



MINISTRY OF ECONOMY, ENERGY AND TOURISM

**BENEFICIARY UNDER OPERATIONAL PROGRAMME "REGIONAL DEVELOPMENT"
(2007-2013) FRAME AGREEMENT**

**TRAYCHO TRAYKOV
MINISTER OF ECONOMY, ENERGY AND TOURISM**

**CONTRACTOR under the sense of art.7, p.1 of Public procurement Act under projects
to the Managing Authority of Operational programme "Regional development"
(2007-2013)**

DOCUMENTATION

FOR

PARTICIPATION IN A PUBLIC PROCUREMENT OPEN PROCEDURE WITH SUBJECT:

**"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", under
Project: BG161PO001/3.3-01/2008/001-08**

**Implemented with the financial support of Operational programme "Regional
development" 2007-2013, co-financed by the European Union through the European
fund for regional development**

APPROVED BY DECISION №: ПД-16-124/09.02.2012
SOFIA 2012



GUIDELINES

TO THE TENDERERS

**ABOUT THE ORDER AND CONDITIONS FOR PARTICIPATION IN A PUBLIC
PROCUREMENT OPEN PROCEDURE WITH SUBJECT:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT",**

The present documentation has been elaborated within the Medium-term frame investment programme which is being implemented with the financial support of Operational programme "Regional development" 2007-2013, co-financed by the European Union through the European fund for regional development. The entire responsibility for the content of the present documentation lies on the beneficiary – Ministry of economy, energy and tourism, and it cannot, under any circumstances, be considered that the same expresses the official statement of the European Union and the Managing Authority.



Dear tenderers,

Ministry of economy, energy and tourism (MEET), with address 1052 Sofia, 8 "Slavyanska" Str., central fax: 02/987 21 90, which implements the state government of tourism in Republic of Bulgaria and in its capacity of Contracting authority under the sense of art. 7, p. 1 of the Public procurement act, addresses invitation to all interested parties to participate in an open procedure for public procurement award with subject: "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", for the implementation of a project №: BG161PO001/3.3-01/2008/001-08.

Project №: BG161PO001/3.3-01/2008/001-08 is approved and is in process of implementation by MEET in its capacity of specific beneficiary in terms of Framework agreement under Operational programme "Regional development" 2007-2013, priority axis 3: "Sustainable tourism development", operation 3.3.: "National tourist marketing", scheme: BG161PO001/3.3-01/2 "Support for efficient national marketing of the tourist product and information service improvement".

The present documentation will help you get familiar with the conditions and will help you prepare your offers for participation in this procedure under the rules of the Public procurement act (PPA).

The documentation can be obtained free of charge from the registry of the Ministry of economy, energy and tourism, 8 "Slavyanska" Str., every workday till **5.00 p.m. within 10 days before the offer submission deadline.**

Pursuant to Art. 64, para. 3 of PPA from the date of publication of tender notice, all interested parties are provided with full electronic access to tender documentation at: www.mee.government.bg, under "Announcements"

All tenderers in the procedure have to get familiar with and consider carefully all instructions, templates, conditions and requirement mentioned in the Documentation.

Up to 10 days before the deadline for offer submission, each tenderer may ask in written form for clarifications on the tenderer documentation from the Contracting authority. The Contracting authority is obliged to answer in a period of four days from the date the request has been received. The Contracting authority sends the clarifications to all who have received documentation at the same time, and to all who have written contact address, without mentioning in its answer who has made the request. The clarifications of the Contracting authority will be published in due time on the internet address of the Ministry: www.mee.government.bg, column "Announcements".



The offers of the tenderers will be accepted in the registry of the Ministry of economy, energy and tourism, address: 1052 Sofia, 8 "Slavyanska" Str., until 5.30 p.m. on 05.03.2012 including.

The offers will be reviewed, evaluated and classified by the evaluation committee which will start its work on 06.03.2012 at 11:00 o'clock a.m., at the administrative building of MEET, 1052 Sofia, 8 "Slavyanska" Str., conference hall.

The date, hour and place of the offer's opening will be announced on the internet website of the Ministry www.mee.government.bg, column "Announcements".

Each tenderer will be notified in written about the results from the evaluation of the offers.

Additional information and questions can be addressed to Mrs. Anelia Genova, project manager of Project №: BG161PO001/3.3-01/2008/001-08 "Development of a strategy for brand "Bulgaria" and introduction of an integrated and consistent Brand Management", telephone number 02/9407035, e-mail: an.genova@mee.government.bg .



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I. CONTRACTING AUTHORITY DECISION FOR OPENING OF A PUBLIC PROCEDURE



II. PUBLIC PROCUREMENT NOTICE



III. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN THE OPEN PUBLIC PROCUREMENT PROCEDURE

A. REQUIREMENTS TO TENDERERS

I. In the procedure for public procurement award both Bulgarian and foreign physical persons or legal entities, including associations of such persons and/or entities if they meet the requirements laid down in the Public procurement act and the requirements of the Contracting authority in the present documentation and in the Public Procurement Notice may participate as tenderers.

II. A person with any one of the following circumstances cannot participate in the open procedure:

- a) The Tenderer should not be convicted with absolute verdict except in case he/she was discharged for offense against the financial, tax or insurance system, including money laundering, under the provisions of Article 253 – 260 of the Penalty Code; For bribe under the provisions of Article 301 – 307 of the Penalty Code; For participation in organized criminal group under the provisions of Article 321 and 321a of the Penalty Code; For property tort under the provisions of Article 194 – 217 of the Penalty Code; For crime against the economy under the provisions of Article 219 – 252 of the Penalty Code unless they have been rehabilitated.
- b) The Tenderer should not have been declared of bankrupt.
- c) The Tenderer should not be in position of liquidation procedure or similar one according to the provisions of the national legislation and sub-legislative acts.
- d) There shouldn't be circumstances in which the tenderer is in relation with persons referred to in Article 47, paragraph 4 of the PPA are related parties under § 1, item 1 of the additional provision of Law on Prevention and conflict of interest with the Contracting authority or its employees on leading positions in its organization or shouldn't have signed a contract with a person under Article 21 or 22 of the Law on prevention and conflict of interests.
- e) The tenderer must not be in an open procedure of bankruptcy or he must not have signed agreement with his creditors in the sense of art. 740 from the Commercial law. In case the tenderer is a foreign person – the person must not be in similar procedure in accordance with the national laws and legal acts including when the activity is under court regulation or the tenderer has terminated his activity.
- f) The tenderer must not be denied the right to exercise certain profession or activity which is directly related to the present public procurement in compliance with the legislation of the country where the violation is made.
- g) The tenderer must not have any monetary obligations to the state or municipality in the sense of art. 162, par. 2 from the Tax-insurance process code, established with empowered legal act of competent body, unless extension or reprieve of obligations is permitted, or these are monetary obligations related to taxes of social insurance or taxes in compliance with the legal norms of the country where the tenderer is established.
- h) The tenderer must not have administrative penalty for having hired illegal foreigners for the last 5 years.



*** *The requirements under points a), d) and f) concerns persons who represent the tenderer in compliance with art. 47, par. 4 from PPA.*

In case the tenderer is a legal entity the requirements under points a), d) and f) are applicable for persons laid down in art. 47, par. 4 from PPA as follows:

- 1) *In partnership company* – for persons under art. 84, par. 1 and art. 89, par. 1 from Commercial Act;
- 2) *In commandant company* – for persons under art. 105 from Commercial Act with no shareholders who are with limited responsibility;
- 3) *In Ltd* – for persons under art. 141, par. 2 from Commercial act; *In one-man company Ltd.* – for persons under art. 147, par.1 from Commercial act.;
- 4) *In Jsc* – for person empowered under art. 235, par. 2 from CA and if there is no empowerment – for persons under art. 235, par.1 from CA.
- 5) *In commandant company with shares* –for persons under art. 244, par.4 from CA.
- 6) *In all other cases including for foreign physical persons* – for the person who represent the tenderer
- 7) In cases under p. 1 – 6 – and for procurators if there are any; where foreign physical person has more than one procurator, the declaration is submitted only by the procurator whose power is included on the territory of Republic of Bulgaria.

When submitting the offer the tenderer must certify lack of circumstances under art. 47, par.1 and par.5 from PPA and the laid down in the Public Procurement notice requirements under art. 47, par.2 from PPA through declarations. All declarations for lack of circumstances under art. 47, par. 1, 2 and 5 from PPA should be filled in, signed and sealed by the persons pointed out in art. 47, par. 4 from PPA and art. 23, Par.3 from RAPPА in accordance with the annexes in the documentation – Annex 5, 6 and 7. In case the persons under art. 47, par.4 are more than one, the declaration must be filled in separately by each person.

- III. If the tenderer in the procedure is a consortium which is not a legal entity, all declarations under art. 47, par.1, 2 and 5 must be presented by each physical person or legal entity which is part of the consortium.
- IV. If the tenderer is a foreign physical person or legal entity or under the form of consortium of foreign physical persons and/or foreign legal entities, all foreign persons must meet the above-mentioned requirements in the country where they were established. In case, the tenderer is a consortium, declarations under art. 47, par.1, par.2 and par.5 from PPA are submitted by each physical person or legal entity part of the consortium in accordance with art. 47, par.4 from PPA and art. 23, par. 3 from RAPPА.
- V. In case the relevant foreign country cannot issue documents under art.47, par.2 from PPA or if these documents do not include all cases mentioned under art.47, par.1 and 2 from PPA, the tenderer must submit swear declaration if it has legal



status according to the country where the tenderer was established. If the swear declaration has no legal status according to the relevant national law, the tenderer submits official declaration signed before court or administrative body, notary or competent professional or commercial body in the country where the tenderer is established. In that case, all documents under art. 47, par.1, 2 and 5 from PPA which are in foreign language must be submitted in translation.

- VI. **If the tenderer foresees the participation of sub-contractors during the procurement implementation, all requirements under art. 47, par.1 and 5 from PPA and the laid down requirements in the Public Procurement notice under art. 47, par. 2 from PPA from the present instructions, are applicable for the sub-contractors as well.**

All tenderers are obliged to inform the Contracting authority for all changes in circumstances under art. 47, par.1, 2 and 5 from PPA within a period of 7 days after a circumstance has occurred.

B. REQUIREMENTS TO TENDERS

1. Each tenderer can submit only one offer.
2. Tenderers are not allowed to submit versions of their offers.
3. It is not allowed for a tenderer to take part in the offer of another tenderer in the same procurement under no form and circumstances.
4. Each tenderer in the public procurement award procedure is obliged to point out in the offer if he will use sub-contractors or not.
5. A person who has agreed to be sub-contractor in the offer of another tenderer cannot submit own offer.
6. In the public procurement award procedure Bulgarian or foreign physical persons or legal entities as well as their unions can participate if they meet the requirements in the documentation.
7. The same physical person or legal entity cannot take part in two consortiums which are tenderers in the procedure at the same time or to participate in the procedure on his own and in consortium.
8. Participant to whom any of the following circumstances is valid shall be removed from the procedure:
 - 8.1. has not submitted any of the required documents as described in the documentation;
 - 8.2. for whom the circumstances under art. 47, para. 1, para. 2 and par. 5 of the Public Procurement Act are valid;
 - 8.3. who has submitted a bid that does not meet the previously announced terms of the Contracting authority;
 - 8.4. who has submitted an offer that does not meet the requirements of Art. 57, para. 2 of the Public Procurement Act.



The Contract authority does not accept to participate in the procedure and returns immediately an offer which is:

1. Submitted in transparent, unsealed envelope or in tore envelope;
2. Submitted after the deadline of the offer's submission.

Note: *The submission of offers for participation in the present open procedure obliges the tenderer to accept all requirement and conditions listed in this documentation in accordance with PPA. Any other different conditions and requirements on behalf of the tenderer do not engage in any way the Contracting authority.*

C. COMMUNICATION BETWEEN CONTRACT AUHTORITY AND TENDERERS

1. All kind of communication and actions of the Contracting authority and tenderers related to the present open procedure are to be done in written.
2. The tenderer can submit letters and notifications in the registry of the Ministry of economy, energy and tourism, 1052 Sofia, 8 "Slavyanska" Str. Via fax, a registered letter, courier service or e-mail. /central fax number of the Ministry: 02/987 21 90.
3. Contracting authority's decisions for which he is obliged to notify all tenderers are sent via fax or submitted in person for signature or they are sent by registered letter or combination between these means in Contracting authority's judgment.
4. Received notification during the open procedure is considered to be the one which has reached the addressee at the specified address. If the addressee has changed his address and has not informed in due time about this the Contracting authority, or the addressee does not want to accept the notification, the received notification is considered to be the one which has reached the address known to the sender.
5. Requests for clarifications in written related to the participation documentation in the open procedure in specific and/or related to the public procurement in general can be submitted by persons who have received participation documentation from the registry of the Ministry or from the Internet website. Clarifications can be requested not later than 10 days before the date for offer's submission, to the address and person pointed out in the Public procurement notice. The Contracting authority is obliged to give answer in a 4-day period counted from the day of the request's arrival.
6. Clarifications given by the Contracting authority in the legally established period are sent to all interested parties at the same time under the rules of p.5 mentioned above. The person who has requested clarifications remains unmentioned. The clarifications are attached also to the documentation to be obtained from the registry of the Ministry from other persons. All clarifications will be uploaded on the website: www.mee.government.bg, column "Announcement" and website <http://tourism.government.bg> , column "Public procurement".



IV. GUARANTEES

- 1. Guarantee for participation in the procurement** – monetary amount to be paid via bank: BNB – Central management, 1 “Knyaz Alexander I” Sq., IBAN - BG17 BNBG 9661 3300 1026 01, BIC Code BNBGBGSD or peremptory and revocable bank guarantee issued by the bank in the Contracting authority’s favor using template (Annex 13 from the documentation). The bank guarantee for participation must be in Bulgarian language or in translation in case the guarantee has been issued by a foreign bank. The guarantee for participation under monetary amount form must be in Bulgarian language (order for payment) or in translation in Bulgarian language. The bank guarantee for participation must be with validity period at least 90 calendar days counted from the deadline for offer’s submission.

The presented form of guarantee for participation is not mandatory. The tenderer may submit a bank guarantee for participation in a different form including all necessary details and information according to the presented form.

The amount of the guarantee for participation is 22 600 leva

When submitting the guarantee for participation the payment order should explicitly specify the kind of the guarantee and the procedures for which it is imported.

The guarantee for participation is hold under the conditions of art. 61 from PPA and is released under the conditions of art. 62 from PPA.

The Contracting authority releases the participation guarantees of:

1. The tenderers eliminated from the procedure 5 work days after the appeal against the decision of the Contracting authority for determination of the procurement executor.
2. The tenderers classified first and second receive their guarantees back after signing a public procurement agreement. The other classified tenderers – up to 5 work days after the period for appeal against the decision of the Contracting authority is up. The Contracting authority releases the participation guarantees without owing any interests for that period through which the resources were legally kept by the authority.

- 2. Guarantee for contract execution** – monetary amount paid via bank account of the Ministry of economy, energy and tourism, BNB – Central management, IBAN - BG17 BNBG 9661 3300 1026 01 BIC Code for payments in leva is BNBGBGSD or peremptory and revocable bank guarantee issued by the bank in the Contracting authority’s favor using template – Annex 14). The bank guarantee for contract execution must be in Bulgarian language or in translation in case the guarantee was issued by a foreign bank. The guarantee under the form of a monetary payment must be in Bulgarian language (payment order) or in translation in Bulgarian.

Based on art.59, par.3 from PPA the amount of the guarantee for contract implementation is 3% of the contract’s cost.

The guarantee must be submitted when the contract for the public procurement award is being signed.



The conditions and terms of holding or releasing of the guarantee for contract execution are settled down in the public procurement award agreement.

The presented form of the performance guarantee is not mandatory. The tenderer may submit a bank performance guarantee in a different form including all necessary details and information according to the presented form.

V. OFFERS PREPARATION AND SUBMISSION REQUIREMENTS. TERMS

All offers must be in Bulgarian language with no corrections and emendations.

If the tenderer foresees sub-contractors in his offer, all document under art. 56, par.1, p.1, 3, 4 and 5 from PPA must be submitted by each one of the sub-contractors and the requirements to them are applicable in accordance with the type and share of their participation.

If the tenderer in the procedure is a consortium, which is non-legal entity, all document under art. 56, par.1, p.1, 3, 4 and 5 from PPA must be submitted by each physical person of legal entity part of the consortium.

If the tenderer in the procedure is a foreign physical person or legal entity or their unions, the offer must be submitted in Bulgarian language as the document under art. 56, par.1, p.1 (copy of the document for registration if the tenderer is legal entity or sole-man trader); copy of identification document if the tenderer is physical person must be submitted in official translation under the sense of par.1, p.16a from the Additional regulation of PPA. Documents under art.56, par.1, p.3, 4 and 5, which are in foreign language, must be submitted in translation. If the tenderer is consortium, each physical person or legal entity part of the consortium submits the documents.

All documents, apart from these, for which it is explicitly mentioned to be submitted in 'certified copy', must be submitted in original and with the signature of:

- the tenderer – for physical person;
- Each of the persons part of the consortium or of one of them authorized to sign with explicit power of attorney (In this case, the original of the power of attorney for unions of physical persons must be submitted with the Offer for participation – Annex 1).
- the person who represents the tenderer according to the registration document – for legal entities and sole-man traders;
- each physical person and the person who represents the legal entity according to the registration documents or of one of those persons authorized to sign with explicit power of attorney (In this case, the original of the power of attorney for unions of physical persons must be submitted with the Offer for participation- Annex 1) – for consortia of physical persons and legal entities or legal entities only.



Legal persons and sole traders should also put a fresh stamp.

Declarations under Article 47, paragraph 1, 2 and 5 shall be signed personally by the persons referred to in Article 47, paragraph 4 of the PPA and art. 23, para. 3 RAPPAs rather than authorized above.

'Certified copy' of a document is a photocopy of the same with a "certified copy" expression, signed and sealed by the person in accordance with the above-mentioned requirements.

The submitted templates, which are inseparable part of the present documentation and the conditions described in them, are obligatory for the tenderers.

All documents proving the legal status of a foreign legal entity or physical person - tenderer in the procedure - must meet the requirements under art.56, par.4 from PPA, i.e.: If the tenderer in the procedure is a foreign physical person or legal entity or their unions, the offer must be submitted in Bulgarian language. The document under par.1, p.1 must be submitted in official translation and documents under art.56, par.1, p.3, 4 and 5 which are in foreign language, must be submitted in translation. If the tenderer is a consortium, documents must be submitted by each physical person or legal entity part of the union.

REQUIREMENTS TO OFFER'S SUBMISSION

1. The offer of the tenderer must be submitted by the time pointed in p.2 below, in sealed, nontransparent, signed and whole envelope/box.
2. The offers must be addressed to Ministry of economy, energy and tourism, 1052 Sofia, 8 "Slavyanska" Str., at the registry of the Ministry on 05.03.2012 up to 5.00 p.m.

Ministry of economy, energy and tourism is not responsible for offer's receiving in case they are sent by other means.

3. The offer must be submitted in sealed, nontransparent envelope/box. On the envelope/box there must be indicated address for correspondence, telephone number and if possible - current fax number and e-mail of the tenderer, i.e.:

- Address:

Name, address, telephone number and if possible current fax number and e-mail of the tenderer.

-The following mark: "For participation in an open public procurement award procedure with subject: "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT";

-The following instruction: "Do not open before the examination of the Evaluation committee"

4. The envelope with the offer must contain three separate sealed, nontransparent and addressed envelopes as follows:

A. Envelope №1 with notice:

Grant scheme BG 161PO001/3.3-01/2008 "Efficient National Marketing Support of the Tourist Product and Information Service Improvement" under contract № BG161PO001/3.3-01/2008/001-08, project "Development of a strategy for brand "Bulgaria" and introduction of an integrated and consistent Brand Management" 14



- Tenderer's name;
- The following notice: "Selection documents".

Envelope N1 must contain all documents required by the Contracting authority according to art. 56, par.1, p.1-7, p.11-12 from PPA referring to the tenderers selection criteria in compliance with the Contracting authority's instructions in section "Required documents".

B. Envelope №2 with notice:

- Tenderer's name;
- The following notice: "Proposal for procurement implementation named "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT".

Envelope №2 must contain the documents related to the procurement implementation in accordance with the criterion the Contracting authority has chosen, pointed out in section XI. "Evaluation criterion and methodology" (economically most favourable offer) and the mentioned in the documentation requirements in Section IX "Technical specifications".

C. Envelope №3 with notice:

- Tenderer's name;
- "Price offer"

Envelope №3 must contain the price offer of the tenderer. The proposed price must be in separate sealed nontransparent envelope put into the main envelope/box of the offer.

5. The offers can be submitted as follows: in person by the representative or by his authorized representative; via post with a registered letter; via courier service. If the tenderer is a consortium (legal venture) without legal personality of physical persons and/or legal entities, the offer can be submitted by a physical person part of the consortium or by authorized person with explicit power of attorney. A power of attorney isn't necessary to be presented by all participants in the consortium. The original power of attorney or a certified copy must be attached to the Offer – Annex 1 of the present documentation.

6. If the tenderer sends the offer via registered letter or courier service, all expenditures are at his expense. In this case he must send the documents so that it is guaranteed that they will reach the address of the Contracting authority before the deadline for offer's submission pointed in the Public procurement Notice.

The tenderer will take the risk of delay or mislaid of the documents. The Contracting authority will not be engaged to cooperate for the offer's receiving to the address and in time defined.



7. All expenditures related to the preparation and submission of offers is at the tenderer's expense. The Contracting authority is not responsible and does not owe coverage of any costs or losses of the tenderer.

8. Each tenderer can change, amend or withdraw his offer by the time the offers should be submitted. Withdrawing an offer means termination of further participation in the procedure.

Amendments or changes in the offer must meet the requirements and conditions of the initial offer. The following text must be written on the envelope: "Amendment/Change to Entr. №.....".

9. The clerk who accepts the offer indicates on the envelope/box the serial number, date and hour of the offer submission as well as the indicated data as they are entered in internal registry. The person who submitted the offer receives document issued by the clerk certifying the submission of the offer.

TERMS

All terms defined in this documentation must be calculated as follows:

1. The Contracting authority must send the Public procurement Notice for public procurement award to "National gazette" in order the Notice to be published and its electronic version to the Public procurement agency so that it can be entered in the Public procurement registry. The Notice must be sent also to "Official gazette" of the European Union at least 52 days before the submission deadline.

The term of 52 days can be shorten to 36 days because the preliminary contract notice was sent for publishing in a period of between 52 days and 12 months before the Public procurement Notice was sent and it contains information available to the date it was sent. This term can be shorten by the Contracting authority with 7 days because the Public procurement notice was sent electronically and with additional 5 more days because starting from the publishing date of the Notice the Contract authority provide full access to the documentation for participation in the procurement and the Notice contains the Internet address where the documentation could be found and downloaded: www.mee.government.bg, column "Announcements" and <http://tourism.government.bg>, column "Public procurement".

Preliminary data notice 2011/S-39-064118/25.02.2011 r

2. When the term is indicated in days, it elapses in the end of the last day of the period.

3. When the last day of the period coincides with official Bulgarian holiday or weekend, the term elapses in the end of the following work day.



VI. REQUIRED DOCUMENTS

I. Envelope №1 with notice: "Selection documents" contains the following documents that prove the compliance of the tenderer with the requirements under art. 56, par.1, p.1-7 and p.11-12 from PPA and the requirements of the Contracting authority:

1. Tenderer's offer, filled in the template – Annex 1 of the documentation.
2. Registration document of the tenderer: certified copy by the tenderer or unique identification code in compliance with art. 23 from Commercial registry Act if the tenderer is legal entity or sole-man trader; certified by the tenderer copy of the identification card if the tenderer is a physical person.

If the tenderer in the procedure is a foreign physical person or legal entity or their legal ventures, the registration document must be issued by the competent body of the country where the tenderer was established as the document must be submitted in official translation in Bulgarian language. This document is not required if the tenderer was registered or re-registered after 01.01.2008 under the rules of Commercial registry Act (CRA). In this case it is enough to be filled in and submitted declaration for registration in the Commercial registry – template of the documentation, Annex 4.

Legal ventures must submit registration documents for each person part of the venture.

Physical persons who are tenderer in the procedure or are part of consortium must submit certified copy of their identification cards. If those physical persons are foreign citizens the document must be submitted in official translation.

If the tenderer is consortium without legal personality it is obligatory to be submitted consortium agreement issued by power of attorney or original of the document where it is indicated the persons who will have the right to represent the consortium. The document must also certify that the consortium meets the following obligatory requirements:

- All persons part of the consortium are jointly responsible for the amenities in the agreement;
- The term of the consortium is for at least the time for which the procurement will be executed.

3. Actual status certificate (certified copy) – it is required if the tenderers are legal entities or sole-man traders and have not indicated UIC.

Foreign legal entities must submit extracts of legal registry or relevant equivalent document issued by court or administrative body in the country where the entities were established. The consortiums must submit such certificates for each person part of the consortium.

This document must be issued not earlier than 3 (three) months before submission date of the offer in the open procedure.

If the tenderer foresees participation of sub-contractor, the actual status certificate must be submitted by each sub-contractor unless there was UIC submitted.

4. Declarations for absence of circumstances under art. 47, par.1, p. 1 and par.2, p.2 from PPA, filled in after template, in compliance with Annex 6.

If persons pointed in art.47, par.4 in conformity with the type of tenderer, are more than one, the declaration must be filled in by all representatives according to PPA.



If the declarer is a foreign citizen, declaration must be submitted in translation also.

If the tenderer foresees sub-contractor, the document must be submitted by each one of them in conformity with the above-mentioned.

5. Declaration for absence of circumstances under art. 47, par.1, p.2 and 3 and par.2, p.1, p.3 and p.4 from PPA, filled in after template, in accordance with Annex 5.

The Declaration should be signed by the persons referred to in Art. 23, para. 3 of the RAPP, i.e. one of the persons who can represent it solemnly when the participant is a legal entity.

If the declarer is a foreign citizen, declaration must be submitted in translation also.

If the tenderer foresees sub-contractors, the document must be submitted by each one of them in conformity with the above-mentioned.

6. Declaration for absence of circumstances under art.47, par.5 from PPA, filled in after template in accordance with Annex 7. The declaration must be signed by the person pointed in art.47, par.4 from PPA in conformity with the type of the tenderer.

In case the tenderer is a consortium, the declaration must be submitted by the physical persons and legal entities part of the legal venture in conformity to art.47, par.4 from PPA.

If the tenderer foresees participation of sub-contractors, the document must be submitted by each one of them in conformity to the above-mentioned.

If the declarer is a foreign citizen, the declaration must be submitted in translation also.

7. Evidence for the economic and financial status of the tenderer:

7.1. Income and expenditures report/profit report for 2008, 2009 and 2010 (certified copy) and Annual Balance sheets for the same years, certified by accountant-expert in cases where this is obligatory, in compliance with Accountancy Act (art.50, par.1, p.2 from PPA).

7.2. Information (accountant verification) under art.50, par.1, p.3 from PPA about the general turnover for the years 2008, 2009 and 2010, in compliance with Annex 9a, inseparable part of the present documentation.

If the tenderer is consortium which is not legal entity, the required documents proving the economic and financial status of the tenderer must be submitted by each one of the persons part of the consortium.

When the tenderer envisages participation of subcontractors the required documents on economic and financial conditions are presented for each of them and their requirements are applied according to the type and proportion of their participation.

If the tenderer is a foreign physical person or legal entity or their legal ventures, all documents under this Point must be obligatory submitted in translation. If the tenderer is a consortium, each of the physical persons or legal entities part of the consortium must submit the documents.

Minimum requirements for economic and financial status of the tenderer:



Tenderer who participates in the procurement must prove minimum total turnover for the last three years 2008, 2009 and 2010 of not less than 2 264 000 Leva.

The requirement of minimum total turnover can be declared by the representative of the tenderer in declaration – Annex 9a of the present documentation.

8. Documents and evidence for technical resources and qualification of the tenderer which obligatory include:

8.1. List of the main service contracts similar to the subject of the present procurement, implemented in the last three years: 2008, 2009 and 2010, including activities, dates and final beneficiaries, filled in after template in accordance with Annex 9 of the current documentation;

The list in p.8.1. must be accompanied by at least 3 recommendations for good implementation of contracts.

8.2. A list of expert team who will be responsible for the procurement implementation, including all key experts, containing information about the required expertise, education and professional qualification of the people - Annex 10;

8.3. Professional CV's of each one of the key experts which prove the required experience and qualification indicated in Annex 11;

8.4. Declarations of engagement, appurtenance and availability in the process of procurement implementation of all key experts - Annex 13.

8.5. Documents proving the required education, qualification and experience of the key experts – diplomas, certificates, copies of contracts /labor or civil/ or copies of records of service, or other documents proving indisputably the facts indicated in the CV. If there are documents submitted in foreign language, they need to be also presented in translation.

Minimum requirements for economic and financial status of the tenderer:

The tenderer must have signed and implemented service contracts similar to the subject of the present procurement. The contracts must have been executed for the past three years: 2008, 2009 and 2010 (contracts ended to the submission date will be recognized). The tenderer should have at least three contracts associated with the some of the following subjects:

1. development of brand strategies;
2. development of marketing plans for product development and / or preparation of market research and/or
3. consulting or conducting direct marketing and / or advertising campaigns.

The tenderer has to prove the presence of at least four experts covering the following requirements:

Key expert 1: Team leader:

- Higher education in one of the following fields: tourism, marketing, economic, public administration or equivalent.



- At least 10 years professional experience;
- At least 5 years professional experience in the field of marketing, on management position.

Key expert 2:

- Higher education in the field of economics/marketing/public administration/public relations or equivalent
- At least 5 year professional experience in the field of development and/or management and/or implementation of marketing plans or markets researches or projects for development and/or implementation of marketing plans or markets research.

Key expert 3:

- Higher education in the field of economics/marketing/public administration/public relations or equivalent;
- At least 3 years professional experience in creative development for branding or advertising in the field of tourism

Key expert 4:

- Higher education in one of the following fields: tourism, marketing, economic, public administration, public relations or equivalent.
- At least 3 years professional experience in consultations or direct conduction of marketing and/or advertising campaigns.

The tenderer can use resources of other physical persons or legal entities in the process of procurement implementation in case he can prove that he will have those resources available. The last has to be indicated with declaration by the owners of those resources.

In case that there is sub-contractor hired, he must submit all documents which are obligatory for the tenderer in the procurement.

If the tenderer foresees sub-contractor assistance, all document under this point, proving technical resources and/or qualification, must be submitted by the sub-contractor in conformity to the type of activities and share of the participation.

If the tenderer is a foreign person, the documents under this point are also obligatory in translation.

9. A list of data about the sub-contractor/s (if there are any), as well as declaration signed by the manager, respectively by the representative/s of the sub-contractor/s, stating that they have agreed to participate in their capacity of sub-contractors of the respective tenderer – template in accordance with Annex 8. The list must be accompanied by documents under art.56, par.1, p.1, 3, 4 and 5 from PPA indicated by 'sub-contractor'.

10. Document proving that the guarantee for participation in the procedure was paid.

11. Power of attorney in case the tenderer is represented by a person different from its legal representative.



12. A list of documents in Envelope №1, signed and sealed by the tenderer, laid in the beginning of the offer.

II. Envelope №2 with notice "Tenderer's proposal" containing the technical offer with a detailed description of how the public procurement will be implemented, completed form as per Annex 2 in accordance with the Contracting authority requirements for implementation of the procurement as specified in Section XI "Evaluation criterion and methodology" (most economically advantageous tender) and in Section IX "Technical Specifications".

Schedule of performance specified in Annex № 2 from the Documentation for participation in the procedure.

III. Envelope №3 must contain the price offered, filled in after template in compliance with Annex 3 and according to the requirements of the Documentation and art. 57, par.2, p.3 from PPA.

The submitted documents must be in original/or copies certified by power of attorney – for the explicitly mentioned documents, and for the rest – copies "Certified copies", signed and sealed by the tenderer.

If the tenderer in the procurement is consortium, which is not legal entity, documents under art. 56, par.1, p.1, 3, 4 and 5 from PPA and respectively p.2, 3, 4, 5, 6, 7 and 8 from Section VI "Required documents", must be submitted by each physical person or legal entity part of the consortium.

If the tenderer in the procedure is a foreign physical person or legal entity or their legal ventures, the offer must be submitted in Bulgarian language, the registration document of the representative must be in official translation, documents under art.56, par.1, p.3, 4 and 5 from PPA, which are in foreign language, must be translated. If the tenderer is consortium, each physical person or legal entity part of the consortium must submit documents.

Each page in Envelopes №1 and №2 of the offer must have the relevant number on it and must be set in accordance with their numbers.

The Contracting authority keeps its right to require from the classified tenderers, to prolong the validity term of their offer until the moment of awarding of the public procurement contract.

The Evaluation committee does not open Envelope №2 of the tenderers who do not meet the requirements of selection or have not submitted the additionally requested documents, which must be part of Envelope №1 in the explicitly indicated terms.

Note: *The Evaluation committee can at any time verify the information indicated by the tenderers, request clarifications and additional evidence data from Envelopes №2 and №3. This possibility cannot be used for changing the technical and price offers of the tenderers.*



VII. GENERAL INFORMATION

1. Subject of the present public procurement is: "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT".

The present public procurement respects the principles of publicity and transparency, free and loyal competition and equality and non-admission of discrimination.

2. Procurement aim:

The **overall objective** of the procurement is to create prerequisites for Bulgaria's association with a "brand" as an attractive destination and to increase the visibility of the regions by developing a branding strategy for tourism development and pilot at least one brand of tourist area.

Specific aims of the public procurement:

1. Developing an effective strategy for successful brand of Bulgaria as a tourist destination among the established tourism business, its associations and other stakeholders, testing in the international and domestic markets.
2. Developing effective product brands in full compliance with the agreed strategy for the destination brand "Bulgaria" tested in the international and domestic markets.
3. Developing branding strategy of tourism development and production of at least one pilot regional tourism brand, tested in the international and domestic markets.

3. Expected outputs from the implementation of the present public procurement

- Developed Analysis on the results from the marketing researches made within the frameworks of project 1 "Marketing researches national marketing efficiency evaluation" under OP "Regional development"
- Analysis of the branding strategies of competing destinations, visibility studies of the recognition of Bulgaria as a tourist destination among key audiences, mental associations, uniqueness, characteristics and values determined by potential tourists;
- Analysis of the perspective markets offered by the tenderer;
- Study on the practice of STA and MEET, the Bulgarian tourism sector and NGOs in the field of tourism branding of Bulgaria as a tourist destination;
- Built architecture and design and therefore worked out in details with art elaborations for a advertisement campaign;
- Made research on the expertise of leading tourist countries;
- Developed and presented legal analysis;
- Developed concept of ownership of the products generated by the project and system for brand management;



- Developed and approved, through consultation among tourist business, its associations and other interested parties – strategy on Destination Bulgaria brand;
- Designed logo, slogan and symbols for Destination Bulgaria brand;
- Developed product sub-brands;
- Developed brand strategy on tourist regions and its testing thought creation of at least one brand of tourist region;
- Tested national, product and regional brand on the internal and international markets;
- Developed Guide of regular using of symbols of the nations, product and regional brand;

4. Legal grounds for the open procedure implementation:

The Contracting authority announces the present procedure based on art.7, p.1; art.16, par.8 and art.64 and the following from Public procurement Act. Regulations of PPA and its sub-legislative normative acts are applicable for the none-regulated conditions in this documentation. For all unsettled issues in relation to assigning, implementation and termination of contract the regulations of the Commercial act and Obligations and contracts act are applicable.

5. Providing of the documentation for participation in the procedure:

Based on art.64, par.3 from PPA, a full access to the electronic version of the documentation for participation will be provided on the Internet addresses: www.mee.government.bg, column 'Announcements'.

The documentation for participation can be received also at the register of the Contracting authority: 1052 Sofia, administrative building, 8 "Slavyanska" Str.

On the grounds of art.45a from PPA, the Contracting authority must send to the European Commission the Public procurement Notice for opening of the procedure.

Access to the documentation for participation in the procedure is provided by the Contracting authority up to 10 days before the deadline for offers submission.



VIII. FULL DESCRIPTION OF THE PROCUREMENT OBJECT

1. Procurement object description:

The object of the present procurement is the award to external executor of the activities on Destination Bulgaria brand strategy development, products and regional brands development and introduction of integrated brand management.

The procurement is awarded due to implementation of obligations of Ministry of economy, energy and tourism (MEET) in its capacity of specific beneficiary of grant in compliance with a Framework agreement under Operational programme "Regional development", grant scheme BG161PO001/3.3-01/2008 "*Efficient National Marketing Support of the Tourist Product and Information Service Improvement*". The project activities implementation will contribute to the increase of the efficiency and the impact over the national marketing activities, marketing information and transparency aiming the support the diversification of the tourist products and markets and the sustainable tourism development.

2. Procurement range

The procurement object includes:

- Analyses on the results from the marketing researches made within project 1 "Marketing researches national marketing efficiency evaluation" under OP "Regional development" and some additional researches;
- Legal analysis and development of strategy about the project products ownership as part of greater system for integrated management of national, product and regional brands;
- Destination Bulgarian brand strategy development;
- Consultancy and approval of Destination Bulgaria brand strategy among tourist business, its associations and other interested parties;
- Introduction of logo, slogan and symbols of brand Destination Bulgaria;
- Product brands development as sub-brands of Destination Bulgaria brand;
- Tourist regions brand strategy development and development of at least one pilot regional tourist brand;
- National, product and regional brands testing on international and internal markets.

3. Implementation terms:

The activities covered by the public procurement should be completed by 06.11.2012.



IX. TECHNICAL SPECIFICATIONS

PHASE ONE – Development of a strategy for brand of destination Bulgaria, consulting on the brand and development of analysis and further studies

1. ACTIVITY 1: Analysis of the results, achieved throughout the implementation of Project 1 “Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing” under the OPRD, and additional researches.

In the execution of ACTIVITY 1 from the Project the TENDERER must analyze the results from the following conducted researches, which were completed in Project 1 “Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing” under the OPRD:

- Researches onto foreign visitors in Bulgaria – Summer 2009;
- Researches onto foreign visitors in Bulgaria – Winter 2009/2010;
- Researches onto foreign visitors in Bulgaria – Summer 2010;
- Researches onto foreign visitors in Bulgaria – Out-of-Tourist Seasons 2009;
- Researches onto foreign visitors in Bulgaria – Specialized Tourist Flows – 2009;
- Research onto demand of tourist products and services by Bulgarian citizens, who arrange holidays out-of-tourist seasons (Fall 2009, and Spring 2010). It should be taken into account, as well, the nature and number of tourists who practice specialized forms of tourism during the active seasons of 2009 and 2010;
- Research onto demand of tourist products and services by Bulgarian citizens, who arrange holidays in the country in the active tourist seasons (Season 2009 and Winter 2010), including the nature and number of tourists, who practice specialized forms of tourism during the active seasons (Summer and Winter) in 2010;
- Researches onto the situation in 10 generating markets. These researches include the following countries: Germany, UK, Greece, Ukraine, Serbia, Romania, Turkey, Russia, Sweden and the Czech Republic;

The TENDERER must conduct additional researches, which were not subject of the Project 1 of the OPRD. These additional researches should include:

- Analysis of the branding strategies of competitive destinations;
- Researches onto awareness of Bulgaria as a tourist destination among key audiences, associations, uniqueness, characters, and values, pre-defined by the potential tourist;
- Research on the practices of the State Agency on Tourism, Ministry of Economy, Energy and Tourism, Bulgarian tourist sector and the non-government organizations, actively operating in the tourist sector and branding of Bulgaria as a tourist destination;
- Analysis of prospective markets offered by the tenderer.

The TENDERER must offer additional analyses and marketing researches, which he deems necessary for building proper architecture and vision, which could be refined in future creative commercials. The choice of additional analyses and marketing researches must be reasonable and logically sound and related to the goals of the public procurement procedure. Analyses and researches must include countries, which differ from the aforementioned, which were already researched under Project 1 “Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing” under the OPRD, as this is believed to give greater scope of the analysis and information onto more world good practices in the field of tourism.

In executing the analyses and additional researches the TENDERER must apply the SWOT-Analysis (Analysis of the Strengths, Weaknesses, Opportunities, and Threats) for the



different types of brands. In addition, the analyses and additional researches must include different types of graphs (X-Y, radar, pie and others) as well as tables, which will easy illustration of the data collected.

The goal of these additional researches is to register and describe the perceptions, preferences, and opinions of the native and foreign tourists in Bulgaria.

The researches must be focused onto the awareness of Bulgaria as a tourist destination among key audiences, associations, uniqueness, characters, and values, pre-defined by the potential tourist; practices of the State Agency of Tourism, Ministry of Economy, Energy and Tourism, Bulgarian tourist sector and the non-government organizations, actively operating in the tourist sector and branding of Bulgaria as a tourist destination.

Greatly important to the successful execution of the researches and analyses is the correct specification of the goals of these researches and analyses, as well as what information is necessary to be collected for building a successful brand of "Destination Bulgaria". The scope of analyses is also important, as they must contain the number of tourists, countries of origin, social status of the tourists, specific competitive destinations, active players in the tourist market, non-governmental organizations and others. A summary of the findings from the researches and analysis must be presented.

The TENDERER must elaborate a Methodology for Execution of Marketing Researches /MEMR/ related to the completion of the Project, and prepare an analyses of the results from these researches, which are deemed to be conducted within the Framework of Project 1. Furthermore, the additional researchers, as well as the suggested activities must fully comply with the goals and expected results from execution of the procedure. This MEMR must contain the following:

- Deemed for necessary Methods of Research;
- Types of analyses, which are deemed to be used;
- Details and itemization and of the information, which is to be searched for in order to justify the choice why exactly this information is needed;
- Definition and justification of the extent of further studies;
- To include the study of approval among potential users of the related brand products at the time of the surveys at the beginning and end of project

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity to be easily prepared and executed, accordingly. Division of activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. Sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which needs a lot of resources and efforts.

Analyses of the products, as a result from the marketing researches will serve as a basis to build the architecture and vision for future refinement in the creative works for commercial campaigns.

Expected results from this ACTIVITY-1

- *Executed and delivered analyses of the results from the conducted researches, listed below:*
 - Analyses from the researches onto foreign visitors in Bulgaria – Summer 2009;
 - Analyses from the researches onto foreign visitors in Bulgaria – Winter 2009/2010;
 - Analyses from the researches onto foreign visitors in Bulgaria – Summer 2010;



- Analyses from the researches onto foreign visitors in Bulgaria – Out-of-Tourist Seasons 2009;
 - Analyses from the researches onto foreign visitors in Bulgaria – Specialized Tourist Flows – 2009;
 - Analyses from the research onto demand of tourist products and services by Bulgarian citizens, who arrange holidays out-of-tourist seasons (Fall 2009, and Spring 2010). It should be taken into account, as well, the nature and number of tourists who practice specialized forms of tourism during the active seasons of 2009 and 2010;
 - Analyses from the research of demand of tourist products and services by Bulgarian citizens, who arrange holidays in the country not in the active tourist seasons (Season 2009 and Winter 2010), including the nature and number of tourists, who practice specialized forms of tourism during the active seasons (Summer and Winter) in 2010;
 - Analysis of the survey of demand for tourism products and services of the Bulgarian citizens, relaxing in the country's active tourist season (summer 2009, winter 2010), including practitioners and specialized forms of tourism in high season (summer winter) in 2010, a survey of 10 generating market.
- *Executed and delivered additional researches, which include, but are not limited to:*
 - *Analysis of the branding strategies of competitive destinations;*
 - *Analysis of the awareness of Bulgaria as a tourist destination among key audiences, mental associations, uniqueness, characters, and values, pre-defined by the potential tourist;*
 - *Analysis of the perspective market offered by the tenderer;*
 - *Analysis of the practices of the State Agency of Tourism, Ministry of Economy, Energy and Tourism, and practices of the players in the Bulgarian tourist sector and NGOs in the field of branding Bulgaria as a tourist destination;*
 - *Approval study among potential users of the related brand products at the time of the surveys at the beginning and end of the project;;*
 - *Summary of findings / analysis synthesis /.*

All the analyses, as results from the successful completion of the ACTIVITY-1, must be delivered in written form, neatly designed as a Report. All the Reports must be delivered in original and two copies on paper, as well as onto electronic device.

2. ACTIVITY 2: Legal Analysis for building a concept for the ownership of the products, which will result from the Project. This Legal Analysis must be an integrative part of the Integrated Management of National, Regional and Product Brands.

This ACTIVITY-2 refers to composing a Legal Analysis for building a concept for the ownership of the products, which will result from the Project, and also refers to building a system for brand-management of national, regional and product brands has an international scope. The Concept must deliver answers to the following questions:

- Who, when, where, and how may use and operate with the National and Regional Brands;
- Who gives permissions; who does the controlling, how the unauthorized use is sectioned etc.

To answer to these questions, the experience of leading tourist countries, where good practices do exist in the tourist sector must be researched. The Bulgarian experience up-to-date must be researched, as well. The TENDERER should deliver a List of Countries, which are to be included in the research and give reasonable explanations why these countries are included.



In elaborating the analysis and the concept for ownership of the products, it has to be taken into consideration all the recommendations, delivered by interested parties.

The TENDERER is required to offer a Methodology for Execution of ACTIVITY-2 of the Project, which has to refer to conducting a Legal Analysis for the building of a concept for the ownership of the products, which will result from the Project, and also has to refer to building a system for brand-management of national, regional and product brands. The suggested activities must fully comply to the goals and expected results from execution of this ACTIVITY-2.

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity to be easily prepared and executed, accordingly. Division of activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. Sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which needs a lot of resources and efforts.

Expected results from this ACTIVITY-2:

Completion of ACTIVITY-2 must bring the following results:

- Elaborated and delivered Legal Analysis;
- Elaborated and delivered Concept for the Ownership of the Products, which will result from the Project and a system of brand-management of the national, regional and product brands.

All the analyses, as results from the successful completion of the ACTIVITY-2, must be delivered in written form. The Legal Analysis and the Concept must be delivered by the CONTRACTOR in original and two copies on paper, as well as onto electronic device.

3. ACTIVITY-3: Elaboration of a Strategy for Branding "Destination Bulgaria"

Within this activity a first draft strategy for branding "Destination Bulgaria" should be developed, in the next stage of implementation of this procurement the strategy will be subject of consultation and approval among the tourism industry, its associations and other stakeholders.

As first step in the complex process of development and branding of "Destination Bulgaria", the following set of activities should be performed:

1. Detailed study and identification of key target markets and audiences.

Within this activity the findings and recommendations of the analysis and studies from the past activities 1 and 2 should be used in order to accurately determine the key markets, on which the branding will be focused. The size of each identified market, their structural attractiveness and the desired market coverage should be determined.

2. Formulation of the main strategic objectives

Within this activity the contractor should formulate adequate, accurate, comparable, attainable and realistic goals.

3. Determination of positioning

Within this activity the main specific features, benefits and idea of the new brand should be carefully set. On that base a competitive advantage should be build and the most accurate, and original message should be formulated, which will be focused on the selected market segments. Different possibilities for the formation of a single market position should be compared and analyzed, taking into account the views and opinions of the widest possible



range of stakeholders, known at the time of creating the first draft strategy for branding "Destination Bulgaria". Based on the chosen market position techniques for positioning the brand should be identified. The most appropriate models or complex models for positioning, that illustrate the selected brand position in the relevant markets and audiences, should be determined.

4. Selection and determination of communication programs (branding tactics)

The actual creation of the visual aids of the brand is differentiated in a specific activity. Within this sub-activity, element of activity 3, the type and role of the appropriate visual aids, which will have the most impact on key audiences and achieve the selected targets and market positioning, should be chosen. The contractor should obligatory include the minimum set of visualization mentioned in the following activities.

In the implementation of the above mentioned activities for development of a strategy for branding "Destination Bulgaria", the contractor should be guided by the following factors:

- The developed strategy should have a current, modern and adequate to the contemporary trends for development content and key elements.

- The developed strategy should be adequate and consistent to the "Strategy for sustainable developments of the tourism in Bulgaria" and the expectations of the target groups.

- The developed strategy should have a national scope.

- The developed strategy should have the following minimum content, the exact wording of the title of the part can be changed: 1. Situation analysis; 2. SWOT-analysis; 3. Vision; 4. Mission; 5. Objectives; 6. Key target markets and audiences; 7. Positioning; 8. Personality; 9. Emotional benefits and associations; 10. Message; 11. Recommended symbols.

- The developed strategy should take into account and provide all the benefits of the country as a tourist destination

- The developed strategy should reflect the views and preferences of local and foreign tourists from the trials as well as the further studies from activities 1 and 2.

- The developed and proposed brand should be distinguished from the rest on the market and remain permanently in the minds of current and potential tourists.

- One of the main goals of the developed brand must be the significant increase of the tourist flow to our country and its realization as one of the leading tourist destinations not only in Europe but also worldwide.

The TENDERER should propose a methodology for the implementation of Activity 3 "Elaboration of a Strategy for Branding "Destination Bulgaria" and should offer such activities that fully consist with the objectives and expected performance results. During the developing of the strategy for branding "Destination Bulgaria" consistent analytical approach should be used.

The activities should be described in detail, as clearly indicated their scope and their duration.

The proposed action plan should be clear, realistic and feasible. The described activities and timetable for implementation of the activities involved should be coordinated and structured and should allow the preparation and implementation of all project activities. The distribution of activities over time should be balanced.

The proposal of the participant must provide mechanisms for ongoing reporting, internal evaluation and monitoring of the implementation of the activity. Indicators for measuring the performance should also be provided and monitored. The indicators must be clearly defined, specific and fully comprehensive and quantifiable. The sources of information about them should be clear and comprehensive; the collection of information should not to require greater effort and resources.

Expected results from this ACTIVITY-3:

Completion of ACTIVITY-3 must bring the following results:

- Created strategy for Branding "Destination Bulgaria";



The Strategy, as a result from the successful completion of the ACTIVITY-3, must be delivered in written form. The Strategy must be delivered by the CONTRACTOR in original and two copies on paper, as well as onto electronic device.

4. ACTIVITY 4: Consultation and approval of "Destination Bulgaria" brand strategy with the tourist sector, its associations and other interested parties.

Activity 4 - consultation and approval of the developed "Destination Bulgaria" brand strategy with the tourism sector, its associations and other interested parties has a national scope. Within this activity public consultation of "Destination Bulgaria" brand strategy should be carried. Representatives of the tourist sector, its associations and media should participate in this public consultation. The purpose of the public consultation is to receive: information, feedback, recommendations, enhancements and support. During the consultation and approval of the strategy the TENDERER should reach the maximum number of persons among the tourist sector, its associations and other interested parties in order to achieve optimal effect.

The TENDERER should propose the most appropriate methodology for public consultation in the form of group discussions, conferences etc. The TENDERER should also specify the territorial scope of the activities.

The TENDERER should propose a list of the representatives of the tourist sector, its associations and media with which to discuss the developed "Destination Bulgaria" brand strategy. The TENDERER should describe the mechanism that will be used to conduct the discussions and consultations, his publicity measures, the information that will be presented to the participants, the information that will be sought from them and the places where the discussions and consultations will be organized.

The costs for accommodation and transport of three representatives of MEET for the meetings with the tourist sector in the country / without those in Sofia / should be included in the offer of the TENDERER.

The proposed activities must fully comply with the objectives and the expected results of the implementation.

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity should be easily prepared and executed. The division of the activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. The sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which requires a lot of resources and efforts.

Expected results from this ACTIVITY-4:

Completion of ACTIVITY-4 must bring the following results:

Held out 11 hearings and consultations aimed at representing and improving the developed "Destination Bulgaria" brand strategy among the tourism sector, its associations and other interested parties.



A written report should be prepared after the discussions and consultations with the representatives of the tourist sector, its associations and other interested parties of the developed "Destination Bulgaria" brand strategy, describing the collected useful information and constructive recommendations for improvements to the developed "Destination Bulgaria" brand strategy. It is also required to include recommendations and suggestions for improving the strategy, based on consultations with representatives of tourist business.

As a product of the activity the reports should be submitted to the CONTRACTOR in one original and two copies on paper, as well as onto electronic device.

PHASE TWO – Development of creative proposals for the national brand, sub-brands and one regional brand

5. ACTIVITY 5: Representation of the logo, slogan and set of characters of "Destination Bulgaria" brand

Based on the agreement reached on the brand strategy of "Destination Bulgaria" a creative design (creative) should be made for a campaign that will include a logo, slogan and trademark symbols of "Destination Bulgaria". The TENDERER should develop a clear and purposeful design logo, slogan and symbol of the brand, which differ from those of the other competitive destinations and reflect the values and symbols that potential tourists associate with Bulgaria. An analysis of the existing good practices should be made in order to choose an appropriate approach for the realization of this activity.

Within this activity the TENDERER shall conduct a study of the perceptions of the current logo of Bulgaria. This study should be combined with the studies under Activity 1 and the summarized findings from the analysis. The results from the already developed studies under project 1 can be used in the tenderer's argumentation. Based on this study a proposal should be prepared which offers: 1. The logo to remain the same; 2. The logo to be partially modified; 3. The logo to be completely changed. Partial or complete change of the logo is allowed only on condition that the study has demonstrated this need.

The overall conceptual of the design should meet the proposed strategic direction chosen by the TENDERER. The logo, slogan and trademark symbols of "Destination Bulgaria" should be:

- Original and contemporary when reproducing the main message;
- have artistic value in graphical form, color and composition;
- have communication value in terms of text placement in printed materials;
- be relevant to modern forms of communication in the global tourism industry;
- be unique in their evocation of the Bulgarian tourist product;
- there must be clear and memorable connection between the main brand, sub-brands and the brands of the tourist areas;
- give a short, clear and strong impression.

The TENDERER should describe various techniques and methods that will be used to achieve maximum effect in the organization of the developing of a logo, slogan and set of characters for the "Destination Bulgaria" brand.

The TENDERER should present his vision of an integrated advertising campaign for branding and should offer all the basic products needed to conduct a comprehensive, integrated advertising campaign for the brand:

- conceptual designs in color and graphic options, suitable for use in brochures, leaflets, posters, letterheads, envelopes, billboards, etc.);



- slogans (specific memorable messages);
- symbols and others. (Sound, music, etc. applications).

The proposed activities must fully comply with the objectives and the expected results of the implementation.

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity should be easily prepared and executed. The division of the activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. The sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which requires a lot of resources and efforts.

Expected results from this ACTIVITY-5:

Completion of ACTIVITY-5 must bring the following results:

Developed versions of creative products (creative) for advertising campaigns in color and graphic options for use in brochures, posters, leaflet, letterhead, envelopes, business cards, sign boards, billboards, etc.

6. ACTIVITY 6: Development of product brands as sub-brands of "Destination Bulgaria"

Based on the agreement reached on "Destination Bulgaria" brand strategy and creative design (creative) for an advertising campaign, a sub-brand product will be developed.

The TENDERER should present his understanding of brands and product sub-brands of the "Destination Bulgaria" brand. The concept for the national brand should be the base of the developed colors, leading messages, vision and impression. The product sub-brands should also step on this basis – an identical impression should be held through the variation in colors, part of the leading advertising message and vision in order to achieve uniformity in the presentation of the following products:

- Maritime tourism;
- Mountain and ski tourism;
- cultural and cognitive tourism;
- eco and rural tourism;
- spa tourism;
- congress and business tourism;
- wine and gourmet tourism.

The proposed activities must fully comply with the objectives and the expected results of the implementation.

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity should be easily prepared and executed. The division of the activities and their time-span must be balanced.



The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. The sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which requires a lot of resources and efforts.

Expected results from this ACTIVITY-6:

Completion of ACTIVITY-6 must bring the following results:

Developed product sub-brands - from the concept phase to the phase of testing of finished products: symbols, color and graphic options, according to the main sub-brand for brochures, leaflets, posters, etc.

The TENDERER should submit his work to the Contracting authority in one original and two copies on paper, as well as onto electronic device.

7. ACTIVITY 7: Development of a branding strategy for the tourist areas, development and production of at least one pilot regional tourist brand

Activity 7 involves developing a branding strategy for the tourist areas, which will consider the current state of shaping the tourist areas, their institutional development and others. The main objective of the regional branding strategy will be to provide methodological guidance and practical guidelines for the tourist areas and their organizations including:

- Direct benefits of increased visibility and individuality of the region as a tourist destination in order to motivate the regions;
- Best foreign practices and positive examples of regional branding;
- Necessary pre-feasibility studies and regional branding approach in their analysis;
- Development of a SWOT analysis, positioning, personality, emotional benefits, associations, visions, messages, goals, audiences and symbols;
- Development of a creative ad campaign.

The branding strategy for the tourist regions development must be tested by making at least one brand of tourist area. Area (areas) will be selected by a committee comprising representatives of the contractor, MEET, and OPRD Managing Authority.

The proposed activities must fully comply with the objectives and the expected results of the implementation.

The TENDERER should develop methodological guidelines and concrete example of regional branding. The TENDERER should reach all interested parties, tourist associations - national, regional and local, as well as tourist information centers in the corresponding region.

All activities must be listed in details, whereas their scope and timing will be neatly described.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity should be easily prepared and executed. The division of the activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for



progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. The sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which requires a lot of resources and efforts.

Expected results from this ACTIVITY-7:

Completion of ACTIVITY-7 must bring the following results:

Developed and presented branding strategy for the tourist areas.
Produced and presented at least one brand of tourist area.

The prepared strategy and brand of tourist region should be represented on paper - one original and two copies in electronic format.

PHASE THREE - Testing of the proposed brands on the domestic and foreign markets

8. ACTOVIRY 8: Testing of the national, product and regional brands on the domestic and foreign markets

This activity includes testing of the developed national brand, product sub-brands and pilot regional brand on the domestic and foreign markets.

The specific methodology for such testing should be offered by the tenderer and agreed with MEET. The testing should include a survey of the leading tour operators' opinion for the respective ten generating markets on the developed brands and associated creative products.

The TENDERER should propose a suitable concept for the testing of the national, product and regional brands on the international (ten generating markets) and domestic markets, complying with the situation on them. The activities related to the carrying out of the tests need to be described in details, clearly indicating their scope and duration.

After the conducted testing of the national, regional and product brands on the domestic and international markets the TENDERER must develop a manual for the proper use of the national symbols, product and regional brands.

The TENDERER must offer clear, realistic and executable Action Plan, whereas the duly described activities and time schedule must be agreed upon, structured well, and every listed activity should be easily prepared and executed. The division of the activities and their time-span must be balanced.

The offer of the TENDERER must contain mechanisms for current accounting, internal evaluations, and inspections on execution of the activities, whereas certain indicators for progress measurement ought to be elaborated. The indicators ought to be clearly defined, specific and complete, and to give quantitative results. The sources of information to build these indicators should, also, be clear and complete, whereas information collection should not be a difficult and tremendous process, which requires a lot of resources and efforts.

Expected results from this ACTIVITY-8:

Completion of ACTIVITY-8 must bring the following results:

- Tested national brand, product sub-brands and at least one pilot regional brand;
- Prepared report to the creative development team on the advertising campaign (creative ad campaign) and adjusted results from the testing of the products;
- Developed manual for the proper use of the national symbols, product and regional brands.

The prepared report and developed manual should be represented on paper - one original and two copies in electronic format.



X. REVIEW, EVALUATION AND CLASSIFICATION OF TENDERS

The Evaluation committee is assigned by the Contracting authority after the deadline of offer submission and is approved on the day determined for offers opening.

The Evaluation committee begins work after receiving the list of tenderers and submitted offers. In case of change in the opening date and time, the tenderers in the procedure will be notified in written.

Opening of offers is public process and it can be attended by the tenderers in the procedure or by they authorized representatives, as well as by representative of mass communications and legal entities with nonprofit goal. A representative of tenderer is allowed to be present at the opening after submitting of identification card and letter of attorney (apart from cases where there are the legal representatives of the tenderer). The present representatives must sign a list certifying their presence. The list must be attached to the protocol of the committee.

The Evaluation committee opens the offers following the time of their submission at the Ministry and verifies for presence of three separate sealed envelopes. Therefore, at least three of the committee's members must sign Envelope №3. The committee suggests that each one of the present representative of tenderers signs Envelope №3 of the other tenderers.

In the presence of the person mentioned above, the committee opens Envelope №2 and at least three of the committee's members sign all documents which are in the envelope.

The committee suggests that one of each tenderers' representatives sign all documents in Envelope №2 of the rest of the tenderers.

Thereupon, the committee opens Envelope №1 and announces the documents that it contains.

Thus, the public part of offers opening is closed.

In close sessions, the committee conducts detailed review on the documents in Envelope №1. The committee describes in details each document in Envelope №1 in the Protocol, especially the missing documents and the found irregularities. The exact type of document or documents are indicated and a request for their submission in due time is elaborated. The time for submission of those documents is equal to all tenderers and cannot be longer than 5 days, counted from the receiving date of the protocol.

The committee notifies the tenderers as they are sent the protocol with all findings related to the presence and regularities of the submitted documents in Envelope №1.

The tenderer has no right to submit different documents from the indicated in the protocol ones with the findings about the presence and regularities of the already submitted documents in Envelope №1.

After the terms pointed in the protocol elapses, the committee verifies the compliance of the documents in Envelope №1, together with the additional ones, with the requirements for selection made by the Contract authority and expresses its opinion.



The committee does not examine the documents in Envelope №2 of the tenderers who do not meet the selection requirements, as well as of those who have not submitted the indicated missing document found by the committee in due time. All other tenderers stand for technical evaluation according to the criterion and methodology described in Section XI from the present documentation. The technical evaluation is on each indicator. The members of the committee therefore, sign the protocol of evaluation.

The committee can at any time verify the information submitted by the tenderers, asks clarifications and additional evidence about data submitted in Envelope №2 and №3. This opportunity cannot be used for changing the technical and price offer of the tenderer.

The committee suggests for elimination from the procedure a tenderer who has presence of circumstances under art.69, par.1 from PPA:

1. a tenderer who has not submitted any of the required documents under art.56 from PPA;
2. where there are available circumstance under art.47, paar.1 and 5 and the indicated in the Notice circumstances under art.47, par.2 from PPA;
3. a tenderer who has submitted an offer which does not meet the preliminary announced conditions of the Contract authority;
4. a tenderer who has submitted an offer which does not meet the requirements under art.57, par.2 from PPA;

The opening of offer will star on 06.03.2012 at 11:00 o'clock a.m. at the Ministry of economy, energy and tourism, as follows: 1052 Sofia, 8 "Slavyanska" Str., conference hall, 3rd floor.

The Contracting authority will announce the opening date, place and time of the price offers on the Internet addresses of the Ministry.

If an offer of a tenderer does not meet the requirements of the Contract authority, its envelope with the price offer will not be open. The committee will open the envelopes with price offers after the examinations of the offers and after the evaluation under all other indicators have been done and indicated in the committee's protocol, which must be signed by all members. The opening of the price offer can be attended by the legal representative of the tenderer or by those who are authorized with letter of attorney, as well as by representatives of legal entities with nonprofit goal and mass communication representatives. Before the opening the committee will announce the results from the offers evaluation according to the indicators of the documentation.

**XI. EVALUATION CRITERION AND METHODOLOGY****METHODOLOGY FOR DETERMINING THE COMPLEX EVALUATION OF THE OFFERS**

The evaluation criterion is the economically most favorable offer, based on the following:

The methodology of defining the complex evaluation of the offers consists of exact regulations regarding each indicator for evaluation and defining a complex offer assessment, including relative influence, which the Contract authority gives to each indicator for determination of the most economically advantageous offer.

The committee suggests methodology in relation to all admissible offers and do not change it.

According to the announced criterion the offer will be evaluation after the following formula:

$$CE_i = \text{Indicator}_{1i} + \text{Indicator}_{2i}$$

Where:

- CE_i is the complex evaluation of the 'i' tenderer. The maximum value of CE_i is 100 points.
- Indicator_{1i} is indicator showing the relative influence of quality of each technical part of the offer. The maximum value of Indicator_{1i} is 70 points and is calculated by the following formula for each offer:

$$\text{Indicator}_{1i} = C_1 + C_2 + C_3,$$

Where:

C₁ is criterion 1, C₂ is criterion 2 and C₃ is criterion 3 for evaluation of the technical part of the corresponding offer, calculated according to the following table.

Conception for development of a strategy for brand "Bulgaria", product and regional brands Evaluation indicators	Points 70
Criterion 1 Development of a strategy for brand of destination Bulgaria, consulting on the brand and development of analysis and further studies	Max. 36 points
<i>1.1. Analysis of the results, achieved throughout the implementation of Project 1 "Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing" under the OPRD, and additional researches.</i>	Макс. 12 точки
Satisfactory level In analyzing the results of the marketing research conducted within the project 1 " Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing " under the OPRD and further studies, the participant uses adequate and reliable sources of information and provides only the implementation of the suggested three additional studies	4



<p>Good level In analyzing the results of the marketing research conducted within the project 1 " Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing " under the OPRD and further studies, the participant uses adequate and reliable sources of information and provides the implementation of more that the suggested three additional studies, the range of the information corresponds to the defined goals.</p>	8
<p>Excellent level In analyzing the results of the marketing research conducted within the project 1 " Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing " under the OPRD and further studies, the participant uses adequate and reliable sources of information and provides the implementation of more that the suggested three additional studies. The tenderer includes in his analysis and studies additional tourist destination and the range of the additional studies is justified to the defined goals.</p>	12
<p>1.2. Legal Analysis for building a concept for the ownership of the products, which will result from the Project. This Legal Analysis must be an integrative part of the Integrated Management of National, Regional and Product Brands</p>	Max. 6 points
<p>Satisfactory level When conducting the legal analysis and establishing the concept of ownership of the products from the project the methodology for the carrying out of the legal analysis ensures its clarity. A list of countries is proposed.</p>	2
<p>Good level When conducting the legal analysis and establishing the concept of ownership of the products from the project the methodology for the carrying out of the legal analysis ensures its clarity and the identifiability of the individual findings. A justified list of countries is proposed.</p>	4
<p>Excellent level When conducting the legal analysis and establishing the concept of ownership of the products from the project the methodology for the carrying out of the legal analysis ensures its clarity, the identifiability of the individual findings and the choosing of best practices applicable in Bulgaria. A justified list of countries and regions is proposed.</p>	6
<p>1.3. Elaboration of a Strategy for Branding "Destination Bulgaria"</p>	Max. 12 points
<p>Satisfactory level The used strategic approach is applicable to the tourism marketing without giving specific indicators, stages and scope in depth</p>	4
<p>Good level The used strategic approach is applicable to the tourism marketing and adequate to the real tourist product. Internal reporting mechanisms as measurable indicators are presented without being fully comprehensive and including tangible indicators.</p>	8
<p>Excellent level The used strategic approach is applicable to the tourism marketing, adequate to the real tourist product and to the expectations of the target groups. Specific, comprehensive and measurable indicators for monitoring are proposed.</p>	12



1.4. Consultation and approval of "Destination Bulgaria" brand strategy with the tourist sector, its associations and other interested parties.	Max. 6 points
Satisfactory level The tenderer is schematically presenting and describing the places for the organization of the 11 discussions and consultations, the participants in them, the methods for their implementation and presentation and the methods for the gathering of the necessary information for improvement of the brand strategy. The tenderer is repeating the text of the technical specifications.	2
Good level The tenderer is presenting and describing in details the places for the organization of the 11 discussions and consultations, the participants in them, the methods for their implementation and presentation and the methods for the gathering of the necessary information for improvement of the brand strategy.	4
Excellent level The tenderer is presenting and describing in details the places for the organization of the 11 discussions and consultations, the participants in them, the methods for their implementation and presentation and the methods for the gathering of the necessary information for improvement of the brand strategy. The tenderer is justifying the logical coherence of the 4 individual key elements and the method to achieve the objectives of the discussions.	6
Criterion 2 Development of creative proposals for the national brand, sub-brands and one regional brand	Max. 24 points
2.1. Representation of the logo, slogan and set of characters of "Destination Bulgaria" brand	Max. 6 points
Satisfactory level The presented by the tenderer conception for development of a logo, slogan and a set of characters schematically describes the techniques and methods to be used in the organization of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand. The conception is consistent with the objectives, specification, nature and results of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand.	2
Good level The presented by the tenderer conception for development of a logo, slogan and a set of characters describes in details the techniques and methods to be used in the organization of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand. The conception is consistent with the objectives, specification, nature and results of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand.	4



Excellent level The presented by the tenderer conception for development of a logo, slogan and a set of characters describes in details the techniques and methods to be used in the organization of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand. The conception is consistent with the objectives, specification, nature and results of the work on developing a logo, slogan and set of characters of "Destination Bulgaria" brand and ensures their commitment to the proposed strategy for "Destination Bulgaria" brand.	6
2.2. Development of product brands as sub-brands of "Destination Bulgaria"	Max. 6 points
Satisfactory level The presented by the tenderer methodology for development of product brands as sub-brands of "Destination Bulgaria" corresponds to the objectives, nature and results from the work on developing a "Destination Bulgaria" brand, but doesn't fully reflect the specification of the products as part of the hall.	2
Good level The presented by the tenderer methodology for development of product brands as sub-brands of "Destination Bulgaria" corresponds to the objectives, nature and results from the work on developing a "Destination Bulgaria" brand. The tenderer is schematically presenting their commitment to the proposed "Destination Bulgaria" brand strategy. The specification of the products as part of the hall is completely ensured.	4
Excellent level The presented by the tenderer methodology for development of product brands as sub-brands of "Destination Bulgaria" fully corresponds to the objectives, nature and results from the work on developing a "Destination Bulgaria" brand. It fully ensures their commitment with the proposed "Destination Bulgaria" brand. The specification of the products as part of the hall is completely ensured.	6
2.3. Development of a branding strategy for the tourist areas, development and production of at least one pilot regional tourist brand	Max. 12 points
Satisfactory level The used strategic approach is adequate to the real tourism product and the expectations of the target groups. The methodology presented by the tenderer for development of a pilot regional tourist brand is partly consistent with the objectives, specification, nature and results of the work on developing a national tourist brand.	4
Good level The used strategic approach is justified and is focused on the real tourism product and the expectations of the target groups. The methodology presented by the tenderer for development of a pilot regional tourist brand fully corresponds to the objectives, specification, nature and results of the work on developing a national tourist brand.	8



Excellent level The used strategic approach is justified, focuses on the real tourism product and takes fully into account the individuality of the region and the expectations of the target groups. The methodology presented by the tenderer for development of a pilot regional tourist brand fully corresponds to the objectives, specification, nature and results of the work on developing a national tourist brand and ensures their commitment to the proposed "Destination Bulgaria" brand strategy.	12
Criterion 3 Testing of the national, product and regional brands on the domestic and foreign markets	Max. 10 points
<i>Testing of the national, product and regional brands on the domestic and foreign markets</i>	Max. 10 points
Satisfactory level The tenderer schematically describes the activities for testing of the brands as well as the scope, duration and results from their testing. The tenderer is repeating the text of the technical specifications. There is no logical relation with the economic situation of the markets provided for the carrying out of the testing. The tenderer is proposing a conception for the content of the handbook.	4
Good level The tenderer is justifying the activities for testing of the brands as well as the scope, duration and results from their testing. The tenderer is proposing a conception for the content of the handbook that demonstrates compliance with the objectives of the procurement but this conception is presented in brief without any details.	7
Excellent level The tenderer is justifying in details activities for testing of the brands as well as the scope, duration and results from their testing. A detailed justification of his choice and a logical relation with the economic situation of the markets provided for the carrying out of the testing is provided. The tenderer is proposing a detailed conception for the content of the handbook that shows understanding of the analyzed information from the carried testing and compliance with the objectives of the procurement. The conception is realistic and allows the obtaining of the required information.	10



The evaluation is made by the members of the committee as each member fills in separate column of the table for evaluation of proposals and the row of the relevant criterion/sub-criterion. The total evaluation of the committee for each criterion or sub-criterion is made when the sum of the individual assessments is divided into the number of committee's members.

Indicator2i is indicator showing the relevant influence of the price proposed in the relevant offer. The maximum value of Indicator2i is 30 points and it is calculated by the following formula:

$$\text{Indicator2i} = (\text{Amin}/\text{Ai}) \times 30,$$

Where:

- Ai is the total price in leva in the relevant price offer;
- Amin is the lowest proposed price in leva from all price offers;

For the needs of the methodology, all broken numbers which can be a result from the mentioned formula must be made up to the second mark following the decimal comma.

The offer with highest points is awarded the first place.



BREACH OF THE PROCEDURE

The CONTRACTING AUTHORITY breaches the procedure for public procurement if there are certain evidences, regulated under Art. 39 (1) of the Bulgarian PPA, listed below:

1. There is no submitted offer or Tenderer, who may comply with the requirements, set in Art. 47-53a of the Bulgarian PPA.
2. All offers do not comply with the requirements, stipulated by the CONTRACTING AUTHORITY.
3. All offers, which do comply with the requirements, stipulated by the CONTRACTING AUTHORITY exceed the financial resources, which may be provided by the CONTRACTING AUTHORITY.
4. Top-ranked and second-in-rank Tenderers in the shortlist refuse to enter into contractual relationship.
5. The requirement for organization of a public procurement procedure is abolished due to a significant change in circumstances; including the option that financial funding of the execution of the procedure is no more available due to reasons, which the CONTRACTING AUTHORITY was not able to foresee.
6. There are violations, being evidenced, that the start and execution of the procedure cannot be corrected anymore without incurrence of changes in the initial conditions for announcement of the procedure.
7. There are some facts, under the Art. 42 (1) from the Bulgarian PPA, which hinder the act of entering into contractual relationship.
8. The CONTRACTING AUTHORITY may breach the procedure with argumentative Decision, when:
 1. There is only one Offer submitted.
 2. There is only one Tenderer who complies with the requirements of Art.47-53a of the Bulgarian PPA or there is only one offer, which complies with the announced requirements, set by the CONTRACTING AUTHORITY.



XII. TERMS FOR ENTERING INTO AGREEMENT

The CONTRACTING AUTHORITY is to enter into contractual relationship with the Tenderer, who is top ranked in the procedure and due to this the best Tenderer is entitled to have the right to become a legal party in the CONTRACT on the condition that:

1. The Tenderer fulfill the duties under Act. 47 (9) and Act. 48 (2) from the Bulgarian PPA (a Tenderer who is registered in the Commercial Register will not be asked to submit the documents required under Act. 47 (9) and Act. 48 (2) about the circumstances that are entered in the Commercial Register).
2. The Tenderer provides the payment warranty for duly execution of the CONTRACT;

The CONTRACTING AUTHORITY may either discontinue the procedure or to draw a decision to administratively assign a CONTRACTOR and enter into CONTRACT with the second-in-rank Tenderer in the shortlist in cases, when the Tenderer, who is top ranked:

1. Refuses to enter into contractual relationship.
2. Does not present any of the required documents pursuant to Art. 42 (1) from the Bulgarian PPA.

The procedure is deemed to be executed in accordance to the terms and conditions of the CONTRACT which itself is a part of the present documentation. The clauses of the CONTRACT are not subject to negotiation.

The Technical Offer of the Tenderer – Annex-2 and the Price Offer – Annex-3, are inseparable parts of the CONTRACT.

A DRAFT-CONTRACT is attached to the present documentation; the tenderers are expected to get familiar it. The terms and conditions set in the DRAFT-CONTRACT are accepted unconditionally by the Tenderers, and they do not have the right to suggest corrections onto the contents of the CONTRACT.

**XIII. CONTRACT № BG161PO001/3.3-01/2008/001-08-.....****FOR****"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT"**

On.....2012, in the City of Sofia, between:

1) The Ministry of Economy, Energy, and Tourism /MEET/ – address – 8 Slavyanska Str., City of Sofia, BULGARIA, operating under the Bulgarian Unique Identifying Code: BG 130169256, represented by Traycho Traykov – The Minister of Economy, Energy, and Tourism, and by Silvia Bacheva, State Expert in Direction "Tourism Policy", called hereinafter, THE CONTRACTING AUTHORITY:

And

2), which operates under the Bulgarian Unique Identifying code:....., having the following address of seat and management....., represented and managed by..... called hereinafter THE CONTRACTOR

The following CONTRACT has been executed, according to art. 41 of the Bulgarian Public Procurement Act /PPA/, following completed Public Procurement Open Procedure, entitled: "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", and funded by the Operational Program "Regional Development" /OPRD/ 2007-2013, co-financed by the European Union through the European Regional Development Fund /ERDF/, opened by Decision №....., as of

The Public Procurement is being conducted with the financial aid, provided by the OPRD 2007-2013, according to the Grant-in-Aid Scheme for Financial Assistance: BG 161 PO 001/3.3-01/2008 "Support for Effective Marketing of Tourist Product on National Level and for Improvement of Information Services".

Having signed the CONTRACT, the parties agreed to the following:

I. SUBJECT OF THE CONTRACT

Art. 1 (1) The CONTRACTING AUTHORITY authorizes the Contractor, and the CONTRACTOR accepts the authorization, provided by the CONTRACTING AUTHORITY to work on behalf of and deliver to the CONTRACTING AUTHORITY pursuant to the Terms and Conditions of this present CONTRACT, a strategy for branding "Destination Bulgaria, Regional Brands, and Product Brands, and also to introduce an Integrated Brand Management". The subject of authorization includes the following phases and activities:

1.1. PHASE ONE – Bulgaria brand destination strategy development, consultant services under the strategy and analyses and additional researches elaboration.

1.1.1. Analysis of the results, achieved throughout execution of Project 1 "Marketing Researches and Evaluation of Effectiveness of the Nationwide Marketing", contract №: BG161PO001/3.3-01/2008/001-1, under the OPRD, and additional researches.



1.1.2. Legal Analysis for building a concept for the ownership of the products, which will result from the Project. This Legal Analysis must be an integrative part of the Integrated Management of National, Regional and Product Brands.

1.1.3. Elaboration of a Strategy for Branding "Destination Bulgaria"

1.1.4. Consultation and approval of "Destination Bulgaria" brand strategy with the tourist sector, its associations and other interested parties.

1.2. PHASE TWO – Development of creative proposals for the national brand, sub-brands and regional brand

1.2.1. Representation of the logo, slogan and set of characters of "Destination Bulgaria" brand

1.2.2. Development of product brands as sub-brands of "Destination Bulgaria"

1.2.3. Development of a branding strategy for the tourist areas, development and production of at least one pilot regional tourist brand

1.3. PHASE THREE - Testing of the proposed brands on the domestic and foreign markets

1.3.1. Testing of the national, product and regional brands on the domestic and foreign markets.

1.3.2. Elaboration of a manual for the proper use of the national symbols, product and regional brand

(2) The CONTRACTOR shall perform all services, pursuant to Art.1 (1) of this present CONTRACT, and pursuant to all listed Terms and Conditions of this CONTRACT, in accordance to the Full Description of the Public Procurement, the Technical Specifications; and the Price Offer and the Technical Offer submitted by the CONTRACTOR.

(3) The CONTRACTOR shall perform all services, pursuant to Art.1 (1) with the assistance of experts, listed in the List of Experts in the Team, responsible for the performance of the Public Procurement Contract, which list is a non-separable part of this present CONTRACT.

(4) The CONTRACTOR agrees to provide timely the comments and written instructions on the materials made by its representatives.

(5) Both the CONTRACTOR, and the CONTRACTING AUTHORITY form a Team of Representatives of the CONTRACTOR and the CONTRACTING AUTHORITY, which will be assigned the task to provide coordination for execution of this CONTRACT. This Team is to arrange meetings for all of its team-members once in a week to coordinate the execution of the CONTRACT, in accordance to art. 2 (2) of the Due Dates of this CONTRACT.

II. TIME-LIMITS

Art. 2 (1) This present CONTRACT enters into force on the date of its signing by both parties and should be implemented within 10 months but not later than 03.12.2012

III. PRICE AND MODE OF PAYMENT

Art. 3 (1) For the services set in Art.1 (1) of this present CONTRACT, the CONTRACTING AUTHORITY is obliged to pay to the CONTRACTOR, an agreed amount of.....in figures...../in words...../ VAT not incurred, in accordance to the Price Offer submitted by the CONTRACTOR. The agreed price is final and is not a subject to any changes, unless the price is lowered down in the best interest of the CONTRACTING AUTHORITY in the cases, stipulated in Art. 43, par. 2 of the Bulgarian PPA.



(2) The price, set in Art. 1 of this CONTRACT, includes all the costs – remunerations and expenses, of the CONTRACTOR, which are deemed to necessitate the completion of all services, listed in Art. 1 of this CONTRACT.

Art. 4 (1) The CONTRACTING AUTHORITY accepts to pay to the CONTRACTOR the agreed price, set in Art. 3 of this CONTRACT under the conditions, (advance, interim and final payment) listed as it follows:

1. Advance payment of value Euro, representing 10% (ten) of the contract value under Article 3, paragraph 1 within 30 (thirty) calendar days from the date of signature of this contract, original invoice submitted by CONTRACTOR and received by the Managing Authority for Operational Programme funds.
2. First interim payment - within 30 working days after the submission of original invoice al. 2 and packing slip, signed in accordance with Art. 12. activities for Phase 1 "Results Analysis, Legal Analysis and Additional Researches" - Price of EUR [•] / figures /, [•] / words / Euro without VAT.
3. Second interim payment - within 30 working days after the submission of original invoice al. 2 and packing slip, signed in accordance with Art. 12. for activities carried out within Phase 2, " Development of creative proposals for the national brand, sub-brands and regional brand " - the price of EUR [•] / figures /, [•] / words / Euro without VAT.
4. Final payment - within 30 working days after the submission of original invoice al. 2 and packing slip, signed in accordance with Art. 12. for activities carried out within Phase 3 "Testing of the proposed brands on the domestic and foreign markets " - the price of EUR [•] / figures /, [•] / words / Euro without VAT. The prepaid amount is will be deducted from the final payment.

(2) All the invoices, issued by the CONTRACTOR under this present CONTRACT, must contain a stipulation, saying that the expenses are made within contract № BG161PO001-3.3-01/2008/001-08-U-...../..... for award of a public procurement "Destination Bulgaria" brand strategy development, product and regional brands development and introduction of integrated brand management" singed with MEET under Project "Development of a strategy for brand "BULGARIA" and introduction of an integrated and coherent Brand Management" Scheme of Grant BG161PO001-3.3-01/2008 "Support for effective national marketing of the tourist product and improvement of the information services".

(3) The CONTRACTING AUTHORITY will make the payments under this CONTRACT in Euro by bank transfer to the following bank account of the CONTRACTOR:

BANK:.....,
 Bank Branch/Office.....
 BIC.....
 IBAN.....

(4) The CONTRACTOR shall notify the CONTRACTING AUTHORITY for any changes of his bank account, his registered office or permanent address within 5 (five) days of the change.

(5) Payment will be stopped when the CONTRACTOR is informed that his bill could not be paid because the amount is not payable due to missing and / or supporting documents, incorrect or there is evidence that the expenditure was unlawful. In this case, the Contractor must provide explanations to make amendments or provide further information within three (3) business days after being notified.



(6) Transferred funds from the Ministry of Economy, Energy and Tourism but not used by (name of CONTRACTOR) as

well as accrued interest, fines and penalties under this contract are recoverable in a bank account in the Bank as follows: IBAN - BG88 BNBG 9661 3200 1985 01; BIC: BNBGBGSD.

(7) The CONTRACTING AUTHORITY isn't responsible in case that the funds for implementing the CONTRACT are not received by the Managing Authority of OP and failing to provide funding for implementation of the CONTRACT on grounds that the CONTRACTING AUTHORITY could not provide.

(8) The conclusion of the CONTRACTOR between the CONTRACTING AUTHORITY and the CONTRACTOR does not lead to employment or any other legal relationship between the CONTRACTING AUTHORITY and the personnel of the CONTRACTOR, his subcontractors and other engaged by him. The CONTRACTOR will be responsible for the implementation of all obligations to such persons, including commitments on providing a safe and healthy working conditions, social security etc. The CONTRACTING AUTHORITY shall not be liable to any person for any damage suffered by them in connection with the CONTRACT unless it is established that such damages are direct and proximate result of acts or omissions of the CONTRACTING AUTHORITY in violation of applicable regulations.

IV. RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

Art. 5 (1) The CONTRACTING AUTHORITY has the right to receive the services, subject of the present CONTRACT in the due dates, set in the agreed terms between the parties.

(2) The CONTRACTING AUTHORITY has the right to exercise controls onto execution by the CONTRACTOR of all contractual obligations /phases of execution, contents, and others/ in any moment of the period of validity of this CONTRACT, without creating obstacles to the CONTRACTOR to fulfill his assigned work.

(3) During the performance of this CONTRACT, the CONTRACTING AUTHORITY has the legal right to provide written instructions to the CONTRACTOR, which might be necessary for the qualitative and prompt execution of assigned work. These instructions cannot refer to the phases of the execution of the contract and the very subject of the contract, but are deemed purely to clarify current issues, related to importance that the CONTRACTING AUTHORITY assigns to a specific component of the contractual services.

(4) The CONTRACTING AUTHORITY has the legal right to accept the completed services in the due dates set and in accordance to this CONTRACT, pursuant to the to the Full Description of the Public Procurement procedure, the Technical Specifications, the provided Price Offer and Technical Offer, submitted by the CONTRACTOR. The CONTRACTING AUTHORITY has the legal right to refute specific activity for completed, when there is significant discrepancy /improper, incomplete or delayed execution of certain jobs/ in accordance to Art. 12 of this CONTRACT.

(5) The CONTRACTING AUTHORITY has the legal right to refuse the acceptance of a particular activity substantially in failure / incomplete, inaccurate or delayed execution / awarded on this contract under Art. 12.

(6) The CONTRACTING AUTHORITY shall be entitled to receive all materials prepared by the CONTRACTOR under this contract.

(7) The CONTRACTING AUTHORITY shall be entitled to approve or not approve the replacement of key experts as provided in Art. 9.

Art. 6 (1) The CONTRACTING AUTHORITY is bound to pay the agreed amount of money as a remuneration for the services provided, in accordance to the Terms and Conditions, set in this present CONTRACT.



(2) The CONTRACTING AUTHORITY is bound to provide cooperative work to the CONTRACTOR, in order execution of the CONTRACT, be completed in a timely manner and with the expected quality in every aspect of CONTRACT, which includes provision of available documentation, data, and information, deemed necessary for the proper execution of services, described in Art. 1 (1) of this CONTRACT.

(3) The CONTRACTING AUTHORITY is bound to accept the services provided by the CONTRACTOR, if they are completed in a timely manner with the desired level of quality in compliance to the set in this CONTRACT items – the Full Description of the Public Procurement procedure, the Technical Specifications, the provided Price Offer and Technical Offer, submitted by the CONTRACTOR.

(4) The CONTRACTING AUTHORITY is bound to release the provided by the CONTRACTOR money warranty, which is deemed to ensure proper execution of this CONTRACTOR, pursuant to the Art. 13 of this CONTRACT.

V. RIGHTS AND DUTIES OF THE CONTRACTOR

Art. 7 (1) The CONTRACTOR has the legal right to receive the agreed amount of payment as a remuneration of its services provided to the CONTRACTING AUTHORITY under the Terms and Conditions of this present CONTRACT.

(2) The CONTRACTOR has the legal right to ask the CONTRACTING AUTHORITY for cooperation and information, which might be necessary to complete his job in a duly manner.

Art. 8 (1) The CONTRACTOR is bound to complete and provide the CONTRACTING AUTHORITY the documents, subject to execution of this CONTRACT, in accordance to Art. 1 (1) of this CONTRACT in the due dates, set in this CONTRACT.

(2) The CONTRACTOR must be active in providing publicity of the financing of this project by the European Union. All activities related to this publicity should be pursuant to the applicable rules and regulations for information provision and publicity, set in Art. 8 and Art. 9 of the Commission Regulation (EC) № 1828/2006 and Annex 1 of this Regulation. The CONTRACTOR is obliged to apply requirements for visibility and visualization. The CONTRACTOR shall put the logo of the European Union and the logo of the Operational Programme "Regional Development" 2007 - 2013 wherever appropriate. Any publication in any form and medium, including Internet, as well as any information submitted by the CONTRACTING AUTHORITY at a conference or seminar, must contain the following sentence: "This project is implemented with the financial support of the Operational Programme" Regional Development "2007 - 2013 co-financed by the European Regional Development Fund, indicating that the entire responsibility for the content of this publication is taken by the CONTRACTOR and it can not be considered under any circumstances that it reflects the official opinion of the European Union and the Managing Authority.

(3) The CONTRACTOR is bound to provide the services, stipulated in this CONTRACT in a quality manner, and in accordance to the best possible standards for professional competence, ethics and diligence.

(4) The CONTRACTOR is bound not to hinder the CONTRACTING AUTHORITY in its efforts to exercise control onto the execution of the assigned work.

(5) In execution of the contracted services, listed in Art. 1 (1) of this CONTRACT, the CONTRACTING AUTHORITY must abide to the Guidelines of the CONTRACTING AUTHORITY, which are deemed to be delivered in a written form.



(6) The CONTRACTOR is bound to accept, review and effectively react at his expense to all written instructions and appeals, provided by the CONTRACTING AUTHORITY in reference to the discrepancies in the completed work and/or omitted activities, stipulated in this CONTRACT.

(7) The CONTRACTOR is bound to inform in a timely manner the CONTRACTING AUTHORITY for any problems, which might incur during the time of execution of the CONTRACT, for any actions undertaken to resolve possible problems and/or for any requests to the CONTRACTING AUTHORITY to provide further information/instructions.

(8) The CONTRACTOR bears responsibility both for the quality of the services provided, and for the legality of these services.

(9) The CONTRACTOR is bound to abide to the requirements set in the Operational Program "Regional Development" 2007-2013 in terms of publicity measures.

VI. TEAM OF EXPERTS

Art. 9 (1) To execute all the activities, itemized in this CONTRACT, the CONTRACTOR is bound to provide a Team of Experts, accordingly to the List of Experts of the Team, in order to complete the work.

(2) The CONTRACTOR has no right to swap or substitute the key people, who are already included in the List of Experts of the Team, who are planned to execute certain activities, without the written consent, provided by the CONTRACTING AUTHORITY.

(3) The CONTRACTOR may suggest swap or substitution of a key expert in the following cases:

- in case of death of the key expert;
- in case of impossibility for the key expert to fulfill the assigned job duties for more than a month;
- in case the key expert has been legally deprived from exercising his profession or professional activities, who are directly related to the assigned job in the CONTRACT;
- in case the key expert has been found guilty by a Court and deprived from freedom for any reason;
- in case the key expert needs to be substituted due to reasons, which are not manageable by the CONTRACTOR;

(4) In cases, listed in Art. 9 (3) in this CONTRACT, the CONTRACTOR shall notify in writing, giving reasons for its proposal to change the key expert and apply evidences of any of the grounds under the paragraph above. With the notification the CONTRACTOR proposes an expert to replace the current key expert, stating qualifications, work experience and shall apply evidences. The new expert should have qualifications, skills and experience equivalent to those of the superseded expert.

(5) The CONTRACTING AUTHORITY may accept the replacement or motivated to reject of the proposed expert. In case the CONTRACTING AUTHORITY refuses to accept the expert the CONTRACTOR proposes another expert meeting the requirements of the CONTRACTING AUTHORITY with the new notification, which contains information and evidence under par. 4.

(6) Additional costs resulting from the change of key experts are at the expense of the CONTRACTOR.

(7) In the event that a key expert must be replaced in accordance with Art. 9, (3) and has gone more than 1 month before the new expert takes over his functions, the CONTRACTING AUTHORITY may require the CONTRACTOR to appoint an interim employee until the arrival of the new expert, or propose an option to offset the temporary absence of an expert.



VII. PAPERWORK AND DOCUMENTATION

Art. 10. In executing the listed terms and conditions of this CONTRACT, the CONTRACTING AUTHORITY is bound to:

10.1. To duly maintain its paperwork, archives, accounting-books and reports, and other documentation, which necessitates the proper completion of this CONTRACT, in accordance to the Community Laws and National Legislation, so that proper identification and checks may be ensured.

10.2. To duly maintain full, exact, and systematic archives in relation to the proper completion of this CONTRACT, so that these archives may serve as enough proof for further inspections to state exactly that the invoiced costs, provided by the CONTRACTOR had been born in the process of executing Art. 1 (1) of this CONTRACT. All the necessary documents in relation to this archives are virtually all documents, which refer to bills, proceedings, working schedules of the experts, tickets for air planes, other tickets, pay-slips to the experts, invoices, and other financial documents.

10.3. To duly store the archives and documentation, listed in Art. 10 (10.2.) for a period of 5 /five/ years, since the day these documents are provided to the CONTRACTING AUTHORITY, but not less than 3 /three/ years since the expiry date of the OPRD 2007-2013.

10.4. To provide full access to the documentation, related to the CONTRACT, to authorized representatives of the CONTRACTING AUTHORITY, in order to exercise controls onto the execution of the activities, listed in the CONTRACT, as well as to provide access to the Auditor, assigned to conduct an independent financial audit of the whole project, who has been assigned according to the rules of the OPRD.

Art. 11. (1) The CONTRACTOR is bound to provide the CONTRACTING AUTHORITY all presentations, pictures, and other materials, created in the process of executing the present CONTRACT. All collected data and results by the CONTRACTOR, and all the rights onto the collected data and results, no matter what their type or form is, are legal property of the CONTRACTING AUTHORITY at the moment they are created by the CONTRACTOR. The CONTRACTOR is also bound to duly care for preserving and storing these data and results until the very moment of transmitting them to the CONTRACTING AUTHORITY.

(2) The CONTRACTOR has no right to keep copies from documents or any data after the completion of the work and to use these data for aims, not related to the CONTRACT, without the written consent of the CONTRACTING AUTHORITY.

(3) The CONTRACTOR is bound to execute all necessary actions to defend the confidentiality of the information and copyrights, including the copyrights on intellectual property.

VIII. ACCEPTANCE OF THE SERVICES PROVIDED

Art. 12 (1) The CONTRACTOR shall prepare and submit to the CONTRACTING AUTHORITY the results of the activities under Art. 1, par. 1 accompanied with letters to the registry of the CONTRACTING AUTHORITY in the form required by the technical specifications. After the implementation of all activities, the CONTRACTOR shall submit a report to the CONTRACTING AUTHORITY for the overall performance of the contract.

(2) The CONTRACTING AUTHORITY is obliged in 10 (ten) working days since the date of transmittal of this Report in its Archives Department, which Report was itemized in Art. 12 (1) of the CONTRACT, to review this Report and state whether he accepts it or not, and provide written letter to the CONTRACTOR for all his arguments.



(3) In case, the CONTRACTING AUTHORITY accepts with no remarks the transmitted Report, listed in Art. 12 (1) of this CONTRACT, the parties sign a Protocol of Delivery and Acceptance, in 2 /two/ working days period, since the expiry date, listed in Art. 12 (2) of this CONTRACT.

(4) In case, the CONTRACTING AUTHORITY has certain questions, or arguments against the transmitted Report, provided by the CONTRACTOR, the CONTRACTING AUTHORITY must inform the CONTRACTOR in written form about this fact, and returns the Report back with written instruction what to be done in order any omissions, errors, discrepancies be settled. The CONTRACTOR is bound to comply with the instructions in a period of 10 /ten/ working days, since the date of accepting the Letter with the stated instruction. In this case, the parties sign a Protocol for Delivery and Acceptance for the service provided in the stated time period in Art. 12 (3) of this CONTRACT.

(5) In case, the CONTRACTOR fails to provide the second Letter of Transmittal of the Report, pursuant to Art. 12 (4) of this CONTRACT, without complying to the instructions, provided by the CONTRACTING AUTHORITY, the CONTRACTING AUTHORITY has the legal right to ask for price discount for a specific service or improperly organized event, which price discount is subject to the volume and significance of the omissions/errors/discrepancies.

(6) In case, the stated by the CONTRACTING AUTHORITY omissions/errors/discrepancies are of such a nature, which does not allow the CONTRACTOR to handle them in the time period, set in Art. 12 (4), the CONTRACTING AUTHORITY has the legal right not to accept the work at all and cancel the contractual relation, in accordance to Art. 17 (2), letters (b), (d), and the CONTRACTING AUTHORITY does not owe any payments to the CONTRACTOR. Along with the rights, listed in the previous sentence, the CONTRACTING AUTHORITY has the legal right for compensation in accordance to Art. 14 (4) of this CONTRACT.

(7) In case, the CONTRACTING AUTHORITY finds omissions and discrepancies in the organized events, according to Art. 1 (1), the CONTRACTING AUTHORITY must inform the CONTRACTOR, who is bound to comply with the provided instructions and apply them when organizing the next event.

(8) In case, the CONTRACTING AUTHORITY finds omissions and discrepancies for a second time in relation to organizing events pursuant to Art. 1 (1), the CONTRACTING AUTHORITY has the legal right to breach the contract in accordance to Art. 17 (2), letters (b), (d). Furthermore, in this case, the CONTRACTING AUTHORITY does not owe any payments to the CONTRACTOR. Along with the rights, listed in the previous sentence, the CONTRACTING AUTHORITY has the legal right for compensation in accordance to Art. 14 (4) of this CONTRACT.

IX. WARRANTY FOR CONTRACT EXECUTION

Art. 13 (1) To warrant the proper execution of the present CONTRACT, the CONTRACTOR must provide in advance a payment warranty for duly execution of contractual duties, which is computed at 3 /three/ % of the total value of the CONTRACT, without VAT, and this totals to.....in figures...../.....in words /... Bulgarian levs.

(2) The payment warranty takes the form of money, deposited in a bank account of the CONTRACTING AUTHORITY – BNB - Headquarters, IBAN - BG17 BNBG 9661 3300 1026 01, BIC code of the Bank for payments in euro - BNBGBGSD, or in the form of an unconditional and irrevocable bank guarantee to fulfill the contract originally awarded in favor of the CONTRACTING AUTHORITY by the bank or foreign bank branch who have written permission from the Bank to carry out banking activities in the Republic of Bulgaria for a period of 30 days after the expiry of the contract .The original Bank Warranty must be provided to the



CONTRACTING AUTHORITY at the moment of signing of the present CONTRACT. The Bank Warranty must have the binding clause that the Bank, which guarantees for the duly payment at the very first expression of demand of money, initiated by the Beneficiary – namely the CONTRACTING AUTHORITY, who is to declare that the services, subject to this CONTRACT, are not provided in compliance to the contractual terms and conditions. All bank costs, necessary to open, maintain and service the Bank Warranty are at the expense of the CONTRACTOR. In case the Bank Warranty is to be exercised, all bank costs, related to the exercise of this document will be at the expense of the CONTRACTING AUTHORITY.

(3) The CONTRACT execution warranty is not released by the CONTRACTING AUTHORITY if during the implementation of the CONTRACT a dispute between the parties on default of the CONTRACTOR's work has risen and the matter has been referred for resolution in court / arbitration.

(4) The CONTRACTING AUTHORITY does not exercise the Bank Warranty and cancel its conditionality in a period of 30 days after the completion of the CONTRACT, whereas no legal reasons exist to keep this Bank Warranty. The CONTRACTING AUTHORITY sets free the Bank Warranty in its full size in a dully manner, according to the clauses of this CONTRACT, the Technical Specifications, the Offer, and the Technical Offer of the CONTRACTOR. In cases of unduly, improper or not in accordance to the clauses of this CONTRACT and its Annexes, the CONTRACTING AUTHORITY has the legal right to exercise the Bank Warranty.

(5) In cases there are circumstances and reasons to set free the Bank Warranty, listed in Art. 13 (4), the very act of setting free this Bank Warranty is conducted by the CONTRACTING AUTHORITY through transmittal of the original document or through bank transfer to an account of the CONTRACTOR, when the payment warranty is cash money.

(6) The CONTRACTING AUTHORITY does not owe any interests for the time the money has been placed as a payment warranty, which is deemed to defend Art. 1.

X. RESPONSIBILITIES AND SANCTIONS

Art. 14 (1) Any delay of execution of any activities, stipulated in this CONTRACT, on the hand of the CONTRACTOR or due to CONTRACTOR's fault will result in payment sanction from the CONTRACTOR to the CONTRACTING AUTHORITY, whereas the payment sanction is counted on a daily basis as 0,5% of the value of the CONTRACT under Art. 3 (1) of this CONTRACT, but not more than 10% (ten percent). For any delay of more than 30 days, the CONTRACTING AUTHORITY has the legal right to breach the CONTRACT unilaterally, in written form, sent to the CONTRACTOR, and also the CONTRACTING PARTY is entitled to payment remedies, pursuant to Art. 14 (4).

(2) The poor performance of the activities, except the rights under Art. 12, par.5 the CONTRACTING PARTY is entitled to a penalty equal to 5% of the price of art. 3, par.1.

(3) Upon termination of the contract, due to the fault of either party of the CONTRACT, the offending party owes a penalty equal to 10% of the price of art. 3, par.1.

(4) The penalties owed by the CONTRACTOR under this CONTRACT are deducted from the performance guarantee, and in case they exceed its size the CONTRACTING PARTY shall be entitled to the difference in full size.

(5) For damages in an amount greater than the agreed amount of damages, the parties may seek compensation under the general procedure.

XI. FORCE-MAJOR CLAUSES



Art. 15 (1) None of the parties in the CONTRACT is liable for incomplete or delayed execution of any of the binding clauses, if this is considered a result due to an event, which could be considered as force-major in the sense this concept is treated by the Commercial Law and/or any unforeseeable circumstances in the sense, pursuant to §1, letter 146 from the transitional and final provisions of the Bulgarian PPA, taking into account the forthcoming damages, which may incur due to this event.

(2) If a party has been in delay before the incurrence of the force-major and/or the unforeseeable circumstances to happen, this party cannot have these events considered for legal reasons for incompleteness of its duties under the present CONTRACT.

(3) A party, which finds a force-major and/or unforeseeable circumstances in the sense of Art/ 15 (1), as a reason to not complete its duties under this CONTRACT is bound to inform the other party in written form in 10 days for the occurrence of these events, and about their influence, and possible consequences for the execution of the CONTRACT, including for the period of delay in execution of any duties in the CONTRACT. Attached to this letter, stipulated in the previous sentence the affected party puts all relevant and/or legally admitted evidences for the incurrence, nature, size of the force-major and the cause-and-effect explanations for the facts and inability to execute the CONTRACT; or the affected party provides evidences that the unforeseeable circumstances, incurred after the signing of the CONTRACT, no matter what the will of the parties is, could have been predicted, and these circumstances make impossible the completion of the contractual duties.

(4) In case, that some of the evidence, under Art. 3 is issued by competent authorities in a period, longer than the stipulated in the Art. 3, the affected party is bound to inform, according to Art. 3 the other party for the incurred circumstances, and to deliver this document immediately after its receiving from the competent authorities.

(5) For any non-informing actions under Art. 3 the affected party owes the other remedies for incurred damages.

Art. 16. (1) When a stated reason is the major-force and/or unforeseeable circumstances, the affected party is bound to take all necessary actions to limit the consequences of the major-force to come.

(2) The concerned party shall coordinate with the other party measures and actions to continue to play this part of his duties, which are not prevented by force majeure and / or unforeseen circumstances.

(3) For the duration of force majeure and / or unforeseen circumstances, the concerned party stops the execution of the contract. The affected party shall take all necessary measures to minimize the duration of the suspension and resume them as soon as the circumstances permit.

(4) The term for execution of the services under Art. 1 of the contract is extended by the time the implementation was impossible due to force majeure and / or unforeseen circumstances, and for the presence of which the other party has been duly notified and accepted its existence on the basis of documents and evidences.

(5) For the period of suspension of the execution, no payments are due.

XII. CONTRACT CANCELLATION

Art. 17 (1) The CONTRACT is discontinued, when all duties are completed, which is stipulated in the present CONTRACT. The CONTRACT is considered completely executed at the moment



of signing the Protocol for Delivery and Acceptance from both parties, according to Art. 12 and after the CONTRACTING AUTHORITY settles the last payment under Art. 4.

(2) The CONTRACT is subject to discontinuation in advance in the following cases:

a/ by mutual agreement of the parties, expressed in written form;

b/ unilaterally by the CONTRACTING AUTHORITY when written letter is sent to the CONTRACTOR, if as a result of any circumstances, which might have incurred after signing of the CONTRACT, and the CONTRACTING AUTHORITY has no fault in that, and the CONTRACTOR has no capacity to complete its duties. In this case the CONTRACTING AUTHORITY owes the CONTRACTOR a compensation for suffered direct damages from the early discontinuation of the CONTRACT;

c/ if there is a written letter, sent by either of the one parties to the other, when force-major and/or unforeseeable circumstances may have incurred under the Art. 15 (1), which events hinder the execution of this CONTRACT for a period longer than 1 month;

d/ unilaterally by the CONTRACTING AUTHORITY, if 15-day written notice is being sent in case there is duly incompleteness of services provided by the CONTRACTOR for any of its duties, stipulated in the CONTRACT, which are subject to Section: Right and Duties of the CONTRACTOR under this CONTRACT.

e/ unilaterally by the CONTRACTING AUTHORITY without any further notice, when the overall execution of the CONTRACT or the execution of a certain phase for completion of duties under this CONTRACT does not match to the subject of the CONTRACT, or in cases when execution of the CONTRACT is at such bad quality, that its results cannot serve the needs they were meant to serve (contains numerous discrepancies, which cannot be fixed or were not fixed after further instructions were sent under Art. 12 (2) or Art. 7).

XIII. COPYRIGHTS

Art. 18 (1) Parties agree that pursuant to Art. 42 (2) of the Copyrights Law and all similar rights, authorship onto all components of the subject of this present Public Procurement procedure, and all materials, created by or in relation to the execution of the CONTRACT, is pertained to the CONTRACTING AUTHORITY in the volume these items could have been property of the author. The CONTRACTOR guarantees that any third parties will not have any legal authorship rights onto the created documents or the results.

(2) In case there is a Court Decision, which had been already put into force or in case the CONTRACTING AUTHORITY and/or the CONTRACTOR find out that creation of a certain document under Art. 1 in execution of this CONTRACT, violates authorship rights of any third person, the CONTRACTOR is bound to change the document in such a way, which will make possible for the CONTRACTING AUTHORITY to use the document without violation of other peoples' copyrights.

(3) The CONTRACTING AUTHORITY informs the CONTRACTOR for any demands for violation of authorship rights stated by third persons in a 7-day period since this comes to a known fact. In case, any third parties do have reasons to pretend for authorship, the CONTRACT is liable for all this result and suffers all damages, stemming from that. The CONTRACTING PARTY may summon the CONTRACTOR in an eventual argument for violating authorship rights, as a result of the completion of the CONTRACT.

(4) The CONTRACTOR pays to the CONTRACTING AUTHORITY compensation for suffered damages and missed opportunities, as a result of undisputedly acknowledgement of copyrights violation.



XIV. CONFIDENTIALITY

Art. 19 (1) The CONTRACTOR must abide to strict confidentiality in reference to all facts, evidences, data, documentation, and other information, which it might come to know in the process of executing this CONTRACT, no matter this information relates to the CONTRACTING AUTHORITY or third parties. This clause binds the CONTRACTOR, all its branches, all controlled by the CONTRACTOR companies and organizations, all of the CONTRACTOR's employees – permanent and temporary, including staff and entities. This clause is binding for the period of execution of the CONTRACT, and it is binding in case of breach of the CONTRACT, and it is binding after the completion of the CONTRACT. The CONTRACTOR is considered property liable for any damages, which may result for not abiding to this clause. This binding clause does not relate to provision of information, which might be required by competent state institutions, when it is required by the CONTRACTOR by the law or is ordered by a competent Court.

(2) Any of the parties in this CONTRACT is bound not to publicize or inform third parties, without the written consent of the other party of any confidential information, which might become knowledge of any of the party in the period of execution of this CONTRACT, unless this is required by the law or any specific regulation, which necessitates delivery of information to a competent state body. Non-confidential is the information, which relates to the full name of the CONTRACT, the value of the CONTRACT, and the subject of the CONTRACT, as these items could serve the future needs of the CONTRACTOR to present its capacity for delivering duly professional duties.

(3) The CONTRACTOR guarantees confidentiality in using the provided by the CONTRACTING AUTHORITY information, documents, materials, and others; and the CONTRACTOR also guarantees that this information will not be passed to third parties, unless these parties have the legal right to obtain some information, documents, and/or materials.

XV. CHECKS AND AUDITS OF THE COMMUNITY BODIES

Чл. 20 (1) The CONTRACTOR shall maintain accurate and systematic records, as well as full and accurate accounting and other business records for the rendered services that allow to determine whether the costs actually incurred in connection with the CONTRACT.

(2) The CONTRACTOR shall keep all documents for the execution of this CONTRACT as follows:

- For a period of three (3) years after the completion and reporting of the Operational Programme "Regional Development", i.e. not earlier than 31 August 2020.
- For a period of three (3) years after the partial closure of the project, according to Art. 88 of Regulation 1083/2006.

(3) The CONTRACTOR shall assist the Managing Authority, national and European legal, audit and control bodies, including the Certifying Authority for the Structural and Cohesion Funds of the European Union, the Bulgarian Council for coordination in fight against infringements affecting the financial interests of Justice (AFCOS), the European Commission and the European Anti-Fraud Office (OLAF), European Court of Auditors and external auditors conducting audits, the performance of their powers under the Community and the national law on inspection, audit, etc.. Such checks may be made within 3 (three) years after completion of the Operational Program.



(4) The CONTRACTOR shall ensure that the rights of the European Commission, European Anti-Fraud Office and the European Court of Auditors to perform audits and inspections will be applied under the same conditions and the same rules set forth in this Article, in respect of any subcontractor or other party, benefiting from EU funds.

(5) The CONTRACTOR shall implement measures and recommendations contained in the reports of spot checks.

(6) The CONTRACTOR shall comply with the requirements for implementation of measures for information and publicity for projects financed by OPRD.

OTHER TERMS AND CONDITIONS

Art. 21. The parties in this CONTRACT may not change it. Any alterations in the CONTRACT should be considered exceptions, if are in line with Art. 43, par. 2 of the Bulgaria PPA.

Art. 22. (1) Any correspondence and messages between the parties in reference to the completion of this present CONTRACT, should be delivered in written form, and will be considered valid, if are duly signed by designated empowered persons and are send by post (with acknowledgment of receipt), by fax or delivered by courier against signature of the receiving party.

(2) For valid addresses for correspondence purposes, any correspondence related to the execution of this CONTRACT, should be mailed to:

CONTRACTING AUTHORITY:

Address:

Tel.:

Fax:

E-mail:

CONTRACTOR:

Address:

Tel.:

Fax:

E-mail:

(3) In case of any changes in Art. 22 (2) of this CONTRACT, the party, which happens to undertake the changes, must inform in written form in a 5-day /five/ period the other party for the initiated changes.

Art. 23. For any issues, not settled in this CONTRACT, the parties agree to apply to ruling of the Bulgarian legislation.

Art. 24. The language of communication in executing this CONTRACT is the Bulgarian language; this relates to documents composition, correspondence, working meetings, and others. Any costs, which might incur for translation purposes, if the CONTRACTOR or its staff might need to do, are at the CONTRACTOR's expense. If not agreed anything else, the Bulgarian language is mandatory for this CONTRACT.

Art. 25. Any disagreements between the parties, which might stem from or be related to this CONTRACT, including controversy, related to or stem from the clauses for invalidity, cancellation, execution, modification, ambiguity, will be solved in Court, in accordance to the ruling of the Bulgarian legislation.

Art. 26. Non-separable part of this CONTRACT are the following:



The Price Offer, submitted by the CONTRACTOR;
Full description of the object of the contract and the technical specifications;
Offer of the CONTRACTOR;
Technical offer;
List of experts.

Art. 27. In any cases of controversy of already agreed between the parties terms and conditions with the ruling norms and acts, applicable to the Subject of the CONTRACT, these agreed terms and conditions will be considered void, and will be substituted by the respective normative rules and regulations, without this being legal reason for breach of any parts of the CONTRACT and/or the CONTRACT, as a whole. Invalidity of some clause of the CONTRACT does not lead to invalidity of other clauses of the CONTRACT and/or the CONTRACT, as a whole.

This present CONTRACT has been signed in three identical copies, of which two are held by the CONTRACTING AUTHORITY, and one is held by the CONTRACTOR.

On Behalf of
THE CONTRACTING AUTHORITY:

.....

Ttraycho Traykov
Minister of Economy, Energy, and
Tourism /MEET/

.....

Silvia Bacheva
State Expert in Direction "Tourism Policy",
Authorized by Order № RD 16-892 of 27.07.2010,
Amended with Order № RD 16-455 of 27.04.2011

On Behalf of
THE CONTRACTOR:

.....
/Seal and Signature/



XIV. TECHNICAL RULES FOR SYMBOLS USING

During the implementation of all activities for provision of information and publicity of their projects, the beneficiaries will have to hold on to the technical rules, described in Annex INFORMATION AND PUBLICITY MEASURES FULFILMENT GUIDE under Operational programme "Regional development" 2007-2013.



XV. ANNEXES

ANEX 1 Offer's model

OFFER

for participation in procedure for public procurement award with the following subject:

"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT" carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

1. IDENTIFICATION OF THE TENDERER:

The following offer is submitted by

/company's name and UIC/ and
signed by

/full name and data
according to Identity card
/ in the capacity of

/position/

2. ADMINISTRATIVE INFORMATION

1. Address:

/code., city., municipality, residency, street, apartment flat, apartment/

telephone No:

fax No:

e-mail :.....

2. Contact person:

3. Position:

telephone/ fax №

4. Servicing Bank:

5. Number of account in which the guarantee for participate will be refunded:

6. Holder of the account:

Dear Madams and Sirs,

We declare that we wish to participate in the procedure for selection of contractor for public procurement "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND



MANAGEMENT" under the conditions announced in the documentation for participation and accepted by us.

We declare that during the implementation of the procurement we will use / not use a subcontractor (delete as appropriate) who will participate in type of work that the subcontractor will perform and share with which the subcontractor will participate in the implementation of the respective position / positions of the announced public procurement.

Identification:.....

...

/ In case of using a subcontractor/s FORM 8 must be completed /

The conditions and commitments in this offer are valid fordays / min 90 calendar days / from the deadline for submission of the offers.

We do agree with the terms of the project contract and the maximum acceptable period for the procurement implementation which is 06.11.2012.

The submission of this offer certifies unconditional acceptance of all requirements and obligations imposed by the contracting authority in conducting the procedure.

We assume that the choice of the Contracting authority is solely and exclusively his own right.

Applications:

- 1. Documents required by the contracting authority;**
- 2. Technical proposal content required by the contracting authority;**
- 3. Offered price;**
- 4. List of documents under items 1-3**

Date:

Signature and seal:.....

**ANNEX 2 – TECHNICAL OFFER**

TO
MINISTRY OF ECONOMY, ENERGY AND TOURISM
8 "Slavyanska" Str.
Sofia

TECHNICAL OFFER**OF**

From : _____
(tenderer's name)

address: _____, tel.: _____, fax: _____, e-mail:

Dear ladies and gentlemen,

With the present, we submit our technical proposal for implementation of the public procurement with subject:

"**BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT**", opened with Decision N by

Our proposal for implementation of the present procurement is the following:

1. Short presentation of the tenderer (max 2 pages):

The tenderer must describe here:

- ✓ *Short tenderer's history; if the tenderer is consortium, there must be history for each member and for the consortium as a whole;*
- ✓ *The subject, resources and organizational equipment;*
- ✓ *Previous experience in similar procurements;*
- ✓ *Any other additional information related to the procurement's execution.*

1. Understanding of each one of the phases and activities:

- 1.1 Understanding of each one of the phases, their implementation management and monitoring – *propose your vision on the logical coherence of each phase to the specific outputs achievement*
- 1.2 Understanding of each specific activity's role, its coherence to the phase it is included in accordance with the technical specifications – *describe the role of each one of the activities and its coherence to the relative phase.*

2. Description of the methodology and monitoring of the implementation of each one of the activities

2.1. PHASE ONE – *Bulgaria brand destination strategy development, consultant services under the strategy and analyses and additional researches elaboration*

2.1.1. Analysis of the results, achieved throughout execution of Project 1 "Marketing Researches and Evaluation of Effectiveness of the Nationwide



Marketing”, contract №: BG161PO001/3.3-01/2008/001-1, under the OPRD, and additional researches.

- Describe what kind of source of information you will use in order to develop the analyses and researches.
- Describe the additional researches which are necessary for building the architecture and vision and then turning them into art creative for advertising campaigns.
- Present the selected tourist destinations that will be included in the additional researches and prove your choice.
- Which are the methods that you will use for research and analyses development?
- Specify information which will be researched and prove the choice of that information.

2.1.2. Legal Analysis for building a concept for the ownership of the products, which will result from the Project. This Legal Analysis must be an integrative part of the Integrated Management of National, Regional and Product Brands.

- Describe the methodology for legal analysis development as you try to guarantee its clearness, the distinctiveness of the separate conclusions, and the good practices selection applicable in Bulgaria.

2.1.3. Elaboration of a Strategy for Branding “Destination Bulgaria”

- Select strategic approach applicable to the tourist marketing and adequate to the actual tourist product and expectations of target groups and “Sustainable tourism development in Bulgaria”;
- Present your Destination Bulgaria brand conception including initial information about:
 - Vision;
 - Mission;
 - Goals;
 - Key audiences;
 - Product positioning;
 - Individuality;
 - Emotional benefits and associations;
 - Messages ;
 - Advisable symbols.

2.1.4. Consultation and approval of “Destination Bulgaria” brand strategy with the tourist sector, its associations and other interested parties

- Propose how to conduct and organize the discussions and consultations and the cities where this could be done.
- Propose a list of representatives from tourism field, associations, media and other interested parties who will take part in the discussions of the developed Destination Bulgaria brand strategy.

2.2. PHASE TWO – Development of creative proposals for the national brand, sub-brands and regional brand

2.2.1. Representation of the logo, slogan and set of characters of “Destination Bulgaria” brand



- Propose logo, slogan and symbols of Destination Bulgaria brand methodology and describe in details the techniques and methods which will be used in the process of work organization of the logo, slogan and symbols of Destination Bulgaria brand.
- Describe how this will correspond to goals, specifications, manner and outputs of the work on the elaboration of the logo, slogan and symbols of Destination Bulgaria brand.
- How will the coherence of logo, slogan and symbols to the suggested Destination Bulgaria brand strategy be guaranteed?

2.2.2. Development of product brands as sub-brands of "Destination Bulgaria"

- Propose your brand strategy for elaboration of product brands as sub-brands of Destination Bulgaria brand and connect it with the proposed Destination Bulgaria brand strategy
- Propose methodology for design of logo, slogan and symbols for the product brands as sub-brands of Destination Bulgaria brand which corresponds to the goals, specifications, manner and outputs from the work for design of logo, slogan and symbols of product brands as sub-brands of Destination Bulgaria brand
- Describe how you will guarantee the coherence with the proposed Destination Bulgarian brand strategy.

2.2.3. Development of a branding strategy for the tourist areas, development and production of at least one pilot regional tourist brand

- Propose your Tourist regions brand strategy development and at least one pilot tourist regional brand development and related to Destination Bulgarian brand strategy.
- The proposed logo, slogan and symbols methodology for the pilot tourist brand must correspond to the goals, specifications, manner and outputs of the work on the elaboration of logo, slogan and symbols for the pilot regional tourist brand
- Describe how you will guarantee their coherence to the proposed Destination Bulgaria brand strategy.

2.3. PHASE THREE - Testing of the proposed brands on the domestic and foreign markets

2.3.1 Testing of the national, product and regional brands on the domestic and foreign markets.

- Propose selection of pilot regional tourist brand methodology;
- Propose methodology for testing the proposed brands on the internal and external markets.



2.3.2. Elaboration of a manual for the proper use of the national symbols, product and regional brand

- Propose methodology Development of manual for the proper use of the national symbols, product and regional brand and ways of its dissemination and popularization.

3. Determination of possible risks and measures for their overcoming

- Determine the potential risks in the process of procurement implementation, define their relevant influence and propose adequate measures for their prevention

4. Allocation of human resources proposed by the tenderer and identification of team's functions for the procurement implementation based on specifications of phases for activities and technical specifications execution.

- Propose experts for the procurement implementation;
- Define their tasks and responsibilities in accordance with the planned activities;

The organization and plan must correspond to the activities range foreseen in the technical specification.

2. Detailed activities time-schedule

Propose activities time-schedule as:

- Foresee time for all phases of activities implementation;
- Allocate the activities in time in balanced manner allowing their execution in due time;

The organization and implementation plan must be in compliance with the activities range foreseen in the terms of reference.

We will be committed to the obligations and conditions of this offer and technical proposal(....).. calendar days, counted from the offer's submission date.

The submission of the present offer and technical proposal certifies the unconditional acceptance of all requirements and obligations in the tender documentation.

We accept that the Contract authority's choice is his one, only and explicit right.

As inseparable part of the present offer we submit:

Date:2012

Signature and seal:



TO
**THE MINISTRY OF ECONOMY,
ENERGY AND TOURISM**
STR. „SLAVIANSKA“ № 8
SOFIA

OFFERED PRICE**FROM**

.....
/name of the tenderer/

Dear Madams and Sirs,

After examining the documentation for participation in procedure for public procurement award with the following subject:

**“BRAND “BULGARIA” STRATEGY DEVELOPMENT, PRODUCT AND
REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED
BRAND MANAGEMENT”**

carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

Our offer is to execute the procurement in the identified by the Contracting authority deadlines and under the following conditions:

The price we offer is:

..... leva (without VAT) VAT included. The offered price includes:

1. Advance payment of value Euro, representing 10% (ten) of the contract value under Article 3 (1).
2. Bulgaria brand destination strategy development, consultant services under the strategy and analyses and additional researches elaboration
3. - [•] /figures/, [•] /in words/ leva without VAT ;
4. Development of creative proposals for the national brand, sub-brands and regional brand - [•] /figures/, [•] /in words/ leva without VAT ;
5. Testing of the proposed brands on the domestic and foreign markets - [•] /figures/, [•] /in words/ leva without VAT .

Note: The given prices should be without VAT. The tenderers registered according to the Law on VAT, indicate also the prices with VAT included.

That total amount given by the tenderer must cover all costs of the execution of the procurement.



We assume that only we will be responsible for any errors or omissions in the calculation of our proposed price.

2. Conditions and method of payment

We assume that the method of payment is under the terms of the contract for public procurement award, which terms we accept.

We accept the validity of our proposal to be calendar days from the date of our offer, it will remain linked to us and may be accepted at any time before the expiry of that period.

Date:2012

Signature and seal:



ANNEX 4

**DECLARATION * FOR REGISTRATION ACCORDING TO THE
TRADE REGISTER ACT**

The undersigned :

(full name)

In the capacity of

(position)

Of tenderer:,
tenderer in the procedure for public procurement award with the following subject:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with
the financial support of the Operational Programme "Regional Development" 2007-2013,
financed by the European Union through the European Regional Development Fund.

DECLARE THAT:

The tenderer I represent is registered under the Trade Register and his unique identification
code (UIC) is:

(signing date)

Tenderer: _____
(signature and seal)

** This declaration must be completed by the representative of the tenderer.*



DECLARATION

**for the absence of the circumstances under art.
47 par. 1, p.2 and p.3 and art.2, p.1, p.3 and p.4
of the Public Procurement Act**

The undersigned :
(full name)

In the capacity ofof.....
(position and name of company)

With address of establishment and management:.....
....., phone/fax:....., registered in the Trade registry with UIC....., tenderer in the procedure for public procurement award with the following subject:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

DECLARE THAT:

- 1.The tenderer I represent is not declared bankrupt;
2. The tenderer I represent is not in liquidation or in similar in the above procedures under his national laws and regulations.
3. The tenderer I represent is not in an open process of bankruptcy and has not concluded any out-of-court agreement with its creditors under the sense of art. 740 of the Commercial act and is not under similar procedure according to national laws and sub-law acts. The entity's activity is not under the regulations of court and is not terminated.
4. The tenderer I represent /I do not/does not have any monetary obligations to the state or to the municipality under the sense of art. 162, par.2 from Tax-insurance process code, determined by act of the competent body unless there were extension or postponement of the obligations, or monetary obligations related to the social insurance, or of taxes in accordance with the legal norms of the state in which I am established.
5. The tenderer I represent does not have administrative punishment for hiring foreign citizens illegally living in the state for the last 5 (five) years.

In case of any changes in the declared circumstances I am obliged to notify the Contract authority immediately after they have occurred.

I will submit the documents issued by the competent body for certification of absence of the above mentioned circumstance, when signing the contract with the Contract authority.

I am familiar that for stating false data I will bear penalty responsibility under art. 313 of the Penalty code.

(signing date)

Declarant: _____



Notes:

The Declaration is obligatory signed by the persons referred to in Article 47, paragraph 4 of PPL.

The circumstances of art. 47, par. 1, item 2 and item 3 of the Public Procurement Act apply to the state of the tenderer and not to his representative / representatives.

When the persons referred to in Art. 47, par. 4 PPA, according to the type of tenderers are more than one person, the declaration should be completed by all persons with power of representation, according to PPA.

The fact of art. 47, par. 2, item 3 of the Public Procurement Act applies to the state of the tenderer and not to the representative's/representatives'.

In the case that the tenderer is an association, the declaration should be presented by the person / persons who represent the tenderer and by any physical or legal person involved in the merger, according to Art. 47, par. 4 ppl.

Where the declarant is a foreign citizen, the declaration shall be presented in translation.

When the tenderer provides services of subcontractors, the document is presented for each of them accordingly.

**DECLARATION**

According to Article 47, paragraph 1, p.1 and art.2, p.2 of Public Procurement Act

(this is filled in by the persons stated in art.47, par.4 of PPA in accordance with the status of each tenderer/sub-tenderer)

The undersigned :

(full name)

In the capacity of (position and name of company)..... of..... with address of establishment and management:.....,

phone/fax:....., registered in the Trade registry with

UIC.....tenderer **in procedure for public procurement award with the**

following subject:

"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

DECLARE THAT:

1. **I am not convicted with sentence in power of:**
 - a) **crime against financial, tax or insurance system, including money laundry, under art. 253-260 of the Penalty code;**
 - b) **bribe under art. 301-307 of the Penalty code;**
 - c) **participation in organized crime group under art. 321 and 321a of the Penalty code;**
 - d) **crime against property under art. 194-217 of the Penalty code;**
 - e) **crime against economy under art. 219-252 of the Penalty code;**

2. **I am not taken the right to exercise concrete profession or activity according to the legislation in the state in which I exercise or have exercised the profession or the activity.**

In case of any changes in the circumstances I am obliged to notify the Contract authority immediately after they have occurred.

I will submit the documents issued by the competent body for certification of absence of the above mentioned circumstance, when signing the contract with the Contract authority.

I am familiar that for stating false data I will bear penalty responsibility under art. 313 of the Penalty code.

(signing date)

Declarant: _____



Notes:

When the persons referred to in Art. 47, par. 4 PPA, according to the type of tenderers are more than one person, the declaration should be completed by all persons with power of representation, according to PPA.

The fact of art. 47, par. 2, item 3 of the Public Procurement Act applies to the state of the tenderer and not to the representative's/representatives'.

In the case that the tenderer is an association, the declaration should be presented by the person / persons who represent the tenderer and by any physical or legal person involved in the merger, according to Art. 47, par. 4 ppl.

Where the declarant is a foreign citizen, the declaration shall be presented in translation.

When the tenderer provides services of subcontractors, the document is presented for each of them accordingly.

**DECLARATION****art. 47, par. 5 of the Public Procurement Act**

(this is filled in by the persons stated in art.47, par.4 of PPA in accordance with the status of each tenderer/sub-tenderer)

The undersigned :

(full name)

In the capacity of of.....

(procurator, member of management/ control body) (company)

Of tenderer:
 registered under company file №.....in the inventory for year
 ofdistrict court/ UIC in the Commercial register with the
 headquarters

tenderer in the procedure for public procurement award with the following subject:
 "BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
 DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with
 the financial support of the Operational Programme "Regional Development" 2007-2013,
 financed by the European Union through the European Regional Development Fund

DECLARE THAT:

1. I'm not a member of management or supervisory body as well as temporary performing such duties, including sales agent or a related party within the meaning of § 1 item 1 of the supplementary Provisions of the Law on prevention and conflict of interest with the contracting authority or with senior employees in his organization.

2. I did not sign a contract with a person under Art. 21 or 22 of the Law on Prevention and conflict of interests. When changes in circumstances declared undertake to notify the contracting authority immediately upon their occurrence.

I will submit the documents issued by the competent body for certification of absence of the above mentioned circumstance, when signing the contract with the Contract authority.

I am familiar that for stating false data I will bear penalty responsibility under art. 313 of the Penalty code.

 (signing date)

Declarant:
 (signature)



Specifications on the DECLARATION

art. 47, par. 5 of the Public Procurement Act

The declaration must be signed by the persons referred to in Article 47, paragraph 4 of the PPA, according to the type of tenderer.

In the case that the tenderer is an association, the declaration should be presented by the representative or representatives of the association. The declaration should also be presented by physical and legal persons involved in the composition of associations, according to Article 47, paragraph 4 of the PPA.

When the tenderer provides services of subcontractors, the document is presented for each of them accordingly.

Where the declarant is a foreign citizen, the declaration shall be presented in translation.

"Related persons" within the meaning of § 1 item 1 of the Supplementary Provisions of the Law on prevention and conflict of interest are:

1. spouses who are in actual cohabitation, lineal relatives, collateral - to the fourth degree, and relatives by marriage - to the second degree, and
2. natural and legal persons with which the person holding public office is located in the economic or political relationships that gives rise to reasonable doubts about his impartiality and objectivity

Management positions in administration are listed in the Unified classifier of administrative positions, section "A".

Person under Article 21 of the Law on prevention and detection of conflict of interest is a person holding public office, except a person under art. 3, items 1, 2, 3, 6, 11, 12 and 20 who is not authorized for one year from dismissal from office to conclude employment contracts with other companies or cooperatives, for which in the past year execution of the powers or duties of office has acted on the orders, regulation or control or conclude contracts with them and be a partner, own shares or shares to the manager or member of a body of management or control of such companies or cooperatives. Restrictions also apply to companies associated with these.

Person under Section 22 of the Law on prevention and detection of conflict of interest is a person holding public office, which during the last year of his powers or duties of office is involved in the conduct of procurement procedures or procedures related to the provision of funds belonging to European Union or from the European Union of the Bulgarian state is not entitled for one year from dismissal from office or to participate to represent physical or legal person in the institution of such proceedings, in which position. The ban on participation in public procurement procedures or procedures related to the provision of funds belonging to the European Union or from the European Union of the Bulgarian state, apply to a legal entity in which the public entity has become a partner, owns shares or manager or member of management authority or supervision after his release from office.



DECLARATION

Consent to participate as a subcontractor

The undersigned :

(full name)

In the capacity of

(position)

Of tenderer:, in

procedure for public procurement award with the following subject:

"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

DECLARE THAT:

The person I represent.....

, **expresses consent to participate as**

/ specify the company you represent /

Subcontractor of

..... in the execution

/indicate the tenderer you're subcontractor of/

of public procurement with the following subject:.....

The type of work that will be performed by the subcontractor:.....

The share of participation in the implementation of..... public procurement with the following subject:.....is

List the specific types of work that will be met by you, and the share of your participation.

We are aware that with the intend to be a subcontractor we may not participate in the above procedure with an independent bid.

Date:

Declarant:



EVIDENCE FOR TECHNICAL FEATURES

List of major contracts in accordance with article 51, paragraph 1, item 2 of the PPA

The undersigned :
(full name)

In the capacity of
(position)

Of tenderer:, in
procedure for public procurement award with the following subject:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with
the financial support of the Operational Programme "Regional Development" 2007-2013,
financed by the European Union through the European Regional Development Fund

DECLARE THAT:

The tenderer represented by me has concluded the following major contracts for services similar to services commissioned under this procurement, during the last 3 years:

List of major contracts for services similar to the subject of this procurement executed by the tenderer during the last three years (completed by the deadline for submission of tenders for this contract) with the specified subject of the contract price, location, time of implementation, brief description of activities under the contract and customers:

Executed contracts Years (I, II, III) No	Contract's subject	Place of execution	Start and end dates of execution of the contract	Contract price	Brief description of the activities under the contract	Contracting authority – address, telephone, fax,e-mail
1.						
2.						
3.						

* The serial number of the last line in the statement of this form does not limit the number of abusive evidence to present.

Circumstances concerning the contracts declared in the list shall be accompanied by certified by the tenderer references for satisfactory execution of contracts issued by the customer, together with copies of contracts, for which references are represented; if there is information on contracts which are confidential, this part (with confidential information) is deleted.

From the report presented above should be unambiguously clear: the value of the contract period of performance (start and end date of execution of the contract), the subject of the contract and the contracting parties.

Date:.....

Declarant:.....



EVIDENCE FOR ECONOMIC AND FINANCIAL SITUATION

**Information on total turnover and turnover from similar services
in accordance with Article 50, Paragraph 1, Item 3 of PPA**

The undersigned :
(full name)

In the capacity of
(position)

Of tenderer:, **B**
procedure for public procurement awarding with the following subject:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS
DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with
the financial support of the Operational Programme "Regional Development" 2007-2013,
financed by the European Union through the European Regional Development Fund

I declare that the tenderer I represent has:

1. Total turnover during the last 3 (three) ended financial years:

	First year	Second year	Third year	Total
Total turnover (euro)				

Date:.....

Declarant:.....

*** In case the tenderer takes part as union/consortium the table will be filled in separately for every member of the group/consortium



ANNEX 10

LIST OF THE EXPERTS PROPOSED BY THE TENDERER FOR THE IMPLEMENTATION OF THE CONTRACT

The undersigned :
(full name)

In the capacity of
(position)

Of tenderer:, **B**
procedure for public procurement awarding with the following subject:
"BRAND "BULGARIA" STRATEGY DEVELOPMENT, PRODUCT AND REGIONAL BRANDS DEVELOPMENT AND INTRODUCTION OF INTEGRATED BRAND MANAGEMENT", carried out with the financial support of the Operational Programme "Regional Development" 2007-2013, financed by the European Union through the European Regional Development Fund

DECLARE THAT:

1. During the execution of the activities in the public procurement I will use the following experts:

Full name	Position in the execution of the project	Existence of a relationship with the tenderer / employment, contract or other /	Experience / type, years/	Education /qualification/

2. For the time of execution of the contract I will ensure the permanent presence of the experts from the key staff in the Republic of Bulgaria and their active participation in preparing the subject of the procurement

I enclose the following documents:

- **1. CVs of each of the key experts that state the experience and qualifications required, prepared by form N° 11;**
- **2. Declarations from each of the key experts declaring commitment to the implementation of the procurement, ownership and availability for the entire project - form N° 12;**



- **3. Documents proving the necessary education, experience and qualifications of the key team of experts - diplomas, certificates, copies of contracts / civil and labor / or copies of work / insurance license / or other equivalent documents showing conclusively the experience and professional qualifications of the expert.**

.....
(signing date)

Declarant:

**CURRICULUM VITAE**

(All explanatory data, including this one, have to be erased after the CV is filled in)

Proposed position in the project:

- 1. Family name:**
- 2. First name:**
- 3. Date of birth:**
- 4. Nationality:**
- 5. Education:**

Educational institution (from date – to date)	Graduated degree/degrees or diploma/diplomas:

- 6. Language skills:** Please specify the degree of command of language as of 1 to 5 scale (1 – excellent; 5 – poor)

Language	Oral	Written

- 7. Current position:**
- 8. Length of service in the company:**
- 9. Key qualifications:** (related to the project)

**10. Professional experience**

From date to date	Place	Company	Position	Description
				<i>This column should contain the following information:</i> 1. Title of the project by which the work has been done, a brief description of the project, describing the work in accordance with the requirements to the experts in this procedure

Declarant:

(Full name and signature)



DECLARATION

The undersigned
(Full name)

In my capacity of
(type of key expert according the offer)

tenderer:
(tenderer's name)

DECLARE THAT:

- 1. I am at disposition to undertake the work of this project for the whole contract duration
- 2. I undertake to participate exclusively in the implementation of the procurement (as I prefer its performance to other current and future projects and commitments) and I will be available throughout the term of execution - to its adoption by the Contracting authority;
- 3. I take the obligation to work in accordance with the offer of this tenderer for qualitative execution of the subject of the procurement;
- 4. Data and information that I declare in my CV are true.
- 5. I agree that any intentional false information may result in tenderer's elimination.
- 6. I will respect the ethical clauses contained in this documentation.
- 7. I will not distribute for any reason and under any pretext data relating to the procurement, become known in connection with my participation in the procedure.

I am aware of the responsibility under the Penal Code for indicating the incorrect data.

Date: Declarant:

Note: The declaration should be completed by each key expert individually.

**ANNEX 13****BANK GUARANTEE
To participate in procedures (template)**

We have been informed that our client..... [name and address of tenderer], hereinafter referred to as Tenderer will participate in the procedure opened by your decision N^o.....[insert N^o and date of the decision to initiate the procedure] for awarding of public procurement with the following subject[insert subject].

We are also informed that in accordance with the terms of the procedure and provisions of the Public Procurement Act, the Tenderer must submit with his bid a bank guarantee for participation in the procedure initiated in Your favor for the amount of (in words):..... [Insert amount in figures, words and currency undertaking pursuant to the notice of the procedure].

Given the above, we..... [name and address of Bank] hereby are irrevocably and unconditionally committed to pay to your specified bank account, the sum of (in words):..... [Insert amount in figures, words and currency of the guarantee], within 3 (three) working days after receiving your first written request containing your statement that the tenderer has committed one of the following:

- withdraw his bid after the deadline for submission of the offers;
- is appointed executor, but fails to conclude a contract within one month after announcing the decision to determine the contractor of the public procurement.

Your request for the utilization of the funds under this warranty is acceptable if it is sent to us in full text by duly encoded telex/telegraph from your bank confirming that your original request was sent to us via registered mail and that the signatures of the same is legally bind to your country. Your request will be considered after the receipt of your written request for payment or via telex, or via telegraph to the above address.

This guarantee takes effect from[insert date and time of the deadline for submission of the offers].

Our responsibility under this warranty will expire in [insert date and time consistent with the validity of the offer of the tenderer], to which date any claim under it must be received by us. After that date, the undertaking shall automatically become invalid, whether the guarantee letter is returned or not.

The guarantee must be sent back to us as soon as no longer needed or its validity has expired, whichever occurs earlier.

Warranty is personal to you and cannot be transferred.

Signature and seal,
(BANK)

**ANNEX 14****BANK
for Implementation of the Contract (template)****GUARANTEE**

We have been informed that our client[name and address of applicant], hereinafter referred to as CONTRACTOR, with your decision N°...../..... [insert N° and date of classification decision] is ranked first place in the procedure for public procurement awarding with the following subject: [specify the object and the lot, if any], who is designated as the Contractor of this public procurement.

We are also informed that in accordance with the terms of the procedure and provisions of the Law on Public Procurement in the signing of the award, the Contractor as your Employer of the said Order, shall provide a bank guarantee for good performance found in your favor for the amount of.....% [state the size of the announcement] of the total contract value, namely (in words):..... [insert figures, words and currency of the guarantee] to ensure implementation of upcoming obligations, in accordance with the agreed conditions.

Given the above, we..... [bank] with hereby irrevocably and unconditionally committed to pay you any amount claimed by you, but that total does not exceed (in words):..... [Insert figures, words and currency of the guarantee], within 3 (three) working days after receiving your first written request containing your statement that the Contractor has not fulfilled any of his contractual obligations.

Your request for utilization of the funds under this warranty is acceptable if it is sent to us in full text by duly encoded telex / telegraph from your bank confirming that your original request was sent to us via registered mail and that the signatures are legally bind to your country. Your request will be considered after the receipt of your written request for payment or via telex, or via telegraph to the above address.

This guarantee takes effect from the date of its issuance.

Our responsibility under this warranty will expire on[insert date and time of validity of the guarantee in accordance with the agreed conditions - within 10 (ten) working days after the contract's termination] until the date that any claim under it must be received by us. After that date, the undertaking shall automatically become invalid, whether the guarantee letter is returned or not.

The guarantee must be sent back to us as soon as no longer needed or its validity has expired, whichever occurs earlier.

Warranty is personal to you and cannot be transferred.

Signature and seal,
(BANK)



ANEX 15

GUAIDE LINES

For the implementation of the measures for information and publicity

From the beneficiaries of

Operational Programme "Regional

Development "2007-2013



I. Description of the information and publicity measures

The beneficiaries implementing projects OPRD co-financed by the European Regional Development Fund, should inform the public and the participants in the project about it, disclosing the EU participation in the project. For this purpose they will use:

- The flag of the EU in accordance with the graphic standards according to Annex 1 to Regulation (EC) N° 1828/2006 of the Commission;
- The name "European Union";
- ERDF logo - "European Regional Development Fund" and the slogan "Investing in your future." The name and logo of the Operational Programme "Regional Development".

In the implementation of all actions to ensure information and publicity projects, beneficiaries will be subject to the following technical rules:

a) EU flag

The image of EU is represented graphically by the EU flag, accompanied by the words "European Union", written in full.

Basic rules for the creation of a flag and setting the standard colors:

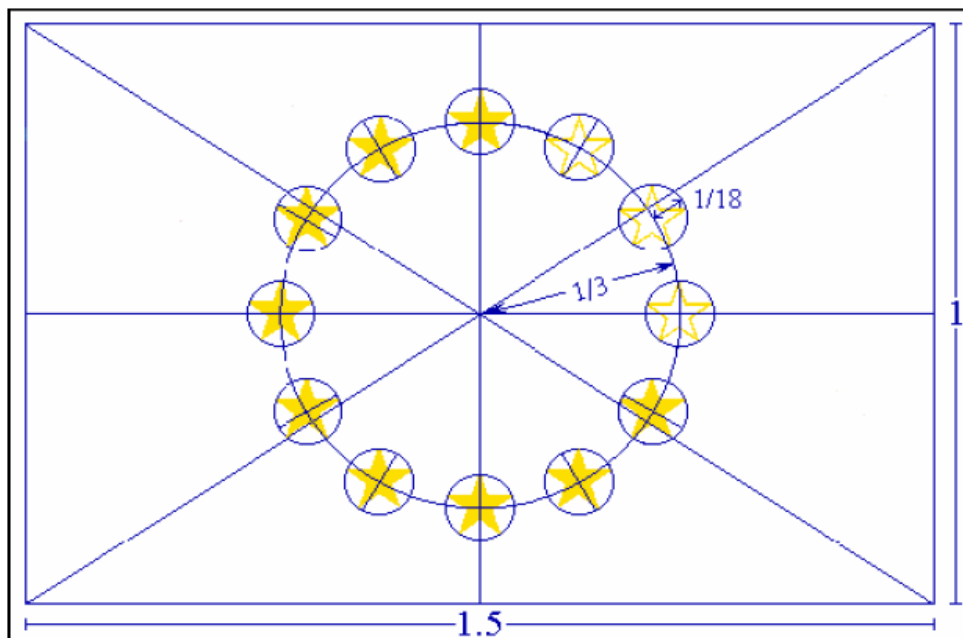
Description of symbols:

On an azure field are twelve golden stars with five points which form a circle representing the union of the peoples of Europe. The number of stars is fixed, twelve being the symbol of perfection and unity.

Heraldic description:

On an azure field a circle of twelve golden stars, their points not touching.

Description of geometry:





The flag has the shape of a blue rectangle with a wing and a half times its height. Twelve gold stars are properly distributed in an invisible circle whose center is at the intersection of the diagonals of the rectangle. The radius of the circle is equal to one third of the height of the rectangle. Each of the stars has five points of an invisible circle whose radius is equal to one eighteenth of the height of the rectangle. All stars are upright, each one of the rays pointing upwards and two rays touch the invisible line at right angles to the vertical line. The stars have such figures clock face. Their number is invariable.

Regulation colors:

The colors of the emblem are the following:

- PANTONE REFLEX BLUE for the surface of the flag
- PANTONE YELLOW for the stars.

Play in the four technology:

When using a four-printing technology, the two standard colors to be reproduced by using the four colors of the four technology:

- PANTONE YELLOW is obtained by using 100% "Process Yellow"
- PANTONE REFLEX BLUE is obtained by mixing 100% "Process Cyan" and 80% "Process Magenta"

Internet:

In the web-palette PANTONE REFLEX BLUE corresponds to color RGB: 0/0/153 (sexagesimal: 000099) and PANTONE YELLOW color RGB: 255/204/0 (sexagesimal: FFCC00).

Reproduction in monochrome technology:

With black, outline the rectangle in black and the stars in black on a white background.



Blue (Reflex Blue): This color is used 100% and the stars are shown as white negative.





Playing on a colored background

When the omission of using a colored background is impossible, put a white border with a thickness equal to one twenty-fifth of the height of the rectangle



These flags can be downloaded in a format. Eps and. Jpg from Internet address:
http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

It's preferable that the EU flag is placed on all publicity material. For paper publications, it is mandatory when the national flag is also present. The flag should be located on the same level as the national flag. It will be better if it can be printed on a white background.

b) Logo and slogan ERDF

Image of the ERDF is represented by the following logo:



ЕВРОПЕЙСКИ ФОНД ЗА
РЕГИОНАЛНО РАЗВИТИЕ
Инвестираме във Вашето бъдеще

Use the following logo in English:



Behalf of the European Regional Development Fund shall be written in full.



**EUROPEAN REGIONAL
DEVELOPMENT FUND**
Investing in Your Future

Playing black and white:
Investing in your future

Use the following logo in English:

c) Logo and slogan OPRD

Operational Programme "Regional Development" is given by the logo of the Bulgarian language:



Use the following logo in English:



Use the following logo in black and white:



Use the following logo in English:





The logo of ERDF and OPRD is accompanied by the following information:

"The project is funded by the Operational Programme" Regional Development "2007-2013, financed by the European Union through the European Regional Development Fund."

Logo ERDF and OPRD can be downloaded from the website OPRD www.bgregio.eu

d) Billboards

During the implementation of the beneficiary a billboard at the site of the activity should be put, if the project meets the following conditions:

- A. The total project cost exceeds EUR 500 000;
- b. The project includes financing infrastructure or works.

The billboard must indicate the name of the project, and the following information:

1. The emblem of the European Union in accordance with graphic standards in Annex 1 of EC Regulation 1828/2006, as well as reference to the European Union;
2. References to the European Regional Development Fund
3. Message, symbolizing the EU assistance in the specific operation: "Investing in your future."

Small Projects 2 and 3 do not apply. The information required by paragraphs 1,2 and 3 must cover at least 25% of the entire billboard.

Billboards shall be removed no later than 6 months after completion of the work and replaced with explanatory plaques.

e) permanent explanatory plaques

Beneficiaries must place an explanatory plaque that is a prominent and suitable size for the project no later than 6 months after the completion of the project if it meets the following conditions:

- A. The total project cost exceeds EUR 500 000;
- b. The project includes the purchase of physical objects or funding infrastructure or construction activities

The plate must indicate the name of the project, and the following information:

1. The emblem of the European Union in accordance with graphic standards in Annex 1 of EC Regulation 1828/2006, as well as reference to the European Union;
2. References to the European Regional Development Fund
3. Message, symbolizing the EU assistance in the specific operation: "Investing in your future."



Small Projects 2 and 3 do not apply. The information required by paragraphs 1,2 and 3 must cover at least 25% of the entire billboard.

f) Information and communication

All printed information materials (eg brochures, flyers, newsletters, diplomas and certificates of trainings, etc.) Grant from the EU should include the following:

- ERDF logo
- Logo OPRD
- The name of the project that runs
- The name of the operational program, written entirely - Operational Programme "Regional Development" 2007-2013
- The sentence "The project is funded by the European Regional Development Fund and state budget of the Republic of Bulgaria"
- The EU flag (optional) Place required when the Bulgarian national flag is also present and available at the same level as the national flag)
- OPRD website - www.bgregio.eu

For information disseminated electronically (eg websites, emails, etc.) or audiovisual material, outlined principles apply in the same way.

g) Posters

Beneficiary may place posters (for example, the premises of bodies implementing or benefiting from the results of the OPRD projects financed by the ERDF). Their role is to inform the project participants and the general public about the role of the EU and the Bulgarian state for supporting sustainable regional development, providing better access to road infrastructure, ICT, tourism, local development and cooperation.

Posters must contain the same information and information materials.

h) Notification to beneficiaries

In all notifications of aid to beneficiaries sent by the competent authorities mentioned co-financing by the European Union and Bulgaria and refers to the percentage of aid funded by the Community instrument concerned.

i) Events

The organizers of information and training events (eg conferences, workshops, information days etc.) associated with the implementation of projects under OPRD should clearly disclose that the project is co-financed by the ERDF through the OPRD using flag EU ERDF logo and the OPRD. They can do this by placing banners in the halls where the event takes place.

k) Banners - place in the halls where seminars, conferences, workshops etc. Should include:

- The name of the project that runs

Value of projects (including EU and national co-financing)

- EU flag
- The names of the ERDF and OPRD written in full
- ERDF logo and the OPRD.



l) articles, interviews - you must specify the name of the Operational Programme and the ERDF and the name of the project.

m) Mandatory activities in connection with publicity of the project

If the total project cost exceeds € 10,000, the beneficiaries must organize two information events for local and national media - for the start and completion of project activities. Their appearance should be in accordance with the scale of the project. For smaller projects must provide at least two press conferences for local media. They must ensure the presence of at least 4 members of 4 different media.

n) Voluntary activities in connection with publicity and information

If a competent authority or a beneficiary decides to erect billboards or permanent explanatory plaque to place publications or other information to take action on projects, whose volume is less than the above, similarly must indicate the Community contribution.

2. Accounting for the information and publicity

In reporting on the implementation of the project beneficiaries will provide OPRD Managing Authority (as part of interim and final technical report of the project), evidence of the measures taken for publicity and information subject to the above requirements. These can be photographs, copies of articles, links to web sites, copies of published and distributed information materials (brochures, flyers, posters, etc.) video and other materials.

Important!

The failure to meet the requirements for information and publicity of the project will be treated as an irregularity and may lead to financial corrections.