

To
The Chairman of the Management Board of
Road Infrastructure Agency
3, Macedonia blvd., Sofia

[*name of the Bidder*],
registered [*registration data of the Bidder*]
represented by [*full name*] in his/her capacity as [*position or other quality*]
having BULSTAT/UIC [...], registered in [...], having its principal office [...] and management
address [...],
Mailing address: [...],
Bank accounts: [...]

TECHNICAL OFFER

For participation in open procedure for public procurement with subject Choosing a contractor for additional project design and construction of site: **Maritza highway /A-1/ Orizovo – Kapitan Andreevo, section: Lot 2 Dimitrovgrad – Harmanli, from km 36⁺⁴⁰⁰ to km 71^{+011,31}**

I. After receiving and studying the bidding documentation, with this Technical Offer we make the following binding proposals for executing the Public procurement Contract, incl.:

Deadline for performing additional project design and CIWs under the Contract.

We offer, in compliance with the Time schedule for execution of CIWs under the Contract a **deadline for execution of the additional project design and CIWs under the Contract – [months (with words and figures)]**, as from signing protocol by sample No 2a, for opening of construction site and determining a construction line and level for construction from the technical infrastructure¹ to preparation and signing an Act of findings by sample No 15 for establishing the fitness for acceptance of construction².

II. Organization and execution of construction:

II.1. During execution of construction we shall use equipment, including study and testing equipment, which will ensure quality control of the performed construction and installation works, described in the list of Appendix No 9 of the bidding documentation.

II.2. We shall execute the Public Procurement Contract under the technical management of the persons, which perform technical management in execution of construction, including for

¹ Appendix No 2a to Art. 7, Para 3, s. 2 from Ordinance No 3 from 31.07.2003 for preparing and signing acts and protocols during construction, issued by the Minister of the Regional Development and Public Works (promulgated SG No 72 from 15.08.2003, modified No 37 from 4.05.2004, became effective upon 5.11.2004, modified and supplemented No 29 from 7.04.2006, became effective since 7.04.2006)

² Appendix No 15 to Art. 7, Para 3, s. 15 of Ordinance No 3 from 31.07.2003

ensuring the quality control (managerial employees), named in Appendix No 11 of the bidding documentation and workers (specialists and technically competent staff) in number and qualification in compliance with Appendix No 12 of the bidding documentation.

II.3. We shall undertake change of equipment under Art. II.1, of the managerial employees and number of qualification of our workers and employees under Art. II.2 at our own risk, related to the quality and deadlines for execution of CIWs under the provisions of the Public Procurement Contract.

II.4. We shall perform the execution of the Public Procurement Contract in compliance with the Time schedule³ for execution of CIWs under the Contract, appended to our Proposal in compliance with the sample in Appendix No 5.1 from the bidding documentation, with the following duration and sequence:

Stage I , including, with duration of (in words and figures) days as from signing Protocol by sample No 2a for opening a construction site and determining a construction line and level for constructions from the technical infrastructure⁴.

Stage II, including, with duration of (in words and figures)..... days and the beginning of construction starts indays as from signing Protocol by sample No 2a

Stage III , including, with duration of (in words and figures) days and the beginning of construction starts in days as from signing Protocol by sample No 2a

3 The Time schedule for completion of separate CIWs (linear), including by separate stages, containing description of the sequence of all the activities, falling into the scope of additional project design and construction-installation works for total completion of site, clearly stating the critical path. The Time schedule shall be prepared in compliance with Appendix No 5.1. The critical path shall be described in text form in Appendix No 5.1. In the event of conflict between separate parts of the Time schedule, The Contracting Authority shall accept as guiding the information, specified in the columns “Beginning of stage, days from Protocol by sample 2a” and “End of stage, days from Protocol by sample 2a”. The site shall be divided into Stages, offered in the Proposal of the Contractor, which should comply with the following requirements:

- There should be a separate Stage for performing the measures for information and publicity under Chapter XVII of the Public Procurement Contract, amounting precisely to 100 000 (a hundred thousand) BGN, without VAT
- The value of each Stage, except for the Stage for performing the measures for information and publicity and the last four stages, shall be not less than 2 (two) % and not more than 5 (five) % of the total value of Contract;
- The value of each of the last four stages cannot be less than 10 (ten) % of the total value of Contract;
- The stages should be specified as sequential in time, and the Stage with the smaller number should be completed before the one with the next number. This requirement does not refer to the stage for performing the measures for information and publicity;

- The Stage separation should be done in such a way, that it can show and guarantee the following:

- a. By the end of the 50th day as from the date of preparation and signing Protocol by sample No 2a under Ordinance No 3 for determining the construction line and level for any part of the Construction, the execution of earth works should be started;

- b. By the end of the 6th month from date of preparation and signing Protocol by sample No 2a 30% of the earth works and 25% of the concrete works should be completed, as well as 15% of the unbound mineral materials should be laid down and sealed, which includes performance of Zone A – 50 cm to earth bed and basis from crushed stone with continuous granulation 0-40 – 28 cm from the structure of the road paving;

- b. by the end of the 16th month date of preparation and signing Protocol by sample No 2a 90% of the earthworks, 80% of concrete works, 60% of the layer with cement stabilization and 40% of the bituminized rubble shall be completed, as well as 70% of the unbound mineral materials should be laid down and sealed, which includes performance of Zone A – 50 cm to earth bed and basis from crushed stone with continuous granulation 0-40 – 28 cm from the structure of the road paving;

- The organization and preparation of the activities, falling into the scope of the additional project design and construction-installation works cannot be separated in a standalone stage;

⁴ The Stages, which include project design, can be started in their project part before preparation and signing Protocol by sample № 2a for opening a construction site and determining the construction line and level.

etc.

III. For ensuring the execution of the Public Procurement Contract before signing the Contract we shall provide to the Contracting Authority a Warranty amounting to 5 (five) percent of the Contract value, without VAT, specified in the price Offer. We shall provide validity of the Warranty for 60 months after commissioning of the whole construction through obtaining use permit.

IV The warranty periods⁵ shall ensure the normal functioning and use of the completed site and removal of hidden defects after the commissioning.

We confirm the following warranty periods:

IV.1. Warranty period for the executed CIWs on site, except for the facilities⁶ – 60 (sixty) months months.

IV.2. Warranty period for the performed facilities⁷ – 120 months.

V. During the warranty periods, specified in this offer, we undertake the liability, in compliance with the proposed Draft Contract, to perform removal of all the occurred hidden defects in the executed CIWs on the site, incl. the facilities, in order to maintain the quality and the continuous operation of site in compliance with the technical specifications, provided with the bidding documentation. Our warranty liability shall not apply when the occurred hidden defects result from a “force majeure circumstance”, as defined in the Public Procurement Contract.

VI. We declare that we wish/do not wish⁸ to receive advance payment, amounting to 5 percent from the Price for execution of Contract against providing a warranty for provisioning the advance payment under the provisions of the Draft Contract.

In the event of discrepancy of the numbers, specified in this Offer, as inscribed in words and figures, the binding for us Offer shall be the one, specified in words.

[date]

SIGNATURE

SEAL

[name and family name]

[capacity of the representative of the Bidder]

⁵ Art.20, Para 1, 2, and 3 of Ordinance No 2 from 31.07.2003 for commissioning of constructions in the Republic of Bulgaria and minimum warranty periods for executed construction and installation works, facilities and construction sites (promulgated in SG No 72 from 2003, modified and supplemented in No 49 from 2005)

⁶ To be specified for the specific site in compliance with Ordinance No 2 from 31.07.2003 for commissioning of constructions in the Republic of Bulgaria and minimum warranty periods for executed construction and installation works, facilities and construction sites (promulgated in SG No 72 from 2003, modified and supplemented in No 49 from 2005)

⁷ To be specified for the specific site in compliance with Ordinance No 2 from 31.07.2003 for commissioning of constructions in the Republic of Bulgaria and minimum warranty periods for executed construction and installation works, facilities and construction sites (promulgated in SG No 72 from 2003, modified and supplemented in No 49 from 2005)

⁸ The excessive one should be crossed