

Approved by:



Boris Balev • Executive Director

PROCEDURE – П 017/5
selection of a contractor when awarding construction
activities, services and supplies of goods at BMF
PORT BURGAS AD

The procedure was adopted and approved by the Executive Director on 24.10.2018, amended by Order No. 0466/29.10.2021, amended by Order No. 0390/07.09.2022 of the Executive Director, Order No. 0441/03.10.2022, Order No. 0560/23.10.2024 and Order No. 0325/04.08.2026.



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Chapter One: GENERAL PROVISIONS

Section I: Objectives and Principles

Art. 1. (1) The purpose of this procedure is to regulate the interaction between the administrative units, in accordance with the structure of BMF PORT BURGAS AD and the selection of a supplier when awarding the activities of construction, services and/or supplies/purchase of goods (Selection Procedure).

(2) The main principles of the selection procedure are:

1. publicity and transparency;
 2. free and fair competition;
 3. equality and non-discrimination;
 4. the principles related to the processing of Personal Data for the purposes of public procurement, within the meaning of Art. 5 of Regulation (EU) 2016/679 of the EP (General Data Protection Regulation). The storage and processing of Personal Data under these rules is carried out in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (General Data Protection Regulation). All references to the Regulation should also be considered as references to all applicable norms of the legislation of the Republic of Bulgaria or another Member State, which transpose or have been adopted on the basis of the Regulation into Bulgarian national law or, respectively, into the national law of another Member State. "Applicable rules/Applicable rules for personal data protection " are the Regulation, as well as all other effective and applicable regulatory acts (regulations, laws, ordinances, etc.), codes of conduct, documented orders of the Contracting Body within the meaning of Art. 4 of these rules, which govern the protection and processing of Personal Data, as well as all applicable rules and policies of the Contracting Body to the processing of Personal Data.
- (3) The funds for the implementation of construction activities, services and/or supplies of goods shall be managed on the basis of legality, sound financial management and sustainable development, to ensure their effectiveness and efficiency, through partnership and multi-level governance and while ensuring publicity, transparency and a competitive environment.

Section II: SCOPE

Art. 2. (1) This procedure determines the terms and conditions for the assignment of construction activities, services and/or supplies of goods, the organization and activity of forecasting the needs for assignment, the planning, preparation, conduct, completion and control of the procedures for selecting a contractor.

(2) This procedure determines the terms and conditions for implementing preventive, current and subsequent control with respect to each stage/phase of the assignment of

the activities, in synchrony and coordination with the rules and norms set out in the current "Procedure".

(3) The procedure is applied by all officials who have obligations to perform the activities for organizing and conducting the selection procedures.

(4) This procedure regulates, among other things, the terms and conditions for:

1. the terms and conditions for the assignment of construction activities, services and/or supplies of goods in BMF PORT BURGAS AD;
2. forecasting the needs for the award of construction, service and/or supply of goods activities in BMF PORT BURGAS AD;
3. planning the conduct of selection procedures, considering the time for preparation, award and conclusion of contracts, including determining the number and type of selection procedures, applicable award procedure, indicative opening period and implementation period, according to the needs and financial resources that the Contracting Body intends to provide;
4. coordination, conduct, completion, reporting and evaluation of the results of the selection procedures conducted, according to these rules and other applicable regulatory acts, as well as coordination between the individual administrative units in BMF PORT BURGAS AD;
5. determination of the employees responsible for forecasting, planning and preparation of the award actions, as well as the procedure for exercising control over their work;
6. organization, conduct and completion of the award actions, including:
 - a) preparation of documents for awarding activities;
 - b) sending and disclosing the necessary information;
 - c) providing explanations on the terms of the contracting activities;
 - d) changing the terms and extending the announced deadlines;
 - e) notifying the relevant interested parties, interested applicants and participants within the specified deadlines;
 - f) preparing protocols, reports, decisions in the form and content corresponding to the requirements of these rules;
 - g) determining the composition and method of work of the commission for selecting applicants and participants, examining and evaluating the offers;
 - h) concluding contracts with the designated contractors and carrying out preliminary control for legality in conducting the procedures for selection and monitoring the implementation of the concluded contracts and for accepting their results, as well as subsequent evaluation of the implementation;
7. the distribution of duties and responsibilities of specific officials in relation to the application/acceptance of the contract, financial conditions, deadlines, penalties and other obligations in accordance with the applicable legislation;
8. implementation of actions in the event of an appeal of the selection procedures;

9. documentation and provision of an audit trail at each stage of the selection procedures cycle and archiving and storage of documents related to their management, including the storage of the selection procedure files;
 10. conducting introductory and maintenance training for persons involved in the management of the selection procedures cycle;
 11. publishing documents in the buyer's profile (where applicable).
- (5) It is not allowed to divide the selection procedures on a regional, administrative - organizational, functional or other basis, in order to reduce the value of the relevant selection procedure.
- (6) When conducting a selection procedure, the Contracting Body shall not have the right to restrict competition by including conditions or requirements that give an unjustified advantage or unreasonably restrict the participation of economic operators and that are not in line with the subject matter, value, complexity, quantity or scope of the activities being awarded.

Section III: FORECASTING AND PLANNING OF SELECTION PROCEDURES

Art. 3. (1) Forecasting the selection procedures includes establishing the number, type and estimated value of the contracting activities, in accordance with the expected needs.

(2) When forecasting the selection procedures with periodic or renewable implementation, it is mandatory to consider the contracts already concluded and the periods in which the Contracting Body is provided with the necessary construction, supplies and services.

(3) Determining the needs is a stage of the overall complex factual composition of the process of awarding and implementing the selection procedure (SP), in which an analysis of the needs of the Company is carried out, which should be satisfied for a certain period of time, respectively - the need to implement precisely defined SPs and the prioritization in terms of time of the need for their assignment and implementation.

Art. 4. (1) By determining the needs, each Applicant motivates a specific initiative (for a selection procedure) and the satisfaction of the need formulated by them, respectively - achieving the goals of the Company.

(2) For the purposes of forecasting, each SP Applicant shall prepare an Initiation Report (IR).

Art. 5. (1) In preparation for the award of the SP, the Applicant may conduct market consultations by seeking advice from independent experts or authorities, or market participants. The consultations may be used, provided that they do not lead to distortion of competition and the principles of non-discrimination and transparency.

(2) Announcements for market consultations with market participants are published on the website of BMF PORT BURGAS AD in Bulgarian and English.

(3) The results of the market consultations shall be summarized in the Initiation Report and are published on the website of the company BMF PORT BURGAS AD.

Art. 6. (1) The Initiation Report (IR) under Art. 7 shall have the following content:

1. subject of the selection procedure and validity period;
2. estimated/indicative value of the procurement activity excluding VAT, if there are separate items - and the estimated value of each separate item;
3. summarized data from the market consultations, if any;
4. in the case of a procedure for collecting offers, by sending an invitation to certain persons, the persons selected by the Applicant shall be indicated, based on a reasoned report.
5. indicative period within which the documentation for the procedure shall be prepared (when required, according to this procedure);
6. proposal for selection criteria: lowest price or optimal quality/price ratio.
7. proposal for the composition of the documentation preparation unit (hereinafter referred to as the DPU) for the relevant selection procedure (when required).
8. Head of the DPU.

(2) The initiating reports in the selection procedures conducted in accordance with the procedure of Art. 11, para. 1 may be sent for coordination also by e-mail.

(3) The reports under para. 1 should contain reasons for the existence of a need for the respective SP.

Art. 7. If necessary, the Financial Director shall prepare a plan - schedule for the implementation of the SP.

Chapter two: BASIC PRINCIPLES AND SELECTION CRITERIA. OBJECTS AND SUBJECTS. ORDER OF AWARD AND APPLICABLE PROCEDURE.

Art. 8. (1) The Executive Director of BMF PORT BURGAS AD is the Contracting Body of the selection procedures and shall conduct the procedure specified in these rules for the award of construction activities, services and/or supplies of goods (Selection Procedure).

(2) In the absence of the Executive Director of BMF PORT BURGAS AD, the obligations of the Contracting Body shall be assumed by a person designated by an order or other act determining the representation of the Contracting Body.

(3) The Executive Director of BMF PORT BURGAS AD may, by their express order, authorize a certain official to organize and/or award selection procedures.

(4) An applicant for selection procedures within the meaning of these rules is any head of a department/unit/division of the general structure of the company.

Art. 9 (1) The Contracting Body shall award the construction activities, services and/or supplies of goods in accordance with the Public Procurement Act of the Republic of Bulgaria, when any of the following activities is directly financed by public funds by more than 50 percent:

1. construction with an estimated value greater than or equal to EUR 5 382 000;
2. services related to construction under item 1, when their estimated value is greater than or equal to EUR 214 997.

(2) The Contracting Body may allow direct award of a contract in the following circumstances:

1. technological necessity of purchasing certain equipment and machinery, in case the same can be supplied only by one distributor who has exclusive rights for sale in the Republic of Bulgaria or when purchasing "second-hand" equipment;
2. when purchasing common consumables and contracting of minor repairs, when their value does not exceed the thresholds for direct award under the Public Procurement Act of the Republic of Bulgaria.
3. when urgent award of the contract is necessary due to exceptional circumstances and it is not possible to comply with the deadlines under this procedure. The circumstances justifying the existence of urgency shall not be attributable to the Contracting Body.
4. when the assignment of supply and service activities is impossible due to the existence of copyright or other intellectual property rights, or exclusive rights acquired by virtue of a law or an administrative act, as well as when the nature of the supply or service is limited to a precisely defined contractor for reasons not attributable to the Contracting Body.

(3) A reasoned report shall be drawn up on the necessity of direct assignment under the procedure of paragraph 2, which shall be approved by the Executive Director.

Art. 10. (1) Except in the cases under Art. 9, the award of selection procedures (SPs) shall be carried out in accordance with the provisions of these rules, regardless of the source of financing.

(2) The Contracting Body shall appoint a contractor after conducting a competitive selection procedure (open procedure), by collecting bids, while observing the principles of free and fair competition, transparency, equality, non-discrimination and conflict of interest.

(3) The estimated value of the procurement activities shall be determined by the Contracting Body and shall include all payments excluding value added tax (VAT), including the envisaged options and renewals of contracts expressly specified in the terms of the selection procedure.

(4) The estimated value shall be current as of the date of opening the selection procedure. The Contracting Body may calculate the estimated value as a result of market research or consultations.

(5) Where the selection procedure includes several separate items, each of which is the subject of a contract, the value of the contract shall be equal to the sum of the values of all items.

(6) When determining the estimated value of a selection procedure for construction, the value of all supplies and services provided by the Contracting Body to the contractor shall be included in it, provided that such are necessary for the performance of the construction.

Art. 11. (1) The collection of offers under Art. 10 shall be carried out by invitation to certain persons or by public invitation, where the conditions for this are met.

(2) The collection of offers by public invitation shall be carried out in the following cases:

1. the value of the services, supplies or construction is greater than or equal to the thresholds for public procurement established within the European Union;
2. in the case of complex infrastructure construction contracts;
3. in the case of applying the relevant procedures under the Public Procurement Act;
4. in the case of the need to apply certain rules and principles under contracts concluded for the implementation of projects and programs of the European Union.

(3) In the absence of pre-selected suitable contractors for a specific contract, the invitation to certain persons may be published on the electronic portal of the company "Buyer Profile" in accordance with the procedure for public invitations.

Art. 12. (1) Selection procedures shall be awarded on the basis of the most economically advantageous tender.

(2) The most economically advantageous tender shall be determined on the basis of one of the following award criteria:

1. lowest price;
2. cost level, considering cost-effectiveness, including life-cycle costs;
3. optimal quality/price ratio, which shall be assessed on the basis of price or cost level, as well as indicators including qualitative, environmental and/or social aspects related to the subject of the contract.

(3) The indicators included in the criterion under para. 2, item 3, may contain:

1. a measure of quality, including technical parameters, aesthetic and functional characteristics, accessibility, intended for all users, social, environmental and innovative characteristics and innovative commercial techniques and conditions;
2. organization and professional competence of the staff assigned to the performance of the contract, when the quality of the staff engaged in the performance of the contract may have a significant impact on the performance of the contract, or
3. service and maintenance, technical assistance and conditions, such as: date of performance, method and period of performance or period of completion.

(4) The indicators included in the criteria under para. 2, items 2 and 3, shall be related to the subject of the contract. They may contain factors that relate to any stage of the life cycle of the construction, supplies or services, regardless of whether these factors relate to the characteristics specified in the technical specifications. They shall not give unlimited freedom of choice and shall guarantee real competition.

(5) Where the award criterion includes more than one indicator, the Contracting Body shall determine in the Evaluation Methodology the relative weight of all indicators, and where this is objectively impossible, shall arrange them in descending order of importance. The Contracting Body may determine the minimum and maximum permissible values of the quantitative indicators. Where the evaluation indicator is related to a time limit, including for warranty support, the Contracting Body shall determine minimum and/or maximum limits, considering the time required to complete the contract in accordance with its complexity and the requirements of the applicable regulatory enactments.

(6) The Conditions for Participation or the invitation shall specify the methodology for comprehensive evaluation and the method for determining the score for each indicator. The method shall:

1. enable the level of performance proposed in each tender to be assessed in accordance with the subject matter of the tender and the technical specifications;
2. enable the technical proposals in the tenders to be compared and assessed objectively;
3. provide participants with sufficient information on the rules that will be applied in determining the assessment for each indicator, as for: a) the quantitative indicators, the values shall be determined in figures or percentages and the method of their calculation shall be indicated; b) the qualitative indicators, which are not quantitatively determinable, the method of their assessment by the commission with a specific value through expert assessment shall be indicated.

(7) In duly justified cases, the price to be paid or the costs may be fixed. In such cases, the assessment shall be based solely on the indicators related to the measurement of quality.

(8) In a procedure with a design and construction subject, the assessment indicators shall include characteristics relevant to each of the two activities.

(9) The inclusion of assessment indicators that take into account the time for making payments (deferred or installment payment) or assessing the amount or refusal of an advance payment, when an advance is envisaged, shall not be permitted.

(10) Where the prices of the goods or services subject to the procedure are subject to regulation, participants may offer different prices only where this does not violate the policy of regulating these prices.

(11) The Contracting Body shall not have the right to include selection criteria as indicators for the evaluation of tenders.

Art. 13. (1) Life-cycle costs shall include the acquisition price and one or more of the following costs:

1. costs borne by the Contracting Body or other users, such as: a) costs of use, such as consumption of energy and other resources; b) maintenance costs; c) costs at the end of the operational period, such as collection and recycling costs;
2. costs related to environmental factors in relation to the product, service or construction during its entire life cycle, provided that their value can be determined and verified; these costs may be related to greenhouse gas emissions and other harmful emissions or to mitigating the effects of climate change.

(2) Where contracting authorities provide for an assessment of life-cycle costs, they shall indicate in the conditions for participation the data to be submitted by the participants and the method for determining the assessment.

(3) Where costs relating to environmental factors are assessed, the method for determining their assessment shall meet the following conditions:

1. be based on non-discriminatory criteria and allow for objective verification; where the method is developed for the specific contract, it shall not give unjustified advantage to some persons and place others at a disadvantage;
2. be accessible to all interested parties;
3. the data required by the Contracting Body can be provided by the participants with reasonable efforts, including when they are from third countries that are parties to the Agreement on Government Procurement (GPA) of the World Trade Organization or are parties to other international agreements to which the European Union is bound.
- (4) Where a method for calculating certain life-cycle costs is mandatory under a legislative act of the European Union, contracting authorities shall use that method.

Art. 14. (1) The Contracting Body requires the submission within 5 days of a justification for the method of forming a proposal in the offer of a participant related to price or costs, when it is more than 20 percent more favorable than:

1. the average value of the proposals of the other participants under the same evaluation indicator - if three or more offers are admitted to evaluation;
2. the announced estimated value, and when this is not applicable - by another appropriate and objective basis for comparison previously determined by the Contracting Body, specified in the announced terms of the contract - if one or two offers are admitted to evaluation

(2) The justification under para. 1 may relate to:

1. the economic features of the production process, the services provided or the construction method;
2. the technical solutions chosen or the existence of exceptionally favourable conditions for the participant for the provision of the products or services or for the execution of the construction;

3. originality of the solution proposed by the participant in relation to the construction, supplies or services;

4. the possibility for the participant to receive state aid.

(3) The justification received shall be assessed in terms of its completeness and objectivity regarding the circumstances under para. 2, to which the participant refers. If necessary, the participant may be requested to provide further information. The justification may not be accepted and the participant may be removed only when the evidence submitted is not sufficient to justify the proposal.

(4) A tender shall not be accepted when, upon evaluation of the justification, it is established that the tender does not comply with the norms and rules related to environmental protection, social and labor law, applicable collective agreements and/or provisions of international environmental, social and labor law, which are listed in Annex No. 10 of the Public Procurement Act.

(5) A tender shall not be accepted if, upon assessment of the justification, it is established that state aid has been received for which the participant cannot prove within the prescribed period that it is compatible with the internal market within the meaning of Article 107 of the Treaty on the Functioning of the European Union.

Art. 15 (1) In the procedure for selecting a contractor pursuant to Art. 11, para. 2, the persons from the DPU shall prepare the documentation for participation in the relevant procedure in a separate file, based on the initiating reports and in accordance with these rules.

(2) The prepared documentation for the award of the SP shall be coordinated by the Financial Director and the Chief Legal Counsel, who shall carry out a preliminary control for legality and fill in the Checklist – Appendix No. 1.

(3) The documentation shall be approved by a decision of the Contracting Body or the persons authorized by it.

Chapter three: PREPARATION AND ANNOUNCEMENT OF PROCEDURES FOR AWARDING A SELECTION PROCEDURE

Section I. PREPARATION FOR OPENING THE PROCEDURES

Art. 16. The DPU prepares a file for each individual SP which includes the necessary documents under Art. 12, Art. 13 and Art. 14 depending on the type of procedure

Art. 17. For Construction procedures (except for emergency construction works), the Applicant may attach to the IR, depending on the technical complexity and requirements for implementation, the following documents:

1. a full description of the object of the order and the types of activities, indicating the objectives, volume, scope and requirements for the implementation of the object of the order, including separate items (on paper and electronic media);
2. technical specifications (on paper and electronic media; signed by the employee who prepared it), specifying: – bills of quantities; – technical requirements; – minimum requirements for applicants/participants - permits to carry out the activity, licenses, certificates, insurance and qualification, etc. (in case they are necessary for the implementation of the order); – minimum requirements for the technical equipment necessary for the implementation of the order (if any); requirements for the materials used and the completed construction; – measures for environmental protection and safe working conditions (if any); – deadlines for the implementation of the design (in the case of engineering) and construction and installation works / construction and renovation works; conditions for acceptance of the site;
3. working/technical design (coordinated with the relevant coordinating institutions under Art. 121 of the Spatial Planning Act), if applicable;
4. comprehensive report for the assessment of compliance with the essential requirements for construction works or a building permit, if applicable;
5. initial data for: underground cadastre, existing networks and facilities of the technical infrastructure (electricity, water supply, gas transmission network, district heating pipes, telephone cables, etc.), the presence of which is essential for the quality performance of the order (if applicable);
6. specific evaluation criteria (if any);
7. specific clauses to be included in the draft contract (if any).

Art. 18. For procedures for delivery to the IR, the Applicant may apply, depending on the requirements for implementation, the following documents:

1. technical specification (on paper and electronic media; signed by the employee who prepared it), defining: – general description of the subject of the order; quantity of goods (if applicable), subject of the order (including in the case of separate items); – technical characteristics depending on the subject of the order; – delivery conditions.
2. specific evaluation criteria (if any);
3. specific clauses to be included in the draft contract (if any).

Art. 19. For procedures for services to the IR, the Applicant may apply, depending on the requirements for implementation, the following documents:

1. technical specifications (on paper and electronic media; signed by the employee who prepared them), defining: – general description of the subject of the contract; – main and specific objectives of the subject of the contract; – main activities related to the implementation of the contract; – expected results and requirements for them; – time

and place for the performance of the contract; – organization and method of implementation; – minimum requirements for the technical and professional capabilities of the participant; – coordinated acceptance procedures (if applicable).

2. specific evaluation criteria (if any);

3. specific clauses to be included in the draft contract (if any).

Art. 20. (1) The DPU may use external experts to prepare the documentation for the SP or individual parts thereof in cases where the subject of the SP is technically complex or the Contracting Body does not have an employee with appropriate professional competence.

(2) The external expert under para. 1 may be a person from the list of the Public Procurement Agency or another person with appropriate competence. The work of the external expert shall be subject to remuneration, which shall be subject to prior agreement.

Art. 21. (1) The Contracting Body shall exclude a participant from participation in the selection procedure when:

1. they have been convicted by a final judgment for a crime under Art. 108a, Art. 159a - 159d, Art. 172, Art. 192a, Art. 194 - 217, Art. 219 - 252, Art. 253 - 260, Art. 301 - 307, Art. 321, 321a and Art. 352 - 353f of the Criminal Code;

2. have been convicted by a final judgment for a crime similar to those under item 1 in another Member State or a third country;

3. have obligations for taxes and mandatory social security contributions within the meaning of Art. 162, para. 2, item 1 of the Tax and Social Security Procedure Code and the interest thereon to the state or to the municipality of the seat of the Contracting Body and the participant, or similar obligations under the legislation of the state in which the participant is established, proven by an effective act of a competent authority.

4. there is inequality, in the cases of art. 8, para. 1 of these Rules;

5. it is established that: a) they have submitted a document with false content, which proves the declared lack of grounds for exclusion or the declared fulfillment of the selection criteria; b) they have not provided the required information related to certifying the lack of grounds for exclusion or the fulfillment of the selection criteria;

6. it is established by an effective penal decree or court decision, a violation of art. 61, para. 1, art. 62, para. 1 or 3, art. 63, para. 1 or 2, Art. 118, Art. 128, Art. 228, Para. 3, Art. 245 and Art. 301 - 305 of the Labor Code or Art. 13, Para. 1 of the Labor Migration and Labor Mobility Act or similar obligations established by an act of a competent authority, according to the legislation of the country in which the participant is established;

7. there is a conflict of interest that cannot be eliminated.

8. it is a related person within the meaning of § 2, item 45 of the Additional Provisions of the Public Procurement Act with another participant in the procedure;

"Related persons" are those within the meaning of § 1, items 13 and 14 of the additional provisions of the Public Offering of Securities Act.

9. Pursuant to Art. 3, item 8 of the Act on the Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Controlled by Them and Their Beneficial Owners, companies registered in jurisdictions with a preferential tax regime and the persons controlled by them may not directly and/or indirectly participate in the procedure, including through a civil partnership/consortium in which a company registered in a jurisdiction with a preferential tax regime participates; The prohibition does not apply to the exceptions regulated in Art. 4 of the Act on the Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Controlled by Them and Their Beneficial Owners. The sanctions for applying an exception to the prohibition based on false data are regulated in Art. 5, para. 1, item 3 of the same law;

10. the circumstances under Art. 87 of the Counter-Corruption and Unlawfully Acquired Assets Forfeiture Act are present.

(2) The grounds under para. 1, items 1, 2 and 7 shall apply to the persons representing the participant and to the members of its management and supervisory bodies according to the register in which the participant is entered, if any, or the documents certifying its legal personality. When a legal entity is included in the composition of these bodies, the grounds shall apply to the individuals representing it according to the register in which the legal entity is entered, if any, or the documents certifying its legal personality.

(3) In the cases under para. 2, when the participant or a legal entity in the composition of its control or management body is represented by an individual by power of attorney, the grounds under para. 1, items 1, 2 and 7 shall also apply to this individual.

(4) Paragraph 1, item 3 shall not apply where the amount of unpaid taxes or social security contributions is up to 1 per cent of the amount of the annual total turnover for the last completed financial year, but not more than EUR 25,000.

Article 21a (1) In connection with Article 5k, paragraph 1, of Council Regulation (EU) No 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, the following shall not be allowed to participate in the procedures under these Rules:

- a) Russian citizens or natural or legal persons, entities or bodies established in Russia;
- b) legal persons, entities or bodies in which more than 50% of the ownership right is directly or indirectly owned by an entity referred to in point a); or
- (c) natural or legal persons, entities or bodies acting on behalf of or at the direction of an entity referred to in point (a) or (b).

(2) The prohibition shall also apply to subcontractors, suppliers or entities whose capacity is used in accordance with these rules, where their participation in the performance of the contract is more than 10 % of its value.

(3) Exceptions are admissible under the conditions of Art. 5k, par. 2 in conjunction with Art. 9 of the Regulation.

Art. 22. (1) The Contracting Body may exclude from participation in a selection procedure a participant who is in any of the following circumstances:

1. has been declared bankrupt or is in bankruptcy proceedings, or is in liquidation proceedings, or has concluded an out-of-court agreement with its creditors within the meaning of Art. 740 of the Commercial Act, or has ceased its activities, and in the event that the participant is a foreign person - is in a similar situation arising from a similar procedure, according to the legislation of the country in which it is established;
2. is deprived of the right to exercise a certain profession or activity according to the legislation of the country in which the act was committed;
3. has concluded an agreement with other persons with the aim of distorting competition, where the violation has been established by an act of a competent authority;
4. has been proven guilty of failure to perform a public procurement contract or a works or service concession contract, which has led to its termination or early termination, payment of compensation or other similar sanctions, except in cases where the failure to perform affects less than 50 percent of the value or volume of the contract;
5. has attempted to: *a)* influence the decision-making of the Contracting Body related to the exclusion, selection or award, including by providing false or misleading information, or *b)* obtain information that may give it an unjustified advantage in the selection procedure.

(2) The Contracting Body shall indicate the circumstances under para. 1 in the conditions for participation.

(3) Where the Contracting Body has set a requirement for the absence of circumstances under para. 1, item 1, it has the right not to exclude a participant from the procedure on the specified grounds, if it is proven that the same has not ceased its activity and is able to perform the contract in accordance with the applicable national rules for the continuation of economic activity in the country in which it is established.

Art. 23 (1) A participant for whom there are grounds under Art. 21 and under the grounds specified in the conditions for participation under Art. 21, para. 1, has the right to present evidence that it has taken measures that guarantee its reliability, despite the existence of the relevant ground for exclusion. For this purpose, the participant may prove that:

1. it has repaid its obligations, including accrued interest and/or fines or that they have been repaid, deferred or secured;
2. it has paid or is in the process of paying due compensation for all damages incurred as a result of the crime or violation committed by it;

3. has comprehensively clarified the facts and circumstances, actively cooperating with the competent authorities, and has implemented specific instructions, technical, organizational and personnel measures to prevent new crimes or violations.

4. has fully paid the amount due under Art. 128, Art. 228, para. 3 or Art. 245 of the Labor Code.

(2) The Contracting Body shall examine the measures taken by the participant and assess them, taking into account the severity and specific circumstances related to the crime or violation.

(3) The reasons for accepting or rejecting the measures taken under Para. 1 and the evidence presented shall be stated in the minutes of the commission's work.

(4) A participant who, by a final judgment or other act in accordance with the legislation of the country in which the judgment was pronounced or the act was issued, is deprived of the right to participate in public procurement or concession procedures, shall not have the right to use the opportunity provided for in para. 1 for the time specified in the judgment or act.

Art. 24 (1) The Contracting Body shall exclude from the procedure a participant for whom the grounds under Art. 21 and Art. 21a and the grounds specified in the conditions for participation under Art. 21, para. 1, arise before or during the procedure and when in the cases under Art. 21 it has assessed that the measures taken are not sufficient to guarantee the reliability of the participant.

(2) Paragraph 1 shall also apply when a participant in the procedure is an association of natural and/or legal persons and any of the grounds for exclusion is present for a member of the association.

(3) The grounds for exclusion shall apply until the expiry of the following periods:

1. five years from the entry into force of the judgment - with regard to circumstances under Art. 21, para. 1, items 1 and 2, unless another term of the punishment is specified in the judgment;

2. three years from the date of: *a)* the entry into force of the decision of the Contracting Body, by which the participant is excluded for the existence of the circumstances under Art. 21, Para. 1, Item 5; *b)* the entry into force of an act of a competent authority, by which the existence of the circumstances under Art. 21, Para. 1, Item 6 and Art. 22, Para. 1, Items 2 and 3 is established, unless another term is specified in the act; *c)* the entry into force of a court or arbitration decision or of another document, by which the existence of the circumstances under Art. 22, Para. 1, Item 4 is proven.

(4) In the case of exclusion under Art. 21, Art. 21a and Art. 22, the Contracting Body shall provide evidence of the existence of grounds for exclusion.

Art. 25 (1) To prove the absence of grounds for exclusion, the participant selected as a contractor in an open procedure pursuant to Art. 11, para. 2, shall submit:

1. for the circumstances under Art. 21, Para. 1, Item 1 - a criminal record certificate;

2. for the circumstance under Art. 21, Para. 1, Item 3 - a certificate from the revenue authorities and a certificate from the municipality of the seat of the Contracting Body and the participant;
 3. for the circumstance under Art. 21, Para. 1, Item 6 and Art. 22, Para. 1, Item 4 - a certificate from the bodies of the General Labor Inspectorate Executive Agency;
 4. for the circumstances under Art. 22, Para. 1, Item 1 - a certificate issued by the Registry Agency.
- (2) The certificate under Art. 121, Para. 1, Item 4 shall be issued within 15 days of receipt of the request from the participant selected as the contractor.
- (3) When the participant selected as the contractor is a foreign person, they shall submit the relevant document under Para. 1, issued by a competent authority, in accordance with the legislation of the country in which the participant is established.
- (4) In the cases under Para. 3, when documents for the specified circumstances are not issued in the relevant country or when the documents do not include all circumstances, the participant shall submit a declaration, if such a declaration has legal significance in accordance with the legislation of the relevant country.
- (5) When the declaration has no legal significance, the participant shall submit an official application made to a competent authority in the relevant country.
- (6) The absence of the grounds under Art. 21a shall be certified by a declaration, according to the template.
- (7) To prove the absence of grounds for exclusion, the participant selected as a contractor in an open procedure pursuant to Art. 11, para. 1, shall submit a declaration in accordance to the template.

Art. 26. (1) The DPU shall prepare, in accordance with their competence, the approved IR draft of the documentation for conducting the SP.

(2) When collecting offers with a public invitation, the documentation under para. 1 shall necessarily contain the following documents:

1. Invitation;
2. Conditions for participation;
3. Technical specification;
4. Evaluation methodology;
5. Draft contract;
6. Confidentiality agreement;

(3) When collecting offers with an invitation to certain persons, the Applicant shall propose and justify in the Initiation Report the requirements for the documents, depending on the established selection criteria, the technical complexity and certain conditions of the supplies, services and construction.

Section II. INVITATION TO PARTICIPATE

Art. 27. (1) The invitation to participate shall contain general information about the subject of the SP and a deadline for submitting tenders, which may not be shorter than 20 (twenty) calendar days from the publication of the invitation and the documentation in the Buyer's Profile or its sending to certain persons. When setting a deadline for receiving tenders, the Contracting Body shall take into account the complexity of the selection procedure and the time required to prepare the tenders, without prejudice to the minimum deadline set in these rules.

(2) When urgent award of the contract is necessary due to exceptional circumstances and it is not possible to comply with the deadlines under this procedure, the Contracting Body shall set a shorter deadline, depending on the specific events.

(3) The invitation shall contain information about the availability of separate items.

(4) In the case of a public invitation, the same shall contain information about the date, place and time for opening the tenders.

Section III. CONDITIONS FOR PARTICIPATION

Art. 28 (1) The conditions for participation shall contain information on:

1. Contracting Body of the procedure;
2. Subject of the procedure;
3. Type of procedure;
4. Legal basis;
5. Estimated value;
6. Deadline for implementation;
7. Place of implementation;
8. Lot positions;
9. Possibility of submitting variants of the offer;
10. Requirements for participants;
11. Selection criteria;
12. General requirements for documents and offers;
13. Instructions for preparation and submission of offers;
14. Procedure for consideration, evaluation and ranking of offers;
15. Determination of a contractor;
16. Conclusion of a contract.
17. Termination of the procedure.

(2) The following templates shall be attached to the conditions for participation:

1. Template of a Technical Proposal;
2. Price Proposal Template;
3. The European single procurement document Template or instructions for downloading, completing and submitting.

4. Other templates as needed.

Section IV. Selection criteria

Art. 29. (1) The Contracting Body may determine selection criteria for the participants that relate to:

1. suitability (legal capacity) to exercise professional activity;
2. economic and financial standing;
3. technical and professional abilities.

(2) The Contracting Body may use only the selection criteria under these rules for the participants that are necessary to establish their ability to perform the contract. The criteria set shall be consistent with the subject matter, value, volume and complexity of the contract. When there are separate items in the selection procedure, the selection criteria for each of the separate items shall correspond to the subject matter, value, volume and complexity of the respective item.

(3) The Contracting Body shall not have the right to require from the participants other documents to prove compliance with the set selection criteria, except those specified in these rules.

(4) The Contracting Body shall specify the selection criteria and the documents by which their fulfillment is proven in the conditions for participation.

(5) In the case of participation of associations that are not legal entities, compliance with the selection criteria related to professional competence and experience for the performance of the contract, as well as those for registration, presentation of a certificate or other condition necessary for the performance of the contract, in accordance with the requirements of a regulatory or administrative act, shall be proven by the relevant members of the group in accordance with the distribution of their participation in the performance of the activities, provided for in the contract for the establishment of the group.

(6) Where the conditions for the performance of the contract need to include those that relate to groups and differ from the conditions for individual participants or applicants, they shall be justified by objective reasons and be proportionate.

Art. 30. (1) Where necessary, the Contracting Body has the right to require participants to be entered in the commercial register and/or in a relevant professional register, and for foreign entities - in similar registers in accordance with the legislation of the Member State in which they are established.

(2) In the procedures for the selection of a service provider, where the performance of the relevant service, in accordance with the legislation of the country in which the participant is established, requires a special permit or membership in a specific organization, the Contracting Body may require it to prove the existence of such permit or membership.

Art. 31. (1) With regard to the economic and financial situation of the participants, the Contracting Body may set one or more of the following requirements:

1. for the last three completed financial years, they shall have achieved a minimum total turnover, including a minimum turnover in the field falling within the scope of the contract, calculated on the basis of annual turnover;
2. to have professional liability insurance, where such a requirement arises from a regulatory act;
3. to have achieved a positive ratio between certain assets and liabilities.

(2) The minimum total turnover required by contracting authorities under para. 1, item 1 shall be consistent with the value, volume and term for performance of the contract and may not exceed twice its estimated value, unless this is justified by the nature of the construction, services or supplies. In the event that the Contracting Body requires a turnover that exceeds the maximum permissible, it shall justify this in the conditions for participation.

(3) When a certain procedure is divided into separate items, the requirement under para. 2 shall apply to each separate item.

Art. 32. (1) To prove the economic and financial standing of the applicants or participants, one or more of the following documents shall be submitted, in connection with the requirements set:

1. certificates from banks;
2. evidence of the existence of professional liability insurance;
3. the annual financial statements or their components, where their publication is required by the legislation of the country in which the applicant or participant is established;
4. a statement of the total turnover and/or the turnover in the field falling within the scope of the contract.

(2) Where, for a valid reason, a participant is unable to submit the documents requested by the Contracting Body, it may prove its economic and financial standing by means of any other document which the Contracting Body considers appropriate.

(3) The information under para. 1, items 3 and 4 shall cover the last three completed financial years. The information may also cover a shorter period depending on the date on which the applicant or participant was established or commenced its activities.

Section V. Technical capacity

Art. 33. (1) The Contracting Body may determine criteria on the basis of which it establishes that the participants have the necessary human and technical resources, as well as experience to perform the contract while observing an appropriate quality standard. The Contracting Body may require the applicant or participant:

1. to have performed activities with a subject and scope identical or similar to those of the contract, for the last: a) 5 years from the date of submission of the offer - for construction; b) three years from the date of submission of the offer - for supplies and services;
 2. to have the necessary number of technical persons and/or organizations, included or not in the structure of the applicant or participant, including those responsible for quality control, and in construction procedures - the persons who will perform the construction;
 3. to have the necessary technical means and facilities for quality assurance, including for research and study, as well as to apply certain quality assurance measures;
 4. to have a system for managing and tracking deliveries, which it will apply during the performance of the contract;
 5. to have staff and/or management with a certain professional competence for the performance of the contract, in case the requirement is not used as an indicator for the evaluation of the offers;
 6. to apply certain environmental protection measures in the performance of the contract;
 7. to submit information on the average annual number of staff and on the number of members of the management for the last three years;
 8. to have tools, facilities and technical equipment necessary for the performance of the contract;
 9. the goods shall be certified by accredited quality control persons, certifying their compliance with the specified specifications or standards;
 10. to apply quality management systems, including those for access for people with disabilities;
 11. to apply environmental protection systems or standards.
- (2) In the cases under para. 1, item 1, when the nature of the procedure requires it, the contracting authorities may accept experience for a period longer than the specified one.
- (3) When the subject of the procedure is complex or has a special purpose, the Contracting Body may check the technical capabilities of the participant and, if necessary, the testing and research equipment and the quality assurance capabilities. The Contracting Body may also request this from a competent authority of the country in which the participant is established, if this authority agrees to carry out an inspection on behalf of the Contracting Body.
- (4) When awarding procurement procedures that require installation or assembly works, for the provision of services or for the execution of construction, the Contracting Body may set requirements for the participants regarding their skills and experience to provide the service or to carry out the installation or construction works.

(5) In the cases under para. 4, the Contracting Body may also provide for a requirement in the terms of the procedure that activities of particular importance be carried out directly by the participant itself, respectively by a participant in the association.

Art. 34 (1) To prove the technical and professional abilities of the participants, one or more of the following documents shall be submitted, in connection with the requirements set:

1. a list of the construction, identical or similar to the subject of the procedure, accompanied by certificates of good performance, which contain the value, date on which the performance was completed, place, type and volume, as well as whether it was performed in accordance with the regulatory requirements;
2. a list of supplies or services that are identical or similar to the subject of the contract, indicating the values, dates and recipients, together with documents proving the supply or service performed;
3. a list of technical persons and/or organizations, whether or not included in the structure of the participant, including those responsible for quality control, and in construction procedures - the persons who will perform the construction;
4. a list of technical means and facilities for quality assurance, including for research and study, as well as a description of the measures used by the participant to ensure quality;
5. description of the system for managing and tracking supplies;
6. list of the personnel that will perform the contract and/or of the members of the management team who will be responsible for the performance, as well as documents proving the professional competence of the persons;
7. description of the environmental protection measures and, where applicable, an indication of the standards or norms that are applied;
8. declaration of the average annual number of personnel and the number of members of the management team for the last three years;
9. declaration of the tools, facilities and technical equipment that will be used to perform the contract;
10. certificates issued by accredited persons for quality control, certifying the conformity of the goods with the relevant specifications or standards.

(2) The Contracting Body may not accept the submitted proof of technical and professional abilities when it originates from a person who has an interest that may lead to a benefit within the meaning of Art. 72 of the Counter-Corruption and Unlawfully Acquired Assets Forfeiture Act.

(3) Where the Contracting Body requires the submission of certificates attesting the participant's compliance with quality management standards, including those for access for people with disabilities, the Contracting Body shall indicate the quality management systems through the relevant series of European standards.

(4) Where the Contracting Body requires the submission of certificates attesting the participant's compliance with certain environmental protection systems or standards, it shall indicate the European Union Eco-Management and Audit Scheme (EMAS) or the environmental protection standards through the relevant European or international standards. The Contracting Body shall also have the right to refer to other environmental management systems recognised in accordance with Art. 45 of Regulation (EC) No 1221/2009 of the European Parliament and of the Council of 25 November 2009 on the voluntary participation by organisations in a Community eco-management and audit scheme (EMAS) and repealing Regulation (EC) No 761/2001 and Commission Decisions 2001/681/EC and 2006/193/EC (OJ, L 342/1 of 22 December 2009) or other environmental management standards based on the relevant European or international standards of accredited bodies.

(5) The certificates under para. 3 and 4 shall be issued by independent persons who are accredited under the relevant series of European standards by the Bulgarian Accreditation Service Executive Agency or by another national accreditation body that is a party to the Multilateral Agreement on Mutual Recognition of the European Accreditation Organization, for the relevant field or meet the requirements for recognition under Art. 5a, para. 2 of the Law on the National Accreditation of Assessment Bodies compliance.

(6) The Contracting Body shall accept equivalent certificates issued by bodies established in other Member States.

(7) The Contracting Body shall also accept other evidence of equivalent measures for quality assurance or environmental protection, where a participant did not have access to such certificates or was unable to obtain them within the relevant time limits for reasons beyond its control.

(8) In the cases under para. 7, the participant shall be able to prove that the measures proposed are equivalent to those required.

Art. 35 (1) Participants may, for the specific contract, use the capacity of third parties, regardless of the legal relationship between them, to prove compliance with the criteria related to economic and financial standing, technical and professional abilities.

(2) With regard to the criteria related to professional competence and experience for the performance of the contract, participants may use the capacity of third parties only if these persons will participate in the performance of the part of the contract for which this capacity is required.

(3) When the participant uses the capacity of third parties, it shall be able to prove that it will have their resources at its disposal by submitting documents for the obligations assumed by the third parties.

(4) The third parties shall meet the relevant selection criteria, for the proof of which the participant will use their capacity and for them there shall be no grounds for exclusion from the procedure.

(5) The Contracting Body requires the participant to replace the third party indicated by it, if it does not meet any of the conditions under para. 4, due to a change in circumstances before the conclusion of the contract.

(6) In the terms of the procedure, the Contracting Body may provide for a requirement for joint and several liability for the performance of the contract by the participant and the third party, whose capacity is used to prove compliance with the criteria related to the economic and financial situation.

(7) When a participant in the procedure is an association of natural and/or legal persons, it may prove the fulfillment of the selection criteria with the capacity of third parties, subject to the conditions under para. 2 - 4.

Art. 36. (1) The participants shall indicate in the tender the subcontractors and the share of the contract that they will assign to them, if they intend to use such. In this case, they shall provide evidence of the obligations assumed by the subcontractors.

(2) The subcontractors shall meet the relevant selection criteria according to the type and share of the contract that they will perform, and there shall be no grounds for exclusion from the procedure for them.

(3) The contractors shall conclude a subcontract with the subcontractors specified in the tender.

(4) The Contracting Body shall require the replacement of a subcontractor that does not meet any of the conditions under para. 2 due to a change in circumstances prior to the conclusion of the contract.

(5) The subcontractors shall not have the right to reassign one or more of the activities included in the subject matter of the subcontract.

(6) The delivery of goods, materials or equipment necessary for the performance of the contract shall not constitute a violation of the prohibition under para. 5, where such delivery does not include installation, as well as the conclusion of service contracts that are not part of the contract or subcontract, respectively.

(7) Where the part of the order that is performed by a subcontractor can be handed over as a separate object to the contractor or the Contracting Body, the Contracting Body shall pay remuneration for this part to the subcontractor.

(8) Payments under para. 7 shall be made on the basis of a request made by the subcontractor to the Contracting Body through the contractor, who shall provide it to the Contracting Body within 15 days of its receipt.

(9) The contractor shall submit a statement to the request under para. 8, indicating whether they dispute the payments or part of them as being undue.

(10) The Contracting Body shall have the right to refuse payment under para. 7, when the payment request is contested, until the reason for the refusal is eliminated.

(11) The applicable rules regarding direct payments with subcontractors are specified in the conditions for participation and in the contract for awarding the contract.

(12) Regardless of the possibility of using subcontractors, the responsibility for the performance of the contract lies with the contractor.

(13) In construction procedures, as well as for services, the performance of which is provided at the Contracting Body's site, after the conclusion of the contract and at the latest before the start of its performance, the contractor shall notify the Contracting Body of the name, contact details and representatives of the subcontractors specified in the offer. The contractor shall notify the Contracting Body of any changes in the information provided during the performance of the contract.

(14) Replacement or inclusion of a subcontractor during the performance of a contract is allowed if necessary, if the following conditions are simultaneously met:

1. the new subcontractor does not have the grounds for exclusion in the procedure;
2. the new subcontractor meets the selection criteria in relation to the work and the type of activities it will perform.

(15) When replacing or including a subcontractor, the contractor shall submit to the Contracting Body a copy of the contract with the new subcontractor together with all documents proving the fulfillment of the conditions under para. 14, within three days of its conclusion.

Section VI: Declaration of personal status and compliance with the selection criteria

Art. 37. (1) When submitting a tender under a procedure for collecting tenders with a public call for tenders, the participant shall declare the absence of grounds for exclusion and compliance with the selection criteria by submitting The European single procurement document. The relevant information required by the Contracting Body shall be provided therein and the national databases containing the declared circumstances or the competent authorities which, under the legislation of the country in which the participant is established, are required to provide information shall be indicated.

(2) Where the participant has indicated that it will use the capacity of third parties to prove compliance with the selection criteria or that it will use subcontractors, a separate European single procurement document shall be submitted for each of these persons, which shall contain the information under para. 1.

(3) The single European document shall be provided in electronic form in accordance with a model approved by an act of the European Commission.

(4) The Contracting Body may require at any time after the opening of tenders the submission of all or part of the documents proving the information specified in the European single procurement document, where this is necessary for the lawful award of the procedure.

(5) Where the participant is an association which is not a legal entity, the European single procurement document shall be submitted by each of the participants in the

association. Where it is necessary to declare circumstances relating to the association, the European single procurement document shall also be submitted for the association.

Chapter four: CONDUCT OF THE CONTRACTOR SELECTION PROCEDURE

Art. 38. (1) The decision and documentation for the SP, announced through a public invitation, containing instructions to the participants (including sample documents) shall be completed and published in the Buyer's Profile by the Head of the DPU. The decision and documentation for the SP, announced through an invitation to specific persons, containing instructions to the participants (including sample documents, where necessary) shall be completed and sent to the persons specified in the Initiation Report by the Head of the DPU.

(2) The invitation under Art. 26, para. 1, item 1 shall be published on the company's website in the sections "News" and "Buyer Profile" in Bulgarian and English. At the discretion of the Applicant, the invitation may also be published through other public information means.

(3) The Contracting Body shall provide unlimited, full, free and direct access to the announced documentation in the Buyer's Profile.

(4) Participants may request in writing from the Contracting Body clarifications on the conditions contained in the documentation up to 5 working days before the expiry of the deadline for receipt of applications for participation and/or offers. The request for clarification shall be sent to the company's e-mail address specified in the invitation.

(5) Clarifications shall be provided in writing and shall be announced in the buyer's profile within 2 working days of their receipt. The clarifications shall not indicate the person who made the inquiry.

Art. 39. (1) All communications and actions with the participants/applicants related to the conduct of each specific procedure shall be in writing.

(2) The exchange of information shall be carried out in person against signature; by courier service; by post; electronically under the terms of the Electronic Document and Electronic Trust Services Act or through a combination of these means at the choice of the Contracting Body. Participants may submit their letters, inquiries, notifications by registered letter with return receipt, by courier service or electronically under the terms and conditions of the Electronic Document and Electronic Trust Services Act, and they shall be addressed to the Contracting Body, respectively to the Head of the DPU.

Art. 40 (1) The participants in the SP shall prepare and submit their tender in accordance with the requirements of the decision and the SP documentation.

(2) All documents attached to the tender shall be prepared in Bulgarian. If the tender includes documents in a foreign language, they shall be accompanied by a translation into Bulgarian.

(3) Documents that are not submitted in original shall be certified by the participant with the stamp "True to the original", signed by the legal representative/s or a person expressly authorized for the purpose and stamped.

(4) Documents that individuals fill out in their personal capacity cannot be signed by a proxy.

(5) Each participant in the procedure is entitled to submit only one tender.

(6) No entries between the lines, deletions or corrections are allowed in the tender.

Art. 41. Documents related to participation in the SP in the procedure for selecting a contractor with an invitation to certain persons shall be sent electronically.

Art. 42 (1) Documents related to participation in the SP in the procedure for selecting a contractor with a public invitation shall be submitted in a sealed opaque package, on which shall be indicated: the name of the participant, including the participants of the association, where applicable; correspondence address, telephone and, if possible, fax and e-mail address; the name of the contract for which the documents are submitted.

(2) Each participant shall submit the following documents in a sealed opaque package:

1. Application for participation, which contains:

1.1. List of documents and information contained in the tender – original in free text;

1.2. The Single European Document shall be submitted in electronic form, signed electronically or with a handwritten signature;

1.3. Documents to prove the reliability measures taken – where applicable;

1.4. Documents for an association that is not a legal entity, to establish the legal basis for its creation – *where applicable*;

2. The tender includes:

2.1. A technical proposal, which contains:

2.1.1. An authorization document, when the person submitting the offer is not the legal representative of the participant or the person representing the participants in the association, according to the agreement on the establishment of the association (*in original*);

2.1.2. A proposal for the execution of the order (Technical Proposal), completed according to the template, prepared in accordance with the technical specification and the requirements of the Contracting Body, including a declaration of agreement with the clauses of the attached draft contract and a declaration of the validity period of the offer.

2.1.3. A price proposal, containing the participant's proposal regarding the total final price for the execution of the order, completed according to the template. The total final price shall include all costs related to the quality performance of the contract, including fees, travel expenses, taxes, insurance, other expenses, including those in connection

with the conduct of various procedures, as well as the contractor's profit. The price proposal shall be submitted in a separate sealed opaque envelope marked "Proposed Price Parameters", which shall be placed in the general packaging with the offer. No information regarding the price proposed by the participant shall be indicated outside the envelope "Proposed Price Parameters". The proposed price shall be indicated in EUR, excluding and including VAT, determined in full compliance with the terms of the Contracting Body's announcement and the documentation for the procedure, including all costs of performing all works, activities, services, etc., necessary for the quality performance of the subject matter of the contract. The participant shall be responsible for errors or omissions in the calculation of the prices proposed by them. In the event of a discrepancy between the amounts indicated in figures and in words, the amount stated in words shall be deemed correct.

When submitting its offer, the participant may indicate by explicit marking which part of it is confidential by placing a stamp "Confidential information" or "Trade secret" on each page of the documents that it considers to contain such and request the Contracting Body not to disclose it. The Contracting Body shall not have the right to disclose information provided to it by the participants, indicated by them as confidential in relation to technical or trade secrets. The participants may not invoke confidentiality in relation to the proposals in their offers, which are subject to evaluation.

(3) By submitting offers, it shall be deemed that the participants agree to all the conditions of the Contracting Body, including the period of validity of the offers determined by it and to the draft contract.

Art. 43 (1) The offers, containing the documents for participation, of the participants are accepted at the registry office of the company BMF PORT BURGAS AD, at the address: Burgas 8000, 1 Knyaz Al. Batenberg Str., every working day until 17:30 on the date specified in the invitation.

(2) The tenders shall be received by the Contracting Body at the specified address, no later than the day and time specified in the invitation. Upon receipt of the tender, the serial number, date and time of receipt shall be noted on the packaging, for which the bearer shall be issued a document. A tender shall not be accepted if it is submitted:

- after the deadline for receipt has expired;
- in an unsealed/transparent packaging; or
- in a packaging with damaged integrity.

The above circumstances shall be noted in the incoming register.

(3) Until the expiry of the deadline for submitting tenders, each participant may change, supplement or withdraw its tender. Withdrawal of the tender shall terminate the participant's further participation in the procedure. The supplement and change to the tender shall meet the requirements and conditions for submitting the initial tender, and the following shall be clearly stated on the packaging: "Supplement/Change to tender to entry No.....".

(4) In the case of documents submitted by post, by registered letter, with return receipt, the date and time of receipt shall be considered to be the date and time of receipt in the Company's registry, certified by the signature of the clerk who received and entered the offer in the register. The clerk shall: 1. monitor the regularity of the submission of offers, as well as the expiration of the deadlines for their acceptance. Offers are irregular when the envelope with the offer is transparent and/or not well sealed and there is a possibility of its opening; when it is not written on; when the offer is submitted by fax; when the offer is submitted after the expiration of the deadline for submission of offers announced in the announcement and/or the announcement/invitation.

2. not accept and immediately return to the participants packages/offers that are irregular, and these circumstances shall be noted in the information filing system of the Contracting Body.

3. in case of any violation found by the clerk, the head of the DPU shall be notified, who shall give an opinion in case of any specific violation.

Art. 44 (1) The received tenders, collected by public invitation, shall be entered in the incoming register, which shall contain:

1. submitter of the tender;
2. number, date and time of receipt;
3. reasons for returning the tender, where applicable;

(2) Tenders submitted after the deadline for receipt or in unsealed packaging or in packaging with damaged integrity shall not be accepted.

(3) After the deadline for submitting offers has expired, an employee of the Registry Department shall submit the list and the received offers to the chairman of the appointed commission, for which a handover protocol shall be drawn up and signed.

Art. 44a (1) The Contracting Body may, at its own discretion, set an additional deadline in the procedure when no offers have been received within the initially set deadline or only one offer has been received.

(2) In the case under para. 1, a decision on amendment shall be published through the buyer's profile on the website of BMF PORT BURGAS AD. With the publication of the amendment, it shall be deemed that all interested parties have been notified.

Section I. EXAMINATION, EVALUATION AND RANKING OF OFFERS AND DETERMINATION OF THE CONTRACTOR

Art. 45. (1) The Contracting Body shall appoint a commission by order to conduct the SP procedure after the expiry of the deadline for accepting tenders.

(2) In the procedure for collecting tenders with an announcement to certain persons, the Contracting Body may appoint a permanent commission of experts by competence.

(3) The commission shall consist of an odd number of members – at least three members.

(4) The Contracting Body may also involve external persons as members of the commission. In this case, the Contracting Body shall conclude a written contract with each of the persons involved as chairperson or members of the commission.

(5) The order under para. 1 shall be drawn up by the Executive Director.

(6) The order for appointing the commission shall determine:

1. the nominal composition of the commission and the person appointed as chairperson;
2. the terms for performing work, as the deadline may not be longer than the validity period of the offers;
3. obligations of the members of the commission.

(7) The chairman and the members of the commission shall sign a declaration of the absence of circumstances related to a possible conflict of interest, after informing the applicants or participants and at each stage of the procedure, when a change occurs in the declared circumstances.

(8) The members of the commission shall keep secret the circumstances that they have learned in connection with their work in the commission, including protecting the documents from unauthorized access.

Art. 46. (1) The chairman of the commission:

1. convenes the meetings of the commission and determines the schedule for the work;
2. informs the Contracting Body of all circumstances that prevent the performance of the assigned tasks within the specified deadlines;
3. is responsible for the proper storage of the documents until they are submitted for archiving;
4. makes proposals for replacing members of the commission in the event of the established inability of any of them to fulfill their duties;

(2) The members of the commission:

1. participate in the work of the commission;
2. personally examine the documents, participate in decision-making and assess the offers;
3. sign all protocols and reports from the work of the commission. Each member of the commission, in case of disagreement, has the right to a dissenting opinion. The dissenting opinion shall be substantiated in writing.

(3) The decisions of the commission shall be taken by a simple majority.

(4) Each member of the commission shall recuse themselves when they establish that:

1. for objective reasons they cannot fulfill their duties;

2. a conflict of interest exists or has arisen during the procedure.

(5) The Contracting Body shall remove a member of the commission for whom it establishes or declares that there is a conflict of interest with an applicant or participant. A conflict of interest within the meaning of these rules exists when the Contracting Body, its employees or persons employed by it outside its structure, who participate in the preparation or award of the selection procedure or may influence its outcome, have an interest that may lead to a benefit within the meaning of Art. 72 of the Counter-Corruption Act and which could be considered to affect their impartiality and independence in connection with the award of the selection procedure.

(6) In the cases under para. 4 and para. 5, the Contracting Body shall appoint a new member by order.

(7) The Commission and each of its members shall be independent in expressing opinions and making decisions, and shall be guided solely by this procedure in their actions.

(8) Each member of the Commission shall immediately report to the Contracting Body any cases in which they are put under pressure to take an unregulated decision in favour of an applicant or participant.

Section II. SPECIFIC RULES FOR EXAMINATION AND EVALUATION OF OFFERS AND DETERMINATION OF THE CONTRACTOR IN A PROCEDURE FOR SELECTING A CONTRACTOR WITH A PUBLIC INVITATION

Art. 47. In case of a change in the date and time of opening of the tenders specified in the invitation, the participants shall be notified by publishing a message in the Buyer's Profile. The message shall be published at least 48 hours before the newly determined time.

Art. 48. (1) The tenders shall be opened at a public meeting of the commission, which may be attended by the participants in the procedure or their authorized representatives, as well as representatives of the mass media. The chairman of the commission shall open the offers in the order of their receipt and announce the names of the participants, including the participants in the associations, where applicable, as well as the content of the applications and tenders.

(2) At least three of the members of the commission shall sign the proposal for the execution of the order and the envelope with the inscription "Proposed price parameters". The Commission proposes that one of the representatives of the other participants present sign the proposal for the execution of the order and the envelope with the inscription "Proposed price parameters", which ends the public part of the Commission meeting.

(3) The Commission shall examine the documents for compliance with the requirements for personal status and the selection criteria set by the Contracting Body and draw up a report.

(4) When it establishes a lack, incompleteness or inconsistency of the information, including an irregularity or a factual error, or inconsistency with the requirements for personal status or the selection criteria, the Commission shall indicate them in the report under paragraph 3 and send the report to all participants. The report shall be posted in the Buyer's Profile on the day of its sending to the participants.

(5) Within 5 working days of receiving the report under paragraph 3, the participants in respect of whom a discrepancy or lack of information has been established may submit to the Commission a new ESPD and/or other documents containing changed and/or supplemented information. The additionally provided information may also cover facts and circumstances that occurred after the deadline for receipt of tenders.

(6) The option under para. 5 shall also apply to subcontractors and third parties indicated by the participant. The participant may replace a subcontractor or third party when it is established that the subcontractor or third party does not meet the conditions of the Contracting Body, where this does not lead to a change in the technical proposal.

(7) After the expiry of the period under para. 5, the commission shall proceed to consider the additionally submitted documents regarding the compliance of the participants with the requirements for personal status and the selection criteria.

Art. 49 (1) The commission shall consider the technical proposals of the participants that meet the requirements for personal status and the selection criteria, and shall check the compliance of the proposals with the previously announced conditions.

(2) The commission shall evaluate the Technical Proposal of the offer of the admitted participants in accordance with the Methodology for comprehensive evaluation of the offers from the documentation. The protocol for the evaluation of the Technical Proposal shall be approved by the Contracting Body and sent to all participants. The protocol shall be published in the Buyer's Profile on the day of its sending to the participants.

Art. 50. (1) The Commission shall open the price proposals of the participants whose technical proposals meet the requirements of the Contracting Body.

(2) When part of the evaluation indicators cover parameters from the technical proposal, the Commission shall open the price proposals after having evaluated the offers on the other indicators.

(3) The Commission shall announce the date, time and place of the opening of the price proposals through the Buyer's Profile no later than two working days before the date of their opening. The persons under Art. 31, para. 1 may attend the opening. The Commission shall announce the results of the evaluation of the offers on the other indicators, open the price proposals and make them public.

Section III. RANKING OF OFFERS AND DETERMINATION OF THE CONTRACTOR IN A PROCEDURE FOR SELECTING A CONTRACTOR WITH A PUBLIC INVITATION

Art. 51. (1) The Commission shall rank the participants according to the degree of compliance of the tenders with the conditions announced in advance by the Contracting Body.

(2) When the comprehensive assessments of two or more tenders are equal, the tender containing more advantageous offers, assessed in the following order, shall be ranked with priority:

1. lower proposed price;
2. more advantageous tender for the amount of costs, compared in descending order according to their weight;
3. more advantageous tender according to indicators other than those specified in items 1 and 2, compared in descending order according to their weight.

(3) When the participants cannot be ranked in accordance with para. 2 or if the award criterion is the lowest price and this price is offered in two or more tenders, the ranking shall be carried out by drawing lots. Representatives of the participants may be present at its holding.

(4) The Commission shall evaluate the offer of the admitted participants according to all indicators from the Methodology for Comprehensive Evaluation of Offers from the Documentation. The evaluation protocol shall be approved by the Contracting Body and sent to all participants. The protocol shall be published in the Buyer's Profile on the day of its sending to the participants.

Art. 52. The Commission shall prepare a report on the results of its work, which shall contain:

1. composition of the commission;
2. participants in the procedure;
3. ranking of the participants and a proposal to conclude a contract with the participant ranked first, where applicable;
4. in the event of termination of the procedure - indication of the legal basis and relevant reasons;
5. where applicable - a proposal to eliminate applicants or participants together with the relevant reasons;
6. description of the submitted samples or models - where applicable.

Art. 53. (1) The Commission shall prepare a report on the results of its work in accordance with the requirements of these rules. The report shall be signed by all members.

(2) The Chairman of the Commission shall submit the approval report to the Contracting Body. The report shall be accompanied by the minutes of the commission's work.

(3) Within ten days of receiving the report, the Contracting Body shall approve it or return it to the commission, with written instructions, when:

1. the information in it is not sufficient for making a decision to terminate the procedure, and/or
2. it establishes a violation in the commission's work, which can be eliminated without requiring termination of the procedure.

(4) The commission shall submit to the Contracting Body a new report (containing the results of the review of its actions) for approval.

(5) The commission shall conclude its work with the approval of the report by the Contracting Body. In procedures with a public invitation, the commission's report shall be published in the Buyer's Profile on the Company's website under the specific SP after sending a copy of the decision to appoint a contractor or to terminate the procedure to all participants in the procedure.

Art. 54. (1) The actions of the Commission in selecting, examining and evaluating the tenders for participation shall be carried out in accordance with the relevant requirements of these rules.

(2) Unless otherwise expressly provided, the employees specified in the order shall prepare all documents under the procedure, including protocols, reports, notification letters, draft Decision for ranking and determining the contractor or for terminating the procedure, contracts and others in connection with the documentation of each stage of the SP cycle.

Section IV. DETERMINATION OF THE CONTRACTOR. TERMINATION OF THE PROCEDURE

Art. 55. The selection procedure under these rules ends with a decision to:

1. appoint a contractor; or
2. terminate the procedure.

Art. 56. The Contracting Body shall appoint as the contractor of the procedure a participant for whom the following conditions are met:

1. there are no grounds for exclusion from the procedure and it meets the selection criteria;
2. the participant's tender has received the highest score when applying the conditions previously announced by the Contracting Body and the selected award criterion.

Art. 57. (1) The Contracting Body shall terminate the procedure with a reasoned decision when:

1. no tender has been submitted;

2. all tenders for participation do not meet the conditions for submission, including form, manner and deadline, or are inappropriate;
3. the first and second ranked participants refuse to conclude a contract;
4. violations have been identified in the opening and conduct of the procedure, which cannot be eliminated without changing the conditions under which the procedure was announced;
5. due to failure to fulfill any of the conditions under Art. 58, a contract is not concluded;
7. all tenders that meet the conditions previously announced by the Contracting Body exceed the financial resources that it can provide;
8. the need to conduct the procedure or to award the contract disappears as a result of a significant change in circumstances or in the event of the impossibility of securing financing for the performance of the contract for reasons that the Contracting Body could not foresee;
9. significant changes are necessary in the conditions of the announced contract, which would change the circle of interested parties.

(2) The Contracting Body may terminate the procedure with a reasoned decision when:

1. only one tender has been submitted;
2. the participant ranked first: *a)* refuses to conclude a contract; *b)* fails to fulfill any of the conditions under Art. 58, or *c)* does not prove that there are no grounds for exclusion from the procedure.

(3) When the initially announced procedure is terminated, the Contracting Body may open a new procedure with the same subject matter.

Art. 58. (1) Within 10 days of approval of the report, the Contracting Body shall issue a reasoned decision to appoint a contractor or to terminate the procedure. A reasoned decision is not required in the procedure for selecting a contractor with an invitation to certain persons.

(2) The draft decisions to appoint a contractor or to terminate the procedure shall be prepared by the chairman of the commission or by an employee of the commission designated by them, and shall be coordinated with the Financial Director and the Chief Legal Counsel no later than the day following the acceptance of the report by the Executive Director of the Company.

(3) Within three days of making the decision, the chairman of the commission or by an employee of the commission designated by them shall send a copy thereof to all participants in the procedure.

(4) After sending a copy of the decision to all participants in the procedure, the decision of the Contracting Body, together with the report of the commission, shall be published in the Company's Buyer Profile, where applicable.

Art. 59. (1) In a procedure for selecting a contractor with a public invitation, after the publication of the Decision to appoint a contractor, the chairman of the commission or

an employee designated by them from the commission shall send an invitation to the selected contractor, indicating the date on which the person is invited to conclude the contract, as well as the documents that the participant shall submit before concluding the contract.

(2) The documents that the participant shall submit before concluding the contract are determined by the Chief Legal Counsel of the company, who checks them for compliance with the legal requirements and conditions under the SP.

(3) After the coordination under para. 2, the Head of the DPU organizes the completion of the SP file.

(4) In case the participant, designated as the Contractor, fails to submit the relevant documents or, within one month from the announcement of the decision to select a contractor, unreasonably refuses to conclude a contract for the performance of the order, the Contracting Body:

1. terminates the procedure, or
2. by decision designates the participant ranked in second place as the contractor.

(5) In the cases under para. 5, item 2, the Contracting Body shall invite in writing the participant ranked in second place to conclude a contract for performance within three days from the establishment of the circumstances and the issuance of the decision.

(6) If the second ranked participant also fails to submit the necessary documents or refuses to sign the contract, the Contracting Body shall terminate the procedure with a reasoned decision.

Chapter Five: PERFORMANCE CONTRACT

Art. 60. (1) The Contracting Body shall conclude a written contract with the designated contractor, provided that, when provided for in the documentation, the designated contractor:

1. submits a registration document;
2. submits documents certifying the absence of grounds for exclusion from the procedure, as well as documents confirming compliance with the set selection criteria, including for third parties and subcontractors, if any (if applicable);
3. submits the specified contract performance guarantee (if applicable);
4. carries out relevant registration, submits a document or fulfils another requirement necessary for the performance of the contract in accordance with the requirements of a regulatory or administrative act and set by the Contracting Body in the terms of the announced documentation.

(2) The Contracting Body shall not conclude a contract when the participant ranked first:

1. refuses to conclude a contract;
2. fails to fulfil any of the conditions under para. 1, or
3. fails to prove that there are no grounds for exclusion from the procedure.

(3) In the procedure for selecting a contractor through a public invitation, the contract shall correspond to the draft contract attached to the documentation, supplemented by all proposals from the participant's tender, on the basis of which the latter was selected as the contractor. Changes to the draft contract are allowed as an exception, when the condition under Art. 67 is met and are imposed by circumstances that occurred during or after the procedure.

(4) In the procedure for selecting a contractor through an invitation to specific persons, the draft contract is sent for coordination with the selected contractor.

(4) The mandatory minimum content of the contract is determined by these regulations.

Art. 61. The contract shall contain at least:

1. data on the parties, the date and place of conclusion of the contract;
2. subject;
3. price, order and terms of payment;
4. term or duration of performance of the contract, and in the case of phased implementation - also intermediate terms;
5. rights and obligations of the parties, including the obligation for the contractor to conclude a subcontract when they have announced in their offer the use of a subcontractor;
6. where applicable - the foreseen options and renewals, including volume and value, as well as the terms and conditions for their implementation;
7. amount and conditions for retention and release of guarantees related to the performance of the contract, including phased release;
8. procedure for acceptance of the work;
9. terms and conditions for termination.

Art. 62. When the designated contractor is an unincorporated association of individuals and/or legal entities and the Contracting Body has not provided in the documentation a requirement for the establishment of a legal entity, the contract shall be concluded after the contractor presents to the Contracting Body a certified copy of a certificate of tax registration and BULSTAT registration or equivalent documents in accordance with the legislation of the country in which the association is established.

Art. 63. (1) The contract shall be drawn up in the necessary copies by the Chief Legal Counsel.

(2) The contract under para. 1 shall be coordinated with the Financial Director. A check before the expenditure is made and together with the order file shall be carried out by the Financial Director for the purpose of carrying out ongoing control. In the procedure for selecting a contractor under art. 11, para. 2, the Financial Director and the Chief Legal Counsel shall fill in a Checklist for determining a contractor (Appendix No. 2) or for terminating the procedure (Appendix No. 3).

(3) After carrying out the control under Para. 2, the Financial Director sends the contract to the Chief Legal Counsel, who completes it with the documents under Art. 58 and presents it in an appropriate manner to the Contracting Body and the Contractor for signature.

Art. 64. (1) The signed contract shall be kept in its original form in the procedure file in the Archive Department.

(2) A copy of the contract with all annexes thereto shall be provided by the Financial Director to:

1. The Head of the Storage Unit – for control over the completion and execution of deliveries – in the case of supply contracts.
2. The Head of the Investment Department – for control over the completion and execution of services and construction activities in the case of contracts for the design and execution of construction and installation works.

Art. 65. A contract for a public procurement concluded after a procedure cannot be amended or supplemented, except in the cases specified in Art. 67. The amendment of the contract shall be effected by signing an additional agreement to it.

Art. 66. (1) The manner of acceptance of the performance result shall be regulated in each specific contract.

(2) In the presence of a subcontract, the performance of activities under the contract shall be accepted in the presence of the contractor and the subcontractor. When accepting the work, the contractor may present to the Contracting Body evidence that the subcontract has been terminated, or that the work or part thereof has not been performed by the subcontractor.

(3) The Contracting Body shall make the final payment under a contract for which subcontracts have been concluded, after receiving from the contractor evidence that it has paid the subcontractors for all work accepted in accordance with the procedure of para. 2.

Art. 67. Where, upon opening the procedure, financing is not provided, the Contracting Body shall indicate this circumstance in the documentation and provide for a clause for deferred performance in the draft contract. In this case, either party may request termination of the contract without notice after a period of three months has elapsed from its conclusion.

Art. 67a (1) In the cases under Art. 67, para. 1, items 1, 2 and 3, a change in the price of a procurement contract as a result of inflation, in which the prices of basic goods and materials that form the value of the contract have significantly increased, shall be

carried out in accordance with a methodology approved by an act of the Council of Ministers, in accordance with Art. 117a of the Public Procurement Act.

(2) Where in the cases under Art. 67, para. 1, item 1 the Contracting Body provides for a clause for a change in the price in connection with inflation under Para. 1, it may bind this clause to the methodology under Para. 1

Art. 68. When performing contracts, contractors and their subcontractors shall comply with all applicable rules and requirements relating to environmental protection, avoidance of conflicts of interest, social and labour law, applicable collective agreements and/or provisions of international environmental, social and labour law, and, where necessary, specific rules for subsequent audits and inspections.

Art. 69. (1) Contracts concluded may be amended when:

1. the amendments are provided for in the documentation and in the contract by means of clear, precise and unambiguous clauses, including clauses for price changes or options; the scope and nature of the possible amendments or options, as well as the conditions under which they may be used, shall not lead to a change in the subject matter of the procedure;
2. due to unforeseen circumstances, it has become necessary to carry out additional supplies, services or construction that were not included in the initial procedure, if the change of the contractor: *a)* is impossible for economic or technical reasons, including requirements for interchangeability or interoperability with existing equipment, services or facilities awarded with the initial contract, and *b)* would cause significant difficulties related to maintenance, operation and servicing or duplication of costs for the Contracting Body;
3. due to circumstances that the Contracting Body could not have foreseen with due care, a need for a change has arisen, which does not lead to a change in the subject matter of the contract;
4. the contractor shall be replaced by a new contractor, provided that the possibility of replacement is provided for in the documentation and in the contract through clear, precise and unambiguous clauses concerning the occurrence of specific conditions;
5. the contractor shall be replaced by a new contractor when the original contractor has universal or partial legal succession, including in the event of transformation of the original contractor by merger, acquisition, division or separation, or by changing its legal form, as well as in cases where it is in liquidation or in open bankruptcy proceedings and the following conditions are simultaneously met: *a)* the new contractor does not meet the grounds for exclusion from the procedure and it meets the initially established selection criteria; *b)* the change of contractor does not lead to other significant changes to the contract and does not aim to circumvent the procedure set out in these rules;
6. non-significant changes shall be imposed;

(2) In the cases under para. 1, items 2 and 3, if a price increase is required, it may not exceed the value of the main contract by more than 50 percent. When successive changes are made, the restriction shall apply to the total value of the changes. Successive amendments shall not aim to circumvent these rules

(3) A contract amendment shall be considered substantial within the meaning of paragraph 1, item 7, when it substantially changes the nature of the contract initially concluded, including when one or more of the following conditions are met:

1. the amendment introduces conditions which, if they had been part of the procedure, would have attracted additional participants to participate, would have allowed the admission of other participants than those initially selected, or would have led to the acceptance of a tender different from that initially accepted;
2. the amendment changes the economic balance of the contract in favor of the contractor in a manner not provided for in the initial contract
3. the amendment affects the subject matter or scope of the contract;

Art. 70. The delivery of the agreed result shall be documented with a handover protocol, which shall be signed by representatives of the Contracting Body and the contractor.

Chapter Six: GUARANTEES

Art. 71. (1) The Contracting Body may require the designated contractor to provide guarantees to secure the performance of the contract and/or the funds provided in advance.

(2) The amount and currency of the performance guarantee is determined as a percentage of the value of the procedure, which cannot exceed 10 percent of its value, and the guarantee for the funds provided in advance may be up to the amount of the amounts paid in advance by the Contracting Body under the contract and is released within three working days after the advance is returned or utilized.

(3) The guarantees shall be provided in one of the following forms:

1. a sum of money;
2. a bank guarantee;
3. insurance that secures the performance by covering the contractor's liability.

(4) The envisaged guarantees and their percentage shall be specified in the conditions for participation.

(5) The participant designated as contractor shall choose the form of the performance guarantee or the funds provided in advance from those listed in para. 3 of this article.

(6) The conditions and terms for retaining or releasing the performance guarantee shall be regulated in the performance contract.

(7) The costs of opening the bank guarantees or insurance shall be borne by the Contractor.

(8) The Contracting Body shall release the guarantee without paying interest for the period during which the funds have been legally held by it.

Art. 72. (1) For the release of a cash guarantee, the Applicant shall submit a handover protocol to the Financial Director, who shall be responsible for its reimbursement within the statutory deadlines.

(2) For the release of a bank guarantee or insurance, the Financial Director shall prepare a cover letter to the Contractor and return the original of the guarantee by courier. A copy of the guarantee shall remain in the procedure file.

Art. 73. The term and validity of the bank guarantee or insurance shall be monitored by the Chief Legal Counsel.

Chapter Seven: DOCUMENTATION STORAGE AND SELECTION PROCEDURE FILE

Art. 74 (1) The Contracting Body shall maintain a file for each procedure in order to ensure documentary traceability (audit trail) with regard to all its actions and decisions, as well as the actions of the committees;

(2) The file shall contain all decisions, documentation and other additional documents, explanations, invitations, minutes, final reports of the committee, offers for participation, the contract, as well as all documents related to the implementation and its reporting.

(3) Documents in the file of the conducted procedure shall be kept for a period of 5 years from the year in which the implementation of the contract was completed or the assignment was terminated.

(4) The deadlines under para. 2 may be extended if this arises from the rules for the work of financing, auditing and certifying bodies in connection with the provision of funds under projects and programs from the European Union.

Art. 75. (1) During the work of the commission and after its completion, until the conclusion of the contract, all documentation together with all other relevant documents shall be kept by the Chairman of the selection commission.

(2) The storage of all information during the procedure shall be carried out in a manner that guarantees the integrity, reliability and confidentiality of the offers/applications for participation.

Art. 76. (1) After the completion of the relevant procedure, the file shall be kept in the company's archive.

Chapter Eight: ACTIONS IN THE EVENT OF APPEALS AGAINST SELECTION PROCEDURES, CHALLENGES TO IMPOSED SANCTIONS AND FINANCIAL CORRECTIONS

Art. 77. (1) The protection of the Contracting Body from actions in the event of an appeal shall be carried out by the Chief Legal Counsel of the Company.

(2) By decision of the Contracting Body for each specific case or for a certain period, the assistance of external competent specialists may be provided for the activities under para. 1, with whom a written contract shall be concluded.

(3) In the cases under para. 1, all employees of the Company shall provide the necessary assistance to the Chief Legal Counsel and other responsible officials and external experts accurately, responsibly and without delay.

(4) The Chief Legal Counsel is responsible for compliance with all statutory deadlines related to the proceedings for the appeal of the selection procedures.

Chapter Nine: BUYER PROFILE

Art. 78. The Buyer Profile of BMF PORT BURGAS AD aims to ensure the necessary publicity of the awarded selection procedures.

Art. 79. (1) The Buyer Profile shall publish in the form of electronic documents the information specified in these rules on procedures for selecting a contractor with a public invitation, including:

1. all decisions and invitations related to the opening, awarding, implementation and termination of the procedures;
2. the documentation for the relevant selection procedure;
3. the explanations provided by the Contracting Body in connection with the conduct of the procedure;
4. the protocols and final reports of the committees for conducting the procedures;
5. the performance contracts, including the annexes thereto, as well as the subcontracting contracts;
6. the additional agreements for amendments to the contracts;
7. information in the event of appeal proceedings;
10. the information related to market consultations conducted.

(2) The documents and information uploaded to the Buyer's Profile shall be in a format suitable for use (usually *.pdf or *.doc) depending on the type of the relevant document/information.

(3) In the documents under para. 1, which are published in the Buyer's Profile, the information for which the participants have legitimately referred to confidentiality in connection with the presence of a trade secret, an ID number or a personal number of a foreigner and signatures of individuals, as well as information that is protected by law,

shall be deleted. The legal basis for deletion shall be indicated in place of the deleted information.

(4) By publishing the documents in the Buyer's Profile, it shall be assumed that the interested parties, applicants and/or participants have been notified of the circumstances reflected therein.

Chapter Ten: TRAINING ON THE MANAGEMENT OF THE SELECTION PROCEDURES CYCLE

Art. 80 (1) The persons from the DPU and the persons engaged in the management of the cycle of selection procedures are subject to annual introductory and maintenance training in relation to the selection procedures and these rules.

(2) The Contracting Body shall provide at least one introductory training to all newly recruited or newly included in the cycle of management of the Selection Procedures employees.

(3) The ongoing and maintenance training is carried out on the basis of a study of the training services in the country and includes participation in seminars, workshops, subscription literature or other appropriate means.

(4) Maintenance training is provided to all employees engaged in the management of the cycle of selection procedures.

(5) The Contracting Body provides a minimum of two supporting trainings in the calendar year to all experts directly engaged in the management of the cycle of selection procedures, as well as a minimum of one maintenance training for the experts engaged partially and in separate stages of the cycle. These trainings are carried out by the Chief Legal Counsel of the company.

FINAL PROVISIONS

§ 1. These internal rules are subject to updating and supplementation.

§ 2. Amendments to these rules applicable to a specific procedure are allowed in case of objective necessity based on a reasoned report from the Documentation Preparation Unit, approved by the Executive Director, provided that the amendments apply to all participants in the specific procedure.

§ 3. These internal rules shall enter into force on 04.08.2026.

Appendix No. 1: Checklist for preliminary control at the stage "Preparation for conducting a selection procedure and approval of documentation"

Checklist No.....				
Selection procedure with subject.....				
No	Specific check	Yes	No	Note
1.	Has the value of the selection procedure been determined in accordance with the internal rules?			
2.	Has an Initiation Report been prepared?			

3.	Has the content of the Initiation Report been complied with under Art. 9 of the Internal Rules?			
4.	Have market consultations been conducted?			
5.	Have the requirements under Art. 16 of the Internal Rules regarding the mandatory content of the documentation for the selection procedure been complied with?			
4	Have the requirements for determining the amount of the performance guarantee as a percentage of the value of the contract, not exceeding 5 percent, been complied with?			
6.	Is the specified deadline for receipt of tenders consistent with the requirements of the rules and the complexity of the contract?			
7	Are conditions and/or requirements included that give an advantage or unreasonably limit the participation of persons in the selection procedure?			
8	Does the technical specification provide for equal access to participation in the procedure?			
9	Were the requirements of the Internal Rules complied with when determining the technical specifications?			
10	When defining technical specifications, are a specific model, source, process, trademark, patent, type, origin or manufacture indicated without adding "or equivalent"?			

Drawn up by:

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Financial Director

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Chief Legal Counsel

Appendix No. 2: *Checklist for preliminary control at the stage "Decision to appoint a contractor and implementation contract"*

Checklist No.....				
Selection procedure with subject.....				
№	Specific check	Yes	No	Note
1.	Have the results of the work of the committee for consideration, evaluation and ranking of the offers been approved by the Contracting Body?			
2.	Is the decision motivated?			
3.	Has the ranking of the participants been announced in the Decision, as well as the participant designated as the contractor?			

4.	Does the Decision indicate the excluded participants and the reasons for their exclusion?			
5.	Has the Decision been sent to the participants within the established three-day period from its issuance?			
4	Has the Decision been published in the Buyer's Profile?			
6.	Has a complaint been filed against the Decision?			
7.	Has the participant designated as the contractor submitted the documents required for concluding a contract?			
8.	Does the contract comply with the draft contract attached to the documentation?			
9.	Is the contract supplemented with all annexes from the participant's tender, on the basis of which it was selected as the contractor?			
10.	Has a guarantee for the performance of the contract covering its term been submitted?			
11.	Have all documents under Art. 58, para. of the Rules been submitted?			

Drawn up by:

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Financial Director

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Chief Legal Counsel

Appendix No. 3: Checklist for preliminary control at the stage "Decision to terminate the selection procedure"

Checklist No.....				
Selection procedure with subject.....				
№	Specific check	Yes	No	Note
1.	Are any of the grounds for termination of the procedure specified in Art. 55 of the Rules present?			
2.	Is the decision reasoned?			
3.	Does the decision sufficiently comprehensively state the grounds and motives for termination of the procedure?			
4.	Has the Contracting Body's decision to terminate been published in the Buyer's Profile?			
5.	Has an appeal been filed against the decision to terminate the procedure?			

Drawn up by:

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Financial Director

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Chief Legal Counsel

