

# **ROAD INFRASTRUCTURE AGENCY**

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

**For participation in an open procedure for public procurement under the title:  
SELECTION OF CONTRACTOR FOR ADDITIONAL DESIGN AND CONSTRUCTION  
OF SITE: “HEMUS” MOTORWAY, /A2/ SOFIA RING ROAD (SRR) – YANA ROAD  
JUNCTION, FROM KM 0+000 TO KM 8+460**

**Sofia, 2011**

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**SECTION I. DECISION FOR OPENING THE PROCEDURE FOR AWARD OF PUBLIC  
PROCUREMENT <sup>1</sup>**

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<sup>1</sup> Copy of decision is applied

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

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<sup>2</sup> Copy of the announcement is applied

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

1. The public procurement subject is completion of the design and construction of: Motorway: **“HEMUS” motorway, /A2/ Sofia ring road (SRR) – YANA road junction, from km 0+000 to km 8+460**

1.1. The construction site has the following characteristics:

### 1.1.1. Site description

The project includes «Hemus» motorway direct route, from Sofia Ring Road /km 0+000/ to Yana road junction at km 8+500, where it joint the existing motorway

The site’s beginning is at km 0+000, where Sofia Ring road crosses Botevgrad road, the motorway continues on a new terrain, an underground crossing at km 0+833 passes the motorway in the section between 1+700 and km 2+500. The motorway route passes a water hindrance and retention ponds, obtained as a result from yielding of significant quantities of inert materials in a section of concession for inert material yielding, valid till 2010 along “Hemus” motorway route in the section between km 1+700 and 2+500, crosses Lesnovska river at km 3+040, continues parallel to the tailings pond dyke near Chelopech, crosses the roads “Dolni Bogrov – Botunec” at km 4+080 and “Botunec – Gorni Bogrov” at km 6+809 and joints the already constructed part of “Hemus” motorway by “Yana” road junction at km 8+500

The technical project includes the following separate parts:

- “Road” part
  - direct road alignment from km 0+000 to km 8+500
  - road junction with I-6 road at km 1+454,37
  - reconstruction of road to the waste depot at km 1+990.84 with overpass above the motorway
  - reconstruction of road Dolni Bogrov – Botunec” at km 4+800 with an underpass
  - reconstruction of road “Botunec – Gorni Bogrov” at km 6+809.81 with an overpass above the motorway
  - ”Yana” road junction at km 8+500
  - General Bill of quantities – Appendix Y
  - BQs
  - Traffic organization
    - "Large Facilities" Part
      - underpass at km 0 +832
      - overpass at km 1+450;
      - overpass at km 1+990;
      - bridge over Lesnovska river at km 3+040;
      - underpass at km 4 +800
      - overpass at km 6+810;
      - bridge over a tailings pond at km 8+000
    - “Engineer networks” Part
      - " 20 kv transmission lines reconstruction;
      - "Reconstruction of TT and optic cables;
      - "Air hanging line /110 kv/ reconstruction „Metallurgy - Krivina” at km 1+638;
      - Water pipeline at km 7+160
      - Part Crossing the Derivation of Kremikovtzi Works sand main gas pipeline
    - “Geology” Part
    - ”Geodesy” Part

The main objective and subject of construction under the relevant parts is as follows:

➤ **“Road” part**

The work comprises the direct road alignment of “Hemus” motorway from the ring road – km 0+000 to “Yana” road junction and joining the existing motorway at km 8+500 and includes construction of two road junctions, reconstruction of the roads, crossing the motorway and construction of the corresponding underpasses and overpasses.

The road leveling conforms to the terrain conditions, provision of drainage as well as the necessary headroom at the intersections of roads with the motorway under construction.

Situational plans, longitudinal profiles, typical cross section, small facilities, drainage plan, all necessary tables with data and quantities for CAW (construction and assembly works), relevant to the site construction are presented.

➤ **“Geodesy” part**

Operating geodetic grounds and full geodetic project for alignment, including a register of the reference traverse points and leveling bench, traverse fixed datum, road alignment calculation in a plan, alignment data are submitted.

The additional survey of concession area around “Hemus” motorway, from km 1+700 to km 2+500 is submitted

➤ **“Geology” part**

A profound engineering-geologic survey has been made and presented in the report. The hydrogeology conditions are considered as favourable. The main drainage line is Lesnovska river. There is no danger of occurrence of physical – geological phenomena during the normal road construction and management

➤ **"Large Facilities" Part**

Six large facilities are designed for the project – at km 1+450; km 1+990; km 3+040; km 4+800; km 6+810; km 8+000. Each of their particular projects is presented in separate documentation with all drawings, quantities of CAW, needed for their execution.

The relevant statistical calculations are given for each of the facilities.

For facility - underpass at km 0 +832, data are given in Annex 10

➤ **“Landscaping” part”**

The project contains landscaping of the road slopes in embankment and ditch, as well as the easement belts on both sides of the motorway.

➤ **“Traffic organization” Part**

Traffic organization project is worked out in two parts: a project for signaling and marking with the permanent exploitation of the motorway and a project for temporary organization of traffic during the construction stage.

➤ **“Electric” Part**

Project for reconstruction of electric cables, affected by motorway construction is submitted

➤ **“Reconstruction of electric grid 20 kV ” Part**

The project includes reconstruction of the affected air hanging power lines 20 kV. The necessary drawings and detailed bills of quantity have also been submitted.

➤ **“Reconstruction of TT and OC cables" Part**

A project has been worked out for reconstruction of the TT and optic cables, affected by the motorway construction, with the necessary drawings and detailed bills of quantity.

➤ **“Reconstruction of air hanging line 110 kV " Part**

Permission is granted for reconstruction of the existing air hanging lines of 110 kV

➤ **“Reconstruction of water mains” part**

A project for reconstruction of the water pipelines, affected by the foreseen construction has been worked out, containing the necessary drawings and detailed bills of quantity.

➤ **”Gas pipeline crossing” Part**

A project for protection of the gas pipeline, crossed by the motorway route has been worked out in accordance with the norms and regulations in force

➤ **”Derivation” Part**

A project for reconstruction of the derivations, affected by the motorway route has been worked out, with the necessary drawings and detailed bills of quantity

➤ **“Health and safety plan” part**

The submitted project for “Health and safety plan” is worked out, observing the norms and regulations in force.

➤ **“General bill of quantity” part**

Quantities, necessary for the foreseen construction at the date of elaborating the design are submitted in this part.

During the project implementation, the following

**Technical characteristics**

shall be achieved

Length of the motorway section under construction – 8,460 km.

Designed speed                      V appr = 120 km /hour

Gauge – A29, including:

**2 x 11,50 m road lanes / 2x2 active traffic lanes – 9,00 m, 2x2 lanes for forced stop band – 2,50 m, middle dividing strip- 3,50 m and 2 stabilized road verges 1.25 m**

Traffic category                      very heavy

Road class                              motorway

Field conditions                      plain to low hilly terrain

Road junctions – with elements for Vnp = 50 km/h

Reconstruction of roads, crossing the motorway – with elements for Vnp = 50 km/h and 40 km/h

Construction of road pave:

- |  |           |
|--|-----------|
| -Compact asphalt-concrete /with polymer modified bitumen/- 4 cm      | E=1200MPa |
| - Loose asphalt-concrete /with polymer modified bitumen/ - 6 cm      | E=1000MPa |
| -Bituminized crushed stone - 18 cm                                   | E=800MPa  |
| -Road base of unsorted crushed stone - 42 cm                         | E=300MPa  |
| -Zone “A” crushed stone with material group A-1 – earth base – 50 cm |           |

There are technical projects from 1989 and 1990 for the site. “Patproekt” Ltd has worked out updated technical projects for road part, large facilities and engineer networks during 2006.

**1.1.2. Risks that may arise during the execution:**

Any risks that may arise during the implementation of the contract, except for risks, which this documentation or public procurement award contract expressly states to be borne by the Contracting Authority shall be borne by the Contractor and should be reported by the latter in preparing the offer and in no case this could be grounds for extending the term of the contract or increasing of its price

In all cases (including the cases as per 1.1.2.1-1.1.2.5 of this documentation), where in the documentation or in the contract for award of public procurement, it is stated that upon occurrence of certain risks, assigned in burden to the Contracting Authority, the term of execution on a certain stage is suspended running for the period of delay in the executing on such stage; the term of execution does not stop running, if the risk occurred only affects certain activities of the relevant stage and the Contractor can accelerate its work on other activities included in the appropriate stage, within the scope of the proposed price, including by transferring of members of its staff and equipment of the activities, affected by such delay in a way to allow the overall completion of stages within the period specified in the construction schedule. In order any doubt to be avoided, the suspension of the deadline for implementation of the stages does not change the deadline for implementing the other stages.

Regardless of whose burden the occurred risks are, the Contractor has no right to increase the contract price. If case additional works have to be done, such will be assigned under procedure, stipulated by the Public Procurement Act order.

It is expected during the execution of the contract, some of the following risks to occur

1.1.2.1. Risks, related to the discovery of archaeological finds along the construction site route.

No archaeological sites are known in the motorway easement.

Till commencement of construction (date of preparing and signing of Protocol, form 2a as per Ordinance No. 3 on permit to begin construction works and determining the level for the construction's main route) specialized investigation for searching of archaeological sites on the territory of the motorway route shall be carried out and in case of presence of archaeological sites, the necessary archaeological studies and concession actions shall be fulfilled.

In case after signing of Protocol, form 2a as per Ordinance No. 3 on permit to begin construction works and determining the level for the construction's main route it becomes necessary other additional archaeological studies out of the mentioned above to be carried out, the deadline for implementation of the corresponding stage stops running under the terms of item 1.1.2. for the period of construction's delay due to archaeological studies. The rights and obligations of the parties in case of archaeological finds discovery are stipulated in the contract for award of public procurement (Appendix 16).

**1.1.2.2.** Risks related to expropriation procedures and changes in land designation, as well as with the issuance of construction permit.

The public procurement procedures on expropriation and change of land designation are expected to be completed by the beginning of execution (date of preparing and signing of Protocol, form 2a as per Ordinance No. 3 on permit to begin construction works and determining the level for the construction's main route). By the commencement of the execution, a building permit shall be issued as well.

In case any of the procedures, stated in item 1.1.2.2. are not completed within the stated terms or in case if it becomes necessary other procedures under item 1.1.2.2., are to be carried out, the deadline for implementation of the corresponding stage stops running under the terms of item 1.1.2. for the period of construction's delay, as a result of such procedures.

1.1.2.3. All data concerning the geological conditions known to the Contracting Authority are shown in Appendix 1. In case the geological conditions actually differ from the geological conditions at the investigated locations (drill-holes, test pits, etc.), as shown in Appendix No. 1, and this fact has delayed the implementation of the contract, the period for implementation of the relevant stage stops running under the terms of item 1.1.2 for the period of construction's delay due to such discrepancies. In case additional works shall be necessary as a result from inaccurate data, stated in Appendix 1, the latter shall be done at the Contractor's expenses and shall be awarded under the Public Procurement Act (PPA) provisions.

All risks related to geological conditions beyond the ones in the investigated locations shall be borne by the Contractor and shall be at his own expenses and in no case could be grounds for increasing the price of the contract or extending its completion term.

1.1.2.4. Risks related to removal of existing elements of technical infrastructure  
All elements of the technical infrastructure to be moved and/or rebuilt by the Contractor during the construction and assembly works are specified in the investment project (Appendix 1). If the data for the elements of the technical infrastructure stated in Appendix 1, turn out to be inaccurate or incomplete, and this has delayed the implementation of the contract, the period for implementation of the relevant stage stops running under the terms of item 1.1.2 for the period of construction's delay due to such discrepancies.



In case additional works shall be necessary as a result from inaccurate or incomplete data on technical infrastructure networks stated in Appendix 1, the latter shall be done at the Contractor's expenses and shall be awarded under the Public Procurement Act (PPA) provisions.

#### 1.1.2.5. Risks related to errors or incompleteness in the investment project

Due to the fact that the presented updated technical project is created in 2006 and the submitted quantities refer to the design date, the Contractor is obliged to make a field study of the actual terrain's condition along the motorway alignment route, to estimate it and include it in the Bid Contract price.

The Contractor is obliged at his own expenses to find the technical solution, to work out a technical project and to estimate all construction costs for:

- underground crossing the motorway at km 0+833, **South local deviation of Hemus Motorway, starting at about 130 m. before the SHELL petrol station and connected to the motorway approximately at km 0+730, junction from this local deviation to the ring road, the ring road itself, road connection in North underneath the motorway and a North local deviation, ensuring two entries and an exit from the commercial area, located North from the motorway.**

- for getting over a water hindrance and retention ponds in the section between km 1+700 and km 2+500 along the motorway route as well as for the activities, stipulated under EIA.

Till the present moment there is a change in the terrain conditions from km 1+620 to 2+400, due to excavation works for inert materials yielding. The investigation and design works for the mentioned section are part of the procurement and shall be studied and reported by the Contractor during the Bid preparation and by no means shall be a grounds for increasing the contract terms or its price.

The Contractor shall at his own expenses correct all incompleteness and errors in the Investment project so that it reflects all the requirements of Bulgarian legislation. The Contractor may modify the investment project contained in Appendix 1, only in compliance with the requirements and limitations of the contract for award of public procurement, Appendix 2 (Technical specification), Appendix 10 (Assignment of additional design) and the Bulgarian legislation. The procedures for amending the investment project are described in the public procurement contract and in the Spatial planning act and other acts of Bulgarian legislation in the field of design and construction. Any amendment in the investment project shall be at the Contractor's expenses and it does not extend period for implementation, provided that the Contracting Authority fulfills its obligations related to evaluation procedures under the project proposal and the change in the building permit, stated in the contract. If the Contracting Authority is delayed in keeping its obligations referred to in the preceding sentence, the period for implementation of the relevant stage stops running under the terms of item 1.1.2 for the period of construction's delay due to this delay.

Notwithstanding of the above stated, any amendments in the investment project, due to changes in the Bulgarian legislation, occurred after the deadline for submitting the bids, shall be borne by the Contracting Authority and shall be awarded under the Public Procurement Act (PPA) order.

#### 1.1.2.6. Risks related to sharing of responsibilities between the Contracting Authority, Contractor and Consultant

Sharing of responsibilities between the Contracting Authority, Contractor and Consultant is defined in the contract for award of the public procurement.

**1.2.** The subject of the public procurement shall include the execution of the following activities:

**1.2.1.** Execution of construction and assembly works (CAW), stipulated in the investment project (Appendix No. 1) and its amendments and annexes, as well as additionally planned CAW, not intended in the submitted investment project. The additional planning shall be done in compliance with the present documentation, including Appendixes 2 and 10, and Bulgarian legislation. The requirements for the additional activities planning are stated in Appendix No. 10.

As a result of additional design, additional construction and assembly works may also be necessary.

Additional designing services are activities defined in the contract for award of public procurement and include:

- Contracting Authority's requirement for site construction at stages.
- Activities related to environmental protection, formulated in Decision for amendment and supplement of decision under Environmental Impact Assessment (EIA) №166-14/1996 dated 29.11.2010, an integral part of this documentation.
- Measures for reducing the adverse environmental impacts on the Nature 2000 territories, listed in Appendix 10.
- Working out of project design in stages: "Construction schemes" and "Technical project" for dealing with water hindrance and retention ponds, obtained as a result from yielding of significant quantities of inert materials in a section of concession for inert material yielding, valid till 2010 along "Hemus" motorway route in the section between km 1+700 and 2+500, underground crossing the motorway at km 0+833, described in Appendix 10

**1.2.2.** Delivery and using of appropriate products, meeting the technical specifications in the construction activities (construction materials, including asphalt mixtures, products, components, parts, kits, etc.);

**1.2.3.** Providing of land terrains for construction needs - for temporary construction, storage of materials and equipment in case the latter are outside of the territory, on which construction work is done;

**1.2.4.** Carrying out the necessary tests and laboratory examinations;

**1.2.5.** Drawing up of papers for construction documents and preparing of the executive construction documentation for the site;

**1.2.6.** Participation in the procedure for commissioning of the construction site;

**1.2.7.** Removal of faults found during the construction site's taking over and its commissioning.

**1.2.8.** Warranty maintenance of construction site, including remedy of defects, appeared during the warranty period, stipulated in the contract for award of the public procurement in accordance with the bid.

**1.2.9.** Implementation of the measures for information and publicity in conformity with Chapter XVII. „PLAN FOR PROVISION OF „MEASURES FOR INFORMATION AND PUBLICITY" of the Draft Contract.

- a/ Organization of an official ceremony „Inaugural laying of the corner stone”;
- b/ Organization of an official ceremony for official opening of the site;
- c/ Workmanship and assembly of information billboards for the time period of construction of the site;
- d/ Workmanship and assembly of permanent indicative signboards after the completion of the construction of the site.
- e/ Workmanship and dissemination of information materials
- f/ Media plan.
- g/ Procedure for commissioning of the construction.

**2.** The proposals in the bids shall be in compliance with the submitted investment project.

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

**3.** The following technical specifications shall be observed during construction activities:

**3.1.** The requirements of Technical specification of the "Road Infrastructure" National Agency 2009, applicable for the site, presented in Appendix No.2;

**3.2.** The investment project's technical prescriptions (Appendix No. 1), which define the requirements to the products, used in the construction and to implementation and acceptance of Construction and assembly Works (CAW), as well as the prescriptions arising from additional design.

**3.3.** The requirements for the scope and content of the project design or parts of the project design to be worked out by the public procurement Contractor, within the framework of the additional design are stated in Appendix No. 10.

**3.4.** The technical requirements for making the traffic signs and signboards in reflective materials, attached to the documentation, which are given in Appendix 20 to this documentation

**3.5.** The steel protective fences shall be worked out in accordance with БДС EN 1317.

**3.6.** Technical regulations for application of limitation systems for roads from National road network, given as Appendix 23 to the present documentation..

**3.7.** The requirements of Technical instruction №94-00-98/05.04.1999 shall be met during the design preparation:.

**3.8.** The following regulations and norms shall be complied with in facilities design:

- Norms for roads design, 2000.
- Contracting Authority technical specification
- Temporary Rules for design of concrete and reinforced concrete bridges, 1973 .
- Pilot foundations, design norms, "Construction and architecture bulletin, book 3, 1981 or DIN 4014
- Norms for design of buildings and facilities in earthquake zones., 2007
- Norms for design of supporting walls 1986.
- BDS 1050-76 "Non-fixed Loads for calculation of road bridges"

DIN 4227 for element of pre-stressed reinforced concrete

## **SECTION V. REQUIREMENTS AND EVIDENCE FOR THE ECONOMIC AND FINANCIAL STATUS AND TECHNICAL CAPABILITIES AND/OR QUALIFICATIONS OF TENDERERS IN THE PUBLIC PROCUREMENT**

**4.** Economic and financial status.

**4.1.** Tenderer in the procedure shall meet the following requirements for economic and financial status:

**4.1.1.** Access to its own financial resources, credit line or an equivalent financial instrument, to amount not less than 7 (seven) million BGN, as well as

**4.1.2.** earned incomes from construction contracts, similar to the subject matter of the public procurement (including new construction, reconstruction, overhaul, rehabilitation) of motorways and/or roads and/or streets with gauge not less than G 9<sup>3</sup>, including road facilities thereof and other road facilities with dimensions not less than 9 meters (excluding contracts for road accessories by virtue of § 1 of the Supplementary Provisions of the Roads Act), total for the last 3 fiscal (2008, 2009 and 2010) years, not less than 102 (one hundred and two) million BGN, excluding VAT

**4.2.** In evidence of their economic and financial status, the Tenderers shall submit the following documents:

**4.2.1.** certificate from the bank that has awarded investment grade by an Agency for External Credit Assessment, recognized by the Bulgarian National Bank pursuant to Art. 40, para. 2, item 2 of the Law on Credit Institutions, proving the availability of financial resources, as per item 4.1.1. The credit rating is stated in the certificate itself or other document issued by the bank or the credit agency. The certificate must establish incontestably that access to financial resources as per item 4.1.1 does not depend on any conditions (including those relating to the rules of the Bank for award), excluding the condition the participant to be chosen as contractor

**4.2.2.** certified copies of the components of the annual financial statements for the last 3 financial years / 2008, 2009 and 2010 /, when their publication is required by the laws of the State in which the Bidder is established. If under the law regulation in the State of the Bidder any of the

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<sup>3</sup> Gauge 9 m comprising 2x3,00 m of traffic lanes, 2x0,25 m guide belts and 2x1,25 m road verges

financial years has not yet been completed or the deadline for preparation of financial statements has not yet expired, the Bidder shall submit interim financial statements or uncertified annual financial statements, which content is confirmed by the signatures of the person producing the financial report and by a legal representative of the Bidder or a person expressly authorized by the legal representative with a power of attorney:

**4.2.2.1.** certified copy of the balance sheets for past 3 fiscal (2008, 2009 and 2010) years;

**4.2.2.2.** certified copy of the profit and loss accounts for past 3 fiscal (2008, 2009 and 2010) years;

**4.2.3.** information about the turnover from construction, similar to the subject of the contract (including new construction, reconstruction, overhaul, rehabilitation) of motorways and/or roads and/or streets with a gauge not less than G 9, and road facilities with gauge (dimension) not less than 9 meters (excluding road accessories by virtue of § 1 of the Supplementary Provisions of the Roads Act) for the past three fiscal years (2008, 2009 and 2010), depending on the date on which the Tenderer has been established or started operations. The information is provided on the blank of a completed Appendix 8. The execution of contracts, stated in Appendix 8 is proved by a recommendation from the Contracting Authority of under the relevant contract, certificate of completion, copy of the contract, together with the certificate for final payment or other document issued by a person different from the Tenderer, proving the contract's finalization;

**5.** In case of fair reasons the Tenderer may not provide the documents under item 4.2., required by the Contracting Authority, the Tenderer may prove its economic and financial status by any other document, considered by the Contracting Authority as appropriate. In case the Tenderer finds out that it can not prove its economic and financial status with the documents, listed in 4.2., he should make a request to the Contracting Authority, stating the available documents. Both the request and the answer shall be made under the provisions of Section IX.6.

**5.1.** When the Tenderer incorporates natural persons and legal entities, the criteria shall be covered in total by all members of the consortium.

**5.2.** The Tenderer may refer to previous projects, fulfilled by him as main contractor, including as a member of a consortium, but only within the limits of his own participation in this project<sup>4</sup>. The Tenderer may also refer to previous projects, in which he has participated as a sub-contractor, but only within the limits of the subject of the sub-contractor contract, and to the amount of the sub-contractor contract respectively.

**6.** Technical capabilities and qualifications.

**6.1.** Any Tenderer in the public procurement procedure shall meet the following requirements for technical capabilities and qualifications:

**6.1.1.** totally for the past 5 years /2006, 2007, 2008, 2009 and 2010/, he must have completed at least one contract for construction of motorways and/or roads and/or streets with road construction bearing capacity of 11.5 tons per axle, with a total length of at least 20 km, with an equivalent<sup>5</sup> gauge G 9 meters. (enough is one contract). If the participant is a group of individuals and legal entities, each member of the grouping must have fulfilled a contract / contracts for the construction of highways and / or roads and / or streets with bearing capacity of road construction from 11.5 tonnes per axle

The information in this section 6.1.1 is provided on the blank of a completed Appendix 8.1. The execution of contracts, stated in Appendix 8.1 is proved by a recommendation from the Contracting Authority of under the relevant contract, given in Appendix 8, certificate of completion, copy of the contract, together with the certificate for final payment or other document issued by a person different from the Tenderer, proving the contract's finalization;

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<sup>4</sup> For example, in case an consortium incorporating 2 entities, each of them having 50% participation in the project according to the consortium agreement, has built a road with total length of 10 km and value of 50 million BGN, any of the consortium members may declare for the needs of the present public procurement, 5 km from the road at the value of 25 million BGN to be built by him.

<sup>5</sup> It is calculated proportionally as the road gauge for the specific site is divided by 9 and multiplied by the length of the site .

**6.1.2.** it shall be able to provide equipment for the execution of the public procurement, including testing and examination, thereby ensuring quality control of completed construction and assembly works. This equipment shall be described in details in the offer (Appendix 9).

**6.1.3.** it shall have a team available for implementing the design and construction: persons to carry out technical management during construction, including quality control assurance (management team) and workers and employees (experts and competent technical staff).

**6.1.3.1.** The minimum members of management staff, responsible for the public procurement execution, possessing the following qualifications and professional experience shall be as follows:

Construction site manager shall have a master's degree in "road construction" or similar subject, if the degree was obtained in a country where no "road construction" subject exists, and he/she must have work experience in this subject more than 10 years and he/she shall have particular experience as a manager of similar projects (new construction and/or reconstruction and/or overhaul and/or rehabilitation of motorways, roads and streets with a gauge not less than G 9 /including road facilities thereof/) not less than 8 years.

Construction site deputy manager shall have a master's degree in "road construction" or similar subject, if the degree was obtained in a country where no "road construction" subject exists, and he/she must have work experience in this subject more than 10 years and he/she shall have particular experience as a manager of similar projects (new construction and/or reconstruction and/or overhaul and/or rehabilitation of motorways, roads and streets with a gauge not less than G 9 /including road facilities thereof/) not less than 5 years.

The minimum requirements for the design team members are as follows:

Team manager - master's degree in "road construction" or similar subject, if the degree was obtained in a country where no "road construction" subject exists, and he/she must have work experience in this subject more than 10(ten) years, at least 5(five) of them shall be particular experience in road and facilities projects' management.

Road engineer - master's degree in "road construction" or similar subject, if the degree was obtained in a country where no "road construction" subject exists, and he/she must have work experience in this subject more than 5(five) years, at least 3(three) of them shall be particular experience in road design sphere.

Designer - master's degree in "transport construction" or design engineer or similar subject, if the degree was obtained in a country where no above mentioned subject exists, and he/she must have work experience in this subject more than 5(five) years, at least 3(three) of them shall be particular experience in facilities design.

Geologist – master's degree – work experience in the subject more than 5 (five) years, at least 3 (three) of them shall be particular experience in linear objects' design.

Geodesist – master's degree – work experience in the subject more than 3 (three) years, at least 2 (two) of them shall be particular experience in linear objects' design.

The compliance with the requirements as per sub-items 6.1.3 and 6.1.3.1 shall be proved with appendixes 11, 11.1, 11.2 and 12.

Copies of diplomas and copies of records of service (or equivalent document showing employment or retirement length of service) shall be submitted for persons as per items 6.1.3.1, as well as other documents issued by third parties attesting to their qualifications.

Specific experience of the persons as per item 6.1.3.1 is proved by submitting a recommendation by any of the participants in the construction process (under the Spatial Planning Act) for each particular project, by third party or by person representing the company they have been working at the moment of the project implementation.

In cases whereupon the educational system of the Tenderer's graduation country does not have "master's degree", he/she shall prove that his/her educational degree corresponds to the "master's degree" according to Bulgarian legislation.

If an indication of the particular subject is missing in the educational system of the educational institution issued the diploma, the copy of the diploma should be provided with the sheets, stating the studied subjects.

**6.2.** Should a Tenderer – a foreign person/entity, has indicated in his bid (Appendix 12) that the public procurement shall be executed with a number of workers and employees, whose nationality is not one of the European Union member-states or a state – member of the European Economic Area or the Swiss Confederation, he shall submit a declaration form - Appendix No. 18, stating that he shall, at his own risk provide visas, residence permits and work permits for the stated number of workers and employees, as required by the Bulgarian legislation.

**6.3.** A document for implemented quality management system, certified under international quality standard (ISO or equivalent, including a separate Environmental certificate, such as ISO 14001:2004 or equivalent) or another form containing the same or better conditions for the Principal; This requirement shall be proved by documents establishing compliance with appropriate standards;

**6.4.** All declarations and lists, constituent part of the Tenderer's bid shall be signed by a legal representative of the Tenderer or by a person duly authorized by the legal representative, with a notarized power of attorney except for:

a) Appendix 7.1, 7.3, 11.1 and 11.2, which are signed by the individual to whom they concern in person with no authorization option.

b) Appendix 7.2., which is signed by legal representative only, with no authorization option.

**7.** The Tenderer may submit a certificate of registration in any official list of approved business entities of the European Union member-states. In such a case, the Tenderer shall not be expelled from the procedure of award of public procurement on the grounds of not submitting any of the documents as per item 4.2, item 6.1.1-6.1.2 and item 6.3., provided that the above circumstance is evidenced by the submitted certificate.

**8.** Any Tenderer may use resources of one or more different natural persons or legal entities (third party) during the public procurement execution, provided it proves to have these resources at its disposal.

**8.1.** The terms in item 8 shall also apply where a Tenderer in the public procurement procedure is a group of natural persons and/or legal entities;

**9.** The Commission will assume that the Tenderer will have at its disposal the third party resources, if he submits contracts or other documents, admissible by the legislation of the state, where they have been concluded, unconditionally ascertaining that the documents submitted are binding for the period of the contracts' execution.

**9a.** No Tenderer may rely on subcontractors and third parties to fulfill the qualification criteria as per items 4.1.1., 4.1.2, .6.1.1., 6.1.3.1 and 6.3. Recruitment of persons as per item 6.1.3.1 under a labour or civil employment agreement is not considered as using the third party resources.

## **SECTION VI. CIRCUMSTANCES, THE PRESENCE OF WHICH IS GROUNDS FOR EXCLUSION OF TENDERERS AND DOCUMENTS VERIFYING THEIR NON-EXISTANCE**

**VI.1. Circumstances as per Article 47, paragraph 1, 2 and 5 of the Public Procurement Act /PPA/, the presence of which is grounds for exclusion of the Tenderers.**

**10.** Any Tenderer, for which any of the below circumstances as per Article 47, paragraph 1 and 2 of the Public Procurement Act /PPA/ are a fact, shall be excluded from the procedure:

**10.1.** has been convicted by an effective sentence, unless rehabilitated, for:

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

b) bribery under Article 301 to 307 of the Penal Code;

c) participation in a criminal organization under Article 321 and 321a of the Penal Code;

d) a criminal offence against property under Article 194 to 217 of the Penal Code;

e) a criminal offence against the economy under Article 219 to 252 of the Penal Code;<sup>6</sup>

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<sup>6</sup> Art. 47, para. 1, i. 1 PPA.

**10.2.** has been declared bankrupt <sup>7</sup>;

**10.3.** is in a legal procedure of insolvency or in similar procedure according to the national law and subordinate legislation<sup>8</sup>;

**10.4.** is the subject of pending proceedings for a declaration of bankruptcy or has reached an out-of-court agreement with the creditors thereof within the meaning given by Article 740 of the Commerce Act, and in the cases where the Tenderer is a foreign person, is in a similar procedure under the national laws and subordinate legislation, including where the activities thereof are under administration by the court or Tenderer has suspended business activities.<sup>9</sup>;

**10.5.** is deprived of rights to practice a particular profession or activity according to the legislation of the country where the violation has been committed <sup>10</sup>;

**10.6.** that has incurred any pecuniary obligations to the State or to a municipality within the meaning given in Article 162 (2) of the Tax-Insurance Procedure Code, established by an effective act of a competent authority, save as where a rescheduling or deferral of the said obligations has been allowed, or has not fulfilled any obligations relating to the payment of social security contributions or of taxes, in accordance with the legal provisions of the country in which the Tenderer is established <sup>11</sup>.

**11.** The requirements as per i. 10.1 and i. 10.5 are applied as follows:

**11.1.** in case of partnership – for persons as per art. 84, para. 1 and art. 89, para. 1 from the Commerce act;

**11.2.** in case of limited liability partnership – for persons as per art. 105 from the Commerce act, excluding the limited liability partners;

**11.3.** in case of limited liability company – for persons as per art. 141, para. 2 from the Commerce act, and in case of single person limited liability – for persons as per art. 147, para. 1 from the Commerce act;

**11.4.** in case of joint-stock company – for authorized persons as per art. 235, para. 2 from the Commerce act, and in case no authority is granted – for persons as per art. 235, para. 1 from the Commerce act;

**11.5.** in case of limited liability partnership with shares – for persons as per art. 244, para. 4 from the Commerce act;

**11.6.** in the rest of the cases, including foreign persons – persons, representing the Candidate or Tenderer.

**11.7.** in cases as per item 11.1 – 11.6 – for procurators as well, if any; in case the foreign entity has more than one procurators, the declaration is submitted solely by the procurator, whose representative power is valid for the territory of the Republic of Bulgaria.

**12.** Any foreign natural or legal person, where to any of the circumstances covered under Article 47 (1) and (2), stated in item 10<sup>12</sup> applies in the country where the said person is established, shall be ineligible for participation in a public procurement award procedure.

**13.** Tenderers shall be ineligible for participation in a public procurement award procedure if:

**13.1.** persons, covered by i.11 are related persons within the meaning of § 1, i. 1 from the supplementary provisions of the Law on preventing and disclosure of conflict of interest with the Contracting Authority or high-ranked officials in its organization;

**13.2.** has signed a contract with a person under art. 21 or 22 of the Law on preventing and disclosure of conflict of interest <sup>13</sup>.

**14.** When the Tenderer is a consortium or anticipates sub-contractors for the public procurement execution, the requirements of art. 47, para. 1, 2 and 5 from PPA, listed in item 10

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<sup>7</sup> Art. 47, para. 1, i. 2 PPA.

<sup>8</sup> Art. 47, para. 1, i. 3 PPA.

<sup>9</sup> Art. 47, para. 2, i. 1 PPA.

<sup>10</sup> Art. 47, para. 2, i. 2 PPA.

<sup>11</sup> Art. 47, para. 2, i. 3 PPA.

<sup>12</sup> Art. 48, para. 1 PPA.

<sup>13</sup> Art. 47, para. 5 PPA.

and the requirements of item 13, are applied to all consortium members and the sub-contractors respectively; the requirements are applied considering the type of share of their participation.

**VI.2. Documents, verifying the non-existence of circumstances as per art. 47, para. 1, 2 and 5 from PPA.**

15. Upon presenting the offer, the Tenderer verifies the non-existence of circumstances as per item 10 and item 13 by means of declaration in compliance with Appendices № № 7.1, 7.2 and 7.3.

16. The non-existence of circumstances as per no item 10.1, 10.5 and item 13.1 shall be verified with autographically signed declaration by each of persons as per item 11.

**VI.3. Other circumstances, the existence of which is grounds for exclusion of the Tenderers.**

17. The bid is not drawn in Bulgarian language and the attached documents do not meet the requirements of Art.56, para. 4 of the Public Procurement Act.

18. The Tenderer does not meet a requirement as per item 4, item 6. and item 8 of this documentation.

18a. Participation Guarantee is not submitted in original and/or the submitted participation guarantee does not bear the Tenderer's name<sup>14</sup>.

18b. The submitted offer does not meet the requirements of paragraph 68 of this documentation.

19. A document for establishing of consortium/corporation is not presented, in case the participation in the procedure is under such form.

20. Documents for participating in the procedure have not been bought, documents' purchase is verified by attaching a copy of the document (invoice).

21. In all other cases, where any of the required documents by Contracting Authority has not been submitted and/or there are blank or doubtful data in the requested reports and appendices, provided there problems shall not be solved by the Tenderer under the stipulations of art. 68, para.8 of PPA. The option for elimination of violations under art. 68, para. 8 of PPA shall be applied for violations under items 18, 18a, 19 and 20

22. The proposed period of procurement's execution is longer than 25 (twenty five) months, which is the maximum term for completion of the public procurement..

22a. Construction schedule does not comply with the requirements of i. 27.11.1

**SECTION VII. CRITERIA FOR EVALUATION OF TENDER BIDS**

23. Evaluation of the bids shall be carried out by the "lowest price" criterion.

24. Ranking of Tenderers is carried out in descending order, the bidder ranked first is the one, offered the lowest price. In case of same price, ranking shall be determined by lot, conducted by the Commission in the presence of a notary and Tenderers.

25. The Tenderer ranked first by the Commission is determined as the public procurement contractor. In case of withdrawal of the Tenderer, ranked first, to conclude the contract for the public procurement execution, the Contracting Authority may terminate the public procurement procedure or to specify as contractor the second ranked Tendered and to sign the contract with him.

**SECTION VIII. CONTENTS OF THE BID**

26. The bid and its Appendixes shall be prepared in compliance with the form blanks, submitted in the documentation.

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<sup>14</sup> In case the Tenderer is a consortium, the guarantee may be presented by the consortium or by its member in accordance with the consortium contract.



**27.** Each bid shall comprise:

**27.1.** List of documents contained in the offer, signed by the Tenderer.

**27.2.** Verified copy of registration document for a Tenderer, not stated its unique identification code in accordance with art. 23 of the Commercial Register Act, and if the Tenderer is natural person - identity document. When a Tenderer in the procedure is a foreign natural person or legal entity or a consortium of the above, the document is submitted officially translated in Bulgarian language<sup>15</sup> as well.

**27.3.** Participation Guarantee in original. In case the guarantee is a bank guarantee, the latter shall be as per Appendix № 14; or another form containing the same or better conditions for the Contracting Authority;

**27.4.** A copy of the document (invoice) for purchased documentation.

**27.5.** Evidence of economic and financial status in accordance with item 4.2 (including the completed Appendix 8);

**27.6.** Evidence of technical capacity and/or qualification as per items 6.1.1, 6.1.2, 6.1.3, 6.1.3.1, and 6.3 (including completed Appendixes 8.1., 9, 11, 11.1, 11.2 and 12). For persons as per item 6.1.3.1, copies of diplomas and copies of work-record books (or equivalent document showing employment or retirement length of service) shall be submitted, as well as other documents issued by third parties attesting to qualifications and experience of the proposed persons.

**27.7.** Declarations for non-existence of the circumstances as per art.47, para 1, 2 and 5 of the Public Procurement Act (PPA), as per Appendixes No. No. 7.1, 7.2 and 7.3. Declarations shall be submitted signed with person's own hand for each party as per art. 47, para. 4 of the Public Procurement Act (item 11 of this documentation), as well as the parties as per art. 47, para. 5 (item 13.1) of this documentation, depending on the legal form of the Tenderer;

**27.8.** Information about sub-contractors, which include:

**27.8.1.** List of sub-contractors who will participate in the public procurement execution, if such are provided for. The list is included in the completed tender form - Appendix No. 3, and it contains the sub-contractors name, types of Construction and Assembly Works (CAW) or the activities they will perform and share their participation (percentage of the total contract price).

**27.8.2.** Declaration from each of the sub-contractors regarding their agreement to participate in the public procurement execution in accordance with Appendix No. 4;

**27.9.** Notarized power of attorney of the person, representing the Tenderer in the public procurement procedure (original). Power of attorney shall be submitted when:

**27.9.1.** The Tenderer is a consortium, which is not a legal entity; in these cases the person representing the Tenderer should be authorized by all Tenderers in the consortium, in accordance with items 32 and 33;

**27.9.2.** The bid or parts thereof have not been signed by the managing body, representing the Tenderer according to its current registration

**27.10.** Time for the procurement execution – stated in the Technical bid (Appendix № 5);

**27.11.** Technical bid – shall be prepared as shown in Appendix No. 5, upon observance of the requirements of technical specification requirements to the offer and procurement's terms and conditions. An integral part of the technical bid shall be:

**27.11.1.** Construction Schedule (linear), including the different stages, containing a description of the sequence and time duration of all activities, covered by the additional design scope and construction and assembly works for the overall completion of construction, with a clear indication of the critical path. The schedule should clearly state that all activities under the additional design and CAW will be completed within the final term of the contract, proposed by Tenderer, which may not be longer than 22 months, considered from Protocol 2a drawing up. The schedule shall be prepared in the form of Appendix 5.1. In the event of contradiction between the different parts of the schedule, the Contracting Authority will assume as prevailing the information, stated in columns "Starting of the Stage in days, taken from Protocol 2a" and "Ending

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<sup>15</sup> Official translation shall mean a translation, done by a translator in contractual relations with the Ministry of Foreign Affairs for legalized translations.

stage in days”, taken from Protocol 2a. The construction works shall be divided into stages as proposed in the tender bid of the Contractor, which should meet the following requirements:

- a separate stage for implementation of information and publicity measures shall be indicated in compliance with XVII from the contract for award of public procurement, amounting exactly 100 000 (one hundred thousand) BGN, VAT excluded **With regard to the stage for implementation of the measures for information and publicity in Appendix 5.1. solely the column kind of activity will be filled up and no filling up of the column percentage of the value of the Project will be allowed for;**

- The column „Utilization of funds /in percentages/ from the value of the Project” in Annex 5.1. will be filled up for all the stages, **with the exception of the stage for the implementation of the measures for information and publicity.** The percentage will be calculated with regard to the price for execution of the contract, reduced by 100 000 (a hundred thousand) BGN (i.e. by the value of the stage for implementation of the measures for information and publicity). For instance, if the price for execution of the Contract is 100 100 000 (a hundred million a hundred thousand) BGN, for the purposes of Appendix 5.1. the stages (with the exception of the stage for the implementation of the measures for awareness and publicity) will be calculated as a percentage not of those 100 100 000 (a hundred million a hundred thousand), but solely of 100 000 000 (a hundred million). This rule will be applied solely for the purposes of filling up Appendix 5.1 with a view to avoiding the disclosure of the price for the execution of the Contract at the stage of review of the technical proposals.

- the value of each stage, except the stage for implementation of information and publicity measures and the last four, shall be not less than two (2) % and more than 5 (five) % of the total price of the contract;

- the value of each of the last four stages shall not be less than 10 (ten) % of the total price of the contract;

- the stages shall be stated as consecutive in time, whereas the stage referred to with a previous number shall end before the stage indicated with a subsequent number. This requirement does not apply to the stage for implementation of information and publicity measures.

- The schedule should be conformed to the decision under EIA of the Ministry of Environment and Waters of **29.11.2010r**

- stages’ distribution shall be made in a way to show and ensure the following:

- a. by the end of the 50th day following the date of drafting and signing of Protocol form № 2a under Ordinance № 3 for permit to begin construction works and determining the level for either part of construction site, earthworks shall be commenced;

- b. by the end of the 8th month following the date of drafting and signing of Protocol form № 2a, 30% of earthworks and 25% of concrete works shall be completed, 15% of loose mineral materials shall be laid and compacted; they comprise finishing of zone A – 50 cm to the earth bed and a foundation of crumbled stones with permanent grain size from the road surface construction;

- c. by the end of the 15<sup>th</sup> month following the date of drafting and signing of Protocol form № 2a, 90% of earthworks and 80% of concrete works, 60% of crumbled stone with permanent grain size and 40% of bituminized ballast layer shall be completed, 70% of loose mineral materials shall be laid and compacted; they comprise finishing of zone A – 50 cm to the earth bed and a foundation of crumbled stones with permanent grain size from the road surface construction;

- the organization and preparation of activities, falling within the scope of additional design and construction and assembly works may not be defined in a separate stage

**27.12.** Price bid (offered price) for execution of the public procurement (in original) according to Appendix No.6. This document must be obligatory put in separate sealed opaque envelope, bearing a note "Offered Price", placed in the envelope with the bid. The total final price and the price of the corresponding stages are indicated in Appendix No. 6, as prevailing during the ranking is the final price. Appendix No. 6 is filled down in accordance with the instructions specified therein.

**27.13.** Declaration that the offered price has met the requirement for a minimum labour costs (according to the form in Appendix No. 13).

**27.14.** Declaration as per item 6.2.. (according to the form in Appendix № 18), if applicable;

**27.15.** Declaration as per art. 9 of the "Road Infrastructure" Agency Internal Organization Rules for conducting public procurement procedures and for monitoring their execution (according to the form in Appendix No. 19).

**27.16.** Draft contract in accordance with the form in Appendix № 16, signed by the Tenderer. The Tenderer shall fill down his identifications only; the contract price as well as separate stages prices is not filled in the draft contract.

**27.17.** Declaration for jointly responsibility (according to App.21), when the Tenderer is a consortium of natural person and legal entity. The declaration shall be submitted from each member.

**28.** Where a Tenderer in the public procurement procedure is a consortium, which is not a legal entity, an original or a notary verified copy of the document for the consortium establishment shall be submitted with the bid. This document shall in unconditional way verify that the consortium members are jointly responsible for participation in the public procurement and for period of the contract implementation. In case of consortium, which is not a legal entity, the documents as per item 27.2, item 27.5 (regarding 4.2.2., 4.2.3. and 4.2.4 only and, where applicable and 4.2.1.) item 27.6 (regarding 6.1.1. and 6.3.) item 27.7, item 27.13 and, if applicable, item 27.14, shall be submitted by any natural person or legal entity, members of the consortium.

**29.** Each sub-contractor shall submit the documents under item 27.2, item 27.5 (regarding 4.2.2., 4.2.3. and 4.2.4 only), item 27.6 (regarding 6.3.) item 27.7, item 27.13 and, if applicable, section 27.14 in accordance with the type and share of his participation.

**30.** When a Tenderer in the procedure is a foreign legal entity or a consortium of foreign legal entities, the bid and the attached documents shall meet the requirements of art. 56, para. 4 of the Public Procurement Act.

**31.** Provided it is stated that any of the mentioned documents may be submitted as “verified copy”, the document is considered as such, if the copy has the following features:

**31.1.** « True copy of the original »;

**31.2.** Name and family name of the person verified the document;

**31.3.** verification date;

**31.4.** hand signature of the person, endorsed in blue colour under the verification.

**32.** The power of attorney as per item. 27.9 shall contain all data for the parties (proxy/authorized person/ and principal), as well as an explicit statement that the authorized person is entitled to sign the bid and to represent the Tenderer in the procedure.

**33.** No power of attorney is submitted for a Tenderer in the procedure, in case it is a consortium and not a legal entity, if the consortium’s articles of association have appointed him to represent the consortium.

**34.** If the UIC /unified identity code/ is specified, the Tenderer is entitled to refer to art. 23, para. 4 of the Commercial Register Act and not to provide evidence of circumstances listed in the commercial register and not to present acts, already reported in the commercial register. In these cases, the list of documents indicates "Not applicable according to art. 23, para. 4 of the Commercial Register Act”

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

**35.1.** Legalization of all official documents, issued in foreign countries is required, including the registration certificate of the Tenderer, notarized documents, etc. The legalization requirement under the preceding sentence shall not apply to documents issued in countries - parties by the Convention on elimination of the requirement for legalization of foreign public acts, which is enough to have an Apostille to be placed on. The text of the Convention and the list of member-states could be found on Internet address: <http://www.hcch.net/e/conventions/menu12e.html><sup>16</sup>

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<sup>16</sup> Item 35.1 refers to the legalization of documents, i.e. certification that the official document is issued by a competent authority in the relevant jurisdiction. When the document is issued by a State, party by the Convention on eliminating the requirement of legalization for foreign public documents, the document, it is enough to be fitted with an Apostille. On the other hand, item 35.2 refers not to the legalization (or supplying with Apostille) of the document

**35.2.** All documents in a foreign language shall go together with translation in Bulgarian. The translation of the certificate of registration of the Tenderer should be legalized<sup>17</sup>.

## **SECTION IX. INSTRUCTIONS TO STAKEHOLDERS AND TENDERERS IN THE PUBLIC PROCUREMENT PROCEDURE**

### **IX.1. General Instructions**

**36.** Any person may review and/or purchase this public procurement documentation, hereinafter referred to as "documentation", together with the appendixes – constituting its integral part.

**37.** In the open procedure for awarding of public procurement contract, any Bulgarian or foreign physical person or legal entity, or a consortium of such persons/entities<sup>18</sup>, purchased the documentation may submit a bid ”.

**38.** Submission of bid means that the Tenderer:

a) is acquainted and unconditionally accepts all of the terms and conditions in the documentation;

б) unconditionally accepts the provisions of the draft contract for the public procurement execution;

в) has carried out the relevant studies, analyses and investigation of the construction site, necessary for the bid preparation.

### **IX.2. Limiting the number of tender bids**

**39.** Each Tenderer is entitled to submit a single bid.

**40.** The bid shall not be submitted in different versions. No versions of proposals for construction and assembly works, different from the provided Investment project shall be admitted.

### **IX.3. Costs related to participation in the procedure**

**41.** All costs related to participation in open procedure for the award of public procurement, including costs related to studies and providing an evidence of the public procurement shall be fully borne by the stakeholders, respectively by the Tenderers.

### **IX.4. Restriction of certain actions**

**42.** By concluding the procedure for awarding of a public procurement, no exchange of information on matters related to its carrying out is allowed, except as stipulated under the provisions of the Public Procurement Act (PPA) and in the documentation between the stakeholder, Tenderer, or their representatives and:

a) authorities and officials of the “Road Infrastructure” Agency administration (RIA), related to conducting of the public procurement procedure;

b) authorities, officials, consultants and experts which have participated in the drafting and acceptance of the bidding documentation.

**43.** Authorities, officials, consultants and experts involved in conducting the public procurement procedure have no right to reveal information about their actions on or regarding the open procedure, except in cases and under the stipulations of the documentation.

**44.** Publication of notice for the procedure for award of public procurement in mass media in the country or abroad, as well as via Internet is not a violation of the requirements, set in item 43, provided it is done after the promulgation of the notice for the open procedure on the Internet site of “State Gazette” and in the “Official Journal” of the European Union, hereinafter called "the notice".

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but to the legalization of translation itself in the Ministry of Foreign Affairs, i.e. to certification of the signature of the interpreter itself Certifications and Legalization of the “Consular Relations” Directorate of the Ministry of Foreign Affairs.

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

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

### **IX.5. Exchange of information for conducting the public procurement procedure between the Contracting Authority and the stakeholders and the Tenderers in the public procurement procedure**

45. The public procurement Contracting Authority shall notify each part, purchased documentation, each Tenderer respectively, of any of its decisions, having regard to its participation in the public procurement procedure.

46. The exchange of information between the Contracting Authority and the stakeholders/Tenderers, including the notification as per item 50 shall be in writing, in Bulgarian language and done by means of:

- a) handing personally, against signature, or
- b) electronically at the e-mail addresses, specified by the Contracting authority or stakeholders/tenderers or
- c) by fax, to the numbers, specified by the Contracting authority or stakeholders/tenderers;
- d) by mail – registered letter with acknowledgment of receipt, sent to the address, stated by the stakeholders/tenderers;
- e) by combination of means under items „a”-„d”.

47. The exchange of information by handing it personally, against signature is done by the Contracting authority via the contact persons, stated in item 1 in the notice). The information is received by the stakeholder/tenderer via contact persons, stated during the purchasing of documentation and in the tenderer’s bid respectively.

48. Upon notification by electronic mail or fax notification, it is considered as valid, if it is sent to the addresses in accordance with item 46 and an automatically generated message confirming the sending is received.

49. In the event of changing the indicated correspondence address and fax, the persons, bought the documentation and the tenderers are obliged to duly inform the Contracting authority within 24 hours term.

50. Correspondence address or fax, stated incorrectly or failing to inform the Contracting authority about any change of the correspondence address or fax, releases the Contracting authority from responsibility for incorrect sending of notices or information.

51. The exchange and keeping of information in the course of conducting the public procurement procedure is done in a manner that ensures integrity, authenticity and confidentiality of information.

52. When submitting its bid, the Tenderer may indicate which part of it is confidential and may require from the Contracting Authority not to disclose such confidential information. The Contracting Authority has no right not disclose information provided by Tenderers and designated by them as confidential in terms of technical or commercial secret, except for in the cases as per:

52.1. art. 44 of PPA regarding the Contracting authority obligation to send the information about the concluded contract to the Public Procurement register;

52.2. art. 73, para. 4 and 5 of PPA, when should a tenderer request so in writing, the Contracting authority shall be obligated to afford the said tenderer access to the memorandum to submit a copy of the memorandum.. In such case the contracting authority shall make efforts and refuse access to some of the data contained in the memorandum where disclosure of the said data conflicts with a statutory instrument or prevents, restricts or distorts competition.

53. The Contracting authority shall provide documentation for participation to stakeholders against payment of the price, indicated in the notice on paper and electronic carrier. Any person may review the contents of documents at site, via the contact person, stated in the notice.

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

54. Upon request from the stakeholder, The Contracting authority is obliged to submit clarifications and additional information, concerning the documentation, conducting the public procurement or technical specifications;

55. Requests for clarification or additional information shall be made not later than 10 days prior the deadline for submission of the bids by each stakeholder - in person or by an authorized person or by bearer of power of attorney.

56. Clarifications or additional information shall be sent or handed by the Contracting authority to all parties, purchased the documentation, within four days of the request receipt and apply to the documentation to be purchased by other stakeholders.

57. The person, requested the clarification or additional information is not indicated in them..

#### **IX.7. Bids receiving, opening, review and evaluation**

58. Tender bids are received in the RIA Registrar in Sofia, № 3 “Macedonia” blvd. every working day from 10.00 to 12.00 and from 14.00 to 17 .00....., inclusive.

59. Tender bids shall be opened, reviewed, evaluated and ranked by commission, starting its work on 17.06.2011. from 12:30 /date and time/ at RIA premises. The date referred to in this item may be altered by the Contracting Authority, and the Tenderers shall be notified in writing about the change

60. The Commission opens the envelopes with the tender bids, in order of their submission thereof and in compliance with the requirements of art. 68 para. 4 and 5 of PPA. These actions of the Commission are public, and all Tenderers in the public procurement procedure or their authorized representatives, as well as representatives of mass media and non-profit legal entities are entitled to attend the actions.

61. Price bids shall be opened and announced at a place and time, each tenderer shall be notified for in writing.

62. Each tenderer shall be notified about the results of the evaluation of the bid he has submitted, with the decision for selection of contractor as per item 81.

63. For further information and questions, please, contact the administration of “Road Infrastructure” Agency (RIA), addressing to the persons mentioned in the notice.

#### **SECTION X. SUBMISSION AND ACCEPTANCE OF THE TENDER BIDS**

64. For its participation in the public procurement procedure, the Tenderer shall prepare and submit a bid, which shall fully comply with the requirements and the instructions of this documentation.

65. The tender bid shall be submitted to the address specified in the public procurement notice, not later the time and date, stated in the notice as the term for receipt of the tender bids.

66. The tender bid shall be submitted sealed in an opaque envelope by the tenderer or by an authorized representative thereof, in person or by registered mail with acknowledgment of delivery. On the said envelope, the tenderer shall write “Tender Bid”, indicate the public procurement title, correspondence address, contact person, a telephone number and, if possible, a facsimile number and an electronic mail address.

66.1. The envelope as per item 66 contains 5 sealed opaque envelopes, labeled as follows:

1. envelope № 1 labeled "Selection documents", where the documents, required by the Contracting authority in accordance with i.27.1 to 27.9 and 27.13.-29, referring the criteria for selection of tenderers and candidates are placed.

2. envelope № 2 labeled "Proposal for public procurement execution", where the documents, related to the procurement execution as per i. 27.10, 27.11 and 27.11.1. are placed.

3. envelope № 3 c labeled "Proposed price", containing the price proposal of the tenderer as per i. 27.12

Envelope № 1 labeled " Selection documents " and envelope № 2 labeled " Proposal for public procurement execution " shall be submitted in two copies, one of them – original, the other – a copy, marked as: “Original” and “Copy”.

66.2. In case of non conformity between the “Original” and “Copy” the “Original” is assumed as true.

66.3. All pages in the bid shall be signed, stamped and numbered. Where in the envelope marked "Original" no original documents are attached, “Verified as a true copy of the original” shall be written down, and be signed and stamped accordingly, and in the “COPY” envelope, all pages shall be verified by the text “Verified as a true copy of the original”.

66.4. For each document in the list of documents, the page where it could be found the bid shall be indicated, For example:

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

67. The tenderer shall submit his bid on paper and on electronic carrier, including all documents attached to the offer scanned /after signature, stamp and numbering of pages/. Samples and other evidences only, not available on paper and demonstrating the quality, that shall be obtained upon the public procurement or proving the tenderer capacities shall not be submitted on electronic carrier. In case of difference in the contents of the offer on paper and electronic carrier, the paper carrier shall be considered as valid.

68. The price bid, prepared according to the form in Appendix No. 6, shall be submitted in original only, in a separate sealed opaque envelope, marked with "Proposed Price" placed itself in the envelope with the tender bid.

69. The tender validity period<sup>19</sup> shall be not less that 120 (a hundred and twenty) calendar days, following the date, indicated in the notice as the term for receiving the tender bids.

70. The tender bid shall be submitted in Bulgarian and the document attached shall meet the requirements of art. 56, para. 4 of the PPA.

71. Upon acceptance of the offer, the envelope is marked with the serial number, date and time of receipt. The data are recorded in the incoming registry, and document of receipt will be issued to the bearer of the document.

72. If the tenderer sends the bid by registered mail or courier service, all related costs are borne by the tenderer. In such a case, he shall send the offer in a way to ensure its receipt by the Contracting authority, prior to expiring of the term for receipt of the tender bids. Any risk of delay or loss of the bid shall be for the tenderer.

73. The Contracting authority is not engaged in cooperation with transferring the tender bid to the address and within the stipulated time. The tenderer may not require from Contracting authority assistance as for consignment customs clearance, receipt on demand in the post office or likewise.

74. By the time limit for submission of the tender bids, each tenderer in the public procurement procedure may change, supplement or withdraw its offer. Withdrawal of an offer terminates the further participation of the tenderer in the public procurement procedure unless it submits a new offer within the term specified. Any supplement and amendment in the bid shall meet the requirements and conditions for submitting of the original one, and the envelope shall be marked with a text “Bid supplement/amendment (with reference number)”

75. Following the time limit for submission of the tender bids, the tenderers may not withdraw or modify their bid.

## **SECTION XI. REVIEW, EVALUATION AND RANKING OF THE TENDER BIDS**

76. If no bids are received, the Contracting authority may extend the time limit not more than 30 (thirty) days or terminate the public procurement procedure with a reasoned.

77. The contracting authority shall be obligated to extend the time limit for receipt of tenders by up to thirty days where the time limit as initially fixed is insufficient owing to:

77.1. on-the-spot inspection of documents supporting the contract documents;

77.2. visit to the site of execution.

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<sup>19</sup> The period of tender validity is defined in art. 58, para. 1 of PPA as „, the period during which the tenderers shall be bound by the terms of the tenders thereby submitted”.

**78.** In the process of conducting the public procurement procedure, tenderers are required to notify the Contracting authority of any changes in the circumstances declared by them within 7 days of their occurrence.

**79.** In order to conduct the public procurement procedure, the Contracting authority appoints a Commission with a written ordinance. Commission shall be appointed after the time limit for submission of tenders. Commission members and consultants submit to the Contracting Authority declarations under art. 35, para. 3 of the Public Procurement Act.

**80.** The Commission shall review the tender bids under the following order:

**80.1** The commission shall open the envelopes in the order of submission thereof and shall check the availability of five separate envelopes (three originals and two copies); after that at least three of the members of the commission sign envelope № 3. The Commission offers to one of the representatives of the attending tenderers to sign envelope № 3, belonging to the rest of the tenderers.

**80.1.1** In the presence of any of the persons, as per i. 60 the Commission opens envelope № 2 and at least three of the members sign all documents, contained therein. The Commission offers to one of the representatives of the attending tenderers to sign envelope № 2, belonging to the rest of the tenderers. After that the Commission opens envelope № 1 and announces the documents, contained therein.

**80.1.2** The actions of the Commission are public, and all Tenderers in the public procurement procedure or their authorized representatives, as well as representatives of mass media and non-profit legal entities are entitled to attend the actions.

**80.1.3.** The Commission notifies the tenderers, by sending the memorandum of findings regarding the availability and correctness of documents, submitted in envelope № 1.

**80.1.4** In the memorandum under i.60 the Commission thoroughly describes the missing documents or found discrepancies, indicates the exact type of the document or documents, that shall be additionally provided and indicated the time limit for their submission. The deadline is equal for all tenderers and shall be no longer than 5 days, following the date of memorandum receipt.

**80.2.** After expiry of the deadline, indicated in i. 80.1.4 the Commission checks the compliance of the documents in envelope № 1, including the additionally submitted with the selection criteria, stipulated by the Contracting authority. The Commission shall not review the documents in envelope № 2 for tenderers, not meeting the selection criteria.

**80.3.** The Commission may at any time check the data, submitted by the tenderers, to ask for clarifications, as well as for additional evidences about data, indicated in envelopes № 2 and 3. This option, however shall not be used for amendment of the tenderers' price and technical bid.

**80.4.** The commission shall propose for exclusion from the procedure any tenderer, where the said tenderer has the right to provide the relevant service in the Member State of establishment thereof regardless of the status or legal form of business organization of the said tenderer<sup>20</sup>.

**80.5.** The Contracting authority is obliged to announce properly the date, time and place of opening and disclosure of price bids.

**80.6.** The envelope with the price bided by a tenderer, not meeting the selection criteria shall not be opened.

**80.7.** At the opening of envelopes with price bids, all tenderers in the public procurement procedure or their authorized representatives, as well as representatives of mass media and non-profit legal entities are entitled to attend the opening..

**80.8.** Should any tenderer's bid tender a price which following the criterion under i.23 (the lowest price) is more than 30 per cent more favourable than the average price of the rest of the tenders, the commission must request from the said tenderer a detailed justification in writing of the price so tendered and shall allow reasonable time for submission of the said justification which shall not be less than three working days from receipt of the request therefore. The commission may accept the justification in writing and not exclude the tenderer, where objective circumstances are cited in compliance with the provisions of law.

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<sup>20</sup> art. 69, para. 2 of PPA.



**80.9.** Should a tenderer fail to submit the justification in writing as requested within the time limit as fixed under i.80.8, or should the Commission decides that the circumstances cited are not objective, the commission shall propose the tenderer for exclusion from the procedure.

**80.10.** Where the Commission establishes that the tender bid of a tenderer has abnormally low price because the tenderer has obtained State aid on legal grounds which cannot be proven within the time limit as fixed, the Commission may propose rejection of the tender bid and exclusion of the tenderer.

**80.11.** The Commission ranks the tenderers in compliance with SECTION VII (Bids evaluation criteria) from this documentation.

**80.12.** The Commission shall draw a memorandum about the review, evaluation and ranking of the bids.

**80.12.1.** The memorandum shall contain:

**80.12.1.1.** members of the Commission and list of consultants;

**80.12.1.2.** list of tenderers, proposed for exclusion from the procedure and the justification for their exclusion thereof;

**80.12.1.3.** consultants' opinion;

**80.12.1.4.** results from reviewing the tender bids admitted;

**80.12.1.5.** ranking of tenderers, whose tender bids are admitted for evaluation;

**80.12.1.6.** memorandum date.

**80.12.1.7.** reservation, in case there are such with the corresponding motivation of the Commission members.

**80.12.2.** The memorandum shall be signed by all members and handed to the Contracting authority together with all documentation.

**80.12.3.** The Commission completed its work by handing the memorandum under i. 80.12 to the Contracting authority

## **SECTION XII. SELECTION OF THE PUBLIC PROCUREMENT CONTRACTOR. TERMINATION OF THE PROCEDURE**

**81.** The contracting authority shall issue a justified decision, declaring thereby the ranking of the tenderers and the tenderer, selected as Contractor not later than 5 working days after receiving the opinion under art20a, para. 2, item 5 of the Public Procurement Act.

**82.** In exceptional cases the Contracting Authority may request in writing - by letter or fax, the successful candidates to extend the validity of their bids until the conclusion of the contract. Tenderers have the right to reject the request. A Tenderer who adopted amendment is required to extend the guarantee for participation.

**83.** The Contracting Authority shall terminate the procedure for award of public procurement by a reasoned decision in the cases specified in art 39, para.1 of the Public Procurement Act. The Contracting Authority may terminate the procedure for award of public procurement by a reasoned decision in the cases specified in art 39, para.1 of the Public Procurement Act.

**84.** The Contracting Authority shall inform Tenderers of the termination of the public procurement procedure within 3 days of the decision.

**85.** Upon termination of the procedure for award of public procurement on any of the grounds under art. 39, para.1, 3, 5 and 6 or para. 2 of the Public Procurement Act, the Contracting Authority shall reimburse Tenderers the expenses incurred for the purchase of the bidding documentation procedure within 14 days of the termination decision.

**86.** Any decision, of the Contracting authority in a procedure for the award of public procurement shall be subject to appeal before the Commission for Protection of Competition under the stipulations of Chapter 11 of the Public Procurement Act. The decisions are appealed regarding their conformity with the law, including the presence of discrimination economic, financial, technical or qualification requirements in the notice, documentation or any other document, related to the procedure. An appeal may be filed by any of the stakeholders, observing the stipulations of chapter 11 of the PPA, as the appeal is registered simultaneously in the

Commission for Protection of Competition and the Contracting authority, whose decision is appealed.

The appeal against the Contracting authority decision, except for the decision of selection of Contractor does not suspend the procedure for award of public procurement unless the Commission for Protection of Competition imposes a suspension order.

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

**87.** The Contracting Authority shall enter into a contract public procurement execution (according to Appendix № 16) with the tenderer in the procedure, selected for Contractor,.

**88.** The Contracting Authority concludes the contract within one month after the decision for selection of Contractor enters into force or the ruling, admitting the preliminary enforcement of this decision, but not before the expiry of the 14-days period from the stakeholders notification about the selection of Contractor.

**89.** The contract for award of public procurement shall be signed in full accordance with the draft contract as submitted the bidding documentation and shall include all bid proposals in the tender bid of the Tenderer selected for contractor. Whenever the contractor is a consortium, the Tenderers in the consortium shall be jointly responsible for the implementation of the public procurement contract.

**90.** The selected contractor shall comply with the requirements and limitations under the bidding documentation at the time of conclusion of the contract for award of public procurement.

**91.** Upon signing of the contract for award of public procurement, the tenderer, selected for Contractor is obliged to submit the following documents:

**91.1.** documents attesting the non-existence of the circumstances covered i. 10 (art. 47 para 1 and para. 2 of PPA) issued by a competent authority, or an extract from a court register, or an equivalent document by a judicial or administrative authority of the State in which the said tenderer is established. Submission of documents in cases covered by art. 42, para. 2 of PPA is not required. Should the tenderer is a consortium, the documents are submitted by each of the members in the consortium. Should the tenderer is a foreign person in according to the legislation of the State, in which the tenderer is established, documents under i. 10.4, i. 10.5 and i. 10.6 are not issued, or when they not cover all cases under i. 10, the tenderer shall submit a declaration on oath, if such declaration has a legal significance according to the law of the State in which the tenderer is established.

**91.2.** Statement for existence or non-existence of pecuniary obligation to the State or municipality on the grounds of art. 87, para. 6 of the Tax-Insurance Procedure Code, or in case the tenderer is a foreign person, the corresponding document, issued by the competent authorities of the tenderer's State for existence or non-existence of any obligations relating to the payment of social security contributions or of taxes, in accordance with the legal provisions of the country in which the Tenderer is established; they shall be issued not later than 6 (six) months from the date of concluding the contract. Should the tenderer is a consortium the documents are submitted by each of the members in the consortium.

**91.3.** Certificate of registration in the Central Registry of the Chamber of Construction for first category construction. Should the tenderer is a consortium the documents are submitted by each of the members in the consortium. The entry in a corresponding register the European Union member-states or a state – member of the European Economic Area has equal powers to the entry in the Central Professional Register of the Builder for the scope of activities, it is issued for.

**91.4.** Original performance guarantee in accordance with the terms of the notice for public procurement and the section "WARRANTIES" of these Guidelines.

**91.5.** The foreign person/entity, selected for Contractor of the public procurement contract with a number of workers and employees, whose nationality is not one of the European Union member-states or a state – member of the European Economic Area or the Swiss Confederation, upon signing of the contract shall submit document/s from the competent Bulgarian authorities,

verifying that he has obtained the corresponding visas, residence permits and work permits for the stated number of workers and employees, in Appendix № 12.

**91.6.** Contracts, entered into force (labour, consultancy, etc.) signed between the tenderer and persons under section 6.1.3.1., showing that these persons are bound by the tenderer for the execution of their functions provided in this documentation. Contracts under this paragraph shall be concluded for an indefinite term or for the time of duration of the additional design and construction.

91.7. Copies of valid insurance policies for professional liability under art. 171 of PPA in its capacity of designer and builder.

91.8. Copies of valid insurance policies for additional insurances under art art.. 173, para.1 of the Spatial Planning Act, covering his professional liability a) in his capacity of designer and b) in his capacity of a builder.

The insurances under this section shall be:

- For an insurance amount of not less than the minimum insurance amount and the minimum limit of liability for an individual event for the first category of construction regarding the insurance of the Contractor as a designer;

- For an insurance amount of not less than five (5) percent of the price for the performance of the contract to the minimum limit of liability for individual event at the rate of not less than 25 (twenty five) percent of the total sum insured regarding the insurance of the Contractor as a builder.

**91.8.1. THE CONTRACTING AUTHORITY** should be appointed as a third beneficiary of the insurance policy.

91.8.2. Insurances under section 91.7 shall cover solely the risks associated with the execution of construction works at site and can not be used to ensure the liability of the Contractor under other contract.

91.8.3. Insurances under i. 91.8 shall cover the Contractor's liability for fulfillment of all his obligations as a builder and designer under the public procurement contract

**91.8.4.** The terms and conditions of insurance shall meet the terms and conditions of the contract for award of public procurement.

**92.** The Contracting Authority shall not enter into a contract for public procurement with a tenderer set for contractor who fails to submit any of the documents under section 91. In such case, he may nominate the tenderer, ranked second as contractor, or terminate the public procurement procedure.

**92.1.** In case the Tenderer selected for contractor refuses to conclude the contract for execution of the public procurement, the Contracting Authority may nominate tenderer, ranked second as contractor, or terminate the procedure .

**93.** Provided the tenderer, ranked second and receiving an invitation refuses to sign the contract, the Contracting authority terminates the procedure.

#### **SECTION XIV. GUARANTEES OF PARTICIPATION AND PERFORMANCE OF THE CONTRACT AND SECURITY**

**94.** The guarantee for participation in the awarded public works contract is presented by the Tenderers<sup>21</sup> in the public procurement procedure and amounts to BGN 400 000 (four hundred thousand) The period of validity of the guarantee shall be not less than 30 days after validity period of the tender bid.

**95. 1.** The performance guarantee of public procurement contract shall amount three percent of the total contract price, excluding VAT. The validity of performance guarantee shall be 60 (sixty) months from the date of issuance for use permit for the entire construction site.

**95.2.** The security guarantee for the down payment shall amount five percent of the total public procurement contract price, excluding VAT. The period of validity of the security guarantee for the down payment shall be 90 (ninety) days after the date of completion as defined in the

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<sup>21</sup> When the tenderer is a consortium, the guarantee may be presented either by the consortium or any of its members, in compliance with the articles of association of the consortium.

contract for the award of public procurement. The security guarantee for the down payment is submitted only in case the tenderer had stated in the Technical bid that he would exercise his right to receive a down payment, amounting 5 percent of the contract price. The amount of guarantee to ensure payment is automatically decreased by the amount of any deduction for repayment of the down payments made in the awarded public works contract.. The security guarantee for the down payment is automatically reduced by deducting each amount for refunding the advance payment, made under the terms and conditions of the contract for award of public procurement. .

**96.** Participation and performance guarantees shall be submitted under one of the following forms:

**96.1.** cash deposit to the following bank account of the Contracting Authority (administration of the Road Infrastructure Agency):

Bank: Bulgarian National Bank – central office

IBAN: BG03 BNBG 9661 3300 1659 03

BIC: BNBGBGSD

**96.2.** . bank guarantee issued in favour of the Contracting authority.

**97.** Tenderers in the procedure and the selected contractor shall choose freely the form of guarantee for participation and performance guarantee of the implementation of the public procurement contract. The security guarantee for the down payment shall always be in the form of a bank guarantee.

**97.1.** If the Tenderer chooses to provide a bank guarantee, it must be unconditional, irrevocable and payable on the first written demand, by which the Contracting Authority states that the contractor has not fulfilled an obligation under the contract for award of public procurement.

**97.2.** Bank guarantees for performance of the contract and security guarantee for the down payment shall be issued by a goodwill bank, according to the definition in the draft contract, submitted as Appendix № 16, agreed in the period of signing the contract for award of the public procurement with the Contracting authority.

**98.** The cost of opening and servicing the guarantees shall be borne by the Contractor. The Contractor shall provide and pay their fees for opening and servicing of guarantees so that the amount of guarantees obtained by the Contractor shall not be less than the amount specified in this procedure.

**99.** The Contracting authority shall release the guarantees without interest for the period during which the funds have been lawfully at his disposal.

**100.** The Contracting authority is entitled to retain the guarantee for participation of the public procurement procedure in the cases under art 61 of the Public Procurement Act

**100.1.** The Contracting Authority shall release the participation guarantees in accordance with art 62 of the Public Procurement Act

## **SECTION XV. OTHER INSTRUCTIONS**

**101.** For issues relating to the conduct of the public procurement procedure and preparation of tender bids by the tenderers not addressed in the bidding documentation, the provisions of the Public Procurement Act shall apply.

## **SECTION XVI. APPENDICES**

**Appendix № 1.** Investment project for construction of motorway “HEMUS” MOTORWAY, /A2/ SOFIA RING ROAD (SRR) – YANA ROAD JUNCTION, FROM KM 0+000 TO KM 8+460

1. Album 1/7 – Road part
2. Album 2/7 – Large facilities part
3. Album 3/7 – Engineer networks part
4. Album 4/7 – Landscaping part
5. Album 5/7 – Part Crossing Kremikovtzi Works derivation and main gas pipeline
6. Album 6/7 – Geology part
7. Album 7/7 – Geodesy part

**Appendix № 2.** „National Agency "Road Infrastructure technical specification from 2009 ” electronic version;

**Appendix № 3.** Tender bid form;

**Appendix № 4.** Form of Declaration about agreement for participation as subcontractor in a public procurement contract

**Appendix № 5.** Technical bid form;

**Appendix № 5.1.** Form of linear construction schedule for different stages in construction works;

**Appendix № 6.** Price bid form.

**Appendix № 7.1.** Form of declaration under art. 47, para. 1, i. 1 of the Public Procurement Act;

**Appendix № 7.2.** Form of declaration under art. 47, para. 1, i. 2 and 3 of the Public Procurement Act;

**Appendix № 7.3.** Form of declaration under art. 47, para. 5, of the Public Procurement Act;

**Appendix № 8.** Form of list of key contracts as per item 4.1.2. 6.1.1.;

**Appendix № 8.1.** Form of list of key contracts as per item 4.1.2. 6.1.1.;

**Appendix № 9.** Form of list of equipment for public procurement execution, including technical equipment for testing and examination to assure quality control of completed construction and assembly works;

**Appendix № 10.** Terms of Reference (TOR) for additional construction design;

**Appendix № 11.** Form of list – declaration of persons, responsible for technical management during construction process, including for quality control assurance during the public procurement execution;

**Appendix № 11.1.** Form of declaration under i. 6.1.3.1;

**Appendix № 11.2.** Form of working experience and personal data reference sheet as per i. 6.1.3.1.

**Appendix № 12.** Form of reference sheet for number of workers and employees, participating in the public procurement execution.;

**Appendix № 13.** Form of declaration as per art. 56, para 1, i. 10 of the Public Procurement Act;

**Appendix № 14.** Form of Bank guarantee for participation in procedure.

**Appendix № 15.** Form of Bank guarantee for contract performance.

**Appendix № 16.** Draft contract for public procurement contract .

**Appendix № 16.1** Form of agreement under the Health and Safety Labour conditions Act

**Appendix № 17.** Form of bank guarantee for the down payment under the contract.

**Appendix № 18.** Form of Declaration under i. 6.2. from the present documentation.

**Appendix № 19.** Form of Statement under art. 9 of the "Road Infrastructure" Agency Internal Organization Rules for conducting public procurement procedures and for monitoring their execution.

**Appendix № 20** – technical requirements for making the traffic signs and sign boards in reflective materials / electronic version/

**Appendix № 21** – Joint liability declaration

**Appendix № 22 Decision under EIA, dated 29.11.2010 for amendment and supplement of decision under Environmental Impact Assessment (EIA) №166-14/1996, electronic version.**

**Appendix № 23** Technical regulations for application of limitation systems for roads from National road network, electronic version

**The bidding documentation is approved by Decision of the Management Board of the Road Infrastructure Agency, memo 1651/11 from 28.03.2010 for opening the procedure for award of public procurement.**