**DOCUMENTATION**

for participation in an open procedure for the award of public procurement contract according to Art. 20, para. 1, item 1, 5a and 6 of the Public Procurement Act (PPA)

with subject:

“Ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria”,

CPV Code 79416200-5 - Public relations consultancy services, with subject according to Art. 3, para.1, item 3 of PPA and

prognosis value: 500 000 BGN excluding VAT, defined according to Art.21, para.11of PPA

Sofia 2017

**CONTENTS:**

**I. GENERAL INFORMATION**

1. Subject matter of the contract
2. Place of performance
3. Delivery deadline
4. Information about the Presidency of the Council of the EU
5. Goal of the contract

**II. CONTRACT DESCRIPTION (TECHNICAL SPECIFICATION)**

1. Subject matter of the public procurement contract
2. Short description of the contract
3. Specific objectives (tasks) of the contract
4. Tasks and activities included in the scope of the public contract
5. Geographic area
6. Target groups
7. General remarks

**III. REQUIREMENTS FOR THE PERFORMANCE**

**IV. Requirements for the tender**

**V. Communication between the Contracting Entity and the participants**

**VI. Terms and procedure for obtaining the Tender Documentation**

**VII. SELECTION CRITERIA**

**VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

**IX. EXCLUSION GROUNDS. MEASURES ENSURING RELIABILITY**

**X. GUIDELINES FOR THE PRESENTATION OF INFORMATION IN ESPD**

**XI. EVALUATION METHODOLOGY**

**XII. VALIDITY PERIOD OF TENDERS**

**ХІІІ. Tender content**

**XIV. CLARIFICATIONS IN CONNECTION WITH THE DOCUMENTATION FOR PARTICIPATION**

**ХV. PERFORMANCE GUARANTEE**

**ХVІ. SIGNING THE CONTRACT**

**XVIІ. STANDARD FORMS OF DOCUMENTS AND INSTRUCTIONS FOR THEIR PREPARATION**

**XVIІІ. Draft contract**

**Annexes:**

* Standard Form No. 1 – Proposal for implementation of the contract
* Standard Form No. 2 Declaration for non-disclosure of information
* Standard Form No. 3 – Declaration of the absence of relations with another participant
* Standard Form No. 4 – Declaration of the absence of the circumstances referred to in Article 3, Item 8 in conjunction with Article 4 of the Economic and Financial Relations with Companies Registered in Preferential Tax Jurisdictions, the Persons Controlled Thereby and their Beneficial Owners Act
* Standard Form No. 5 – Price proposal for the implementation of the public contract
* Standard Form No. 6 – Statement of confidentiality

**I. GENERAL INFORMATION**

1. **Subject matter of the contract**: Service to ensure publicity through media and communication services to the Bulgarian Presidency of the Council of the European Union outside Bulgaria.
2. **Place of performance:** The main activity under the contract will be implemented in Brussels, the Kingdom of Belgium; the accompanying activities – in Sofia, other cities and towns in Bulgaria and other countries in the European Union, in accordance with the Technical Proposal of the Contractor and the minimum requirements in the Technical Specification.
3. **Delivery deadline:** according to a time-schedule proposed by the participant and approved by the contracting entity; the activities must be planned for the period between 15 December 2017 and 30 July 2018.
4. **Information about the Presidency of the Council of the EU:**

The Presidency of the Council of the EU organises the work of the Council and chairs meetings at all levels in Brussels and Luxembourg as well as meetings in the country holding the presidency, with the exception of the Foreign Affairs Council. The presidency also chairs meetings of the Permanent Representatives Committee (Coreper), and working parties and committees. The presidency also ensures that the Council’s rules of procedure and working methods are correctly applied and that discussions are conducted regularly.

The presidency represents the Council in relations with the other EU institutions, interacts with the other Member States and the General Secretariat of the Council of the EU, the Commission, the European Parliament and the President of the European Council. The presidency represents the Council outside the EU.

1. **Goal of the contract:**

During the period 1 January – 30 June 2018 the Republic of Bulgaria will take over the rotating presidency of the Council of the EU. For a period of 6 months our country will prepare and chair meetings at different levels, helping to ensure the continuity and effectiveness of the Council’s work. As a country holding the presidency Bulgaria will direct and coordinate the Council’s work on EU legislation, ensuring the continuity and systematic nature of legislative processes and cooperation among Member States.

In fulfilling its responsibilities as a rotating president, Bulgaria will work closely with Estonia and Austria within the framework of the so-called “trio”. The trio sets long-term goals and prepares a common agenda determining the topics and major issues that will be addressed by the Council over an 18-month period. On the basis of this programme, each of the three countries prepares its own more detailed 6-month programme.

The 18-month programme of the Council for the period 1 July 2017 – 31 December 2018 is accessible at the following addresses:

<http://data.consilium.europa.eu/doc/document/ST-9934-2017-INIT/bg/pdf> – in the Bulgarian language;

<http://data.consilium.europa.eu/doc/document/ST-9934-2017-INIT/en/pdf> – in the English language.

The draft programme of the Republic of Bulgaria for the presidency of the Council of the European Union (1 January – 30 June 2018) is available at:

<http://eu2018bg.bg/bg/view/podgotovka-na-bulgarskoto-predsedatelstvo/prioriteti>

During the Presidency the Republic of Bulgaria will be subject to increased attention by media, international organisations as well as the governments and political elites of different countries.

Effective public communications are an important prerequisite for the success of the Bulgarian Presidency of the Council of the EU (the Presidency). Communication activities related to the Presidency have an internal and external dimension – they are aimed at audiences in the country and abroad.

The following shall be achieved for the effective implementation of the goals and specific objectives of the activities outside the country:

- raising the awareness of the target groups abroad (specified in Section II) of the general priorities of the work programme of the trio of the presidencies of Estonia, the Republic of Bulgaria and Austria and of the priorities of the programme for the Bulgarian Presidency;

- contributing to the promotion of the image of the Republic of Bulgaria as a country fully integrated in the European Union, a modern European country which is an active and equal participant in the Union’s decision-making process;

- increasing the visibility and enhancing the positive profile of the EU in the context of the Presidency;

- contributing to the promotion of the EU’s place in the global dialogue, focusing on the values and principles of the Union;

- focus on preserving the dynamics of the EU enlargement process and the integration of the Western Balkan countries as a matter of strategic interest and a long-term investment in ensuring the security, stability and progress of the region and of Europe as a whole,

and for the better awareness of the general public and the stakeholders media and communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria are necessary

**II. CONTRACT DESCRIPTION / TECHNICAL SPECIFICATION**

1. **Subject of the public procurement contract:**

**“Ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria”**

1. **Short description of the contract**

The communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria comprise a combination of actions and services aimed at developing a recognisable and objective image of the country and promoting the priorities of the Presidency of the Republic of Bulgaria of the Council of the EU envisaged for the period from 1 January till 30 June 2018. The activities include the elaboration of a Concept for ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria; planning and organising public events; arranging journeys of journalists from foreign media to Bulgaria; presenting the leading figures from the team of the Presidency to foreign media; management of the media and online campaigns of the Presidency together with speakers in Sofia and Brussels and the public relations units of the relevant government institutions. **The activities forming part of the concept shall be performed mainly by the Contractor.**

In this connection the Contracting Entity wishes to engage a contractor to develop and implement a concept and a communication plan for the period of the Presidency – its objectives, priorities, activities and achievements, as well as to build a positive image of Bulgaria outside the country by communicating successfully the topics and priorities of the Presidency.

**2.1. Specific objectives (tasks) of the contract**

• Development and implementation of a Concept for ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the EU outside Bulgaria;

• Developing and communicating key messages that correspond to the priorities of the Presidency and concrete examples illustrating the importance and impact of the Presidency and of the EU;

• Providing innovative, creative and effective communication measures/activities specified in detail in the Concept and the Implementation Plans to be implemented by the Contractor;

• Providing the necessary media coverage of the sessions, meetings and events in the Presidency calendar;

• Supporting the work of Bulgarian officials and ministers when providing coverage in foreign media;

• Communicating the results and achievements of the Presidency through the organisation of press conferences, interviews, journalistic trips, informal meetings and other types of forums to promote the work of the Presidency among target audiences;

• Regular meetings with the Contracting Entity and representatives thereof to discuss specific requirements and to coordinate activities included in the Implementation Plans of the Concept;

• Preparation and presentation of weekly analyses of the media coverage;

• Preparation of weekly analyses of the effectiveness of the online campaigns and communication in social media;

• Developing a mechanism for coordination and communication between the speakers of the Bulgarian Presidency, the public relations units of the Bulgarian institutions and the Contractor;

• Reporting on the activities forming part of the Communication Services to the Bulgarian Presidency of the Council of the EU outside Bulgaria.

1. **Tasks and activities included in the scope of the public contract:**

Information regarding the priorities and messages of the Bulgarian Presidency, identified jointly with the Trio, is available in the Council’s 18-month programme (1 July 2017 – 31 December 2018) and in the draft programme for the Bulgarian Presidency (1 January – 30 June 2018) available at the Internet links specified in Item 5 of Section I “General Information”. This information shall be used for the development of a Concept for ensuring publicity through media and communication services to the Bulgarian Presidency of the EU outside Bulgaria.

**Main task – Participants shall develop and present in their tenders a Concept for ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the EU outside the Republic of Bulgaria and a plan for its implementation.**

The Concept for media and communication services shall be developed on the basis of an analysis of the public image of Bulgaria abroad. It shall contribute to the forming of a clear and objective idea of the priorities of the Bulgarian Presidency, the policies of the executive, the positions of Bulgaria on the dossiers under consideration by the Council, the foreign policy of the country in relation to the Presidency, and to the improvement of the public image of Bulgaria. The Contractor shall plan the communicating of the results and achievements of the Presidency through the organisation of press conferences, interviews, journalistic trips, informal meetings and other types of forums to promote the work of the Presidency among target audiences.

**Additional activities:**

**Activity 1**

In addition to the mandatory activities envisaged to be developed in the concept, participants can envisage/propose 20 publications in leading European print media and 10 interviews/reports on European TV programmes. This activity shall cover the entire duration of the contract, and where the participant has proposed publications and interviews, it shall describe in a time-schedule the periods of performance of the tasks.

**Activity 2**

In addition to the mandatory activities envisaged to be developed in the concept, participants can propose and organise 3 specialised trips for small groups of five foreign journalists each in Bulgaria for a period of 4 days, and shall include in the tender a Time-schedule. The proposed trips shall aim at introducing prominent journalists to the specific priorities of the Bulgarian Presidency through organised meetings with representatives of the executive and public figures, as well as thematic visits to various sites of cultural and historical significance. The time-schedule shall include a programme for the entire stay, including indicative destinations and time for holding the trips as part of the total duration.

*Note:*

The Contractor shall provide logistics for transportation to Bulgaria and back to the country of work, accommodation in 4-star hotels, lunches and dinners, and air-conditioned transport (in the Republic of Bulgaria) for each specialised trip.

**Activity 3**

Providing digital communication using all possible channels (including social media), including ideas for digital visual materials. All visual digital materials shall correspond to the visual identity of the Presidency.

The participant shall describe in detail the innovative, creative and effective communication measures/activities it will provide and implement in the course of the execution of the contract.

**Activity 4**

Preparation of a Time-schedule for the implementation of a media and online campaign to promote the events in the calendar of the Presidency outside Bulgaria, published on the website of the Ministry for Bulgaria’s Presidency of the Council of the EU: <http://eu2018bg.bg/bg/view/podgotovka-na-bulgarskoto-predsedatelstvo/kalendar>; Describing the necessary media coverage of the sessions, meetings and events in the Presidency calendar, which the participant will provide for the duration of the contract.

*Note:*

In the case of an information event outside the calendar of the Presidency the Contractor shall commit both to its coverage and to its inclusion in the media and online campaign, and will be informed by the Contracting Entity of any such event.

**Activity 5**

In addition to the mandatory activities envisaged to be developed in the concept, participants can propose and develop a Plan for organising 3 public events, including press conferences and/or informal meetings and/or other forums in connection with the better presentation of the priorities of the Bulgarian Presidency, the positions of Bulgaria on the different dossiers, and the country as a whole.

**Activity 6**

In addition to the mandatory activities envisaged to be developed in the concept, participants can propose and draw up a Proposal for a mechanism for cooperation with the public relations units at ministries responsible for the Bulgarian Presidency, including develop a coordination mechanism with the speakers of the Bulgarian Presidency and the public relations units of the Bulgarian institutions and the Contractor; Description of the organisation for supporting the work of Bulgarian officials and ministers when providing coverage in foreign media.

Note: **The participants must describe in their technical proposals a Concept and implementation plan, in accordance with the requirements described above (Main task). The Activities described (1 to 6) are further building on the implementation of the main task and bring additional points according to the announced methodology.**

1. **Geographic area:**

The activities shall cover many territories with a main focus outside Bulgaria: Brussels, Luxembourg, Strasbourg and major EU capitals, including, but not limited to, London, Paris, Berlin, Rome, Madrid and Vienna.

1. **Target groups:**

The main target groups can be summarised as follows:

• Political groups in the EU;

• European institutions;

• Local governments;

• Local mass media in the EU countries;

• The general public;

• NGOs;

• Expert groups.

The proposal for the implementation of the contract (the Concept) shall contain a justification of the audience range, the manner and channels to reach the target groups for the activities proposed by the participant.

1. **General remarks:**

• The content of the individual activities shall be mutually complementary in order to develop coherent and effective communication aimed at forming the image of the Republic of Bulgaria.

• All visual materials that will be used to communicate the messages shall conform to the guidelines on the visual identity of the Presidency. The graphic elements will be provided by the Contracting Entity after the signing of the contract.

• An official designated by the Contracting Entity will check and approve the final versions of materials for dissemination, but the Contractor will nevertheless be liable for any spelling, grammatical mistakes and/or technical errors.

**III. REQUIREMENTS FOR THE PERFORMANCE**

1. The contractor shall ensure compliance with the technical specification.
2. The Contractor shall provide an office in at least one of the European capitals where the major European institutions are located, and commit to providing a working environment in at least two other European capitals for the contract execution period.
3. Reporting requirements:

- The Contractor shall prepare and submit a monthly report on the activities performed under the contract;

- The Contractor shall prepare weekly analyses of the media coverage and a final report on the overall execution of the contract;

- The Contractor shall prepare weekly analyses of the effectiveness of the online campaigns and communication in social media.

1. The Contractor shall:

* Provide the necessary media coverage of the sessions, meetings and events in the Presidency calendar;
* Develop for communicating key messages that correspond to the priorities of the Presidency and concrete examples illustrating the importance and impact of the Presidency and of the EU;
* Provide and implement innovative, creative and effective communication measures/activities described in detail in the Concept and the Implementation Plans, which form an integral part of the submitted tender;
* Support the work of Bulgarian officials and ministers when providing coverage in foreign media;
* Communicate the results and achievements of the Presidency by organising press conferences, interviews, journalistic trips, informal meetings and other types of forums to promote the work of the Presidency among target audiences, after prior consultation with the Contracting Entity;
* Participate in regular meetings with the Contracting Entity and representatives thereof to discuss specific requirements and to coordinate activities included in the Implementation Plans of the Concept.

1. Other special conditions relating to the implementation:

Changes in the scope and contents of the concept presented in the tender and the accompanying plans (after the conclusion of the contract) shall be allowed only if proposed by the Contractor and/or at the explicit request by the Contracting Entity, and where the need for such changes has arisen, within the provided financing, and following a reasoned proposal. Any revisions to and/or supplementing of the Concept and Time-schedule(s) proposed and accepted in the tender shall envisage a change in the timing of any of the activities proposed in the Concept and/or complement and specify the planned activities (where applicable) based on the results of a communication environment analysis and/or a focus group consultation in order to achieve better results.

Where changes in the execution period of the contract as well as in the period for execution of each task individually have been proposed by the Contractor, such changes shall be accompanied by a reasoned proposal and shall be expedient.

The Contractor shall execute the contract in accordance with the provided technical specification and the proposal for the implementation of the contract, and with the requirements of this documentation.

The proposals in the technical proposal for the execution of the contract (Proposal for the implementation of the contract) shall be binding on the participants with regard to the execution of the contract.

The selected Contractor shall coordinate with the officials designated by the Contracting Entity all activities performed thereby in pursuance of the technical proposal at the contract implementation stage at least 3 (three) days prior to the relevant event.

1. Key obligations of the Contractor relating to key expert functions and the organisation of the implementation.

The selected contractor must provide, for the execution of tasks within the scope of the contract, a contract implementation team comprising at least the following key experts assisted by the respective teams:

**Key Expert 1 – Team Leader**

The Contractor is required to designate a highly motivated and competent person to assume overall responsibility for the performance of the contract. This person shall have the skills and experience in project, campaign and team management required to control the performance of all activities, and shall possess the necessary qualifications and/or experience in the relevant sector.

**The Team Leader shall:**

• be responsible for monitoring and be in charge of the implementation in its entirety;

• monitor, coordinate and supervise the work performed by the key experts and ensure that they perform their assigned tasks within the specified deadlines;

• ensure punctual and accurate execution of tasks and activities;

• be in constant contact with the Contracting Entity regarding the overall implementation of the project.

**Key Expert 2 – Communications Expert**

The Presidency needs an experienced consultant for the development and implementation of the Concept as well as the Implementation Plan for the purpose of effectively communicating the priorities and objectives of the Presidency to a broad target audience using both online and other channels he/she deems expedient.

**Key Expert 3 – Communications Officer**

The Communications Officer will support the Communications Expert in the development and implementation of comprehensive communication solutions covered by the contract.

**IV. REQUIREMENTS FOR THE TENDER**

1. Participants must examine all guidelines and conditions for participation provided in the documentation for participation. When preparing their tenders, participants shall follow strictly the conditions announced by the Contracting Entity. The responsibility for the proper examination of the documentation for participation lies solely with the participants.
2. The submission of a tender obliges the participant to fully accept all the requirements and conditions specified in this documentation, subject to the PP Act.
3. Each participant in a public procurement procedure has the right to submit only one tender. A person who participates in a combination or has consented to be a subcontractor of another candidate or participant cannot submit a separate application for participation or tender.
4. Submission of variants is not allowed.
5. Each participant in the public procurement procedure must state in its tender whether it will use subcontractors for the executing the contract. This information shall be completed in Part II, Section D of ESPD.
6. In a public procurement procedure, one natural person or legal entity can participate only in one combination.
7. Participants that do not meet the legal requirements or any of the conditions of the Contracting Entity shall not be admitted to the procedure. A participant with regard to which one of the following circumstances exists shall be excluded from participation in the procurement procedure:
   1. it is a legal entity registered in a preferential tax jurisdiction, the persons controlled thereby and its actual owners, except in the cases specified in Article 4 of the Economic and Financial Relations with Companies Registered in Preferential Tax Jurisdictions, Persons Controlled Thereby and Their Actual Owners Act. This prohibition concerns both direct and indirect participation in the procedure.
   2. it is a person which does not meet the defined selection criteria or fails to fulfil another condition specified in the documentation of the procurement procedure;
   3. it is a person whose tender does not meet the conditions of the procurement announced in advance;
   4. it is a person which is related party to another participant;
   5. It is a person, found to have submitted false information to prove his/her/its conformity with the selection criteria set forth by the Contracting Entity.
8. Documents relating to the participation in the public procurement procedure shall be submitted by the participant or a representative authorised thereby either personally or by post or other courier service, by registered consignment with acknowledgement of receipt, at the address indicated by the Contracting Entity. Each participant shall ensure the timely receipt of the tender by the Contracting Entity.
9. Tenders shall be received within the deadline specified in the notice regarding this public procurement procedure.
10. Tenders shall be addressed to: Ministry of Foreign Affairs of the Republic of Bulgaria, Sofia 1113, 2, Aleksandar Zhendov Str.
11. If the participant sends its tender by registered mail, it shall bear the respective costs. In this case the participant shall send the documents in a way ensuring their arrival at the address, specified by the Contracting Entity, before the expiry of the time limit for submission of tenders set out in the public procurement notice. The risks of delay or loss of the documents shall be with the participant. When a tender is submitted in this way, the date of receipt of the tender shall be the date of its receipt at the Ministry of Foreign Affairs of the Republic of Bulgaria, Sofia 1113, 2, Aleksandar Zhendov Str. The participants are responsible for the arrival of the tenders within the time limit specified in the notice.
12. All costs relating to the preparation and submission of the tender shall be borne by the participant in the public procurement procedure. The Contracting Entity shall not be liable for and shall not owe any reimbursement of costs or losses incurred by the participant.
13. Tenders shall be submitted in a sealed opaque packaging stating:

• the address of the Contracting Entity: Ministry of Foreign Affairs of the Republic of Bulgaria, Sofia 1113, 2, Aleksandar Zhendov Str.;

• the name/designation of the participant, including the participants in the combination, where applicable;

• the address for correspondence, telephone number and, if possible, fax number and e-mail of the participant;

• the name of the public procurement with the following designation: “For participation in a public procurement procedure with the subject: “Ensuring publicity through media and communication services to the Bulgarian Presidency of the Council of the European Union outside the Republic of Bulgaria”

1. Until the expiry of the time limit for submission of tenders each participant may amend, supplement or withdraw its/his tender. Any withdrawal of a tender terminates the further participation in the public procurement procedure.

Supplements and amendments to the tender shall satisfy the requirements and conditions for submission of the initial tender. On the envelope the following clearly inscribed text shall be written: “Supplement / Amendment to incoming No. ……...........…”.

1. Upon receipt of the tender, the sequence number, the date and time of receipt shall be indicated on the opaque packaging, and the said data shall be recorded in an incoming register and a document shall be issued to the bearer therefor.
2. The Contracting Entity shall not accept tenders submitted after the expiry of the closing date for submission of tenders, or submitted in unsealed or damaged packages.
3. Time limits specified in this documentation shall be calculated as follows:

17.1. Where the time limit is specified in days, it shall expire at the end of the last day of the period specified.

17.2. When determining time limits that are stated in days and are counted after a certain action or event, the day of the action or event shall not be counted.

17.3. Where the time limit expires a certain number of days before a certain day, that day shall be taken into account when determining the date by which the corresponding action is to be taken.

17.4. Where the last day of the time period falls on day which is not a business day, the time limit shall expire on the first succeeding business day.

17.5. The last day of the period shall expire at the end of the working hours of the Contracting Entity.

1. All tenders shall be submitted in the Bulgarian language. When a document in a foreign language is submitted, it shall be accompanied by a translation into the Bulgarian language.
2. All documents, except those with regard to which it is expressly stated that they shall be presented in original and/or a translation, shall be presented in original or as a “certified copy”, and legal entities and sole proprietors shall also affix an ink seal on the copies. A “certified copy” of a document shall be a photocopy of such document, marked as a “True copy of the original”, signed and stamped by the person representing the participant or a person expressly authorised thereby.
3. Participants can include in their tenders information they consider to be confidential due to the existence of a commercial secret. Participants may not invoke confidentiality with regard to the proposals in their tenders that are subject to evaluation.
4. The standard forms provided as an integral part of this documentation and the conditions described therein shall be binding on the participants.
5. Method of forming the proposed price

The participant shall offer a total price in BGN excluding VAT for the performance of the services covered by this public contract, and a total price in BGN including VAT, in accordance with the template of the price tender included in the documentation for participation in the procedure. The participant shall include in the price all costs relating to the implementation of the contract.

1. Manner of payment – in accordance with the draft contract.

**V. COMMUNICATION BETWEEN THE CONTRACTING ENTITY AND THE PARTICIPANTS**

1. Any communication and actions of the Contracting Entity and the participants in relation to this public procurement procedure shall be in writing.
2. Information can be exchanges between the Contracting Entity and the participant in any of the following ways:

• by mail – by registered letter with acknowledgement of receipt;

• by courier service;

• by fax;

• by e-mail subject to the terms and conditions and in accordance with the procedure provided for by the Electronic Document and Electronic Signature Act,

• by combination of the above means.

Letters and notifications shall be addressed to: Ministry of Foreign Affairs of the Republic of Bulgaria, Sofia 1113, 2, Aleksandar Zhendov Str.

**VI. Terms and procedure for obtaining the Tender Documentation**

The Contracting Entity provides unlimited, full, free and direct electronic access to the documentation for participation in the procedure in the website of the Ministry of Foreign Affairs at the address specified in the procurement notice, in the “Buyer’s Profile” tab. Downloading the documents from this link is free of charge. All documents relating to the procedure will be published in the same website. This documentation will also be provided to participants as a translation into the English language, and, in the case of differences between the two texts, the text in the Bulgarian language shall prevail.

**VII. SELECTION CRITERIA:**

**Suitability**

**Not required.**

**Economic and financial capacity:**

**Not required.**

**Technical and professional ability:**

* 1. The participant must have completed at least one (1) activity with a subject and volume similar to the subject and volume of the public contract, during at least the last three years before the date of submission of the application or the tender.

For the purposes of this procedure, “similar” shall mean the completion of at least one activity of the following type: ensuring publicity through media and communication services to an international political initiative with a duration of at least 6 months in at least 3 countries

**Proof:**

As proof of fulfilling the requirement, the participant shall provide a list of services that are identical or similar to the subject of the contract, indicating the values, dates and contracting authorities or contracting entities. **The data shall be presented by declaring the information in Part IV, Section C, sub-section 1b) of the European Single Procurement Document (ESPD).** This requirement shall be proved at the request of the Contracting Entity in the cases specified in Article 67 (5)[[1]](#footnote-1) and (6)[[2]](#footnote-2) of the Public Procurement Act by presenting the document specified in Item 2 of Article 64 (1)[[3]](#footnote-3) of the Public Procurement Act.

* 1. The selected contractor must provide, for the execution of tasks within the scope of the contract, a contract implementation team comprising at least the following key experts assisted by the respective teams:
* **Key Expert 1 – Team Leader**

**Qualifications and skills / Minimum requirements:**

- Master’s degree (or equivalent) in economics, management or public communications or an equivalent speciality, with over 10 years of professional experience in the field of communications, of which at least 5 years in a managerial position. Documentary evidence: a copy of a document of acquired educational and qualification degree, a CV and a document certifying the position and the period during which such position was held.

- Expert experience in the management of international communication projects and/or campaigns, at least one of which includes political messages.

* **Key Expert 2 – Communications Expert**

**Qualifications and skills / Minimum requirements:**

- Master’s degree (or equivalent) in public relations, public communications, journalism or an equivalent speciality, with over 7 years of professional experience in the field of communications. Documentary evidence: a copy of a document of acquired educational and qualification degree, a CV and a document certifying the position and the period during which such position was held.

- Expert experience in the management of international communication projects and/or campaigns, at least one of which includes political messages.

* **Key Expert 3 – Communications Officer**

**Qualifications and skills / Minimum requirements:**

- Master’s degree (or equivalent) in public relations, public communications, journalism or an equivalent speciality, with over 5 years of professional experience in the field of communications. Documentary evidence: a copy of a document of acquired educational and qualification degree, a CV and a document certifying the position and the period during which such position was held.

- Expert experience in the management of international communication projects and/or campaigns, at least one of which includes political messages.

**Proof:** At the time of submitting thetender the participant shall declare compliance with the requirements specified by **filling in Part IV, Section C, sub-section 2) of the ESPD**. The requirements shall be proved at the request of the Contracting Entity in the cases specified in Article 67 (5)[[4]](#footnote-4) and (6)[[5]](#footnote-5) of the Public Procurement Act by presenting the document specified in Item 6 of Article 64 (1)[[6]](#footnote-6) of the Public Procurement Act, and by enclosing detailed CVs of the proposed team, the documents required certifying employment and professional experience, as well as a portfolio of the projects and campaigns managed during the last 5 years, respectively the participation in such projects.

**VIII. CONDITIONS FOR PARTICIPATION IN THE PROCEDURE**

An open procedure is a public procurement procedure where all interested parties can submit tenders. Interested parties shall be all Bulgarian or foreign natural persons or legal entities, including combinations thereof, which meet the requirements laid down in the Public Procurement Act and the conditions announced by the contracting entity.

**1. General requirements:**

Any Bulgarian or foreign natural person or legal entity, or any combination thereof, as well as any other entity entitled to deliver supplies and perform services under the law of the country in which it is established, can be a participant in the public procurement procedure.

1. To participate in the procedure, the participant shall prepare and submit a tender which must fully comply with the conditions contained in the notice and in the documentation for the public procurement procedure.
2. Participants in the procedure which are legal entities shall be represented by their legal representatives or by persons specifically authorised in relation to the participation in the procedure. The latter shall be evidenced by a notarised power of attorney.
3. Participants which are combinations shall designate a partner to represent the combination for the purposes of the public procurement procedure, and shall agree to a joint responsibility of all members of the combination for the execution of the public contract.
4. Tenders may rely on the capacities of third parties, regardless of the legal nature of the links between them, with regard to the criteria relating to economic and financial standing, technical ability and professional competence.
5. In the public procurement procedure, one natural person or legal entity can participate only in one combination.
6. A person who participates in a combination or has consented to be a subcontractor of another participant cannot submit a separate tender.
7. Related parties cannot be independent participants in the procedure.

**ІХ. EXCLUSION GROUNDS. MEASURES ENSURING RELIABILITY**

**The contracting entity shall exclude from participation in a public procurement award procedure any participant:**

1. The contracting entity will exclude from participation any participant:

1.1. who has been convicted by an enforceable sentence, unless rehabilitated, of a criminal offence referred to in Article 108a, Articles 159a to 159d, Article 172, Article 192a, Articles 194 to 217, Articles 219 to 252, Articles 253 to 260, Articles 301 to 307, Articles 321 and 321a, and Articles 352 to 353f of the Criminal Code;

1.2. who has been convicted by an enforceable sentence, unless rehabilitated, of a criminal offence similar to those referred to in Item 1.1 in another Member State or in a third country;

1.3. who incurs obligations for taxes and compulsory social security contributions within the meaning given by Item 1 of Article 162 (2) of the Tax and Social-Insurance Procedure Code and the interest thereon, to the State or to the municipality where the Contracting Entity and the participant have their registered office, or any similar obligations, identified by a decision of a competent authority, under the law of the State where the participant is established, unless the participant has been allowed to reschedule, defer or secure the obligations or the obligation is under a decision which has not become enforceable. This requirement shall not apply to the cases referred to in Article 54, Paragraph 3 of the PP Act.

1.4. unequal treatment is present in the cases referred to in Article 44, Paragraph 5 of the PP Act;

1.5. who is found:

a) to have produced a document making a false statement, related to attesting the absence of grounds for exclusion or fulfilment of the selection criteria;

b) not to have provided the information required, relating to attesting the absence of grounds for exclusion or fulfilment of the selection criteria;

1.6. who is found, by an enforceable penalty decree or judgement, to have infringed Article 118, Article 128, Article 245 and Articles 301 to 305 of the Labour Code upon the performance of a public procurement contract or incurs any similar obligations identified by a decision of a competent body under the law of the State where the candidate or participant is established;

1.7. who is in a conflict of interest that cannot be remedied.

1.8. who is bankrupt or is under bankruptcy proceedings, or is being wound up, or has entered into an out-of-court arrangements with the creditors thereof within the meaning given by Article 740 of the Commerce Act, or has suspended business activities, and in case the participant is a non-resident person, it is in an analogous situation arising from a similar procedure under the law of the State in which the said participant is established, unless where it is demonstrated that the participant has not ceased operations and is capable of performing the contract under the applicable national rules for the continuation of business in the country in which it is established;

1.9. who has concluded an agreement with other persons for the purpose of distorting competition, where the infringement has been identified by a decision of a competent authority;

1.10. who has attempted to:

a) influence decision-making on the part of the contracting entity in connection with the exclusion, selection or award, including by submitting untrue or misleading information, or

b) obtain information that may confer thereupon undue advantage in the public procurement award procedure;

1.11. who does not meet the defined selection criteria or fails to fulfil another condition specified in the procurement notice or in the documentation;

1.12. who has submitted a tender that does not meet:

a) the predefined conditions of the public procurement procedure;

b) standards and rules related to environmental, social and labour law, applicable collective agreements and/or international environmental, social and labour law provisions listed in Annex 10 to Article 115 of the PP Act;

1.13. who has not submitted within the deadline the justification referred to in Article 72, Paragraph 1 of the PP Act and the tender of which has been rejected in accordance with Article 72, Paragraphs 3 to 5 of the PP Act;

1.14. who, following an invitation by the Contracting Entity and within the time limit set thereby, fails to extend the period of validity of its tender;

1.15. who is a person which is related party to another participant in the procedure;

1.16. who does not have the right to participate in public procurement procedures on the grounds of Article 3, Item 8 in conjunction with Article 5, Paragraph (1), Item 3 of the Economic and Financial Relations with Companies Registered in Preferential Tax Jurisdictions, the Persons Controlled Thereby and their Beneficial Owners, unless the conditions of Article 4 of the said Act are fulfilled.

1.17. A participant in the procedure which is a combination of natural persons and/or legal entities shall be excluded where one of the grounds for exclusion referred to in Items 1.1 – 1.10, 1.15 and 1.16 above exists with regard to a member of the combination.

1.18. The grounds for exclusion under Items 1.1 and 1.2 shall apply until the expiry of five years from the date when the sentence became enforceable, unless a different period is indicated in the sentence, and the grounds for exclusion under Item 1.5, letter “a”, Items 1.6, 1.9 and 1.10 – until the expiry of three years from the date of occurrence of the circumstances, unless the decision whereby the circumstance was identified indicates a different period.

1. Pursuant to Article 40 of the Implementing Regulations of the PP Act, the grounds referred to in Items 1.1, 1.2., 1.7 and 1.10 shall apply to the persons who represent the participant, the members of management and supervisory bodies and to other persons vested with powers to exercise control over the decision-making process of such bodies.
2. At the time of submitting a tender the participant shall declare the absence of the grounds for exclusion specified in Part III of ESPD by providing the relevant information required by the contracting entity and specifying the national databases containing the declared circumstances or the competent authorities which are required to provide information under the legislation of the country in which the candidate or participant is established. The information shall be completed in ESPD as follows:

3.1. Regarding the circumstances referred to in Items 1.1 and 1.2:

A) In Part III, Section A information shall be provided regarding the following crimes:

* *Participation in a criminal organisation* – under Articles 321 and 321a of the Criminal Code;
* *Corruption* – under Articles 301–307 of the Criminal Code;
* *Fraud* – under Articles 209–213 of the Criminal Code;
* *Terrorist offences or offences linked to terrorist activities –* under Article 108a (1) of the Criminal Code;
* *Money laundering or terrorist financing* – under Articles 253, 253a or 253b of the Criminal Code, and under Article 108a (2) of the Criminal Code;
* *Child labour and other forms of trafficking in human beings* – under Article 192a or Articles 159a–159d of the Criminal Code.

In Part III, Section D information shall be provided regarding convictions for crimes under Articles 194 to 208, Articles 213a to 217, Articles 219 to 252 and Articles 254a to 260 of the Criminal Code.

c) In Part III, Section C, cell 1 of ESPD information shall be provided regarding convictions for crimes under Article 172 and Articles 352 to 353f of the Criminal Code. If the answer is “Yes”, the participant shall indicate:

* the date of entry of the sentence into force and the factual and legal basis for its enforcement;
* the duration of the sanction imposed.

3.2. Information regarding the circumstances referred to in Item 1.3 shall be provided in Part III, Section B of ESPD.

3.3. Information regarding the circumstances referred to in Items 1.4 to 1.10 shall be provided in Part III, Section C of ESPD.

3.4. Information regarding the circumstances referred to in Items 1.15 and 1.16 shall be provided in Part III, Section D of ESPD.

1. **Measures ensuring reliability**

4.1. A participant with regard to which any grounds under Article 54, Paragraph (1) of the PP Act and Article 55, Paragraph (1) of the PP Act exist, shall have the right to provide evidence to the effect that the said participant has taken measures ensuring its reliability despite the existence of a relevant ground for exclusion. For this purpose, the participant may prove that:

a) it has extinguished its obligations referred to in Article 54, paragraph 1, item 3 of the PP Act, including the interest and/or fines charged, or that they are rescheduled, deferred or secured;

b) it has paid or undertaken to pay damages for all injuries resulting from a criminal offence or misconduct committed thereby;

c) it has clarified the facts and circumstances in a comprehensive manner by actively collaborating with the competent authorities, and has acted on concrete prescriptions, technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

4.2. The following documents shall be presented as proof of the reliability of the participant:

a) with regard to the circumstance under letters “a” and “b” of Item 4.1 (Items 1 and 2 of Article 56 (1) of the PP Act): a payment document or an agreement, or another document showing that the obligations have been secured or that the parties have agreed to their deferral or rescheduling, accompanied by a repayment schedule and/or by specified dates for the final payment of outstanding debts, or that the participant is in the process of repayment of a due compensation;

b) with regard to the circumstance under letter “c” of Item 4.1 (Item 3 of Article 56 (1) of the PP Act): a document issued by the relevant competent authority and confirming the circumstances described.

4.3. A participant, who has been deprived of the right to participate in public procurement or concession procedures by a judgement which has the force of res judicata or any other instrument under the law of the country where the judgement was delivered or the instrument was issued, shall not be entitled to use the opportunity provided for in Item 4.1 for the time determined by the judgement/the instrument.

4.4. The Contracting Entity will assess the measures taken by the participant, taking into account the seriousness and the specific circumstances surrounding the offence/violation. If it decides that the measures taken by the participant are sufficient to ensure its reliability, the Contracting Entity will not eliminate the respective participant from the procedure. In the decision on ranking or terminating the procedure, as the case may be, the Contracting Entity shall state the reasons for accepting or rejecting the measures taken by the participant to demonstrate its reliability and the evidence submitted, if applicable.

4.5. Where prior to the submission of the tender the participant has taken measures to demonstrate reliability under Item 4.1 (Article 56 of the PP Act), such measures shall be described in ESPD in the cell relating to the circumstance concerned.

1. Participants shall be obliged to notify the Contracting Entity in writing within three days of the occurrence of any of the circumstances specified in Items 1.1 to 1.10 and Item 1.15.
2. **Participation of combinations:**
   1. Where a participant participates as a combination which is not registered as an independent legal entity, the compliance with the selection criteria shall be proved by the participating combination and not by each of the persons participating in it, except for the relevant registration, the presentation of a certificate or another condition necessary for the performance of the contract, according to the requirements of a statutory or administrative instrument and according to the allocation of the participation of the persons in the performance of the activities provided for in the contract for establishing the combination.
   2. The Contracting Entity has no requirements as to the legal form in which the Combination can participate in the public procurement procedure.
   3. Where the participant is a combination, which is not registered as a separate legal entity, it shall submit the incorporation instrument, an agreement and/or another applicable document showing the legal grounds for establishing the combination, as well as the following information in connection with the specific public procurement procedure:

* the rights and obligations of the participants in the combination;
* the allocation of responsibility among the members of the combination;
* the activities to be performed by each member of the combination.
  1. Where the participant is a combination which is not a legal entity, a partner representing the combination for the purposes of this public procurement procedure shall be determined and identified.
  2. Where the participant is a combination which is not a legal entity, joint and several liability of the members of the combination for the performance of the public contract shall be agreed, where such a provision is not envisaged in the applicable legislation.
  3. If the combination has been registered in the BULSTAT Register prior to the date of submission of the tender for this public procurement procedure, BULSTAT and/or another identification information in accordance with the legislation of the country of establishment of the participant, and address for correspondence during the procedure, including e-mail address, shall be indicated. If the combination is not registered and is awarded to perform the activities included in the subject of this public procurement procedure, the participant shall effect the registration in the BULSTAT register after it has been notified about the ranking and before signing the public procurement contract.

1. **Relying on the capacity of third parties**
   1. Participants may rely on the capacities of third parties, regardless of the legal nature of the links between them, with regard to the criteria relating to economic and financial standing, and technical ability.
   2. Where a participant relies on the capacities of third parties, the said participant must prove that it will have at its disposal the resources of the said third parties by producing documents on the obligations assumed by the third parties.
   3. The third parties must meet the relevant selection criteria for the proving of which the participant relies on their capacities, and the grounds for exclusion from the procedure must not apply thereto.
   4. The Contracting Entity shall require that the participant replaces a third party designated thereby if the said third party does not fulfil any of the conditions referred to in Item 4.
   5. The contracting entity requires joint liability for the performance of the contract by the participant and the third party whose capacity is used to demonstrate compliance with the criteria related to economic and financial standing.
   6. Where a participant in the procedure is a combination of natural persons and/or legal entities, the said participant may prove fulfilment of the selection criteria by the capacities of third parties subject to the terms established by Items 2 – 4.
2. **Subcontracting**
   1. Participants shall indicate in the tender the subcontractors and any share of the contract the said participants will subcontract thereto if they intend to subcontract. In such case, participants shall have to supply proof of the obligations assumed by subcontractors. Where participation of subcontractors is envisaged, each subcontractor must submit a separate ESPD.
   2. Subcontractors must fulfil the relevant selection criteria depending on the type and share of the contract they will perform, and the grounds for exclusion from the procedure must not apply thereto.
   3. The Contracting Entity shall require the replacement of a subcontractor that does not fulfil the conditions referred to in Item 2.
   4. Where part of the contract performed by a subcontractor can be handed over as a separate element to the Contractor or the Contracting Entity, the Contracting Entity shall pay remuneration for this part to the subcontractor.
   5. Payments under Item 4 shall be effected on the basis of a claim addressed by the subcontractor to the Contracting Entity care of the contractor, which shall be obliged to provide the said claim to the contracting entity within 15 days of receipt thereof.
   6. The Contractor shall enclose with the claim referred to in Item 5 an opinion showing whether the contractor objects to the payments or part thereof as undue.
   7. The Contracting Entity has the right to refuse payment under Item 4 where the payment claim has been objected to, until such time as the cause of the refusal has been remedied.
   8. The rules regarding direct payments to subcontractors are specified in this documentation for public procurement procedure and in the draft public contract.
   9. Regardless of the option to rely on subcontractors, the contractor shall be responsible for the performance of the public procurement contract.
   10. After the conclusion of the contract and at the latest before the performance thereof commences, the contractor shall notify the Contracting Entity of the name, contact details and legal representatives of the subcontractors indicated in the tender. The contractor shall notify the Contracting Entity of any changes to the information delivered during the course of the procurement.
   11. Replacing or involving a subcontractor during the performance of a public procurement contract shall be admitted in exceptional circumstances, when necessary, if the following conditions are simultaneously fulfilled:

* the grounds for exclusion from the procedure do not apply to the new subcontractor;
* the new subcontractor meets the selection criteria which the previous subcontractor met, including in respect of the share and type of activities which the new subcontractor will perform, adjusted to take account of the activities performed theretofore.
  1. Upon replacing or including a subcontractor, the Contractor shall submit to the Contracting Entity all documents demonstrating compliance with the conditions specified in Item 11, together with a copy of the subcontract or of an additional agreement within three days from their conclusion pursuant to Article 75, Paragraph (2) of the Implementing Regulations of the PP Act.

**X. GUIDELINES FOR THE PRESENTATION OF INFORMATION IN ESPD**

ESPD shall be completed in accordance with Article 67 of the PP Act and the guidelines contained in this documentation for participation, as follows:

1. The information required by the contracting entity shall be presented, and the national databases containing the declared circumstances or the competent authorities which are required to provide information under the legislation of the country in which the participant is established shall be indicated in ESPD.
2. In order to meet the selection criteria, a participant which participates in the public procurement procedure independently and does not rely on the capacity of third parties and subcontractors shall complete and submit one ESPD. In the cases of differences in the declared circumstances relating to the personal circumstances, or where protection of personal data is necessary, a separate ESPD shall be completed for each person or some persons. In the cases where more than one ESPD is submitted, the circumstances related to the selection criteria shall be contained only in the ESPD signed by an individual who can represent the participant severally.
3. A participant which participates in the public procurement procedure independently but will rely on the capacity of third parties and subcontractors with regard to the selection criteria, shall submit separate ESPDs for each of the third parties. The third parties must meet the relevant selection criteria for the proving of which the participant relies on their capacities, and the grounds for exclusion from the procedure shall not apply thereto. Participants shall complete Section C “Information about reliance on the capacities of other entities” of Part II of ESPD. If the answer in the cell is “Yes”, an ESPD, duly completed and signed by the persons specified in Article 40, Paragraph (1) of the Implementing Regulations of the PDP Act, shall be submitted with regard to the third parties. In the ESPD, the information required pursuant to Sections A and B of Part II shall be indicated, Part III “Exclusion grounds” and Part IV “Selection criteria” shall be completed only with regard to the resources provided for use.
4. A participant which participates independently but will rely on one or more subcontractors shall submit separate ESPDs for each subcontractor. Subcontractors must fulfil the relevant selection criteria depending on the type and share of the contract they will perform, and the grounds for exclusion from the procedure shall not apply thereto. The participant shall complete Section D “Information concerning subcontractors on whose capacity the economic operator does not rely” of Part II of ESPD. If the answer in the cell is “Yes”, an ESPD, duly completed and signed by the persons specified in Article 40, Paragraph (1) of the Implementing Regulations of the PDP Act, shall be submitted with regard to each subcontractor. In the ESPD, the information required pursuant to Sections A and B of Part II shall be indicated, Part III “Exclusion grounds” and Part IV “Selection criteria” shall be completed based on the type and share of the contract the subcontractors will perform.

**XI. EVALUATION METHODOLOGY**

This methodology for determining the integral evaluation of tenders contains precise guidelines for determining the evaluation for each indicator and for determining the complex score of tenders, including the relative weight assigned by the Contracting Entity to each indicator for the purposes of determining the most economically advantageous tender.

Each participant shall submit a signed Proposal for Implementation of the Procurement Contract (Standard Form No. 1) and shall declare therein its consent with the conditions for implementation of the contract, including its consent to provide a company office in at least one of the European capitals where the major European institutions are located and to provide a working environment in at least two other European capitals for the contract execution period.

A participant whose technical proposal (Proposal for Implementation of the Procurement Contract – Standard Form No. 1) does not contain a concept and a plan for its implementation, as described in the main task in Section II, Item 3 of this documentation, will be excluded from participation in the procedure and its tender will not be subject to evaluation under this methodology.

The Contracting Entity will not evaluate a technical proposal that is a blanket reproduction of the Technical Specifications of the Contracting entity.

The committee shall apply the methodology to all tenders admitted to evaluation without changing it.

According to the “best value for money” criterion, the most economically advantageous tender will be evaluated using the following methodology:

1. The final total comprehensive score (CS) of the tenders of all eligible participants shall be a sum calculated as follows:

CS = F + T

Where F is the price indicator with a weight of 40 points and T is the indicator for quality of the technical proposal with a weight of 60 points. The maximum possible comprehensive score is 100 points.

The tender having earned the highest complex score shall be ranked first.

The results are rounded to the second digit after the decimal point.

**1. The score of the financial proposal is calculated as follows:**

F = (Fmin / Fn) x 40

Where:

Fn is the price proposed in the tender of the participant concerned;

Fmin is the lowest price proposed by a participant in all tenders

The maximum score is 40 points. The score of each individual participant is calculated using the formula above.

**2. The score of the technical proposal (T) is calculated as follows:**

The commission calculates the score of each individual participant by awarding the corresponding number of points under 7 sub-indicators (I1, I2, I3, I4, I5, I6 and I7) in accordance with the procedure described in Table 1.

Tn is the score of the technical proposal of the corresponding participant

The maximum score for this indicator (Tn) is 60 points and is the sum total of the points under the following sub-indicators: Tn = I1 + I2 + I3 + I4 + I5 + I6 + I7

IMPORTANT! The Activities evaluated under sub-indicators 2 to 7 are proposals for further building on the concept for the implementation of the main task, evaluated under sub-indicator 1, and bring additional points according to the announced methodology.

The proposed Comprehensive plan for the implementation of the Concept is not evaluated on its own, but serves to verify the consistency of the proposed sequence, duration and links between the activities, the stages and the overall timeframe (within the frameworks set in the technical specification) as well as the technology for the execution of the contract.

*Table No 1 for evaluation of the quality of the proposal*

|  |  |  |
| --- | --- | --- |
|  | **Concept and methodology for execution of the contract** | **A total of 60 points, allocated as follows:** |
| I1. | The proposal contains a Concept for media and communication services, prepared based on an analysis of the public image of Bulgaria abroad. The proposals expressed in the Concept contain principles and ideas which will contribute to the forming of a clear and objective idea of the priorities of the Bulgarian Presidency, the policies of the executive, the positions of Bulgaria on the dossiers under consideration by the Council, the foreign policy of the country in relation to the Presidency. The proposal made will contribute to improving the public image of Bulgaria. The Contractor has planned the necessary activities for communicating the results and achievements of the Presidency to the target audiences. | 20 points |
| I2. | The participant has proposed the ensuring of 20 publications in leading European print media and at least 10 interviews/reports on European TV programmes. They are described in a time-schedule included in the tender, showing periods of implementation | 10 points |
| I3. | The participant has proposed a Time-schedule for organising 3 specialised trips for small groups of five foreign journalists each in Bulgaria for a period of 4 days. The objectives of and the potential participants in the trips, as well as the sites of cultural and historical significance envisaged to be visited are described. A time-schedule including a programme for the entire stay, including indicative destinations and time for holding the trips as part of the total duration, is enclosed.  The Contractor has envisaged logistics in accordance with the requirements of the Contracting Entity. | 10 points |
| I4. | The participant has proposed providing digital communication using all possible channels (including social media), including ideas for digital visual materials. The innovative, creative and effective communication measures/activities it will provide and implement in the course of the execution of the contract are described in detail. | 5 |
| I5. | The participant has proposed a Time-schedule for the implementation of a media and online campaign to promote the events in the calendar of the Presidency outside Bulgaria. The necessary media coverage of the sessions, meetings and events in the Presidency calendar, which the participant will provide for the duration of the contract, is described. | 5 |
| I6. | The participant has proposed a Plan for organising 3 public events in connection with the better presentation of the priorities of the Bulgarian Presidency, the positions of Bulgaria on the different dossiers, and the country as a whole. | 5 |
| I7. | The participant has proposed a mechanism for cooperation with the public relations units at ministries responsible for the Bulgarian Presidency, including a mechanism for coordination and communication with the speakers of the Bulgarian Presidency and the public relations units of the Bulgarian institutions and the Contractor; The organisation for supporting the work of Bulgarian officials and ministers when providing coverage in foreign media is described. | 5 |

**The participant whose tender has earned the highest score will be ranked first.**

Where the comprehensive scores of two or more tenders are equal, the tender containing more advantageous offers, ranked in the following order, shall be ranked higher:

1. lower offered price;

2. more advantageous proposal for the amount of costs, compared in descending order according to their weight (not applicable);

3. more advantageous offer for indicators other than these specified in items 1 and 2, compared in descending order according to their weight.

The Commission shall draw lots publicly to designate a contractor among the tenders ranked first if the participants cannot be ranked in accordance with the order above.

**XII. TENDER CONTENT**

1. List of submitted documents and information signed by the participant.
2. European Single Procurement Document (ESPD) regarding the participant in accordance with the requirements of the law and the conditions of the contracting entity, and, where applicable, ESPD regarding each participant in a combination which is not a legal entity, each subcontractor and each person resources of which will be engaged in the performance of the contract;
3. Tender for participation in the public procurement procedure, which includes:

1). technical proposal, containing:

a) authorisation document where the person submitting the tender is not the legal representative of the participant (where applicable);

b) proposal for implementation of the procurement contract in accordance with the technical specifications and the requirements of the contracting entity (Standard Form No. 1), containing:

* statement of agreement with the clauses of the enclosed draft contract;
* statement of the term of validity of the tender;
* statement that the obligations relating to tax and social security, environmental protection, employment protection and working conditions have been complied with when preparing the tender, where applicable;

2). In the case of participants which are combinations – where applicable:

• a document showing the legal grounds for creating the combination, prepared in accordance with the requirements of Article 37, Paragraph 4 of the Implementing Regulations of the PP Act and Section II, item 13 of this documentation – original or notarised copy;

• where such document does not specify the person entitled to represent the partners in the combination, also a document signed by the persons in the combination, showing the person representing it, original or notarised copy.

3). Declaration for non-disclosure of information – prepared in accordance with Standard Form No. 2, original.

4). Declaration of the absence of relations with another participant – prepared in accordance with Standard Form No. 3, original.

5). Declaration of the absence of the circumstances referred to in Article 3, Item 8 in conjunction with Article 4 of the Economic and Financial Relations with Companies Registered in Preferential Tax Jurisdictions, the Persons Controlled Thereby and their Beneficial Owners Act – prepared in accordance with Standard Form No. 4, original. Depending on the legal and organisational form of the participants, the declaration shall be submitted by one of the persons specified in Article 40, Paragraph 2 of the Implementing Regulation of the PP Act.

6). Price Proposal – prepared in accordance with Standard Form No. 5, original.

7). Statement of confidentiality, prepared using Standard Form No. 6, original, stating which parts of the tender are confidential and the participant would like the contracting entity not to disclose;

8). Other, at the discretion of the participant.

**ХІІІ. VALIDITY PERIOD OF TENDERS:** Tenders shall be valid for at least 4 **(four) months** from the deadline for submission of tenders. Tenders with a shorter period of validity will be disqualified from the procedure.

The Contracting Entity may, where necessary, require from the participants to extend the period of validity of their tenders until the contract is signed, if grounds for this exist.

**ХІV. CLARIFICATIONS IN CONNECTION WITH THE DOCUMENTATION FOR PARTICIPATION**

* 1. Given that this procedure is conducted in accordance with the procedure established by Article 74, Paragraph (2) of the PP Act, all interested parties may request in writing from the contracting entity explanations regarding the decision, the notice and the documentation for the public procurement contract within 7 (seven) days before the deadline for submission of tenders for participation.
  2. The Contracting Entity shall provide the clarifications within 4 (four) days of receiving the request, but no later than 4 (four) days before the deadline for submission of tenders. The person which made the request shall not be indicated in the clarifications.
  3. The Contracting Entity will not provide clarifications if the request has been received after the time specified in Item 1.
  4. Clarifications shall be provided by publication on the Buyer’s Profile.
  5. Modification of the conditions
  6. The Contracting Entity may, on its own initiative or at the request of an interested party, make a one-time modification in the notice announcing the opening of the procedure and in the documentation of the public procurement procedure.
  7. Interested parties may make suggestions for modifications to the documents under Item 6 within **5 (five) days** of the publication of the notice announcing the opening of the procedure in the Public Procurement Register.
  8. The Contracting Entity shall send for publication in the Public Procurement Register the notice for modification or additional information and the decision approving it within 5 (five) days from the publication in the Public Procurement Register of the notice announcing the opening of the procedure.
  9. After the expiration of the time periods specified in Item 3, the contracting entity may publish repeated notices of modification or additional information on changes in the terms and conditions of the procedure only when it extends the announced deadlines.
  10. All interested parties are deemed to be informed upon publication of the notice of modification or additional information.

**XV. CONTRACT PERFORMANCE GUARANTEE**

1. The guarantee securing the performance of the contract shall amount to 2% (two per cent) of the value of the contract excluding VAT and shall be provided by the selected contractor at the time of entering into the contract.

2. Performance guarantees shall be provided in one of the following forms:

2.1. as a cash deposit;

2.2. in the form of a bank guarantee;

2.3. in the form of insurance covering the performance by covering the liability of the contractor.

3. The guarantee referred to in Item 2.1 or Item 2.2 may be furnished on behalf of the contractor for the account of a third person – guarantor.

4. The participant selected as the contractor shall choose itself/himself the form of the performance guarantee.

5. Where the selected contractor is a combination which is not a legal person, each of the partners therein may be an originator under the bank guarantee and, respectively, a payer of the cash deposit under the guarantee or holder of the insurance policy.

6. The conditions for retention and release of the performance guarantee are specified in the Public Contract between the Contracting Entity and the Contractor.

7. When the guarantee is presented in the form of a cash deposit, it shall be deposited by bank transfer in the name of the Ministry of Foreign Affairs:

BNB – Central Division,

Bank account: BG45 BNBG 9661 3300 1343 01

BIC: BNBGBGSD

8. Where a participant chooses a bank guarantee as the performance guarantee, such bank guarantee must be irrevocable, unconditional and payable on the first written request in which the Contracting Entity states that the contractor is in default on an obligation under the public contract, and shall be valid for at least 30 (thirty) days after the expiry of the contract execution period.

9. The Contracting Entity shall release the performance guarantee without being liable to pay interest for the period in which the funds were lawfully retained thereby.

10. The insurance under item 2.3, which guarantees performance by covering the contractor’s liability, shall be valid for at least 30 (thirty) days after the expiry of the contract execution period. The Contracting Entity shall be included as a third party – beneficiary of the insurance. The insurance shall cover the contractor’s liability under the contract and may not be used to cover the liability of the contractor under another contract.

**XVІ. SIGNING THE CONTRACT**

1. The Contracting Entity shall conclude a contract in writing with the participant ranked first and designated as the contractor.
2. The Contract shall be concluded in accordance with the draft contract enclosed with the documentation, complemented with all proposals from tender of the participant selected as the contractor.
3. No contract shall be concluded if at the time of its signature the participant fails to fulfil its obligations under Article 112, Paragraph (1) of the PP Act.

**XVIІ. STANDARD FORMS OF DOCUMENTS AND INSTRUCTIONS FOR THEIR PREPARATION**

**XVIІІ. Draft contract**

1. Article 67 (5) The contracting entity may require from participants and candidates to submit at any moment all or part of the documents supporting the information indicated in the ESPD, where this is necessary in view of the lawful conduct of the procedure. [↑](#footnote-ref-1)
2. Article 67 (6) Before the conclusion of a public procurement contract, of a framework agreement or awarding a procurement on the basis of a framework agreement, the contracting entity shall require from the participant which has been designated as contractor, supplier or service provider to submit up-to-date documents attesting the absence of the grounds for exclusion from the procedure and compliance with the selection criteria set. Any such documents shall furthermore be submitted for the subcontractors and the third parties, if any. [↑](#footnote-ref-2)
3. Article 64 (1) (2) a list of the deliveries or services that are identical with or similar to the subject-matter of the public procurement, indicating the values, dates and recipients, together with evidence of delivery or services provided. [↑](#footnote-ref-3)
4. Article 67 (5) The contracting entity may require from participants and candidates to submit at any moment all or part of the documents supporting the information indicated in the ESPD, where this is necessary in view of the lawful conduct of the procedure. [↑](#footnote-ref-4)
5. Article 67 (6) Before the conclusion of a public procurement contract, of a framework agreement or awarding a procurement on the basis of a framework agreement, the contracting entity shall require from the participant which has been designated as contractor, supplier or service provider to submit up-to-date documents attesting the absence of the grounds for exclusion from the procedure and compliance with the selection criteria set. Any such documents shall furthermore be submitted for the subcontractors and the third parties, if any. [↑](#footnote-ref-5)
6. Article 64 (1) (6) a list of the staff who will be performing the procurement, and/or of the managerial staff who will be responsible for the performance of the said procurement, indicating the professional competence of the persons. [↑](#footnote-ref-6)