

NOTICE OF INVITATION TO TENDER

The Republic of Slovenia, Ministry of Transport (hereinafter referred to as the "landlord", under Article 21 of the Act on physical assets of the state, regions and municipalities (Official Gazette of the RS, No. 14/07) and in conjunction with Article 22 of the Decree on physical assets of the state, regions and municipalities (Official Gazette of the RS, Nos. 84/07 , 94/07, 100/09 and 49/10) publishes

A PUBLIC INVITATION TO TENDER FOR THE LEASE OF AIRPORT INFRASTRUCTURE OF MARIBOR EDVARD RUSJAN AIRPORT AND FOR TAKING OVER THE OPERATION OF MARIBOR EDVARD RUSJAN AIRPORT

1. Address of the organiser of the invitation to tender and the address of the operator, if the invitation to tender is not organized by the operator:

The Republic of Slovenia, Ministry of Transport, Langusova ulica 4, SI-1535 Ljubljana.

2. Description of the subject-matter:

The subject of the contract is the lease of airport infrastructure at Maribor Edvard Rusjan Airport and the determination of the rights and obligations of the tenant regarding the operation of the airport. The subject of the lease are physical assets, defined and specified by scope in the following annexes:

- List of land at Maribor Edvard Rusjan Airport, owned by the Republic of Slovenia;
- List of land at Maribor Edvard Rusjan Airport, owned by the Hoče – Slivnica municipality;
- List of facilities and external arrangements owned by the Republic of Slovenia;
- List of non-depreciated and depreciated installations and networks and of movable and other assets, owned by the Republic of Slovenia.

The subject of the contract are exclusively and only movable and immovable properties, specified in annexes in this point, notwithstanding the fact that in the complex of Maribor Edvard Rusjan Airport (hereinafter referred to as "Maribor Airport") and within the fence of Maribor Airport there are also other movable and immovable properties. Over the duration of this contract, the parties may agree to change the scope and category of movable and immovable properties that are the subject of this contract (including expansions and modifications of the airport infrastructure in line with the development and changes in regulations, for example the runway, taxiway, platform and strip extension, extension of the safety area, new terminals etc.).

Contract and annexes, specifying the subject of the lease, are published on the web site of the Ministry of Transport (www.mzp.gov.si) in the sample contract. A sketch, in which the location and ownership of the land are shown, has been published there as well.

3. Type of legal transaction that is the subject of this public invitation to tender:

The lease contract shall be concluded for the period of 30 years with the tenderer who has submitted the economically most advantageous tender. Under this lease contract the most advantageous tenderer shall take over the operation of Maribor Airport as well, under conditions that apply for precise instrumental precision landing of Cat. I at least and Cat. VII fire/rescue service or Cat. VII fire/rescue service with an announcement of the foreseen aircraft landing (but not earlier than 24 hours before the landing).

4. Tender guarantee:

Tenderers must provide a tender guarantee of EUR 70,000 when submitting their tender. The tender guarantee shall be valid at least one day after the tender validity period expires. The guarantee shall be in accordance with the sample in the tender dossier.

A detailed description of other guarantees is available in the tender documents.

5. Conditions under which the interested parties may gain additional information:

Instructions to tenderers and a detailed description of conditions that have to be fulfilled by the tenant are clearly defined in the tender dossier, which is available to all potential tenants on the website of the Ministry of Transport www.mzp.gov.si. The documents may be obtained free of charge.

All potential tenants are obliged to inspect the immovable properties, which are to be leased. The landlord shall organize a site visit for all tenderers on 29 July 2010 at 10h00 at the location of Maribor Airport. For any potential tenants, who have objective reasons for not participating in the visit on that day, the landlord shall organise an additional visit at a later date.

6. Terms and conditions for the submission of tenders by concerned tenderers or elements that shall be included in the tender, as well as an indication, whether or not additional negotiations will take place after the tenders are received from tenderers:

Shown in the tender dossier. The landlord reserves the right to carry out further negotiations with potential tenants after receiving their tenders. The landlord also reserves the right not to conclude the lease contract with any of the tenderers.

7. Any restrictions set by the operator with regard to the lease procedure:

Restrictions on the property, which affect the situation of the tenant as well:

1. The real estates on land parcels Nos. 190/1, 179/1, 185/1, all in the Orehova vas cadastral area, are subject to servitude of construction of a radio base station for mobile communication in favour of Mobitel d.d.
2. In the immediate area of the airport (inside the fence) there is also land that is owned either by third persons or by the Republic of Slovenia, but will not be the subject of the lease in this contract; this land shall be used or disposed of by the owners independently from the awarding of the long-term lease under this contract; the tenant shall be explicitly informed of the mentioned matter with the contract and shall be obliged to permit such use of land by third persons.
3. Letalski center Maribor (hereinafter referred to as Maribor Aviation Centre) has the right to use the grass runway for its activities, free of charge, as well as the concrete runway in case of carrying out any non-commercial sports activities; according to this, a part of the strip shall be given into joint use to the tenant and Maribor Aviation Centre; the tenant shall conclude an operative agreement with Maribor Aviation Centre.
4. On some real estates there are buildings of air navigation services; these objects shall remain under the ownership or management of the SLOVENIA CONTROL, Slovenian Air Navigation Services, Limited or of the Environmental Agency of the Republic of Slovenia, and the selected tenant is obliged to allow access to and to maintain the land on which the buildings are located.
5. Access to the airport and parking area for visitors is arranged through the property at land parcel No. 197, the Orehova vas cadastral area, owned by the Aerodrom Maribor d.d. Company. In order to ensure access to the airport and visitor parking at least in the initial phase of the airport infrastructure lease, it has been arranged by the Aerodrom Maribor d.o.o. Company or by its owner the Prevent Gloval d.d. Company, that the Aerodrom Maribor d.o.o. and the selected tenant shall conclude an Agreement on the lease of access and parking areas on the premises of Maribor Edvard Rusjan Airport, namely until the relation between the Republic of Slovenia and the Aerodrom Maribor d.o.o. Company has been settled, but not for

longer than one year. So far the period of one year cannot be extended, because the owner of the Aerodrom Maribor d.o.o. Company has not agreed to it. During this time the Aerodrom Maribor d.o.o. Company shall receive rent payments from the tenant, which are set under same conditions as rent for the land of the Republic of Slovenia and the Hoče – Sivrna municipality, where the estimated value of the land that shall be taken into account is EUR 338,408.00 (45.00 EUR/m²). After that the selected tenant is obliged to conclude an agreement between the Republic of Slovenia and the Aerodrom Maribor d.o.o. Company regarding the use of the property at land parcel No. 194, the Orehova vas cadastral area, but no later than 2 months before an expiry of the agreement. If the agreement on the access to the airport between the tenant and the Aerodrom Maribor, d.o.o. Company is not reached within 1 month from the beginning of negotiations under the preceding paragraph, the tenant and the Republic of Slovenia shall approach the tabe with a view to finding other alternative access to the airport (this also includes the renewed temporary solution). In case the agreement on the arrangement of an alternative means of access to the airport between the Republic of Slovenia and the tenant is not reached or if an alternative means of access to the airport is not offered to the tenant by the Republic of Slovenia until 31.12.2010, the contract can be cancelled without negative consequences for any of the contracting parties, except that in such an event the tenant is obliged to pay the rent fee of EUR 39,749.97 during this period for each completed month (one twelfth of EUR 476,999.65, which is the annual amount of depreciation of facilities, installations and movable equipment).

Other limitations are shown in the contract, which is an integral part of the tender dossier.

8. Type and due date of rent payment:

The rent is divided into rent for the land and rent for facilities, installations and movable equipment of the airport infrastructure, owned by the Republic of Slovenia. The tenant shall pay rent to the Hoče – Sivrna municipality as well. The tenant shall also pay rent to Aerodrom Maribor d.o.o., under the Agreement on the lease of access and parking areas on the premisses of Maribor Edvard Rusjan Airport.

The initial or the starting rent shall be calculated as specified hereafter.

A) Initial rent for the land:

The rent is charged on an annual basis. The rent for the land that is leased to the tenant under a lease contract is charged at the rate of the capital gain, which was offered in the tender of the tenant who was selected as the most advantageous one. When determining the amount of the capital gain, it needs to be considered, that this shall amount to 13% at least. When calculating the rent amount, the estimated value of land in the current year shall be taken into account.

B) Initial rent for facilities, installations and movable equipment of the airport infrastructure:

The rent is charged on an annual basis, considering the book value and the annual depreciation of facilities, installations and movable equipment of the airport infrastructure. The rent is charged at the annual depreciation rate, increased for the capital gain on the book value, which was offered in the tender of the tenant who was selected as the most advantageous one. When determining the amount of the capital gain, it needs to be considered, that this shall amount to 13% at least. When calculating the rent amount for the current year, the amount of annual depreciation of facilities, installations and movable equipment of the airport infrastructure in the previous year and the book value of the current year shall be taken into consideration.

The rent shall be reconciliated on an annual basis according to the estimated value of the land and to the book value, as well as to the depreciation of facilities, installations and movable equipment of the airport infrastructure. The rent shall be paid for the current year (Y) and in two instalments, so that the first instalment in the amount of 50% of the rent is due on the first day of the 9. month in the

current lease year (Y) and the second instalment in the amount of 50 % of the rent is due on the first day of the third month in the next lease year (Y+1).

9. Deadline for submission of tenders:

Tenders must be submitted in writing in the prescribed form, as defined in the tender documentation.

Tenders may be submitted by a registered letter or in person at the registry to the following address: Ministrstvo za promet, Langusova ulica 4, 1000 Ljubljana.

Only those tenders will be considered, that will arrive (regardless of any postal rules) at the above specified address until inclusive on 7 September 2010 at 15h00.

Tenders will be opened in public on 10 September 2010 at 9h00 at the following address: Ministrstvo za promet, Langusova ulica 4, 1000 Ljubljana, in room 601.

Representatives of tenderers – of legal entities, who will attend the public opening of tenders, must submit a written authorization regarding participation in the public opening of tenders to the commission, before the opening of tenders begins.

Tenants – individuals, who will attend the public opening of tenders, must present a photo ID issued by a state authority to the commission, before the opening of tenders begins.

10. Tender validity:

Tenders must remain valid at least for a period of 90 days after the deadline for the submission of tenders.

11. Contact persons:

Ministrstvo za promet, Langusova ulica 4, SI - 1535 Ljubljana, Mr. Jožef Slana, e-mail: jozef.slana@gov.si and Mrs. Mariji Šeme Irman, e-mail: marija.seme@gov.si .

12. Any other conditions:

Conditions, that have to be fulfilled by each tenant

1. The tenant may be a legal or natural person. A tenant must be properly registered for the performance of activities under the standard classification of activities.

NOTICE:

1. The tenant of the airport shall also be the manager or operator of the airport. As the operation of an airport requires a special operating licence, the tenderers must be aware, that in accordance with regulations of the Republic of Slovenia (Aviation Act) such an operating licence may be acquired only by a legal entity established in the Republic of Slovenia, therefore foreign tenders need to register in the Republic of Slovenia to submit their offer with a partner who is registered under the laws of the Republic of Slovenia. The same follows from Regulation (EC) No. 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency and repealing Council Directive 91/670/EEC, Regulation (EC) No. 1592/2002 and Directive 2004/36/ES (OJ L No. 79 of 19.

3. 2008, p. 1) as last amended by Regulation (EC) No. 1108/2009 of the European Parliament and of the Council of 21 October 2009 amending Regulation (EC) No. 216/2008 in the field of aerodromes, air traffic management and air navigation services and repealing Directive 2006/23/EC (OJ L No. 309 of 24.11.2009, p. 51), because otherwise it is not possible to establish and implement the regulatory control.

2. The operation and management of Maribor Edvard Rusjan Airport must, regardless of ownership and contractual relationships, be provided under regulations in force or applicable in the Republic of Slovenia.

2. In the last five years of the publication of this notice the tenant has not been convicted of an offence associated with his business or of an offence in the sense of criminal association, accepting a bribe in elections (in the case of natural persons), prohibited acceptance of gifts, prohibited giving of gifts, accepting a bribe (in the case of natural persons), giving a bribe, acceptance of gifts for illegal intermediation and giving of gifts for illegal intermediation; fraud, commercial fraud, deception in obtaining a loan or advantages and concealment of financial commitments and fraud affecting the European Communities' financial interests; money laundering; or if the tenant was not issued a final court decision, which prohibits him from carrying out any activity, that is the subject of this contract.
3. The tenant is not involved in a criminal procedure on suspicion of committing an offence of bribing or on suspicion of committing an offence regarding his business.
4. If the tenant is a legal entity, the partners and legitimate representatives of the legal entity may not:
 - be convicted of an offence associated with his business or of an offence in the sense of criminal association, accepting a bribe in elections (in the case of natural persons), prohibited acceptance of gifts, prohibited giving of gifts, accepting a bribe (in the case of natural persons), giving a bribe, acceptance of gifts for illegal intermediation and giving of gifts for illegal intermediation; fraud, commercial fraud, deception in obtaining a loan or advantages and concealment of financial commitments and fraud affecting the European Communities' financial interests; money laundering – during the last five years of the publication of this notice; or if the tenant was not issued a final court decision, which prohibits him from carrying out any activity, that is the subject of this contract;
 - involved in a criminal procedure on suspicion of committing an offence of bribing or on suspicion of committing an offence regarding his business.
5. The tenant is not subject to a compulsory settlement, bankruptcy or liquidation procedures or any other procedures, performed with the purpose or effect of the termination of the tenant's business activities, in accordance with the regulations of the country in which it is established (applies only to legal persons and sole proprietors).
6. The tenant has paid all taxes, fees and other mandatory charges in accordance with the regulations of the country in which it is established. If the tenant's business is established abroad, then the tenant also has to pay the duties that would need to be settled in the Republic of Slovenia.
7. The tenant shall prepare a management program and a development plan of

Maribor Airport, where it will be shown, how he intends to use the leased airport infrastructure and how he plans to operate Maribor Airport.

8. The tenant shall prove, that he has the financial and operational capacity, and in the case of a company this means having a credit rating on the day of issuance of the form S.BON-1/P of SB1 to SB5, and on the day before the drawing of information (S.BON-1/P), or of any other comparable document, issued by a competent authority of the country in which the tenant has established his company; he shall also prove that the company had no unsettled outstanding obligations in the past 6 months. Otherwise the tender will be excluded.
9. The tenant shall present an original unconditional bank statement, showing that the bank would grant him a credit in the amount of a total annual rent offered in the tender, and herewith provide the financing of the first-year lease of the airport infrastructure of Maribor Airport.
10. The tenant shall present an original unconditional bank statement, confirming that he will be issued a bank guarantee at first request for a proper and timely implementation of contractual obligations, in the amount of EUR 500,000 and valid for at least 1 year and 2 months, and that after the expiry of the submitted bank guarantee, a new guarantee with the same content shall be issued.

Criteria for selecting the economically most advantageous tenderer

The landlord shall award the lease of the object property to the tenderer with an economically most advantageous tender on the basis of the following criteria:

1.	Amount of the rent:	50 points
	<p>Under this criterion the landlord shall take into account the percentage (%) of the capital gain, offered by the tenant in terms of the contract for the entire lease period. The tenant who will offer the highest percentage (%) of the capital gain, will receive the highest number of points, and other tenants comparably less based on the following formula:</p> $\text{number of points received} = \frac{\text{percentage of the capital gain}_{\text{under assessment}}}{\text{percentage of the capital gain}_{\text{max}}} * 50$ <p>percentage of the capital gain_{under assessment} = the percentage of the capital gain from the tender, being evaluated in the specific case percentage of the capital gain_{max} = the highest percentage of the capital gain being offered (compared to all offers)</p> <p>When determining the amount of the capital gain, the tenderers need to consider, that this shall amount to 13% at least.</p>	
2.	The management and development program of Maribor Airport	30 points
	When submitting the tender, the tenant shall also present a management and development program of Maribor Airport for the entire lease period together with an investment plan and a schedule, defining the activities the tenant plans to perform in the complex of Maribor Airport, measures, by which he intends to ensure the minimum volume of air traffic, estimated number of	

	<p>passengers or cargo, estimated number of employees, as well as defining investments and other procedures, planned to be performed during the entire period of the lease.</p> <p>Management program shall include at least the following elements:</p> <ul style="list-style-type: none"> - a description of an activity, planned to be performed by the tenant; - a description of the approximate use of certain facilities to be leased; - a timetable and financial plan of investments (investment plan), intended to be carried out in order to start or retain the performance of activities; - estimated number of employees together with an employment schedule; - estimated number of passengers or cargo; - actions to provide for the planned scope of turnover and employment including explanation; - proposals of actions and investments which burden the Republic of Slovenia. <p>The management and development program of Maribor Airport will be evaluated by a three-member committee, consisting of the representatives of the Ministry of Transport. In assessing the adequacy of the management and development program of Maribor Airport, the expert committee will consider the scope of activities that the tenant plans to provide, of measures he intends to accept and of own funds and equipment that the tenant plans to ensure.</p> <p>Based on the evaluation of the committee, 30 points shall be awarded to the tender with the most suitable program; each subsequent tender that was ordered, in descending order, from the most to the least suitable one by the committee shall receive 5 points less.</p> <p>The committee is obliged to explain its assessment.</p>	
3.	Number of employments	10 points
	<p>Under this criterion the landlord shall assess the number of new jobs, created when performing activities in the leased facilities. The landlord will take into account all those employments, which will be created by the tenant within the first 5 years after the airport starts to operate. The tenant shall define the number of employments that he intends to ensure in each year.</p> <p>If the tenant fails to comply with this obligation, the landlord has the right to call on a bank guarantee for the insurance of a proper performance of contractual obligations and to withdraw from the contract.</p> <p>The tenant who will assure the highest number of employments, meeting the criteria under this point, will receive the highest number of points, and other tenants comparably less based on the following formula:</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> $\text{number of points received} = \frac{\text{no. of employees}_{\text{under assessment}}}{\text{no. employees}_{\text{max}}} * 10$ </div> <p>no. of employees_{under assessment} = the number of employees under the contract, being evaluated in the specific case no. employees_{max} = the number of employees in the tender that offered the highest number of employments (compared to all tenders)</p>	

4.	Increasing the volume of air traffic	10 points																												
Under this criterion the landlord shall evaluate the increase of the traffic volume at Maribor Airport. Each tenant needs to ensure at least the following volume:																														
	<table border="1"> <thead> <tr> <th>Year</th> <th>Passengers</th> <th>Cargo (t)</th> <th>Movements of aircrafts</th> </tr> </thead> <tbody> <tr> <td>2012</td> <td>45,000</td> <td>200</td> <td>3,000</td> </tr> <tr> <td>2015</td> <td>52,000</td> <td>350</td> <td>6,400</td> </tr> <tr> <td>2020</td> <td>110,000</td> <td>500</td> <td>7,800</td> </tr> <tr> <td>2025</td> <td>150,000</td> <td>800</td> <td>8,500</td> </tr> <tr> <td>2030</td> <td>250,000</td> <td>1,300</td> <td>10,000</td> </tr> <tr> <td>2035</td> <td>250,000</td> <td>1,300</td> <td>10,000</td> </tr> </tbody> </table>	Year	Passengers	Cargo (t)	Movements of aircrafts	2012	45,000	200	3,000	2015	52,000	350	6,400	2020	110,000	500	7,800	2025	150,000	800	8,500	2030	250,000	1,300	10,000	2035	250,000	1,300	10,000	
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<p>The tenant who will commit to ensure a higher traffic volume than required, will receive extra points:</p> <ul style="list-style-type: none"> - 10 or more % over the number of passengers requested under point 2, - 20 or more % over the number of passengers requested under point 4, - 10 or more % over the number of tonnes of cargo requested under point 1, - 20 or more % over the number of tonnes of cargo requested under point 2, - 10 or more % over the number of movements of aircrafts requested under point 2, - 20 or more % over the number of movements of aircrafts requested under point 4. 																														

13. Other warnings of the landlord:

The Government of the Republic of Slovenia or the representative of the landlord has the right to terminate the procedure of the real estates lease at any time until the conclusion of the lease contract; participants or potential participants, however, waive the right to require the refunding of costs.

Number: 478-14/2008/144-0041273
Ljubljana, on 1 July 2010



MINISTRY OF TRANSPORT
dr. Patrick Vlačič
MINISTER OF TRANSPORT