

**DOCUMENTATION**

*for conducting an open procedure for the selection of a contractor for awarding a contract under the terms and conditions of Article 53, paragraph 10, sentence one, hypothesis two of*

*the Civil Aviation Act (CAA) with subject*

**“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”**

Sofia, 2024

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**TABLE OF CONTENTS:**

**PART I**

**SECTION I** – Description of the Subject of the Contract. Time Limit for Execution. Place of Execution.

**SECTION II** – Technical Specification

**SECTION III** – Requirements for Receipt of Tender Documentation

**SECTION IV** – Arrangements for Submission of Tenders

**SECTION V** – General Requirements for Tenders and Instructions for Their Preparation

**SECTION VI** – Requirements for participants

**SECTION VII** – Requirements for the Composition of the Tender

**SECTION VIII** – Clarifications on the Tender Documentation

**SECTION ІХ** – Arrangements for Conducting the Procedure. Committee for Evaluation of Tenders

**SECTION X** – Methodology for Evaluation of Tenders

**SECTION XI** – Required Deposits and Guarantees

**SECTION XII** – Termination of the Procedure

**SECTION XIII** – Conclusion of Contract

**SECTION XIV** – Additional Requirements

**SECTION XV** – Draft Contract

**PART II**

**DOCUMENT FORMS**

Form No. 1 – Tender

Form No. 2 – Technical Proposal for Execution of the Contract

Form No. 3 – Conformity Assessment Matrix

Form No. 4 – List of Completed Activities

Form No. 5 – List of the Staff who will Execute the Contract

Form No. 6 – Price proposal

Form No. 7 – Bank Guarantee for Performance of the Contract

Annex No. 1 – Technical Specification for Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA

**PART I**

**Section I**

**DESCRIPTION OF THE SUBJECT OF THE CONTRACT.**

**TIME LIMIT FOR EXECUTION. PLACE OF EXECUTION.**

1.1. The subject of the contract covers data capturing, processing and delivery in a suitable form of terrain and obstacle data on the territory of the Republic of Bulgaria (in the coverage areas defined in Annex 15 of International Civil Aviation Organisation – ICAO) and monitoring of significant changes in the information provided on an annual basis.

1.2. Time Limit for Execution

1.2.1. The time limit for execution of the contract shall not exceed 16 (sixteen) months from the date of entry into force of the contract and shall not include the warranty service period and the time limit for execution of the Service Level Agreement (SLA).

1.3. The proposed warranty period shall be 2 (two) years from the date of signing the bilateral data delivery acceptance certificate.

1.4. The project products must be delivered on a digital medium to the Contracting Authority’s building at the following address: Republic of Bulgaria, 1540 Sofia, 1 Brussels Blvd.

**Section II**

**TECHNICAL SPECIFICATION**

2.1. The technical specification for execution of the contract is presented as Appendix 1 to the tender documentation.

**Section III**

**REQUIREMENTS FOR RECEIPT OF TENDER DOCUMENTATION**

3.1. The Contracting Authority shall publish the tender documentation on the website of BULATSA at the following address: ……………………………, where free and unlimited access is provided to the documentation presented in electronic form.

**Section IV**

**ARRANGEMENTS FOR SUBMISSION OF TENDERS**

4.1. Tenders shall be submitted on paper and in electronic form at the register office of BULATSA at the following address: Bulgarian Air Traffic Services Authority, 1 Brussels Blvd., 1540 Sofia, within the time limit specified in the contract notice.

4.2. BULATSA shall reserve the right to extend the time limit for submission of tenders, notifying the participants on the company’s website www.bulatsa.com no later than 10 (ten) days before the announced deadline for submission of the tenders.

4.3. The tender shall be submitted in a sealed non-transparent package by the participant or its authorised representative in person or by courier. The participant shall indicate on the package the subject of the contract, the name of the participant (including the partners in the civil partnership established under the Obligations and Contracts Act, in case of participation of a consortium that is not a legal entity), address for correspondence, telephone number, e-mail address and, if possible, fax.

4.4. The submitted tenders shall be registered with an entry register based on the order of their receipt, with their serial number, date and time of their receipt in the registry office of BULATSA being noted on the package.

4.5. BULATSA will not accept tenders that are submitted upon expiry of the deadline for receipt of tenders or that are placed in an unsealed or damaged package. This circumstance shall be indicated in the register.

**Section V**

**REQUIREMENTS TO THE TENDERS AND INSTRUCTIONS FOR THEIR PREPARATION**

5.1. Any participant who meets the requirements previously announced by the Contracting Authority may participate in the announced procedure.

5.2. Any participant in the procedure shall be entitled to submit only one tender, and no variants shall be allowed.

5.3. The same person shall not be allowed to participate in the procedure independently and as a participant in a consortium.

5.4. No participant in the procedure shall be allowed to act as a subcontractor of another participant in the procedure.

5.5. The tender shall be signed by an authorised person according to the commercial/judicial registration of the participant or by a person authorised by it.

5.6. Unless otherwise stated, all documents in the tender must be in Bulgarian and/or English.

5.6.1. The Technical Proposal and Price Quotation must also be presented in electronic form, each on a separate medium, in a popular format (for example MS Word, MS Excel, MS Project, ACAD or equivalent), which allows their processing for internal purposes of the Contracting Authority (changing the view, searching and checking individual elements, tracking the progress, etc.). In case of inconsistency between the information presented on paper and that presented in electronic form the information presented on paper shall prevail.

5.7. The package shall contain two separate sealed, non-transparent and labelled envelopes (packages) as follows:

(a) **envelope No. 1** labelled "Selection documents and technical proposal for execution of the contract”, along with the corresponding electronic medium,

(b) **envelope No. 2** labelled "Price proposal", which shall contain the price proposal of the participant, along with the corresponding electronic medium.

The price proposal of the participant, including the proposal in electronic form, shall be placed in a separate sealed non-transparent envelope labelled "Price proposal" inside the tender package. No information relating to the price proposal or the method of its calculation may be provided in any form outside the envelope containing the price proposal of the participant.

5.8. The validity of the tender shall be 90 days from the date specified as the deadline for submission of the tenders.

**Section VI**

**REQUIREMENTS TO THE PARTICIPANTS**

With the below-mentioned selection criteria the Contracting Authority has determined the minimum eligibility requirements for participants in the procedure to establish their ability to execute the contract.

**Notes:**

1. *In case of participation of consortia that are not legal entities, the compliance with the selection criteria referred to in item 6.1 and item 6.2 shall be proved by the relevant consortium members depending on the distribution of their participation in the performance of the activities provided for in the contract establishing the consortium.*
2. *A natural person may perform/may occupy only one of the functions/positions listed in the criterion referred to in item 6.2.*
3. *Subcontractors (if any) shall meet the relevant selection criteria depending on the type and proportion of the contract they will execute.*

6.1. In the last 3 (three) calendar years each participant in the procedure shall have implemented activities identical or similar to the subject of the contract. The following activities shall be considered identical or similar to the subject of the contract:

* services/activities in the field of information technology, including implementation and maintenance of information systems in the field of aviation;
* services/activities in the field of delivery of images captured using satellite(s), or aircraft(s), or unmanned aircraft system(s).

Participants shall have experience in the implementation of both types of activities which may be implemented within more than one contract.

The Compliance with the requirement shall be evidenced by submission of the documents listed below:

1. A list of services that are identical or similar to the subject of the contract, containing the values, dates and recipients, along with evidence of the service provided.

The information referred to in item 1 shall cover the last 3 (three) calendar years. The information may also cover a shorter period, depending on the date on which the applicant or participant was established or started to perform its activity.

6.2. Participants shall have minimum staff and executives with specific professional competence to perform all activities within the project scope, as follows:

6.2.1. **Project Manager** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Social, Economic and Legal Sciences”, “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences”, according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 7 (seven) years of work experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation as a Project Manager in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* valid professional project management certificate (PMI, PMP or equivalent).

6.2.2. **Business analyst** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences”, “Social, Economic and Legal Sciences” or “Technical Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 7 (seven) years of work experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation as a Business Analyst in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* valid professional business analysis certificate (CBAP, FCBA or equivalent).

6.2.3. **Database expert** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 5 (five) years of work experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* Certified database specialist (SDBS).

6.2.4. **Network and information security expert** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 5 (five) years of work experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* network security and/or information security professional certificate (CEH or equivalent).

6.2.5. **Quality assurance expert** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” or “Social, Economic and Legal Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 5 (five) years of work experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation as a Quality Assurance Expert in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* Quality assurance professional certificate (ISTQB Certified Tester or equivalent).

6.2.6. **Programmers** (2 persons) who meet the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” or “Social, Economic and Legal Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 5 (five) years of work experience in the field of information technologies;

**Specific professional experience**: participation as programmers in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;

6.2.7. **Geodesy expert** who meets the following requirements:

**Educational qualification**: full design capacity in the field of Geodesy, according to Article 230 of the Spatial Development Act, or equivalent for foreign participants;

**General professional experience**: at least 5 (five) years of work experience in the field of geodesy;

**Specific professional experience and certifications**: proven specialisation in the field of satellite geodesy.

6.2.8. **Geographic Information Systems (GIS) expert** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” or Social, Economic and Legal Sciences according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002, or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 5 (five) years of professional experience in the field of information technologies;

**Specific professional experience and certifications**:

* participation as an expert in the implementation of at least 1 (one) similar project. A project covering one or more of the fields specified in item 6.1 above shall be considered to be similar;
* certified instructor able to work with GIS software products.

6.2.9. **Expert in images and their processing** who meets the following requirements:

**Educational qualification**: Higher education in one of the following areas: “Natural Sciences, Mathematics and Computer Sciences” or “Technical Sciences” or “Social, Economic and Legal Sciences” according to the Classification of Areas of Higher Education and Professional Fields adopted by Decree No. 125 of the Council of Ministers of 24 June 2002 or equivalent educational qualification acquired abroad in areas equivalent to the above;

**General professional experience**: at least 7 (seven) years of work experience in the field of remote methods of surveying the earth's surface and in particular extraction, processing, structuring, coding and analysing spatial data;

**Specific professional experience and certifications**:

* participation in the implementation of at least 1 (one) project for the production of cartographic materials using images captured by satellite/s, or aircraft/s or unmanned aircraft system(s);
* participation in the implementation of at least 1 (one) project for delivery of images captured using satellite(s) or aircraft(s) or unmanned aircraft system(s);
* certificate of completed training in the use of specialised software for remote methods of surveying the earth's surface.

Note: The participants must provide the following information about those involved in the project team, as described in item 6.2:

* Curriculum vitae;
* Copies of documents proving their education and work experience, certificates, etc.

**Section VII**

**REQUIREMENTS TO THE COMPOSITION OF THE TENDER**

The tender shall contain:

7.1. **Envelope No. 1** labelled **"Selection documents and technical proposal for execution of the contract”,** containing:

7.1.1. Information on the unique identifier according to Article 23 of the Commercial Register Act, when the participant is a Bulgarian legal entity or sole trader. In the case of foreign participants – legal entities must submit a certificate of good standing issued by the authority and in the form provided for by the relevant legislation of the country in which the registration was made, accompanied by a translation into Bulgarian.

7.1.2. Power of attorney (original or notarised copy), if the person who will represent the participant in the procedure is not its legal representative. The power of attorney shall be signed by the person who represents the participant according to its commercial/judicial registration. When the participant is a foreign person the power of attorney shall be drawn up in Bulgarian and legalised in accordance with the Bulgarian legislation.

7.1.2.1. If the country in which the participant is registered is a party to the Convention Abolishing the Requirement of Legalisation for Foreign Public Documents, the participant shall submit this document, which shall be provided with an original "Apostille". When translating the relevant document into Bulgarian the translator's signature shall be certified by the Bulgarian Ministry of Foreign Affairs.

7.1.3. Participating consortia shall submit a copy of the constituent act, contract, agreement or other applicable document proving the establishment of the consortium, certified by the participant, which contains the following information:

(a) information on the allocation of responsibilities among the participants in the consortium for the specific contract and the activities on its execution, which each consortium member will perform.

(b) information on the partner and legal entity who will represent the consortium for the purposes of this contract;

(c) information on the expressly agreed joint and several liability for the execution of this contract;

(d) information on the duration of the consortium, which shall be at least as long as the time limit for execution of the contract.

7.1.4. Completed Form No. 1 (tender form) in the form presented in this documentation – original, signed by the representative of the participant or by an authorised person.

Each participant in the procedure for awarding a contract shall state in its tender whether or not it will use subcontractors to execute the contract. The participant shall indicate the subcontractors, if any, the type of work that they will perform and the proportion of their participation.

If the participant plans to use subcontractors, the latter shall submit:

* the document referred to in item 7.1.1.;
* the relevant documents proving that the set selection criteria comply with the type and proportion of the work, which they will perform.

7.1.5. A list of activities performed in the last 3 (three) calendar years, including the two activities with a subject identical or similar to those of the contract, accompanied by recommendations for good performance issued by the respective Contracting Authorities.

7.1.6. A list of the staff who will execute the contract and a list of the members of the management team who will be responsible for the contract execution prepared in accordance with Form No. 5, which shall contain the information needed to establish compliance with the requirements outlined in item 6.5 of this documentation, indicating:

* Full name of the person (including CV);
* Data on the document proving the acquired education – educational institution, number and date of the document, educational degree, occupational strand and speciality;
* Work experience;
* Specific work experience;
* Certificate(s);
* Other.

7.1.7. Technical proposal prepared in accordance with the Technical Specification and in accordance with Form No. 2, along with the annexes thereto. The information contained in the Technical Proposal shall be presented in a manner that enables the Contracting Authority to establish the degree of compliance of the proposed parameters with the requirements of the Contracting Authority.

The Technical Proposal shall present information (or such information shall be attached as Annex to it) on the methodology for project implementation management, including:

1. Catalogues, brochures or technical descriptions. Technical descriptions may be prepared in English, without translation into Bulgarian.
2. Organisation chart – management and technical team and implementation units.
3. Risk management plan.
4. Quality management plan.
5. Methodology for project implementation management, including an initial version of the Project Management Plan (PMP) consistent with the project implementation stages determined by the Contracting Authority.
6. Conformity assessment matrix prepared in accordance with Form No. 3.

7.2. **Envelope No. 2 "Price proposal” – a separate sealed, non-transparent envelope labelled "Price proposal" and the participant’s name,** containing:

7.2.1. Price proposal prepared in accordance with Form No. 6.

**No information related to the price proposal shall appear in any form outside of the envelope labelled “Price proposal”.** Participants in the procedure who have in any way included elements of their tender (or parts thereof) related to the price proposal in another envelope shall be excluded from participation in the procedure.

7.3. When preparing the tender each participant shall adhere exactly to the requirements announced by BULATSA. The Committee for Examination, Evaluation and Ranking of Tenders may propose to exclude from the procedure any participant who submitted a tender that does not fully meet the requirements of this documentation.

**Section VIII**

**CLARIFICATIONS ON THE TENDER DOCUMENTATION**

* 1. Each participant may request in writing from the Contracting Authority clarifications on the tender documentation within 10 (ten) days before the expiry of the deadline for submission of tenders at the address of BULATSA – 1540 Sofia, 1 Brussels Blvd, to the attention of Mr. Vladimir Grigorov – director of Information Systems Directorate, acting director and project manager, e-mail: vladimir.grigorov@bulatsa.com, tel.: +359 2 937 1380.
  2. The Contracting Authority will respond in writing within 5 (five) days from the date of receipt of the request.
  3. The Contracting Authority will send a written clarification to the participant who made the written inquiry and who indicated an address for correspondence. For all other participants the Contracting Authority will publish the clarifications on the tender documentation on its website ([www.bulatsa.com](http://www.bulatsa.com) ), without noting in the answer the person who inquired.
  4. The clarifications referred to in item 8.3. shall be considered as an integral part of the tender documentation.

**Section IХ**

**ARRANGEMENTS FOR CONDUCTING THE PROCEDURE. METHODOLOGY FOR EVALUATION OF TENDERS**

* 1. Committee for Examination, Evaluation and Ranking of tenders shall be appointed by order of the Director General of BULATSA.
  2. The committee shall evaluate the tenders according to the previously announced conditions.
  3. A uniform approach shall be applied to the evaluation of tenders in strict compliance with the confidentiality requirements.
  4. In case of any lack and/or inconsistency of the documents referred to in items 7.1.1 to 7.1.7, the chairperson of the committee shall send a notice by fax or e-mail to the participant, which indicates a deadline for submission of the missing documents and/or a deadline for removal of the inconsistencies.
  5. Upon expiry of the time limit referred to in item 9.4, the committee shall proceed to an examination of the documents on the compliance of the participants' tenders with the requirements set by the Contracting Authority submitted in addition.
  6. The committee may request the participants to provide any information that it deems necessary to establish the compliance of the proposals with the Contracting Authority’s requirements, to evaluate the tenders and to calculate the prices. If necessary, at the request of the committee, the tenders may be amended, supplemented and clarified. These amendments, supplements and clarifications: shall result in greater efficiency of the technical solution; shall not change the main characteristics of the tender if this would lead to restriction of competition or discrimination of participant in the procedure; shall not lead to reduction in the minimum technical requirements defined in the tender documentation and shall not result in deterioration of the tender, including price quotation. The request shall be made by the chairperson of the committee in writing, by fax or by e-mail.
  7. The committee shall open the envelopes containing the price proposals after their examination and evaluation based on all other indicators.
  8. The committee shall propose to the Contracting Authority to exclude from participation in the procedure any participant who has submitted a tender that does not meet the previously announced requirements.
  9. If the comprehensive evaluations of two or more tenders are equal, the tender offering the lowest price shall be considered to be the most economically advantageous tender. If the prices are equal, the evaluations based on the indicator “highest relative weight” shall be compared and the tender with the more favourable value, according to this indicator, shall be selected.

9.9.1. The committee shall carry out a public lot to determine a contractor among the first-ranked tenders if this tender cannot be determined under the procedure laid down in item 9.9.

* 1. At the end of its work, the committee shall submit to the Director General of BULATSA a protocol on the examination, evaluation and ranking of the tenders.
  2. . Based on the results reflected in the protocol in item 9.10. of this section, the Director General of BULATSA will make the decision to appoint a contractor or to terminate the procedure.
  3. . The participants will be notified of the decision by fax or e-mail within 5 (five) days from the date of its issue.

**Section Х**

**METHODOLOGY FOR EVALUATION OF THE TENDERS**

* 1. The present methodology for calculating the comprehensive evaluation of the tenders is a set of rules by which the conformity between the Contracting Authority’s requirements and submitted tenders will be evaluated to determine the proposal that will satisfy the Contracting Authority’s needs in an optimal, effective and efficient manner.
  2. The tenders of participants who have not been excluded from participation in the procedure and who meet the previously announced eligibility requirements and all requirements of the Technical Specification shall be subject to comprehensive evaluation.
  3. Participants whose technical proposals and price quotations do not meet the Contracting Authority’s requirements and cannot be remedied pursuant to the procedure laid down in item 9.6. of Section IX shall be excluded from further participation due to non-compliance with the conditions set by the Contracting Authority.
  4. Tenders shall be ranked in descending order of the total score obtained, calculated on the base of the evaluation indicators, and the tender with the highest total score (comprehensive evaluation) shall be ranked first. The scores for the individual indicators shall be presented in numerical terms rounded to two decimal places.
  5. The indicators and relative weight in the comprehensive evaluation are described in the present documentation and the requirements set in the Technical Specification.
  6. The tenders that meet the requirements previously announced by the Contracting Authority and that are admitted to examination and evaluation shall be evaluated according to the criterion "economically advantageous tender based on the best quality/price ratio", using the indicators described below:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Indicator** | **Maximum number of points** | **Relative weight** |
| 1. | Technical evaluation (TE) of the proposal | 100 | 50% |
| 2. | Price evaluation (PE) of the proposal | 100 | 50% |

**Table 1 –** Evaluation indicators

The evaluations are formed according to the individual indicators and the comprehensive evaluation of the proposals of the participants in the procedure is calculated, as follows:

**Indicator No. 1 Technical Evaluation (TE)**

**The technical evaluation (TE) has a relative weight of 50% in the comprehensive evaluation.**

The scoring method is detailed in Table 2 below.

|  |  |
| --- | --- |
| **T1 – Data quality** | **Maximum number of points 30** |
| Demonstrative data (that meets the technical requirements) illustrating the expected quality according to the technical requirements for the image material proposed for delivery in some of the areas is included in the participant's proposal | 10 |
| Demonstrative data (that meets the technical requirements) illustrating the expected quality according to the technical requirements for the image material proposed for delivery in each area is included in the participant's proposal | 30 |
| **T2 – Service performance quality** | **Maximum number of points 20** |
| In the approach proposed by the participant to performing the eTOD implementation activities and warranty maintenance ONE of the requirements described below is met:  • The participant has detailed their approach to developing the information solution; | 10 |
| * The participant has detailed its approach to carry out warranty maintenance.   For the purposes of the evaluation against this criterion the phrase   * **"Has detailed its approach to performing the activities"** shall be understood as a description in which for each activity and element of the information solution the measures that will be taken for their implementation are defined, and there are clearly defined beginning and end and measurable results ensuring effectiveness in achieving the objectives set. * **"Has detailed its approach to performing the warranty maintenance"** shall be understood as a description that includes a clearly defined scope and methodology of maintenance and that the parameters have been specified and the work processes and platform for processing requests have been described. |  |
| In the approach proposed by the participant to performing warranty maintenance activities BOTH requirements described below are met:   * The participant has detailed their approach to developing the information solution; * The participant has detailed its approach to carry out warranty maintenance.     For the purposes of the evaluation against this criterion the phrase   * **"Has detailed its approach to performing the activities"** shall be understood as a description in which for each activity and element of the information solution the measures that will be taken for their implementation are defined and there are clearly defined beginning and end and measurable results ensuring effectiveness in achieving the objectives set. * **"Has detailed its approach to performing the warranty maintenance"** shall be understood as a description that includes a clearly defined scope and methodology of maintenance and that the parameters have been specified and the work processes and platform for processing requests have been described. | 20 |
| **T3 - Approach to business analysis** | **Maximum number of points 20** |
| The business analysis approach presented by the participant ensures the fulfilment of the minimum requirements of the Contracting Authority specified in the technical specification, upgrading them with one of the circumstances described in letter "A" of the evaluation methodology. | 5 |
| The business analysis approach presented by the participant ensures the fulfilment of the minimum requirements of the Contracting Authority specified in the technical specification, upgrading them with two of the circumstances described in letter "A" of the evaluation methodology. | 10 |
| The business analysis approach presented by the participant ensures the fulfilment of the minimum requirements of the Contracting Authority specified in the technical specification, upgrading them with three of the circumstances described in letter "A" of the evaluation methodology. | 20 |
| **T4 - Approach to project management** | **Maximum number of points 10** |
| The project management approach presented by the participant corresponds to the minimum requirements of the Contracting Authority, upgrading them in relation to one of the circumstances specified in letter "B" of the evaluation methodology. | 3 |
| The project management approach presented by the participant corresponds to the minimum requirements of the Contracting Authority, upgrading them in relation to two of the circumstances specified in letter "B" of the evaluation methodology. | 5 |
| The project management approach presented by the participant corresponds to the minimum requirements of the Contracting Authority, upgrading them in relation to three of the circumstances specified in letter "B" of the evaluation methodology. | 10 |
| **T5 - Approach to maintaining the system and reflecting the changes** | **Maximum number of points 10** |
| The maintenance approach presented by the participant ensures the fulfilment of the minimum requirements of the Contracting Authority specified in the Technical Specification for a period of 2 (two) years, including a detailed description of the services provided by the participant. | 1 |
| The maintenance approach presented by the participant ensures the fulfilment of the minimum requirements of the Contracting Authority specified in the Technical Specification for a period of 2 (two) years, including a detailed description of:   * The services provided by the participant; * All procedures for identifying changes in obstacles and their update. | 10 |
| **T6 - Data provided** | **Maximum number of points 10** |
| The participant delivers the minimum data described in the Technical Specification and additional data. | 1 |
| The participant delivers the minimum data described in the Technical Specification, precise additional data contributing to the objective of the contract and detailed transformations for their use, accuracy, parameters and attributes. | 10 |

**Table 2 –** Technical evaluation indicators

**A) When evaluating sub-item T3 – Approach to business analysis it will be considered that the participant's technical proposal builds on the minimum requirements of the Contracting Authority specified in the Technical Specification, when one or more of the following circumstances are present in the technical proposal:**

А1. The participant has proposed and justified methodology and specific business analysis software tools. The software tool shall support the selected methodology and shall store all business process diagrams in a centralised relational database.

А2. The participant has proposed the use of a specific business analysis software tool that standardly supports at least Business Process Model and Notation (BPMN) 2.0, EPC (event-driven process chain), screen form design diagrams and navigation modelling diagrams between system screens. The software tool provides an interconnection between a business process diagram and the screen form design diagrams or navigating between screens, using common graphical objects.

А3. The participant has proposed the use of a specific business analysis software tool that allows different business process diagram versions to be maintained and diagrams to be automatically compared through a graphical interface.

*Note: To prove the existence of one or more of the circumstances referred to in letter A), the participant shall describe in its technical proposal the capabilities of the selected software tool, including through screen forms of the same. In its technical proposal, the participant shall provide evidence that it holds a licence/s of the selected software tool.*

**B) When evaluating sub-item T4 – Approach to project management it will be considered that the participant's technical proposal builds on the minimum requirements of the Contracting Authority specified in the Technical Specification, when one or more of the following circumstances are present in the technical proposal:**

В1. In its technical proposal the participant has fully justified in detail the use of a project management methodology tailored to the specific features of the project and has outlined how the proposed project methodology will contribute to the qualitative achievement of the expected outcomes.

*Note: The phrase "fully justified in detail" must be understood as a detailed description of the applicability and usefulness of the proposed methodology, how it will be adapted to the specific project and what will be the result of its application.*

В2. In its technical proposal the participant has presented an initial Risk Register. The risks are relevant to the features of the project, they are divided into categories, the likelihood of the occurrence of the risk and its impact on the project implementation process is reported and analysed, and a measure is proposed to overcome the consequences of a risk that has already occurred.

В3. In its technical proposal the participant has identified risks for the project implementation and has proposed for each identified risk more than one measure to prevent its occurrence and more than one measure to overcome the consequences of a risk that has already occurred.

***Note:*** *Each of the measures proposed by the participant to prevent the above risks is described in the context of the subject of the present project and an explanation as to how the respective measure will contribute to preventing the occurrence of the specified risk or to overcoming the consequences thereof has been made.*

**The maximum number of points that the participant may receive for the Technical Evaluation indicator is 100 points.**

The technical evaluation of the proposals is the sum of the individual quality evaluation sub-items calculated according to the following formula:

**TE=T1+T2+T3+T4+T5+T6**

**Indicator 2 Price Evaluation (PE)**

The price evaluation (PE) has a relative weight of 50% in the comprehensive evaluation.

It is calculated according to the following formula:

**Cp = Cmin/Cn X 100,** where:

Cp is the price indicator of the n-participant;

Cmin is the lowest price proposed by a participant in the procedure, excluding VAT;

Cn is the price proposed by the n-participant in the procedure, excluding VAT.

For the PE indicator a maximum number of 100 points is awarded to the participant who has proposed the lowest price.

**Comprehensive Evaluation (CE)**

The comprehensive evaluation is calculated according to the following formula:

**CE = 0.5 x TE + 0.5 x PE**

CE is rounded to two decimal places.

**Participants will be ranked in descending order, with the highest comprehensive evaluation being equal to 100 points.**

**The participant with the highest comprehensive evaluation (CE) will be ranked first.**

**Section XI**

**REQUIRED DEPOSITS AND GUARANTEES**

**11.1. Amount and terms of the guarantee for the performance of the contract**

11.1.1. When signing the contract, the participant appointed as the contractor to it must present a guarantee for the performance of the contract in the amount of 5% (five per cent) of the contract value referred to in item 4.1 of the contract, excluding VAT.

11.1.2. The guarantee for the performance of the contract may be provided in one of the following forms:

(a) a sum of money;

(b) original bank guarantee for the performance of the contract issued in favour of the Contracting Authority in accordance with Form No. 7 to this documentation and valid at least 30 (thirty) days after signing the second certificate of successful acceptance of the Monitoring phase during the relevant period. The bank guarantee for the performance of the contract must be unconditional, irrevocable, non-transferable and payable at the first written request, in which the Contracting Authority has stated that the Contractor has failed to fulfil an obligation or another reason for retaining the performance guarantee. Bank guarantee may also be issued in the form approved by the issuing bank if the form contains the conditions listed in Form No. 7 attached to the documentation.

11.1.3. The guarantee for the performance of the contract shall be retained and released by the Contracting Authority in accordance with the terms and conditions of the draft contract.

**11.2. Bank account**

When a participant in the procedure submits the guarantee for the performance of the contract provided for in item 11.1.2.a. as a sum of money, this sum shall be transferred to the following bank account of BULATSA:

Eurobank Bulgaria AD (Post Bank)

Bulgaria, 1766 Sofia, 260 Okolovrasten Pat Str.

Bank account with IBAN: BG44BPBI79421091110002

Bank BIC: BPBIBGSF.

**Section XII**

**TERMINATION OF THE PROCEDURE**

12.1. BULATSA will terminate this procedure when:

12.1.1. No tender has been submitted;

12.1.2. All tenders do not meet the submission requirements, including those regarding the form, manner and time limit, or are unsuitable;

An "unsuitable tender" shall be considered to be a tender which does not meet the technical specifications and the requirements for execution of the contract or which is submitted by a participant in the procedure that does not meet the selection criteria.

12.1.3. The participants in the procedure ranked first and second refuse to enter into a contract;

12.1.4. Violations were found during its opening and conduct, which cannot be remedied without changing the conditions under which the procedure was announced;

12.1.5. The participants in the procedure ranked first and second failed to submit documents needed to conclude a contract;

12.1.6. All tenders that meet the requirements previously announced by the Contracting Authority exceed the financial resource that the Contracting Authority is able to provide;

12.1.7. There is no need to conduct the procedure or to award the contract due to significant change in the circumstances or in case of impossibility to provide funding to perform the contract;

12.1.8. Significant changes, which would change the range of stakeholders, need to be made in the terms and conditions of the announced procedure.

12.2. BULATSA may terminate this procedure by reasoned decision when:

12.2.1. Only one tender has been submitted;

12.2.2. There is only one suitable tender;

12.2.3. The participant in the procedure ranked first:

(a) refuses to enter into a contract;

(b) fails to submit the documents for the conclusion of a contract required by the documentation for conducting the procedure.

**Section XIII**

**CONCLUSION OF A CONTRACT**

13.1. The Contracting Authority shall invite the participant in the procedure ranked first to conclude a contract.

13.2. If the participant ranked first refuses to enter into a contract, BULATSA may invite the participant ranked second to conclude a contract.

13.3. BULATSA will sign a contract with one contractor who will be responsible for the implementation of the entire project.

13.4. The procurement contract shall include all proposals contained in the participant's tender, based on which the participant is selected as a Contractor.

**Section XIV**

**ADDITIONAL REQUIREMENTS**

14.1. All costs related to the participants taking part in this procedure shall be at their expense.

14.2. BULATSA shall not return the tenders to their participants.

**Section XV**

**Draft Contract**

|  |  |
| --- | --- |
| **CONTRACT**  **For**  **„Implementation of electronic terrain and obstacle data (eTOD) at BULATSA“**  №……………./…..………… | **ДОГОВОР**  **За**  **„Внедряване на електронна база данни за терена и препятствията (Electronic Terrain and Obstacle Data (eTOD) в ДП РВД“**  №……………./…..………… |
| **1.** **State Enterprise „Air Traffic Services Authority“ (BULATSA)**, having its headquarters and address at: Sofia 1540, Sofia Airport, 1 Brussels Blvd., tel. +359 2 9371111; fax +359 2 9800043, Company Identification Code 000697179, VAT № BG000697179, represented by Mr. Georgi Peev – Director General, hereinafter called „Contracting Authority“, on the one hand, | **1.** **Държавно предприятие „Ръководство на въздушното движение“ (ДП РВД)**, със седалище и адрес на управление: гр. София 1540, Летище София, бул. „Брюксел“ № 1, телефон: +359 2 9371111; факс: +359 2 9800043, ЕИК 000697179, ДДС № BG000697179, представлявано от Георги Пеев – генерален директор, наричано по-долу за краткост „Възложител“, от една страна, |
| and | и |
| **2.** **………………..** having its headquarters and address at: ………………., phone: ……………….; Company Registry Number/VAT №: ………………, represented by ……….. – ………… (*position*), hereinafter called „Contractor“, on the other hand, | **2.** **……………..** със седалище и адрес на управление: …………….., телефон: ……………., ЕИК/VAT №: ………………, .  представлявано от ………….. – …………. (*длъжност*), наричан в текста „Изпълнител“, от друга страна, |
| on the grounds of a conducted open procedure under the conditions of Article 53, paragraph 10, sentence one, hypothesis two of the Civil Aviation Act /CAA/, and pursuant to the Decision No RD-28-………./………….. for designating a contractor, the parties agreed and signed this Contract for the following: | в резултат от проведена открита процедура при условията на чл. 53, ал. 10, изречение първо, хипотеза втора от Закона за гражданското въздухоплаване (ЗГВ), и въз основа на Решение № РД-28-…………./………….. г. за определяне на изпълнител, страните сключиха този Договор за следното: |
| **I. SUBJECT OF THE CONTRACT** | **I. ПРЕДМЕТ НА ДОГОВОРА** |
| 1.1. The Contracting Authority assigns against payment and the Contractor undertakes to deliver of electronic terrain and obstacle data (eTOD) at BUALTSA, as well as to provide subsequent monitoring in accordance with Appendix No. 1 “Technical specification of the Contracting Authority”, Appendix No 2 “Technical proposal of the Contractor” and Appendix No 5 “Service Level Agreement”. | 1.1. Възложителят възлага срещу заплащане, а Изпълнителят се задължава да достави електронна база данни за терена и препятствията (Electronic Terrain and Obstacle Data (eTOD) в ДП РВД, както и да осъществява последващ мониторинг съгласно „Приложение № 1 „Технически спецификации на Възложителя“, Приложение № 2 „Техническо предложение на Изпълнителя“ и Приложение № 5 „Споразумение за ниво на обслужване“. |
| 1.2. The Contract execution is divided into Phases as follows:  а) Business analysis;  b) Project concept;  c) Data collection;  d) Data processing;  e) Verification and validation;  f) Creation of datasets;  g) Provision of datasets;  h) Monitoring. | 1.2. Изпълнението на договора е разпределено на следните фази:  а) Бизнес анализ;  б) Изготвяне на концепция на проекта;  в) Събиране на данни;  г) Обработване на данни;  д) Верификация и валидиране;  е) Създаване на базата данни;  ж) Доставка на базата данни;  з) Мониторинг. |
| **II. TERM AND PLACE OF PERFORMANCE OF THE CONTRACT** | **II. СРОК И МЯСТО НА ИЗПЪЛНЕНИЕ НА ДОГОВОРА** |
| 2.1. The term of the delivery of the eTOD shall be …………… *(in accordance with the Contractor’s offer but not exceeding 16 (sixteen) months)* months after the contract entry into force. | 2.1. Срокът за доставка на базата данни eTOD е ……………… *(в съответствие с офертата на Изпълнителя, но не повече от 16 (шестнадесет) месеца)* месеца от влизането на договора в сила. |
| 2.2. The term of subsequent monitoring shall be 24 (twenty four) months after the delivery of the eTOD. | 2.2. Срокът за последващ мониторинг е 24 (двадесет и четири) месеца от доставката на базата данни eTOD. |
| 2.3. The eTOD, subject of the contract shall be provided to the Contracting Authority in a format and by means specified in Appendix No 1 at BULATSA with address Sofia 1540, No 1 Brussels Blvd. | 2.3. Базата данни eTOD, предмет на договора, се доставя на Възложителя във формат и на цифров носител съгласно Приложение № 1 в ДП РВД, с адрес гр. София 1540, бул. „Брюксел“ № 1. |
| **III. PROCEDURE FOR ACCEPTANCE OF THE PERFORMANCE** | **III. РЕД ЗА ПРИЕМАНЕ НА ИЗПЪЛНЕНИЕТО** |
| 3.1. The acceptance of the phases execution shall be carried out by signing of bilateral protocols. The protocols shall be drafted by the Contractor in two originals. | 3.1. Приемането на изпълнението на фазите се осъществява с подписване на двустранни протоколи. Протоколите се изготвят от Изпълнителя в два екземпляра. |
| 3.1.1. The execution of the phases shall be accepted successively in the order specified in p. 1.2. | 3.1.1. Изпълнението на фазите се приема последователно по реда, посочен в т. 1.2. |
| 3.2. Before the signature of the protocol for the acceptance of the respective phase, the Contractor shall reflect all comments and notes of the Contracting Authority regarding its execution. | 3.2. Преди подписване на протокола за приемане на съответната фаза Изпълнителят е длъжен да отстрани всички бележки и коментари на Възложителя по изпълнението ѝ. |
| 3.3. The monitoring phase shall be accepted on a 12-month base under the terms and conditions of this Chapter. | 3.3. Мониторинговата фаза се приема на 12 месечен период при условията на настоящия раздел. |
| **IV. PRICES AND TERMS OF PAYMENT** | **IV. ЦЕНИ И НАЧИН НА ПЛАЩАНЕ** |
| 4.1. The price of the contract is …………… (…………….) BGN VAT excluded and ……(…………….) BGN VAT included, if applicable, of which: | 4.1. Цената на договора е …………. (…………) лева без ДДС и …….(…………) лева с ДДС, ако е приложимо, от които: |
| 4.1.1. The price of delivery of the eTOD without phase Monitoring in the amount of ……………... (…………..) BGN VAT excluded and ……(…………….) BGN VAT included, if applicable; | 4.1.1. Цената за доставка на базата данни, без фаза Мониторинг в размер на …………. (……………) лева без ДДС и …….(…………) лева с ДДС, ако е приложимо; |
| 4.1.2. The price of phase Monitoring is in the amount of …………. (………..) BGN VAT excluded and ……(…………….) BGN VAT included, if applicable and includes the price for two 12-month monitoring periods, each in the amount of ………… (…………) BGN VAT excluded and ……(…………….) BGN VAT included, if applicable. | 4.1.2. Цената за фаза Мониторинг в размер на ………… (………….) лева без ДДС и …….(…………) лева с ДДС, ако е приложимо и включва цената за два 12-месечни мониторингови периоди, всеки в размер на ………… (…………) лева без ДДС и …….(…………) лева с ДДС, ако е приложимо. |
| 4.2. The Contracting Authority shall effect the payment for the Contract in BGN by a bank transfer, via a payment order to the bank account specified in the invoice, taking into account Section V if applicable, as follows: | 4.2. Възложителят се задължава да извърши плащанията по Договора в лева, по банков път с платежно нареждане, по посочена във фактурата банкова сметка, при отчитане на Раздел V, ако е приложимо, както следва: |
| 4.2.1. Thirty percent (30%) of the price specified in p. 4.1.1., shall be paid as advance payment within 30 (thirty) days from receipt of a pro-forma invoice and an Advance Payment Bank Guarantee in accordance with Appendix No 4 in the amount equal to the Advance Payment. Within 5 (five) working days from the payment the Contractor shall present an original of Invoice for the amount of the received payment to the Contracting Authority. | 4.2.1. Тридесет процента (30%) от цената по т. 4.1.1. следва да бъде заплатена в рамките на 30 (тридесет) дни, считано от датата на получаване на проформа фактура и банкова гаранция за авансово плащане в съответствие с Приложение № 4 за сума, равна на стойността на авансовото плащане. В срок до 5 (пет) работни дни от извършване на плащането, Изпълнителят се задължава да представи на Възложителя оригинал на фактура за стойността на извършеното авансово плащане. |
| 4.2.2. Seventy percent (70%) of the price specified in p. 4.1.1., shall be paid after successful acceptance of phase Provision of datasets, within 30 (thirty) days from receipt of:  - an original of invoice for 100% of the total price specified in p. 4.1.1., where the corresponding advance payment is deducted, claiming payment of the difference;  - bilaterally signed protocols for acceptance of each phase specified in p. 1.2., from letter “a” to letter “g”;  - bilaterally signed protocol for acceptance of Service Level Agreement. | 4.2.2. Седемдесет процента (70%) от цената по т. 4.1.1., следва да бъде заплатена след успешно приемане на фаза Доставка на базата данни, в рамките на 30 (тридесет) дни, считано от датата на получаване на:  - оригинал на фактура за 100% от цената по т. 4.1.1., в която се приспада сумата на авансовото плащане и се иска заплащането на разликата;  - двустранно подписани протоколи за приемане на всяка една от фазите по т. 1.2. от б. „а“ до б. „ж“;  - двустранно подписан протокол за приемане на Споразумение за ниво на обслужване. |
| 4.2.3. One hundred percent (100%) of the 12-month price specified in p. 4.1.2., shall be paid after expiry of the respective period and the successful acceptance of respective part of phase Monitoring, within 30 (thirty) days from receipt of:  - an original of invoice for 100% of the 12-month price specified in p. 4.1.2.;  - bilaterally signed protocol for acceptance of the respective period of phase Monitoring. | 4.2.3. 100 процента от (100%) от 12-месечната цена по т. 4.1.2., следва да бъде заплатена след изтичане на съответния период и успешното приемане на съответния период от фаза Мониторинг, в рамките на 30 (тридесет) дни, считано от датата на получаване на:  - оригинал на фактура за 100% от 12-месечната цена по т. 4.1.2.;  - двустранно подписан протокол за приемане на съответния период от фаза Мониторинг. |
| 4.3. The price of the contract includes all costs of the Contractor for the complex performance of the contract, incl. taxes and fees, as well as the profit of the latter, and the unit prices are specified in Appendix No 3 to the contract. | 4.3. Цената на договора, включва всички разходи на Изпълнителя за комплексното изпълнение на договора, в т.ч. данъци и такси, както и печалбата на последния, като единичните цени са посочени в Приложение № 3 към договора. |
| 4.4. In case the amount of VAT is changed during the performance of the contract, this tax shall be charged in accordance with the respective regulations. | 4.4. В случай, че по време на изпълнение на договора размерът на ДДС бъде променен, този данък се начислява в съответствие с нормативните разпоредби. |
| **V. TAXES AND CHARGES (IF APPLICABLE)** | **V. ДАНЪЦИ И ТАКСИ (АКО Е ПРИЛОЖИМО)** |
| 5.1. The Contractor shall bear all taxes and levies that are or may become applicable outside the Republic of Bulgaria during the execution of this Contract. | 5.1. Изпълнителят поема всички данъци и налози, които са или могат да станат приложими извън Република България в хода на изпълнение на настоящия договор. |
| 5.2. During the execution of this Contract the Contracting Authority shall bear all taxes in the Republic of Bulgaria excluding the withholding tax in case the Contractor’s income is subject to this tax which is at the Contractor’s expense. | 5.2. В хода на изпълнение на настоящия договор Възложителят се задължава да поеме всички данъци в Република България, с изключение на данъка при източника, в случай че доходите на Изпълнителя се облагат със същия, който е за сметка на Изпълнителя. |
| 5.3. The Contracting Authority shall not be liable by no means for the payment of wages, compensations, taxes, duties, charges etc. to sub-contractors of the Contractor. The Contractor (or its sub-contractors, according to the occasion) solely bears the liability for such payments due for or connected to the services provided by its sub-contractors. | 5.3. Възложителят не носи отговорност по никакъв начин за заплащане на възнаграждения, компенсации, данъци, мита или такси и пр. на подизпълнители на Изпълнителя. Изпълнителят (или неговите подизпълнители, според случая) единствен носи отговорност за такива плащания, които са дължими за или свързани с услугите, предоставяни от неговите подизпълнители. |
| 5.4. The Contractor and the Contracting Authority herewith agree to fulfil their obligations timely and to co-operate for preparation and presentation of the necessary documentation, required by the Bulgarian Income Administration. The two Parties agree to apply the Double Tax Treaty between the Republic of Bulgaria and the country of establishment of the Contractor (hereinafter called TT) fully and all applicable tax laws of the Republic of Bulgaria as the Tax-Insurance Procedure Code, the Corporate Income Tax Act (CITA) etc. | 5.4. С настоящото Изпълнителят и Възложителят се споразумяват да изпълняват своевременно своите задължения и да си сътрудничат за изготвяне и представяне на необходимата документация, изисквана от българската приходна администрация. Двете страни се споразумяват да изпълняват изцяло Спогодбата за избягване на двойното данъчно облагане между Република България и държавата, в която е установен Изпълнителя (наричана за краткост СИДДО) и всички приложими данъчни закони на Република България, като Данъчно-осигурително процесуален кодекс, Закона за корпоративното подоходно облагане (ЗКПО) и др. |
| 5.5. In case the Contractor does not present the documents required by the tax legislation of the Republic of Bulgaria and in the meantime the Contractor presents an invoice for a payment in accordance with Section III of this Contract, the Contracting Authority shall deduct the due tax according to CITA. The Contracting Authority after proper authorization from the Contractor shall provide a document from the Bulgarian Tax Administration for the withholding tax paid. | 5.5. В случай че Изпълнителят не осигури документите, изисквани от данъчното законодателство на Република България, а междувременно Изпълнителят представи фактура за извършване на плащане в съответствие с Раздел III от този договор, Възложителят удържа дължимия данък съгласно ЗКПО. Възложителят ще осигури документ от българската приходна администрация за удържания данък при източника и ще го представи на Изпълнителя, след надлежно упълномощаване от последния. |
| **VI. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR** | **VI. ПРАВА И ЗАДЪЛЖЕНИЯ НА ИЗПЪЛНИТЕЛЯ** |
| 6.1. The Contractor shall execute the Contract in full conformity with the requirements defined in this Contract, Appendix No 1 and Appendix No 2. | 6.1. Изпълнителят се задължава да изпълни Договора в пълно съответствие с условията на същия, Приложение № 1 и Приложение № 2. |
| 6.2. The Contractor shall create the datasets of eTOD in compliance with the applicable regulations as follows:  • ICAO Annex 15 – Aeronautical Information Services, 16th Edition, Amendment 40;  • Commission implementing regulation (EU) 2017/373;  • Certification Specifications and Guidance Material for Aerodrome Design (CS ADR-DSN) Issue 6, Annex to ED Decision 2022/006/R;  • EUROCONTROL Terrain and Obstacle Data Manual, 3rd Edition;  • EUROCAE ED-98C – User requirements for terrain and obstacle data;  • EUROCAE ED-99D – User requirement for aerodrome mapping information. | 6.2. Изпълнителят се задължава да изготви базата данни eTOD в съответствие с приложимите нормативни документи, както следва:  • ICAO Annex 15 – Aeronautical Information Services, 16th Edition, Amendment 40;  • Commission implementing regulation (EU) 2017/373;  • Certification Specifications and Guidance Material for Aerodrome Design (CS ADR-DSN) Issue 6, Annex to ED Decision 2022/006/R;  • EUROCONTROL Terrain and Obstacle Data Manual, 3rd Edition;  • EUROCAE ED-98C – User requirements for terrain and obstacle data;  • EUROCAE ED-99D – User requirement for aerodrome mapping information. |
| 6.3. The Contractor shall employ due diligence during Contract execution. | 6.3. Изпълнителят се задължава да изпълни предмета на Договора с грижата на добър търговец. |
| 6.4. The Contractor shall inform immediately in writing the Contracting Authority about any circumstances that impede or might impede the performance of the Contract. | 6.4. Изпълнителят се задължава да информира незабавно писмено Възложителя за обстоятелства, които възпрепятстват или може за възпрепятстват изпълнението на договора. |
| 6.5. The Contractor shall perform warranty services and monitoring for the eTOD under the terms and conditions herein, Appendix No 1 and the Service Level Agreement. | 6.5. Изпълнителят се задължава да осигури гаранционна поддръжка и мониторинг на базата данни eTOD при условията на договора, Приложение № 1 и Споразумението за ниво на обслужване. |
| 6.6. The Contractor shall supply the Contracting Authority with the Documents, including the project documentation, plans and other documents, as defined in Appendix No. All the Documentation shall be delivered in electronic format in Bulgarian and/or English language within the deadlines specified in Appendix No 1 and the Master Time Schedule (following its approval). | 6.6. Изпълнителят се задължава да предостави на Възложителя документи, в т.ч. проектната документация, планове и др. документи, указани в Приложение № 1. Цялата документация се предоставя в електронен формат на български и/или английски език в сроковете по Приложение № 1 и График за изпълнение (след като същият бъде утвърден). |
| 6.6.1. The Contractor shall present to the Contracting Authority for approval the Master Time Schedule within 5 (five) days from the Kick of Meeting (KoM). | 6.6.1. Изпълнителят се задължава да предостави на Възложителя за утвърждаване График за изпълнение на договора в срок до 5 (пет) дни от провеждане на първоначалната среща между страните (Kick of meeting KoM). |
| 6.7. The Contractor shall affect the requested by the Contracting Authority amendments/completions in the documents within the deadlines stipulated in Appendix No 1 and the approved Master Time Schedule. | 6.7. Изпълнителят се задължава да отрази поисканите от Възложителя изменения /допълнения в документите в сроковете по Приложение № 1 и утвърдения График за изпълнение. |
| 6.8. The Service Level Agreement shall be approved by the Contracting Authority, which is certified by a bilaterally signed acceptance protocol. It shall reflect the minimum requirements for warranty services and monitoring herein and in Appendix No 1, and extending them, including procedure for update of the eTOD in accordance with amendments of the regulation, stipulated in p. 6.2. | 6.8. Споразумението за ниво на обслужване се утвърждава от Възложителя, което се удостоверява с двустранно подписан протокол за приемане. Същото трябва да отразява минималните изисквания за гаранционна поддръжка и мониторинг, посочени в договора и Приложение № 1, като ги доразвива, като включва и процедура за актуализиране на базата данни в съответствие с актуализация на посочените в т. 6.2. нормативни документи. |
| 6.9. For the professional and diligent performance of the Contract, the Contractor shall ensure the necessary number of employees holding а permission for access to the respective zones, in which the data is collecting, in accordance with Appendix № 8. | 6.9. Изпълнителят се задължава да осигури необходимия брой работници/служители, притежаващи съответните разрешения на достъп до зоните, в които ще се събират данните, за професионалното и качествено изпълнение предмета на договора, съгласно Приложение № 8. |
| 6.10. In all cases where a change of the Contractor’s employees listed in Appendix № 8 with other persons corresponding to the requirements of the previous point is necessary (, in cases of violation of the labour or technological discipline or other reasonable grounds), the Contractor shall provide the Contracting Authority with motivated request. It shall include proof that the substituting person satisfies the requirements for the position, specified in the documentation for participation in the tender, and are equal or exceeds the qualification and the experience of the substituted person. | 6.10. Изпълнителят се задължава да отправи мотивирано искане към Възложителя, при необходимост от замяна на лицата, включени в списъка по Приложение № 8 с други работници и/или служители (при нарушения на трудовата и технологична дисциплина или друга основателна причина), отговарящи на изискванията на предходната точка. Същото трябва да съдържа доказателства, че заменящото лице отговаря на изискванията за позицията, посочени в документацията за участие в търга, и е с равна или надвишаваща квалификация и опит спрямо замененото лице. |
| 6.11. The Contractor shall cover all necessary expenses for issuing of the respective permits for access to the zones, in which data is collected, of the Contractor’s employees per Appendix № 8 as well as for access permits for the Contractor’s or its employees’ vehicles. | 6.11. Изпълнителят се задължава да поема за своя сметка разходите за издаване на съответните пропуски на работниците и служителите по Приложение № 8 за достъп до зоните, в които се събират данните и за достъп на моторните превозни средства на Изпълнителя и/или неговите работници и служители. |
| 6.12. The Contractor shall give a written notice to the Contracting Authority within seven days from the occurrence of any of the circumstances listed in p. 14.3.1. – p. 14.3.2. herein. | 6.12. Изпълнителят се задължава да уведоми Възложителя писмено в срок от седем дни от настъпването на някое от обстоятелствата по т. 14.3.1. – т. 14.3.2. |
| 6.13. The Contractor shall comply with the Contracting Authority’s General Conditions for the Security of Information and Personal Data Protection as per Appendix No 7. | 6.13. Изпълнителят е длъжен да спазва Общите условия на Възложителя за сигурността на информацията и защита на личните данни, съгласно Приложение № 7. |
| 6.14. The Contractor shall comply with the security and entrance control in the Contracting Authority’s premises, the Environmental Policy of BULATSA and the Procedure of separate waste collection, applicable in the enterprise so as the implemented in BULATSA Health and Safety System during the execution of the Contract | 6.14. Изпълнителят е длъжен да спазва охранително-пропускателния режим на обектите на Възложителя, Политиката по околна среда на ДП РВД и Процедурата по разделно събиране на отпадъците, приложими в предприятието, както и внедрената в ДП РВД Система за управление на здравето и безопасността при работа. |
| 6.15. The Contractor shall have full financial responsibility/liability for any damages to the Contracting Authority and third persons, including those of its employees for their guilty actions or omissions. | 6.15. Изпълнителят носи пълна имуществена отговорност за причинени, включително и от своите служители вреди на Възложителя и трети лица от свои/техни виновни действия или бездействия. |
| 6.16. The Contractor warrants the quality and the accuracy of the provided eTOD. The Contractor shall have full financial responsibility/liability for any damages to the Contracting Authority and third persons, including those of its employees, due to errors/mistakes/defects or inaccuracies in the provided eTOD; the responsibility/liability shall cover and the compensations awarded by court order against the Contracting Authority, legal expenses of the latter, etc. | 6.16. Изпълнителят гарантира за качеството и верността на доставената база данни eTOD. Изпълнителят носи пълна имуществена отговорност за причинени, включително и от своите служители вреди на Възложителя и трети лица вследствие на грешки/дефекти или неточности в доставената база данни, като отговорността покрива и присъдени обезщетения по съдебен ред срещу Възложителя, съдебни разноски на същия и др. |
| 6.17. The Contractor is entitled to receive from the Contracting Authority the support necessary for execution of this Contract. | 6.17. Изпълнителят има право да получи от Възложителя необходимото съдействие за изпълнение на задълженията си по Договора. |
| 6.18. Contractor shall be entitled to receive the respective remuneration in the amount, terms and under the conditions, defined in the Contract. | 6.18. Изпълнителят има право да получи определеното възнаграждение в размера, сроковете и при условията, предвидени в договора. |
| **VII. RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY** | **VII. ПРАВА И ЗАДЪЛЖЕНИЯ НА ВЪЗЛОЖИТЕЛЯ** |
| 7.1. The Contracting Authority is entitled to receive performance under this Contract in accordance with its items and Appendices herein, in the appropriate volume and quality. | 7.1. Възложителят има право да получи изпълнение по настоящия Договор в съответствие с неговите клаузи и Приложения, в съответния обем и качество. |
| 7.2. The Contracting Authority is entitled to make inspections of the performance of the services/quality of data and to give instructions to the Contractor. In case the Contracting Authority identifies any defects in the performance it is entitled to require the Contractor to remedy them at the Contractor`s expense. | 7.2. Възложителят има право да извършва проверка на изпълнението на услугите/качеството на данните и да дава инструкции на Изпълнителя. В случай, че Възложителят констатира недостатъци по изпълнението, той има право да изиска Изпълнителят да ги отстрани за своя сметка. |
| 7.3. Contracting Authority shall pay to the Contractor the agreed remuneration in the amount, terms and under the conditions, defined in the Contract. | 7.3. Възложителят се задължава да заплати на Изпълнителя уговореното възнаграждение в размера, сроковете и при условията, предвидени в договора. |
| 7.4. The Contracting Authority shall notify the Contractor of any appeared problem by phone and/or by e-mail and/or electronic system as stipulated in the Service Level Agreement. | 7.4. При констатиране на възникнал проблем Възложителят се задължава да уведоми Изпълнителя по телефон и/или e-mail и/или чрез електронна система съгласно Споразумението за ниво на обслужване. |
| 7.5. The Contracting Authority may require amendments of the documents and procedure in the deadlines and in accordance with Appendix No. 1. | 7.5. Възложителят може да изисква изменения и допълнения на документи и процедури съгласно Приложение № 1 и посочените в него срокове. |
| 7.6. The Contracting Authority shall have the right to reproduce all the delivered documentation and to refer to it in front of third persons. | 7.6. Възложителят има право да възпроизвежда цялата доставена документация и да се позовава на нея пред трети лица. |
| **VIII. PROGRESS MEETINGS** | **VIII. ПРОЕКТНИ СРЕЩИ** |
| 8.1. The Parties agree to conduct progress meetings within in accordance with Appendix No 1 herein. | 8.1. Страните се договарят да бъдат извършвани проектни срещи в съответствие с Приложение № 1. |
| 8.2. Each of the Parties shall bear its own expenses for the participation of the progress meetings. | 8.2. Всяка Страна се задължава да поеме собствените си разходи за участие в проектните срещи. |
| **IX. TRANSFER OF TITLE AND RISK** | **IX. ПРЕХВЪРЛЯНЕ НА СОБСТВЕНОСТТА И РИСКА** |
| 9.1. The ownership over the eTOD shall pass from the Contractor to the Contracting Authority upon payment under Clause 4.2.2. | 9.1. Собствеността върху базата данни eTOD преминава от Изпълнителя на Възложителя от момента на извършване на плащането по т. 4.2.2. |
| 9.2. The risk for the eTOD shall pass on the Contracting Authority upon successful acceptance of phase Provision of datasets. | 9.2. Рискът за базата данни eTOD преминава върху Възложителя след успешното приемане на етап Доставка на базата данни. |
| **X. INTELLECTUAL PROPERTY RIGHTS** | **X. ПРАВА ВЪРХУ ОБЕКТИ НА ИНТЕЛЕКТУАЛНАТА СОБСТВЕНОСТ** |
| 10.1. The ownership of the objects of intellectual property of the eTOD database, subject of this contract, including the documentation, are vested to the Contracting Authority from the moment of their development, except for the rights under art. 15, para. 1, item 2 and item 4 of the Copyright and Neighbouring Rights Act. | 10.1. Собствеността върху обектите на интелектуална собственост на базата данни eTOD, предмет на настоящия договор, включително и върху документация се считат за права на Възложителя от момента на разработването им, с изключение на правата по чл. 15, ал. 1. т. 2 и т. 4 от Закона за авторското право и сродните му права. |
| **XI. WARRANTY MAINTENANCE** | **XI. ГАРАНЦИОННА ПОДДРЪЖКА** |
| 11.1. The Contractor shall guarantee the quality and the accuracy of the eTOD, as well as it has been created and provided in compliance with the provisions stipulated in p. 6.2. | 11.1. Изпълнителят гарантира за качеството и точността на базата данни eTOD, както и че същата е изготвена в съответствие с нормативните документи, посочени в т. 6.2. |
| 11.2. As failures under the present Contract shall be considered any defects in the collection, processing, verification, validation of the data, creation of the datasets, provision of the datasets, any inaccuracies and measurement errors, and inaccuracies of a similar nature. | 11.2. За недостатъци по смисъла на този Договор се считат дефекти в събирането, обработването, верификацията, валидирането, създаването, доставянето на базата данни, всякакви неточности и грешки при измерването и др. неточности с подобен характер. |
| 11.3. The duration of the warranty of the eTOD is 24 (twenty four) months from the successful acceptance of phase Provision of datasets. | 11.3. Гаранционният срок на базата данни е 24 (двадесет и четири) месеца, считано от успешното приемане на етап Доставка на базата данни. |
| 11.4. The Contracting Authority shall notify in written the Contractor via e-mail and/or by other means specified in the Service Level Agreement for any defect in the eTOD. | 11.4. За възникналите в гаранционния срок недостатъци в базата данни eTOD, Възложителят уведомява писмено Изпълнителя по електронна поща и/или по начин, уреден в Споразумението за ниво на обслужване. |
| 11.5. During the warranty period the Contractor shall remove the defects/failures in the eTOD in compliance with the terms defined by the Parties, certified by bilaterally signed protocol. | 11.5. По време на гаранционния период Изпълнителят се задължава да отстранява появилите се дефекти/недостатъци в базата данни в срокове, уговорени между страните, удостоверено с двустранно подписан протокол. |
| 11.6. The warranty terms and conditions and the terms and conditions due in phase Monitoring shall be arranged in the Service Level Agreement. | 11.6. Гаранционните условия и условията по фаза Мониторинг се уреждат в Споразумението за ниво на обслужване. |
| 11.7. All costs for repairs and removal of defects/failures during the warranty period and all associated costs shall be covered by the Contractor. | 11.7. Всички разходи за поправка и отстраняване на дефекти по време на гаранционния срок, както и всички съпътстващи разходи за тях ще бъдат за сметка на Изпълнителя. |
| 11.8. If during the warranty period the eTOD does not operate in compliance with the requirements of the Contract and Appendix No 1 for reasons within the Contractor’s responsibility the deadline of the warranty shall be extended by the period during which the eTOD did not operate. | 11.8. В случай че в гаранционния срок базата данни не функционира в съответствие с изискванията на договора и Приложение № 1 по причини, за които Изпълнителят отговаря, срокът на гаранция се удължава с времето, през което базата данни не е функционирала правилно. |
| 11.9. If the warranty period under p. 11.8. from this contract is extended, the term for the performance of the SLA shall be extended accordingly. | 11.9. Ако гаранционният период в съответствие с т. 11.8. от този договор бъде удължен, то съответно се удължава и срока за изпълнение на Споразумението за ниво на обслужване. |
| 11.10. Upon expiry of the warranty period for the eTOD the Parties with the signature of the second bilateral protocol for the phase Monitoring, shall certify the termination of their relations in connection with the warranty obligations of the Contractor. | 11.10. След изтичане на гаранционния срок на базата данни, страните с подписване на втория двустранен протокол за фаза Мониторинг, удостоверяват приключването на своите взаимоотношения във връзка с гаранционните задължения на Изпълнителя. |
| **XII. CONFIDENTIALITY** | **XII. КОНФИДЕНЦИАЛНОСТ** |
| 12.1. Each Party shall treat as confidential the full volume of information and/or data (whether in written, electronic or oral form) provided by the other Party in connection with the signature and execution of this Agreement. | 12.1. Всяка от страните приема за производствена и търговска тайна пълния обем от информация и/или данни (в писмена, електронна или устна форма), предоставена от другата страна във връзка със сключването и изпълнението на този Договор. |
| 12.2. In order not to create a threat for the infringement of the economic interests of the other Party, the Parties hereto shall use the confidential information described in p. 12.1. solely for the purpose of executing this Contract and shall not disclose such information to third parties, except for the cases where the obligation for disclosure arises pursuant to law or another normative act. | 12.2. За да не създаде опасност от увреждане на стопанските интереси на другата страна, всяка от страните се задължава да използва производствените и търговски тайни по т. 12.1. единствено за целите на изпълнение на този Договор и да не ги разгласява пред трети лица, освен в случаите, когато задълженията за това произтичат от закон или друг нормативен акт. |
| 12.3. The Parties shall keep confidential the information described in p. 12.1. provided for herein for a period of ten years following the date of coming into force of this Contract. | 12.3. Страните се задължават да пазят производствените и търговски тайни по т. 12.1. за срок от десет години, считано от датата на влизане в сила на този Договор. |
| 12.4. The Parties shall ensure that the obligations pursuant to this Section XII shall be observed by their employees and representatives of management, subcontractors and suppliers, and shall provide evidence to this effect if requested by the other Party. | 12.4. Страните са длъжни да осигуряват изпълнението на задълженията по Раздел XII и от своите служители и представители на ръководни органи, подизпълнители и доставчици, като при поискване от другата страна се задължават да предоставят съответните доказателства за това. |
| 12.5. Each Party shall have the right to disclose confidential information to its professional counsellors and consultants (including legal advisors and representatives, accountants, banks, etc.) provided that such persons are bound to observe the conditions of this Section XII. | 12.5. Всяка от страните има право да предоставя информация, представляваща производствена и търговска тайна на своите професионални съветници или консултанти (в т.ч. юридически съветници и представители, счетоводители, банки и др.), при условие че същите бъдат обвързани със спазване на настоящия Раздел XII. |
| 12.6. The disclosure of proprietary information relating to the subject matter and the execution of this Contract by one of the Parties to third parties shall be subject to the prior written approval of the other Party. | 12.6. Огласяването на производствена и търговска тайна от една от страните на трети страни относно предмета и изпълнението на този Договор подлежи на предварителното писмено одобрение от другата страна. |
| 12.7. The Parties shall inform each other in advance prior to publication of or referral to the name of the other Party, whether directly or indirectly, in advertising, news releases or in professional or trade publications, and prior to such publications they must obtain the written approval of the other Party. | 12.7. Страните се задължават да се уведомяват своевременно преди публикуването или позоваването на името на другата страна, било то пряко или косвено, в реклами, новини, или в професионални и търговски издания, като преди такива публикации получават писменото съгласие на другата страна. |
| **XIII. LIABILITIES AND PENALTIES** | **XIII. ОТГОВОРНОСТИ И НЕУСТОЙКИ** |
| 13.1. In case the agreed under the Contract deadlines stipulated in the contract, Appendix No 1 and Appendix No 6 for the execution of the contract subject, except phase Monitoring, are not kept due to a fault of the Contractor, the latter shall pay to the Contracting Authority penalties in the amount of 0,2% (zero-point two percent) for each day of the delay of the price under item 4.1.1. VAT excluded. | 13.1. В случай, че по вина на Изпълнителя не бъдат спазени уговорените по договора, Приложение № 1 и Приложение № 6 срокове за извършване на дейностите, извън фаза Мониторинг, същият дължи на Възложителя неустойка в размер на 0,2% (нула цяло и два процента) на ден от цената по т. 4.1.1. без ДДС за всеки просрочен ден. |
| 13.2. In case the agreed under the Contract deadlines stipulated in the contract, the Service Level Agreement or arranged additionally in writing with the Contracting Authority for the execution of the warranty services or the services in phase Monitoring, are not kept due to a fault of the Contractor, the latter shall pay to the Contracting Authority penalties in the amount of 0,2% (zero-point two percent) for each day of the delay of the price under item 4.1.2. VAT excluded. | 13.2. В случай, че по вина на Изпълнителя не бъдат спазени уговорените по договора и Споразумението за ниво на обслужване срокове, или уговорени допълнително писмено с Възложителя срокове за извършване на гаранционна поддръжка или задължения във фаза Мониторинг, същият дължи на Възложителя неустойка в размер на 0,2% (нула цяло и два процента) на ден от цената по т. 4.1.2. без ДДС за всеки просрочен ден. |
| 13.3. The total amount of the penalties due by the Contractor shall not exceed by no means 20% (twenty per cent) of the contract price under item 4.1. | 13.3. Общата цена на неустойките, дължими от Изпълнителя, не може в никакъв случай да надвишава 20% (двадесет процента) от цената на договора по т. 4.1. |
| 13.4. If the contract terms for payment are not complied with through the fault of the Contracting Authority, the Contracting Authority shall pay compensation to the amount of 1/360 of the interest rate applied by the Bulgarian National Bank effective from 1 January or 1 July of the current year respectively plus 10 (*ten*) percentage points. The interest rates in force from 1 January of the current year are applicable for the first semester of the respective year and the interest rates in force from 1 July are applicable for the second semester of the year. | 13.4. В случай, че по вина на Възложителя не бъдат спазени договорените срокове за плащане, същият дължи обезщетение за всеки просрочен ден в размер 1/360 от годишния процент, прилаган от Българска народна банка, в сила от 1 януари, съответно от 1 юли на текущата година плюс 10 (*десет*) процентни пункта. Лихвените проценти, в сила от 1 януари на текущата година, са приложими за първото полугодие на съответната година, а лихвените проценти, в сила от 1 юли, са приложими за второто полугодие. |
| 13.5. The total amount of the compensation due by the Contracting Authority shall not exceed 20% (twenty per cent) of the contract price under item 4.1. | 13.5. Общата цена на обезщетението, дължимо от Възложителя, не може да надвишава 20% (двадесет процента) от цената на договора по т. 4.1. |
| 13.6. The payment of penalty does not deprive the non-defaulting party from its entitlement to seek remedy for suffered damages beyond the amount of the penalties. | 13.6. Плащането на неустойка не лишава изправната страна от правото да търси обезщетение за претърпени вреди над размера на неустойката. |
| 13.7. In the hypothesis under item 13.1. and item 13.2. the Contracting Authority has the right to set off the value of the due payment to the Contractor or from the Performance Bank Guarantee to cover the penalties due by the latter. | 13.7. В хипотезите по т. 13.1. и т. 13.2. Възложителят има право да извърши прихващане от стойността на дължимо плащане към Изпълнителя или от банковата гаранция за изпълнение за покриване на дължимите от последния неустойки. |
| 13.8. The Contractor shall bear full financial liability towards the Contracting Authority and third parties under the conditions of item 6.15 and item 6.16. | 13.8. Изпълнителят носи пълна имуществена отговорност към Възложителя и трети лица при условията на т. 6.15 и т. 6.16. |
| **XIV. TERMINATION OF THE CONTRACT** | **XIV. ПРЕКРАТЯВАНЕ НА ДОГОВОРА** |
| 14.1. This Contract shall be terminated: | 14.1. Настоящият Договор се прекратява: |
| 14.1.1. Upon execution of the subject of the Contract; | 14.1.1. с изпълнение на предмета на Договора; |
| 14.1.2. By mutual agreement of the Parties thereto, in writing. | 14.1.2. по взаимно съгласие между страните, изразено писмено. |
| 14.2. The Contracting Authority is entitled to terminate the Contract unilaterally by a 30-day (thirty-day) notice in writing, in case the Contractor delays the performance of its obligations within the schedule presented in Appendix No. 6, by more than 3 (three) months, subject to the condition that when a delay in the fulfilment of one of the Contractor’s obligations leads to a delay in the fulfilment of another obligation or obligations, for the purposes of this clause, only one of the periods of delay shall be taken into account – the longer of the two periods. | 14.2. Възложителят има право да прекрати Договора едностранно с 30-дневно (тридесет дневно) писмено предизвестие, в случай че Изпълнителят забави изпълнението на задълженията си спрямо графика по Приложение № 6 с повече от 3 (три) месеца, при условие, че когато забава на изпълнение на едно от задълженията на Изпълнителя води до забава на изпълнението на друго задължение или задължения, за целите на тази клауза ще се прилага само един от периодите на забава – по-дългият от двата периода. |
| 14.3. The Contracting Authority shall have the right to terminate the Contract unilaterally by giving a 10-day (ten-day) written notice to the Contractor or party of a consortium following the notice provided for in Clause 6.12. herein that the latter: | 14.3. Възложителят има право да прекрати Договора с едностранно 10 (десет) дневно писмено предизвестие от датата на уведомлението по клауза 6.12., че Изпълнителят или дружество от консорциум е: |
| 14.3.1. is in a bankruptcy or a similar liquidation procedure with respect to the national legislation; | 14.3.1. в производство по ликвидация или се намира в подобна процедура съгласно националните закони и подзаконови актове; |
| 14.3.2. is in insolvency proceedings or has been declared insolvent or is in a similar procedure with respect to the national legislation, including the cases when his activities are under judicial injunction or his activities have been suspended; | 14.3.2. в открито производство по несъстоятелност или бъде обявен в несъстоятелност, или се намира в подобна процедура съгласно националните закони и подзаконови актове, включително когато неговата дейност е под разпореждане на съда, или е преустановил дейността си; |
| 14.4. Each Party shall have the right to terminate the Contract by giving a 20-day (twenty-day) notice in writing to the other Party in the case of a force majeure event persisting for more than 3 (three) consecutive months, under the provisions of Section XVII. | 14.4. Всяка от страните има право да прекрати Договора с 20 (двадесет) дневно писмено предизвестие до другата при наличие на непреодолима сила, продължаваща повече от 3 (три) последователни месеца, при условията на Раздел XVII. |
| 14.5. Upon default on the obligations by one of the Party - with one-month written notice from the Non-defaulting Party to the Defaulting Party; | 14.5. При виновно неизпълнение на задълженията на една от страните - с едномесечно писмено предизвестие от изправната страна до неизправната страна; |
| 14.6. Upon termination the Contracting Authority shall effect a payment in favour of the Contractor for the services and/or deliveries actually provided, to the extent that such services and/or deliveries can be of use to the Contracting Authority. | 14.6. При прекратяване на Договора Възложителят е длъжен да заплати на Изпълнителя цената на действително предоставените услуги и/или извършените доставки, доколкото същите могат да бъдат полезни на Възложителя. |
| **XV. FORCE MAJEURE** | **XV. НЕПРЕОДОЛИМА СИЛА** |
| 15.1. The parties shall not be liable for any delay or non-fulfilment of their obligations under this Contract caused directly by Force Majeure (natural calamities, fires, flood, revolts, riots, state of war or epidemic, strikes or any other reason beyond the parties` control). | 15.1. Страните не носят отговорност за забава или неизпълнение на задълженията си по настоящия договор, причинено пряко от непреодолима сила (природни бедствия, пожари, наводнения, бунтове, граждански размирици, избухване на война или епидемия, стачки или някаква друга причина извън контрола на някоя от страните). |
| 15.2. In case of occurrence of circumstances with the nature of Force Majeure the affected party shall inform the other party in writing within 15 (fifteen) days of the occurrence of Force Majeure. | 15.2. В случай на възникване на обстоятелства, имащи характер на непреодолима сила, засегнатата страна е длъжна в 15 (петнадесет) дневен срок от възникването на непреодолимата сила да уведоми писмено другата страна. |
| 15.3. The existence of Force Majeure shall stop the execution of the parties` obligation for the period of the Force Majeure. After expiration of the Force Majeure the parties shall resume the execution of their obligations under the contract while the terms for execution shall be prolonged accordingly to the period of the Force Majeure. | 15.3. Наличието на непреодолима сила спира изпълнението на задълженията на страните за времето на действие на непреодолима сила. След отпадане на непреодолимата сила страните са длъжни да подновят изпълнението на договорните си задължения, като сроковете за изпълнение се увеличават съразмерно със срока на действие на непреодолимата сила. |
| **XVI. BANK GUARANTEES** | **XVI. БАНКОВИ ГАРАНЦИИ** |
| 16.1. All bank guarantees referred to in this contract shall be issued by a first-class bank with a credit rating of not less than “BВ” awarded by Standard and Poor’s or its equivalent. | 16.1. Всички банкови гаранции, предвидени в този Договор, трябва да бъдат издадени от първокласна банка с кредитен рейтинг не по-малък от „BВ“ по „Стандарт енд Пуърс“ (Standard & Poor’s) или еквивалентен. |
| 16.1.1. The Contractor shall extend any guarantee hereunder if the respective obligation or obligations of the Contractor have not been completed before the guarantee expiry date. | 16.1.1. Изпълнителят се задължава да продължи всяка от долуописаните гаранции ако съответното задължение или задължения на Изпълнителя не са завършени преди датата на изтичане на валидността на гаранцията. |
| 16.1.2. The guarantees shall not be released by the Contracting Authority if during the execution of the Contract a dispute arises between the Parties regarding the non-execution of the Contractor’s obligation and the matter is assigned to be solved by court of law. If the dispute is solved to the benefit of the Contracting Authority, then he may proceed with the disbursement of the guarantees. | 16.1.2. Гаранциите не се освобождават от Възложителя, ако в процеса на изпълнение на Договора е възникнал спор между Страните относно неизпълнение на задълженията на Изпълнителя и въпросът е отнесен за решаване пред съд. При решаване на спора в полза на Възложителя той може да пристъпи към усвояване на гаранциите. |
| 16.1.3. The Contracting Authority has the right to seize totally or partially the Performance Guarantee and/or Advance Payment Guarantee in full or partial non-execution of the obligations under the present Contract by the Contractor and/or in case of cancelation of the present Contract by the Contractor’s fault, accordingly in occurrence of obligations for the Contractor for return of paid in advance amounts. In such cases the Contracting Authority has the right to seize from the Performance Guarantee amounts, that cover the liability of the Contractor for the non-execution, and from the Advance Payment Guarantee –the amount of the advance payment, if the set forth is not disbursed or returned to the Contracting Authority. | 16.1.3. Възложителят има право да задържи изцяло или частично гаранцията за изпълнение и/или обезпечаваща авансовото плащане, при пълно или частично неизпълнение на задълженията по настоящия Договор от страна на Изпълнителя и/или при разваляне или прекратяване на настоящия Договор по вина на Изпълнителя, съответно при възникване на задължения за Изпълнителя за връщане на авансово платени суми. В тези случаи, Възложителят има право да задържи от гаранцията за изпълнение суми, покриващи отговорността на Изпълнителя за неизпълнението, а от гаранцията, обезпечаваща авансовото плащане – сумата в размер на авансовото плащане, при условие, че същото не е усвоено или върнато на Възложителя. |
| 16.2. Advance Payment Bank Guarantee | 16.2. Банкова гаранция за авансово плащане |
| 16.2.1. Within 15 (fifteen) days from the entry into force of this contract the Contractor shall place at the disposal of the Contracting Authority a Bank guarantee for the amount of ……….. *(……………….)* BGN equal to the amount of the Advance Payment. | 16.2.1. В срок до 15 (петнадесет) дни след влизане в сила на настоящия договор, Изпълнителят представя на Възложителя банкова гаранция за сумата от ……… *(…………..)* лева равна на сумата на авансовото плащане. |
| 16.2.2. The Bank Guarantee for Advance Payment shall be valid until 30 (thirty) days after the deadline for successful acceptance of phase Provision of datasets under item 1.2, g) of the contract. | 16.2.2. Банковата гаранция за авансово плащане е валидна 30 (тридесет) дни след срока за успешно приемане на фаза Доставка на базата данни по т. 1.2, ж) от договора. |
| 16.2.3. The Contracting Authority shall release the Advanced Bank Guarantee within 30 (thirty) days after return or disbursement of the advance. The advance is considered as utilized after the successful acceptance of phase Provision of datasets. | 16.2.3. Възложителят освобождава банковата гаранция за авансово плащане в рамките на 30 (тридесет) дни след връщане или усвояване на аванса. Авансът се счита за усвоен от датата на успешното приемане на фаза Доставка на базата данни. |
| 16.2.4. The text of the letter of Bank guarantee is specified in Appendix No 4 of the Contract. | 16.2.4. Текстът на банковата гаранция се съдържа в Приложение № 4 към Договора. |
| 16.3. Performance Bank Guarantee | 16.3. Банкова гаранция за изпълнение |
| 16.3.1. The Performance Bank Guarantee shall be valid until 30 (thirty) days after signing the second protocol for successful acceptance of the relevant period of phase Monitoring. | 16.3.1. Банковата гаранция за изпълнение е валидна 30 (тридесет) дни след подписване на втория протокол за успешно приемане на съответния период на фаза Мониторинг. |
| 16.3.2. Should the Warranty period or phase Monitoring be extended in accordance with the Contract the Guarantee shall be extended accordingly. | 16.3.2. Ако гаранционният период или фаза Мониторинг бъдат удължени в съответствие с Договора, гаранцията ще бъде съответно продължена. |
| 16.3.3. The Contracting Authority has the right to seize from the Performance Guarantee such amounts that are equal to the amount of the accrued liquidated damages and compensations under the present Contract because of non-execution of the Contractor’s obligations. | 16.3.3. Възложителят има право да задържа от гаранцията за изпълнение суми, равни на размера на начислените неустойки и обезщетения по настоящия Договор, поради неизпълнение на задълженията на Изпълнителя. |
| 16.3.4. The Contracting Authority may release the Performance Bank Guaranty before its expiration upon fulfilment of all warranty obligations and the obligations for phase Monitoring, as well as these specified in the Services Level Agreement, if there are no objections on the execution and if the amounts of the guarantees are not seized, or there are no grounds for their retention; | 16.3.4. Възложителят може да освободи банковата гаранцията за изпълнение на договора преди изтичането ѝ след изпълнение на всички задължения за гаранционна поддръжка и тези, по фаза Мониторинг, както и по Споразумението за ниво на обслужване, при липса на възражения по изпълнението и при условие, че суми по гаранцията не са задържани, или не са настъпили условия за задържането им. |
| **XVII. OTHER CONDITIONS** | **XVII. ДРУГИ УСЛОВИЯ** |
| 17.1. The Parties shall not assign their rights and/or obligations under this Contract to third parties, except with the explicit written approval of the other Party. | 17.1. Страните нямат право да прехвърлят свои права и/или задължения по Договора на трети лица, освен с изрично писмено съгласие на другата Страна. |
| 17.2. All communications or notifications during the execution of this Contract shall be made by the Parties in the English or Bulgarian language, in writing, by mail, digitally signed e-mail or by fax, and the date of receipt thereof shall be deemed to be the date of registry in the Party’s registry office or the date of receipt by fax or digitally signed e-mail. Communications or notifications received after 16:00 hours local time or received on a non-working day shall be deemed to be received on the next working day. | 17.2. Всички съобщения или уведомления при изпълнение на този Договор страните ще правят на английски език и/или български език, в писмен вид, по пощенски път, чрез подписана с електронен подпис електронна поща или по факс, като за дата на получаването им се счита датата на завеждане в деловодството на страната или датата на получаването им по факс или електронно подписана електронна поща. Съобщения или уведомления получени след 16:00 часа местно време или получени в неработен ден ще се считат за получени в следващия работен ден. |
| 17.3. Each Party shall duly notify in writing the other Party if there is a change in that Party’s registration data, including the correspondence address. | 17.3. Всяка от Страните се задължава при промяна на обстоятелствата относно регистрационните си данни, включително адреса си за кореспонденция, да уведомява писмено своевременно другата страна за настъпилата промяна. |
| 17.4. The authorized representatives of the Parties that may accept and make statements according to the execution of the present Contract, are as follows: | 17.4. Упълномощени представители на Страните, които могат да приемат и правят изявления по изпълнението на настоящия Договор са: |
| FOR THE CONTRACTING AUTHORITY  …………………  Telephone: ……………..  Mailing address: No 1 Brussel Blvd, BULATSA, Sofia 1540  Fax: +359 2 980 00 43  E-mail: [……………….](mailto:mihail.tsenkov@bulatsa.com) | ЗА ВЪЗЛОЖИТЕЛЯ:  ………..  Телефон: ………….  Адрес за кореспонденция: бул. „Брюксел“ № 1, ДП РВД, София 1540  Факс: +359 2 980 00 43  E-mail: [……………](mailto:mihail.tsenkov@bulatsa.com) |
| FOR THE CONTRACTOR:  ……………..  Telephone: …………………  Mailing address: …………………..  Fax: ………….  E-mail: ………….. | ЗА ИЗПЪЛНИТЕЛЯ:  …………….  Телефон: ………….  Адрес за кореспонденция: ………………..  Факс: …………..  E-mail: ……………… |
| 17.5. In case of conflict between the Bulgarian and English text, the Bulgarian text shall prevail. | 17.5. В случай на противоречие на текста между българския и английския език с предимство се ползва текста на българския език. |
| **XVIII. DISPUTES RESOLUTION AND APPLICABLE LAW** | **XVIII. РАЗРЕШАВАНЕ НА СПОРОВЕ И ПРИЛОЖИМО ПРАВО** |
| 18.1. All disputes, arising from the present Contract or concerning it shall be solved first in extrajudicial order by negotiations between the Parties and in case of dispute each Party may sent to the other Party to the addresses, listed herein to an invitation for negotiations with the date, hour and place of the negotiations. | 18.1. Всички спорове, породени от този Договор или отнасящи се до него, ще бъдат разрешавани първо по извънсъдебен ред чрез преговори между двете Страни, като в случай на спор, всяка Страна може да изпрати на другата на посочените адреси за кореспонденция по-долу покана за преговори с посочване на дата, час и място за преговори. |
| 18.2. If there is no agreement reached under the grounds of the previous Paragraph, all disputes arising from the present Contract or concerning it, including disputes regarding its interpretation, nullity, non-execution or termination shall be considered and solved by the competent court of law in the Republic of Bulgaria pursuant to the Civil Procedure Code. | 18.2. В случай на непостигане на договореност по реда на предходната алинея, всички спорове, породени от този Договор или отнасящи се до него, включително споровете, отнасящи се до неговото тълкуване, недействителност, неизпълнение или прекратяване, ще бъдат отнасяни за разглеждане и решаване от компетентния съд на Република България по реда на ГПК. |
| 18.3. For all matters not provided for in this Contract the provisions of the applicable Bulgarian law shall apply. | 18.3. За всички неуредени въпроси в този Договор ще се прилагат разпоредбите на действащото българско законодателство. |
| **XIX. ENTRY INTO FORCE** | **XIX. ВЛИЗАНЕ В СИЛА** |
| 19.1. This Contract shall come into force on the date of its signature by the Parties. | 19.1. Този Договор влиза в сила от датата на подписването му от Страните. |
| **XX. APPENDICIES** | **XX. ПРИЛОЖЕНИЯ** |
| 20.1. The following Annexes form an integral part of the Contract: | 20.1. Неразделна част от Договора са следните Приложения: |
| Appendix No 1: Technical Specification of the Contracting Authority; | Приложение № 1: Технически спецификации на Възложителя; |
| Appendix No 2: Technical proposal of the Contractor; | Приложение № 2: Техническо предложение на Изпълнителя; |
| Appendix No 3: Price proposal of the Contractor; | Приложение № 3: Ценово предложение на Изпълнителя; |
| Appendix No 4: Model of Advance Payment Guarantee; | Приложение № 4: Образец на банкова гаранция за авансово плащане; |
| Appendix No 5: Service Level Agreement (upon approval of the Contracting Authority); | Приложение № 5: Споразумение за ниво на обслужване (след утвърждаване от Възложителя); |
| Appendix No 6: Master Time Schedule (upon approval of the Contracting Authority); | Приложение № 6: График за изпълнение (след утвърждаване от Възложителя); |
| Appendix No 7: BULATSA General Terms for Security of Information and Personal Data Protection; | Приложение № 7: Общи условия на ДП РВД за сигурността на информацията и защитата на личните данни; |
| Appendix No 8: List of the Contractor’s personnel, responsible for the execution of the contract. | Приложение № 8: Списък на служителите на Изпълнителя, отговорни за изпълнение на договора; |
| 20.2. In case of any discrepancy or ambiguity between the present Contract and its appendices, the documents shall be applied with priority as follows: | 20.2. В случай на конфликт или неяснота между този договор и приложенията му документите ще се прилагат с приоритет по следния ред: |
| 20.2.1. The clauses of the Contract; | 20.2.1. Клаузите на договора; |
| 20.2.2. Appendix No 1; | 20.2.2. Приложение № 1; |
| 20.2.3. The Appendices in the following order: 2, 7, 3, 5, 6, 8 и 4. | 20.2.3. Приложенията в следната поредност: 2, 7, 3, 5, 6, 8 и 4. |
|  |  |
| This contract has been composed and signed in two identical originals, each in English and Bulgarian, one for each of the contracting parties. | Настоящият договор се състави и подписа в два еднообразни оригинала, всеки на английски и български език, по един за всяка Страна. |

**CONTRACTING AUTHORITY: CONTRACTOR:**

**Georgi Peev …………………**

*Director General ……….(position)*

***Appendix No. 4 to the contract***

|  |  |
| --- | --- |
| **ADVANCE PAYMENT BANK GUARANTEE** | |
| **CONTRACTING AUTHORITY:** | STATE ENTERPRISE BULGARIAN AIR TRAFFIC SERVICES AUTHORITY, 1, BRUSSELS BLVD., 1540 SOFIA, BULGARIA |
| **CONTRACTOR:** | ...... <NAME> ............... <HEADQUARTERS AND REGISTERED OFFICE> |
| **CONTRACT:** | ….<NUMBER, DATE> |
| **CONTRACT SUBJECT:** | **Implementation of electronic terrain and obstacle data (eTOD) at BULATSA** |
| **CONTRACT VALUE:** | BGN (………………)……leva VAT excluded |
| **AMOUNT OF THE BANK GUARANTEE:** | BGN (………………)……leva equal to 30% (thirty percent) of the price under item 4.1.1. of the contract VAT included (where applicable) |
| **EXPIRY DATE:** | 30 (thirty) days after the deadline for successful acceptance of phase Provision of the datasets under item 1.2, g) of the contract. |
| We, <the name of the issuing bank>, with headquarters and registered office <……..> have been informed of the above specified contract and we understand that, according to the terms of the contract, an advance payment shall be made against an advance payment guarantee.  At the request of the CONTRACTING AUTHORITY, we hereby guarantee unconditionally and irrevocably the repayment of the advance payment on first written demand – without taking into consideration incidental objection of the CONTRACTOR. Payment will be effected immediately without previous judicial or arbitral award and without examining the legal relationships between the CONTRACTING AUTHORITY and the CONTRACTOR – should the CONTRACTING AUTHORITY declares that the CONTRACTOR is in default under the contract, up to any sum or sums not exceeding in total the above-mentioned amount of the guarantee.  Your dully signed and stamped request shall be accompanied by statement stating that the CONTRACTOR is in breach of its obligations under the contract.  Your written request for payment shall be submitted through the headquarters of your servicing bank confirming that your signatures are authentic and legally binding under the law. The request can also be submitted via a SWIFT message.  Claims under this bank guarantee will only be honoured by us if the CONTRACTOR has received the above-mentioned amount of ................... in full with reference to our guarantee-number on its account no. ........ kept with us.  The bank guarantee is non-transferable and may be released before the expiry of its validity period only after the return of its original to <name of the issuing bank>. | |
| **DATE OF ISSUE:** | […] |
| **PLACE OF ISSUE:** | […] |
| **NAMES AND TITLES OF THE PERSONS AUTHORISED BY THE BANK** | […][…signature and stamp] |

***Appendix No 7 to the Contract***

**BULATSA GENERAL TERMS FOR**

**SECURITY OF INFORMATION AND PROTECTION OF PERSONAL DATA**

|  |  |
| --- | --- |
|  | 1. **General PROVISIONS** |
|  | * 1. This Appendix regulates the relationship between Bulgarian Air Traffic Services Authority (BULATSA) and ………..(Contractor), related to the security of information, in accordance with the requirements of cl. A.15. of ISO/IEC 27001:2013. |
|  | * 1. The present Appendix aims to provide protection of the information assets of BULATSA, which are accessible to the Contractor. |
|  | * 1. This appendix also regulates the relationship between BULATSA, and the Contractor related to the protection of personal data in relation to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). |
|  | * 1. The present Annex shall apply as far as it does not contradict the applicable legislation. |
|  | * 1. As far as the applicability of a certain clause is not explicitly specified, the latter shall not apply in respect to the Contract. |
|  | * 1. The nullity under clause 1.4. and the inapplicability under cl.1.5. of one or more clauses of this Appendix, shall not cause nullity and/or inapplicability of the other clauses. |
|  | * 1. The present Appendix is applicable to both the Contractor and its subcontractors and/or sub suppliers, within the scope of activities performed by them. |
|  | 1. **DESCRIPTION OF THE INFORMATION AND METHODS FOR ACCESSING IT** |
|  | * 1. For the purposes of fulfilment of the Contract, the Contractor has the right to receive and access the following category of BULATSA information:   *(Please, specify the category, according to the Information Security Management System (ISMS) “Asset Management, Classification of Information and Use of Information Carriers”, and specify the type of information)*  for free access  for internal use (……………………………………………)  ☐for restricted use(………………………………………….). |
|  | * 1. Within ….. (days) as from the Contract entry into force, the Parties shall coordinate the categorization Scheme of BULATSA with that of the Contractor, whereby in the coordination the scheme of BULATSA shall have priority. |
|  | * 1. The methods for exchange of information between BULATSA and the Contractor are as follows:   Electronic mail;  shared space in the Contractor’s infrastructure;  shared space in BULATSA infrastructure;  Encrypted external carrier;  encrypted files via e-mail with …………………(please describe the encryption method, e.g., 7-zip, AS256), the password shall be sent via separate channel;  …………………………. (other, if applicable) |
|  | * 1. The methods for access to the information assets of BULATSA by the Contractor are as follows (may be a combination of the listed below):   on site access to systems of the nonoperational segment of the network;  on site access to systems of the operational segment of the network;  remote VPN session for initial configuration and system setup for a period of ……… calendar days;  during the warranty service, access via Webex or Skype for Business/Lync under the supervision of the responsible employee of BULATSA, for removal of technical failures and solving problems. In this case the session may be recorded by the responsible employee of BULATSA. |
| ☒ | 1. **APPLICABLE LEGISLATION AND OTHER REQUIREMENTS** |
|  | * 1. In course of the Contract implementation, the Parties shall strictly comply with the requirements of the applicable legislation regarding the protection of information, including protection of personal data and intellectual property rights. |
|  | * 1. In particular, while performing its contractual obligations, the Contractor shall strictly apply the following documents:   3.2.1. Non-Disclosure Agreement ………………………………..  *(please, specify documents, different from legal acts, which are required to be applied by the Contract subject)* |
| ☐ | * 1. The software must have the following certificate for evaluation assurance level(Common Criteria Evaluation Assurance Level (EAL)):   ☐EAL 2 or higher;  ☐EAL 3 or higher;  ☐EAL … |
|  | 1. **PROTECTION OF INFORMATION** |
|  | * 1. The Contractor shall accept the full amount of information and/or data, provided or learned under and in relation to the performance of the Contract as a manufacturing and commercial secret of BULATSA. |
|  | * 1. The Contractor shall not damage and shall not create a risk of damaging the security of information of BULATSA and shall use the manufacturing and commercial secrets under para 4.1, solely for the fulfilment of its obligations under the Contract. |
|  | * 1. The Contractor is entitled to provide the information under cl. 4.1. only to third parties (subcontractors, sub suppliers), directly engaged in the implementation of the Contract, except when the obligations for this provision arise from a law or other normative act. |
|  | * 1. To ensure the fulfilment of the obligations under this clause 4, within 3 (three) days as from the Contract entry into force, the Contractor shall submit to BULATSA a list of the partners, employees and contact persons regarding the security of information, accompanied by duly filled in and signed Declarations for confidentiality (as per Model No.1) by all natural persons, who shall have or who shall be granted access to the information under cl. 4.1. |
|  | * 1. Amendments to the list under cl. 4.4. shall be conducted in accordance with this section. |
|  | * 1. Depending on the category of information under p. 2.1, BULATSA is entitled to request additional documents certifying the right of the persons to have access to and to use the information under cl.4.1. |
|  | * 1. BULATSA is entitled to perform verification of documents and to refuse in writing to the Contractor access to the information under cl. 4.1. |
|  | * 1. BULATSA is entitled, without prior notice, to revoke the right for access to the information under cl. 4.1 of any person, who:      1. has breached the clauses of the Contract, related to the security of information;      2. has caused or has created danger for occurrence of incident, related to the security of information of BULATSA;      3. has lost the right, necessary for the provision of information. |
|  | * 1. In the cases under clauses 4.6. and 4.7., the Contractor shall, within 3 (three) days as from the receipt of denial or the notification for revoked right, propose another person, complying with the normative requirements and/or criteria of BULATSA. |
|  | * 1. The Contractor shall not take actions and shall not make statements that would damage the reputation and commercial prestige of BULATSA. |
|  | * 1. The Contractor shall keep the information under cl.4.1. in secret for a period of 18 (eighteen) months, as from the Contract entry into force, and regarding the natural persons this period shall be applied including after termination of their employment or contractual relations with the Contractor. |
| ☐ | * 1. When acquiring new information systems, which monitor/audit other infrastructure components of the BULATSA’s infrastructure, the Contractor shall submit to BULATSA a declaration by the respective manufacturer, certifying that the proposed software product does not contain nonregulated means for collection and retransmission of confidential information (the so called „backdoor“ tool. |
| ☐ | * 1. When testing for detection of vulnerabilities (pen tests) performed by the Contractor, a procedure shall be described for cleaning after the tests, showing where the acquired during the tests information shall be stored, how it will be destroyed after the tests, how the systems will be restored to the level before the test (removal of test accounts, restoration of initial configurations, etc.). |
|  | * 1. The obligations of the Contractor under this clause 4, shall also apply in full for its employees, subcontractors and/or sub suppliers and their employees. |
| ☒ | 1. **USE OF INFORMATION** |
|  | * 1. The Contractor shall have the right to use the provided by or accessible information of BULATSA only for the purposes of the contract performance. |
|  | * 1. The Contractor shall not have the right to disclose the provided by or accessible information of BULATSA to third persons except the cases when is obliged to do so by a normative act or by a decision of a competent authority. In such cases the Contractor shall notify BULATSA immediately. |
|  | * 1. Except the described in the preceding paragraph cases unless agreed in advance the Contractor shall have the right to provide third persons with provided by or accessible information of BULATSA only after the written permission of BULATSA. |
|  | * 1. Any use of BULATSA information other than the agreed herein or in the Contract shall be inadmissible. |
|  | * 1. The Contractor’s obligations under this cl. 5 shall apply in full to its employees, subcontractors and/or sub-suppliers and their employees. |
| ☐ | 1. **CONTROL AND AUDIT MECHANISMS** |
| ☐ | * 1. BULATSA shall have the right to control at any time and to periodically and incidentally monitor the use or access to the information by the Contractor its employees, subcontractors and/or sub-suppliers and their employees, as well as to keep records of this, including electronically. |
| ☐ | * 1. BULATSA shall have the right to audit the Contractor periodically and incidentally for the purposes of controlling the use of information. |
| ☐ | * 1. BULATSA shall designate one or more persons responsible for the audit and shall inform the Contractor thereof. |
| ☐ | * 1. BULATSA shall keep as Contractor’s manufacturing and commercial secret the full amount of information and/or data provided or acquainted in the course of and in connection with the performance of the audit. For this purpose, the persons under cl. 6.3. shall sign a declaration according to Model No.2. |
| ☐ | * 1. The Contractor, its employees, subcontractors and/or sub-suppliers and their employees shall assist the persons under cl.6.3. to perform the tasks assigned to them and not to obstruct in any way the monitoring and audits. |
| ☐ | * 1. BULATSA shall inform the Contractor in writing of the results of the monitoring and/or the audit and shall, in necessary, provide the latter with instructions for removal of the detected irregularities. |
| ☐ | * 1. The Contractor shall on its own account remove all irregularities within the time limit specified by BULATSA in the respective prescriptions under cl. 6.5. |
| ☐ | * 1. The obligations of the Contractor under this clause 6 shall apply in full also to its employees, subcontractors and/or sub-suppliers and their employees. |
|  | 1. **INCIDENT MANAGEMENT** |
|  | * 1. Throughout the Contract term the Contractor shall maintain and coordinate with BULATSA an incident management plan, related to the security of information (including technical failures). |
|  | * 1. The Contractor shall upon establishment, on BULATSA requirement or periodically under the terms agreed in the Plan under cl.7.1., report to the latter of an alleged and/or established security weakness in BULATSA accessible systems and in services provided to the latter including but not only the following:   ☐Unauthorized access to systems;  ☐Compromised information;  ☐Violation of the information integrity;  Inability to transmit or process information;  Technical failures. |
| ☐ | * 1. The plan under cl. 7.1. shall contain measures and procedure to prevent, report and remove the consequences of incidents related to the information security, as well as measures to keep the integrity, availability and confidentiality of information. |
| ☐ | * 1. The performance of the plan under cl. 7.1., including the activities for removal of the consequences of incidents/technical failures within the Contractor’s responsibility, shall be on latter’s expense. |
|  | 1. **DELIVERIES CHAIN MANAGEMENT** |
|  | * 1. The Contractor, its subcontractors and sub-suppliers shall strictly observe the information security requirements applicable to the acquisition by BULATSA of an information and communication technologies’ product or service specified in the respective technical annexes to the Contract. |
|  | * 1. When purchasing components from parties other than the Contractor, the plan under cl. 7.1. shall also include a description of all security practices in the supply chain. |
| ☐ | * 1. Demonstration of compliance of the information and communication technologies products or services with the security requirements shall take place upon acceptance of the Contract performance according to the specified therein methods. |
| ☐ | * 1. BULATSA shall have the right, under the provisions of Section 6, to control at any time and to carry out periodic and incidental monitoring of conformity of the information and communication technologies products or services with the security requirements. |
| ☐ | * 1. Within the term specified in the Contract, the Contractor shall provide BULATSA with a list of the components of information and communication technologies products that are critical to maintaining their functionality. |
| ☐ | * 1. The Contractor shall provide to BULATSA the opportunity to trace the origin of the critical components under cl. 8.5. along the supply chain. |
| ☐ | * 1. The Contractor shall ensure availability of the components’ life-critical for the information and communication technologies products within the time limits specified in the Contract. |
| ☐ | * 1. The Contractor shall ensure compliance with the requirements of BULATSA under this section along the supply chain. |
|  | 1. **PERFORMANCE MONITORING** |
| ☒ | * 1. BULATSA shall have the right to conduct ongoing and irregular monitoring of the fulfilment of the Contractor’s obligations with regard to the information security throughout the whole lifecycle of the relationship with the latter. |
| ☐ | * 1. The plan under cl.7.1 shall contain a process of reporting and managing of information security incidents (violation of completeness, integrity, availability), or reporting technical failures of the delivered system (software/hardware). |
| ☐ | * 1. The process under cl. 9.2. shall ensure:   ☐monitoring of the service delivery levels for the purposes of verifying the performance of the Contract by the Contractor, in relation to the key performance indicators set out by BULATSA;  ☐review of service performance reports and periodic performance evaluation meetings;  ☐process for removal of the identified problems;  ☐change management process;  ☐review of the aspects of information security along the supply chain;  ensuring continuity of the service. |
| ☐ | * 1. In addition to the plan under cl.7.1., BULATSA shall have the right, under the provisions of Section 6, to audit the Contractor with respect to failures in provision of the service and incidents with the Contractor's security of information, which may include review of records of events, operational issues, failures, failure tracking, and other deficiencies in providing the service. |
|  | 1. **TERMINATION OF RELATIONSHIP** |
|  | * 1. Upon termination of the relationship with the Contractor, regardless of the reasons for this, BULATSA shall immediately terminate the Contractor’s access to information, premises or information assets. |
| ☐ | * 1. Not later than three working days from the date of acceptance of the final execution of the Contract, the Contractor shall   ☐return or  return the returnable and destroy the non-returnable information provided upon and in connection with the Contract performance. |
|  | 1. **CONTRACTOR’S LIABILITY AND PENALTIES** |
|  | * 1. The Contractor shall be responsible for the security of the information received from BULATSA in the performance of its obligations or for any other reason, regardless of the fact BULATSA or third party is the owner of the information. |
|  | * 1. The Contractor shall correct all damages caused to BULATSA and/or third parties arising out of and in connection with Contractor’s  failure to fulfil its obligations under this Annex. |
|  | * 1. Notwithstanding cl. 11.2., the Contractor is subject to sanctions as agreed in the Contract. |
|  | * 1. The Contractor shall be jointly liable for the actions and/or inactions of its employees, subcontractors, sub-suppliers or their employees relating the security of the information received from BULATSA, regardless of whether BULATSA or third party is the owner of that information. |
|  | 1. **RESPONSIBILITIES RELATED TO PERSONAL DATA PROTECTION** |
|  | **PERSONAL DATA PROTECTION PROVIDED BY THE CONTRACTING AUTHORITY** |
|  | * 1. For the duration of the contract the Contracting Authority (in its capacity of personal data administrator) shall provide the Contractor (in its capacity of processing) the following categories personal data of its employees, namely:   Names;  ☐ identification number;  ☐ permanent address;  ☐ …………………. |
|  | * 1. Data under p. 12.1. shall be provided only with the purpose of fulfilment of the contract subject. |
|  | * 1. The Contractor under this contract processing personal data provided by the Contracting Authority shall:   12.3.1. at processing the personal data act only on the grounds of the Contracting Authority’s written instructions unless the law requires otherwise;  12.3.2. guarantee that it processes the provided personal data in conditions of strict confidentiality;  12.3.3. take appropriate technological and organizational measures to guarantee the security of the processed data;  12.3.4. assign processing of the personal data to other processors only after explicitly written consent of the Contracting Authority;  12.3.5. assist the Contracting Authority at provision of opportunity for exercising the rights of the personal data subjects, as the right of access, information, correction, objection, deleting etc.;  12.3.6. assist the Contracting Authority for fulfilment of its obligations related to ensuring the processing security, the security breach notification, drafting assessments of impact on the data protection;  12.3.7. delete or submit to the Contracting Authority all personal data upon termination of the contract or when the data are removed by the Contracting Authority;  12.3.8. in case of inspection of the supervisory authorities submit to the Contracting Authority comprehensive and complete information needed for proof of compliance with the legal requirements regarding the personal data protection;  12.3.9. in case of violation /incident/ of personal data protection which leads to disclosure, cancellation, replacement, inaccessibility or illegal processing notify within 72 hours the competent supervisory authority and the Data Protection Officer of the Contracting Authority. |
| ☐ | * 1. The Contractor under this contract shall maintain a register of the processing activities, and if necessary, shall ensure a data protection officer. |
|  | * 1. The Contractor shall be fully responsible in case of non-fulfilment of its obligations as personal data processor or in case of non-compliance with the imputed by the Contracting Authority obligations. |
|  | **PERSONAL DATA PROTECTION PROVIDED BY THE CONTRACTOR** |
|  | * 1. For the duration of the contract, the Contractor shall provide the Contracting Authority with the following categories of personal of its employees, namely:   names;  identification number;  personal data contained in CVs;  personal data contained in higher education diploma;  personal data contained in criminal record certificates;  personal data contained in mental health certificates;  personal data contained in certificates of availability/lack of data on pending criminal proceedings and served charges under Art.147, para1, p.1, b. “d“ of the Rules for the implementation of the Law on protection of qualified information;  personal data contained in filled in questionnaires in relation with study and issuance of permission for work in strategic zones;  ☐ …………………. |
|  | * 1. Data under cl. 12.6. shall be collected only with purpose of fulfilment of the contract subject. |
|  | * 1. Data, part of the public procurement dossier shall be kept within 5 years after completion of the contract execution and respective audit. |
|  | * 1. Data collected in relation with study and issuance of a permission for work in strategic zones shall be kept within 5 years. |
|  | * 1. Data which do not enter the categories described in cl. 12.8 and cl. 12.9 shall be kept within the terms, defined in the contract. |
|  | * 1. The Contracting Authority under this contract as processor of personal data, provided by the Contractor shall:   12.11.1. when processing the personal data act only based on the written instructions of the Contractor, unless the law requires other;  12.11.2. guarantee that processes the provided personal data in conditions of complete confidentiality;  12.11.3. take appropriate technological and organizational measures to guarantee the security of the processed data;  12.11.4. assist the Contractor at provision of opportunity for exercising the rights of the personal data subjects, as right of access, information, correction, objection, deleting etc.;  ☐ 12.11.5. assist the Contractor for fulfilment of its obligations related to ensuring the processing security, the security breach notification, drafting assessments of impact on the data protection;  12.11.6. delete/liquidate in a safe way all personal data of the Contractor within the terms defined in the contract and/or in cl.12.8. and cl.12.9.  12.11.7. in case of violation /incident/ of personal data protection which leads to disclosure, cancellation, replacement, inaccessibility or illegal processing notify within 72 hours the competent supervisory authority and the Data Protection Officer of the Contractor. |
| ☐ | * 1. The Contracting Authority under this contract shall if needed ensure data protection officer for protection of the personal data provided by the Contractor. |
|  | 1. **FINAL PROVISIONS** |
|  | * 1. **Amendment to requirements regarding the security of the Contract information shall be affected as necessary in the manner specified therein and in compliance with the applicable legislation.** |
|  | * 1. Any dispute between the parties regarding the security of information shall be resolved in the manner specified in the Contract. |

**Standard document No. 1**

**to the General terms**

**D E C L A R A T I O N**

**FOR**

**CONFIDENTIALITY AND LOYALTY**

**I, the undersigned:**

**……………………………………., having identity document No. ………., in my capacity of:**

* **representative**
* **employee**

**of ……………………………………., with seat and registered address, ……………………………………., Identification Number ………………, represented by: ……………………………….., ……………………………….., in the capacity of:**

* **Contractor (Supplier)**
* **Subcontractor**
* **Subsupplier**

**Under Contract No. …………………………. / ……………………,**

**D E C L A R E:**

1. I accept as production and commercial secret of Bulgarian Air Traffic Services Authority the full amount of information and/or data (in written, electronic or oral form) provided to me or learned under the Contract.

2. In order not to create a threat of harm to the parties' economic interests, I shall use the production and trade secrets under paragraph 1, which I have learned under my contractual relations with the Bulgarian Air Traffic Services Authority or the Contractor of the Contract, solely for execution of the tasks assigned to me and I shall not disclose them to any third party, except in the cases where these obligations arise from a law or other normative act.

3. After fulfilment of the tasks assigned to me, I shall return all the information and/or data provided to me, without retaining copies of them, regardless of their form.

4. I shall keep the production and trade secrets under paragraph 1, for a period of 18 (eighteen) months, as from the date of signing the present Declaration, including also after conclusion of my labour or contractual relationships with the legal entity specified in this declaration.

5. I shall not take actions and shall not make statements that would damage the reputation and commercial prestige of Bulgarian Air Traffic Services Authority.

**Date:** ..................... **Declarer:** ............................... (signature)

**PART III**

**DOCUMENT FORMS**

*Form No. 1*

**TENDER**

for participation in an open procedure for awarding a contract with subject

**“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”**

Administrative data of the participant:

1. Name or designation of the participant .....................................................................................
2. UIC ........................................................................................
3. Represented by...............................................................................................................................
4. Headquarters and registered office ......................................................................................................

Phone number...................................................

Fax...................................................

E-mail...................................................

1. Contact person ................................................................................................

Position ................................................................................................ .........

Phone number/Fax .............................................. ...................................................

**DEAR LADIES AND GENTLEMEN,**

With the submission of this tender we hereby declare our desire to participate in a procedure for awarding a contract with subject **“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”.**

1. We have read the documentation and the requirements for participation stated therein and we hereby declare that we accept them.
2. We agree with the terms and conditions of the draft contract.
3. We have detailed the necessary documents regarding the selection requirements and the information on the technical characteristics for execution of the contract and placed them in envelope No. 1 labelled "Selection documents and technical proposal for execution of the contract", which is an integral part of this tender.
4. We have placed the price proposal for execution of the contract in a **sealed** **envelope No. 2 labelled "Price proposal",** which is an integral part of this tender.
5. I hereby declare that ........................................................ /*please insert the name or designation of the participant*/, being a participant in the procedure, meet all the requirements set in the conditions previously announced by the Contracting Authority. In relation to the set selection criteria, I present the following information:

Documents to prove the financial capacity, as follows:

1. A list of services that are identical or similar to the subject of the contract, containing the values, dates and recipients, along with evidence of the service provided.

The information referred to in item 1 shall cover the last 3 (three) calendar years. The information may also cover a shorter period, depending on the date on which the applicant or participant was established or started to perform its activity.

1. I hereby declare that **I will use / I will not use (delete as appropriate) subcontractor/s.** The subcontractor(s) that I will use meets all regulatory requirements related to the execution of this contract.
   1. Subcontractor/s will be: ………..…. [***if applicable****, please insert the names of the persons/companies of the subcontractors, PIN/UIC, address, phone number, fax/e-mail],* which are familiar with the subject of the contract and has/have given their consent to participate in the procedure.
   2. The subcontractor(s) will perform the following activities […] [***to be completed, if applicable***].
2. If ............................................................................... /*please insert name or designation of the participant*/ is appointed as the contractor to the contract, I undertake, upon signing the contract, to submit a performance guarantee in the amount of 5% (five per cent) of the contract value, excluding VAT, in one of the following forms:

* bank guarantee in the form attached to the documentation;
* a sum of money transferred to the following bank account of the Contracting Authority:

Eurobank Bulgaria AD (Post Bank),

1766 Sofia, 260 Okolovrasten Pat Str.,

Bank account IBAN: BG44BPBI79421091110002

Bank BIC: BPBIBGSF.

1. We agree to be bound by this tender for a period of 90 (ninety) days, starting from the deadline for submission of tenders.
2. The following are an integral part of this tender:

* envelope No. 1 labelled "Selection documents and technical proposal for execution of the contract”
* envelope No. 2 labeled “Tender price”.

**ATTACHMENTS:**

1. Power of attorney (original or notarised copy) (*when applicable – see item 7.1.2. of the documentation*).
2. A copy of the constituent act, contract, agreement or other applicable document proving the establishment of consortium (*when applicable – see item 7.1.3. of the documentation*).
3. A list of activities performed in the last 3 (three) calendar years, including the two activities with a subject identical or similar to those of the contract, accompanied by recommendations for good performance issued by the respective Contracting Authority.
4. A list of the staff (Form No. 5) who will execute the contract and a list of the members of the management team who will be responsible for the contract execution (*according to* *item 6.4. of the documentation*).

**Date:** …....................

………….......................................................................................

*(signature of the person representing the participant)*

……………………………………………………………………

*(name and surname of the person representing the participant)*

…………..………………………………………………………..

*(capacity of the person representing the participant)*

*……………………………………………………………………………*

*(participant name)*

*Form No. 2*

**TECHNICAL PROPOSAL FOR EXECUTION OF THE CONTRACT**

By the participant:

.......……………………………………….....................................................................

*(please insert the name of the participant, UIC, representative of the participant and correspondence data – address, phone number, fax, e-mail; in case of a consortium, please insert the name and representative of the consortium and its members)*

**Regarding:** Open procedure with subject “**Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”**

**DEAR DIRECTOR GENERAL,**

With the submission of the present technical proposal we undertake to execute a contract with subject **“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”** in accordance with the requirements of the documentation.

* 1. After we became familiar with the tender documentation, with this technical proposal for execution of the contract we make the following binding proposal:
     1. Time limit for execution of the contract: .......................... **/in words/ months.**

*(The proposed time limit for execution of the contract must not be longer than 16 months from the date of entry into force of the contract and must not include the warranty service period and the time limit for execution of the Service Level Agreement – SLA).*

**ІI. We hereby propose the following warranty periods:**

**II.1.** 2 (two) years from the date of signing of the bilateral data delivery acceptance certificate;

**IІІ.** We attach a detailed linear calendar schedule (in calendar days) for the proposed time limit for execution of the contract, which we will submit, if we are selected as a contractor to the contract, in accordance with the requirements set in the Technical Specification, in an updated form corresponding to the specific beginning and end of the execution of the contract.

**IV.** We are making the following Technical Proposal (*which content complies with the retirements referred to in item 7.1.7 of the documentation; it may be submitted as a separate document*):

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

…………………………………………………………………………………………………………

………………………

***Guidelines for the preparation of the proposal and requirements for its content***

1.) A draft Linear Schedule (in calendar days) for execution of the contract prepared in accordance with the proposed time limit for execution, which content corresponds to the requirements of the Contracting Authority and follows the instructions in the present model of Technical Proposal for Execution of the Contract shall be attached as an integral part of the technical proposal,

***Note:***

*The prepared linear calendar schedule and proposed time limit for execution of the contract and the “Technical Proposal, which contains the concept and technology to implement the project stages” shall be interconnected and compatible with each other.*

2.) The participant's technical proposal must present the overall approach to the execution of the contract, including the methodology for managing the project implementation. The methodology shall determine the methods of managing the implementation of the activities specified in the documentation for conducting the present procurement procedure and achieving the expected outcomes.

The proposed methodology must meet the requirements for minimum required information, i.e. it must contain a description of:

1. Project stages;
2. Resource availability;
3. Implementation arrangements:

* Structure of the Contractor's project team;
* Distribution of roles for the proposed participants in the Contractor's project team;

1. Planned project documentation;
2. Project implementation schedule;
3. Conformity assessment matrix prepared in accordance with Form No. 3.

**Attachments:**

* 1. Draft linear calendar schedule for the execution of the contract (in calendar days).
  2. Organisation chart – management and technical team and units for implementation of individual activities.
  3. A document, which describes the risk management approach that will be applied to the execution of the contract (it may be a part of the Project Management Plan).
  4. Quality Management Plan (it may be a part of the Project Management Plan).
  5. An initial version of the Project Management Plan (PMP) consistent with the project implementation stages determined by the Contracting Authority.
  6. Conformity assessment matrix prepared in accordance with Form No. 3.
  7. Other information and/or documents (*at the participants’ discretion*).

**Date:** ….................... ………….......................................................................................

*(signature of the person representing the participant)*

……………………………………………………………………

*(name and surname of the person representing the participant)*

…………..………………………………………………………..

*(capacity of the person representing the participant)*

*……………………………………………………………………………*

*(participant name)*

*Form No. 4*

**LIST OF PERFORMED ACTIVITIES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Participant/partner in a consortium**  1. | **Name of the project** | **Contracting Authority** | **Description of the activities** | **Year of completion of the project** |
| 1. |  |  |  |
| 2. |  |  |  |
| ... |  |  |  |
| n |  |  |  |
| 2. | 1 |  |  |  |
| 2 |  |  |  |
| ... |  |  |  |
| n |  |  |  |
| etc... |  |  |  |  |

Total number of activities performed in the last 3 (three) calendar years, starting from the date of submission of the tender, depending on the date on which the relevant participant was established or started to perform its activity – ................................... pcs.

**Attachment:** Recommendations for good execution for any project.

................. 20….....

City of ........................ Signature ....................................

(Name, position)

*Form No. 5*

**LIST OF THE STAFF WHO WILL EXECUTE THE CONTRACT**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Participant/partner in a consortium**  1. | **Full name of the person** | **Professional competence**  *(please specify the capacity of the person in the team)* | **Qualification**  *(data on the document proving the acquired education – educational institution, number and date of the document, educational degree, occupational strand and speciality)* | **Total work experience**  *(when applicable)* | **Specific work experience**  *(when applicable)* | **Certificate(s)**  *(when applicable)* | **Others** |
|  | 1. |  |  |  |  |  |  |
|  | ... |  |  |  |  |  |  |
|  | n |  |  |  |  |  |  |
| 2. | 1 |  |  |  |  |  |  |
| ... |  |  |  |  |  |  |
| n |  |  |  |  |  |  |
| etc.... |  |  |  |  |  |  |  |

*Note:* The information shall be sufficient to enable the committee to assess the participant's compliance with the requirements referred to in item 6.2. of the tender documentation.

....... ................. 20….....

City of ........................ Signature ....................................

(Name, position)

*Form No. 6*

**TO THE ATTENTION OF**

**BULGARIAN AIR TRAFFIC SERVICES AUTHORITY**

**PRICE PROPOSAL**

By the participant:……………………………………............................................................................

*(please insert the name of the participant, UIC, representative of the participant and correspondence data – address, phone number, fax, e-mail; in case of a consortium, please insert the name and representative of the consortium and its members)*

**Regarding:** Open procedure with subject **“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”**

**DEAR LADIES AND GENTLEMEN,**

After we have familiarised ourselves with the requirements set out in the tender documentation for open procedure with subject **“Implementation of Electronic Terrain and Obstacle Data (eTOD) in BULATSA”**, we hereby propose the following price for execution of the contract:

**I.** The final price for the execution of the contract proposed by us is up to BGN......................... excluding VAT and BGN ............................. including VAT, if applicable, and includes:

1. Price for providing the database (without the Monitoring stage) – BGN......................... excluding VAT, or BGN ............................. including VAT, if applicable;

2. Total price for services provided in the Monitoring stage – BGN......................... excluding VAT, or BGN ............................. including VAT, if applicable, and includes the price for two 12-month monitoring periods, each in the amount of BGN......................... excluding VAT, or BGN ............................. including VAT, if applicable.

The final price of the contract includes all costs of complex contract execution, including taxes and fees, and the Contractor's profit.

Date: …..................... …………..………………………………………………………..

*(signature of the person representing the participant)*

……………………………………………………………………

*(name and surname of the person representing the participant)*

…………..………………………………………………………..

*(capacity of the person representing the participant)*

…………..………………………………………………………..

*(participant name)*

*Appendix No. 7*

|  |  |
| --- | --- |
| **BANK GUARANTEE FOR PERFORMANCE OF A CONTRACT FOR PROCUREMENT** | |
| **CONTRACTING AUTHORITY:** | STATE ENTERPRISE BULGARIAN AIR TRAFFIC SERVICES AUTHORITY, 1, BRUSSELS BLVD., 1540 SOFIA, BULGARIA |
| **CONTRACTOR:** | ...... <NAME> ............... <HEADQUARTERS AND REGISTERED OFFICE> |
| **SUBJECT OF THE PROCUREMENT AND THE CONTRACT:** | **Implementation of electronic terrain and obstacle data (eTOD) at BULATSA** |
| **CONTRACT VALUE:** | BGN…………… (…………) leva VAT excluded |
| **AMOUNT OF THE BANK GUARANTEE:** | BGN…………… (…………) leva representing 5% (five per cent) of the total contract price under Clause 4.1. VAT excluded |
| **EXPIRY DATE:** | 30 (thirty) days after signing the second protocol for successful acceptance of the relevant period of phase Monitoring |
| We, <name of the issuing bank>, with our headquarters and registered office at <......>, have been notified that you, BULATSA, in your capacity as a CONTRACTING AUTHORITY, and <..................... company ................. address ........................... UIC>, in its capacity as a CONTRACTOR, are about to sign a Contract to award the implementation of a procurement with the above-mentioned subject.  In accordance with the terms and conditions of the contract the CONTRACTOR shall submit performance bank guarantee in your favour at amount representing 5% of the contract total value, as referred to above.  In connection with the foregoing, we undertake unconditionally and irrevocably, irrespective of the validity and effect of the above contract to pay each amount up to the amount of the guarantee upon receipt of your duly signed and stamped request for payment, declaring that the CONTRACTOR has failed to fulfil, partially or fully, its obligations under the contract. The payment shall be made immediately, without previous judicial or arbitral award, and regardless of the legal relationship between the CONTRACTING AUTHORITY and the CONTRACTOR.  Your written request for payment shall be submitted to us through the headquarters of your designated bank which shall confirm that your signatures are authentic and binding under the law. The request can also be submitted via a SWIFT message.  The bank guarantee is non-transferable and may be released before the expiry of its validity period only after the return of its original to <name of the issuing bank>. | |
| **DATE OF ISSUE:** | […] |
| **PLACE OF ISSUE:** | […] |
| **NAMES AND TITLES OF THE PERSONS AUTHORISED BY THE BANK** | […][…signature and stamp] |