

# **ROAD INFRASTRUCTURE AGENCY**

---

## **D O C U M E N T A T I O N**

**For participation in open procedure for public procurement contract with  
subject:**

**DEFINING 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<sup>+400</sup> TO  
KM 71<sup>+011,31</sup>**

**Sofia, 2010**

## CONTENTS:

<b>SECTION I. DECISION FOR OPENING A PROCEDURE FOR ASSIGNING A PUBLIC PROCUREMENT CONTRACT .....</b>	<b>3</b>
<b>SECTION II. ANNOUNCEMENT OF THE PUBLIC PROCUREMENT PROCEDURE .....</b>	<b>4</b>
<b>SECTION III. FULL DESCRIPTION OF THE SUBJECT OF THE PUBLIC PROCUREMENT CONTRACT .....</b>	<b>5</b>
<b>SECTION IV. TECHNICAL SPECIFICATIONS .....</b>	<b>16</b>
<b>SECTION V. REQUIREMENTS AND PROOFS FOR THE ECONOMICAL AND FINANCIAL STATE AND TECHNICAL ABILITIES AND/OR QUALIFICATION OF THE BIDDERS IN THE PUBLIC PROCUREMENT PROCEDURE .....</b>	<b>17</b>
<b>SECTION VI. CIRCUMSTANCES, GIVING GROUNDS FOR REMOVAL OF BIDDERS FROM THE PROCEDURE AND DOCUMENTS, CERTIFYING THEIR ABSENCE ..</b>	<b>20</b>
<b>VI.1. Circumstances under Art. 47, Para 1, 2, and 5 from PPL, giving grounds for removal of Bidder. ....</b>	<b>21</b>
<b>VI.2. Documents for certifying the lack of the circumstances under Art. 47, Para 1, 2, and 5 from PPL.....</b>	<b>22</b>
<b>SECTION VII. CRITERION FOR ASSESSMENT OF PROPOSALS .....</b>	<b>22</b>
<b>SECTION VIII. CONTENTS OF PROPOSAL.....</b>	<b>23</b>
<b>SECTION IX. DIRECTIONS TO THE INTERESTED PARTIES AND PARTICIPATION IN THE PROCEDURE .....</b>	<b>25</b>
<b>IX.1. General directions .....</b>	<b>25</b>
<b>IX.2. Limitation of the number of Proposals.....</b>	<b>26</b>
<b>IX.3. Expenses for participation in the open procedure .....</b>	<b>26</b>
<b>IX.4. Limitations for certain activities .....</b>	<b>26</b>
<b>IX.5. Exchange of information for carrying out the procedure between the Contracting Authority and the interested parties and Bidders .....</b>	<b>27</b>
<b>IX.6. Providing clarifications and additional information.....</b>	<b>27</b>
<b>IX.7. Acceptance, opening, examination and assessment of Proposals.....</b>	<b>28</b>
<b>SECTION X. SUBMISSION AND ACCEPTANCE OF PROPOSAL.....</b>	<b>28</b>
<b>SECTION XI. EXAMINATION, ASSESSMENT AND RATING OF PROPOSALS.....</b>	<b>29</b>
<b>SECTION XII. CHOOSING A CONTRACTOR FOR THE PUBLIC PROCUREMENT CONTRACT. TERMINATION OF THE PROCEDURE.....</b>	<b>31</b>
<b>AN APPEAL AGAINST A DECISION OF THE CONTRACTING AUTHORITY, EXCEPT AGAINST THE DECISION FOR CHOOSING A CONTRACTOR, SHALL NOT STOP THE PROGRESS OF THE OPEN PROCEDURE FOR PUBLIC PROCUREMENT, EXCEPT FOR THE CASES WHEN A TEMPORARY MEASURE “SUSPENSION OF PROCEDURE” IS IMPOSED.....</b>	<b>32</b>
<b>SECTION XIII. CONCLUSION OF THE PUBLIC PROCUREMENT CONTRACT .....</b>	<b>32</b>
<b>SECTION XIV. PARTICIPATION WARRANTY AND PERFORMANCE BOND AND INDEMNIFICATIONS .....</b>	<b>33</b>
<b>SECTION XV. OTHER PROVISIONS .....</b>	<b>34</b>

**SECTION I. DECISION FOR OPENING A PROCEDURE FOR ASSIGNING A PUBLIC  
PROCUREMENT CONTRACT<sup>1</sup>**

---

<sup>1</sup> A copy of the decision shall be appended

## **SECTION II. ANNOUNCEMENT OF THE PUBLIC PROCUREMENT PROCEDURE<sup>2</sup>**

---

<sup>2</sup> A copy of the announcement shall be appended

## SECTION III. FULL DESCRIPTION OF THE SUBJECT OF THE PUBLIC PROCUREMENT CONTRACT

**1. Subject of the present public procurement contract is the completion of project design and construction of: Maritza Highway /A-1/ Orizovo – Kapitan Andreevo, section: Lot 2 Dimitrovgrad - Harmanli, from km 36<sup>+400</sup> to km 71<sup>+011,31</sup>**

**1.1.** The construction has the following specifications:

### **1.1.1. Site description**

A-1 MARITZA is part of the international road E-80 on the territory of Bulgaria. This road is mainly of transit characters. The route passes through a region, which is characterized by intensive agriculture and well developed processing industries.

The construction of the unfinished part of Maritza highway /A-1/ Orizovo – Kapitan Andreevo from km 5+000 to km 71+011,31 will be performed by assigning public procurement contracts in two lots, as follows: Lot 1 Orizovo - Dimitrovgrad from km 5<sup>+000</sup> to km 36<sup>+400</sup> and Lot 2 Dimitrovgrad – Harmanli from km 36<sup>+400</sup> to km 71<sup>+011,31</sup>. Being subject of the present task, Lot 2 is divided into 3 subsections, as follows:

**I. Subsection Dimitrovgrad – Uzundjovo from km 36+400 to km 48+600**

**II. Subsection Uzundjovo – Polianovo from km 48+600 to km 60+300**

**II. Subsection Polianovo – Harmanli from km 60+300 to km 71+011,31**

**The starting point of subsection I of Lot 2 is at km 36<sup>+400</sup>, before the crossing point of the highway and road III-506 Dimitrovgrad – Dobrich – Gorski izvor at km 36<sup>+480</sup>. An overpass should be build for safe trespassing of the highway, with length L=52,20m.**

*The situation is smoothly developing, with a horizontal curve, R=7000 m up to km 38<sup>+803</sup>, where the highway crosses road I-5 Dimitrovgrad - Haskovo. The junction Dimitrovgrad should be built on this place, and after that the route should develop north from the Krepost village, and through a series of counter curves passes south of the Voden village. At km 41<sup>+597</sup> the highway crosses the non-electrified railroad Ruse – Podkova in the section Dimitrovgrad - Haskovo. In this section the railroad should be displaced by building a four-opening facility with length 72,10 m. At km 46<sup>+290</sup> the route of the highway shall cross an overpass of the municipality road IV-50045 Uzundjovo - Voden. The section finishes at km 48<sup>+600</sup>.*

### **1.2. Project description**

#### **1.2.1 - I. Subsection Dimitrovgrad - Uzundjovo from km 36+400 to km 48+600**

The Project includes the following parts as standalone documentations:

- Part Road –

- Direct route from km 36<sup>+400</sup> to km 48<sup>+600</sup>;
- Junction **Dimitrovgrad** at km 38<sup>+803</sup>;
- Calculation of high embankments and deep excavations;
- Plot plan;

- Part Displacement of railroad Russe – Podkova in section Dimitrovgrad—Haskovo at km 41<sup>+597</sup>:

- Direct route from the railroad km 6<sup>+628</sup> to km 7<sup>+824,93</sup>
- Overpass at km 41<sup>+597,50</sup> ≡ railroad at km 7<sup>+046,80</sup>
- Reconstruction arterial railroad TT cable

- Part Geodesy –

- Part Geology –

- Part Big Scale Facilities:

- Agricultural subways – 6 pieces;
- Overpass for crossing the road III-506 - **km 36<sup>+480</sup>**;
- Overpass at km **38<sup>+803</sup>** for crossing the road I-5 – junction Dimitrovgrad;
- Railroad overpass at km **41<sup>+597,50</sup>** ≡ with railroad at km **7<sup>+046,80</sup>**;
- Overpass for crossing local road Krepost – Chernogorovo km **41<sup>+690</sup>**;
- Overpass for crossing the road IV 50045 Voden - Uzundjovo - **km 46<sup>+290</sup>**;
- Subway for crossing the road IV 50316 Alexandrovo Uzundjovo - km **48<sup>+132,25</sup>**;
- Agricultural subway at km **281<sup>+890</sup>** for road I-5 in the area of junction Dimitrovgrad.

- Part Landscape Design
- Part Traffic Organization;
- Part Reconstruction of Irrigation Fields;
- Part Reconstruction of Electrical Lines 20 kV;
- Part Reconstruction of TT and OK cables;
- Part Safety and Health Plan;
- Part Summarized Bill of Quantities.

The main purpose and subject of the construction works for the respective Parts are the following:

➤ - **Part Road**

*The starting point of the site is at km 36<sup>+400</sup>, before the highway crosses road III-505 Dimitrovgrad – Dobrich – Gorski Izvor and finishes at km 48<sup>+600</sup>. The projects include: Construction of the direct route, junction Dimitrovgrad, reconstruction of the crossing road from the road network of the Republic, railroads, municipal, local and agricultural road; construction of four parking lots, high embankments and deep excavations.*

The vertical alignment of the road complies with the terrain conditions, ensuring drainage and providing the necessary altitude gauges at the crossing point of the newly constructed highway and other roads, railroads and other facilities.

There are situations, longitudinal profiles, typical cross sections, small facilities, drainage plan, all necessary tables with data and quantities of construction and installation works, necessary for the construction of site.

➤ - **Part Displacement of railroad Dimitrovgrad – Podkova at km 41<sup>+597</sup>:**

The development provided includes displacement of the *direct route of the railroad from km 6<sup>+628</sup> to km 7<sup>+824,93</sup>*, project design of overpass at km **41<sup>+597,50</sup>** ≡ railroad km **7<sup>+046,80</sup>**, reconstruction of arterial railroad TT cable.

Basic type of activities are:

- Working out of technical specifications for railway infrastructure about the reconstructed section and their agreement with the National Railway Infrastructure Company (NRIC)”;
- Working out of work projects for activities regarding the upper and lower construction of the railway, activities for railway facilities (bridges, culverts etc), facilities and devices for signaling system and telecommunication from the railway infrastructure, for design section speed;
  - Materials supply and construction and assembly works implementation as well as other activities according to the worked projects for reconstruction (displacement);
  - ;
  - Testing at site and laboratory examinations during the process of the present public procurement implementation;

- Design and removal/reconstruction of intersections with any other infrastructures, affected in anyway by the reconstruction/displacement
- Additional design or design activities, appeared as imperious necessity during the public procurement implementation and not included in the technical project, which is part of documentation for participation in public procurement;
- Dismantling, transportation, sorting and storage of materials from the existing railway and their delivering to the National Railway Infrastructure Company (NRIC);
- Removal of existing ballast section, transportation of ballast and wherever applicable – its cleaning/recycling, storage and delivery to the National Railway Infrastructure Company (NRIC) for further usage;
- Design and execution of earthmoving activities, recovery activities, shaping of the ground path and reaching the design load carrying capacity according to the Technical specifications and laying of protective layer;
- Implementation of new upper construction of the railway with rails type 49 E1 and reinforced concrete sleepers with padless elastic fixture and new ballast, working out of continuous welded rail track;
- Drawing of construction papers, working out of executive documentation for the Construction site for every CAW, constituting part of Construction, deviating from the elaborated projects;
- Organizing the activities for collecting, transportation, decontamination and utilization of construction and general wastes, resulting from fulfillment of the activities under the present public procurement in accordance with the Bulgarian legislation requirements;
- Removal of defects, found during the site handing over and its commissioning;
- Warranty service in accordance with the contractual warranty clauses and terms.

#### ➤ **Part Geodesy**

Geodetic work and complete geodetic project design for tracing, including – register of points of the supporting polygon and leveling benchmarks, benchmarking of the supporting polygon, calculation of the route plan, tracing data are provided.

#### ➤ **Part Geology**

An in-depth engineering-geological survey has been done and provided in the mentioned report. The hydro geological conditions are considered favorable. There is no danger of appearance of physical and geological phenomena during normal construction and tenure of the road.

#### ➤ **Part Big Scale Facilities**

Thirteen /13/ big scale facilities are designed for this site – six /6/ agricultural subways with openings 8m and 12m long; overpass at km  $36^{+480}$ , km  $38^{+803}$ , km  $41^{+597.50}$  ≡ railroad km  $7^{+046.80}$ , km  $41^{+690}$ , km  $46^{+290}$ , subways at km  $48^{+132.25}$  and at km  $281^{+890}$  of road I-5 at junction Dimitrovgrad. The project designs for these facilities are separated, with all necessary drawings and quantities of CIWs for their completion.

The respective static calculations for each facility are also provided.

#### ➤ **Part Landscape Design**

The project design includes landscape shaping of the road batters in excavations and embankments, as well as the two-meter-wide strips on both sides of the highway, shaping the road.

#### ➤ **Part Traffic Organization**

The project design for traffic organization is prepared in two parts: Project for signaling and marking of the highway for operational conditions and project for temporary traffic organization during construction, mainly for the points of crossing other roads and facilities.

#### ➤ **Part Reconstruction of 20 kV Line**

The project design includes reconstruction of the affected air power lines 20 kV. / ten crossing points /. The necessary drawings and bills of quantities are provided.

➤ **Part Reconstruction of TT and OK cables**

A project design has been prepared for reconstruction of the TT and OK cable, affected by the construction of the highway, including the necessary drawings and detailed bills of quantities.

➤ **Part Reconstruction of Irrigation Fields**

The project design provides a solution for the irrigations systems and facilities, affected by the construction of the highway. The necessary drawings and bills of quantities are appended.

➤ **Part Reconstruction of water piping**

A project was prepared for reconstruction of water piping, affected by the designed construction of highway, and it includes the necessary drawings and detailed bill of quantities.

➤ **Part Safety and Health Plan**

The provided project design for Safety and Health Plan is prepared in compliance with the active normative requirements.

➤ **Part Summarized Bill of Quantities**

This part includes all the quantities, needed for performing the planned construction.

### ***1.2.2 – II. Subsection Uzundjovo – Polianovo from km 48+600 to km 60+300***

The starting point of **II subsection of Lot 2** is at km 48<sup>+600</sup>. The situation is developed southwest from the village of Alexandrovo and south of the village of Polianovo and is designed in sequential horizontal counter curves, having their radiuses varying from 2500 m to 6000 m. At km 60<sup>+300</sup> the highway crosses by an overpass road IV-80077 Harmanli – Polianovo - Konstantinovo. The end point of the section is at km 60<sup>+300</sup>, where is the starting point of next section – Polianovo - Harmanli.

The Project includes the following parts as standalone documentations:

- Part Road –
  - Direct route from km 48<sup>+600</sup> to km 60<sup>+300</sup>;
  - Calculation of high embankments and deep excavations;
  - Plot plan;
    - Part Geodesy –
    - Part Geology –
    - Part Big Facilities -
      - Agricultural subways with length of 8m – 4 pieces;
      - Overpass at km 52+200;
      - Overpass at km 52+720;
      - Subway for crossing the municipal road for the village of Polianovo km 60+201,30.
    - Part Landscape Design
    - Part Traffic Organization;
    - Part Reconstruction of Irrigation Fields;
    - Part Reconstruction of Electrical Lines 20 kV;
    - Part Reconstruction of TT cables;
    - Part Reconstruction of water piping
    - Part Safety and Health Plan;
    - Part Summarized Bill of Quantities.

The main purpose and subject of the construction works for the respective Parts are the following:

части е както следва:

➤ **- Part Road**



The development comprises the direct route of highway Maritza from km 48<sup>+600</sup> to km 60<sup>+300</sup>, including construction of the direct route, two parking lots, construction of the relevant subways and overpasses, high embankments and deep excavations.

The vertical alignment of the road complies with the terrain conditions, ensuring drainage and providing the necessary altitude gauges at the crossing point of the newly constructed highway and other roads.

There are situations, longitudinal profiles, typical cross sections, small facilities, drainage plan, all necessary tables with data and quantities of construction and installation works, necessary for the construction of site.

➤ **Part Geodesy**

Geodetic work and complete geodetic project design for tracing, including – register of points of the supporting polygon and leveling benchmarks, benchmarking of the supporting polygon, calculation of the route plan, tracing data are provided.

➤ **Part Geology**

An in-depth engineering-geological survey has been done and provided in the mentioned report. The hydro geological conditions are considered favorable. The main drainage artery is the Harmanliiska river. There is no danger of appearance of physical and geological phenomena during normal construction and tenure of the road.

➤ **Part Big Scale Facilities**

The project for this site includes eight big facilities – four agricultural subways – with length of 8 m; overpasses – at km 52<sup>+200</sup> with L=52 m; at km 55<sup>+720</sup> with L=72 m, at the crossing of municipal road for the village of Polianovo - km 60<sup>+201,30</sup> with L=51,30m. The project designs for them are prepared in separate documentations, with all drawings and quantities of BIW, necessary for their performance.

The respective static calculations for each facility are also provided.

➤ **Part Landscape Design**

The project design includes landscape shaping of the road batters in excavations and embankments, as well as the two-meter-wide strips on both sides of the highway, shaping the road.

➤ **Part Traffic Organization**

The project design for traffic organization is prepared in two parts: Project for signaling and marking of the highway for operational conditions and project for temporary traffic organization during construction, mainly for the points of crossing other roads and facilities.

➤ **Part Reconstruction of 20 kV Line**

The project design includes reconstruction of the affected air power lines 20 kV. /two crossing points /. The necessary drawings and bills of quantities are provided.

➤ **Part Reconstruction of TT cables**

A project design has been prepared for reconstruction of the TT cables /one crossing point with the highway/, affected by the construction of the highway, including the necessary drawings and detailed bills of quantities.

➤ **Part Reconstruction Irrigation Fields and Systems**

The project design provides a solution for the irrigations systems, affected by the construction of the highway. The necessary drawings and bills of quantities are appended.

➤ **Part Reconstruction of Water Piping**

A project design has been developed for reconstruction of water piping, affected by the planned construction works – five pieces. The project design contains the necessary drawings and bills of quantities.

➤ **Part Safety and Health Plan**

The provided project design for Safety and Health Plan is prepared in compliance with the active normative requirements.

➤ **Part Summarized Bill of Quantities**

This part includes all the quantities, needed for performing the planned construction.

### 1.2.2 - III. subsection – Polianovo – Harmanli from km 60+300

## to km 71+011,31

The starting point of III subsection of Lot 2 is at km 60<sup>+300</sup>. The situation is developed southwest from the village of Alexandrovo and south of the village of Polianovo and is designed in sequential horizontal counter curves, having their radiuses varying from 1500 m to 5000 m. At km 65<sup>+680</sup> the highway crosses by an overpass road III-503 Harmanli – Svilengrad, part of which is the junction Simeonovgrad. After that the route passes east of Harmanli and bridges the Harmanliiska river at km 69<sup>+362</sup>, and at km 70<sup>+331,33</sup> crosses road II-76 Topolovgrad - Harmanli, where the junction Topolovgrad will be constructed. The route finishes immediately before the Maritza river at km 71<sup>+011,31</sup>  $\equiv$  73<sup>+400</sup>, where is the starting point of the following section Harmanli – Lyubimetz – Kapitan Andreevo.

### **1.2. Project description**

The Project includes the following parts as standalone documentations:

- - Part Road -
  - Direct route from km 60<sup>+300</sup> to km 71<sup>+011,31</sup>;
  - Junction Dimitrovgrad at km 65<sup>+680</sup>;
  - Junction Harmanli at km 70<sup>+311</sup>;
  - Calculation of high embankments and deep excavations;
  - Plot plan;
- Part Geodesy
- Part Geology
- Part Big Facilities -
  - Agricultural subways with length of 8m – 2 pieces;
  - Overpass at km 65+680 of road III-503 junction Simeonovgrad;
  - Overpass of the road to the dump at km 66+270;
  - Subway for crossing the existing railroad Plovdiv – Svilengrad at km 68+197,11 railroad km 268+329,50;
  - Bridge over the Harnaliiska river at km 69+362;
  - Subway for road II-76 junction Topolovgrad at km 70+331,33
- Part Landscape Design
- Part Traffic Organization;
- Part Reconstruction of Irrigation Fields;
- Part Reconstruction of Electrical Lines 20 kV;
- Part Reconstruction of TT cables;
- Part Reconstruction of water piping
- Part Safety and Health Plan;
- Part Summarized Bill of Quantities.

The main purpose and subject of the construction works for the respective Parts are the following:

#### ➤ - Part Road

The development comprises the direct route of highway Maritza from km 60<sup>+300</sup> and finishes immediately before the Maritza river at km 71<sup>+011,31</sup>  $\equiv$  73<sup>+400</sup>, including construction of two junctions, construction of the relevant subways and overpasses, high embankments and deep excavations.

The vertical alignment of the road complies with the terrain conditions, ensuring drainage and providing the necessary altitude gauges at the crossing point of the newly constructed highway and other roads, railroads and other facilities.

There are situations, longitudinal profiles, typical cross sections, small facilities, drainage plan, all necessary tables with data and quantities of construction and installation works, necessary for the construction of site.

➤ **Part Geodesy**

Geodetic work and complete geodetic project design for tracing, including – register of points of the supporting polygon and leveling benchmarks, benchmarking of the supporting polygon, calculation of the route plan, tracing data are provided.

➤ **Part Geology**

An in-depth engineering-geological survey has been done and provided in the mentioned report. The hydro geological conditions are considered favorable. The main drainage artery is the Harmanliiska river. There is no danger of appearance of physical and geological phenomena during normal construction and tenure of the road.

➤ **Part Big Scale Facilities**

Eight big facilities have been planned for this project – two agricultural subways; overpass at km 65<sup>+680</sup>, km 66<sup>+270</sup>, km 68<sup>+197,11</sup>, km 70<sup>+331,33</sup>, five-arch bridge 130,40m long over the Harmanliiska river at km 69+362. The project designs for them are in separate documentations, including all drawings and quantities of BIW for their performance.

The respective static calculations for each facility are also provided.

➤ **Part Landscape Design**

The project design includes landscape shaping of the road batters in excavations and embankments, as well as the two-meter-wide strips on both sides of the highway, shaping the road.

➤ **Part Traffic Organization**

The project design for traffic organization is prepared in two parts: Project for signaling and marking of the highway for operational conditions and project for temporary traffic organization during construction, mainly for the points of crossing other roads and facilities.

➤ **Part Reconstruction of 20 kV Line**

The project design includes reconstruction of the affected air power lines 20 kV. / ten crossing points /. The necessary drawings and bills of quantities are provided.

➤ **Part Reconstruction of TT cables**

A project design has been prepared for reconstruction of the TT cables, affected by the construction of the highway, including the necessary drawings and detailed bills of quantities.

➤ **Part Reconstruction of Irrigation Systems**

The project design provides a solution for the irrigations systems, affected by the construction of the highway. The necessary drawings and bills of quantities are appended.

➤ **Part Reconstruction of water piping**

A project was prepared for reconstruction of water piping, affected by the designed construction of highway, and it includes the necessary drawings and detailed bill of quantities.

➤ **Part Safety and Health Plan**

The provided project design for Safety and Health Plan is prepared in compliance with the active normative requirements.

➤ **Part Summarized Bill of Quantities**

This part includes all the quantities, needed for performing the planned construction.

With the implementation of the project the following aim shall be achieved

**Technical Specifications :**

Length of highway section in construction – 31,400 km.

Designed speed V pr = 140 km /h

Gauge – A29, inc.:

2 lanes of 11,50 m asphalt concrete including,

2 active lanes /2x3,75 m/, asphalt guiding strips /2x0,75 m/ and a stop lane /2,50 m./, stabilized banquet /1,25 m/ for each road bed.

3,50 m – medium dividing strip.

Traffic category very heavy

Road class highway A29

Terrain conditions plane up to low hilly terrain

Structure of the road surface:

- Dense asphalt from type split mastic – 4 cm /with polymer modified bitumen/
- Porous asphalt concrete – 6 cm /with polymer modified bitumen/
- Bituminized crushed stone – 12 cm
- Cement stabilization – 20 cm
- Road base of crushed stone with continuous granulation 0-40 mm – 28 cm
- Elastic modulus of the ground Eo - 45 MPa.
- Zone A – 50 cm. /from Group A-1 materials/, except in the sections in rock excavations

Junctions - with technical elements for Vpr = 80; 60 and 40 km/h.

Reconstruction of road crossing the highway – with elements for Vpr = 60 km/h – for gauge G6/9 and Vpr = 80 km/h – for gauge G7/10,5 m.

Reconstruction of agricultural roads – with element for Vpr = 40 km/h.

#### 1.1.2. Risks that can arise in the process of project execution:

All the risks, that can arise in the process of performance of Contract, except for the risks, explicitly specified in this documentation or the Public Procurement Contract to be borne by the Contracting authority, shall be borne by the Contractor, and shall be taken into account in preparation of proposal by the latter and shall not, in any case, give grounds for prolongation of contract term or increase in the contract value.

In all cases (including the case under Art. 1.1.2.1-1.1.2.5 from this documentation), when it is indicated in the documentation or Public Procurement Contract, that in case of appearance of certain risks, awarded against the Contracting Authority, the deadline for completion of the respective stage is suspended for the period of delay of implementation of this stage; the deadline for completion of this stage shall not be suspended, if the risk that appeared affects only certain activities from the respective stage and the Contractor can accelerate the works in other activities, included in the same stage, within the limits of the price offered, including through relocating team members and equipment from the affected activities in such a way, that can allow full completion of the stage within the time limits, defined in the Schedule for implementation. To avoid any ambiguity, the suspension of the deadline for implementation of a stage shall not change the deadline for implementation of the other stages.

No matter against which parties the appeared risks are awarded, the Contractor has no right to increase the Contract price. In case additional works are required, they shall be assigned with a procedure, conducted in compliance with the Public Procurement Law.

Some of the following risks are expected to appear during the project implementation.

##### 1.1.2.1. Risks, related to archeological findings along the construction route.

**The sections with archeological surveys are situated as follows:**

No	Site No	From km to km	Section length	Contractor	Completion date
<b>Highway Maritza Lot 2 Dimitrovgrad – Kapitan Andreevo km 36<sup>+400</sup> to km 71<sup>+011,31</sup></b>					
1.	<b>“Antique Cult Center” site, v. Krepost</b>	<b>42+170 42+300</b>	130 m	SU St. Kliment Ohridski	30.10.2010 г.

In the event that the above specified archeological surveys have not finished before the beginning of performance of Contract or in the event that necessity arises of other archeological surveys, beyond the above specified ones, the deadline for completion of the respective stage shall be suspended in compliance with the conditions of Art. 1.1.2. for the time of delay of construction due to the archeological surveys. The rights and obligations of both Parties in the event of appearing of archeological findings are stated in the Public Procurement Contract (Appendix 16).

1.1.2.2. Risks, related to expropriation procedures and change of land purpose, as well as with issuing build permit.

The procedures under Art. 1.1.2.2. for main route of the section from km 5+100 to km 71+011,31, have finished. By the start of construction a build permit for the main route shall be issues.

Preparation of plot plans is assigned for the technical infrastructure, which shall be affected by highway Maritza, which plans, after being completed with the other necessary documents from the designer, shall be submitted for performance of procedure for approval of PP, purpose change and expropriation, with continuity of about 18 months.

<b>El. and TT cables</b>				
v. Krepost	38+300	38+960	el. cable	March 2012 r.
v. Krepost	38+340		TT cable	
v. Krepost	41+597		railroad	
v. Uzundjovo	48+540		el. cable	
v. Uzundjovo	48+30		el. cable	
v. Polianovo	59+840	TT cable	el. cable	
v. Polianovo	60+212,80		railroad	
v. Preslavetz	65+500		el. cable	
	65+520	TT cable	el. cable	
v. Preslavetz	65+620		el. cable	
t. Harmanli	69+960	TT cable	el. cable	
	70+331		regulation el. cable	
t. Harmanli	65+500	el. cable	el. cable	
	65+540	TT cable		
	68+040	el. cable regulation		
	70+120	70+331		
v. Stoil vojvoda	65+620	67+500	TT cable	
<b>Irrigation fields and natural gas pipelines</b>				
v. Krepost	39+800		irrigation pipeline	March 2012 r.
v. Uzundjovo	48+540		pipeline	
v. Aleksandrovo	51+860	water pipeline	water pipeline	
	51+560	pipeline	pipeline	
v. Aleksandrovo	52+980		pipeline	
v. Aleksandrovo	49+492	channel M1	channel M1	
v. Polianovo	64+600 до 65+100		correction Azmaka river	
	65+200 до 65+350			
v. Polianovo	55+800	water pipeline	water pipeline	
v. Polianovo	58+370	pipeline	pipeline	
	59+230	59+752		
v. Polianovo	60+400		pipeline	
v. Polianovo	65+180 до 66+140		new sag pipe	
v. Preslavetz	65+180 до 66+140		new sag pipe	
	66+560 до 66+610			
v. Polianovo	64+600 до 65+100		correction Azmaka river	
	65+200 до 65+350			
t. Harmanli	67+980		water pipeline	
v. Krepost	68+161,50	irrigation	water pipeline	

		pipeline	
		69+000	

The Contractor has to comply with the above stated deadlines when preparing the Proposal, including the time schedule for performance, so that the whole construction can finish on time, within the deadline, specified in the Public Procurement Contract. The Contractor cannot apply for extension of deadline for completion, if the procedures, described in this Art.1.1.2.2. are completed within the above stated deadlines. In the event that any of the procedures, described in this Art. 1.1.2.2., is not completed within the above stated deadlines, the Contractor has no right to apply for extension of deadline for completion due to this delay, in the event that this delay concerns only certain stages of performance and the Contractor can accelerate its work on other stages, including through relocating some of its team members and equipment from the stages, affected by this delay, in a manner that will allow for full completion of construction within the deadline for completion, as stated in the Public Procurement Contract.

#### 1.1.2.3. Risks, related to unforeseen geological conditions

All data about geological conditions, known to the Contracting Authority, are exposed in Appendix 1. In the event that the real geological conditions are different from the geological conditions in the places of site survey (deep drilling, test pits etc.), stated in Appendix 1, and this brings about the performance of Contract, the deadline for completion of the respective stage shall be suspended in the conditions of Art. 1.1.2 for the time, for which the construction is delayed as a result of these inconsistencies. In the event that additional works are required as a result of inaccurate data, stated in Appendix 1, they will be performed on the account of the Contracting Authority and shall be assigned in compliance with the PPL.

All the risks, related to the geological conditions outside the places of surveys, shall be on the account of the Contractor and cannot cause increase in the contract price or extension of the time for completion.

#### 1.1.2.4. Risks, related to relocation of existing elements of the technical infrastructure.

All the elements of the technical infrastructure, that should be relocated and/or restored by the Contractor during the construction-installation works, are specified in the investment project (Appendix 1). In the event that the data for the technical infrastructure elements, stated in Appendix 1, turn out to be inaccurate or incomplete and this causes a delay in performing the Contract, the deadline for performing the respective stage shall be suspended in the conditions of Art. 1.1.2 for the time, for which the construction has been stopped due to this inconsistencies.

In the event that additional works are required as a result of inaccurate or incomplete data for the technical infrastructure networks, stated in Appendix 1, they will be performed on the account of the Contracting Authority and shall be assigned in compliance with the PPL.

#### 1.1.2.5. Risks, related to mistakes or incompleteness of the investment project

The Contractor shall, at his own expense, repair all the mistakes and incompleteness of the Investment project and reflect in it all the requirements of the Bulgarian legislation. The Contractor may change the investment project, included in Appendix 1, only in compliance with the requirements and restrictions of the Public Procurement Contract, Appendix 2 (Technical specification), Appendix 10 (Work Order for additional project design) and the Bulgarian legislation. The procedures for change of investment project are described in the Public Procurement Contract and the Territorial Regulation Act and other acts of Bulgarian legislation in the field of design and construction. Each change of the investment project and each further change in the build permit is at the expense of the Contractor and shall not cause to an extension for the deadline for performing, in the event that the Contracting authority performs in due time its obligations, related to procedures for assessment of conformability of the project proposal and the variation of the build permit, indicated in the Contract. In the event that the Contracting authority delays with performing its obligations, described in the previous statement, the deadline for performance for the respective stage shall be suspended in the conditions of Art. 1.1.2 for the time period, for which the construction has stopped as a result of this delay.

Notwithstanding the above, all the changes in the investment project, called for due to changes in Bulgarian legislation, occurred after the deadline for submission of offers, shall be on the account of the Contracting authority and their performance shall be assigned in compliance with the PPL.

1.1.2.6. Risk, related to responsibility allocation between the Contracting authority, the Contractor and the Consultant

The allocation of responsibility between the Contracting authority, the Contractor and the Consultant is specified in the Public procurement Contract.

1.1.2.7. Risks, related to the moving and joining of railway lines "Dimitrovgrad-Podkova"

The contractor is obliged to bear all costs for fulfillment of construction, displacement and **joining the railway track from railway km 6<sup>+628</sup> to km 7<sup>+824,93</sup>** in the section between stations Dimitrovgrad – Haskovo from Dimitrovgrad – Podkova railway, as well as to cover all costs, for interruption and/or “windows” incurred by NRIC”.

**1.2.** The subject of this public procurement includes also the following activities:

**1.2.1.** Performance of construction-installation works, provided for in the investment project (Appendix № 1) and its variations and appendices, as well as the additional project design for part of CIW, that were not provided for in the represented investment project. The additional project design shall be performed in compliance with the requirements of the present documentation, including Appendices 2 and 10, and Bulgarian legislation. The requirements to the activities for the additional project design are stated in Appendix No 10. As a result of the additional project design, additional CIWs might be required.

Additional designer services are activities, defined in the Public procurement Contract, and include:

- The requirement of the Contracting authority for gradual site construction.
- The activities, related to environmental issues, described in the Updated Report under Environmental Impact Assessment from 14 December 2009 and Decision № 104-OC/ 2009 for compatibility assessment to MEW, which are an inseparable part of this documentation.
- Measures for reducing the harmful impact on the environment for the territories, included in NATURA 2000, described in Appendix 10.

**1.2.2.** Supply and use in construction of the necessary construction products, corresponding to the technical specifications (construction materials, including asphalt mixtures, products, elements, suits etc.);

**1.2.3.** Providing terrains for construction purposes – for temporary construction, warehousing of materials and equipment, when the latter are beyond the territory of the construction;

**1.2.4.** Performing the necessary tests and laboratory researches;

**1.2.5.** Preparation of construction documentation and executive documentation of the construction;

**1.2.6.** Participation if the procedure for putting of building into operation;

**1.2.7.** Punch list clearance for faults, found during acceptance of performed construction works and putting it into operation.

**1.2.8.** Warranty service of the construction, including removal of any faults appeared during the warranty period, specified in the Public Procurement Contract in compliance with the Proposal.

**2.** The Proposal shall be in compliance with the represented investment project.

1.2.9. Preparation of communication plan under the stipulations of section XVII from the Contract with the following contents:

1. Objective – main target and specific ones;
2. Target groups;
3. Action plan:
  - 3.1.description of communication channels;
  - 3.2.description of communication tools;

- 3.3. Information and publicity measures, stipulated for implementation, including as a mandatory minimum
- Organising a Ground Breaking Ceremony”;
  - Organising a ceremony for official opening of the site;
  - Making and mounting of information billboard for the period of construction works;
  - Making and mounting of permanent reference board after completion of the site;.
  - Producing and dissemination of information materials
4. Media plan.
5. Rules for admission to the mass media representatives to the construction site.
6. Quantitative indicators of the communication plan implementation.
7. Indicative budget.
8. Monitoring and reporting performance.
- 3.4.9. Appointing and administrative division / expert responsible for implementation of communication plan:

#### **SECTION IV. TECHNICAL SPECIFICATIONS**

**3.** During performance of construction works, the following technical specifications shall be observed:

**3.1.** The requirement of the Technical Specification of Road Infrastructure Agency from 2009, attached in Appendix No2, applicable for the subject of this Public Procurement Contract;

**3.2.** The technical requirements of the investment project (Appendix No2), that determine the requirements to the products, used for the construction, and to the performance and acceptance of CIWs, as well as the requirements, resulting from the additional design.

**3.3.** The requirements of the scope and contents of the project of project parts, which has to be performed by the Contractor of the Public Procurement Contract within the limitations of the additional project, are specified in Appendix no 10.

**3.4.** The technical requirements for implementation of road signs and directional plates from reflective materials, attached to the documentation and specifies in Appendix 20 of the present documentation.

**3.5.** The steel safeguard fences shall be performed in compliance with BDS EN 1317.

**3.6.** During the implamantation for working design, construction and reconstruction of railway infrastructure, the Contractor shall follow the provisions of Bulgarian legislation, part of which are:

- Territory Spatial Act;
- Railway Transport Act;
- Environmental Law;
- Biologic diversity Law;
- Public Procurement Act;
- Law for chambers of architects and engineers in investment design;
- Cadastre and property registrar Law;
- Ordinance № 4 dated 2001 about investment projects scope and contents (promulgated in State Gazette, iss. 51 dated 05.06.2001)
  - Ordinance № 4, dated 1997 for railway crossing (promulgated in State Gazette, iss. 32 from 1997
  - Ordinance № 55 dated 2004 for design and construction of railways, railway stations, railway crossings and other railway infrastructure elements (promulgated in State Gazette, iss. 18 from 2004);
  - Ordinance № 55 dated January 29<sup>th</sup> 2004 for for design and construction of railways, railway stations, railway crossings and other railway infrastructure elements;



- Ordinance № 58 from 2006 about the rules for technical exploitation, trains traffic and signaling in the railway transport ((promulgated in State Gazette, iss. 73 from 2006;
- Ordinance № 13 from 2005 for ensuring of healthy and safe labour conditions in railway transport ((promulgated in State Gazette, iss.12 from 2006);
- Norms for design of supporting walls (issued in “Norms and regulations for design and construction”, 2006)
- Norms for design of reinforced concrete road and railway bridges (issued in “Norms and regulations for design and construction”, (1989-1990) ;
- Instruction for structure and maintenance of upper construction of railway track and railway switches (approved by NRIC’s General manager, 2003);
- Instruction for structure and maintenance of railways tracks ground level (approved by NRIC’s General manager, 2004);
- Instruction for repair and maintenance of artificial facilities (tunnels, bridges and culverts (approved by NRIC’s General manager, 2005);
- Instruction for railway chaining and benchmarking (approved by NRIC’s General manager, 2005);
- Instruction for NRIC tangible assets repairs (approved by NRIC’s General manager, 2005);
- Technical norms for structuring, construction and repair of continuous welded railway track - (approved by NRIC’s General manager, 2005);
- Ordinance № 2, dated 22.03.2004 for minimum requirements for healthy and safe labour conditions during accomplishment of construction and assembly works (promulgated in State Gazette, iss.37 from 2004
- Ordinance № 7 from 1999 for minimum requirements for healthy and safe labour conditions at work and using of working equipment (promulgated in State Gazette, iss.88 from 1999);
- Ordinance № 13 from 2005 for ensuring of healthy and safe labour conditions in railway transport ((promulgated in State Gazette, iss.12 from 2006);
- Ordinance № 3 for contents, creating and maintenance of cadastre map and cadastre registrars (promulgated in State Gazette, iss 41 from 2005);
- Ordinance № 15 for structure and contents of identification registrar of real estates in cadastre (promulgated in State Gazette, iss 71 from 2001);
- Ordinance № 19 from 2001 for control and approval cadastre map and cadastre registrars (promulgated in State Gazette, iss 2 from 2002);.

## **SECTION V. REQUIREMENTS AND PROOFS FOR THE ECONOMICAL AND FINANCIAL STATE AND TECHNICAL ABILITIES AND/OR QUALIFICATION OF THE BIDDERS IN THE PUBLIC PROCUREMENT PROCEDURE**

### **4. Economical and financial state.**

**4.1.** The Bidder in the procedure shall comply with the following requirements to its economical and financial state:

**4.1.1.** Access to its own financial resources, credit line or equivalent financial instrument, amounting to not less than 20 (twenty) million levs, as well as

**4.1.2.** Incomes, received from contracts for construction, similar to the subject of this Public Procurement Procedure (including new construction, reconstruction, overhaul, rehabilitation) of highways and/or roads and/or streets with gauge not less than G 9<sup>3</sup>, including their road facilities, as well as other road facilities with gauge not less than 9 m (except for contracts for road accessories under § 1 from the Additional Provisions of the Roads Act), totally

---

<sup>3</sup> Size of the roadway 9 m, including 2x3,00 m lanes, 2x0,25 m guiding strips and 2x1,25 m banquetts

for the last 3 financial years /2007, 2008, and 2009/ not less than 167 (a hundred and sixty seven) million levs without VAT.

**4.2.** As a proof of their economical and financial state, the Bidder shall provide the following documents:

**4.2.1.** Bank certification from a bank, having an assessment of its credit rating/financial stability at least BBB – according to the assessment system of Standard & Poor's and Fitch IBCA or at least Baa3, according to the assessment system of Moody's Investors Service, proving the availability of financial resources under Art. 4.1.1. The credit rating shall be stated in the certification or in another document, issued by the bank or a credit agency.

**4.2.2.** Certified true copies of the main parts of annual financial reports for the last 3 financial years, when their publishing is required by the legislation of the state, in which the Bidder is settled:

**4.2.2.1.** Certified true copy of the balance sheets for the last 3 financial years /2007, 2008, and 2009/;

**4.2.2.2.** Certified true copy of the Statements of incomes and expenses for the last 3 financial years /2007, 2008, and 2009/;

**4.2.3.** Certified true copy of audit reports by the public accountant, who has certified the financial statements for the last 3 financial years /2007, 2008, and 2009/;

**4.2.4.** Information for the turnover from construction, similar to the subject of the Public Procurement Procedure (including new construction, reconstruction, overhauls, rehabilitation) of highways and/or roads and/or streets with gauge not less than 9 m (except for road accessories under § 1 from the Additional Provisions of the Roads Act), for the last 3 financial years /2007, 2008, and 2009/, depending on the date, on which the Bidder was established or has started their activity. The information is provided by filling in Appendix 8. The performance of the contracts, stated in Appendix 8, can be proven by recommendations from the Contracting authorities for the respective contracts, certificate for completion, copy of the contract, accompanied by certificate for received final payment or other document, issued by a person, different from the Bidder and proving the performance of contract;

**5.** When due to objective reasons the Bidder cannot provide the documents, requested under Art. 4.2, the Bidder can prove their economical and financial state with any other document, which the Bidder considers suitable. In the event that the Bidder finds that they cannot prove their economical and financial state by the documents from Art. 4.2, they shall make an enquiry with the Contracting Authority and specify the documents they can provide. The enquiry and the replay shall be made in compliance with Section IX.6.

**5.1.** When the Bidder is a union of individuals and legal entities, the criteria shall be covered in aggregate by all members of the union.

**5.2.** The Bidder can invoke previous projects, which they have performed as main contractor, including being a member of a union, but only within the limits of their own participation in the project<sup>4</sup>. The Bidder can also invoke previous projects, in which they have participated as subcontractors, but only within the limits of the subject of the subcontract, respectively the amount of the subcontract

## **6. Technical abilities and qualification.**

**6.1.** The Bidder shall comply with the following requirements for technical abilities and qualification:

**6.1.1.** for the last 5 years /2005, 2006, 2007, 2008, and 2009и 2010/ fulfilled accumulatively:

A. To have completed contract/s/ for construction of highways and/or roads and/or streets with bearing capacity of 11.5 ton/axis, with a total length of minimum 30 km, with gauge made

---

<sup>4</sup> For example, in the event that a union of two entities, each of them having 50% share according to the union contract, has performed a road with total length of 10 km, amounting to 50 million levs, each of the union members may state, for the purposes of the present procedure, that they have performed 5 km from this road, amounting to 25 million levs

equal<sup>5</sup> to G9 (достатъчен е и един договор). In case the tenderer is a consortium of natural persons and legal entities, each member of consortium should have fulfilled a contract/contracts for construction of motorways and/or roads and/or streets with load carrying capacity of road structure of 11.5 tons/axle and

B. At least one construction contract (including new construction, reconstruction, overhaul repair, rehabilitation) of railway track with minimum 2 km extended land and speed minimum 100 km/h.

The requirement under i.a and B can be met with one contract. .

The information under this Art. 6.1.1 shall be provided by filling Appendix 8.1. The execution of the contracts, specified in Appendix 8.1, shall be proven by recommendation of the Contracting Authority for the respective contract, certificate for completion, a copy of the contract, accompanied by the received final payment or other document, issued by a person, different from the Bidder and proving the execution of the contract;

**6.1.2.** To have the ability of providing the equipment, necessary for performance of the Public Procurement Contract, including for testing and commissioning, which will provide quality control of the performed construction and installation works. This equipment should be described in details in the Proposal (Appendix 9).

**6.1.3.** To have at their disposal a team for performing the design and construction: persons, performing the technical management during construction stage, including providing quality control (managerial employees) and workers and employees (specialists and technically qualified staff).

**6.1.3.1.** The minimum composition of managerial employees, which will be responsible for the execution of Public Procurement Contract, shall have the following qualification and professional experience:

The Project manager shall have a master's degree in Road Construction or similar specialty, in case the degree is acquired in a country, where there is no Road Construction specialty, no less than 10 years of professional experience, specific experience as a manager of similar projects (new construction and/or reconstruction and/or overhauls of highways, roads and streets with a gauge of not less than G 9 /incl. road accessories for them/) of no less than 8 years

The Deputy Project manager should have a master's degree in Road Construction or similar specialty, in case the degree is acquired in a country, where there is no Road Construction specialty, no less than 10 years of experience, specific experience on similar projects (new construction and/or reconstruction and/or overhauls of highways, roads and streets with a gauge of not less than G 9 /incl. road accessories for them/) of no less than 5 years.

The minimum requirements to the designer staff are the following:

Team Leader – having master's degree in Road or similar specialty, in case the degree is acquired in a country, where there is no Road Construction specialty, and professional experience of at least 10 (ten) years, at least 5 (five) of which as a specific experience in managing projects in the field of road and facility design.

Road engineer – master's degree in Road Construction or similar specialty, in case the degree is acquired in a country, where there is no Road Construction specialty, professional experience of at least 5 (five) years, at least 3 (three) of which as a specific experience in road design.

Constructor – master's degree in Road Construction or construction engineer similar specialty, in case the degree is acquired in a country, where there is no such specialties, professional experience of at least 5 (five) years, at least 3 (three) of which as a specific experience in design of facilities.

Geologist – master's degree – professional experience of at least 5 (five) years, at least 3 (three) of which in study of linear objects.

Geodesist – master's degree – professional experience of at least 3 (three) years, at least 2 (two) of which as a specific experience in design of linear objects.

---

<sup>5</sup> Calculated proportionally through dividing the size of the roadway of the specific site by 9 and multiplying it to the length of the latter.

Compliance with the requirements of Art. 6.1.3 and 6.1.3.1 shall be proven by Appendices 11, 11.1, 11.2, and 12.

For the persons under Art. 6.1.3.1 copies of diplomas and copies of employment records (or equivalent document, showing the employment and social security records) are required, as well as other documents, issued by third parties and certifying their qualification.

The specific professional experience of the persons under Art. 6.1.3.1 shall be proven by providing a recommendation for each project by some of the participants in the construction process under TRA, issued by third parties or by the person representing the company they were working for as for the moment of project execution.

In the event the educational system in the Bidder's country does not provide master's degree, they have to prove that the educational degree that they have, corresponds to master's degree in compliance with the Bulgarian legislation. In the event that the system of the educational institution that issued the diploma does not specify the specialty, the diploma should be accompanied by a copy of a document, showing the main subjects studied.

**6.2.** In the event that a foreign Bidder has stated in the Proposal (Appendix 12), that they shall execute the Public Procurement Contract by a certain number of employees and workers that are not citizens of a member country of the EU or a country, that is a party in the EEA Agreement or of the Swiss Confederation, the former shall provide a filled-in declaration form (Appendix No 18), that they undertake to provide on their own risk visas, residence permits and work permits for the specified number of workers and employees.

**6.3.** A document for the implemented quality management system in compliance with an international standard (ISO or an equivalent one, including a separate certificate ISO 14001:2004 for an environmental management system or an equivalent one);

**6.4.** All declarations and lists, being part of the Bidder's Proposal, shall be signed by an legal representative of the Bidder or by a person, dully authorized by the legal representative through a notarized power of attorney, except for:

a) Appendices 7.1, 7.3, 11.1, and 11.2, which are personally signed by the physical person, they refer to, no authorizing is permitted.

b) Appendix 7.2., which is signed only by authorized representative of the Bidder, no authorizing is permitted.

**7.** The Bidder may provide registration certificate in an official list of approved business operators from a Member Country of EU. In this case the Bidder shall not be removed from the public procurement procedure on the grounds that they have not provided any of the documents under Art. 4.2, Art. 6.1.1-6.1.2 and Art. 6.3., in the event that the circumstance is proven by the provided certificate.

**8.** A Bidder can use the resources of one or more physical persons or legal entities (third party) for execution of the public procurement contract on the condition that the Bidder can dispose with these resources.

**8.1.** The provisions of Art. 8 shall also be applied when the Bidder is a union of physical persons and/or legal entities;

**9.** The commission shall accept that the resources of a third party are available for the Bidder, if the Bidder represents contracts or other documents, admitted by the legislation of the country, in which there were concluded, and which documents give grounds for the unconditional conclusion that the provided documents have the binding power for the period of execution of contract.

**9a.** A Bidder cannot invoke subcontractors or third parties for fulfillment of qualification criteria under Art. 4.1.1., 4.1.2, .6.1.1., 6.1.3.1, and 6.3. The persons under Art. 6.1.3.1, hired under labor or civil contract, shall not be considered for using third parties' resources.

## **SECTION VI. CIRCUMSTANCES, GIVING GROUNDS FOR REMOVAL OF BIDDERS FROM THE PROCEDURE AND DOCUMENTS, CERTIFYING THEIR ABSENCE**

## **VI.1. Circumstances under Art. 47, Para 1, 2, and 5 from PPL, giving grounds for removal of Bidder.**

**10.** A Bidder is removed from the procedure in the presence of any of the circumstances of Art. 47, Para 1 and 2 from PPL:

**10.1.** The Bidder is convicted and has effective sentence, except if the Bidder is rehabilitated, for:

a) crime against the financial, tax or social security system, including money laundering, under Art. 253 - 260 from Penal Code;

b) bribing under Art. 301 - 307 from Penal Code;

c) participation in organized criminal group under Art. 321 and 321a from Penal Code;

d) crime against property under Art. 194 - 217 from Penal Code;

e) crime against the economy under Art. 219 - 252 from Penal Code;<sup>6</sup>

**10.2.** The Bidder has declared bankruptcy<sup>7</sup>;

**10.3.** The Bidder is in winding-up proceedings or in a similar procedure according to the national laws and regulations<sup>8</sup>;

**10.4.** The Bidder is in opened proceedings for declaring bankruptcy or the Bidder has entered into an amicable agreement with their creditors under Art. 740 of Commercial Law, and in the event that the Bidder is a foreign person – is in similar procedure according to the national laws and regulations, including when they are having their affairs administered by the court, or the Bidder has suspended their activity<sup>9</sup>;

**10.5.** The Bidder is deprived of the right to exercise certain profession of activity according to the legislation of the country, in which the infringement was done<sup>10</sup>;

**10.6.** The Bidder has financial obligations to the State or municipality under Art. 162, Para 2 of Tax-Insurance Procedure Code, laid down in an act by a competent authority which has force of res judicata, except if rescheduling or deferment of obligations is allowed or, in the events that the Bidder is a foreign person, financial obligations, related to payments of social security or tax contributions in compliance with the regulations of the country, in which the Bidder is located<sup>11</sup>.

**11.** The requirements under Art. 10.1 and 10.5 shall be applied as follows:

**11.1.** in general partnerships – for the persons under Art. 84, Para 1 and Art. 89, Para 1 from Commercial Law;

**11.2.** in limited partnerships – for the persons under Art. 105 from Commercial Law, without the limited partners responsible;

**11.3.** in limited liability companies – for the persons under Art. 141, Para 2 from Commercial Law, and in single-person limited liability company – for the persons under Art. 147, Para 1 from Commercial Law;

**11.4.** in joint-stock companies – for the authorized persons under Art. 235, Para 2 from Commercial law, in cases of lack of authorization – for the persons under Art. 235, Para 1 from Commercial Law;

**11.5.** in limited partnerships by shares – for the persons under Art. 244, Para 4 from Commercial Law;

**11.6.** in all the other case, including foreign persons – the persons that represent the Bidder.

**11.7.** in the cases under Art. 11.1 – 11.6 – and for the procurators, if any; when a foreign person has more than one procurator, the declaration is submitted only by the procurator, whose representative authority includes Republic of Bulgaria.

**12.** A foreign physical person or legal entity cannot bid in the public procurement procedure, if in their country of location **any of the circumstances under Art. 47,**

---

<sup>6</sup> Art. 47, para 1, s. 1 from PPL.

<sup>7</sup> Art. 47, para 1, s. 2 from PPL.

<sup>8</sup> Art. 47, para 1, s. 3 from PPL.

<sup>9</sup> Art. 47, para 2, s. 1 from PPL.

<sup>10</sup> Art. 47, para 2, s. 2 from PPL.

<sup>11</sup> Art. 47, para 2, s. 3 from PPL.

**Para 1 and 2 from Public Procurement Law, stated in Art. 10, is found<sup>12</sup>.**

**13.** The Public Procurement Law excludes Bidders:

**13.1.** for which the persons under Art. 11 are connected persons under § 1, s. 1 from the Additional Provision from the Law on preventing and detecting conflicts of interests with the Contracting Authority and their employees, occupying managerial positions in their organization;

**13.2.** that have concluded a Contract with a person under Art. 21 or 22 from the Law on preventing and detecting conflicts of interest<sup>13</sup>.

**14.** When the Bidder is an union or shall use subcontractors for performance of the Public Procurement Contract, the requirements under Art. 47, Para 1, 2, and 5 from PPL, listed in Art. 10 and the requirements of Art. 13, shall be applied for all the union members, and respectively for the subcontractors, and the requirements to them are applied according to the type and share of their participation.

**VI.2. Documents for certifying the lack of the circumstances under Art. 47, Para 1, 2, and 5 from PPL.**

**15.** At submission of the Proposal the Bidder certifies the lack of circumstances under Art. 10 and Art. 13 by declaration form, in compliance with Appendices Nos 7.1, 7.2, and 7.3.

**16.** The lack of circumstances under Art. 10.1, 10.5, and 13.1 shall be certified by declaration forms, signed in manuscript by each of the persons under Art. 11.

**VI.3. Other circumstances, giving grounds for removal of Bidders.**

**17.** The Proposal is not prepared into the Bulgarian language and the applied documents do not correspond to the requirements of Art.56, Para 4 from PPL.

**18.** The Bidder does not comply to the requirements of Art. 4. , Art. 6., and Art.8 from this documentation.

**18a.** The original of the participation guarantee was not provided and/or the provided participation warranty is not with the name of the Bidder on it<sup>14</sup>.

**18b.** The provided Proposal does not comply with the requirements of Art. 68 from this documentation.

**19.** No document for establishment of the union/association is provided, when this is the form for participation in the procedure.

**20.** When the documents for participation in the procedure are not bought and buying the documents is certified by applying a copy of the receipt (invoice) of purchase.

**21.** In all the other cases, when any of the requested by the Contracting Authority is not provided and/or there are incomplete and inaccurate data in the required references and appendices and/or the Time schedule for completion is not prepared in compliance with the provisions of Art. 27.11.1.

**22.** The proposed deadline for completion is longer than 25 (twenty five) months, which is the maximum length for completion of the Public Procurement Contract.

## **SECTION VII. CRITERION FOR ASSESSMENT OF PROPOSALS**

**23.** The assessment of Proposals is performed on the basis of the criterion “lowest price”.

**24.** *The rating of Bidders* is done in descending order, and the Bidder with lowest price is rated at first place. In the event of equal price proposed, the rating is done by drawing lots, executed by the commission members in the presence of a notary and the participants.

**25.** The Bidder, rated at first place by the Commission, is awarded the Public Procurement Contract. In the event that the top rated Bidder refuses to sign the awarded Public Procurement

---

<sup>12</sup> Art. 48, para 1 from PPL.

<sup>13</sup> Art. 47, para 5 from PPL.

<sup>14</sup> When the Bidder is a union, the guarantee can be provided by the union or by a member of the union, in compliance with the establishment contract of this union.

Contract, the Contracting Authority may cancel the procedure or award the contract to the second Bidder in the rating.

## **SECTION VIII. CONTENTS OF PROPOSAL**

**26. The Proposal and its Appendices shall be prepared by the model documents, included in the documentation.**

**27.** Each proposal shall contain:

**27.1.** A list of the documents, contained in the Proposal and signed by the Bidder.

**27.2.** Certified copy of the registration document of the Bidder, who has not specified UIC in compliance with Art. 23 from Commercial register Act, and when the Bidder is a physical person - identification. When the Bidder is a foreign physical person or legal entity or their unions, the document is also represented in its official translation<sup>15</sup> into the Bulgarian language.

**27.3.** Document for participation guarantee in original. When the guarantee is in the form of a bank guarantee, it should be prepared by the model of Appendix No 14;

**27.4.** Copy of the document (invoice) from the purchase of documentation.

**27.5.** Proves for the economical and financial state in compliance with Art. 4.2 (including filled in Appendix No 8);

**27.6.** Proves for technical abilities and/or qualification according to Art. 6.1.1, 6.1.2, 6.1.3, 6.1.3.1, and 6.3 (including filled in Appendices 8.1., 9, 11, 11.1, 11.2, and 12). For the persons under Art. 6.1.3.1 copies of diplomas and copies of employment records (or equivalent document, showing the employment and social security records) shall be provided, as well as other documents, issued by third parties, certifying the qualification and experience of proposed persons.

**27.7.** Declaration for absence of the circumstances under Art. 47, Para 1, 2, and 5 from PPL, in compliance with Appendices Nos 7.1, 7.2, and 7.3. They shall be provided signed in manuscript by each person under Art. 47, Para 4 from PPL (Art. 11 from this documentation), as well as the persons under Art. 47, Para 5 (Art. 13.1) from this documentation, depending on the legal-organizational form of the Bidder;

**27.8. Information about subcontractors, including:**

**27.8.1. List of subcontractors**, that are taking part in the execution of Public Procurement Contract, **if any**. The list includes the filled in model form of the Proposal – Appendix No 3, and contains names of subcontractors, types of CIW or activities, which they will perform and the share of their participation (percent of the total contract price).

**27.8.2. Declaration from each subcontractor concerning their participation in execution of Public Procurement Contract in compliance with Appendix No 4;**

**27.9.** Certified by power of attorney **authorization of the person, which represents the Bidder in this procedure** (original). **The authorization document shall be provided when:**

**27.9.1.** The Bidder is an union, which is not a legal entity; in these cases the person, representing the Bidder, shall be authorized by all members of the union in compliance with Art. 32 and Art. 33;

**27.9.2.** The Proposal or parts of it are not signed by the Bidder's Manager or representative as per current registration

**27.10.** Deadline for execution of Public Procurement Contract – specified in the Technical Offer (**Appendix No 5**);

**27.11.** Technical Offer – it shall be prepared in compliance with the model in Appendix No 5, subject to the requirements of the technical specification, requirements to the Proposal and requirement to execution of the Public Procurement Contract. An inseparable part of the Technical Offer are:

**27.11.1.** Time schedule for completion (linear), including divided by stages, containing description of sequence and duration of each activity within the scope of additional project design and construction-installation works for overall completion of construction, with clear indication of the critical path. The time schedule shall clearly indicate that all the activities for additional project design and CIWs shall be completed within the deadline for completion, proposed by the Bidder

---

<sup>15</sup> Official translation shall mean translation, performed by a translator, who has signed a Contract with the Ministry of Foreign Affairs for legalized translations.

and not longer than 25 months as from the date of preparation of Protocol by sample 2a. The time schedule shall be prepared in the form of Appendix 5.1. The critical path is described in text form in Appendix 5.1. In the event of conflict between separate parts of the time schedule, the Contracting Authority shall accept as guiding the information, entered in columns “Beginning of Stage – days from Protocol by sample 2a” and “End of stage, days from Protocol by sample 2a”. The site work is divided into stages, offered in the Proposal of Contractor, and they shall comply with the following requirements:

- there should be a separate stage for performing the measures for information and publicity under Chapter XVII from the Public Procurement Contract, amounting precisely to 100,000 (a hundred thousand) BGN, no VAT added

- the amount for each stage, except for the stage for performing the measure for information and publicity, cannot be less than 2 (two) % and more than 5 (five) % from the total amount of contract;

- the amount of each of the last four stages cannot be less than 10 (ten) % from the total value of Contract;

- the stages should be specified as sequential in order and the stage with smaller number should be completed before the stage with the following number. This requirement does not refer to performing the measures for information and publicity;

- the division of stages shall be done in such a way that proves and guarantees the following:

- a. by the end of the 50-th day as from the date of preparation and signature of Model Protocol by sample 2a under Regulation No 3 for determining the construction line and level for any part of Construction for starting execution of earthworks;

- b. by the end of 6-th month as from the date of preparation and signature of Protocol by sample 2a 30% of earthworks and 25% of concrete works should be completed, as well as 15% of the unbound mineral materials should be laid down and sealed. This 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;

- c. by the end of the 16-th month as from the date of preparation and signature of Protocol by sample 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. This 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;

- organization and preparation of the activities in the filled of additional project design and construction-installation works cannot be separated in a stage.

**27.12.** Price Offer (Proposed Price) for execution of the Public Procurement Contract (original), in compliance with Appendix No 6. This document is required to be submitted in a separate sealed envelope, labeled «Price offered», and the envelop is added in the envelop with the Proposal. Appendix No 6 specifies the total end price and the prices for the respective stages, and leading for the rating of proposals is the specified total price. Appendix No 6 shall be filled in, in compliance with the directions in it.

**27.13.** A Statement, that the offered price complies with the requirement of minimum labor price (in compliance with Appendix No13).

**27.14.** A Statement under Art. 6.2. (in compliance with Appendix No 18), if applicable;

**27.15.** A Statement under Art. 9 from Internal rules for organizing and conducting public procurement procedures or Road Infrastructure Agency and for the control over their performance (in compliance with the model Appendix No 19).

**27.16.** Draft Contract in compliance with Appendix No 16, signed by the Bidder. In the Draft Contract the Bidder shall only fill in their identification data and shall not fill in the contract price and type and price for separate stages of execution.

**28.** When the Bidder is an union, which is not a legal entity, the Proposal shall include the original or a notarized copy of the document of establishment of the union. This document shall unconditionally prove that the members of the union undertake joint liability for bidding in the



public procurement procedure and for the period of execution of Contract. For unions that are not juridical entities, the documents under **Art. 27.2, Art. 27.5. (only in respect to Art. 4.2.2., 4.2.3., and 4.2.4., and if applicable, 4.2.1.), Art. 27.6 (in respect to 6.1.1. and 6.3.), Art. 27.7, Art. 27.13, and if applicable, Art. 27.14,** shall be provided for each physical person or legal entity, included in the union.

**29. Each subcontractor shall provide** the documents under **Art. 27.2, Art. 27.5 (only in respect to 4.2.2., 4.2.3., and 4.2.4), Art. 27.6 (in respect to 6.3.), Art. 27.7, Art. 27.13** and if applicable, Art. 27.14, according to the type and share of their participation.

**30.** When the Bidder is a foreign legal entity or an union of foreign legal entities, the offer and the appended documents shall comply with the requirements of Art. 56, Para 4 from PPL.

**31.** When it is specifically stated for some of the documents that they cannot be represented through a «certified copy», the document shall be considered compliant, if the copy of the document includes the following contents:

**31.1.** «True copy»;

**31.2.** the name and surname of the person, certifying the document;

**31.3.** the date, on which the certification was made;

**31.4.** signature in manuscript of the specified person, with blue ink under the certification.

**32.** The authorization under Art. 27.9 shall contain all the data of the persons (authorized and authorizing), as well as express statement that the authorized person has the right to sign the offer and represent the Bidder in the procedure.

**33.** An authorization document is not needed for the person, representing a Bidder, who is not a legal entity, if the contract for establishment states that the member chose this person to represent the union.

**34.** If UIC is indicated, the Bidder has the right to invoke Art. 23, Para 4 from Commercial Register Act and not to provide prove for the circumstances, entered into the Commercial Register, as well as not to provide the acts, announced in the Commercial Register. In these case the list of documents shall contain «inapplicable, in compliance with Art. 23, Para 4 from CRA».

**35.** For the documents, issued outside Bulgaria or in a foreign language, the following requirements shall apply:

**35.1.** All the documents, issued in foreign countries, shall be legalized, including the certificate for registration of the Bidder, notarized documents etc. The requirement for legalization under the previous sentence shall be required for documents, issued in countries, which are parties in the Convention abolishing the requirements of legalization for foreign public documents, for which documents only an apostil is sufficient. The text of the Convention and the member countries can be found at: <http://www.hcch.net/e/conventions/menu12e.html><sup>16</sup>

**35.2.** All documents, prepared in a foreign language, shall be accompanied by a Bulgarian translation. The translation of the certification for registration abroad shall be official<sup>17</sup>.

## **SECTION IX. DIRECTIONS TO THE INTERESTED PARTIES AND PARTICIPATION IN THE PROCEDURE**

### **IX.1. General directions**

**36.** Any person may enquire and/or buy this documentation for Public Procurement Procedure, hereinafter called the “documentation”, with all its appendices, which are an inseparable part of it.

---

<sup>16</sup> Art. 35.1 tackles legalization of documents, that is certifying the fact, that the official document is issued by the competent body in the respective jurisdiction. When the document is issued by a country, member under the Convention abolishing the requirements of legalization for foreign public documents, it is sufficient that the document bears an apostill. On the other hand Art. 35.2 does not refer to legalization (or providing an apostill) of the document, but to legalization of the translation itself in the Ministry of Foreign Affairs, that is to certification of the signature of the translator in section Certifications and Legalizations of т.е. до заверката на подписа на самия преводач от сектор „Заверки и легализации” of Consular Relationships Directorate of Ministry of Foreign Affairs.

<sup>17</sup> Official translation shall mean translation, performed by a translator with contractual relationships with the Ministry of Foreign Affairs for performing legalized translations.

37. Any Bulgarian or foreign physical person or legal entity or an union of such<sup>18</sup>, who have bought the documentation, may participate in the open procedure.

38. The submission of Proposal for participation shall mean that the Bidder:

- a) knows and accepts unconditionally all the provisions in the documentation;
- б) unconditionally accepts all the provisions of the Draft Contract for Public Procurement;
- в) has performed the necessary surveys, analyses and visits of the construction site for preparing the Proposal.

### **IX.3. Expenses for participation in the open procedure**

41. All the expenses, related to participation in the open procedure for public procurement, including the expenses for survey and provision of proves for ability to execute the Public Procurement Contract, shall be totally at the expense of the interested parties, respectively Bidders.

### **IX.4. Limitations for certain activities**

42. By the end of the open procedure for public procurement **no exchange of information, related to carrying out the procedure, is allowed (unless by performed by the order, specified in PPL and the documentation)** between the interested parties, Bidder or their representatives, and:

- a) the bodies and employees of Road Infrastructure Agency, related to the procedure;
- б) **the bodies, the officials, the consultants and the experts**, having taken part in the preparation and acceptance of the participation documentation.

43. **The bodies, officials, consultants and experts, related to carrying out the procedure, have no right to announce publically the activities, performed by them in relation with the open procedure, except for the cases, provided for in the documentation.**

44. **Publishing an announcement in the mass media in and outside the country, as well as in the Internet, about open procedure for public procurement is not an infringement of the requirements of Art. 43**, as long as this is performed after promulgation in the online page of State Journal and the Official Journal of the European Union, hereinafter called the Announcement for short.

---

<sup>18</sup> Art. 9 of PPL

## **IX.5. Exchange of information for carrying out the procedure between the Contracting Authority and the interested parties and Bidders**

**45.** The Contracting Authority for this Public procurement Procedure shall inform each person, which have bought the documentation, respectively each Bidder, for their decision concerning the Bidder's participation in the procedure.

**46.** The exchange of information between the Contracting Authority and the interested parties/Bidders, including notification under Art. 50, shall be done in writing, into the Bulgarian language and via:

- a) personal delivery against signature, or
- b) electronically, against digital signature, from the email addresses, specified respectively by the Contracting Authority and interested parties/Bidders, or
- c) by fax, to the numbers, specified respectively by the Contracting Authority and interested parties/Bidders;
- e) by ordinary mail – via registered mail with return receipt, sent to the address of the interested party/Bidder;
- f) via a combination of subarticles a – e above.

**47.** The exchange of information via personal delivery against signature is performed by the Contracting Authority through the contact persons, specified in Art.I.1) from the Announcement. The information is accepted by the interested party/Bidder through the contact person, specified at the time of buying the documentation, respectively in the Bidder's Proposal.

**48.** In case of notification by email or fax the notification shall be considered regular, if sent to the addresses in correspondence with Art. 46 and is an automatically generated message, confirming email delivery, is received.

**49.** In case of changes in the specified address or fax the contact persons, who have bought the bidding documentation, and the Bidders shall dully inform the Contract Authority within 24 hours.

**50.** Incorrectly specified address or fax or lack of notification for contact address or fax shall discharge the Contracting Authority from liability for incorrectly sent notifications or information.

**51.** The exchange and storage of information in the process of performing the open procedure for public procurement shall be made in such a way, that can guarantee the integrity, validity and confidentiality of information.

**52.** When submitting the Proposal the Bidder can specify which part of it is of confidential character and to require from the Contracting Authority non-disclosure for this part. The Contracting Authority has no right to disclose the information, provided by the Bidders and specified by them as confidential, in regards to technical or trade secrets, except for the following cases:

**52.1.** Art. 44 of PPL, concerning the obligation of the Contracting Authority to send information for the concluded contract to the Public Procurement Register;

**52.2.** Art. 73, Para 4 and 5 of PPL, when in case of written request by a Bidder the Contracting Authority is obliged to provide access to the protocol or provide a copy of the protocol. In this case the Contracting Authority shall take care and shall refuse access to the information, contained in the protocol, when providing this information is in conflict with a regulatory action or prevents, limits or infringes the competition.

**53.** The Contracting Authority provides the bidding documentation to the interested parties against payment of the specified price in the notification for paper and electronic media. Each person has the right to get acquainted with the bidding documentation on place, through the contact person, specified in the announcement.

## **IX.6. Providing clarifications and additional information**

**54.** When the interested party has requested, the Contracting Authority is obliged to provide clarifications or additional information, concerning the documentation, carrying out the procedure and the technical specifications;

**55. Requests for providing clarifications or additional information can be made not later than 10 days before the deadline for submission of Proposals by each interested party – personally or through a person with power of attorney or a specially authorized other person.**

**56. The clarifications or additional information are sent or submitted by the Contracting Authority to all the parties, who have bought the documentation, within four days after receiving the request and shall be appended to the documentation, which is still to be bought by other interested parties.**

**57. The clarifications or additional information shall not specify the person, requesting it.**

#### **IX.7. Acceptance, opening, examination and assessment of Proposals**

**58. The proposals shall be accepted in the Registry department of RIA, 3, Macedonia blvd, Sofia, every work day from 10.00 to 12.00 and from 14.00 to 17.00, until ..... including.**

**59. The Proposals shall be opened, examined, assessed and rated by a Commission, which shall start its work on ..... from ..... in the building of RIA. The date, specified in this Art. 59, may be subject to change by the Contracting Authority and in case of such change the Bidders shall be notified in writing.**

**60. The Commission opens the envelopes with Proposals in the order of their arrival and in compliance with the requirements of PPL, Art. 68, Para 4 and Para 5. These activities of the Commission are public and can be attended by the Bidders in this procedure or their authorized representatives, as well as representatives of the mass media and legal non-profit entities.**

**61. The Price Offers shall be opened and disclosed on place, on a date and in an hour, preliminary announced in writing to all the Bidders.**

**62. Each Bidder shall be informed for the results from their Proposal assessment with the decision for choice off Contractor under Art. 81**

**63. The administration of RIA and the persons, stated in the announcement are available for additional information and enquiries.**

### **SECTION X. SUBMISSION AND ACCEPTANCE OF PROPOSAL**

***64. In order to bid in the procedure, the Bidder shall prepare and submit the Proposal, which shall fully comply to the requirements and instructions of the present documentation.***

**65. The Proposal shall be submitted at the address, stated in the announcement for the public procurement procedure, by the hour and date, specified in the announcement as a deadline for submission of Proposals.**

**66. The Proposal shall be submitted in a sealed envelope by the Bidder or their representative personally or by ordinary mail with recorded mail and return receipt or by courier. The envelope shall be labeled “Proposal” and shall specify the name of the public procurement procedure, address and name of contact person, phone number and, if applicable, fax number and email address.**

**66.1. The envelope described in Art. 66 shall contain five separate opaque envelopes, labeled as follows:**

1. Envelope No 1 with label “Documents for selection”, which shall contain the documents, required by the Contracting Authority under Art. 27.1 to 27.9 and 27.13.-29, concerning the criteria for selection of Bidders

2. Envelope No 2 with label “Proposal For Execution Of Public Procurement Contract”, which shall include the documents, related to performance of the Public procurement Contract under Art. 27.10, 27.11, and 27.11.1.

3. Envelope No 3 labeled “Price Offer”, containing the Price Offer of the Bidder under Art. 27.12

*Envelope No 1* labeled “Documents for selection” *and envelope No 2* labeled “Proposal For Execution Of Public Procurement Contract” *shall be submitted in double – one original and one copy, labeled respectively “Original” and “Copy”.*

**66.2.** In cases of discrepancies between the “Original” and the “Copy”, the “Original” shall be considered as the true one.

**66.3.** *All the sheets in the Proposal shall be signed and numbered. Where the envelope labeled “Original” does not contain original documents, these documents shall be marked by “True copy” and respectively signed and stamped, and all the pages in the envelope labeled “Copy” shall be marked by “True copy”, too.*

**66.4.** in the list of documents, against each document there should be the page number, according to the page numbering of the Proposal. For example:

“1. Certificate for ..... p. 5”  
etc.

**67.** The Bidder shall submit the proposal on paper and on electronic media, including scanned copies /after signature, stamp and numbering of pages/ of all the documents, appended to the Proposal. Only samples and other proves that are not on paper and that are provided to show the quality to be achieved in execution of the Public Procurement Contract or that prove the ability of the Bidder, shall not be provided on electronic media. In case of differences between the paper and electronic copies of the documents, the ones on paper shall be considered the true ones.

**68.** The Price Offer, prepared in compliance with Appendix No 6, shall be submitted only in original, in a separate sealed opaque envelope (Envelope No 3), labeled as “Price Offer”, **inserted in the envelop of the Proposal.**

**69.** The Proposal shall be valid<sup>19</sup> for not less than 120 (a hundred and twenty) calendar days as from the date, stated in the announcement as a deadline for submission of Proposals.

**70.** The Price Offer shall be submitted into the Bulgarian language and the appended documents shall comply with Art. 56, Para 4 from PPL.

**71.** At submission of Proposal, it is marked with the sequential number, date and time of submission. These data are recorded in the register and the bearer receives a receipt for that.

**72.** If the Bidder sends their Proposal via registered mail or courier, the expenses are at the expense of the Bidder. In this case the Bidder shall send the Proposal in such a way, so that its receiving at the address, specified by the Contracting Authority, shall be ensured within the deadline for submission of Proposals. The risk of delay or loss of Proposal is borne by the Bidder.

**73.** The Contracting Authority does not undertake to cooperate for arrival of Proposals at the address and within the deadlines, specified by the Contracting Authority. The Bidder cannot request from the Contracting Authority cooperation for: customs clearance of consignment; receipt of request by post office or similar activities.

**74.** By the expiration of deadline each Bidder is allowed to change, add or withdraw their Proposal. Withdrawal of Proposal terminates further participation of the Bidder in the procedure, unless they provide a new Proposal within the deadline. The addition and change of Proposal should comply with the requirements and terms for providing an initial offer, and the envelope should be marked by “Addition/Change of Proposal (and reference number)”

**75.** After expiration of deadline for submission of Proposals the Bidders cannot draw or change their Proposals.

#### **SECTION XI. EXAMINATION, ASSESSMENT AND RATING OF PROPOSALS**

**76.** In the event that no Proposals are received, the Contracting Authority has the right to extend the deadline by no more than 30 (thirty) days or to terminate the procedure by a reasoned decision.

---

<sup>19</sup> The validity period is determined by Art. 58, para 1 of PPL as „the time period, during which the Bidders are binded to the conditions of their Proposals”.

77. The Contracting Authority shall<sup>20</sup> extend the period for submission of Proposals by no more than 30 (thirty) days, when the initially determined period is not enough due to:

77.1. need of examination on place of additional documents to the bidding documentation;

77.2. need of survey of the place of execution.

78. During the process of carrying out the procedure the Bidders **shall notify the Contracting Authority for all the occurred changes** in the declared circumstances within 7 days.

79. *The Contracting Authority assigns a specially appointed commission for carrying out the procedure.* The commission is appointed after expiration of deadline for submission of Proposals. The commission members and the consultants provide declarations to the Contracting Authority in compliance with Art. 35, Para 3 of PPL.

80. The Commission examines the Proposals *in the following order:*

80.1 The commission opens the Proposals in their order of arrival and checks for the presence of five separate sealed envelopes (three originals and two copies), after which at least three members sign envelope No 3. The commission proposes one representative of the attending Bidders to sign Envelope No 3 of the other Bidders.

80.1.1 In the presence of the persons under Art. 60 the commission opens envelope No 2 and at least three of its members sign all the documents, contained in it. The commission proposes one representative from the attending Bidders to sign envelope No 2 of the other Bidders. After that the commission opens envelope No 1 and announces the documents, contained in it.

80.1.2 The activities of the commission are public and the Bidders or their authorized representatives have the right to attend, as well as representatives of the mass media and legal non-profit entities.

80.1.3. The commission informs the Bidders of the findings concerning the presence and correctness of the documents, provided in envelope No 1 by sending them the protocol.

80.1.4 In the protocol under Art.60 the commission shall thoroughly describe the missing documents or the irregularities found, specifies exactly the type of document or documents, that should be provided additionally and determines a deadline for their submission. The deadline is the same for all the Bidders and cannot be longer than 5 days, as from the date of receiving the protocol.

80.2. After expiration of the deadline, specified in Art. 80.1.4, the commission verifies the correspondence of the documents in envelope No 1, including the additionally represented ones, to the requirements for selection, specified by the Contracting Authority. The commission shall not examine the documents in envelope No 2 of those Bidders, that do not comply with the requirements for selection.

80.3. The commission can, at any time, verify the data, provided by the Bidders, request clarifications from the Bidders, as well as additional proves for the data in Envelopes Nos 2 and 3. This cannot be used for change of the Technical Offer and Price Offer of the Bidders.

80.4. The commission cannot propose for removal a Bidder if in the member country of the EU, in which the Bidder is located, this Bidder has the right to provide the same service, despite of the status of their legal form<sup>21</sup>.

80.5. The Contracting Authority shall announce, in a suitable manner, the date, time and place of opening the Price Offers.

80.6. The envelop with the Price Offer of a Bidder, that does not comply with the selection criteria, shall not be opened.

80.7. The Bidders or their authorized representatives, as well as representatives of non-profit legal entities and the mass media have the right to attend the opening of the envelopes with price offers.

80.8. When the Bidder's Proposal contains an Offer, which compared to the criterion of Art. 23 (lowest price) is by 30 % more favorable than the average price from the respective offers of the other Bidders, the commission requests from this Bidder to provided written justification of the price formation, and specifies a reasonable period for submission of this written justification,

---

<sup>20</sup> Art. 65, para 2 from PPL.

<sup>21</sup> Art. 69, para 2 from PPL.

which cannot be of less than three working days as from receiving the request. The commission can accept the justification and not to propose for removal the Offer, when the justification specifies objective circumstances in compliance with the requirement of the law.

**80.9.** When the Bidder does not provide the requested written justification under Art. 80.8 in time or the commission does not find the provided circumstances to be objective, then the commission has the right to remove the Bidder from the procedure.

**80.10.** When the committee finds out that the price offer of a Bidder is with an unusually low price due to received state subsidy, which legal grounds cannot be proven within the specified period, then the commission has the right to propose the offer and the Bidder for removal.

**80.11.** The commission rates the Bidders in compliance with Section VII (Criterion For Assessment of Proposals) from the present documentation.

**80.12.** The commission prepares a protocol for the examination, assessment and rating of offers.

**80.12.1. The protocol shall contain:**

**80.12.1.1.** Membership of the commission and a list of consultants;

**80.12.1.2.** A list of the Bidders, proposed for exclusion from the procedure and the reasons for their exclusion;

**80.12.1.3.** The opinions of the consultants;

**80.12.1.4.** The results from the examination of the allowed Proposals;

**80.12.1.5.** The rating of Bidders, whose offers were allowed for assessment;

**80.12.1.6.** Date of the protocol.

**80.12.1.7.** In case there are such – dissenting opinions with the respective grounds of the commission members.

**80.12.2.** The protocol of the commission is signed by all commission members and shall be submitted to the Contracting Authority, together with the whole documentation.

**80.12.3.** The commission finishes its works by submission of the protocol under Art. 80.12 to the Contracting Authority.

## **SECTION XII. CHOOSING A CONTRACTOR FOR THE PUBLIC PROCUREMENT CONTRACT. TERMINATION OF THE PROCEDURE.**

**81.** The Contracting Authority announces the rating of Bidders by a reasoned decision and the Bidder chosen to be the Contractor not later than 5 working days from receiving the opinion under Art. 20a, Para 2, s. 5 from PPL.

**82.** At exceptional circumstances the Contracting Authority may request in writing – through a letter of fax – from the Bidders to extend the validity of their Proposals till the moment of signing the Public Procurement Contract. The Bidders have the right to reject the request. A Bidder that has accepted the modification, is obliged to extend the validity of the quarantine for participation.

**83.** The Contracting Authority shall terminate the open procedure for public procurement by reasoned decision in the cases, specified by Art. 39, Para 1 of Public Procurement Law. The Contracting Authority shall terminate the open procedure for public procurement by reasoned decision in the cases, specified in Art. 39, Para 2 of Public Procurement Law.

**84.** The Contracting Authority shall notify the Bidders for the termination of the open procedure within 3 days as from the decision for termination.

**85.** In the event of termination of open procedure for public procurement on the grounds of any of the reasons in Art.39, para1, s. 3, 5, or 6 or Para 2 from PPL, the Contracting Authority shall reimburse the Bidders for their expenses on buying the bidding documentation within 14 days as from the decision for termination.

**86.** Each decision of the Contracting Authority during the open procedure for public procurement is subject to appeal to the Commission on Protection of Competition under Chapter

11 of PPL. The appeals can refer to the legitimacy of the decisions, including the occurrence of discriminatory economical, financial, technical or qualification requirements in the announcement, the bidding documentation or any other document, related to the procedure.

The appeal can be submitted by the interested party or a Bidder in compliance with the requirements of Chapter 11 of PPL and the appeal shall be submitted simultaneously to the Commission on Protection of Competition and the Contracting Authority, whose decision is subject of the appeal.

An appeal against a decision of the Contracting Authority, except against the decision for choosing a Contractor, shall not stop the progress of the open procedure for public procurement, except for the cases when a temporary measure “suspension of procedure” is imposed.

### **SECTION XIII. CONCLUSION OF THE PUBLIC PROCUREMENT CONTRACT**

**87.** The Contracting Authority concludes the Public Procurement Contract (in compliance with Appendix No 16) with the Bidder, chosen as a Contractor.

**88.** The Contracting Authority shall conclude the Contract within one month after the decision for choosing a Contractor becomes effective, but not before expiration of 14 days as from the notification to all the Bidders for the decision for choosing a Contractor.

**89.** The Public Procurement Contract shall be concluded in full correspondence with the Draft Contract, provided in the bidding documentation and includes all Proposals of the Bidder, chosen as a Contractor. When the Contractor is a union, the union members share joint liability for execution of the Public Procurement Contract.

**90.** The person chosen as a Contractor shall comply with the requirements and limitations of the documentation as to the moment of concluding the Public Procurement Contract, too.

**91.** At the time of conclusion of Contract the Bidder shall provide the following documents:

**91.1.** Documents for certifying the lack of circumstances under Art. 10 (Art. 47, Para 1 and s. 2 of PPL), issued by the competent authorities or an official abstract from a court register or an equivalent document, issued by a court or administrative body from the country of location. Providing the documents is not required for the cases under Art. 42, Para 2 of PPL. When the Bidder is a union, the documents shall be provided for each union member. When the Bidder is a foreign person and in compliance with the legislation of the county of location, the documents under Art. 10.4, 10.5, and 10.6 shall not be issued, or when they do not include all the cases under Art. 10, the Bidder shall provide an affidavit, if such affidavit has legal value according to the legislation of the country of location. When the affidavit has no legal value, the Bidder shall provide an official statement in front of a court or administrative body, notary or a competent professional or trade body in the country of location.

**91.2.** The certificates for presence of absence of obligations to the state or municipality, on the grounds of Art. 87, Para 6 of TIPIC, or in the cases when the Bidder is a foreign person, the respective document, issued by the competent bodies of the Bidder’s country, for presence of absence of financial obligations, related to social security contributions or tax payment in compliance with the legislation of the country of location, shall be issued not later than 6 (six) months before the date of conclusion of Contract. When the Bidder is n union, the documents shall be provided by each one of the union members.

**91.3.** A certificate for registration in the Central Register of the Construction Chamber for constructions from first category. When the Bidder is an union, the document shall be provided by at least one of the union members. Registration in the respective register of a member country of the EU or other member country under the Agreement on the European Economic Area, has the force of registration in the Central Professional Register of Contractors for the scope of activities, it was issued for.

**91.4.** Original of the Performance Bond in compliance with the announcement for the open procedure for public procurement and Section «WARRANTIES» from the present instructions.

**91.5.** At the time of signing the Contract, the foreign person, chosen as a Contractor for the Public Procurement Contract, who shall perform the Contract with a certain number of workers



and employees, who are not citizens of a member country of the EU or a member country under the Agreement on the European Economic Area or the Swiss Confederation, shall provide document/s from the competent Bulgarian institutions, certifying that the Contractor has received the respective visas, resident permits and work permits for the total number of workers and employees, specified in Appendix No 12.

**91.6.** The active contracts (labor, consultancy etc.) between the Bidder and the persons under Art. 6.1.3.1., specifying that the persons are bound to perform their functions, provided for in this documentation. The Contracts under this article shall be permanent or concluded for the period of execution of the additional project design and construction.

**91.7.** On the grounds of Art. 173, para1 of TDA, on the date of concluding the Contract the Contractor provides to the Contracting Authority valid insurance policies, providing for his professional responsibility in a) his capacity as a designer b) in his capacity as a builder.

The insurances under this Article are:

- by an insurance amounting to not less than the minimum insurance amount and the minimum limit of liability for a separate event from construction site from first category for insurance for the activities of the Contractor as a designer;

- by an insurance amounting to not less than 5 (five) percent from the Contract value, with a limit of liability for a separate event, amounting to not less than 25 (twenty five) percent from the total insurance amount, for insurance for the activity of the Contractor as a builder.

**91.7.1. THE CONTRACTING AUTHORITY** shall be specified as third beneficiary in the insurances.

**91.7.2.** The insurances under Art. 91.7. shall cover only the risks, related to the implementation of construction, and cannot be used for providing the liability of the Contractor for other Contracts.

**91.7.3.** The provisions of the insurances shall comply with the requirements of the Public procurement Contract.

**92.** The Contracting Authority shall not conclude a Public Procurement Contract with a Bidder, chosen as Contractor, who does not supply any of the Documents under Art. 91. In such case the Contracting Authority has the right to specify as a Contractor the Bidder rated second or to cancel the procedure.

**92.1.** In the event that the Bidder, chosen as Contractor, refuses to conclude the Public Procurement Contract, the Contracting Authority has the right to specify as a Contractor the Bidder rated second or to cancel the procedure.

**93.** In the event that, after having received an invitation for concluding the Contract, the second rated Bidder refuses to sign the Contract, the Contracting Authority cancels the procedure.

#### **SECTION XIV. PARTICIPATION WARRANTY AND PERFORMANCE BOND AND INDEMNIFICATIONS**

**94.** The Participation Warranty for the open procedure for public procurement shall be provided by the Bidder<sup>22</sup> and is amounting to 1 000 000 (one million) levs. The validity of the participation warranty shall be not less than 30 days after expiration of the validity of the Proposal of respective Bidder.

**95. 1.** The Performance Bond for the Public Procurement Contract shall amount to three percent from the total value of the Public Procurement Contract, without VAT. The validity of the Performance Bond shall be 60 (sixty) months after the date of issuing a permit for use for the whole construction;

**95.2.** The warranty for provisioning advance payment shall be amounting to five percent from the total value of the Public Procurement Contract without VAT. The validity of the warranty for provisioning advance payment shall be 90 (ninety) days after the date of completion, as per definitions in the Public Procurement Contract. The warranty for provisioning advance payment shall be provided only if the Bidder has stated in his Technical Offer, that they intend to use their

---

When the participant is an association, the guarantee may be presented by the association or by a participant in it, according to union contract.

right of advance payment, amounting to 5 percent from the value of Contract. The amount of the warranty for provisioning the advance payment shall automatically diminish with the amount of each deduction for restoring the advance payment, made in compliance with the provisions of the Public Procurement Contract.

**96.** The warranty for participation and the performance bond shall be in one of the following forms:

**96.1.** Deposit of the sum in the following bank account of the Contracting Authority (administration of RIA):

Bank: Bulgarian National Bank – Central Office

IBAN: BG03 BNBG 9661 3300 1659 03

BIC: BNBGBGSD

**96.2.** Bank Warranty, issued to the benefit of the Contracting Authority.

**97.** The Bidders and the chosen Contractor are free to choose the form of warranty for participation and the Performance Bond. The warranty for provisioning the advance payment is always in the form of a bank warranty.

**97.1.** If the Bidder chooses to provide a bank warranty, it should be unconditional, irrevocable and requestable at first written demand, in which the Contracting Authority states that the Contractor has not fulfilled an obligation under the Public Procurement Contract.

**97.2.** The Performance Bond and the warranty for provisioning the advance payment shall be issued by a bank with good reputation, in compliance with the definition in the Draft Contract, appended as Appendix No 16, coordinated with the Contracting Authority during signing the Public Procurement Contract.

**98.** The costs for opening and maintaining the warranties are at the expense of the Contractor. The Contractor shall take into account and pay the fees for opening and maintaining the warranty so that the amount of the warranty, received by the Contracting Authority, shall be not less than specified one in the present procedure.

**99.** The Contracting Authority shall maintain the warranties without due interest for the period, in which the sum has stayed at his disposal.

**100.** The Contracting Authority has the right to keep the warranties for participation in the procedure in the cases under Art. 61 of PPL.

**100.1.** The Contracting Authority releases the warranties for participation in the procedure in compliance with Art. 62 of PPL.

## SECTION XV. OTHER PROVISIONS

**101.** For any questions, related to carrying out the open procedure and preparation of Proposals by the Bidders, who are not specified in the documentation, the provisions of the Public Procurement Law shall be applied.

## SECTION XVI. APPENDICES

**Appendix No 1.** Investment Project for construction of **Maritza highway /A-1/ Orizovo – Kapitan Andreevo, section: Lot 2 Dimitrovgrad - Harmanli, from km 36<sup>+400</sup> to km 71<sup>+011,31</sup>**

1. Album 1/14 – Part Road
2. Album 2/14 – Part Road
3. Album 3/14 – Part Road
4. Album 4/14 – Part Big Facilities 1
5. Album 5/14 – Part Big Facilities 2
6. Album 6/14 – Part Big Facilities 3
7. Album 7/14 – Part Irrigation Fields
8. Album 8/14 – Part Irrigation Fields
9. Album 9/14 – Part Geology
10. Album 10/14 – Part Geology
11. Album 11/14 – Part Geodesy
12. Album 12/14 – Part Landscape design

13. Album 13/14 – Part Engineering Networks

14. Album 14/14 – Part Relocation of railroad section

**Appendix No 2.** „Technical specification of the Road Infrastructure Agency from 2009” in electronic variant;

**Appendix No 3.** Sample Proposal;

**Appendix No 4.** Sample Declaration for consent for participation in the public procurement as a Contractor;

**Appendix No 5.** Sample Technical Offer;

**Appendix No 5.1.** Sample linear timeschedule for execution of separate stages of construction;

**Appendix No 6.** Sample Price Offer.

**Appendix No 7.1.** Sample Declaration under Art. 47, para 1, s. 1 of Public Procurement Law;

**Appendix No 7.2.** Sample Declaration under Art. 47, para 1, s. 2 and 3 and para 2 of Public Procurement Law;

**Appendix No 7.3.** Sample Declaration under Art. 47, para 5 of Public Procurement Law;

**Appendix No 8.** Sample list of major contracts in compliance with Art. 4.1.2., 6.1.1.;

**Appendix No 8.1.** Sample list of major contracts in compliance with Art. 4.1.2. 6.1.1.;

**Appendix No 9.** Sample list of equipment for execution of the Public Procurement Contract, including the technical equipment for testing and commissioning, which will provide quality control on the performed construction – installation works;

**Appendix No 10.** Requirement of the Contracting Authority, related to the additional project design;

**Appendix No 11.** Sample list-declaration for the persons, who will perform the technical management of execution of construction, including providing the quality control for execution of the public procurement;

**Appendix No 11.1.** Sample Declaration for the persons under Art. 6.1.3.1;

**Appendix No 11.2.** Sample for labor and curriculum vitae information for the persons under Art. 6.1.3.1.

**Appendix No 12.** Sample declaration for number of workers and employees, who will participate in execution of the public procurement.

**Appendix No 13.** Sample declaration under Art. 56, para 1, s. 10 of Public Procurement Law;

**Appendix No 14.** Sample bank warranty for participation in the procedure.

**Appendix No 15.** Sample Performance Bond.

**Appendix No 16.** Draft Contract for Public Procurement.

**Appendix No 16.1** Sample agreement under the Law on Health and Safety at Work

**Appendix No 17.** Sample bank warranty for provisioning the advance payment under the contract.

**Appendix No 18.** Sample declaration under Art. 6.2. of the present documentation.

**Appendix No 19.** Sample declaration under Art. 9 from Internal rules for organizing and conducting public procurement procedures of Road Infrastructure Agency and the control on their execution.

**Appendix No 20** – Technical requirements for performing road signs and directional plates from reflective materials on electronic media.

**The documentation is approved by a Decision of the Management Board of RIA, recorded by Protocol ..... from .....2010 for opening a procedure for public procurement.**