SOFIA MUNICIPALITY



DOCUMENTATION

FOR PARTICIPATION IN OPEN PROCEDURE FOR   
the award of public procurement contract:

**„Development of sustainable urban mobility plan for Sofia Municipality“**

in accordance with the agreement for the project "Modernized trams for the city of SOFIA" between the State Secretariat for Economic Affairs of the Swiss Confederation as the one party and the Monitoring of EU Funds Directorate at the Council of Ministers of the Republic of Bulgaria as the other party and in the capacity of National Coordination Unit, Sofia Municipality and "Stolichen Electrotransport" EAD, signed on October 15, 2015.

**Sofia 2016**

# SECTION I: DETAILED DESCRIPTION OF THE PUBLIC PROCUREMENT SUBJECT

**This public procurement is announced pursuant to Art. 73, para 1 in conjunction with article 18, para 1, item 1, PPA - Open Procedure pursuant to PPA.**

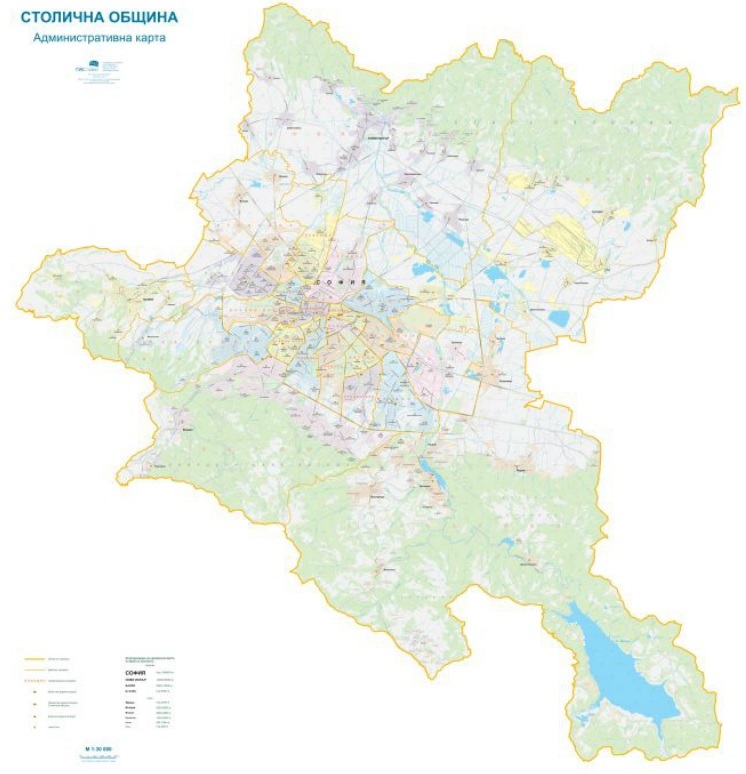
# 1. SUBJECT:

**The subject of this public procurement is “Development of sustainable urban mobility plan for Sofia Municipality"** in accordance with the agreement for project: "Modernized trams for Sofia" between the State Secretariat for Economic Affairs of the Swiss Confederation as the one party and as the other party the Monitoring of European Union Funds Directorate at the Council of Ministers of the Republic of Bulgaria in the capacity of National Focal Point, Sofia Municipality and "Elektrotransport” EAD, signed on October 15, 2015.

2. **GENERAL INFORMATION**

This public procurement is executed in accordance with the agreement for project: "Modernized trams for Sofia" between the State Secretariat for Economic Affairs of the Swiss Confederation as the one party and as the other party the Monitoring of European Union Funds Directorate at the Council of Ministers of the Republic of Bulgaria in the capacity of National Focal Point, Sofia Municipality and "Elektrotransport” EAD, signed on October 15, 2015. In September 2012, in the course of work of the National Coordination Unit of the Bulgarian-Swiss Cooperation Programme, led by the Minister of EU Funds Management Tomislav Donchev, by the Swiss partners from the State Secretariat for Economic Affairs (SECO) was proposed an opportunity to implement a project for the supply of 28 modernized trams "Be 4/6 S" of the Basel transport company "BVB" and their transportation to Sofia for the needs of "Elektrotransport" EAD and development of a Plan for sustainable urban mobility. The agreement aims to improve the quality and accessibility of public transport services in Sofia.

Geographically the city is located in the Sofia area at an altitude of 550 m in an area of 1,311 square kilometers, of which urban and urban areas occupy 245.5 square kilometers



A number of projects related to the improvement of moving within the city were completed and are in progress in Sofia Municipality. Among the largest projects related to mobility in the city of Sofia are the Integrated Urban Transport Project financed by the Regional Development Operational Program and Sofia Municipality, within which were delivered 50 articulated trolleybuses, 1020 electronic boards for the stops, giving real-time information on the arrival of vehicles. Intelligent Traffic Management System is under development for 20 key intersections in the city, the tram route along Bulgaria Blvd. was rehabilitated. Within other projects were delivered 126 environmental buses running on natural gas, 20 trams and 10 subway trains necessary for the expansion of the first and second lines of the subway. The construction of the third line is envisaged to begin in the second half of 2015. Through various financial instruments key intersections and thoroughfares were reconstructed or are in the process of reconstruction.

## 3. LOTS:

This public procurement does not contain lots, because the subject matter of the public contract is indivisible, it is impossible to dissociate the contract into lots.

## 4. Estimated value of the public procurement:

The estimated contract value is BGN 596 853.33 lv. exclusive of VAT.

**The maximum estimated value is equal to the value of 400 000.00 Swiss francs, VAT inclusive, according to the official exchange rate in the Republic of Bulgaria to the Swiss franc on the date of the public procurement notice.**

The specified estimated value is the maximum financial resource for its implementation. **Applicants who have offered values that exceed the maximum estimated value will be eliminated from the procedure.**

**5. Deadline for implementation:**

Contract takes into force after securing funding from the contractor. **The Contract shall enter into effect from the date of receipt by the CONTRACTOR of a letter of assignment and input data from the CONTRACTING AUTHORITY and/ or other authorized bodies and entities and shall be effective until the end of the last day of the proposed timeframe for its implementation, as specified in the technical proposal of the CONTRACTOR**.

**The maximum deadline for implementation of the contract is 18 calendar months.**

SECTION II. TECHNICAL SPECIFICATION

**ІІ. SCOPE, OBJECTIVES AND APPROACH**

The objective of this public procurement is to develop a Plan for sustainable urban mobility of Sofia Municipality, intended to meet the mobility needs of people and businesses in all localities in the municipality for a better quality of life. For this purpose, the Contractor shall update and, where appropriate, upgrade the existing transport model city "Master Plan for traffic organization of Sofia Municipality" prepared in 2010 by Mott MacDonald, to reflect trends in general development plan of the city, passed in 2009 by the Council of Ministers and other basic documents dealing with the transport situation in the city.

The Plan for sustainable urban mobility should be developed for the period 2016-2035. The plan is related to the need for a framework setting out the main directions for sustainable urban mobility, and the possibilities for applying for European funding programs, for development of public transport. The plan should be developed according to "Guide. Development and Implementation of Sustainable Urban Mobility Plans", published by the "European Portal for Sustainable Urban Mobility Plans" of the European Commission[[1]](#footnote-1).

The main objective of the Plan is to achieve sustainable urban transport system by:

* Providing access to jobs and services for all;
* Improving safety and security;
* Reducing pollution, greenhouse gas emissions and energy consumption;
* Improving the effectiveness and efficiency of the transportation of people and goods;
* Improving the attractiveness and quality of the urban environment.

Policies and measures defined in the Plan for sustainable urban mobility (SUMP) should cover all forms of transport throughout the city, including private and public, for people and goods, vehicular and non-vehicular, rolling or parking. The plan should be developed in accordance with the defined priorities, actions and operational measures for the development of the city in the relevant strategic documents for the development of Sofia. The plan should examine all the components of mobility in terms of time perspective, by verifying and determining the accompanying effects of change. This is a tool that enables urban mobility planning in all its aspects in order to achieve a smooth flow of traffic, safe and affordable public transport system and an environmentally friendly city. It should be developed in accordance with the guidelines for ‘economic sustainability’ by using in the best way the resources to achieve the optimal cost-benefit balance. Key elements are *social sustainability* (measures to ensure reasonable access environment for disabled people) and *environmental sustainability* (measures to reduce the negative impact of mobility by reducing greenhouse gas and pollutant emissions in the city and minimizing road accidents).

**Expected results from the development of SUMP:**

* Development of intelligent and sustainable solutions for the management of transport and traffic in urban environment;
* Integrated, intermodal, sustainable, accessible and attractive transport solutions and services;
* Improved coordination, planning and management of urban mobility, which includes all its components - public and private vehicles, passenger and freight, vehicular and non-motorized transport, movement and parking in urban areas on the territory of Sofia Municipality;

The contractor shall

* Present graphically all results of studies, and the expected changes as a result of implementing the measures set out in the Plan, again displayed by various charts and illustrations;
* Provide to the Contracting Authority electronically all databases and electronic files used in the development of different parts of the Plan and related to its development activities.
* Compile, print and deliver to the Contracting Authority 30 copies of the Plan (15 copies in English and 15 copies in Bulgarian). The printed document should be bound with appropriate covers, containing the name of the Contracting Authority, the full name of the Plan, the time range and the stylized image of Sofia.

Submit to the Employer electronic copy of the Plan (in BGN and ENG language) in two versions (with the possibility of changing the contents of the file and no option to change the contents of the file)

* Registers and developed a website providing information to the public about the purpose of the Plan, progress on its development and opportunity for feedback from citizens that are relevant to the development of the Plan. The website should have an interactive map of the city, where citizens can mark problematic locations around the city. The website should have convenient and intuitive interface and to contain links to the websites of the institutions, involved in the project. The duration of activity on the website should include development time final version SUMPs and not less than 3 / three / months after the date of approval of the Plan by the Municipal Council.

**ІІІ. ACTIVITIES**

In developing the sustainable urban mobility plan, this contract includes the following activities to be performed:

1. **Review of acting legislation in the field of sustainable urban mobility and the urban environment, as well as documents relating thereto within Sofia Municipality**

The activity provides for an overview of existing national and European legislative framework (referred to below), as well as regulations of optional nature /manuals, guidelines/ with a view to determine the basis that will be implemented during the development of SUMP. Apart from the overview, within the activity should be clarified also:

* The way in which the plan is being prepared and agreed with the relevant stakeholders, and its expected contribution to achieving the specific objectives;
* The binding nature of the plan and its contribution to sustainable development of urban mobility in the city, as well as specific plans and programs of Sofia Municipality in the field of urban transport;
* Integration of the plan and relevance of individual components related to the developments included in acting documents related to the territorial development of the city.

Basic documents dealing with the transport situation in the city are (hyperlinks are identical as on the Bulgarian version):

* General Master Plan of Sofia (2009);
* Integrated plan for urban regeneration and development of Sofia (2013);
* Master Plan for the traffic organization of Sofia Municipality (all reports) (2010) ;
* Action Plan for Sustainable Energy Development of Sofia Municipality (2012-2020) (2012);
* Plan for sustainable development of urban mobility (2012);
* Municipal Development Plan of Sofia Municipality (2014-2020) (2014);
* Operational Program "Regions in Growth”.

Documents are provided by the Employer as an Appendix to this document. Based on these documents, the consultant/the contractor should prepare a proposal to develop a SUMPs.

In order to give a full and comprehensive picture of the transport sector in the city of Sofia, the Contracting Authority/Employer is committed to provide the selected contractor within 15 / fifteen / calendar days from the signing of the contract the following data:

Current census of passenger in public transport;

Distribution of travel by mode of transport within the city;

Data on the current status of the entire transport infrastructure;

* Investment program for the current year and plans (if any) for the next 4 / four / years.
* All primary data, used to prepare a macro model of traffic within Sofia Municipality as part of the development of Master Plan for the traffic organization of Sofia Municipality from 2009

Beyond the specified under this activity, the Consultant has to examine best practices from other European countries in the development and implementation of SUMPs.

As a result of the above actions, the Consultant should prepare a short report giving the conclusions drawn from the studies and review of current legislation, rules and regulations, and also best practices, and (updated) method to develop the plan, i.e. extension and systematic supplement of the method proposed by the Consultant in its tender. If the Consultant deems appropriate, within the framework of this activity, he can perform some of the actions outlined in Activity 2 (e.g. feasibility studies, initial data analysis and data collation). The report is subject to review and approval by representatives of the Contracting Authority under the terms specified in the contract.

1. **Preparing a plan for sustainable development of urban mobility on the territory of Sofia Municipality.**

Based on the report within one activity, the Consultant should prepare a plan for sustainable urban development mobility in Bulgarian and English language, which should contain at least the following sections: Introduction (introduction); Sources and type of data analysis; Developing tools for data analysis; Analysis of the current situation and setting goals; Development and evaluation of scenarios, develop an action plan; Proposal for optimal scenario; Action Plan and prioritization according to the chosen scenario; Conclusion and recommendations.

The consultant should develop a plan based on the following main groups of actions:

**2.1 Survey and analysis of the existing situation, which includes:**

* Survey of the current situation in the public transport in Sofia Municipality, and for this purpose - performance of an analysis of the existing current census of passenger flow in public transport. On this basis, an analysis should be performed of the directions of transport provision and quality of service, where the focus should be on both the most popular areas and on those with low efficiency (congestion);
* Survey of the degree of automobilization of the city's population;
* Analysis and updating of the distribution of trips by mode/type of transport (automobile, public, cycling and pedestrian transport) within the city in percentages, based on the Master Plan for the traffic organization of Sofia Municipality (2010) , and an analysis of possible reasons for this distribution;
* Analysis of the overall transport infrastructure based on information provided by the Contracting Authority and/or other competent bodies and persons, including street/road network, cycling network, charging stations for electric vehicles, etc.;
* Analysis of the impact of paid parking zones, analysis of the potential development of areas, both in the downtown part and the possibilities for further creation of zones and/or buffer car parks in main entrance and exit thoroughfares of the city. Developing a management plan for parking lots;
* Informing Sofia Municipality of this investment program and of the plans of the local authorities for repair and building of transport and communication infrastructure within the scope of the plan;

All available data regarding the successful implementation of the project will be provided to the consultant after signing the Contract

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Data provided by the Employer | | | | |
| Type | Source | Scope | Year | Format |
| Macromodeling of transport load cartogram | Sofia Municipality | Main street network | 2009 | pdf |
| Public transport passenger counting | Sofia Urban Mobility Centre | All routes | 2014 | Excel |
| Transport infrastructure current condition | Sofia Municipality | Main street network | 2015 | Excel |
| Investment program | Sofia Municipality | All districts | 2016 | Excel |
| Primary data for macromodelling of traffic | Sofia Municipality | All districts | 2009 | Excel |

*Table 1: List of data provided by the Employer*

SUMPs should be bound by the implemented components of the project for "Integrated metropolitan public transport" Phase 1 in 2007-2013 and planned for realization components in phase 2 in 2014-2020, funded by the EU operational programs.

* 1. **Objectives**

The contractor should set clear, specific, measurable and achievable objectives to be included in the Plan that are related to sustainable development of urban mobility and the urban environment, including enhanced security, reliability and dynamics of public transport, and intermodality development. On this basis, the Contractor shall submit summary interim report reflecting progress in the activities listed in paragraph 2.1. and adhering to the objectives mentioned above. The plan should adhere to the documents referred to in item 1, as well as to the advisory documents of EU and/or other countries outside the EU, and should reflect the results of studied good practices in other European countries.

**The plan should contain the components specified below in items 2.3. to 2.9, inclusive**

* 1. **Proposals**

The Contractor shall:

* Develop proposals for improving urban mobility, infrastructure and sustainable development of the public transport system in the horizon of 20 /twenty/ years, incl.:
  + Pedestrian areas;
  + Connectivity different types of transport infrastructure (road, subway, tram, bus, trolley, bicycle, pedestrian and suburban railway);
  + Zones without access of cars and more.
* Develop guidelines to upgrade policies for sustainable development of urban mobility as a whole, in compliance with the guidelines and priority axes for EU funding;
* Develop measures to promote the use of environmentally friendly methods of transport, the necessary actions from the administration associated with building and promoting sustainable methods of transport.
  1. **Deriving proposals**

The proposals made should be analyzed and prioritized, and the main focus should be placed on criteria, grouped into five main objectives of the Plan:

**Accessibility**:

Expected benefits for the territorial development of the city and suburban areas;

Expected impact of reconstruction and construction of infrastructure;

The expected effect of improving inter-modality in the city and suburban areas;

* **Security**: Expected effects with respect to improving the security of travelers in the implementation of the measures provided for in SUMPs.

**Environmental protection**:

The expected environmental impact of each of these solutions, including optimize the benefits of promoting alternative forms of transport in the urban environment;

* + Expected impact on air quality, noise and vibration in the city

**Economic:**

* + Applicability of the proposed solutions, including preconditions for implementation, economic efficiency and feasibility

**Quality of life:**

* + The impact of the plan on economic and social development of the city and its inhabitants

**The risk:**

Potential cumulative impacts;

Prioritization and selection of solution / her included in the Action Plan under item. 2.5.

* 1. **Action Plan 2016 – 2020**

The action plan should include a strategy for a phased implementation of the proposed package of effective measures, policies and initiatives[[2]](#footnote-2) while assessing their feasibility and funding opportunities. Identification of a timeframe, stakeholders and actors is essential for the development of realistic and feasible action plan. Performance of analysis of the applicability of a minimum of three investment initiatives, included in the action plan.

* 1. **Budget of the Action Plan 2016-2020**

Determining the indicative value of the required financial resources and possible sources and forms of financing and implementation of projects and initiatives included in the Action Plan.

* 1. **Financial and/or economic analysis of the selected solution/s**

Based on the budget for implementation of the Action Plan 2016-2020, (selected solution/s for implementation of SUMP), a financial and/or economic analysis should be prepared[[3]](#footnote-3) for a group of operations/ measures/ projects that are planned to be co-financed with EU funds. The financial/ economic analysis should be prepared in accordance with the Guide for "cost - benefit" analysis of investment projects of the European Commission for 2014-2020[[4]](#footnote-4). Similarly, based on guidance from the European Commission for the development and implementation of plans for sustainable urban mobility should be established financial and / or economic analysis of the measures and policies set out in the Plan for the entire duration of his new action.

As part of the financial analysis of the Plan is to analyze the possibilities for public-private partnerships and attracting private funding (foundations, sponsorships, etc.) For projects related to urban mobility.

* 1. **Legal analysis of the conformity of the measures in the Action Plan with the State Aid Rules**

Legal analysis of compliance with the state aid rules should be made for the group of operations / measures / projects included in the Action Plan 2016-2020 that are foreseen to be co-financed with EU funds. This analysis should be performed in accordance with the applicable European and Bulgarian regulatory framework and must provide the conditions under which the operations / measures / projects comply with the rules on state aid.

* 1. **SUMP monitoring and evaluation programme**

Development of an effective system for monitoring and evaluation of the overall performance of SUMP, setting realistic and achievable indicators enabling reporting of results.

* 1. **Public consultations**

In the process of developing a plan for sustainable urban mobility, the contractor should hold public consultations with stakeholders, including representatives of the municipal administration, business, NGOs, citizens, etc. The proposed by the Contractor final version of Plan for sustainable urban mobility is subject to approval by the Sofia City Council. The text referred to in item. 1 above (procedure and timelines for review and approval) are also applicable to SUMP.

**ІV. MATERIAL AND TECHNICAL SUPPORT**

All costs for technical equipment and provision for the implementation, office and maintenance, administrative, secretarial, translation and organizational services, expertise and technical staff are at the expense of the Contractor. The Contractor should provide the necessary resources for financial support of the contractual activities and provide regular and timely payment of salaries to its employees. The contractor is liable for all copyrights of used images and graphics.

**V. REPORTING**

Except for the interim reports specified in section III above, the Consultant should prepare a brief Inception Report on Bulgarian language in 3 hard copies as well as electronically within 15 calendar days of signing the contract. The main subject of this report should be analysis and if necessary additions to the existing legislation, applicable rules, regulations and requirements relating to the implementation of activities under the contract. Furthermore, the Consultant shall develop and submit a preliminary report containing the main measures and proposals that are being developed by the Consultant. Preliminary report should be in the Bulgarian language, in 3 hard copies and electronically, the deadline is **until 6 calendar months from the date of signing the contract**. Finally Consultant shall develop and submit a final report that summarizes assigned activities, issues, suggestions. This final report shall be submitted by the Contractor to the Emplyer after all results have been accepted by the latter. Cited final report will be used as a basis for the final payment, set in the Contract. The procedure and terms for its approval are as stipulated in the contract.

**VI. ETHICAL CLAUSES**

1. Any attempt of participant in public procurement to obtain confidential information, enter into unlawful agreement with its competitors or influence the official or Contracting Authority in the process of examination, clarification, evaluation and comparison of candidate proposals will lead to its rejection and administrative penalties
2. The Contractor and their staff or any other company which the Contractor is affiliated or has connection with, are not allowed, even in the role of subordinate or subcontractor, to provide services or perform work for the project without the prior written authorization of the Contracting Authority. This prohibition also applies to any other projects which could, due to the nature of the contract, lead to appearance of a conflict of interests by the Contractor.
3. By offering its proposal, participant in public procurement should declare that he is not subject to any potential conflict of interests and that he has no specific link with countries, involved in the project. In event of such a situation in the course of the contract, the Contractor should immediately notify the Contracting Authority.
4. The Contractor should act at any time with integrity and impartiality. He must refrain from making public statements about the project without prior authorization of the Contracting Authority. He cannot commit the Contracting Authority in any way without prior written consent.
5. The Contractor and his staff are obliged to observe professional secrecy throughout the term of the contract and after its completion. All reports and documents prepared and received by the Contractor, are confidential.
6. The Contractor shall refrain from any relationships, which could compromise its independence or independence of its staff. If the Contractor ceases to be independent, the Contracting Authority may terminate the Contract without notice and without compensation to the Contractor.
7. The Contracting Authority reserves the rights to suspend or cancel project financing if it finds action on corruption on any stage of the process of awarding the Contract. For the purposes of this clause “act of corruption” is the offer of a bribe, gift, gratuity or commission to a person as an inducement or reward for performing or not performing an action, having regard to the award of the Contract or the implementation of already signed Contract with the Contracting Authority.
8. In carrying out its activities, the Contracting Authority is committed to protect trade secrets of participants in the procedure and their commercial prestige.
9. When submitting the offer, tender participant may indicate which part of it is confidential and require from the Contracting Authority not to disclose it. The Contracting Authority shall not disclose information provided by the participants, referred as confidential in terms of technical or trade secrets, except in the following cases:
   * + - In fulfilment of the obligation of the Contracting Authority to send information about awarded Contract to Public Procurement Register;

In case of written request by a participant, the Contracting Authority fulfils its legal obligation to provide him access to the protocol or provide a copy of the protocol. In this case, the Contracting Authority shall take care and may refuse access to information, contained in the protocol, when the provision is contrary to law or prevents, restricts or distorts competition.

# SECTION III. REQUIREMENTS AND EVIDENCE ON THE ECONOMIC AND FINANCIAL SITUATION AND TECHNICAL AND PROFESSIONAL CAPABILITIES OF THE APPLICANTS FOR THE PUBLIC PROCUREMENT

## III.1. ECONOMIC AND FINANCIAL SITUATION:

1. The contracting authority does not set requirements to the participants for economic and financial standing.

**III.2. Technical and professional ability:**

1. Candidates should have done/executed at least one (1) service that is identical or similar to the subject of this public contract implemented in the last three (3) years from the date of submission of the tender.

*Service that is identical or similar to the subject of this public contract shall be understood as:* *developing a strategy and /or development plan and /or feasibility study and /or implementation of projects /initiatives in the field of urban development (*urban territories (e.g. city/region/country) of more than 1 million inhabitants *) and /or mobility.*

2. The participant must have the following technical staff to perform the contract:

**- Team Leader: -** Higher education in the field of Economic and/or Technical Sciences, or equivalent education acquired abroad, in equivalent to those areas of higher education within the meaning of CMD 125 of 24.06. 2002 for approval of Classification of higher education and professional fields;

- Minimum 5 years of professional experience in managing a team of experts engaged in strategic transport planning;

- Involvement in at least one project for development of the local, regional or national transport/mobility plan for a territory (e.g. city/region/country) of more than 1 million inhabitants;

**- "Urban Planner":**

**-** Higher education in one of following majors: Architecture, Urbanism or Territorial, landscape planning and urban development or equivalent, or equivalent education acquired abroad in equivalent to those areas of higher education within the meaning of CMD 125 of 24.06.2002 for approval of Classification of higher education and professional fields.

- Minimum 5 years of professional experience as design team leader/expert in developing and /or implementing projects and /or initiatives and /or provision of services for the development of urban environment and /or mobility and experience in the development of strategic/planning documents for development.

- Involvement in at least one project/service/contract for development of urban renewal or regeneration project within a city of more than 1 million inhabitants.;

**- Transport infrastructure:**

**-** Higher education in one of following majors: Road Construction, Transport Construction, Civil Engineering or equivalent, or equivalent education acquired abroad in equivalent to those areas of higher education within the meaning of CMD 125 of 24.06.2002 for approval of Classification of higher education and professional fields;

- Minimum 3 years of professional experience as design team leader/expert in development of investment projects and /or initiatives and /or provision of services related to transport/road communication solutions in urban environment;

- Involvement in at least one project/service/contract for development either of the local, regional or national transport/mobility plan for a territory (e.g. city/region/country) of more than 1 million inhabitants;

**- Strategic Planner:**

- Higher education in the field of Economic and/or Technical Sciences or equivalent education acquired abroad, in equivalent to those areas of higher education within the meaning of CMD 125 of 24.06.2002 for approval of Classification of higher education and professional fields;

- Minimum 3 years of professional experience as team leader/expert in planning and implementation of local development strategies,

- experience in working with public institutions

- experience in developing strategic planning documents for the development of cities of more than 1 million inhabitants.

**Transport Planner:**

- Higher education in the field of Economic and/or Technical Sciences or equivalent education acquired abroad, in equivalent to those areas of higher education within the meaning of CMD 125 of 24.06.2002 for approval of Classification of higher education and professional fields;

- Minimum 3 years of professional experience as team leader/expert in multi-modal transport modelling in support of local, regional or national transport plans;

- Involvement in at least one multi-modal transport modelling in either support of local, regional or national transport plans or feasibility study for a territory of more than 1 million inhabitants

**At their discretion, candidates or tenderers can propose other experts who are necessary for the implementation of the subject of this public procurement. The description of the functions and duties of these experts should be specified in the technical proposal of the tenderer.**

During performance of the contract, the Contractor shall not change the persons referred to in the tender and experts in the list of experts of the team responsible for the performance of the contract without the prior written consent of the Contracting Authority.

The contractor may propose a change of expert in the following cases:

- Death of the expert;

- Inability of the expert to perform the assigned work for more than one (1) month;

- Where the license of the expert to practice certain profession or activity directly related to his/her work in performance of this contract has been withdrawn;

- On conviction of the expert to imprisonment for deliberate indictable offense;

- Upon necessity to replace the expert for reasons that do not depend on the Contractor.

In such cases the Contractor shall notify the Contracting Authority in writing, giving reasons for its proposal to change the expert and shall enclose evidence of any of the above grounds. With the notification the Contractor proposes an expert to replace the current expert, stating his/her qualifications, professional experience and shall enclose evidence thereof. The new expert should have the qualifications, skills and experience equivalent to or higher than those of the superseded expert.

The Contracting Authority may accept the substitution or may give reasoned refusal to accept the proposed expert. In case of refusal by the Contracting Authority to accept the proposed expert, the Contractor shall propose another expert who meets the requirements of the Contracting Authority with a new notification containing the above-described information and evidence.

**III.3. Demonstrating the technical and professional ability:**

**1.** The participant shall provide (declare) in the European Single Procurement Document (ESPD) a list of services that are identical or similar to the subject of the public procurement, indicating the values, dates and recipients, along with proof of such service;

**2.** The participant shall provide (declare) in the European Single Procurement Document (ESPD) information on the circumstances regarding the technical persons, stating the educational and professional qualifications and experience of individuals.

**III.4. USE OF THE CAPACITY OF THIRD PARTIES.**

**1.** For this particular procurement, participants can refer to the capacity of third parties, irrespective of the legal relationship between them, as regards the criteria related to technical ability and professional competence.

**2**. With regard to the criteria related to professional competence, participants can refer to the capacity of third parties only if the persons with whose education, training or experience is proven compliance with the requirements of the contracting authority, will participate in the implementation of the part of the contract for which this capacity is needed.

**3.** Where an applicant or participant refers to the capacity of third parties, it should be able to demonstrate that their resources will be available by submitting documents for the obligations undertaken by such third parties.

**4.** Third parties shall comply with the relevant selection criteria; for proving this, the candidate or tenderer shall refer to their capacity and the absence of grounds for exclusion from the procedure.

**5.** The Contracting Authority shall require the candidate or tenderer to replace such third party if it does not meet any of the conditions under item. 4.

**6.** Where an applicant or participant in the procedure is a consortium of individuals and / or legal entities, it can prove compliance with the selection criteria referring to the capacity of third parties subject to the conditions under items 2-4.

# SECTION IV. CRITERIA FOR CONTRACT AWARD

**The tenders that meet the requirements of the contracting authority shall be evaluated as follows:**

1. The criterion for the evaluation of tenders is the most economically advantageous tender with award criterion of optimum quality / price ratio.

Comprehensive assessment is calculated by the following formula:

**Comprehensive assessment (КО) = ОТ + ОЦ,**

Where **„ОТ”** is the scoring for indicator “**Technical proposal**”;

**„ОЦ”** is the scoring for indicator “**Price Tendered**”

The tenderer who received the highest score shall be ranked first.

The maximum number of points that a tenderer can get is **100 points**.

**Relative weighting of evaluation indicators:**

**ОТ = 60 points**

**and**

**ОЦ = 40 points**

1. **The number of points for indicators "Technical Proposal" ("ОТ") and "Price Tendered" ("ОЦ") is calculated using the following methodology:**

**Indicator - “Technical Proposal” (“TP”)**

The scoring for indicator “**Technical proposal**” for each tender is calculated based on the following formula:

**TN**

**ОТ = -------------- x 60**

**TNmax**

**where:**

ТN – score of the tender awarded by the evaluation committee members

TNmax – the maximum possible value of the indicator "Technical Proposal" which is the sum of the maximum points for all.

**NB! The Specified in Section I, item 2 Description of the subject of the public procurement and Section II Technical Specifications of this documentation should be construed as the Contracting Authority’s announced conditions (requirements for the tender content). The points for the components of the "Technical Proposal" ("TP") shall be awarded by an auxiliary body of the contracting authority - Evaluation Commission – based on expert reasoned assessment. The technical proposal shall contain the following mandatory components and shall be assessed as follows:**

|  |  |
| --- | --- |
| **Sub-indicators (parts of the Technical Proposal)** | |
| **Sub indicator: І. Explanatory note** | **Up to 10 points** |
| **Sub indicator: II Contract management** | **Up to 5 points** |
| **Sub indicator: ІІI. Work organization** | **Up to 10 points** |
| **Sub indicator: IV. Risk management** | **Up to 5 points** |

**Sub indicator: І. Explanatory note**

*Guidelines for developing the ‘Explanatory note’ part, which should contain each of the following components:*

1. **Explanatory note** - *In this part of the tender, each candidate should propose all the activities that are necessary to perform the contract, including the requirements of technical specification, in accordance with the stated terms and conditions of the contracting authority and to justify their future action in relation to those activities if selected as contractor of the current public procurement for technical assistance and specific consulting services for the development of urban mobility and the main measures and mechanisms for sustainable urban mobility and environment in Sofia Municipality. If necessary, they can propose the implementation of activities and / or sub-activities that are not required by the specification, but which may affect the quality of results expected from the development of the Plan for sustainable urban mobility detailed in the technical specification (e.g. Activities related to the provisions of existing legislation, established good practices, etc.). These additional activities and/or sub activities should be adequate to the scope of work under the contract.*

***Technical proposals will not be evaluated and should be proposed for removal in cases where there is at least one of the following conditions:***

* ***Missing component "Explanatory note" of the technical proposal;***
* ***The explanatory note does not meet the guidelines for development or one of its components is missing;***
* *The explanatory note does not meet the announced terms and conditions (requirements) of the Contracting Authority;*
* *The explanatory note does not comply with effective legislation and / or applicable regulations and standards.*

**Scoring method:**

**Score of 10 points –** for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. The proposal indicates that the tenderer proposes all activities that are necessary to perform the contract in accordance with the technical specification. The tenderer has provided detailed justification in relation to those activities, if selected as contractor of the current public procurement for technical assistance and specific consulting services for the development of urban mobility and the main measures and mechanisms for sustainable urban mobility and environment in Sofia Municipality. Activities and / or sub-activities are activities proposed (in relation to the specification, which will be an advantage in the tender) that are not included in the technical specification, but which may affect the quality of expected results of the performance of the contract. Clear and detailed proposal is provided for contract management activities with the Contracting Authority in order to achieve the intended result of the public procurement. The proposal provides clear and practical measures and activities for the implementation of internal control to ensure quality and timely implementation of the activities and tasks, envisaged under the contract.

**Score of 5 points –** for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. This score is awarded for proposals that are detailed/specific, but minor incompleteness is established according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal for implementation of one or more of the activities that are envisaged in the technical specification, including future actions of tenderers with regard of these activities, if selected as a contractor and / or

- The proposal for contract management activities with the Contracting Authority and/or

- The proposal for measures and activities for the implementation of internal control during the performance of the contract.

**IMPORTANT! Based on this/these minor incompleteness established, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, i.e. the establishment of such incompleteness in tender does not mean that the latter should be proposed for removal.**

**- Score of 1 point –** for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement, but are not clear and/or detailed/specific according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal for implementation of one or more of the activities that are envisaged in the technical specification, including future actions of tenderers with regard of these activities, if selected as a contractor and / or

- The proposal for contract management activities with the Contracting Authority and/or

- The proposal for measures and activities for the implementation of internal control during the performance of the contract.

**IMPORTANT! Based on these findings, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, the latter should not be proposed for removal.**

**Sub indicator: II Contract management**

*Guidelines for developing the ‘Contract management’ part, which should contain each of the following components:*

***Contract Management -*** *In this part of the tender each candidate should make a proposal for contract management activities with the Contracting Authority in order to achieve the intended result of the public procurement and a proposal on measures and activities for the exercise of control (including internal) during the execution of the contract for the purposes of qualitatively and timely execution of the order.*

**Scoring method:**

**-Score of 5 points -** for proposals that meet the guidelines for development of the subindicator, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. Clear and detailed proposal is provided for contract management activities with the Contracting Authority in order to achieve the intended result of the public procurement. The proposal provides clear and practical measures and activities for the implementation of internal control to ensure quality and timely implementation of the activities and tasks, envisaged under the contract.

**- Score of 3 points** - for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. This score is awarded for proposals that are detailed/specific, but minor incompleteness is established according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal for contract management activities with the Contracting Authority and/or

- The proposal for measures and activities for the implementation of control (including internal) during the performance of the contract.

**IMPORTANT! Based on this/these minor incompleteness established, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, i.e. the establishment of such incompleteness in tender does not mean that the latter should be proposed for removal.**

**Score of 1 point -** for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement, but are not clear and/or detailed/specific according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal for contract management activities with the Contracting Authority and/or

- The proposal for measures and activities for the implementation of control (including internal) during the performance of the contract.

**IMPORTANT! Based on these findings, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, the latter should not be proposed for removal.**

**Sub indicator: ІІI. Work organization**

*Guidelines for developing the ‘Work organization’ part, which should contain each of the following components:*

**Proposal regarding the planned work organization, mobilization and distribution of resources** – *In this part of the tender each candidate should make a proposal on the organization for the implementation of various works/actions in the composition of the procurement and necessary for performing the contract, as well as a proposal for allocation of tasks and responsibilities among the experts proposed by the tenderer and a proposal concerning other resources in connection with the implementation of the actions, envisaged under the contract, including both the relations and ties of collaboration among the experts proposed and the relations with the Contracting Authority and other stakeholders involved with the performance of the contract.*

***Technical proposals will not be evaluated and should be proposed for removal in cases where there is at least one of the following conditions:***

* ***Missing component "Work organization" of the technical proposal;***
* ***The work organization does not meet the guidelines for development;***
* ***The work organization does not meet the announced terms and conditions (requirements) of the Contracting Authority;***
* ***The work organization does not comply with effective legislation and / or applicable regulations and standards.***

***The above guidelines are spelled out in the model of the technical proposal.***

**Scoring method:**

**Score of 10 points –** for proposals that meet the guidelines for development of the ‘Work organization’, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. Detailed presentation of the organization for the implementation of individual works required for performing the Contract and a fully justified and adequate organizational structure is a proposed. The connection and consistency between the intended organization on the one hand and on the other - the proposal for the mobilization and distribution of resources used by the tenderer is clearly and specifically demonstrated. A detailed description is provided regarding the allocation of activities and responsibilities among the experts proposed by the tenderer and a proposal concerning other resources in connection with the implementation of the actions, envisaged under the contract, including both the relations and ties of collaboration among the experts proposed and the relations with the Contracting Authority and other stakeholders involved with the performance of the contract.

**Score of 5 points -** for proposals that meet the guidelines for development of the ‘Work organization’, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement. This score is awarded for proposals that are detailed/specific, but minor incompleteness is established according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal regarding the organization for the implementation of individual works required for performing the contract and/or the connection and consistency between the intended organization on the one hand and on the other - the proposal for the mobilization and distribution of resources used by the tenderer, and/or

- The proposal for allocation of tasks and responsibilities among the experts for implementation of the actions, envisaged under the contract and/or the relations and ties of collaboration both among the experts proposed and the relations with the Contracting Authority and other stakeholders involved with the performance of the contract.

**IMPORTANT! Based on this/these minor incompleteness established, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, i.e. the establishment of such incompleteness in tender does not mean that the latter should be proposed for removal.**

**Score of 1 point -** for proposals that meet the guidelines for development of the explanatory note, the requirements of the contracting authority, the effective legislation, the existing regulations and standards and comply with the subject matter of the public procurement, but are not clear and/or detailed/specific according to the grounds of the evaluation committee and the findings made after review of the technical proposals related to:

- The proposal regarding the organization for the implementation of individual works required for performing the contract and/or the connection and consistency between the intended organization on the one hand and on the other - the proposal for the mobilization and distribution of resources used by the tenderer, and/or

- The proposal for allocation of tasks and responsibilities among the experts for implementation of the actions, envisaged under the contract and/or the relations and ties of collaboration both among the experts proposed and the relations with the Contracting Authority and other stakeholders involved with the performance of the contract.

**IMPORTANT! Based on these findings, it cannot be concluded that the tenderer cannot perform the subject matter of the public procurement and that its technical proposal does not meet the previously announced terms and conditions (requirements) of the Contracting Authority, the latter should not be proposed for removal.**

**Sub indicator: IV Risk management.**

*Guidelines for developing the ‘Risk management’ part, which should contain each of the following components:*

**Proposal for measures to overcome/prevent specified by the contracting authority risks that should be managed by the contractor** – in this part of the offer, the tender participants should set way/ways to overcome/prevent risks or minimize them (including minimizing of negative consequences of already occurred risks). Furthermore, participants should analyze the identified risks and their manifestations that can affect the performance of the contract and to propose strategies (appropriate measures) to manage each risk, i.e. how they propose to act in every possible risk in order to restrict its influence or prevent its occurrence. In developing this part of the technical proposal it should be considered that manageable risks are risks whose occurrence, respectively subsequent management depends on the participants as well. Measures to control the first listed below by the contracting authority risk – untimely reporting of changes in applicable regulations during the execution of the contract would include prediction of prepared administrative resources and internal rules for ongoing monitoring of the regulatory framework in the planning of urban mobility so that timely to take into account changes occurred and take appropriate organizational activities. It is important and essential for the contracting authority in proposals regarding risks to address the practical implications of each of the risks associated with the subject of the contract, which the contracting authority has assessed and specified that must be managed by the contractor, but not fundamental consequences from occurrence of risks.

**Risks to the successful fulfilment of the Contract**

·         Failure to report occurred changes in the applicable regulations during the performance of the tender.

·         Failure to report occurred changes in the requirements of the financial institution.

·         Delay due to non-specified decisions or negligence of the Contractor.

·         Poor communication and coordination between the team of the Contacting Authority and the Contractor – consultant.

**Method for formation of the assessment:**

**Score of 5 points:** for proposals which comply to this part of the described guidelines above. The proposal indicates that the participant has identified the way/s to prevent/overcome risks orto minimize them, including minimizing the negative consequences of already occurred ones. For each of the risks is made clear and specific analysis of the manifestations of the risk. A strategy is proposed (appropriate measures) to manage each risk, as well as a proposal on how the participant proposes to act in every possible risk, whose management depends on the participant in order to limit its influence or to prevent its occurrence, i.e. in technical proposal there are proposed measures for management for all listed by the contracting authority risks. They are consistent with the approach of determining the indicative measures listed by the contracting authority for the first possible risk. There is no presence of description and/or proposal concerning the management of risks that generally affect the contracts of a similar nature to the subject of the contract and are indicated only ways to prevent/overcome the risks that are specific to the subject of this contract.

**Score of 3 points: -** for proposals that meet this part of the guidelines, laid out above for the corresponding technical proposal to one or two of the identified risks from the contracting authority:

* + - * The way/s to prevent/overcome risk/s or its/their minimization, including minimization of negative consequences already occurred and such is/are not detailed and/or specific and/or adequate and/or:
      * Performed analysis of the manifestations of risk/s are not detailed and/or specific and/or adequate and/or:
      * Strategy (adequate measures) for risk/s management and a proposal on how the participant proposes to act in risk/s is/are not detailed, and/or not specific, and/or not adequate.

**Score of 1 point:** - for proposals that meet this part of the guidelines laid out above and for the corresponding technical proposal to three or four of the identified risks of contracting authority:

* + - * Ways to prevent/overcome risks or to minimize them, including minimizing the negative consequences already occurred, was not detailed and/or not specific, and/or not adequate, and/or:
      * Performed analysis of the manifestations of risk/s are not detailed and/or specific and/or adequate and/or:
      * Strategy (adequate measures) for risk/s management and a proposal on how the participant proposes to act in risk/s is/are not detailed, and/or not specific, and/or not adequate.

**Suggestions about the risks that do not meet the technical specification and description for the content of this part of the offer or if this integral part of the justification is missing, should be proposed for removal.**

**For the purposes of this methodology, the definitions used therein should be interpreted in the manner indicated below:**

1. ***“Clear“*** *- should be understood as description, explanation, listing, which fully covers and is directed to the specific subject-matter of the procurement (i.e., recognizes its specific scope) and all aspects of the above constituents of the components of the indicator "Technical Proposal" are presented comprehensively Clear means a proposal that is unambiguous and does not need interpretation by the evaluation committee;*
2. ***“Detailed/Specific”*** *– a proposal, which apart from containing information regarding the listed by the contracting authority constituents of the components of the indicator "Technical Proposal", is not limited to their listing, but provides further texts clarifying the proposal, detailed information related to the specific requirements to the content of the components of the technical proposal, their specific scope and aspects set by the documentation for the award and related to the quality of performance of the contract and the upgrade over the foreseen technical specifications and requirements;*
3. *3.* ***“Adequate”*** *– a proposal, which takes into account the specifics of this public contract and one, which fully corresponds to a specific component of the subject matter of the procurement and a constituent of the technical proposal to which it relates;*
4. ***“Minor”*** *is incompleteness in the technical proposal, which does not make it non-compliant with the requirements, but is, for instance, an omission in the description or similar. Minor incompleteness exist when the missing information may be established by other facts and information set out in the technical offer of the tenderer (another part of its technical proposal, but is missing in the particular sub-indicator/ part of the tender). Minor incompleteness cannot affect the performance of the contract with regard to the requirements of the Contracting Authority, the effective legislation, the existing regulations and standards. If the missing information cannot be found in other parts of the tender, it shall be deemed that ‘major incompleteness’ of the tender is in and the tenderer shall be proposed for removal from the procedure for the award of the public contract.*
5. ***“Major”*** *are incompleteness/serious gaps/omissions in the technical proposal, which make it non-compliant with the requirements /announced terms and conditions of the contracting authority under Art. 69, para 1, item 3, PPA, referred to in the technical specifications, effective legislation, current regulations and standards or do not comply with the subject matter of the public procurement, such as: inconsistency between the required outputs and outcomes and those proposed; discrepancy of individual actions and the like.* ***Upon establishing major incompleteness in the technical proposal of the tender, its tender should be proposed for removal.***

**Indicator – “Price Tendered” (“ОЦ“)**

Indicator “Price Tendered” – with a maximum score of 40 **points.**

Price offers are checked to establish whether they were prepared and presented in accordance with the requirements of the documentation for participation in the public procedure. The scoring for indicator “**Price Tendered**” for each tender is calculated based on the following formula:

**PT = Pmin/Pn х 40**

**where:**

Pmin – minimum price offered among all tenders eligible for evaluation

Pn – the price proposed in the evaluated tender

PT is calculated rounded to two decimal places.

**The scores of each tenderer in terms of ОЦ will be** rounded to two decimal places**.**

Section V. CIRCUMSTANCES, THE EXISTENCE OF WHICH IS REASON FOR ELIMINATION OF PARTICIPANTS AND DOCUMENTS FOR VERIFICATION OF THE ABSENCE of such circumstances

Tenderers must meet the requirements of Art. 54, para 1, item 1, item 2, item 3, item 4, item 5, item 6 and 7, PPA and Art. 55, para1, items 1 and 4, PPA.

SECTION V.1. GENERAL REQUIREMENTS FOR PARTICIPANTS

**1.** In the public procurement procedure can participate Bulgarian or foreign natural persons or legal entities or associations thereof, and any other entity entitled to carry out services under the laws of the country in which it is established.

**2.** In the event that tenderer participates as an association (consortium), which is not registered as a legal entity, compliance with the selection criteria is evidenced by the participating consortium and not by each of its members, except for the relevant registration, submission of a certificate or another condition necessary to perform the contract as required by a statutory or administrative act and according to the allocation of the participation of persons in the performance of activities, as provided for in the Articles of Association.

**3.** The contracting authority does not set any requirements for the legal form under which the consortium will participate in the procedure for awarding the contract.

**4.** In the event that the tenderer is an association (consortium), which is not registered as an independent legal entity, a copy of the articles of association shall be presented, or agreement and/ or other applicable document from which the legal basis for establishing the consortium is apparent, as well as the following information in relation to the specific a public contract: 1. rights and obligations of participants in the consortium; 2. activities to be performed by each member of the consortium, and 3. The stipulation of joint and several liability among participants in the consortium.

**5.** In the event that the tenderer is an association (consortium), which is not a legal entity, a partner thereof shall be nominated and appointed to represent the consortium for the purpose of this public procurement.

**6.** In the event that the consortium is BULSTAT registered before the date of submission of the tender for this public procurement, they shall state the BULSTAT and /or other identifying information in accordance with the legislation of the country where the participant is established, and the address, including electronic address for correspondence in carrying out the procedure. If it is not registered and is awarded the implementation of the activities subject to this public contract, the Participant should make the BULSTAT registration after notification of the ranking and before signing of this a public contract;

**7. Subcontractors**

7.1 In the tender participants shall indicate subcontractors and the part of the contract which they will assign them if they intend to use subcontractors. In this case they have to provide proof of the obligations assumed by subcontractors.

7.2. Subcontractors shall comply with the relevant selection criteria according to the type and part of the contract that they will perform, and no grounds for exclusion from the procedure should be present with regard to them.

7.3. The Contracting Authority shall require replacement of a subcontractor who is not eligible under item 7. 2.

7.4. When the portion of the contract to be performed by the subcontractor can be delivered as a separate site to the contractor or to the contracting authority, the latter shall pay remuneration for that part to the subcontractor.

7.5. Payments under item 7.4 shall be carried out based on a request made by the subcontractor to the Contracting Authority via the Contractor, who is obliged to submit it to the Contracting Authority within 15 days of receipt.

7.6 Enclosed with the request under item 7.5, the Contractor shall provide an opinion, from which it should be apparent whether it disputes the payment or any part thereof as undue.

7.7. When the request for payment has been disputed, the Contracting Authority is entitled to refuse payment under clause 7.4., until the cause for the refusal is removed.

7.8. The rules on direct payments to subcontractors are laid down in this public procurement documentation and the draft procurement contract.

7.9. Notwithstanding the possibility of using sub-contractors, the contractor shall be responsible for the implementation of the public procurement contract.

7.10. After signing the contract and at the latest before the start of its implementation, the Contractor shall notify the Contracting Authority of the name, contact details and the representatives of the subcontractors specified in the tender. In the course of performing the contract, the Contractor shall notify the Contracting Authority of any changes to the information provided.

7.11. Replacement or inclusion of a subcontractor in the course of performing a procurement contract is allowed in exceptional cases, when the need arises, provided that the following conditions are simultaneously met: 1. No circumstances shall exist with regard to the new subcontractor to be eliminated from the procedure; 2. The new subcontractor shall meet the same selection criteria that were met by the former subcontractor, including the proportion and type of activities to be performed, adjusted according to the activities implemented so far.

7.12. In case of replacement or inclusion of a subcontractor, the Contractor shall submit to the Contracting Authority all documents proving that the conditions under item 7.11 have been met, together with a copy of the subcontracting agreement or the supplementary agreement within three days of their conclusion.

8. A person, who participates in a consortium/association or has given its consent and appears as a subcontractor in another candidate’s tender, may not submit an individual tender. In the public procurement procedure any natural person or legal entity can participate only in one consortium/association

9.Related parties or affiliates within the meaning of paragraph 2, item 45, Suppl. provisions of the PPA cannot be independent candidates in one and the same procedure.

10. Tenderers shall meet the requirements of Art. 54, para 1, item 1, item 2, item 3, item 4, item 5, item 6 and item 7, PPA and Art. 55, para 1, items 1 and 4, PPA.

*Note:* The grounds under Art. 54, para 1, item 1, item 2 and item 7, PPAshall apply for:

а/. persons who represent the participant or applicant;

b/. persons who are members of management and supervisory authorities of the participant or applicant;

c/. other persons with a status that allows them to directly influence the activity of the undertaking in a manner equivalent to that valid for its representatives and members of management or supervisory bodies.

When the requirements of Art. 54, para 1, items 1, 2 and 7 of the PPA apply to more than one person, all persons shall sign the same ESPD. When there is a need to protect personal data or there are differences in circumstances related to the personal situation, the information regarding the requirements of Art. 54, para 1, items 1, 2 and 7 of the PPA is completed in a separate ESPD for each person or for some persons. In the latter case - when filing more than one ESPD, the circumstances related to the selection criteria are contained only in the ESPD signed by a person who can independently represent the respective economic entity.

11. The participant or tenderer shall provide (declare) in Part III., Letter "D" of the European Single Procurement Document (ESPD) the lack of grounds under Art. 3 item 8 of the Economic and Financial Relations with Companies Registered *in* Preferential Tax Regime Jurisdictions*,* the Persons Related to Them and Their Beneficial OwnersAct.

SECTION V.2. CONTENT OF TENDERS AND REQUIREMENTS

**1. The tender shall include:**

**1.1.** inventory of the contents;

**1.2**. technical proposal containing:

а) power of attorney, when the person who submits the tender is not the legal representative of the applicant;

b) proposal to perform the contract in accordance with the technical specifications and requirements of the contracting authority based on Template №1, prepared in accordance with the requirements of the technical specifications, requirements to the tender and terms and conditions for implementing the contract, submitted in the original, including a deadline for implementation. **This shall be submitted also on electronic media (CD) in non-editable format (such as PDF or equivalent).**

c) declaration of acceptance of the terms in the enclosed draft contract - **Template №2**;

d) declaration of the validity period of the tender - **Template №3**;

e) declaration for lack of circumstances under Art. 106, para. 1, Art. 107 and Art. 109, para. 1, letter "a" and "b" of Regulation (EC, Euratom) № 966/2012 of the European Parliament and the Council of Europe on the financial rules applicable to the general budget of the Union (Appendix № 4);

f) declaration for lack of circumstances under "General guidelines for avoiding conflicts of interest" within the meaning of Art. 57 of Regulation 966/2012 of the European Parliament and of the Council of Europe on the financial rules applicable to the general budget of the Union (Appendix № 5).

**1.3.** The tenderer shall declare lack of grounds for exclusion and compliance with the selection criteria by submission of European Single Procurement Document (ESPD). When the tenderer has indicated that it will use the capacity of third parties to demonstrate compliance with the selection criteria or that it will use subcontractors, a separate ESPD shall be submitted for each of these persons. When the tenderer is a consortium or association which is not a legal entity, ESPD shall be submitted for each for each participant in the consortium/association.

**1.4.** documents proving the reliability measures, where applicable;

**1.5.** In the event that the tenderer is an association (consortium), which is not a legal entity, a copy of a document shall be presented (articles of association, or agreement and/ or other applicable document) from which the legal basis for establishing the consortium is apparent, as well as the following information in relation to the specific a public contract: 1. rights and obligations of participants in the consortium; 2. distribution of responsibility among members of the consortium; 3. activities to be performed by each member of the consortium. In the document for the consortium establishment shall be specified the partner, which for the purpose of the public procurement will represent the consortium;

**1.6.** Price proposal - **Template № 6**.

In case of discrepancy between numerical value of the price and the one written in words, the latter will be taken into account.

The price of the contract shall include all costs related to quality performance of the contract, as described by type and scope.

**SECTION VI. INSTRUCTIONS TO INTERESTED PERSONS AND PARTICIPANTS IN THE PROCEDURE**

1. Documents relating to participation in the procedure shall be submitted by the participant or by his authorized representative in person or by postal or other courier service, or by registered mail with advice of delivery to the following address: Sofia, 33, Moskovska Street.

2. Documents relating to participation in the procedure shall be submitted by the participant in a sealed opaque packaging, on which shall be written: the name of the tenderer, including participants in the consortium, as applicable; mailing address, telephone number and if possible, fax number and email address; the title of the public procurement.

3. The package shall contain an inventory of the documents, the documents themselves, as **well as a separate sealed opaque envelope with inscription "Proposed Price Parameters"**, which contains the price proposal of the tenderer.

4. Tenders submitted after the deadline for receipt or in unsealed or torn packaging shall not be accepted.

5. If at the time of expiry of the deadline for receipt of tenders, there are still people waiting at the place designated for their submission, they shall be included in a list that shall be signed by a representative of the Contracting Authority and by the persons present. Applications for participation or tenders of persons on the list shall be recorded in the register, and applications for participation or tenders by persons who are not included in the list shall not be accepted. Received applications for participation or tenders shall be submitted to the Chairman of the Commission and a protocol with the relevant data shall be drawn up. The protocol shall be signed by the bearer and by the Chairman of the Commission

**6. Information on liabilities relating to taxes and social security, environmental protection, employment protection and working conditions:**

Candidates can obtain the necessary information for taxes and social security, environmental protection, employment protection and working conditions in force in the Republic of Bulgaria and relevant to the construction works, subject of this public procurement as follows:

* Regarding obligations relating to taxes and social security contributions:

National Revenue Agency:

**Error! Hyperlink reference not valid.;** website:[www.nap.bg](http://www.nap.bg)

* Regarding obligations for protection of the environment:

Ministry of Environment and Water

MoEW Information Centre:open to visitors every working day from 14 to 17 hours.Sofia 1000, 67 W. Gladstone Street Phone: 02/ 940 6331

Website: <http://www3.moew.government.bg/>

* Regarding obligations relating to employment protection and working conditions:

Ministry of Labour and Social Policy:

Website: <http://www.mlsp.government.bg>

1051 Sofia, 2, Triaditsa Street

Phone: 02/8119 443

# SECTION VII. CONTRACT PERFORMANCE GUARANTEES AND

# COLLATERAL

**1. BANK GUARANTEE FOR advance payment,** securing funds provided in advance. The guarantee amounts to 100% of the advance payment. It shall be submitted by the selected contractor when requesting advance payment. The advance payment guarantee shall be released by the Contracting Authority after the first interim payment to the contractor.

**2. CONTRACT PERFORMANCE GUARANTEE – TERMS, AMOUNT AND METHOD OF PAYMENT:**

2.1. The contract performance guarantee shall be in the amount of 3% of the public contract value exclusive of VAT.

2.2. The guarantee shall be provided in one of the following forms:

2.2.1. amount in cash;

2.2.2. bank guarantee;

2.2.3. insurance policy that covers the contractor’s liability for performance.

2.3. The guarantee may be provided on behalf of the contractor at the expense of a third party - guarantor.

2.4. The tenderer selected as a Contractor shall choose the form of performance guarantee or guarantee for advance payment.

2.5. When the selected contractor is a consortium/ association, which is not a legal entity, each of the partners thereof may be the ordering party of the bank guarantee, the depositor of the amount of the guarantee or the insurance policy holder.

2.6. Conditions under which the performance guarantee shall be retained or released shall be regulated by the contract for execution of the public procurement concluded between the Contracting Authority and the Contractor.

2.7.When presenting the guarantee in the form of a payment order - the amount shall be paid to the account of the Contracting Authority (Sofia Municipality):

Bank: Municipal Bank, Vrabcha Branch

IBAN: BG 72 SOMB 9130 33 33008301

BIC: SOMBBGSF

**2.8.** Where a candidate chooses the tendering security to be bank guarantee, then it must be unconditional, irrevocable and payable on first written demand, in which the Contracting Authority stated that the Contractor has not fulfilled an obligation under the public procurement contract.

**2.9.** The Contracting Authority shall release the performance guarantee without owing interest for the period during which the funds have legally been with it.

**3.** The contracting authority shall enter into a written contract with the selected contractor under the terms and conditions of Article 112 of the Public Procurement Act. Upon signing the contract the tenderer selected contractor shall be obliged to submit documents in accordance with Art. 112, para 1, PPA.

**SECTION VIII. OTHER INSTRUCTIONS**

**1.** For any matters related to the procedure and the preparation of tenders, which are not addressed in the documentation, the provisions of the Public Procurement Act and other relevant regulatory acts shall apply.

**2.** The Contracting Authority shall provide unlimited, complete, free and direct electronic access the public procurement documentation.

**SECTION ix. DOCUMENT TEMPLATES**

***TEMPLATE***

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*(Name of the tenderer)*

**PROPOSAL TO PERFORM THE CONTRACT**

The undersigned.................................................................................................

*(Full name)*

In the capacity of ........................... of/with .................................................., UIC (BULSTAT)........................, with seat and registered address .............................................................................., tenderer in open procedure for the award of public procurement contract: **Developing a plan for sustainable urban mobility of Sofia municipality**

**DEAR LADIES AND GENTLEMEN,**

We hereby present our technical proposal for the implementation of the public procurement contract, subject to your declared open procedure.

We guarantee that we are able to deliver the order to a high quality standard, in full compliance with our proposal, the requirements of the Contracting Authority, the effective legislation and the submitted a draft contract.

**Deadline for completion of the contract: ............................................ (up to 18 calendar months.)**

**Deadline for implementation of the public contract: up to 18 calendar months.**

**WARNING! The maximum deadline for implementation of the contract is 18 calendar months.**

All activities will be coordinated with the Contracting Authority and revised where necessary, and will be implemented in volume and content according to the technical specifications and this tender.

**(WARNING! Please complete this section according to the announced conditions / requirements set out in the technical specifications and evaluation indicators (tender preparation guidelines) as specified in the evaluation methodology). According to the Contracting Authority, this approach would ensure obtaining of comparable in form and content proposals and accordingly will simplify and objectify the evaluation process:**

**METHODOLOGY AND ORGANIZATION:**

**І. Explanatory Note**

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**ІІ. Contract Management**

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**III. Work organization**

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**IV. Risk Management**

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In the event that we are selected for contractors, we will submit all documents necessary for signing the contract pursuant to tender documentation, within the time specified by the contracting authority.

This technical proposal is valid for a period of 1**80 (one hundred and eighty) calendar days** from the date fixed as the deadline for receipt of tenders pursuant to the notice / decision for change of the public procurement and will remain binding on us.

**NB! The technical proposal shall be** **provided also in electronic format (CD) in a non-editable format (e.g. PDF or equivalent).**

|  |  |
| --- | --- |
| Date | ............................/ ............................/ .................................................................................. |
| Name and surname | .......................................................................................................................................... |
| Signature (and stamp) | ........................................................................................................................................... |

***TEMPLATE***

...................................................................................................................................................

*(Name of the tenderer)*

**PRICE PROPOSAL**

The undersigned .................................................................................................

*(Full name)*

In the capacity of ........................... of/with .................................................., UIC (BULSTAT)........................, with seat and registered address .............................................................................., tenderer in open procedure for the award of public procurement contract: **Developing a plan for sustainable urban mobility of Sofia municipality**

**DEAR LADIES AND GENTLEMEN,**

We hereby present our price proposal for participation in the announced procedure for awarding the public procurement contract as follows:

***BGN .................................................................. (Say…) VAT excluded.***

**WARNING!** Tenders of **applicants that exceed the announced financial resource will who have offered values that exceed the maximum estimated value will be eliminated as not complying with the conditions, as previously announced by the Contracting Authority.**

I declare that our proposed price was established in full compliance with the terms of the tender documentation and includes all costs of service implementation, etc., needed for the proper execution of the subject of the public procurement, including staff salaries, etc., associated with the execution of the contract, as well as charges, profits, insurance and all other costs inherent to the activity.

In the event that we are selected as contractor, we **will require /not require** receiving advance payment of BGN .......................... (***up to 20%***) of the contract value, including VAT.

Provided that we are selected as Contractor of the public procurement, we agree to provide guarantee for the implementation of obligations under the contract in the amount of **3%** of the contract value, VAT excluded.

This price proposal is valid for a period of **180 (one hundred and eighty) calendar days** from the date fixed as the deadline for receipt of tenders pursuant to the notice / decision for change of the public procurement.

|  |  |
| --- | --- |
| Date | ............................/ ............................/ .................................................................................. |
| Name and surname | .......................................................................................................................................... |
| Signature (and stamp) | ........................................................................................................................................... |

***TEMPLATE***

**DECLARATION [[5]](#footnote-5)\***

**OF ACCEPTANCE OF THE TERMS OF THE ENCLOSED DRAFT CONTRACT**

The undersigned , in my capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(please, specify position)* at *(specify the tenderer’s company)* - tenderer in open procedure for the award of public procurement contract: **Developing a plan for sustainable urban mobility of Sofia municipality**

**I HEREBY DECLARE:**

I am familiar with the contents of the draft contract and accept the terms therein.

. Declarer: ­

*(Date of signing)*

**DRAFT!**

|  |
| --- |
| **PUBLIC PROCUREMENT CONTRACT FOR SERVICE PROVISION** |
| №..................../.................... |
| Today, ................................................................ , in Sofia, on the grounds of Art. ...... , PPA between: |
| **Sofia Municipality,** address: Sofia, 33, Moskovska Street, UIC 000696327, represented by .............................. ., hereinafter referred to as “CONTRACTING AUTHORITY”, as the one party, |
| and |
| ........................................................................................... with seat ................................................................................................................................................... |
| (\*name of the contractor) |
| and address: ................................................................................................................................................, |
| PIN/UIC/BULSTAT:..............................................................., VAT identification number (\*if registered) |
| .........................., represented by .................................................................................................................................................. |
| (\*legal representative – name and position) |
| or ....................................................................................................................................................., |
| (\*if there is an authorized person - name, position, act on which the representative authority is based) |
| appointed as a contractor after an open public procurement procedure № |
| ................................................................................................................................/ |
| (\*unique number of the procurement in the Public Procurement Register) |
| hereinafter referred to as "CONTRACTOR", as the other party, |
| this public procurement contract is concluded, hereinafter referred to as "Contract" with subject: **Developing a plan for sustainable urban mobility of Sofia municipality** **in accordance with the agreement for project: "Modernized trams for Sofia" between the State Secretariat for Economic Affairs of the Swiss Confederation as the one party and as the other party the Monitoring of European Union Funds Directorate at the Council of Ministers of the Republic of Bulgaria in the capacity of National Focal Point, Sofia Municipality and "Elektrotransport” EAD, signed on October 15, 2015.** |
| The parties agreed to the following: |
| **І. SUBJECT OF THE CONTRACT** |
| 1. The CONTRACTING AUTHORITY assigns and the CONTRACTOR agrees to undertake the elaboration of **plan for sustainable urban mobility of Sofia Municipality** according to the contents of the Technical Specification and tender of the CONTRACTOR. |
| **ІІ. PRICE AND METHOD OF PAYMENT** |
| 2.1. The CONTRACTING AUTHORITY shall pay to the CONTRACTOR remuneration amounting to BGN .......................................................... |
| (VAT excluded) and BGN .......................................................................................................................................... (VAT included). |
| 2.2. Payment shall be made based on invoices submitted by the contractor, and after fulfillment of the conditions for acceptance of the work done (the latter condition is not applicable to the advance payment).  2.3. The amount owed by the CONTRACTING AUTHORITY shall be paid via bank transfer as follows:  - within 30 calendar days from the signing of this contract by both parties and a submission by the contractor of guarantee to cover the full amount of the advance payment, VAT excluded, in a form of payment order / bank guarantee (free text) in respect of the advance payment, which amounts to: BGN............................... VAT excluded, representing .....( up to 20 %) of the remuneration under the contract, if requested;  - within 30 calendar days from the signing by both parties of a written statement certifying the performance and acceptance of all activities / work / services entrusted with this contract by the administration the CONTRACTING AUTHORITY in respect of the interim payment, which amounts to: BGN ............................... , VAT excluded, representing 70/90 (depending on whether an advance payment is requested and paid - delete as applicable) % of the remuneration under the contract and  - within 30 calendar days from the signing of a final statement (based on the final report from the contractor, which shall summarize the assigned activities / issues / proposal(s) and submitted after all the results have been accepted by the Contracting Authority) signed by both parties after adoption of the plan by the Municipal Council of Sofia Municipality and/or after the final adoption of the plan by the administration of the CONTRACTING AUTHORITY without comments concerning the final payment, which amounts to: BGN ..............................., VAT excluded, representing 10 % of the remuneration under the contract. |
| \* The advance payment guarantee shall be released at latest with the expiration of the three-day period of return or absorption of the advance. |
| 2.4. Payment shall be made in Bulgarian levs, by a payment order to the following bank account, specified by the CONTRACTOR: |
| BIC: ...................................... |
| IBAN: ................................... |
| BANK: ............................... |
| 2.5. The CONTRACTOR shall notify the CONTRACTING AUTHORITY in writing of any subsequent changes under paragraph 2.4 within 7 calendar days from the time of the change. Should the CONTRACTOR have not notified the CONTRACTING AUTHORITY within this period, it shall be considered that payments are properly made. |
| 2.6. The agreed price is final and not subject to update during the term of this contract. The parties to this contract undertake not to submit and not to receive any other amounts beyond those stipulated in the contract in order to ensure transparency and avoid corrupt practices. |
| 2.7. Where the CONTRACTOR has entered into subcontract(s), the CONTRACTING AUTHORITY shall make a final payment after being given evidence that the CONTRACTOR has paid the subcontractor / subcontractors for the completed works, as adopted under item 9.3. |
| **ІІІ. TERM AND PLACE OF PERFORMANCE** |
| 3.1. Contract takes force after securing funding from the contractor. **The Contract shall enter into effect from the date of receipt by the CONTRACTOR of a letter of assignment and input data from the CONTRACTING AUTHORITY and/ or other authorized bodies and entities and shall be effective until the end of the last day of the proposed timeframe for its implementation, as specified in the technical proposal of the CONTRACTOR**. **The maximum deadline for implementation of the contract is 18 calendar months.** |
| 3.2. The place of execution of the contract is the territorial scope of Sofia Municipality and the office / offices the CONTRACTOR. |
| **ІV. RIGHTS AND OBLIGATIONS OF THE PARTIES** |
| **4. The CONTRACTING AUTHORITY shall be entitled:** |
| 4.1. To require the CONTRACTOR to perform the relevant activities under the Technical Specification of the public procurement within the deadline and without deviations. |
| 4.2. To carry out verification at any point of the contract regarding quality, quantity, stages of implementation and technical parameters, without interfering with the operational activities of the CONTRACTOR. |
| 4.3. To keep a relevant part of the performance guarantee in case of default by the CONTRACTOR on the clauses of the contract and receive a penalty in the amount specified in paragraph 10.1 of this contract. |
| 4.4. To make claims in establishing poor quality of work that is not in accordance with the technical specifications and the technical proposal of the CONTRACTOR. |
| 4.5. To require the CONTRACTOR to conclude and submit subcontracts with those subcontractors specified in its tender. |
| **5. The CONTRACTING AUTHORITY shall be obligated:** |
| 5.1. To pay the CONTRACTOR the remuneration in the amount and under the terms and conditions hereunder. |
| 5.2. The CONTRACTING AUTHORITY shall undertake not to disclose in any form any information provided by the CONTRACTOR that has nature of business secret and is explicitly mentioned as such by the Contractor in its submitted tender. |
| **6. The CONTRACTOR shall be entitled:** |
| 6.1. To receive the agreed remuneration under the terms and conditions set out in this contract. |
| 6.2. To require from the CONTRACTING AUTHORITY necessary assistance to carry out the work under the contract, including the provision on the necessary information and documents for executing the contract. |
| **7. The CONTRACTOR shall be obligated:** |
| 7.1. To perform the contract to a high quality standard, as proposed in the tender, including the technical proposal, which is an integral part of this contract. |
| 7.2. Not to provide documents and information to third parties regarding the implementation of the contract and not to use the information that has become known in performing its obligations under this contract. |
| 7.3. To conclude a subcontract(s) with the subcontractors specified in its tender within 7 calendar days from the conclusion of this contract and to provide an original copy to the CONTRACTING AUTHORITY within 3 days. The **CONTRACTOR** may change the subcontractors specified in its tender under the provisions of Art. 66, para 12 in conjunction with Art. 66, para 11, items 1 and 2 of the PPA.  7.4. In execution of the subject matter of this contract the Contractor shall employ qualified experts and shall be responsible for their actions. During performance of the contract Contractor shall not change the individuals mentioned in the tender and the experts in the list of experts of the team responsible for carrying out the contract without prior written consent of the Contracting Authority.  7.5. To remove at its own expense any errors, inaccuracies and deficiencies found (quantitative and qualitative) by the Contracting Authority within the time limits specified in this contract.  7.6. To provide to the Contracting Authority information on the progress of work on the activities and an opportunity for exercising control over the execution regarding the quality, etc. at any point, without interfering with performance of the contract.  7.7. Not to communicate to physical and legal entities documents and information relating to the performance of the service without the explicit consent of the Contracting Authority.  7.8. To require its accomplished work subject to the contract, to be accepted by the Contracting Authority, if executed of high quality and on schedule.  7.9. To report on irregularities that have occurred in connection with the performance of the assigned work.  7.10. To keep accurate and systematic registry, as well as full and accurate accounting and other business records relating to the performance of the assignment, allowing to determine whether the costs are actually incurred for the contract.  7.11. To monitor and report on irregularities during the contract execution. In the event of irregularity detected at fault and / or omission of the Contractor, the latter shall reimburse to the Contracting Authority all amounts unduly paid together with the interest due.  7.12. The Contractor shall take all necessary measures to avoid conflicts of interest and shall inform immediately the Contracting Authority of the fact that causes or may cause such conflict.  7.13. Obligation for reimbursement on irregularities at fault and/or omission of the Contractor, together with the interest due and other wrongfully received funds under this contract. |
| **V. PERFORMANCE GUARANTEE** |
| 8.1. The CONTRACTOR guarantees the performance of the obligations evolving from this contract by proper performance guarantee in the amount of BGN ............................. (Say.. .................................................. ...........................) lev, representing 3% of its total value, excluding VAT. |
|  |
| 8.2. The CONTRACTING AUTHORITY shall retain and be indemnified by the guarantee if the CONTRACTOR persistently fails to fulfill any of its obligations under the contract as well as in case of interruption or delay of the implementation of its obligations under the contract by more than 21 calendar days. |
| 8.3. The CONTRACTING AUTHORITY shall be entitled to absorb the amount of the guarantee, without divestiture of the right to seek compensation for damages. |
| 8.4. In the absence of objections to the performance of the contract, the CONTRACTING AUTHORITY shall release the guarantee under item 8.1 within 20 calendar days after the execution (the final date for completion of the contract, which final date coincides with the acceptance of end products by the contracting authority by signing a statement of findings) without owing interest for the period during which the funds have legally been with it. |
| 8.5. This contract is implemented in stages (activities), therefore the contracting authority allows partial release of the performance guarantee for a completed part (activity) of the subject matter of the contract after its acceptance by a bilaterally signed statement of findings attesting to the performance and acceptance of the work under the contract. In the event of applicability of this clause of the contract, for its purposes it shall be deemed that the ratio between the two activities is 20:80. |
| 8.6. The CONTRACTING AUTHORITY shall release a relevant part of the performance guarantee after completion and acceptance of each stage / activity under the preceding paragraph, in compliance with the same ratio. |
| 8.7. The CONTRACTING AUTHORITY shall not release the performance guarantee if any disagreement between the parties has arisen in the course of the contract implementation regarding default of the CONTRACTOR on its obligations and the matter has been referred be settled by the Court. In resolving the dispute in favor the CONTRACTING AUTHORITY it can proceed with the absorption of the performance guarantee. |
| **VI. DELIVERY AND ACCEPTANCE OF PERFORMANCE** |
| 9.1. Acceptance of the work under item 1 shall be exercised by persons appointed by the CONTRACTING AUTHORITY and the CONTRACTOR. |
| 9.2. Delivery of results under the contract (inception report, report on activity 1, the plan for sustainable urban mobility on the territory of Sofia Municipality and /or other documents arising from the technical specifications) shall be done by signing of bilateral statement of delivery and acceptance by the persons under item 9.1.  9.3. Acceptance of the work under this contract (plan for sustainable urban mobility on the territory of Sofia Municipality and / or other documents arising from the technical specifications) shall be certified by signing of bilateral statement of findings by the persons under item 9.1 with regard to the performance and acceptance by the administration of the Contracting Authority of the work performed under the contract. The plan for sustainable urban mobility on the territory of Sofia Municipality should comply with the legal requirements and with other relevant documents, as specified in the technical specifications.  9.4. In the event of findings and/or remarks and/or other grounded recommendations by the administration of the Contracting Authority made within 15 working days of signing the statement of delivery and acceptance regarding the plan and or other document arising from the technical specifications, these findings/remarks/recommendations should be addressed by the CONTRACTOR within 10 working days and/or the latter has to make a reasoned justification on non-remedying a certain finding/ remark and/or recommendation.  9.5. If during the review of the revised document by the administration of the Contracting Authority is established that a finding and / or remark and / or other recommendation was not addressed by the Contractor and/or there is no justification for failure to rectify it, the Contracting Authority shall return the document to the Contractor to address the recommendations. In this case the procedure referred to in item 9.4 above shall apply. In the event that the so revised deliverables are not of the required quality, the CONTRACTING AUTHORITY may not accept the revised document and impose the penalty provided in item 10.1 of this contract.  9.6. After final acceptance of the Plan for sustainable urban mobility on the territory of Sofia Municipality by the Municipal Council of Sofia Municipality and /or after its final acceptance by the administration of the Contracting Authority without remarks (if the municipal council cannot reach a decision with the necessary consensus), the persons under item. 9.1 shall sign a bilateral final statement (based on the final report by the contractor). In the event of findings and/or remarks and/or other grounded recommendations made by the Municipal Council of Sofia Municipality, they should be addressed by the CONTRACTOR within 10 working days and/or the latter has to make a reasoned justification for not rectifying a certain finding/ remark and/or recommendation. After that, the bilateral final statement mentioned in the previous sentence shall be signed. |
| 9.7. Where the CONTRACTOR has entered into a subcontract(s), the work of the subcontractors shall accepted by the CONTRACTING AUTHORITY in the presence of both the CONTRACTOR and the subcontractor. |
| **VІІ. PENALTIES** |
| 10.1. In case of delay in the performance of the work under the contract, the CONTRACTOR shall owe the CONTRACTING AUTHORITY a penalty of 1 (one) % for each day of delay, but not more than 30 (thirty) % of the contract value. |
| 10.2. Payment of the penalty does not deprive the right party of the right to seek actual performance and compensation for damages. |
| **VІІІ. UNEXPECTED CIRCUMSTANCES** |
| 11.1. Parties to this Contract shall not be liable for damages and losses in the event that the latter are caused by force majeure event. |
| 11.2. In the event that the party which had to fulfill an obligation under the contract is in delay, it cannot rely on force majeure event. |
| 11.3. The party affected by force majeure event shall take all actions with due diligence in order to minimize the damage and losses suffered, and shall notify other party in writing within 2 calendar days of the occurrence of force majeure event. Failure to notify shall entail compensation due for the damages suffered. |
| 11.4. For the duration of the force majeure event, fulfilling the obligations and the related reciprocal obligations shall be suspended. |
| **Х. TERMINATION OF THE CONTRACT** |
| 12.1. This contract is terminated: |
| 12.1.1. By mutual written agreement between the parties; |
| 12.1.2. Upon guilty failure to fulfill the obligations by one of the parties to the contract - with 10 days written notice from the right party to the defaulting party; |
| 12.1.3. Upon finding irregularities and / or conflict of interests - by sending a written notice unilaterally by the CONTRACTING AUTHORITY to the CONTRACTOR; |
| 12.1.4. Upon its final completion; |
| 12.1.5. Upon the occurrence of the circumstances referred to in Art. 118, para 1 of the Public Procurement Act; |
| 12.1.6. When there have been significant changes in the financing of the public procurement - subject of the contract - beyond the powers of the CONTRACTING AUTHORITY and which it could not or was not obliged to foresee or prevent - by written notification immediately after the occurrence of such circumstances. |
| 12.2. The CONTRACTING AUTHORITY may terminate the contract without notice when the CONTRACTOR: |
| 12.2.1. delayed implementation of any of its obligations under the contract by more than 15 working days; |
| 12.2.2. failed to remove any shortcomings within a reasonable period specified by the CONTRACTING AUTHORITY; |
| 12.2.3. failed to fulfill accurately any of its obligations under the contract; |
| 12.2.4. employs a subcontractor without declaring it in its tender, or subcontractor, which is different from that indicated in the tender; |
| 12.2.5. is declared bankrupt or when it is subject to bankruptcy or liquidation proceedings. |
| 12.3. The CONTRACTING AUTHORITY may terminate the contract unilaterally, with 15 days' notice, without due penalties and compensation, and without the need for further justification. Termination shall occur after settlement of financial relations between the parties for the activities under the contract performed by the CONTRACTOR and approved by the CONTRACTING AUTHORITY. |
| **ХІ. FINAL PROVISIONS** |
| 13. Amendment to a public procurement contract is allowed in exceptional cases, under the provisions of Art. 116, para. 1 of the Public Procurement Act. |
| 14. Any communications, notifications and orders related to the implementation of the this contract and exchanged between the CONTRACTING AUTHORITY and the CONTRACTOR shall be valid when they are sent by post (with acknowledgment of receipt), by fax, e-mail or delivered by courier against signature of the party-recipient. |
| 15. Where a party has changed its address without notifying the other party of the new address, the messages shall be considered duly delivered when sent to the old address. |
| 16. Any disputes under this contract shall be settled through negotiations between the parties, and if no agreement is reached - shall be referred for resolution by the competent court in the Republic of Bulgaria. |
| 17. For any issues unregulated in this contract, the provisions of the effective legislation shall apply. |
| 18. Neither party shall have the right to assign its rights nor obligations arising from this contract to a third party, except in cases under Art. 116, para. 4, PPA and Art. 117, PPA. |
| An integral part of this contract are: |
| 1. Technical specifications - Appendix № 1 to this Contract. |
| 2. Price proposal - Appendix № 2 to this Contract. |
| 3. Technical proposal for the implementation of the public procurement contract - Appendix № 3 to this contract. |
| This contract is signed in three identical copies - two for the CONTRACTING AUTHORITY and one for the CONTRACTOR. |

|  |  |  |
| --- | --- | --- |
| **CONTRACTING AUTHORITY:** |  | **CONTRACTOR:** |
| **.............................................................** |  | **................................................** |
| **(Name, signature, stamp)** |  | **(Name, signature, stamp)** |

**/............................................../**

**Chief Accountant of Sofia Municipality**

1. http://www.eltis.org/sites/eltis/files/sump\_guidelines\_bg.pdf [↑](#footnote-ref-1)
2. The proposed package of measures should be based on the selected solution for SUMP implementation [↑](#footnote-ref-2)
3. Depending on the total value of the project and in case of major project within the meaning of Art. 100 of Regulation 1303/2013 economic analysis should be prepared [↑](#footnote-ref-3)
4. <http://ec.europa.eu/regional_policy/sources/docgener/studies/pdf/cba_guide.pdf> [↑](#footnote-ref-4)
5. *This declaration is compulsory to be completed by the tenderer’s representative according to the registration.*  [↑](#footnote-ref-5)