

INSTRUCTIONS

TO

**THE PARTICIPANTS IN THE TENDER FOR COMPLETION OF WORKS FOR
PROJECT:**

**Major repair works of the covered parking lot of Terminal 2 at Sofia Airport, Block XIII and Block XIV and Engineering (design and built) with two separate positions for one permanent and three temporary open car parks
RLP XV, quarter 2, Sofia Airport Complex, Slatina region, Kremikovtsi district, Sofia Municipality**



ASSIGNOR: „SOF CONNECT“ AD

DESIGNER: ”EKA STUDIO“ EOOD

PROJECT MANAGER: “SAVANTEL BUL BULGARIA” EOOD

May 2022

TENDER DOCUMENTS
ON A TENDER FOR COMPLEX IMPLEMENTATION OF
PROJECT: Major repair works of the covered parking lot of Terminal 2 at Sofia
Airport, Block XIII and Block XIV and Engineering (design and built) with two
separate positions for one permanent and three temporary open parking lots,

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1. INTRODUCTION

On behalf of SOF CONNECT AD, hereinafter referred to as the "Assignor", here is an announcement of a tender for COMPLEX PERFORMANCE of the works under project: **Major repair works of the covered parking lot of Terminal 2 at Sofia Airport, Block XIII and Block XIV and Engineering (design and built) with two separate positions for one permanent and three temporary open car parks,**

(hereinafter referred to as: **Overhaul of the covered car park at Terminal 2 and engineering works for open car parks or "The project"**)

2. SUBJECT OF THE TENDER

Selection of a CONTRACTOR for complex implementation of the works for project: **Ovehaul of the covered parking lot of Terminal 2 at Sofia Airport, Block XIII and Block XIV and Engineering (design and built) with two separate positions for one permanent and three temporary open car parks,** and other works described in the tender documentation.

3. DESCRIPTION OF THE PROJECT

3.1. Sub-project "Overhaul covered parking lot"

The covered parking is on four floors and consists of two blocks (XIII and XIV of the block numbering of the terminal complex), separated by an expansion joint between axes R27 and R28 (according to the attached drawings). Block XIII (axes from R14 to R27) has a built-up area of about 3694 m², and block XIV (axes from R28 to R39) - with a built-up area of about 3150 m². The structures of both blocks are reinforced concrete.

The car park is located south-east of the main terminal building, completely outside its contours and below its main "level 0", with immediate external car access. Given the typical terrain irregularities in the levels, almost half of its facade is open which allows natural ventilation and lighting. Its floor numbering follows the general order of vertical numbering in the complex (a total of 8 levels of TM2); respectively - these are levels -4 and -3, and part of levels -2 and -1. On the last level are located part of the communications to the main terminal building (including the connection with the subway). Pedestrian communication from the four levels of the car park to level 0 of the terminal building is provided by elevators and a staircase. The horizontal connection from each park level to the elevators and stairs is through closed and heated corridors, located in the adjacent block XII of the airport complex. From each level of the covered car park there is access to two emergency stairs leading to level 0 or to the terrain level, as well as a direct exit to the outside next to the connection with the terminal building. The emergency stairs are outside the built-up area of the parking lot.

The total capacity of the parking lot for the four levels (according to the available designs) is 829 parking spaces, some of which are located in restricted areas (VIP, Rent-a-car, etc.), according to the schemes shown in the attached drawings. The parking places are distributed by levels as follows:

Level -1	207 parking places;
Level -2	207 parking places;
Level -3	208 parking places;
Level -4	207 parking places;
Total	829 parking places

After commissioning of the site, minor (insignificant) changes were made in small sections of it.

The covered parking lot has a particular architectural vision, formed by the appearance of all-concrete perimeter surfaces and is in conformity with the geometric shapes of the nearby buildings and facilities.

The construction and installation works are within the scope of the covered parking lot - blocks XIII and XIV of Terminal 2 at Sofia Airport - the internal volume of the parking lot at all levels. Due to established defects in the roof and facade areas of the parking lot and as a result of the implementation of the measures of the structural design to ensure the durability of the structure, the project covers also the above-mentioned sections.

As a result of long-term exploitation and lack of proper maintenance and repair, the building is in poor technical and aesthetic condition. The status is described in detail in the explanatory note in the section "Architecture".

The purpose of the overhaul is to remedy all defects and bring the parking garage in a condition that meets the requirements of the Assignor, as well as the valid legislation and norms in the Republic of Bulgaria and the EU.

3.2. Sub-project: Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots

For the needs of Terminal 2 of Sofia Airport, it is planned to gradually build four open parking lots in the southern part of a land plot with identifier 68134.709.19, falling within regulated land plot RLP XV, quarter 2, Sofia Airport Complex. Currently, the land is unused green area.

The intention of the Assignor is that the three of the proposed locations for open parking to be temporary (Plot 1, Plot 2 and Plot 3), and the fourth (Plot 4) to be for permanent use.

The tender assignment is divided into two separate positions as follows:

SEPARATE POSITION 1:

Sub-site "Temporary open parking - Plot 1", area 9 100 m², ~300 p.p.

Sub-site "Temporary open parking - Plot 2", area 13 600 m², ~500 p.p.

Sub-site "Temporary open parking - Plot 3", area 4 000 m², ~110 p.p.

SEPARATE POSITION 2:

Sub-site „Permanent open parking - Plot 4“, area 12 100 m², ~390 p.p.

In fulfillment of the assignment under this tender, a nominated Contractor shall perform design, construction and installation works and carry out author's supervision during the process of construction.

All engineering details for the open car parks are described in the technical specification for sub-project: **"Engineering (design and built) with two separate positions for one permanent and three temporary open car parks"**

4. WORKS TO BE EVALUATED

4.1. Sub-project "Overhaul of the covered parking lot":

- A.1. Architecture
- A.2. Structures
- A.3. Electrical installations
- A.4. Water supply and sewerage
- A.5. Structured cabling
- A.6. Fire extinguishing system
- A.7. Video monitoring system
- A.8. Airport technology
- A.9. Traffic Organization
- A.10 Geodesy
- A.11 Heating, ventilation and air conditioning
- A.12 Fire and emergency safety
- A.13 Waste management plan
- A.14 Design and estimates documentation
- A.15 Health& safety plan
- Part: Technical specifications for the separate parts of the design
- Part: Bills of quantities

4.2. Sub-project: "Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots"

1. Design
2. Construction-installation works
3. Geodesy
4. Architectural (security booth)
5. Structural (security booth)
6. HVAC (security booth)
7. Energy efficiency (security booth)
8. Roads, including:
9. Temporary organization of traffic
10. Permanent organization of traffic
11. Electrical
12. Water supply and sewerage
13. Waste management plan
14. Health and safety plan

15. Fire safety;
16. Landscaping and public works;
17. Design and BoQ documents
18. Author's supervision

5. DEGREE OF COMPLETION OF WORKS

Fully completed works according to:

5.1. Sub-project: Covered parking: attached working design and changes occurred during construction, suitable for immediate commissioning and use by the Assignor.

5.2. Sub-project: Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots: According to approved working design and the changes occurred during construction, suitable for immediate commissioning and use by the Assignor.

The Contractor's duties continue until the commissioning of the projects, issuance of Use Permit, acts and protocols, in accordance with the Spatial Development Act and Ordinance № 3 for drawing up acts and protocols during construction, including protocols for necessary measurements, trials and tests of installations and equipment for the project, handover protocol drawn up and signed by the Project Manager and the Assignor - which of the above occurred last and the liability obligations within the warranty period.

During the execution of the works, the Contractor undertakes and shall provide at his own expense:

- Lighting and security on site.
- Obtaining all permits in accordance with the requirements of the concession agreement for waste separation, permits for crossing and closing streets, etc. whenever needed.
- Necessary fences, signs, etc. in case of changes in the traffic organization considering that the parking lot will remain operational throughout the construction.
- At all times the cleanliness of the site and the surrounding area and shall ensure, if necessary, pre-washing of vehicle tires, washing of streets until the full implementation of all works assigned under the Contract, as well as before leaving the construction site.
- All measures for ensuring healthy and safe working conditions. The Contractor shall prepare and implement a detailed health and safety working plan.
- Temporary construction according to safety and health plan.
- Complete maintenance and additional works, if needed, for the necessary temporary facilities concerning power supply, water supply and drainage / sewerage of the construction site which will be used until the overall completion of construction works and commissioning of the site. Qualified technical manager of the team of the Contractor of the site.

5.3. Particular details on Sub-project "Covered parking lot":

5.3.1. Given the specifics of the site, as well as the Assignor's intent to create a construction organization on a phases in order to ensure continuous exploitation of the parking lot during construction, it is envisaged that a temporary traffic organization shall be established on the site for the period of the construction works. A scheme for closing of certain sections of the site in phases has been developed, with 7 stages for the period of construction. It starts with STAGE 1 which includes level L0 and block 13, levels B3 and B4 and the next stages envisage closing two levels of each block. For the normal functioning of the parking lot a temporary organization of traffic is required where the direction of movement along the ramps will be changed and the Contractor will put temporary signs, according to the approved working design. The temporary vertical marking and the phases of execution are duly shown in the design part Traffic Organization. Full coordination with the departments of SOF Connect and all other stakeholders such as Border Police; Customs Agency; State Agency for National Security, as well as all other institutions in accordance with the current legislation.

5.3.2. Full compliance with the established airport rules for access, traffic, etc.

5.3.3. The Assignor shall reserve the right to terminate the contract without notice for the first three months after signing the agreement, if the preferred option is not approved as per the applicable procedure "change during construction".

5.3.4. Sanctions/penalties - 10 thousand Euro/hour in case the Contractor hampers the airport operations and/or in case of penalties paid to passengers due to difficulties related to construction and other activities of the Contractor.

5.3.5 Sanctions/penalties for delays in the works after the target dates for the separate stages and for the completion of all works under the contract.

5.4. The participants fill in the BoQ attached to the tender documents, as follows:

Option 1: Design

(according to the approved design with obtained Building permit)

This is the main option for the tender.

Brief description:

- Demolition of the finishing surface to a depth of 50-70 mm and removal of concrete;
- Delivery and installation of additional connecting reinforcement;
- Anchoring of the additional reinforcement to the existing concrete;
- Pouring of 80 mm additional concrete (actual preservation of existing levels);
- Additional reinforcing metal structure under steel-concrete slabs;
- Construction activities for the establishment of a parking lot at level 0, as set out in the working design.

Under bottom line, the participants fill in the following on the marked positions:

Option 2: Modified Design

(according to an approved design with obtained Building Permit and additional change during construction)

Brief description:

- Demolition of the finish surface and concrete coating to a depth of 30 mm and removal of concrete;
- Delivery and installation of additional connecting reinforcement;
- Anchoring of the additional reinforcement to the existing concrete;
- Filling of 80 mm additional concrete (raising the levels by 50 mm)
- Optimization of the additional reinforcing metal structure under steel concrete slabs;

Under bottom line

As a demolition option, bidders are required to provide a price for demolition of structural concrete with high-pressure water (water-jet concrete demolition or other proposed to be approved)

5.5. Particular details on subproject: "Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots":

5.5.1. The Assignor reserves the right to terminate the contract with the future Contractor in case of impossibility to coordinate an investment project and obtain a Building permit. In this case, the Assignor will pay for the actual and quality activities performed by the Contractor so far.

5.5.2. Calculations for pavements of Plot 1, Plot 2 and Plot 3 car parks should be made for provision of gravel material.

6. QUALITY

The requirements are for a high standard of quality - corresponding to the quality according to the standards of the EU (European Union).

The works must meet the requirements specified in the Working and Technical Design, the requirements described in the tender documentation, the Technical Specification, quality requirements according to Annex 18 of the concession contract and the applicable regulations.

7. REQUIREMENTS FOR PARTICIPATION

Grounds for exclusion of Participants:

A person will not be considered eligible to participate in the tender and the Participant will be disqualified if:

- The Participant or any of its partners, directly or indirectly, originates from countries subject to sanctions imposed by the UN Security Council; or
- The participant or any of its partners, directly or indirectly, is stated on the List of the European Union of persons, groups and companies subject to financial sanctions by the EU;
- The Participant or any of its partners authorizes or allow to any of their employees, directors, authorized employees, related companies, agents or representatives to participate in any of the practices subject to sanctions by the

International Finance Corporation in connection with subcontracting in retail or any transaction provided for therein; or

- There are grounds for exclusion of the Participant according to Article 60 of the Concessions Act.

The right to participate in the tender have all Bulgarian and foreign natural or legal persons registered under the Commercial Law (CA) who after pre-selection by the Contracting Authority are invited and registered to participate in the tender and meet the following requirements:

- To be entered in the Central Professional Register of Builders for the execution of Ist category projects and to have received a certificate for completion.
- To have experience as a contractor on projects of similar nature, proven by submission of a detailed list of completed projects for the last five years.
- To submit documents for financial status for the previous two years, certifying the financial standing (copies of the company's balance sheet for the last two years - profits/losses, assets/liabilities, etc.).
- To have a valid insurance under Article 172, paragraph 1 of the Spatial Planning Act;
- At the request of the Assignor, the participants are obliged to submit additional information concerning their financial status and technical capabilities in connection with an offer submitted by them.
- The participants must agree and be convinced that the deadlines set of the contract and the quality of the work performed are essential for the Assignor and it is necessary to declare their intention and prove ability to comply with it with high quality and within the set time frame.
- The participants in the tender will not be awarded with the performance or if the performance is assigned, the Assignor has the right to terminate the contract partially or completely, without compensation and without notice and out of court, if the participant is found to have provided inaccurate or incorrect information in connection with the participation in the tender or any of the requirements and conditions for participation in the tender is not or had not been met.
- The participants must verify by submission of respective documents to the Assignor and the Project Manager that they meet the requirements for participation in the tender.
- To participate in the tender, a declaration is required from the bidder for compliance with the requirements.
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8. ASSIGNOR

"SOF CONNECT" AD

9. PROJECT MANAGER

The Assignor has appointed SAVANTELBUL BULGARIA EOOD as the Project Manager. All questions, comments and the like should be submitted only in writing to the Project Manager:

Contact persons:

Eng. Svetoslav Tashev – Project Director

Tel: +359 876 130 590

e-mail: s.tashev@savantelbul.com

with a copy to

Eng. Vladimir Nenkov - Project Manager

Tel: +359 899 252 353

e-mail: v.nenkov@savantelbul.com

10. CONTRACTOR

The Contractor is responsible for the planning and implementation of construction and installation works and storage of materials, machinery, equipment, etc. in order to ensure smooth works of its subcontractors and all other persons working on site.

The Contractor shall be liable as for its actions and/or omissions for the compliance by all its subcontractors and suppliers with the terms of the contract and regulatory requirements.

The Contractor shall:

- Coordinate and implement the operational management of the construction works.
- Take decisions regarding organization and monitor their implementation, updates the H&S plan and fulfill the obligations of a contractor as per Art. 16 of *Ordinance №2/04 on the minimum requirements for H&S during construction and installation works*. The Contractor bears full responsibility for the health and safety of the participants in the construction process, as well as for the protection of the environment and in case of non-compliance fines of BGN 200 will be imposed for each violation.
- Develop, coordinate and monitor the implementation of operational schedules.
- Provide operational management through its technical managers.
- Monitor the implementation of the construction in accordance with the approved construction documentation and in compliance with the requirements of Art. 169, para. 1, as well as the rules for execution of the

construction and installation works and the measures for protection of life and health of the people on the construction site;

- Monitor the implementation of construction and installation work with materials, elements, products, etc. in accordance with the essential requirements for construction;
- Prepare and store as-built documentation and the rest of the technical documentation for the construction site;
- Store and provide upon request by the control bodies of construction documents and the order book of the site.
- Prepare and submit to the Assignor on a monthly basis, by the 5th of the following month, a report on the progress of the project activities during the past month, incl. a time schedule implementation report.
- Report on the progress work meetings, incl. by showing the progress line in the time schedule at the end of the respective week and planned measures for compensation of incurred delays;
- Provide full coordination, coordination and permits from municipal and state bodies and services, and utility companies, necessary for the purposes of construction of this project;
- Provide coordination with all other contractors;
- Provide implementation technology;
- Prepare and coordinate with the Designer and the Assignor all the necessary details (including production and installation) for the successful implementation of the project;
- Pay all fees necessary for the implementation of the project and these will be reimbursed by the Assignor against duly prepared documents;
- Be responsible for concluding contracts with the relevant authorities for restoration of pavements and placing pavements, according to the implementation technology provided by him.

11. COMMUNICATION

All communication/correspondence related to the tender will take place between the bidder and the Project Manager. All correspondence will be in Bulgarian language.

The correspondence with the Assignor is carried out by e-mail or sent to the following address: Sofia, 1 Hristofor Kolumb Blvd., Sofia Airport - SOF Connect AD (contact person) or to the Project Manager SAVANTEL BUL BULGARIA EOOD.

All questions, comments, etc. must be submitted only in writing to the Assignor and to the Project Manager.

12. PRELIMINARY INSPECTION OF THE SITE AND ACQUAINTANCE WITH THE DOCUMENTS TO THE TENDER DOCUMENTATION

The participants are obliged to get acquainted beforehand in detail with the Working and Technical design and all documents to the tender documentation and to inspect the site.

The inspection shall be carried out in coordination with and in the presence of the Project Manager in accordance with the attached time schedule (see item 33).

The costs for getting acquainted with the Technical design, the rest of the documents and the participation in the and the inspection / s will be at the expense of the respective participant.

With the exception of the site visit and the documentation provided to them, including answers to questions, the participants must organize the collection of information they need to prepare the offer.

13. ACCURACY OF THE OFFER

Each bidder is obliged to review in detail the working design and all documents to the tender documentation, to inspect the site and to check the accuracy of the quantities in the Bill of quantities in order to submit an accurate offer.

In case a bidder misses or fails to review in detail the working design and all documents to the tender documentation and/or obtain reliable information about the construction when inspecting the site or elsewhere, this does not release the bidder whose offer has been accepted to fulfill its obligations under the contract.

No request will be accepted to change the deadline, unit prices, quantities and/or respectively the price of the offer, based on an argument for a lack of proper and precise information, etc.

14. COSTS OF PARTICIPATION IN THE PROCEDURE

Participation in the tender is voluntary and at the expense of the participant. All costs for the preparation and submission of an offer will be borne by the tenderer and the Assignor will not be liable for costs and damages that may be incurred by the tenderer in connection with his participation in the tender.

15. CONTENTS OF THE TENDER DOCUMENTATION

Electronic copy of the documentation:

- Instruction to the participants in the tender for complex implementation
- Technical specification

- Technical specification for sub-project: **“Covered parking”**
- Technical specification for the sub-project **"Engineering (design and built) with two separate positions for one permanent and three temporary open car parks:**

- BoQs for all parts – file .xls and file .pdf;
 - Working design for sub-project Covered parking
 - Building permit for sub-project: Covered parking
 - Site plan open car parks – feasibility study
- Draft Contract (to be submitted by SOF CONNECT to the shortlisted participants which are to be contacted for final negotiations)

16. DEVELOPMENT OF THE PROPOSAL

The proposal is developed by each bidder as a result of its thorough preliminary checks, assessments and calculations in accordance with the tender documentation.

17. COMPLETENESS AND ACCURACY

The participant is responsible for verifying that he has received the complete documentation. No objections will be accepted that the participant has not been able to obtain any documents and / or information.

18. ERRORS, OMISSIONS AND AMBIGUITIES

If a tenderer finds a discrepancy in the documentation or if the meaning of a text seems unclear to him, he may request in writing from the Project Manager an interpretation or clarification.

Responses will be sent in writing only in the form of clarifications or additions and the Project Manager will not be bound by any oral or written explanations or interpretations made by any of his employees or representatives outside the context of the relevant addition. The project manager will send answers to the questions and clarifications to all participants.

19. CONFIDENTIALITY OF THE TENDER DOCUMENTATION

Each of the bidders is obliged to treat the information provided in the tender documentation as personal and confidential and has no right to distribute it to a third

party, unless this is necessary in cases where the bidder wants a third party to prepare and submit a proposal for part of the work.

The documentation or parts thereof may not be used for any other work or for any purpose other than the activities described therein.

20. TECHNICAL INFORMATION

Additional technical information and data submitted by the Project Manager may subsequently be provided in the form of “Information for tenderers” at the request of a tenderer and shall be considered an integral part of the tender documentation.

Questions from the participants are accepted in accordance with the time schedule.

The answers will be provided to the participants in compliance with the time schedule.

Participants will be solely responsible for any use, interpretation or conclusion made by them in connection with the conditions on site or the information received.

The tenderer must research and secure sources of supply, availability, means of obtaining and transporting all materials, resources, fuels, energy, labor, etc., necessary for or in connection with the performance of the work assigned to the contractor.

21. TIME SCHEDULE

The participant must submit a time schedule for implementation, including all major activities by sub-projects, start and end dates, etc., divided by sub-sites.

The time schedule must cover all target dates/milestones for completion of the separate stages (to be fixed for the different phases of work for all subprojects, including design and approval for the sub-project Engineering open parking lots. Based on the developed detailed construction schedule the participant must submit an overall schedule for milestones the number of which must not be less than the payment stages Failure to meet a date for a milestone will be grounds for imposing financial penalties.

The above deadlines are indicative and will be finally agreed between the parties in the Annex - Schedule, an integral part of the Agreement.

The submitted time schedule does not release the participant, provided that he is selected as a contractor, after the completion of the tender and the approval of the Project Manager, to develop an update of the time schedule in case the Assignor explicitly requests it.

The time schedule attached to the tender dossier can be confirmed or finalized without extending the deadline.

The schedule must be developed in Microsoft Project file format.

Based on the construction schedule, the participant develops and provides as part of its proposal a financial schedule, which includes completed stages that will be paid.

22. PREPARATION OF THE OFFER

The project shall be performed at a "fixed contract value".

The BoQs have been prepared by the Designer on the basis of careful calculation, but each participant (bidder) needs to make control estimates and measurements.

Based on the BoQ prepared by the Designer, the Participant must prepare a Bill of quantity/Estimate for all works subject to assignment, in the form of the submitted BoQ.

A unit price must be filled in for each item of the BoQ. Items for which no price has been entered will be considered included in other unit prices. All undescribed but necessary operations, materials and equipment are considered calculated in the value of the Contractor's remuneration.

The Contractor shall present in a separate estimate on the pricing parameters as follows:

- Hourly rate
- Additional labor costs
- Additional costs for equipment
- Delivery and storage costs
- Profit

For each item, which contains material for finishing works, machines, equipment, etc. is recorded in a separate column "Manufacturer, Brand, Model, Description and Warranty Period, as well as in a separate column:" Incl. Value of materials (BGN) - maximum value of the pledged material without VAT. (It is assumed that delivery and storage costs, labor and other charges are included in the rest of the unit price of the item). Attention is drawn to the fact that all materials are subject to approval (in the form proposed by the Project Manager) by the Contracting Authority, Designer, Supervisor and Project Manager before their use in the site. Unauthorized materials cannot be stored and / or used at the site.

For each item, which contains material for finishing works, machines, equipment, etc. shall stated in a separate column "Manufacturer, Brand, Model, Description and Warranty Period, **as well as in a separate column:**" Incl. Value of materials (BGN) - maximum value of the provided material without VAT. (It is assumed that delivery and storage costs, labor and other charges are included in the rest of the unit price of the item). Attention is drawn to the fact that all materials are subject to approval (in the form proposed by the Project Manager) by the Assignor, Designer, Supervisor and Project Manager before their use on site. Materials which are not approved cannot be stored and/or used for the project.

The additional quantities calculated by the participant (if any) must be valued and added at the end of the relevant sections of the BoQ.

After a detailed examination of the design and the situation on site, the participant shall state in the respective positions by types of works fixed amounts for replacement of damaged elements during dismantling and re-installation of existing equipment.

The provisional amounts (PA) will be spent only at the request and with the explicit written approval of the Assignor for each position.

After checking the BoQ, the participant has the right to increase or reduce the specified quantities in the proposed BoQ and their values by adding separate lines under the respective accounts by type of works. The recapitulation of these items should be separate from that of the BoQ submitted by the Assignor.

The BoQ will be considered together with the working design, the Instruction for participation in the tender, the Technical Specifications, the Detailed Construction Schedule, the Schedule of Milestones, the Price offer, the Financial schedule, the current legislation and all other documents related to the Project implementation. .

The Contractor is responsible to make his sub-contractors fully aware of the BoQ.

The unit price for each item must include the values of all components so that the Technical Specifications, the Working Design, the Instruction for overall project implementation and the Contract are fully complied with.

Unit prices include all necessary implementation costs, regardless of their nature, including but not limited to: the necessary mechanical equipment - mobile and installed, labor, manual and mechanical tools, supporting and working scaffolding and platforms, on-site transport, materials, chemical products, if necessary, overheads, profit, quality control costs, management costs, documentation costs, regulatory documents and current documentation, samples and laboratory measurements and tests, loading and unloading, necessary costs for site organization, heating of premises for its own needs, additional operations, transport, storage, temporary installation, fees for the use of urban landfills and depot stations, devices and/or mobile or fixed mechanical equipment for vertical or horizontal transportation, corrosion protection before painting of metal elements and etc.; the performance of all services that may be required for the proper performance, completion and warranty maintenance of the works, including insurance, profit and all risks, full liability in accordance with the requirements of the contract and assuming all obligations and responsibilities defined here and no payments may be made to the contractor other than those expressly agreed under the contract.

The contractor must be sure that the agreed amount fixed after summing up of the costs accurately expresses the full and final value of the works. No objections or claims of misinterpretation or misrepresentation shall be accepted under any circumstances, unless the tenderer has notified the Assignor during the tender procedure, by means of a separate letter attached to the offer.

Claims for additional payment caused by error or misunderstanding by the Contractor will not be accepted. If the Contractor has not valued or included in the amount of his remuneration under the contract works or materials, the performance of which, respectively, the use of materials, is necessary for the proper implementation of the project, the Contractor is obliged to perform the work and provide the materials at his own expense without exceeding the remuneration agreed under the contract.

In case of doubt or ambiguity regarding the meaning of any part of the tender documentation, the tenderer may request clarification on this position from the Project Manager before submitting the offer. No claims for additional payments arising from doubts or ambiguities will be accepted after the submission of the proposal.

The Assignor has the right to assign or cancel types of construction-installation works.

The Assignor reserves the right to determine and/or select materials, equipment, etc., and the evaluation of changes is done in the manner specified in the Instruction.

The Assignor reserves the right to nominate contractors or suppliers of materials. In this case, the nominated contractor becomes a subcontractor of the main contractor, and the latter undertakes to coordinate its works on site, as well as provide logistics and all kinds of support, charging 5% of the cost of construction works of the nominated subcontractor.

The BoQ shall be provided in a .xls file and on paper, observing the format and order of the tender documentation.

No changes (quantities, names and order) are allowed in the BoQ.

All additions at the Participant's discretion are recorded under bottom line!

BoQs that do not meet the above requirements will not be considered and the bidder will be disqualified from the tender procedure.

The tenderer may propose a method of payment, including interim payments and final payment due after proper and full performance of all obligations of the Contractor and acceptance by the Assignor.

The Contractor's proposal for concluding the Contract and the Financial schedule - Attachment № 6 should indicate precisely and unambiguously after the full completion and acceptance at which stage of the works (types of works) under the Contract an interim payment will be due. Items in the Financial schedule that are not 100% executed will not be subject to interim payment.

The Contractor must provide an irrevocable bank guarantee for the performance of the Contract in the amount of 5% of the value of the Contract.

From each interim payment, the Assignor will deduct 5% of the amount as a guarantee of good performance during construction. (The amount of 5% withheld may be replaced by an irrevocable bank guarantee).

The amount of 5% withheld for good performance is retained until issuance of Act form 15, after which it shall be reimbursed.

In order to secure the warranty obligations, the Bank Performance Guarantee shall be transformed into a Warranty for the Liability Period, which shall be released after the expiration of the 10-years warranty period.

Each payment by the Assignor shall be made upon presentation by the Contractor of the relevant documents proving the proper performance of the Contractor's obligations and acceptance by the Assignor.

The BoQ attached to the offer shall be submitted as a paper copy to the tender documents and shall be signed (each sheet) by the person representing the participant according to his commercial registration.

The offer of the tenderer must contain the full address of management of the participant, the date and signature of the person (persons) representing the participant or his / her representative(s) duly authorized with a notarized power of attorney. A seal must also be affixed.

No changes, additions or deletions are allowed on the printed text of the proposal. In case additional insertion or deletion of information is necessary in order to correct mistakes made by the participant, these deletions or inclusions must be certified by the signature of the person signing the proposal.

The participant must fill in all unit prices in Bulgarian leva without VAT.

The Contractor will submit together with the offer and other documents required in the Instruction and:

TECHNOLOGY AND ORGANIZATION OF CONSTRUCTION-INSTALLATION WORKS

including a description of the general approach and methodology for the implementation of construction-installation works, organization and work plan, proposed technological sequence of activities and construction processes that must correspond to this reflected linear calendar schedule, quality assurance measures, management, organization and interaction between the individual teams/departments in the process of construction, possible risks in the implementation of the contract and prevention measures, actions for environmental protection, intention to employ subcontractors for certain types of works. Brief summary on a potential sub-contractor and its ability to perform the activities to be contracted.

The Contractor shall provide the necessary working conditions for all its site staff and subcontractors.

The Contractor shall deliver and install an appropriate information board agreed with the relevant regulatory authorities stating:

- title of the project;
- client's name;
- name of Independent Supervision
- name of the Project Manager;
- name of the Contractor;
- name of main Subcontractors, at the discretion of the PM

Other information signs with names of Contractors/Subcontractors or billboards are not allowed.

After the start of the works, the Contractor will insure all works, persons and installations against damages, losses or injuries in accordance with the terms of the Contract, as well as insurance "All risks", which he should maintain during construction until signing Act Form 16 and issuance of a Use permit.

23. DOCUMENTS FOR PARTICIPATION IN THE TENDER

Refer to point 36

24. COMPLETENESS OF THE OFFER

The tenderer must make a proposal for full implementation of the works included in this tender. Some of the works may be performed by subcontractors employed by the main Contractor, if approved by the Assignor. The bidder must specify the subcontractors and attach a declaration of commitment from each of them.

25. COMPLIANCE WITH THE INSTRUCTIONS

A proposal that is not prepared and submitted in accordance with these instructions will not be considered

26. VALIDITY OF THE OFFER

The offer will remain open for acceptance by the Assignor for 120 /one hundred and twenty/ calendar days from the date of its submission.

The Project Manager may request the consent of the participant to extend the period of validity of the offer.

27. SUBMISSION OF THE OFFER

The documents must be legibly filled in and have the date, signature and seal of the participant.

The offers shall be submitted in 2 copies (Original and Copy) on electronic media and paper, signed with a pen by the candidate's representative or his authorized representative, in sealed opaque envelopes, united in another opaque envelope, personally by the bidder or his authorized representative. The reference number, date and time of receipt are noted by the recipient, the data are recorded in the respective register and a document is issued.

The deadline for submission of the offers is 14.00h. in accordance with the tender time schedule (see item 33), in the office of the Assignor, Sofia, No.1, Christopher Columbus Blvd., Sofia Airport - SOF Connect AD (contact person).

Offers received after the specified date and time will not be considered.

A comprehensive list of the attached documents shall be prepared and submitted, indicating the number of pages of the document.

The proposal with the name of the Participant should be addressed as follows:

Proposal to SOF Connect AD

***For participation in the tender for COMPLEX IMPLEMENTATION of
PROJECT: "Major repair of the covered parking lot at Terminal 2"***

28. CLARIFICATIONS ON THE OFFERS

In order to assist in the checking, evaluation and comparison of proposals, the Project Manager and the Assignor may request additional clarifications from the participants. All answers to the clarification questions must be given in writing and no changes in the prices and content of the proposals must be offered or allowed.

29. CONFIDENTIALITY OF THE PROCEDURES

No information concerning the review, clarification and evaluation of proposals or recommendations related to the award of works shall be distributed in any form prior to the announcement of the nominated tenderer.

30. REVIEW OF THE OFFERS, PRIORITIES

The Project Manager and the Assignor shall check the offers and assess whether they are comprehensive, whether the necessary guarantees have been presented, whether the documents have been signed correctly and the general compliance of the offers.

If there is any discrepancy between wording and numbers, the statement which is more advantageous for the Assignor remains valid.

Prior to a detailed evaluation, the Project Manager determines the compliance of each proposal with the tender documents.

In case of discrepancy in the text of the separate documents, the text of the document with higher priority shall be considered authoritative, namely:

- a. The Contractual Agreement,
- b. All agreements reached during the negotiations, including those amending the tender documents.
- c. The requirements of the Assignor,
- d. Annex 18 of the Concession Agreement
- e. Instruction to the participants in the tender for overall implementation of project: Major repair of the covered parking lot of Terminal 2 at Sofia Airport, Block XIII and Block XIV and Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots and Technical specifications
- f. Project documentation including a register of drawings
- g. Revised Letter-Offer dated and all attachments thereto;
- h. The offer and the Attachments to it

31. EVALUATION AND COMPARISON OF OFFERS

The offers of the participants will be evaluated by a commission appointed by the Assignor.

The evaluation and analysis of the tender includes all eligible proposals. The evaluation of each offer will be based on compliance with the tender documentation, the proposed total value, proven technical and other capacity of the bidder, proposed organization, time schedule, target dates and payment terms. The enumeration of the evaluation criteria is not exhaustive and is not binding for the Assignor. The Assignor

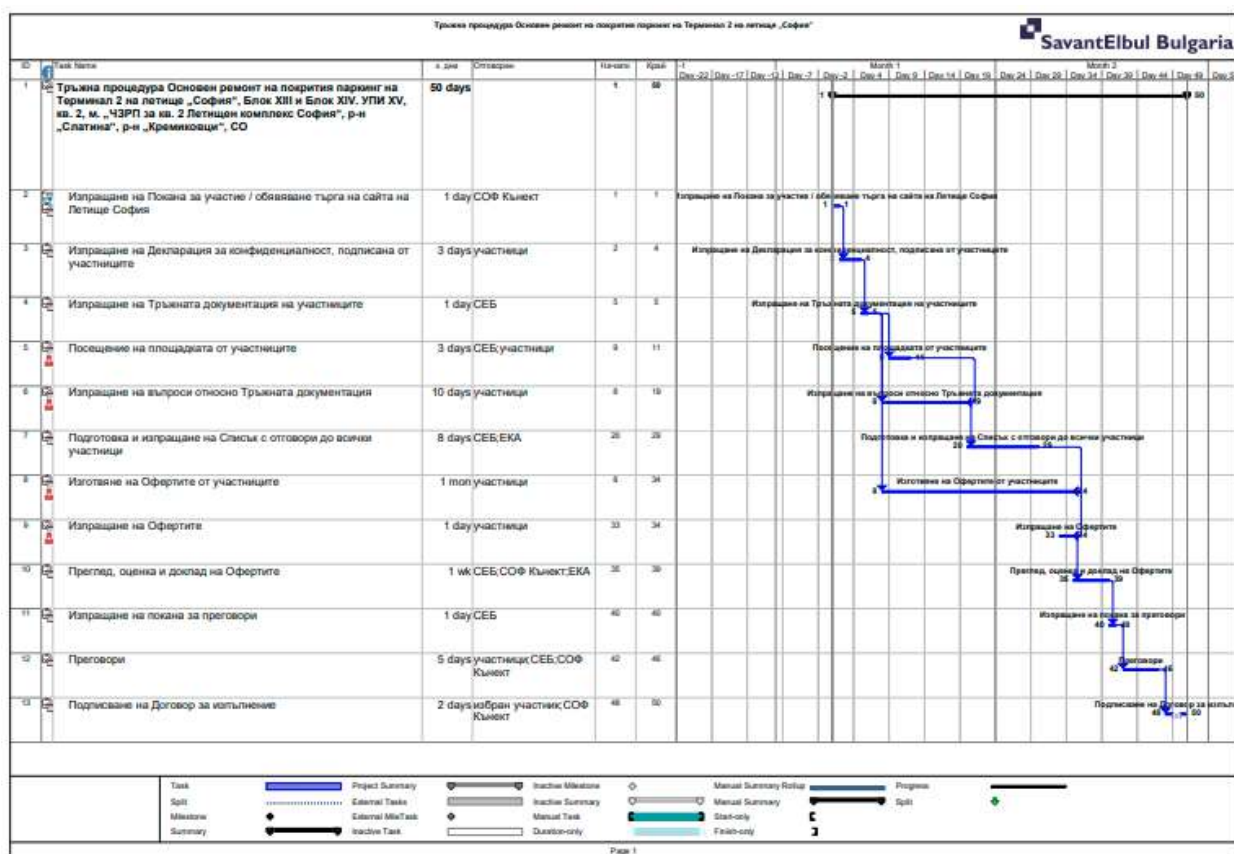
has the right to approve any of the proposals without the need to indicate the criteria on the basis of which it has made its choice.

The Assignor reserves the right to assign the performance of the works as proposed in the offer by cancelling/adding and/or reducing/increasing certain types of works. The contract price shall be amended with the value of the changed works.

32. REJECTION OF OFFERS

The Assignor has the right to accept or reject any proposal and to cancel the tender without thus bearing property or non-property liability. The Contracting Authority reserves the right to change the terms of the tender procedure at any time and at its discretion, even after notifying the participants or to launch a new tender. This instruction, nor any document from the tender documentation, is not and cannot be accepted as a proposal by the Assignor for concluding a contract, for conducting a binding tender for the Assignor, etc. The Assignor is not obliged to accept any of the offers. The Assignor shall not owe any compensation to the candidates whose proposals have been accepted, nor in cases where it decides not to conclude a contract, nor to the candidates whose proposals have not been accepted.

33. PRELIMINARY TERMS



34. REQUIREMENTS OF THE ASSIGNOR

In order to avoid any misunderstandings, the Requirements of the Assignor are of high priority in accordance with the priority of the tender documents (refer to item 30, paragraph 4 above).

The requirements of the Assignor include, but are not limited to the following:

1. Additional works according to the requirements of the Assignor mentioned in the BoQ which includes types of works not included in the initial BoQ to the Project for major repairs of the covered parking lot of Terminal 2 at Sofia Airport, Block XIII and Block XIV and Engineering (design and built) with two separate positions for one permanent and three temporary open parking lots.

2. All requirements below are included in different points of the Instruction to the tenderers, including:

2.1. The Contractor's commitments

The Contractor's commitments continue until the commissioning of the site, obtaining of a Use Permit, acts and protocols, according to the Spatial Development Act and Ordinance № 3 for drawing up acts and protocols during construction, including protocols for necessary measurements, trials and tests of installations and equipment for the project, handover protocol drawn up and signed by the Project Manager and the Assignor - which of the above occurred last and the commitments within the warranty period.

2.2. Obligations of the Contractor during the construction

During the execution of the works, the Contractor undertakes and shall provide at his own expense:

- Lighting and security on site.
- Obtaining all permits in accordance with the requirements of the concession agreement for waste separation, permits for crossing and closing streets, etc. whenever needed.
- Necessary fences, signs, etc. in case of changes in the traffic organization considering that the parking lot will remain operational throughout the construction.
- At all times the cleanliness of the site and the surrounding area and shall ensure, if necessary, pre-washing of vehicle tires, washing of streets until the full implementation of all works assigned under the Contract, as well as before leaving the construction site.
- All measures for ensuring healthy and safe working conditions. The Contractor shall prepare and implement a detailed health and safety working plan.
- Temporary construction according to safety and health plan.
- Complete maintenance and additional works, if needed, for the necessary temporary facilities concerning power supply, water supply and drainage /

sewerage of the construction site which will be used until the overall completion of construction works and commissioning of the site. Qualified technical manager of the team of the Contractor of the site.

2.3. Временна организация на движение

A temporary organization of traffic shall be required for the proper exploitation of the parking lot where the direction of movement along the ramps will be changed and the Contractor will put temporary signs, according to the approved working design.

2.4. Coordination with SOF Connect and other parties

The Contractor shall establish overall coordination with the departments of SOF Connect and all other stakeholders such as Border Police; Customs Agency; State Agency for National Security, as well as all other institutions in accordance with the valid legislation.

2.5. Rules for access

The Contractor shall comply with the established airport rules for access, traffic, etc.

2.6. Termination of the contract

The Assignor shall reserve the right to terminate the contract without notice for the first three months after signing the contract, if the chosen option is not agreed under the applicable procedure "change during construction".

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2.7. Sanctions/penalties

Sanctions/penalties - 10 thousand Euro/hour in case the Contractor hampers the airport operations and/or in case of penalties paid to passengers due to difficulties related to construction and other activities of the Contractor.

Sanctions/penalties for delays in the works after the target dates for the separate stages and for the completion of all works under the contract.

2.8. Quality

The requirements are for a high standard of quality - corresponding to the quality according to the standards of the EU (European Union).

The works must meet the requirements specified in the Working and Technical Design, the requirements described in the tender documentation, the Technical Specification, quality requirements according to Annex 18 of the Concession agreement and the applicable regulations.

2.9. Insurance

•The Contractor must have a valid insurance under Article 172, paragraph 1 of the Spatial Planning Act. After start of works, the Contractor will insure all works, persons and installations against damages, losses or injuries in accordance with the terms of the Contract, as well as insurance "All risks", which he should maintain during construction until signing Act Form 16 and issuance of a Use permit.

2.10. Planning and progress of the construction-installation works

The Contractor is responsible for the planning and implementation of construction-installation works and storage of materials, machinery, equipment, etc. in order to ensure smooth works of its subcontractors and all other persons working on site.

The Contractor shall develop, coordinate and monitor the implementation of the operational time schedules.

The Contractor shall report on the progress of works at regular weekly meetings, incl. by showing the progress line in the time schedule at the end of the respective week and planned measures for compensation of any incurred delays;

2.11. As-built documentation

The contractor prepares and stores the as-built documentation and the rest of the technical documentation for the construction works.

2.12. Preparation and coordination of details

The Contractor shall prepare and coordinate with the Designer and the Assignor all the necessary details (including production and installation) for the successful implementation of the project.

2.13. Payment of fees

The Contractor shall pay all fees necessary for the implementation of the project, and they will be reimbursed by the Assignor against duly prepared documents.

2.14. Approval of materials

All materials are subject to approval (in the form proposed by the Project Manager) by the Assignor, Designer, Supervisor and Project Manager before their use on site. Materials which are not approved may not be stored and/or used on the site.

2.15. Assignment and cancellation of construction-installation works

The Assignor has the right to assign or remove types of construction-installation works.

2.16. Approved materials, equipment, etc.

The Assignor reserves the right to select materials, equipment, etc., and the evaluation of changes shall be done as stated in the Instruction.

2.17. Nominated contractor

The Assignor reserves the right to nominate contractors of construction-installation works or suppliers of materials. In this case, the nominated contractor becomes a subcontractor of the main contractor, and the latter undertakes to coordinate the works on site, as well as to provide logistics and other kind of support, charging 5% on the construction works of the nominated subcontractor.

2.18. Guarantees

The Contractor must provide an irrevocable bank guarantee for the performance of the Contract in the amount of 5% of the value of the Contract.

From each interim payment, the Contracting Authority will deduct 5% of the amount as a guarantee of good performance during construction. (The 5% withheld may be replaced by an irrevocable bank guarantee).

The 5% withheld for good performance is retained until issuance of Act Form 15, after which it shall be reimbursed.

To guarantee the warranty obligations, the bank Performance Guarantee shall be transformed into a Warranty for the Liability period which shall be released after the expiration of the 10-years warranty period.

2.19. Validity of the offer

The offer shall remain open for acceptance by the Assignor for 120 /one hundred and twenty/ calendar days from the date of its submission. The Project Manager may request the consent of the bidder to extend the validity period of the proposal.

35. APPLICABLE LAW

Bulgarian law, legislation and regulations shall apply to the tender.

36. ATTACHMENTS AND FORMS

1	Form № 1	Presentation of the participant - according to a sample form
		Information / Document certifying legal status
		For participants in joint ventures/consortia - Original or notarized copy of the agreement for the establishment of the joint venture/consortium
		Notarized power of attorney of the person authorized to represent the participant in this procedure. This document is presented when the person representing the participant is not the legal representative of the participant, according to the official registration documents of the participant.
2	Form № 2	Declaration of eligibility (original) - according to a sample form
3	Form № 3	Declaration for certifying the absence of circumstances under Art. 60 of the Concessions Act (original) - according to a sample form /presented by the participant and when the participant is an association - by each of the members in the association/
4	Form № 4	Declaration for inspection of the construction site - according to a sample form
5	Form № 5	Declaration of non-participation in another association - according to a sample form
6	Form № 6	Declaration of compliance with the Spatial Development Act - according to a sample form
7	Form № 7	Declaration of working conditions - according to a sample form
8		Annual financial statement or part of it when their publication is required by the legislation of the country in which the participant is

		established for 2021, 2020 and 2019.
9	Form № 8	Declaration for participation of a subcontractor - according to a sample form
10	Form № 9	Declaration of consent to participate as a subcontractor - according to a sample form
11	Form № 10	List of construction projects executed during the last 5 /five/ years, as of the date of submission of the offer which are identical or similar to the subject of the contract with indication of the values, dates, type of construction and the assignors - according to a sample form
13	Form № 11	Declaration for equipment
14	Form № 12	Declaration-list for the team of technical persons /technical managers and executives/ responsible for the implementation of the contract - according to a sample form
15		List of technical equipment – free text format
16		Certificate for implementation of a system, according to BDS EN ISO 9001: 2015 - "Quality management system" or equivalent, with scope of engineering and / or construction - if any
17		Certificate for implementation of a system according to BDS EN ISO 14001: 2015 - "Environmental Management System" or equivalent, with scope of engineering and/or construction - if any.
18		Certificates of membership in the Bulgarian Construction Chamber
19	Form № 13	Technical proposal for implementation of the project
20		Technology and organization of construction-installation works, an integral part of the Technical proposal of the participant
21		Risk management, an integral part of the Participant's technical proposal
22		Linear calendar schedule for the execution of the assignment, an integral part of the Technical proposal of the participant
23		Financial schedule - an integral part of the Technical proposal of the participant
24	Form № 14	Price proposal for implementation of the project
25		Bill of quantities for the execution of the assignment
26	Form № 15	Facilities for the Project manager and the Independent supervisor
27		Requirements of the Assignor