climate neutral operations of all operations of all companies and operators on the airport by 2036 with 15% compensation buy-ins and by 2050 without compensation buy-ins.</p> <p>f) The Concessionaire will ensure that any development will, at a minimum, comply with ACI Carbon Accreditation Scheme, level 3 – ‘Optimisation’, or comparable.</p> <p>g) The Concessionaire will ensure and validate through appropriate scorecards that any new building development that could be eligible for LEED or BREEAM certification should, at a minimum, be certified to either LEED Silver or BREEAM ”Very Good”.</p> <p>h) The Concessionaire shall integrate all the above and install a sustainability management system, have this verified by appropriately certified auditors (LEED or BREEAM) and upkeep the certification for the duration audited by an appropriate certification agency, and assure the continuous improvement and a functioning verified self-learning operational structure</p> <p>7. The development and maintenance and operations of the airfield and all other aviation facilities must be in accordance with the current regulations as published by EASA and any associated Bulgarian Regulations on Aviation Facilities. Wherever EASA and local regulations are silent, ICAO recommendations in annexes and documents are to be used. Wherever ICAO recommendations are silent, FAA Advisory Circulars of the AC 150-Series on Airports & Aerodromes as well as FAA Notices may be used as guidance material, especially but not limited to the design and construction of airfield pavements and storm water drainage & flood protection systems on airports.</p> <p>8. All Design, engineering, construction, testing, maintenance and de-commissioning must assure the implementation of all items fully in accordance with Bulgarian Construction, Design, Environmental and Health and Safety Regulations and Law and use the CEN standards all other standards mandated in Bulgaria, while preserving conformance to the above given list and priority ranking of aviation regulations, recommendations and guidance materials.</p> <p>9. All Works are to be Designed, engineered, constructed,</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
		<p>tested, maintained and de-commissioned with industry standard considerations for Reliability, Availability, Maintainability, Safety, Security, Health and Environment (RAMSSHE) aspects.</p> <p>10. Any new developments will have to take account of Clause 28 (Technology Scouting) of the Concession Agreement.</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
B. Airfield	All airfield pavements and all airfield areas and all landside areas that can in future become airside areas	<p>1. Requirement:</p> <ul style="list-style-type: none"> a) Maintain the pavements in a fully operational state, in line with the requirements in the Agreement and Good Industry Practice. b) Install and maintain throughout the Concession Period a continuous pavement management and monitoring system and utilise such system to develop and keep current and updated at least semi-annually a pavement maintenance and repair forecast and execution plan. c) For each pavement construction, rehabilitation, renewal or replacement effort, execute a full pavement design using an accepted industry methodology (for example the FAA system or “Eisenmann” Finite Elements pavement design methodology or comparable. d) Design and construct all pavement at all times to achieve subgrade classification A in the ICAO CAN/PCN reporting methodology. e) Design and construct all pavements intended for Code C to F aircraft operations in such a manner as to achieve a PCN value of 70 or higher as appropriate for the functional use of the pavement. No value below 70 shall be acceptable. f) For airfield surfaces (including full strip widths or areas that might be later developed as pavements) which are currently used by aircraft, or may be used in the future, no surface element may be used that does not fulfil the EN124 classification of F900, and for airfield surfaces that are or will be used by Ground Service Equipment (including perimeter roads), E600 classification must be adhered to. g) For airfield subsurface element in areas that are currently used or by aircraft, or may be used in the future, adherence to ADV 85 load case BFZ 7500kN is required. This includes any and all full strip widths or areas that might be later developed as pavements. h) For any initial construction, renewal, rehabilitation or reconfiguration of any part of the airfield pavement, provide a full upgrade of all airfield lighting installations by removing current buried cabling and installing accessible cable trunking systems and duct to lamp systems with 25% spare cable pulling capacity as required by ICAO. <p>2. Design Life:</p> <ul style="list-style-type: none"> a) Pavement: 20 years b) Subsurface elements: 60 years or longer

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Immediate requirements	<p>3. Requirement:</p> <p>a) As soon as practically possible, but within six (6) months after Concession Commencement Date, the Concessionaire should commission an expert study and analysis of the condition of reinforcement of the Iskar river bed (including monitoring and control of the dykes), assessment of the drainage system and drainage in the Concession site around the river. Based on the results, conclusions and recommendations of the expert study should establish a system of permanent monitoring of the condition of the Iskar river bank and, if necessary, to take action for the implementation of the respective additional fortification works. The Concessionaire is obliged to carry out monitoring, control and maintenance of the dykes in a condition that guarantees their reliable functioning during the entire Concession period in line with current leading climate models and Good Industry Practice.</p>
	Existing Runway	<p>4. Requirement:</p> <p>a) Maintain the existing Runway in a fully operational state in line with the requirements in the Agreement and Good Industry Practice.</p> <p>b) Develop a methodology to rehabilitate or renew the runway pavements in such a manner that no closure of the Airport during Operating Hours is needed, and to minimize impact on airport activities.</p>
	Potential for new Runway	<p>5. Requirement: Within five (5) years after Concession Commencement Date provide a feasibility study for an additional Runway of at least 2,500m length, in coordination with BULATSA on the NAVAID and Runway capacity, to consider both the likely need for the additional Runway and the feasibility of its construction. The feasibility study should consider forecast traffic (air transport movements and passengers), associated aeronautical and non-aeronautical revenues, capital costs of the runway and any other infrastructure either directly (e.g. airfield) or indirectly (e.g. terminal capacity) associated with it, as well as any incremental operating costs, leading to an assessment of the financial viability of construction. The feasibility study should also consider the feasibility of construction of the new runway (including considering the availability of land), as well as the operational feasibility of operating the airspace approaches safely and within environmental restrictions (e.g. on noise and overflights of built-up areas).</p> <p>If the study shows that the additional Runway could feasibly be constructed at Sofia airport, conforming to all relevant Bulgarian, ICAO, EASA and other international safety and environmental standards, prepare an outline specification to include within the then current Master Plan and keep this option included in any Updated Master Plan.</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Taxiways	<p>6. Requirement: Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement, provide and maintain sufficient capacity for expected demand from aircraft traffic and facilitate the (future) (re-)configuration of the Terminals and aprons stands by providing sufficient numbers of taxiways for operation and circulation throughout the Concession Period. Full use is to be made of the advantages in spacing available through the newest EASA regulations and latest ICAO Annex 14</p> <p>7. Design Life:</p> <ul style="list-style-type: none"> a) Pavement: 20 years b) Subsurface elements: 60 years or longer
	Apron stands	<p>8. Requirement:</p> <ul style="list-style-type: none"> a) Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement, provide and maintain sufficient capacity for expected demand from aircraft traffic and facilitate the (future) (re-)configuration of the Terminals and taxiways, by providing sufficient numbers of aircraft stands for operation and circulation throughout the Concession Period. Full use is to be made of the advantages in spacing available through the newest EASA regulations and latest ICAO Annex 14; b) The provision of the type of aircraft stands is to be determined by the economic viability and level of service being offered by the Airport and the Users. <p>9. Design Life:</p> <ul style="list-style-type: none"> a) Pavement: 20 years b) Subsurface elements: 60 years or longer
	Service roads and areas	<p>10. Requirement: Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement, provide and maintain sufficient capacity for expected demand from aircraft traffic and facilitate the (future) (re-)configuration of the Terminals, apron stands and taxiways, by providing sufficient numbers of service roads and areas to support the full scale of Air Activities.</p> <p>11. Design Life:</p> <ul style="list-style-type: none"> a) Pavement: 20 years b) Subsurface elements: 60 years or longer
	Marking and other visual aids	<p>12. Requirement: Create and maintain appropriate markings on pavements, signs and barriers (airside & landside) to safely delineate between, separate and guide the different Air Activities in line with Good Industry Practice.</p> <p>13. Design Life: 10 years</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Airfield ground lighting system	<p>14. Requirement: In compliance with Clause 3.9.6 of the Concession Agreement, develop, maintain and operate the Airport approach, runway, taxi and other lighting fixed to and within the perimeter of the Concession Site relating to the landing, take-off and movement of aircraft over, around or on the Concession Site.</p> <p>15. Design Life: Fixtures and cabling: 20 years</p>
	Airport AVSEC fence	<p>16. Requirement:</p> <ul style="list-style-type: none"> a) Renew, complete, expand and maintain the AVSEC fence with due regard for current regulations and Laws. b) Ensure implementation of all AVSEC authority requirements on fence construction, and any additional systems (e.g. fence integrity monitoring, security breach monitoring, CCTV fence sector monitoring, or the like as stipulated by the authorities at any time.) <p>17. Design Life: 15 years</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
C. Existing Terminal 1	Buildings	<p>1. Requirement: Within the first two (2) years after Concession Commencement Date:</p> <ul style="list-style-type: none"> a) Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement, provide and maintain sufficient capacity for expected demand from aircraft traffic, commensurate with maintaining IATA Optimum Level of Service. b) Provide necessary upgradeable air terminal technology, as in international airports of similar size within EU markets, for all systems, commensurate with maintaining IATA Optimum Level of Service. c) Provide minimum necessary maintenance and renewals for Mechanical, Electrical & Water systems. <p>2. Design Life: N/A</p>
	Baggage sortation	<p>3. Requirement: Comply with relevant HBS Standards</p> <p>4. Design Life: N/A</p>
	Decommissioning	<p>5. Requirement: Decommission Terminal 1 before 2027.</p> <p>6. Design Life: N/A</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
D. Existing Terminal 2 and any terminal expansions or new to be built terminals (including Terminal 3, as defined below)	All buildings	<p>1. Requirement:</p> <ul style="list-style-type: none"> a) Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and the requirement for the new Terminal 3 below, provide and maintain sufficient capacity for expected demand from passenger traffic and facilitate the (future) (re-)configuration of the Terminals and apron stands, commensurate with maintaining IATA Optimum Level of Service. b) Provide all the necessary and upgradeable technology, as in international airports of similar size within the EU market, for all Mechanical, Electrical & Water, drainage, renewable energy infrastructure, Information and Communications Technology (ITC), passenger/bag reconciliation, FIDS, security and fire protection systems commensurate with IATA Optimum Level of Service and minimising energy and water consumption. c) Provide necessary and upgradeable air terminal technology, Passenger information, and supervisory control and data acquisition (ASCADA) for all systems, as in international airports of similar size within EU markets, commensurate with maintaining IATA Optimum Level of Service. d) Provide modern, architecturally and aesthetically attractive and clean terminals throughout with all necessary facilities, such as comfortable lounges, hygienic and accessible (disabled) toilets, ambient lighting, minimal noise and echo problems, heating and air-conditioning. Intuitive wayfinding and minimal changes in level together with appropriate space provision for commercial offers, airline lounges and general concourse circulation areas must be commensurate with maintaining IATA Optimum Level of Service. <p>2. Design Life:</p> <ul style="list-style-type: none"> a) Foundations and structure, for new-built, expansions and renewals only: 50 years b) Façade and envelope, for new-built, expansions and renewals only: 30 years c) Installations (heating, air-conditioning, boilers, water mains and connections, electricity, cabling, lighting fixtures, drainage, renewable energy infrastructure etc.), all: 15 years d) ITC, passenger/bag reconciliation, FIDS, security and fire systems, all: 5-10 years
	New Terminal 3	<p>3. Requirement: A new Terminal 3 and pier should be developed, with its own landside access within walking distance (up to 800m) of the airport metro station, and</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
		linked to T2 both airside and landside. The new terminal is to be opened within 10 years of the Concession Commencement Date.
	Piers and gates	<p>4. Requirement: Subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and the requirement for the new Terminal 3, provide and maintain sufficient capacity for expected demand from aircraft traffic and facilitate the configuration or re-configuration of the Terminals and apron stands.</p> <p>5. Design Life: For expansions or renewals only: 25 years</p>
	Check-in	<p>6. Requirement:</p> <ul style="list-style-type: none"> a) Within the first two (2) years after Concession Commencement Date, upgrade to common user technology to increase current capacity. b) Provide additional check-in and common user technology capacity as needed in compliance with Clause 25.3 (Capacity Assessment) of the Concession Agreement. c) Any Works shall be designed to take account of then current leading tested technologies and taking account of Clause 28 (Technology Scouting) of the Concession Agreement. <p>7. Design Life: N/A</p>
	Baggage sortation	<p>8. Requirement:</p> <ul style="list-style-type: none"> a) Provide additional sortation facilities as needed in compliance with Clause 25.3 (Capacity Assessment) of the Concession Agreement. b) Any Works shall be designed to take account of then current leading tested technologies and taking account of Clause 28 (Technology Scouting) of the Concession Agreement. <p>9. Design Life:</p> <ul style="list-style-type: none"> a) Sortation equipment: 20 years b) EDS machine (Standard 3): 10 years
	Passenger screening and Emigration	<p>10. Requirement:</p> <ul style="list-style-type: none"> a) Provide additional passenger screening and emigration facilities as needed, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement. b) Any Works shall be designed to take account of then current leading tested technologies and taking account of Clause 28 (Technology Scouting) of the Concession Agreement. <p>11. Design Life: 10 years for screening machine and booths</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Immigration	<p>12. Requirement:</p> <p>a) Provide additional immigration facilities as needed, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement.</p> <p>b) Any Works shall be designed to take account of then current leading tested technologies and taking account of Clause 28 (Technology Scouting) of the Concession Agreement.</p> <p>13. Design Life: 10 years for booths</p>
	Airside departures	<p>14. Requirement: Expand airside departures concourse, and make provision for retail outlets, toilets, lounges, new gates and FIDS commensurate with capacity required, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and the requirement for the new Terminal 3.</p> <p>15. Design Life: 25 years</p>
	Airbridges	<p>16. Requirement:</p> <p>a) Within four (4) years after Concession Commencement Date and thereafter, provide airbridge access to all contact stands deemed to require a Level of Service commensurate with the requirements of the Users and the requirements prescribed under ‘Apron stands’.</p> <p>17. Design Life: 25 years</p>
	Baggage Re-claim	<p>18. Requirement:</p> <p>a) Provide additional and longer re-claim belts as needed, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement.</p> <p>b) Belt separation is to be between 11 and 13 metres as recommended by IATA ADREM 10 and in line with good airport design, provision of parking stacks for trolleys, fire safety, spacing of structural elements/ and other facilities and providing clear entrance and exit ways, evacuation routes and fire safety, in compliance with modern architectural standards and local building codes.</p> <p>19. Design Life: 20 years</p>
	Arrival concourse	<p>20. Requirement: Re-configure as needed in compliance with Clause 25.3 (Capacity Assessment) of the Concession Agreement and the requirement for the new Terminal 3.</p> <p>21. Design Life: 25 years</p>
	People with Reduced Mobility (PRM) passenger access	<p>22. Requirement: Ensure that access to all terminals and all passenger processing areas, lounges and retail and food & beverage and toilet facilities can be accessed and used by PRM passenger in compliance with EU Regulation 1107/2006, ECAC Doc 3 Section 5, ICAO Annex 9 and ACI Handbook ‘Airports and Persons with Disabilities’.</p> <p>23. Design Life: N/A</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Support accommodation	<p>24. Requirement:</p> <ul style="list-style-type: none"> a) Provide necessary support accommodation for all terminal users (e.g. staff, facility managers, administrators, Government Users and Passengers, etc.) including toilets, offices, stores, waste rooms, staff facilities, prayer rooms, etc., subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement. b) Provide ICAO Annex 17 and ICAO Airport Services Manual compliant emergency operations centre, mobile command post and individual press and impacted persons segregation ability (3 locations – not adjacent). <p>25. Design Life: N/A</p>
	International flights	<p>26. Requirement:</p> <ul style="list-style-type: none"> a) For any new terminal developments: Provide departure and arrival segregation in accordance with current IATA recommendations and subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement. c) Take account of the fact that the proportion of international flights will depend on Bulgarian adherence to the Schengen Agreement. <p>27. Design Life: N/A</p>
	Terminal transfers	<p>28. Requirement:</p> <ul style="list-style-type: none"> a) Within six (6) months after Concession Commencement Date, provide frequent shuttle bus service between Terminal 2 and Terminal 1, so that the Sofia metro is accessible to Terminal 1 Passengers. b) Provide airside transfer, screening and immigration clearance between all terminals. <p>29. Design Life: N/A</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
E. Landside Access	Access road and landside road network	<p>1. Requirement:</p> <ul style="list-style-type: none"> a) Expand and maintain the existing Concession Site located access roads access points and junctions, accounting for the access road between the city of Sofia and Terminal 2, and Airport landside road network to provide access to terminal forecourts for car, taxi, mini bus, and coach offloading and loading, terminal service entry, access to ATC base and VCR, MSCP/grade car parks, office and hotel entry, and to cargo facilities and office buildings, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits. b) Maintain the pavements in a fully operational state, with any phasing of traffic measures during Works accounting for capacity requirements during Operating Hours and particularly the peak hours. c) Install and maintain a continuous pavement management and monitoring system and utilise such system to develop and keep current and updated, at least semi-annually, a pavement maintenance and repair forecast and execution plan. d) For each pavement construction, rehabilitation, renewal or replacement effort execute a full pavement design using an accepted industry methodology according to the regulations of Bulgaria and the EU. e) No surface element shall be used, that does not fulfil the EN124 classification of D400. Heavy vehicle traffic must be assumed to be needed on all areas in regular or unusual circumstances. <p>2. Design Life:</p> <ul style="list-style-type: none"> a) Pavement: 20 years b) Subsurface elements: 60 years or longer

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Terminal forecourts and metro station access	<p>3. Requirement:</p> <ul style="list-style-type: none"> a) Within the first two (2) years after the Concession Commencement Date, upgrade and refurbish the current terminal forecourts to account for the new access road being constructed between the city of Sofia and Terminal 2 and provide required capacity in compliance with Clause 25.3 (Capacity Assessment) of the Concession Agreement. b) Provide landscaping, rain cover, car and car rental, taxi, mini-bus and coach access and set down parking, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits. <p>4. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years
	Car parking facilities	<p>5. Requirement: Provide and maintain sufficient car parking facilities (including Airport, Government, BULATSA and other third parties' staff car parking, rental car parking, taxi parking, as well as public commercial parking for Passengers and drop-off and collection) for a modern airport that minimise capacity constraints and congestion, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits. Minimum requirement is 300 cars/1.0m Passengers per annum.</p> <p>6. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years
	Taxi stands	<p>7. Requirement: Provide and maintain sufficient taxi stands and related facilities for a modern airport that minimise capacity constraints and congestion, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits.</p> <p>8. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years
	Car rental facilities	<p>9. Requirement: Provide and maintain sufficient car rental facilities for a modern airport that minimise capacity constraints and congestion in compliance with Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits.</p> <p>10. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Bus stands – public transport and coaches	<p>11. Requirement: Provide and maintain sufficient bus stands and related facilities for a modern airport that minimise capacity constraints and congestion, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement and future surface transit modal splits.</p> <p>12. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years
F. Support Buildings and Facilities	Cargo terminal and freight forwarders complex	<p>1. Requirement: Create and maintain a robust, reliable and modern and safe cargo terminal and freight forwarders' complex, including:</p> <ul style="list-style-type: none"> a) a full AVSEC security checking to ECAC/EASA EDS Standard 3 and flight preparation in Cargo building; b) Veterinary and Quarantine station; c) Dangerous Goods Handling & Radioactive Goods Handling; d) Cold storage for food products; e) Cold storage for medical products; f) High value goods/bullion secure storage; g) Interim storage of goods for flight make-up and breakdown; h) Full zone segregation of customs and security checked in/out cargo and segregated enclosed storage areas; i) Dedicated, secure customs inspection zone and office; j) Full heavy truck (40t) access, including an oversized delivery airside-landside gate installation for direct large size deliveries (e.g. tram cars, railroad engines, turbines, large machinery etc.); k) Full manoeuvring yards and interim storage yards for truck docking at the Forwarders Building and delivery to/from the Cargo Building; l) State-of-the-art and environmentally friendly water and sewage discharge facilities; m) Necessary support accommodation including toilets, offices, stores, waste rooms, staff facilities, prayer rooms, etc. <p>2. Design Life:</p> <ul style="list-style-type: none"> a) Subsurface elements, foundations and structures: 60 years or longer b) Pavement: 20 years c) Building: 50 years

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	AVSEC equipment and checkpoints	<p>3. Requirement: For all security screening check points at the airport:</p> <ul style="list-style-type: none"> a) Include at least 2 different types of screening equipment according to EC-D 2015/1998 and hand search capability. b) Maintain and upgrade all equipment at all times to always conform to the current EU regulations. <p>4. Design Life: 20 years or more</p>
	Fuel farm(s) and pipelines	<p>5. Requirement:</p> <ul style="list-style-type: none"> a) Repair or renew and maintain all airside vehicle fuel stations, fuel tanks and fuel containment, including all pipelines, fire-fighting systems, and deconstruct unused underground tanks and replace the airside vehicle fuel stations, taking account of the (future) (re-)configuration of the Terminals, taxiways and apron stands. b) Thereafter, provide and maintain sufficient fuel farming capacity and related facilities as in international airports of similar size within EU markets, that minimise capacity constraints and congestion, subject to Clause 25.3 (Capacity Assessment) of the Concession Agreement. c) Storage capacity must take account implications from the Master Plan, and existing and future licensed fuel supplier contract, and Ground Handling contracts <p>6. Design Life: 25 years</p>
	Engineering & Maintenance Campus	<p>7. Requirement: Provide and maintain facilities, plants and equipment and their on-airport networks in such a manner that the normal day-to-day operations and maintenance, as well as the operational needs for adaptation, and the need for periodic upgrade or changes can be executed with minimum risk to the operational stability of the airport function, and limited cost and construction impacts.</p> <p>8. Design Life: 50 years</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Aerodrome Rescue & Fire Fighting (ARFF) facilities	<p>9. Requirement:</p> <ul style="list-style-type: none"> a) Provide a state-of-the-art ARFF Services Life Fire Training Facility, fully equipped for life fire exercises of aircraft fire suppression and aircraft evacuation rescue (including contaminated wastewater collection). The purpose is to provide an aviation exercise training and education station for Fire & Rescue Services (FRS) personnel attached to the airport that enables the airport FRS personnel to have regular and “close to reality” exercises at close frequency time intervals b) Continuously provide and maintain modern ARFF Services Facilities and access as per requirements for an ICAO Category 9 airport. c) Expand, upgrade and maintain the FRS station and the FRS vehicle park including, for clear reference, foam storage capacity in accordance with ICAO Airport Services Manual at the appropriate category, commensurate with capacity as defined under Clause 25.3 and Appendix 7 of the Concession Agreement and including levels of redundancy for necessary maintenance and replacement to provide capacity during peak hours. <p>10. Design Life: 25 years</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
G. Utilities	Utility Tunnel System	<p>1. Requirement:</p> <ul style="list-style-type: none"> a) Create, expand and maintain a utility tunnel system that provides all utilities to all buildings and facilities with physically segregated redundancy, and of sufficient size to be accessed by walking and within OHS stipulations for regular facility control and maintenance walk-through. b) Secure this system against unlawful and unauthorized entry. c) Provide physical separation barriers at each passing of the AVSEC fence / security line underground or in buildings. <p>2. Design Life: Ducts and connections: 60 years or more</p>
	Energy supply and transmission	<p>3. Requirement: Create and maintain a future-proof, robust and durable energy supply and transmission system on the Concession Site, including renewal of the electrical backbone and switchgear and expansion of the energy centre.</p> <p>4. Design Life: Ducts and connections: 60 years or more</p>
	Gas supply	<p>5. Requirement: Create and maintain a future-proof, fully certified, robust and durable gas supply system on the Concession Site</p> <p>6. Design Life: Ducts and connections: 60 years or more</p>
	Water supply	<p>7. Requirement:</p> <ul style="list-style-type: none"> a) Create and maintain a future-proof, robust and durable potable, firefighting and irrigation water supply system on the Concession Site. b) Develop multiple environmentally safe and robust supply fire-fighting water supply lines at fuel farms and ensure that these are not to fully dependent on wells that could dry out. <p>8. Design Life: Ducts and connections: 60 years or more</p>
	Drainage	<p>9. Requirement: Provide and maintain adequate and robust drainage and discharge capacity up to 1:1,000 year storm and flood events, in line with current leading climate models and Good Industry Practice and prevent spill and contamination outflow into the soil and ground and surface waters.</p> <p>10. Design Life: 25 years</p>
	Aircraft Sewage Dumping Station	<p>11. Requirement: Relocate the existing Aircraft Sewage Dumping Station and upgrade it to a future-proof, robust and durable Aircraft Sewage Dumping Station on the Concession Site in line with Good Industry Practice.</p> <p>12. Design Life: Structure and ducts: 60 years or more</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Sewage and waste water discharge	<p>13. Requirement: Create and maintain a future-proof, robust and durable sewage and waste water discharge on the Concession Site.</p> <p>14. Design Life: Ducts: 60 years or more</p>
	Telecommunications and control network	<p><i>Requirement:</i> Create and maintain a future-proof, robust and durable telecommunications and control network and data exchange infrastructure on the Concession Site, which at a minimum includes but is not limited to:</p> <ul style="list-style-type: none"> a) Provide an Airport wide interlink for all Airport users and stakeholders. b) Expand and modernise automated control and monitoring capabilities (e.g. full system control and monitoring, Man-Machine-Interface, SCADA, PLC, I/O systems and sensors, CCTV, network connections, radio and communications systems, etc.) of the entire Airport and provide a single state-of-the-art control centre. c) Improve AVSEC and access control to the control room by providing a double layered security and relocating access from landside to airside. d) Critical systems to have 100% reliability through triple redundancy and power supply protection and non-critical systems to have 99.8% reliability, with redundancy. <p>15. Design Life:</p> <ul style="list-style-type: none"> a) Ducts: 60 years or more b) Cabling and connections: 25 years
H. Environment	Noise reduction	<p>1. Requirement: Provide and maintain noise protections measures for neighbouring developments in the 60dB noise contour – determined by using relevant noise modelling software – to protect these neighbouring developments from close-proximity aircraft operation noise in line with local regulations and stipulations in Clause 8 (Environment).</p> <p>2. Design Life: N/A</p>

CATEGORY	ASSET	MINIMUM TECHNICAL REQUIREMENTS
	Contamination	<p>3. Requirement: Subject to Clause 8 (Environment), of the Concession Agreement:</p> <ul style="list-style-type: none"> a) Detailed Concession Site assessment to be conducted by an consultant with relevant experience in similar projects in the region, nominated by the Concessionaire and approved by the Grantor; and consequently b) Remediate Existing Contamination established under the aforesaid environmental audit. c) Prevent and remediate any contamination of soil, ground water and surface water and through any waste disposal, run-off or discharges by all means necessary. d) Phase out the use of Urea. <p>4. Design Life: N/A</p>
I. Safety Management	Aviation Safety	<p>1. Requirement: Develop and maintain a Safety Management System that meets the highest requirements and practices applicable at airports.</p> <p>2. Design Life: N/A</p>
		<p>3. Requirement: Develop and maintain a Wildlife Danger Plan that is consistent with recommended ICAO practices and the International Bird Strike Committee (Recommended Practices).</p> <p>4. Design Life: N/A</p>