# A. INSTRUCTIONS TO TENDERERS

PUBLICATION REF.: CB007.2.31.131-PP2-02

By submitting a tender, tenderers fully and unreservedly accept the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever their own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

These instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the practical guide (available on the internet at: <http://ec.europa.eu/europeaid/prag/document.do>).

# Supplies to be provided

## 1.1 The subject of the contract is the supply, delivery, installation, commissioning by the contractor of the following goods:

Lot 1. Supply of integrated system for early warning of fires in municipality of Slivnitsa

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| --- | --- | --- | --- | --- |
| **No** | **Specifications** | | **Quantity** | |
| The tenderer is responsible for the delivery, installation and commissioning of the integrated system for early warning of fires in municipality of Slivnitsa | | | | |
| 1. | Drones:  Aircraft:   * Diagonal wheelbase (min.) – 940 mm; * Dimensions (min.) - 940(mm) x 940(mm) x 521(mm); * Package Dimensions (Min.) - 600(mm) x 430(mm) x 720(mm); * Satellite Positioning Systems - GPS/Beidou/GLONASS; * Net Weight (Min.) - 3.3 kg (7.28lb); * Max. Takeoff Weight – 10 kg (22.05lb).   Flight parameter:   * Hovering power (min.) - 768W; * Hovering Time (Min.) - 35mins; * Max. Speed - 25m/s; * Max. Flight Height - 1500m (4921.3ft); * Max. Takeoff Altitude 5000m(16404.2ft); * Max. Ascent Speed - 15m/s; * Max. Descent Speed - 2.5m/s; * Max. Tilt Angle - 25°; * Max. Wind Speed Resistance - 14m/s; * Max. Angular Velocity – 100 °/s; * Max. Flight Time – 38 mins.   Remote controller:   * Max Transmission Distance (Max.) - 5 Km; * Battery (Max.) - 25 LiPo, 7800mAh.   Power battery:   * Capacity - 22000mAh; * Battery Type – LiPo; * Net Weight - 2.9kg (6.39lb).   Camera:   * 1/1.9” STARVIS™ CMOS; * Effective Pixel (Min.) - 2560(H)x1920(V), 6 Megapixels; * Optical zoom (Max.) - 30x; * Pan/Tilt Range - Pan: ±168°; Tilt: -90° ~ 45°; * Pan/Tilt Speed - Pan: 130°/s; Tilt: 130°/s; * Encoding - H.265/H.264/MJPEG; * Resolution - 6M(2560×2560)/5M(2560×1920)/3M(2048×1536)/1080P(1920×1080); * Storage (Max.) - Micro SD Card 128G.   Thermal camera:   * Thermal Pixel – 640 (H)x512 (V); * Pixel Size – 17 μm; * Thermal Sensitivity - ≤40 mK; * Focal Length – 19 mm; * Pan/Tilt Range - Pan: ±168°; Tilt: -90° ~ 45°; * Pan/Tilt Speed - Pan: 130°/s; Tilt: 130°/s; * Accuracy - ±0.01°; * Encoding - H.264/MJPEG; * Storage - Micro SD Card 128G.   Live broadcasting:   * Resolution (Max.) - 1920(H) x 1080(V), 2 Megapixels; * Optical Zoom ((Max.) - 12x; * Speaker Effective Distance - ≥100m(328ft); * Storage - Micro SD Card 128G; * Easy Installation – Support. | | 2 pcs. | |
| Situation centre | | | | |
| 1. | | Video wall  The video walls must perform the following functions:   * Decode the real-time video to wall; * Decode the playback video to the video wall; * Manually/automatically decode to wall; * Control the video wall split; * Change the stream type of video channel; * Adding box, on/off screen and back display; * Tour the video channel; * Schedule plan: Set the running task on timeline; * Tour plan: Loop different task, can set loop time; * Supports NKB to control video wall; * Bind resources; * Target management; * Statistics; * Playback; * Live view; * Log; * Backup and restore.   The video wall must consist of 4 pcs. screens with the following specifications:  System:   * Diagonal - 46"(16:9); * LCD Technology - S-PVA; * Resolution - 1920×1080 (FHD); * Bezel width - 5.3mm; * Backlight - Direct LED; * Brightness/Luminance (Standard) - 500 cd/㎡; * Contrast - 3500:1; * Pixel Density - 48dpi; * Viewing Angle - H178°, V178°; * Response time - 8ms; * Display Color - 8bit; * Color Temperature - 10,000K; * MTBF - 50,000h.   Video signals:   * Video Input - CVBS(BNC)×2; * PC Signal - VGA(D-Sub)×1; * Digital Signal - DVI-D×1 [1080P(1920×1080), downward compatible]; * Loop Out - CVBS(BNC)×2.   General:   * Consumption (Standard) - 133W; * Consumption (Standby) - ≤1W; * Power Supply - AC90~264V (+/-5%), 50/60 Hz; * Installation Mode (all optional) - Modular Stacking/ Cabinet installation (Back up); * Control Signal - Infrared, RS232 double mode, supporting remote PC control; * Weight - 28.5kg; * Dimension(no structure) - 1024.1×579.0×133.0mm; * Work Environment - Temperature: 0℃~+50℃.   Decode for video wall  Accessory for video wall vase installation must include the following elements:   * Frame - For screens; * Cable - HDMI cable 15 meters ; * Appendix - remote controller , belt ,screw and so on;; * Wooden box for Base - Inner size 1050×1020× * Box for frame - 4 in 1(inner size 1060×930×750; * Tray for Sreens - 4 in 1（size 1280\*1150\*100. | | 4 pcs. |
| 2. | | Working station  The working station include 2 pcs. ordinary monitors with the following specifications:   * Diagonal - 21.5"(16:9); * Resolution - 1920×1080 (FHD); * Backlight – LED; * Brightness/Luminance (Standard) - 250 cd/m2; * Contrast - 1000:1; * Angle of view - 178°/178°(vertical/horizontal); * Response Time – 14 ms; * Display Colors - 16.7M; * VESA - 100×100.   General specifications:   * Consumption (Standard) - 26W; * Consumption (Standby) - ≤0.4W; * Power Supply - AC110~240V, 50/60 Hz; * Net Weight - 3.2kg; * Dimensions(no base) - 489.8×293.7×42.7mm; * Work Environment - Temperature: 0°~40°.   Decoder specification:   * 9ch@12M/9ch@4K / 14CH@500M/36ch@1080P;   PC workstation   * Maximum Memory - Up to 16 GB DDR4-2400 SDRAM 6; * Communications - LAN: Integrated 10/100/1000M gigabit Ethernet controller; Realtek RTL8111HSH-CG GbE Ethernet Controller9 WLAN: Intel® 3168 802.11ac (2x2) wireless with Bluetooth® M.2 combo card non-vPro™ (optional)10; * Available Software – n/a; * Power - 180 W AC power adapter; * Weight -max 5.5 kg (Configured with 1 HDD and 1 ODD. Exact weight depends on configuration); * Energy Efficiency Compliance - ENERGY STAR® certified and EPEAT® Silver registered configurations available18.   Aggregation switch:   * Interfaces - 10/100/1000BASE-T port x 20 Combo 1000BASE-T/SFP port x 4; * Management Ports - One Console port; * Reset Button - One Restore Factory Default Button; * Switching Capacity - 350Gbps; * Packet Forwarding Rate - 35.7Mpps; * Working Temperature - -10~55°C; * Storage Temperature - -40~70°C; * Operating Humidity - 5%~95% Non-condensing; * Dimensions - 440(L)×285(W)×44.5(H)mm; * Weight - <5Kg; * Input Voltage - AC: 110~240V/50~60Hz; * Power Consumption - <50W   Wireless:   * 2.4G: 0-200m(0-656.2ft); 5G: 0-5Km(0-16.4Kft);   Network storage:   * Main Processor - 64-bit high-performance Intel processor; * Controller - Single controller; * Memory - 4GB by default; * Operating System - Embedded LINUX; * User Interface – Web.   Working mode:   * Video Stream Mode - Max 512 channel; 1024Mbps for incoming/recording; 512Mbps for incoming/recording/forwarding; 64 channel(128Mbps) network playback; * Transfer Mode - 4096Mbps front-end connection 4096Mbps network transfer; * IP SAN Mode - Storage bandwidth shall not be less than 2.4Gbps.   Storage:   * HDD Amount - 16 HDDs, Up to 8 TB capacity for each HDD; SATA HDD composite connection * miniSAS - 1 miniSAS ports, for storage extension; * HDD Installation - Additional HDD bracket, HDD hot-swap, HDD online replacement; * HDD Mode - Single, RAID0/1/3/4/5/6/10/50/60(Enterprise-level HDDs are recommended), JBOD, hotspare.   Recording:   * IP Camera Input - 512 Channel; * Record Rate - 1024Mbps; * Record Mode - Manual, Schedule(Regular, Continous), Motion Detection, Alarm; * Record Interval - 1 ~ 120 min(default 60 min); Pre-record 1 ~ 30 sec; Post-record 10 ~ 300 sec.; I frame storage by period.   Network:   * Interface - 2 data RJ-45 ports (10/100/1000Mbps); * Network Mode - Multi-address, Fault-tolerance, Load balance, Link aggregation; * Network Function - HTTP, HTTPs, TCP/IP, IPv4/IPv6, UPnP, RTP, RTCP, RTSP, UDP, SMTP, NTP, DHCP, DNS, IP Filter, PPPoE,DDNS, iSCSI, SMB, NFS, FTP, Alarm Server, IP Search DVR, NVS, etc.) * Max. User Access - 128 users; * Smart Phone - iPhone, iPad, Android; * Interoperability - ONVIF 2.4, CGI Conformant.   Construction:   * Chassis - 1.2mm extra-thickness hot-dip; galvanized steel; high accuracy aluminum alloy slider; self-developed patent removable HDD bracket; * Dimensions(W x D x H) - 3U, 484.6mm x 473.6mm x 133.2mm ; (19.1" x 18.6" x 5.2"); * Net Weight - max 10kg (22.0 lb) (without HDD); * Gross Weight -max 15kg (33.1 lb); * Installation - Standard 19-inch rack installation.   DSS Server:   * The image must go through the decoder and to depict it on the video wall. * The managing of the monitors on the video wall must allow the working option of monitors as one screen; * The DSS server must include operation system.   Management Platform:   * The management platform must manage the video streaming; the alarms from the drones; * The management platform must be flexible, scalable, high reliable and powerful; * The management platform must have client-server architecture and possibility for integration with multiple surveillance systems; * The management platform must provide: central management, information sharing, convenient connection, multi-service cooperation; user permission management, device management, alarm management, central storage, video wall, map; People counting, business analysis, face recognition, radar smart track, fisheye smart track, violation; * Components: Central Management Service (CMS), Device Management Service(DMS), Storage Service (SS), Media Transmission Service (MTS), Auto Register Service (ARS), Alarm Dispatch Service(ADS); * Compatibility: must be able to connect to third-party devices via standard ONVIF protocol; SDK for third – party platform or mobile development; * Must provide the following main functions: Organization management, Role and user management, Event management, Display event alarm info including alarm time, alarm name, alarm status, etc., View the live video or pictures from related camera, Acknowledge the event alarm, Arming control for event alarm, Forward the alarm to relevant user, Send alarm e-mail, Process the alarm events, Search alarm events, Map, View the live video and playback on the map, Zoom in and zoom out the map, Decode the video to video wall quickly, Supports the area or length calculating for GIS map, Supports visible range and initial angle, Channel flash on map when alarm is occurring., Storage. * Must have channel license. | | 2 pcs. |
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The goods under the tender shall be delivered to Municipality of Slivnitsa, address №1 Saedinenie sq., Slivnitsa, Postal code 2200, Bulgaria DDP. The period of implementation is 180 days after the commencement date of the contract.

Lot 2. Supply of all-terrain cross over vehicle

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| **No** | **Specifications** | | **Quantity** |
| The tenderer is responsible for the delivery of the vehicle: | | | |
| 1 | External dimensions:   * Length (mm) – 5330; * Width (mm) – 1855; * Height (mm) – 1815; * Wheelbase (mm) – 3085.   Seating capacity (max):   * 5 persons;   Driving:   * Driven wheels – 4x4; * Four wheel drive type – part-time;   Engine:   * Engine type – diesel; * Capacity (cc) – 1900; * Engine description – four cylinders, in-line, DOHC, four valves per cylinder; * Number of cylinders – 4; * Configuration – in-line; * Head composiotion – light alloy; * Valve gear type – DOHC; * Number of valves per cylinder – 4.   Fuel:   * Diesel;   Power:   * Maximum power kW – 110; * Maximum torque Nm – 400; * Rpm for maximum torque – 1600.   Forced induction:   * Intercooler – standard;   Fuel system:   * Injection type – diesel common rail; * Ignition type – diesel.   Steering system:   * Servo, adjustable per height and gradient;   Emission control level:   * Combined co2 g/km – 300;   Steering:   * Rack & Pinion;   Disc brakes:   * Total number of disc brakes – 2; * Number of disc brakes that are ventilated – 2.   Wheels:   * Rim type – steel; | 1 | |

The goods under the tender shall be delivered to Municipality of Slivnitsa, address №1 Saedinenie sq., Slivnitsa, Postal code 2200, Bulgaria DDP. The period of implementation is 90 days after the commencement date of the contract.

Lot 3. Supply of specialized equipment of a light commercial vehicle for fire-fighting

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| **No** | **Specifications** | **Quantity** |
| The tenderer is responsible for the delivery, installation, conducting training of the specialized equipment of a light commercial vehicle for fire-fighting: | | |
| Type and purpose of the equipment:  Module consisting of a tank, pumps, filters, distributors, hoses and nozzles, designed for extinguishing fires with low combustion load and low intensity with maximum use of the extinguishing medium. | | |
| Equipment | | |
| 1. | A water container comprising a plurality of wave sections and water softeners when driving the vehicle through intersecting locations | 1 pcs. |
| 2. | High-pressure pump and low flow for asphyxiation of fire with water mist | 1 pcs. |
| 3. | Medium-pressure self-priming pump for charging the reservoir from field sources of water, rivers, ponds, tanks, aquifers, etc. The pump is also used to extinguish a low-intensity flame and emergency crew protection | 1 pcs. |
| 4. | Reel to quickly expand line of hoses and fast extension links | 1 pcs. |
| 5. | Shaft connections and adapters for connecting the module to other fire-fighting vehicles, pumps and equipment | 1 pcs. |
| 6. | Medium and large hoses, high and medium pressure jets | 1 pcs. |
| 7. | Filters, overflow valves, distribution valves, controls, inventory storage boxes | 1 pcs. |
| Technical data:   * Water supply (water reserve) – 650 l; * Loading speed (transport speed in the charged condition) – 80 km/h; * Time for supplying extinguishing agent – max. 40 min.; * Pressure pump – 20 l/min; * Debit pump – 150 l/min.   With the different types of jets to be achieved the following debits:   * High pressure sprayer – 12 l/min; * Small flue 4 mm diameter – 20 l/min; * Small flue 9 mm diameter – 80 l/min; * Combined sprayer – 120 l/min.   Acceptance and documentation:   * The pump modulemust be presented in a completed version fitted to the vehicle provided by the contracting entity; * According to a timetable, functional tests must be carried out and personnel must be trained to work with the system; * All instructions, manuals, diaries and specifications must be provided in Bulgarian; * The warranty period of the product must be less 24 / twenty-four / months. | | |

The goods under the tender shall be delivered to Municipality of Slivnitsa, address №1 Saedinenie sq., Slivnitsa, Postal code 2200, Bulgaria DDP. The period of implementation is 90 days after the commencement date of the contract.

Lot 4. Supply of set of special fire protection clothes

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| **No** | **Specifications** | **Quantity** |
| The tenderer is responsible for the delivery of the special fire protection clothes | | |
| 1. | Fire protection costume:   * Composed of 2 (two) parts – upper and lower.   The fire protection costumes must meet the following requirements:   * Fire resistant; * Breathable matter; * Waterproof outer sheath; * Reflective strip resistant to flames on the chest, back, arms and legs for optimum visibility during day and night; * Protection level – xf2, xr2, y1, z2; * Approval – EN 469:2005 + A1:2006; EN 340:2003. | 15 pcs. |
| 2. | Fire protection boots:   * To ensure access to hard-to-reach areas; * To prevent volunteers from injuries; * Material – upper part of heat-insulating and chemically resistant fireproof rubber; rubber sole; refractory, resistant to liquid fuel and slipping; * Cold-insulating outer construction; * An average piece of steel, resistant to sharp objects; * Cotton linen lining; * Steel finger protector (EN ISO 20345); * Application – for open fire operation; * Personal protective equipment – Category III; * Approval: EN 659: 2003 + A1: 2008; Directive 96/ 98/ EU. | 15 pcs. |
| 3. | Fire protection gloves – 15 pcs.:   * To protect volunteers hands from injuries and burns; * Material – natural calf leather; * Narrowing of the wrist by trapping and closing type; * Sheathing with insulating material, resistant to incision (100 para-aramid); * Application – for open fire operation; * Personal protective equipment – Category III; * Approval: EN 659: 2003 + A1 : 2008; Directive 96/ 98/ EU. | 15 pcs. |

The goods under the tender shall be delivered to Municipality of Slivnitsa, address №1 Saedinenie sq., Slivnitsa, Postal code 2200, Bulgaria DDP. The period of implementation is 120 days after the commencement date of the contract.

## 1.2 The supplies must comply fully with the technical specifications set out in the tender dossier (technical annex) and conform in all respects with the drawings, quantities, models, samples, measurements and other instructions.

## 1.4 Tenderers are not authorised to tender for a variant solution in addition to the present tender.

# Timetable

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|  | **DATE** | **TIME\*** |
| **Clarification meeting / site visit (if any)** | Not applicable | Not applicable |
| **Deadline for requesting clarifications from the contracting authority** | 16.10.2020 | 17:00 |
| **Last date on which clarifications are issued by the contracting authority** | 23.10.2020 | 17:00 |
| **Deadline for submission of tenders** | 05.11.2020 | 17:00 |
| **Tender opening session** | 09.11.2020 | 10:00 am |
| **Notification of award to the successful tenderer** | 16.11.2020 | - |
| **Signature of the contract** | 23.11.2020 | - |

**\* All times are in the time zone of the country of the contracting authority provisional date  
\*\* Provisional date**

# Participation

3.1 Participation is open to all natural persons who are nationals of and legal persons (participating either individually or in a grouping – consortium – of tenderers) which are effectively established in a Member State of the European Union or in a eligible country or territory as defined under the Regulation (EU) No 236/2014 establishing common rules and procedures for the implementation of the Union's instruments for external action (CIR) for the applicable instrument under which the contract is financed (see also heading 22 of the contract notice). Participation is also open to international organisations. All supplies under this contract must originate in one or more of these countries. However, they may originate from any country when the amount of the supplies to be purchased (as a whole or, if divided into lots, per lot) is below EUR 100 000. ]

## 3.2 These terms refer to all nationals of the above states and to all legal entities, companies or partnerships effectively established in the above states. For the purposes of proving compliance with this rule, tenderers being legal persons, must present the documents required under that country’s law.

## 3.3 The eligibility requirement detailed in subclauses 3.1 and 3.2 applies to all members of a joint venture/consortium and all subcontractors, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. Every tenderer, member of a joint venture/consortium, every capacity-providing entity, every subcontractor providing more than 10 % of the supplies must certify that they meet these conditions. They must prove their eligibility by a document dated less than one year earlier than the deadline for submitting tenders, drawn up in accordance with their national law or practice or by copies of the original documents stating the constitution and/or legal status and the place of registration and/or statutory seat and, if it is different, the place of central administration. The contracting authority may accept other satisfactory evidence that these conditions are met.

## 3.4 Natural or legal persons are not entitled to participate in this tender procedure or be awarded a contract if they are in any of the situations mentioned in Sections 2.4. (EU restrictive measures), 2.6.10.1. (exclusion criteria) or 2.6.10.1.2. (rejection from a procedure) of the practical guide. Should they do so, their tender will be considered unsuitable or irregular respectively. In the cases listed in Section 2.6.10.1. of the practical guide tenderers may also be excluded from EU financed procedures and be subject to financial penalties up to 10 % of the total value of the contract inaccordance with the Financial Regulation in force. This information may be published on the Commission website in accordance with the Financial Regulation in force. Tenderers must provide declarations on honour[[1]](#footnote-1) that they are not in any of these exclusion situations. The declarations must cover all the members of a joint venture/consortium. Tenderers who make false declarations may also incur financial penalties and exclusion in accordance with the Financial Regulation in force . Their tender will be considered irregular.

## The exclusion situations referred to above also apply to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers, as well as to all entities upon whose capacity the tenderer relies for the selection criteria. When requested by the contracting authority, tenderers/contractors must submit declarations from the intended subcontractors that they are not in any of the exclusion situations. In cases of doubt over declarations, the contracting authority will request documentary evidence that subcontractors are not in a situation that excludes them.

## 3.5 To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the contracting authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively.

## 3.6 Subcontracting is allowed but the contractor will retain full liability towards the contracting authority for performance of the contract as a whole.

# Origin

## 4.1 Unless otherwise provided in the contract or below, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, ‘origin’ means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the relevant international agreements (notably WTO agreements), which are reflected in EU legislation on rules of origin for customs purposes: the Customs Code (Council Regulation (EEC) No 2913/92) in particular its Articles 22 to 246 thereof, and the Code's implementing provisions (Commission Regulation (EEC) No 2454/93

General budget of the Union for calls where the CIR applies and 10th EDF/11th EDF:

If the estimated intrinsic value of the products is above or equal to EUR 100 000: All supplies under this contract must originate in one or more of the above countries.

If the estimated intrinsic value of the products (of the tender procedure as a whole or if divided into lots, per lot) is below EUR 100 000: All supplies under this contract may originate from any country.

## Tenderers must provide an undertaking signed by their representative certifying compliance with this requirement. The tenderer is obliged to verify that the provided information is correct. Otherwise, the tenderer risks to be excluded because of negligently misrepresenting information. For more details, see Section 2.3.5. of the practical guide.

## 4.2 When submitting tenders, tenderers must state expressly that all the goods meet the requirements concerning origin and must state the countries of origin. They may be asked to provide additional information in this connection.

# Type of contract

## Unit-price

# Currency

## Tenders must be presented in BGN for the tenderers from the Republic of Bulgaria or in EURO for the tenderers from other countries - EU or IPA countries.

# Lots

## 7.1 The tenderer may submit a tender for one lot only. several lots or all of the lots, but only one application may be submitted per lot. Tenders for parts of a lot will not be considered. Tenderers may not submit a tender for a variant solution in addition to their tender for the supplies required in the tender dossier.

## Contracts will be awarded lot by lot and each lot will form a separate contract. Any tenderer may state in its tender that it would offer a discount in the event that its tender is accepted for more than one lot.

# Period of validity

## 8.1 Tenderers will be bound by their tenders for a period of 90 days from the deadline for the submission of tenders.

## 8.2 In exceptional cases and prior to the expiry of the original tender validity period, the contracting authority may ask tenderers in writing to extend this period by 40 days. Such requests and the responses to them must be made in writing. Tenderers that agree to do so will not be permitted to modify their tenders and they are bound to extend the validity of their tender guarantees for the revised period of validity of the tender. If they refuse, without forfeiture of their tender guarantees, their participation in the tender procedure will be terminated. In case the contracting authority is required to obtain the recommendation of the panel referred to in Section 2.6.10.1.1. of the practical guide, the contracting authority may, before the validity period expires, request an extension of the validity of the tenders up to the adoption of that recommendation.

8.3 The successful tenderer will be bound by its tender for a further period of 60 days. The further period is added to the validity period of the tender irrespective of the date of notification.

# Language of tenders

## 9.1 The tenders, all correspondence and documents related to the tender exchanged by the tenderer and the contracting authority must be written in the language of the procedure, which is English.

## If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than English, it is strongly recommended to provide a translation into English, to facilitate evaluation of the documents.

# Submission of tenders

## 10.1 Tenders must be sent to the contracting authority before the deadline specified in 10.3. They must include all the documents specified in point 11 of these Instructions and be sent to the following address:

Municipality of Slivnitsa,

Address No 1 Saedinenie sq., Slivnitsa,

Postal code 2200, Bulgaria

If the tenders are hand delivered they should be delivered to the following address:

Municipality of Slivnitsa,

Address No 1 Saedinenie sq., Slivnitsa,

Postal code 2200, Bulgaria

Phone: + 359 887908888

Contact person: Elena Zaneva

Working hours: 09:00 h – 17:00 h

Tenders must comply with the following conditions:

## 10.2 All tenders must be submitted in one original, marked ‘original’, and 1 (one) copie signed in the same way as the original and marked ‘copy’.

## 10.3 All tenders must be submitted to Municipality of Slivnitsa, Address No 1 Saedinenie sq., Slivnitsa, Postal code 2200, Bulgaria before the deadline 23.03.2020, 17:00 local time

## (a) either by post or by courier service, in which case the evidence shall be constituted by the postmark or the date of the deposit slip[[2]](#footnote-2)

## (b) or by hand-delivery to the premises of the contracting authority by the participant in person or by an agent, in which case the evidence shall be constituted by the acknowledgment of receipt.

The contracting authority may, for reasons of administrative efficiency, reject any application or tender submitted on time to the postal service but received, for any reason beyond the contracting authority's control, after the effective date of approval of the short-list report or of the evaluation report, if accepting applications or tenders that were submitted on time but arrived late would considerably delay the evaluation procedure or jeopardise decisions already taken and notified.

10.4 All tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:

a) the above address;

b) the reference code of this tender procedure: CB007.2.31.131-PP2-02;

c) where applicable, the number of the lot(s) tendered for;

d) the words ‘Not to be opened before the tender opening session’ in the language of the tender dossier and „Да не се отваря преди разглеждане от комисията за оценяване и класиране“.

e) the name of the tenderer.

The technical and financial offers must be placed together in a sealed envelope. The envelope should then be placed in another single sealed envelope/package, unless their volume requires a separate submission for each lot.

# Content of tenders

Failure to fulfil the below requirements will constitute an irregularity and may result in rejection of the tender. All tenders submitted must comply with the requirements in the tender dossier and comprise:

**Part 1: Technical offer:**

## a detailed description of the supplies tendered in conformity with the technical specifications, including any documentation required, including if applicable:

The technical offer should be presented as per template (Annex II+III\*, Contractor’s technical offer) adding separate sheets for details if necessary.

**Part 2: Financial offer:**

## A financial offer calculated on a DDP basis for the supplies tendered, including if applicable:

This financial offer should be presented as per template (Annex IV\*, Budget breakdown), adding separate sheets for details if necessary.

**Part 3: Documentation:**

To be supplied using the templates attached\*:

* The "Tender form for a supply contract", together with its Annex 1 "Declaration on honour on exclusion criteria and selection criteria", both duly completed, which includes the tenderer’s declaration, point 7, (from each member if a consortium):
* The details of the bank account into which payments should be made (financial identification form – document c4o1\_fif\_en) (tenderers that have already signed another contract with the European Commission, may provide their financial identification form number instead of the financial identification form, or a copy of the financial identification form provided on that occasion, if no change has occurred in the meantime.)
* The legal entity file (document c4o2\_lefind\_en) and the supporting documents (tenderers that have already signed another contract with the European Commission, may provide their legal entity number instead of the legal entity sheet and supporting documents, or a copy of the legal entity sheet provided on that occasion, if no change in legal status has occurred in the meantime).

To be supplied in free-text format:

* A description of the warranty conditions, which must be in accordance with the conditions laid down in Article 32 of the general conditions.
* A statement by the tenderer attesting the origin of the supplies tendered (or other proofs of origin).
* Duly authorised signature: an official document (statutes, power of attorney, notary statement, etc.) proving that the person who signs on behalf of the company, joint venture or consortium is duly authorised to do so.

Remarks:

Tenderers are requested to follow this order of presentation.

Annex\* refers to templates attached to the tender dossier. These templates are also available on: <http://ec.europa.eu/europeaid/prag/annexes.do?group=C>

# Taxes and other charges

## The applicable tax and customs arrangements are the following:

The applicable tax and customs arrangements are the following:

## The European Commission and the Republic of Bulgaria have agreed that under Interreg - IPA CBC Bulgaria – Turkey Programme 2014 – 2020, the VAT shall be deemed eligible if it is not recoverable by any means from other sources according to national legislation (for Bulgaria – Bulgarian VAT Act, letter № 91-00-502/27.08.2007 of the Ministry of Finance.

# Additional information before the deadline for submission of tenders

The tender dossier should be so clear that tenderers do not need to request additional information during the procedure. If the contracting authority, on its own initiative or in response to a request from a prospective tenderer, provides additional information on the tender dossier, it must send such information in writing to all other prospective tenderers at the same time.

Tenderers may submit questions in writing to the following address up to 21 days before the deadline for submission of tenders, specifying the **publication reference and the contract title**:

Municipality of Slivnitsa, Bulgaria

Adress: No 1 Saedinenie sq., Slivnitsa

Postal code: 2200, Bulgaria

E-mail:slivnitsa@slivnitsa.bg

The contracting authority has no obligation to provide clarifications after this date.

Any clarification of the tender dossier will be published on the website of DG International Cooperation and Development at <https://webgate.ec.europa.eu/europeaid/online-services/index.cfm?do=publi.welcome> at the latest 11 days before the deadline for submission of tenders.

Any prospective tenderers seeking to arrange individual meetings with either the contracting authority and/or the European Commission during the tender period may be excluded from the tender procedure.

# Clarification meeting / site visit

14.1 No clarification meeting / site visit planned. Visits by individual prospective tenderers during the tender period cannot be organised. ]

# Alteration or withdrawal of tenders

## 15.1 Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 10.1. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

## 15.2 Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Article 10. The outer envelope must be marked ‘Alteration’ or ‘Withdrawal’ as appropriate.

## 15.3 No tender may be withdrawn in the interval between the deadline for submission of tenders referred to in Article 10.1 and the expiry of the tender validity period. Withdrawal of a tender during this interval may result in forfeiture of the tender guarantee.

# Costs of preparing tenders

No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.

# Ownership of tenders

The contracting authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.

# Joint venture or consortium

## 18.1 If a tenderer is a joint venture or consortium of two or more persons, the tender must be a single one with the object of securing a single contract, each person must sign the tender and will be jointly and severally liable for the tender and any contract. Those persons must designate one of their members to act as leader with authority to bind the joint venture or consortium. The composition of the joint venture or consortium must not be altered without the prior written consent of the contracting authority.

## 18.2 The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to the contracting authority in accordance with point 11 of these instructions to tenderers. All signatures to the authorising instrument must be certified in accordance with the national laws and regulations of each party comprising the joint venture or consortium together with the powers of attorney establishing, in writing, that the signatories to the tender are empowered to enter into commitments on behalf of the members of the joint venture or consortium. Each member of such joint venture or consortium must provide the proof required under Article 3.5 as if it, itself, were the tenderer.

# Opening of tenders

## 19.1 The purpose of the opening session is to check whether the tenders are complete, whether the requisite tender guarantees have been provided, whether the required documents have been properly included and whether the tenders are generally in order.

## 19.2 The tenders will be opened in public session on 09.11.2020, 10 am, local time at Municipality of Slivnitsa, No 1 Saedinenie sq., Postal code: 2200, Bulgaria by the appointed committee . The committee will draw up minutes of the meeting, which will be available on request.

In the case that at the date of the opening session some tenders have not been delivered to the contracting authority but their representatives can show evidence that it has been sent on time, the contracting authority will allow them to participate in the first opening session and inform all representatives of the tenderers that a second opening session will be organised.

## 19.3 At the tender opening, the tenderers’ names, the tender prices, any discount offered, written notifications of alteration and withdrawal, the presence of the requisite tender guarantee (if required) and such other information as the contracting authority may consider appropriate may be announced.

## 19.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation and comparison of tenders, or recommendations concerning the award of the contract can be disclosed until after the contract has been awarded.

## 19.5 Any attempt by tenderers to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the contracting authority in its decision concerning the award of the contract will result in the immediate rejection of their tenders.

## 19.6 All tenders received after the deadline for submission specified in the contract notice or these instructions will be kept by the contracting authority. The associated guarantees will be returned to the tenderers. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

# Evaluation of tenders

## 20.1 Examination of the administrative conformity of tenders

The aim at this stage is to check that tenders comply with the essential requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the contracting authority or the tenderer’s obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

If a tender does not comply with the tender dossier, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

## 20.2 Technical evaluation

After analysing the tenders deemed to comply in administrative terms, the evaluation committee will rule on the technical admissibility of each tender, classifying it as technically compliant or non-compliant.

## The minimum qualifications required (see selection criteria in contract notice point 16) are to be evaluated at the start of this stage.

Where contracts include after-sales service and/or training, the technical quality of such services will also be evaluated by using yes/no criteria as specified in the tender dossier.

## 20.3 In the interests of transparency and equal treatment and to facilitate the examination and evaluation of tenders, the evaluation committee may ask each tenderer individually for clarification of its tender including breakdowns of prices, within a reasonable time limit to be fixed by the evaluation committee. The request for clarification and the response must be in writing, but no change in the price or substance of the tender may be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered during the evaluation of tenders pursuant to Article 20.4. Any such request for clarification must not distort competition. Decisions to the effect that a tender is not technically compliant must be duly justified in the evaluation minutes.

## 20.4 Financial evaluation

a) Tenders found to be technically compliant will be checked for any arithmetical errors in computation and summation. Errors will be corrected by the evaluation committee as follows:

- where there is a discrepancy between amounts in figures and in words, the amount in words will be the amount taken into account;

- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

b) Amounts corrected in this way will be binding on the tenderer. If the tenderer does not accept them, its tender will be rejected.

c) Unless specified otherwise, the purpose of the financial evaluation process is to identify the tenderer offering the lowest price. Where specified in the technical specifications, the evaluation of tenders may take into account not only the acquisition costs but, to the extent relevant, costs borne over the life cycle of the supplies (such as for instance maintenance costs and operating costs), in line with the technical specifications. In such case, the contracting authority will examine in detail all the information supplied by the tenderers and will formulate its judgment on the basis of the lowest total cost, including additional costs.

## 20.5 Variant solutions

Variant solutions will not be taken into consideration.

## 20.6 Award criteria

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

**21. Notification of award**

The contracting authority will inform all tenderers simultaneously and individually of the award decision. The tender guarantees of the unsuccessful tenderers will be released once the contract is signed.

# 22. Signature of the contract and performance guarantee

22.1 The successful tenderer will be informed in writing that its tender has been accepted (notification of award). Upon request of the contracting authority and before the signature of the contract with the successful tenderer, the successful tenderer shall provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is effectively established, to show that it is not in any of the exclusion situations listed in Section 2.6.10.1. of the practical guide. This evidence or these documents or statements must carry a date not earlier than one year before the date of submission of the tender. In addition, a statement shall be provided that the situations described in these documents have not changed since then.

For contracts with a value of less than EUR 300 000, the contracting authority may, depending on its assessment of the risks, decide not to require proofs for selection criteria.

## 22.2 Upon request of the contracting authority, the successful tenderer shall also provide evidence of financial and economic standing and technical and professional capacity according to the selection criteria for this call for tenders specified in the contract notice, point 16. The documentary proofs required are listed in Section 2.6.11. of the practical guide.

The contracting authority may, depending on its assessment of the risks, decide not to require proofs for financial and economic standing and technical and professional capacity.

## 22.3 If the successful tenderer fails to provide the documentary proof or statement or the evidence of financial and economic standing and technical and professional capacity within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the contracting authority may award the tender to the next lowest tenderer or cancel the tender procedure.

The contracting authority may waive the obligation of any candidate or tenderer to submit the documentary evidence referred to above if such evidence has already been submitted for the purposes of another procurement procedure, provided that the issue date of the documents does not exceed one year and that they are still valid. In this case, the candidate or tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that his/her situation has not changed.

Documentary evidence of the financial and economic capacity and/or of the technical and professional capacity according to the selection criteria specified in point 16 of the contract notice shall be submitted. (See further Section 2.6.11. of the practical guide).]

By submitting a tender, each tenderer accepts to receive notification of the outcome of the procedure by electronic means. Such notification shall be deemed to have been received on the date upon which the contracting authority sends it to the electronic address referred to in the offer.

22.4 The contracting authority reserves the right to vary quantities specified in the tender by +/- 100 % at the time of contracting and during the validity of the contract. The total value of the supplies may not, as a result of the variation rise or fall by more than 25 % of the original financial offer in the tender. The unit prices quoted in the tender shall be used.

## 22.5 Within 30 days of receipt of the contract signed by the contracting authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable), to the contracting authority. On signing the contract, the successful tenderer will become the contractor and the contract will enter into force.

## 22.6 If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the contracting authority may consider the acceptance of the tender to be cancelled without prejudice to the contracting authority’s right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the contracting authority.

22.7 The performance guarantee referred to in the general conditions is set at 5% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released within 45 days of the issue of the final acceptance certificate by the contracting authority, except for the proportion assigned to after-sales service.

# 23. Tender guarantee

No tender guarantee is required.

# 24. Ethics clauses and code of conduct

## 24.1 Absence of conflict of interest

The tenderer must not be affected by any conflict of interest and must have no equivalent relation in that respect with other tenderers or parties involved in the project. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties according to the Financial Regulation in force.

## .24.2 Respect for human rights as well as environmental legislation and core labour standards

The tenderer and its staff must comply with human rights and applicable data protection rules. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements, and with the core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the conventions on freedom of association and collective bargaining; elimination of forced and compulsory labour; abolition of child labour).

**Zero tolerance for sexual exploitation and sexual abuse:**

The European Commission applies a policy of 'zero tolerance' in relation to all wrongful conduct which has an impact on the professional credibility of the tenderer.

Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited.

## 24.3 Anti-corruption and anti-bribery

The tenderer shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. The European Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process or during the execution of a contract and if the contracting authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, ‘corrupt practices’ are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or execution of a contract already concluded with the contracting authority.

## 24.4 Unusual commercial expenses

Tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a payee who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

## 24.5 Breach of obligations, irregularities or fraud

The contracting authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to breach of obligations, irregularities or fraud. If breach of obligations, irregularities or fraud are discovered after the award of the contract, the contracting authority may refrain from concluding the contract.

# 25. Cancellation of the tender procedure

If a tender procedure is cancelled, tenderers will be notified by the contracting authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur, for example, if:

* the tender procedure has been unsuccessful, namely where no suitable, qualitatively or financially acceptable tender has been received or there has been no valid response at all;
* the economic or technical parameters of the project have changed fundamentally;
* exceptional circumstances or *force majeure* render normal implementation of the project impossible;
* all technically acceptable tenders exceed the financial resources available;
* there have been breach of obligations, irregularities or frauds in the procedure, in particular where these have prevented fair competition;
* the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.

**In no event will the contracting authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure even if the contracting authority has been advised of the possibility of damages. The publication of a contract notice does not commit the contracting authority to implement the programme or project announced.**

# 26. Appeals

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See Section 2.12. of the practical guide.

**27. Data Protection**

[Processing of personal data related to this tender procedure by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

The tender procedure and the contract relate to an external action funded by the EU, represented by the European Commission. If processing your reply to the invitation to tender involves transfer of personal data (such as names, contact details and CVs) to the European Commission, they will be processed solely for the purposes of the monitoring of the procurement procedure and of the implementation of the contract by the Commission, for the latter to comply with its obligations under the applicable legislative framework and under the financing agreement concluded between the EU and the Partner Country without prejudice to possible transmission to the bodies in charge of monitoring or inspection tasks in application of EU law. For the part of the data transferred by the contracting authority to the European Commission, the controller for the processing of personal data carried out within the Commission is

[For DG DEVCO the head of legal affairs unit of DG International Cooperation and Development.]

Details concerning processing of your personal data by the Commission are available on the privacy statement at:

<http://ec.europa.eu/europeaid/prag/annexes.do?chapterTitleCode=A>

In cases where you are processing personal data in the context of participation to a tender (e.g. CVs of both key and technical experts) and/or implementation of a contract (e.g. replacement of experts) you shall accordingly inform the data subjects of the possible transmission of their data to EU institutions and bodies and communicate the above mentioned privacy statement to them.]

# 28. Early detection and exclusion system

The tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities listed in the above-mentioned decision, in relation to the award or the execution of a procurement contract.]

1. See PRAG Section 2.6.10.1.3 A) [↑](#footnote-ref-1)
2. It is recommended to use registered mail in case the postmark would not be readable [↑](#footnote-ref-2)