

## PROCURING INFRASTRUCTURE PUBLIC-PRIVATE PARTNERSHIPS 2018 IN BULGARIA

| SURVEY QUESTION   | ANALYSIS  |
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| <b>PPP Regulatory Framework</b>   |   |
| <b>2. Does the regulatory framework in your country allow procuring PPPs?</b>   | Yes   |
| <b>If yes, please specify the relevant regulatory framework and the year of adoption:</b>   | The Public-Private Partnership Act, State Gazette Issue No. 45 dated 15 June 2012 (“PPP Act”); Regulations for the Application of the Public-Private Partnership Act, State Gazette Issue No. 5 dated 18 January 2013 (“RAPPPA”); The Public Procurement Act, State Gazette issue No. 28 dated 6.04.2004 (“Public Procurement Act”); The Concession Act, State Gazette Issue No. 36 dated 2.05.2006 |
| <b>and provide a link to a government-supported website where the mentioned regulatory framework is available or provide an electronic copy of it:</b>  | PPP Act, RAPPPA, Concession Act: <a href="http://www.minfin.bg/en/page/750">http://www.minfin.bg/en/page/750</a>  |
| <b>2.1. Are you aware of any reforms (in the regulatory frameworks – laws, regulations, policies, etc.- or in generally followed practices) related to PPPs that: Took place in 2016, are ongoing and/or are planned to be adopted BEFORE June 1, 2017?</b> | Yes   |
| <b>Please describe:</b>   | There is a new Public Procurement Act, promulgated, SG No. 13/16.02.2016, effective 15.04.2016, supplemented, SG No. 34/3.05.2016, Last amendments of SG Concession Act are made with SG No. 13/16.02.2016, effective 15.04.2016, SG No. 43/7.06.2016   |
| <b>2.2 Are ongoing and/or are planned to be adopted AFTER June 1, 2017?</b>   | Yes   |
| <b>Please describe:</b>   | The Bulgarian National Assembly is in the process of adopting a new Concessions Act, transposing the provisions of Directive 2014/23/EU of the European Parliament and of the Council of 26 February 2014 on the award of concession contracts; the new law proposes repealing of the PPPA. If this reform is implemented PPPs will be subjected to the regulations of the new Concessions Act      |
| <b>3.1 Besides national defense and other matters of national security, does the</b>  | No  |

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| <p>regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?:<br/>Transportation.</p>   |     |
| <p>If yes, please provide the relevant legal/regulatory provisions:</p>  | n/a |
| <p>3.2 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Water and Irrigation</p>                | No  |
| <p>If yes, please provide the relevant legal/regulatory provisions:</p>  | n/a |
| <p>3.3 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Energy generation and distribution.</p> | No  |
| <p>If yes, please provide the relevant legal/regulatory provisions:</p>  | n/a |
| <p>3.4 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or restrict PPPs in any of the following sectors?: Telecom</p>                             | No  |
| <p>If yes, please provide the relevant legal/regulatory provisions:</p>  | n/a |
| <p>3.5 Besides national defense and other matters of national security, does the regulatory framework explicitly prohibit or</p>   | No  |

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| <b>restrict PPPs in any of the following sectors?: Other</b>  |  |
| <b>If yes, specify and provide the relevant legal/regulatory provisions:</b>  | n/a  |
| <b>4. Does the regulatory framework provide for a specific tax regime for PPP transactions (i.e. tax incentives, special tax depreciation treatment, etc.)?</b> | No   |
| <b>If yes, please specify and provide the relevant legal/regulatory provision (if any):</b>   | n/a  |
| <b>5. Please identify the PPP procuring authorities in Bulgaria and provide their website(s) (if available):</b>  | <p>According to Article 13 of the PPPA, the PPP procuring authorities in Bulgaria are called “public partners” which are:1. Ministers and heads of departments (for government PPPs for activities of public interest, carried out at sites that are state property and/or are assigned to an authority of the central government by virtue of a statutory instrument);2. municipality mayors (for municipality PPPs for activities of public interest, carried out at sites that are municipality property and/or are assigned to the local authorities or to the municipality mayors by virtues of a statutory instrument);3. state and municipality bodies governed by public law (for activities of public interest, carried out at sites that are their property and/or are assigned to them by virtues of law, their articles of association or another act)According to Article 17 of the Concession Act the concession procuring authority is called concession grantor which are: 1. The Council of Ministers- with reference to the state concessions (concession over public state ownership objects)2. The Municipal Council- with reference to the municipal concessions (concession over public municipal ownership objects)3. public law organization represented by a body in accordance with its articles of association- with reference to the public concessions (concessions over private ownership objects owned by public organizations)4. The Council of Ministers, the respective Municipal Council and/or the body of the public law organization- with reference to joint concessions (over joint-ownership objects)In respect of any subjects owned by a body governed by public law whereof the capital is wholly owned by the State and/or a municipality, the grantor shall be the competent government minister and/or municipal council. .</p> |
| <b>6. In addition to the PPP procuring authorities listed above, is there a specialized government entity that facilitates the PPP program (PPP Unit)?</b>      | Yes  |
| <b>If yes, please indicate its name, and its website (if available):</b>  | Economic and Social Policy Directorate of the Administration of the Council of Ministers - <a href="http://www.conces.government.bg/show?action=9&amp;lang=1">http://www.conces.government.bg/show?action=9&amp;lang=1</a> .Ministry of Finance - State Aid and Real Sector Directorate <a href="http://www.minfin.bg/en/page/750">http://www.minfin.bg/en/page/750</a>  |

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| <b>6.1 If yes, what are the main responsibilities of the PPP Unit (check all that apply): PPP regulation and policy guidance.</b> | Yes  |
| <b>6.2 PPP capacity building for other public authorities.</b>  | Yes  |
| <b>6.3 PPP promotion among the public and/or private sectors in national and international forums.</b>                            | Yes  |
| <b>6.4 Technical support in implementing PPP projects.</b>  | No   |
| <b>6.5 Identification and selection of PPP projects from the pipeline.</b>  | No   |
| <b>6.6 Revision of fiscal risks born by the Government.</b>   | No   |
| <b>6.7 Consultation with affected communities on potential impact of PPP projects.</b>  | No   |
| <b>6.8 Approval of PPP projects.</b>  | Yes  |
| <b>6.9 Undertaking the procurement of PPPs.</b>   | No   |
| <b>6.10 Oversight of PPP implementation.</b>  | Yes  |
| <b>6.11 Other</b>   | No   |
| <b>6.11 please specify:</b>   | n/a  |
| <b>Please provide the relevant legal/regulatory provisions:</b>   | <p>Pursuant to Article 24 of the PPP Act:</p> <p>(1) The Ministry of Finance shall keep and maintain a public PPP register which shall be freely accessible at no charge via the Internet.</p> <p>(2) The PPP Register shall contain:</p> <ol style="list-style-type: none"> <li>1. the National Public-Private Partnership Programme and the Operational Plan for each programming period;</li> <li>2. the municipal PPP projects and the PPP projects of municipal bodies governed by public law included in the municipal development plan implementation programmes;</li> <li>3. the decisions and resolutions on initiation of procedures for selection of a private partner;</li> <li>4. the notices of conduct of a procedure for selection of a private partner;</li> <li>5. the decisions and resolutions on selection of a private partner;</li> <li>6. the financial and economic analyses;</li> <li>7. the PPP contracts as concluded, excluding data constituting a trade or technical secret;</li> <li>8. the report of the Minister of Finance regarding the implementation of the</li> </ol> |

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|   | <p>National PPP Programme and the Operational Plan and the annual reports of the public partners on the performance of PPP contracts;</p> <p>9. information on the performance of PPP contracts of the bodies governed by public law;</p> <p>10. the supplementary agreements amending or supplementing the PPP contracts as concluded;</p> <p>11. the contracts extending the PPP contracts with successors in title;</p> <p>12. the decisions or resolutions terminating PPP contracts;</p> <p>13. other information as specified by the regulations for application of the Act.</p> <p>(3) The documents, contracts and supplementary agreements referred to in Paragraph (2) shall be entered by electronic means into the PPP Register within 14 days after their adoption or entry into effect by officials designated by the Minister of Finance (applicable to the documents referred to in Items 1 and 8 of Paragraph (2)) and by the public partner concerned (applicable to the other documents referred to in Paragraph (2)).</p> <p>(4) The content, terms and procedure for keeping and maintaining the PPP Register shall be established in the regulations for application of the Act.</p> <p>Furthermore, According to Article 26 of the PPP Act, methodological directions for the application of this Act shall be given by a directorate within the administration of the Council of Ministers designated by the Prime Minister.</p> |
| <b>PPP Preparation</b>  |  |
| <b>8. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before launching the procurement process?</b> | <p>Yes</p>   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Pursuant to Article 30 (3) of the PPP Act, The financial and economic analysis for State PPPs and for PPPs of State bodies governed by public law shall be approved by the Minister of Finance.</p>   |
| <b>8.1. Does the Ministry of Finance or Central Budgetary Authority approve the PPP project before signing the PPP contract?</b>        | <p>Yes</p>   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Pursuant to Article 48 (2) of the PPP Act, where the provision of financial support constitutes aid falling within the scope of group exemption, the PPP contract shall enter into effect after a favorable opinion of the Minister of Finance under Article 9(2) of the State Aids Act.</p>  |
| <b>8.2. Does the Ministry of Finance (or government more broadly) have a specific system of: Budgeting for PPP projects.</b>            | <p>Yes</p>   |

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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 16 (1) PPP projects which envisage payments from the state budget for which the procedure to select private partner is about to be launched, shall be included in the State Budget of the Republic of Bulgaria Act for the respective year.(2) The exact amount of budget resources needed for payments under concluded PPP contracts shall be included in the State Budget of the Republic of Bulgaria Act for the respective year. |
| <b>Accounting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | ESA 2010   |
| <b>Reporting liabilities (explicit and implicit, direct and contingent) arising from PPPs.</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 24 (1) of the PPP Act: The Ministry of Finance shall keep and maintain a public PPP register which is freely and publicly accessible on the internet.  |
| <b>8.3. If yes to question 8.2, which of the following alternatives best describes the regulation?: Accounting and reporting according to International Public Sector Accounting Standards (IPSAS).</b>   | No   |
| <b>Accounting and reporting according to other international standard (e.g. European System of Accounts).</b>   | Yes  |
| <b>Please specify:</b>  | ESA 2010   |
| <b>Other.</b>   | No   |
| <b>Please specify:</b>  | n/a  |
| <b>9. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before launching the procurement process (e.g. Cabinet, Cabinet Committee, Parliament, Supreme Audit Office, etc.)?</b> | Yes  |

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| <b>If yes, please specify the relevant authority</b>  | The policy on municipal PPP shall be determined by the respective municipal council with the municipal development plan and shall be implemented by the municipality mayor, including as regards municipal public-private entities.   |
| <b>and provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 18. (1) of the PPP Act  |
| <b>9.1. Besides the procuring authority and the Ministry of Finance or Central Budgetary Authority, does any other authority(s) approve the PPP project before signing the PPP contract?</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <b>10. Does the procuring authority use transaction advisors during the PPP project cycle?</b>  | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Art. 17 of the Rules of PPPA (1) The project documentation shall be supported with justification, studies, analyzes and drafts of documents under Art. 31, item 2 of the PPPAct and shall be elaborated in a consistent and interdependent manner by experts from the respective administration, possessing the necessary qualification and experience, and/or by assigning external consultant and at the discretion of the public partner.(2) The assignment of experts under para. 1 shall be carried out under the conditions and by the order of the Public Procurement Act. |
| <b>11. In a case comparable to the case study assumptions, please select the option that best describes the way your government integrates the prioritization of PPP projects with other public investment project prioritization? (e.g. in the context of a national public investment system, multi-year perspective plans, medium-term budgetary framework):<br/>The regulatory framework provides for the inclusion of PPPs in the national public investment system/medium term budgetary framework and details a specific</b> | Yes   |

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| <b>procedure to ensure the consistency of PPPs with other public investment priorities.</b>  |  |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant Article 15 (2) The National Programme shall contain the general and specific objectives, the strategy for development and the key priorities for PPP in the country.(3) The operational plan shall be subdivided into sections for each year and shall contain the project for state PPP's and for PPP's of state-owned public-private entities, as well as the deadlines for completion of the projects and the funding needed for their completion, including format and amount of the financial support. Deadlines and values included in the Operational Plan shall be estimates. (4) A PPP project which is not included in the Operational Plan may not be implemented. |
| <b>The regulatory framework prescribes the need for PPPs to be consistent with all other investment priorities without establishing a specific procedure to achieve that goal.</b>       | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a  |
| <b>The regulatory framework does not include any provisions but the procuring authority evaluates the consistency of PPPs with other government investment priorities in practice.</b>   | No   |
| <b>If yes, please elaborate:</b>   | n/a  |
| <b>The procuring authority does not evaluate PPPs against existing government priorities.</b>  | No   |
| <b>Please elaborate and provide examples:</b>  | n/a  |
| <b>11.1. Based on your experience, is it always the case that this prioritization is done in practice in accordance with the provisions of the regulatory framework described above?</b> | yes  |
| <b>If yes, please specify:</b>   | Practice shows that some projects that have been strategically prioritised may be impeded by different (objective or political) factors and delayed or cancelled.  |
| <b>If no, please elaborate:</b>  | n/a  |

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| <b>12.1 Which of the following assessments are conducted when identifying and preparing a PPP in order to inform the decision to proceed with it? (check all that apply): Socio-economic analysis (cost-benefit analysis of the socio-economic impact of the PPP project)</b> | <p>Yes</p>  |
| <b>Relevant legal/regulatory provision (if any)</b>   | <p>Pursuant to Article 30 (1) of the PPP Act, the preparatory steps shall include procuring a justification to prove the socio-economic cost-benefit impact of the implementation of the project by means of PPP, where the financial and economic analysis shall prove, at a minimum: a)the affordability to the State budget or to the municipal budget or to the budget of the body governed by public law, as the case may be, of the PPP project;b) the obtaining of better value for money from invested public funds by means of PPP. Furthermore, it should be pointed out that Articles 14 and 15 of the RAPPAA also contained a provision related to the need to conduct a socio-economic analysis.</p> |
| <b>Is there a specific methodology for the assessment?</b>  | <p>No</p>   |
| <b>If yes, please elaborate</b>   | <p>n/a</p>  |
| <b>Is the assessment done in practice?</b>  | <p>Yes</p>  |
| <b>Details:</b>   | <p>Contributors indicated that this is done in practice</p>   |
| <b>12.2. Affordability assessment, including the identification of the required long term public commitments (explicit and implicit, direct and contingent liabilities)</b>   | <p>Yes</p>  |
| <b>Relevant legal/regulatory provision (if any)</b>   | <p>Pursuant to Article 30 (1) (2) (a) of the PPP Act, a financial and economic analysis shall prove, at a minimum, the affordability to the State budget or to the municipal budget or to the budget of the body governed by public law, as the case may be, of the PPP project.</p>  |
| <b>Is there a specific methodology for the assessment?</b>  | <p>No</p>   |
| <b>If yes, please elaborate</b>   | <p>n/a</p>  |
| <b>Is the assessment done in practice?</b>  | <p>No Data</p>  |
| <b>Details:</b>   | <p>n/a</p>  |
| <b>12.3. Risk identification, allocation and assessment (risk matrix)</b>   | <p>Yes</p>  |

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| <b>Relevant legal/regulatory provision (if any)</b>  | Pursuant to Article 18 (6) (6) of the RAPPPA, the approval or the refusal of approval of the financial and economic analysis by the Ministry of Finance shall include an opinion on the allocation of risk between the parties. Also, Pursuant to Article 7 (2) (1) of the RAPPPA, the proposal will be accompanied by an ex ante evaluation of the feasibility of the project by means of a PPP. This analysis will include: an analysis of the allocation of risks Furthermore, Pursuant to Article 6 of the PPP Act, in a PPP, risks shall be allocated between the public partner and the private partner. The allocation of the risks shall be determined on a case-by-case basis for each PPP depending on the capability of the partners to assess, control and manage the risks. |
| <b>Is there a specific methodology for the assessment?</b>   | No   |
| <b>If yes, please elaborate</b>  | n/a  |
| <b>Is the assessment done in practice?</b>   | No Data  |
| <b>Details:</b>  | n/a  |
| <b>12.4. Comparative assessment to evaluate whether a PPP is the best option when compared to other procurement alternatives (i.e. value for money analysis, public sector comparator)</b> | Yes  |
| <b>Relevant legal/regulatory provision (if any)</b>  | Pursuant to Article 30 (1) (2) (b), a financial and economic analysis, needs to prove that better value shall be achieved for the invested public funds via PPP.   |
| <b>Is there a specific methodology for the assessment?</b>   | No   |
| <b>If yes, please elaborate</b>  | n/a  |
| <b>Is the assessment done in practice?</b>   | No Data  |
| <b>Details:</b>  | n/a  |
| <b>12.5. Financial viability or bankability assessment</b>   | No   |
| <b>Relevant legal/regulatory provision (if any)</b>  | n/a  |
| <b>Is there a specific methodology for the assessment?</b>   | n/a  |
| <b>If yes, please elaborate</b>  | n/a  |
| <b>Is the assessment done in practice?</b>   | n/a  |
| <b>Details:</b>  | n/a  |
| <b>12.6. Market sounding and/or assessment (showing evidence of</b>  | No   |

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| investors' interest in the market for the project)  |  |
| Relevant legal/regulatory provision (if any)  | n/a  |
| Is there a specific methodology for the assessment?   | n/a  |
| If yes, please elaborate  | n/a  |
| Is the assessment done in practice?   | n/a  |
| Details:  | n/a  |
| <b>12.7. Environmental impact assessment</b>  | Yes  |
| Relevant legal/regulatory provision (if any)  | Environmental Impact Assessment as per EU Directives. Furthermore, pursuant to Article 81 (1) (2) of Bulgaria's Environmental Protection Act, environmental impact assessment (EIA) shall be conducted for development proposals for execution of construction, activities and technologies listed in Annexes 1 and 2 hereto, and according to Article 81 (3), Environmental assessment of plans and programmes shall be conducted simultaneously with the preparation therein, taking into account the objectives and the geographical scope of the plans or programmes and the level of detail thereof, so that the likely effects on the environment of implementation of the development proposals included in the said plans or programmes are appropriately identified, described and evaluated. |
| Is there a specific methodology for the assessment?   | No   |
| If yes, please elaborate  | n/a  |
| Is the assessment done in practice?   | No Data  |
| Details:  | n/a  |
| <b>12.8. Consultation process with affected communities on potential impact of the PPP project</b>  | No   |
| Relevant legal/regulatory provision (if any)  | n/a  |
| Is there a specific methodology for the assessment?   | n/a  |
| If yes, please elaborate  | n/a  |
| Is the assessment done in practice?   | n/a  |
| Details:  | n/a  |
| <b>13. Does the procuring authority include the assessments (indicated in Question 12 above) in the request for proposals and/or tender documents</b> | No   |

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| <b>(for example, as part of an Information Memorandum to the bidders)?</b>  |  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a  |
| <b>and specify which of the assessments are included in the request for proposals and/or tender documents:</b>                                    | n/a  |
| <b>13.1. Are the assessments published online?</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to the RAPP (Articles 40 and 41), as well as Article 24 of the PPP Act, the Ministry of Finance is entitled to keep and maintain a Public-Private Partnerships registers, where the assessments should be published.  |
| <b>specify the website</b>  | <a href="http://rop3-app1.aop.bg:7778/portal/page?_pageid=173,1&amp;_dad=portal&amp;_schema=PORTAL">http://rop3-app1.aop.bg:7778/portal/page?_pageid=173,1&amp;_dad=portal&amp;_schema=PORTAL</a>  |
| <b>please specify which of the assessments are published online:</b>  | the financial- economics analysis  |
| <b>14. Does the procuring authority include a draft PPP contract in the request for proposals?</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 31 (2) of the PPP Act, the public partner shall procure the preparation of a draft resolution, notice and documents or, respectively, a descriptive document for participation in the procedure for selection of a private partner, including a draft PPP contract.  |
| <b>If no, please elaborate</b>  | n/a  |
| <b>14.1. Are the tender documents published online?</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 34 (2) of the PPP Act, the decision to launch the procedure shall be published in the Public Procurement Register and pursuant to Article 35, (4) (4) of the PPP Act, the notice shall be listed in the Public Procurement Register and shall be published in the Official Journal of the European Union under the terms and according to the procedure of the Public Procurement Act. |
| <b>and please specify the website:</b>  | <a href="http://www.aop.bg/register.php">http://www.aop.bg/register.php</a>  |
| <b>15. In a case comparable to the case study assumptions, have standardized PPP model contracts and/or transaction documents been developed?</b> | No   |
| <b>If yes, please specify and provide a government-supported website where</b>  | n/a  |

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| the mentioned standards are available or provide an electronic copy of them:   |                     |
| 16.1 In a case comparable to the case study assumptions, who is the responsible party for each of the following requirements? Obtaining the required urban permits: Procuring authority (or other Government entity) | No                  |
| Private Partner  | No                  |
| Private partner with facilitation role assigned to the procuring authority (or other Government entity)  | No                  |
| To be established in the contract  | Yes                 |
| Relevant legal/regulatory provision (if any)   | No regulatory basis |
| 16.2. Obtaining the required environmental permits: Procuring authority (or other Government entity)   | No                  |
| Private Partner  | No                  |
| Private partner with facilitation role assigned to the procuring authority (or other Government entity)  | No                  |
| To be established in the contract  | Yes                 |
| Relevant legal/regulatory provision (if any)   | No regulatory basis |
| 16.3. Obtaining the required operational permits: Procuring authority (or other Government entity)   | No                  |
| Private Partner  | No                  |
| Private partner with facilitation role assigned to the procuring authority (or other Government entity)  | No                  |

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| <b>To be established in the contract</b>   | Yes  |
| <b>Relevant legal/regulatory provision (if any)</b>  | No regulatory basis  |
| <b>16.4. Obtaining the required land: Procuring authority (or other Government entity)</b>   | No   |
| <b>Private Partner</b>   | No   |
| <b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>   | No   |
| <b>To be established in the contract</b>   | Yes  |
| <b>Relevant legal/regulatory provision (if any)</b>  | No regulatory basis  |
| <b>16.5. Obtaining the required right of way: Procuring authority (or other Government entity)</b>   | No   |
| <b>Private Partner</b>   | No   |
| <b>Private partner with facilitation role assigned to the procuring authority (or other Government entity)</b>   | No   |
| <b>To be established in the contract</b>   | Yes  |
| <b>Relevant legal/regulatory provision (if any)</b>  | No regulatory basis  |
| <b>PPP Procurement</b>   |  |
| <b>18. Which of the following options best describes the required qualifications of the bid evaluation committee members? (Please select only one): The membership of the bid evaluation committee is specified and/or its members are required to meet detailed qualifications.</b> | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 34 of the Public Procurement Act, the contracting authority shall appoint a commission for the conduct of a public procurement procedure, designating the composition of the said commission and substitute members. The composition of the commission shall mandatorily include one qualified lawyer, and at least one-half of the rest of the members shall be persons who are |

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|  | professionally competent in connection with the subject matter of the procurement. Any such commission shall consist of an odd number of members.  |
| <b>The bid evaluation committee members require sufficient qualification without specific details.</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a  |
| <b>The bid evaluation committee members are not required to have any specific qualifications.</b>  | No   |
| <b>Please elaborate and provide examples:</b>  | n/a  |
| <b>19. Does the procuring authority issue a public procurement notice of the PPP project?</b>  | Yes  |
| <b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 35 (4) of the PPP Act, the notice is published in the Public Procurement Register and in the Official Journal of the European Union.   |
| <b>19.1. If yes, is the public procurement notice published online?</b>  | Yes  |
| <b>If yes, please specify the website:</b>   | The Public Procurement Register website: <a href="http://rop3-app1.aop.bg:7778/portal/page?_pageid=173,1082251&amp;_dad=portal&amp;_schema=P ORTAL">http://rop3-app1.aop.bg:7778/portal/page?_pageid=173,1082251&amp;_dad=portal&amp;_schema=P ORTAL</a>   |
| <b>20. Are foreign companies prohibited from participating in the bidding process?</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a  |
| <b>21. In a case comparable to the case study assumptions, does the procuring authority grant the potential bidders a minimum period of time to submit their bids?</b> | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 74 Public Procurement Act: The minimum time limit for the receipt of tenders in an open procedure shall be 35 days from the date on which the contract notice was sent for publication.(2) The time limit referred to in Paragraph (1) may be shortened but may not be less than 15 days if the contracting entity has published a prior information notice and the said notice:1. was sent for publication between 35 days and 12 months before the date on |

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|   | which the contract notice was sent for publication, nd 2. includes all the information under Section I of Part A of Annex 4 hereto.  |
| <b>and the time in calendar days:</b>   | 35   |
| <b>22.1. In a case comparable to the case study assumptions, which are the procurement procedures available and/or set as default for PPP projects? Open tendering: Available</b> | Yes  |
| <b>Default</b>  | No   |
| <b>Relevant legal/regulatory provision (if any)</b>   | Pursuant to Article 33 (1) of the PPP Act: A private partner shall be selected by means of conduct of an open procedure, a restricted procedure, a competitive dialogue or a negotiated procedure or a negotiated procedure with publication of a contract notice under the terms and according to the procedure established by the Public Procurement Act, unless otherwise provided for in this Act. |
| <b>22.2. Restricted tendering (with pre-qualification stage): Available</b>   | Yes  |
| <b>Default</b>  | No   |
| <b>Relevant legal/regulatory provision (if any)</b>   | Pursuant to Article 33 (1) of the PPP Act: A private partner shall be selected by means of conduct of an open procedure, a restricted procedure, a competitive dialogue or a negotiated procedure or a negotiated procedure with publication of a contract notice under the terms and according to the procedure established by the Public Procurement Act, unless otherwise provided for in this Act. |
| <b>22.3 Multi-stage tendering (with shortlisting of final candidate(s)): Available</b>  | No   |
| <b>Default</b>  | No   |
| <b>Relevant legal/regulatory provision (if any)</b>   | n/a  |
| <b>22.4. Competitive dialogue: Available</b>  | Yes  |
| <b>Default</b>  | No   |
| <b>Relevant legal/regulatory provision (if any)</b>   | Pursuant to Article 33 (1) of the PPP Act: A private partner shall be selected by means of conduct of an open procedure, a restricted procedure, a competitive dialogue or a negotiated procedure or a negotiated procedure with publication of a contract notice under the terms and according to the procedure established by the Public Procurement Act, unless otherwise provided for in this Act. |
| <b>22.5. Direct negotiation with more than one candidate: Available</b>   | No   |
| <b>Default</b>  | No   |
| <b>Relevant legal/regulatory provision (if any)</b>   | n/a  |

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| <b>22.6. Direct negotiation with only one candidate: Available</b>  | No  |
| <b>Default</b>  | No  |
| <b>Relevant legal/regulatory provision (if any)</b>   | n/a   |
| <b>22.7 Other. Specify:</b>   | No  |
| <b>Available</b>  | n/a   |
| <b>Default</b>  | n/a   |
| <b>Relevant legal/regulatory provision (if any)</b>   | n/a   |
| <b>22.8. Do the tender documents detail the procedure of the procurement process providing the same information to all the bidders?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>According to Article 35 of the PPP Act, the Public Private Partnership notice shall include the following information:1. name, address, telephone and fax numbers, e-mail address of the procuring authority and a contact person;2. type of procedure;3. subject, object and prognoses value of the procurement as well as quantity or scope of it, including such information about the lots. In this section the site where the activity of public interest will be executed shall also be described;4. the code under the Common Procurement Vocabulary (CPV);5. place and time period for performance of the procurement;6. selection criteria, in case the procuring authority defines such;7. terms and amount of the participation guarantee and of the contract performance guarantee (the latter shall include all guarantees defined in the draft PPP contract).8. terms and method of payment (including the maximum amount of payment as well as other forms of financial support);9. term of validity of the bid proposals for an open procedure;10. the assessment criteria; in case the criterion is the economically most beneficial proposal - also the indices for a comprehensive assessment with their relative importance or their arrangement in a descending order of significance, if due to objective reasons their relative importance cannot be indicated;11. possibility of submitting versions in the tenders;12. possibility the tenderers to bid for one, several or all the lots, in case the subject of the procurement is divided into lots;13. place and time of period of the contract documents to be received, as well as price and method of payment for the documents;14. place and time of period of the applications and the tenders to be received;15. place and date of opening of the bid proposals or the applications for participation;16. date of publication of the prior information notice, if any;17. date of dispatch of the notice;18. allocation of the significant risks;19. conditions that determine the economic balance of the PPP contract; circumstances of factual or legal nature related to the object of the activity or service of public interest, the occurrence of which would lead to a distortion of the balance;20. conditions or prohibitions on the use of the object or part of it for collateral, if any.</p> |
| <b>If no, please elaborate:</b>   | n/a   |

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| <b>22.9. Do the tender documents specify the prequalification/shortlisting criteria (when applicable) in order to make them available to all the bidders?</b>                               | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Pursuant to Article 59 of the Public Procurement Law, the contracting entity may determine, with regard to the bidders, selection criteria relating to the suitability (licensed capacity) to pursue the professional activity; the economic and financial standing; the technical and professional ability.</p>   |
| <b>22.10. Based on your experience, is it always the case that the specified criteria are respected in practice?</b>  | <p>Yes</p>  |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>  | <p>Our contributors indicated that this happens in practice</p>   |
| <b>If no, please elaborate:</b>   | <p>n/a</p>  |
| <b>23. Can interested parties/potential bidders submit questions to clarify the public procurement notice and/or the request for proposals?</b>   | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Pursuant to Article 33 (1) of the Public Procurement Act, persons may request in writing from the procuring authority clarifications on the documentation for participation within 10 days prior to the expiration of the term for receiving offers or applications and where the time limit has been shortened under Article 74 (2) or Article 133 (2) herein or where an urgent award is necessary, within seven days.</p>   |
| <b>23.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose those questions and clarifications to all potential bidders?</b> | <p>Yes</p>  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | <p>Pursuant to Article 33 (2) of PPA The contracting entity shall give any such clarification within four days from the receipt of the request but not later than six months before the time limit for the receipt of requests to participate and/or tenders, and where the said time limit has been shortened under Article 74 (2) or Article 133 (2) herein or because an urgent award is necessary, within four days before that time limit. The clarification shall not indicate the person who sent the query.(3) The contracting entity shall not give clarification if the request was</p> |

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|  | received after the time limit referred to in Paragraph (1).(4) Clarification shall be given by publication on the buyer profile.  |
| <b>23.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>  | Yes   |
| <b>If yes, please specify:</b>   | In terms of public procurement procedure disclosure is mandatory and failure to comply with the requirements of the law may lead to the termination of the procedure if challenged before the review bodies.  |
| <b>If no, please elaborate:</b>  | n/a   |
| <b>24. Besides questions and clarifications, can the procuring authority conduct pre-bidding conference?</b>   | No  |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>   | n/a   |
| <b>24.1. If yes, notwithstanding confidential information pertaining to the bidders, does the procuring authority disclose the content and the results of the pre-bid conference to all bidders?</b> | n/a   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a   |
| <b>24.2. Based on your experience, is it always the case that this disclosure of information is done in practice?</b>  | n/a   |
| <b>If yes, please specify:</b>   | n/a   |
| <b>If no, please elaborate:</b>  | n/a   |
| <b>25. In a case comparable to the case study assumptions, does the procuring authority require the bidders to prepare and present a financial model with their proposals?</b>                       | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 36 (2) of the PPP Act, The tenderers shall submit a tender according to the requirements of the Public Procurement Act and the Regulations for Application of the Public Procurement Act. A financial and economic model for the implementation of the PPP shall be attached to the tender. |

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| <b>If no, please elaborate:</b>   | n/a   |
| <b>26. Does the procuring authority evaluate the proposals strictly and solely in accordance with the evaluation criteria stated in the tender documents?</b>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 37 PPP Act: The proposals shall be evaluated based on the criteria for economically the most advantageous proposal. (2) The amount of payments from the public partner, where such payments are envisaged, shall be a mandatory element of the criteria for economically the most advantageous bid / proposal. Other indicators may include the duration of the PPP contract and others depending on the specifics of the activity of general interest. |
| <b>Evaluation criteria is not set in the tender documents</b>   | No  |
| <b>27. In the case where only one proposal is submitted (sole proposals), which of the following options best describes the way the procuring authority deals with them? (Please select only one)?: The procuring authority follows a specific procedure before awarding a PPP contract where only one proposal is submitted.</b> | No  |
| <b>Please specify and provide the relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <b>The procuring authority considers sole proposals valid as long as they meet the conditions outlined in the tender documents.</b>   | Yes   |
| <b>Please provide the relevant legal/regulatory provisions (if any):</b>  | According to Article 110 of the Public Procurement Act, if only one proposal is submitted, the procuring authority may cancel the procedure. If it does not cancel it, it shall assess the bid strictly based on the criteria stated in the tender documentation. .   |
| <b>The procuring authority does not award a PPP contract if only one proposal is submitted.</b>   | No  |
| <b>Please provide the relevant legal/regulatory provisions (if any):</b>  | n/a   |

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| <b>The regulatory framework does not include any provisions.</b>  | No   |
| <b>28. Does the procuring authority publish the award notice?</b>   | Yes  |
| <b>If yes, please specify the means of publication and provide the relevant legal/regulatory provisions (if any):</b>                             | Pursuant to Article 42 of the Public Procurement Act the contracting authority shall publish the decision in the buyer's profile together with the reports and minutes for the work done by the commission and shall dispatch the decision to the tenderers on the same day. An award notice is also published in the Public Procurement Register (Article 155 of the Public Procurement Act).   |
| <b>28.1. If yes, is the public procurement award notice published online?</b>   | Yes  |
| <b>If yes, please specify the website:</b>  | <a href="https://www.minfin.bg/bg/page/523">https://www.minfin.bg/bg/page/523</a> ; the website of the procuring authority; and the website of the Public Procurement Agency, <a href="http://rop3-app1.aop.bg/">http://rop3-app1.aop.bg/</a>  |
| <b>29. Does the procuring authority provide all the bidders with the result of the PPP procurement process?</b>                                   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 43. (1) The contracting entity shall send the decisions referred to in Items 3 to 10 of Article 22 (1) herein within three days from the issuing of the said decisions. The decisions shall indicate a link to the electronic case file on the buyer profile where the memorandums and final reports of the commission or jury are published.(2) The decisions referred to in Paragraph (1) shall be sent:1. to an address named by the candidate or participant:(a) by electronic mail, with the communication whereby the decisions are sent being signed by an electronic signature, or(b) by post or other courier service, as a registered item with an addressee's acknowledgment of receipt;2. by fax.(3) The method chosen by the contracting entity must allow authentication of the date of the receipt of the decision.(4) Where the decision has not been received by the candidate or participant by any of the methods referred to in Paragraph (2), the contracting entity shall publish a communication addressed to the said candidate or participant on the buyer profile. The decision shall be considered served as from the date of publication of the communication. |
| <b>If no, please elaborate:</b>   | n/a  |
| <b>29.1. If yes, does the notification of the result of the PPP procurement process include the grounds for the selection of the winning bid?</b> | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 106 (6) of the Public Procurement Act, in ten days term after completion of the work of the appointed committee, the procuring authority shall issue reasoned decision, declaring thereby the ranking of the tenderers and the selected tenderer (or declaring the termination of the procedure).  |
| <b>30. Is there a standstill (or pause) period after the contract award and</b>   | Yes  |

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| <b>before the signing of the contract in order to allow unsuccessful bidders to challenge the award decision?</b>  |  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>Pursuant to Article 41 of the PPP Act:</p> <p>(1) The public partner shall conclude the PPP contract not earlier than the lapse of 14 days after the tenderers concerned have been informed of the decision or resolution on selection of a private partner, except in cases where the tenderer selected as a private partner is the only tenderer concerned.</p> <p>(2) The deadline for conclusion of the PPP contract as set in the decision or resolution on selection of a private partner shall run from the date of entry into effect of the judgment or ruling admitting anticipatory enforcement.</p>  |
| <b>and the time in calendar days:</b>  | 14   |
| <b>30.1. Is the standstill period set out in the notice of intention to award?</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>Pursuant to Article 46 (2) (a) of the EU Directives, a contract may not be concluded following the decision to award a contract falling within the scope of Directive 2014/24/EU or Directive 2014/23/EU before the expiry of a period of at least 10 calendar days with effect from the day following the date on which the contract award decision is sent to the tenderers and candidates concerned if fax or electronic means are used or, if other means of communication are used, before the expiry of a period of either at least 15 calendar days with effect from the day following the date on which the contract award decision is sent to the tenderers and candidates concerned or at least 10 calendar days with effect from the day following the date of the receipt of the contract award decision.';</p> |
| <b>31. Does the regulatory framework restrict negotiations with the selected bidder between the award and the signature of the PPP contract in order to prevent an unfair disadvantage to the other bidders?</b> | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | <p>According to Article 42 (1) of the PPP Act, the PPP contract shall be concluded without conduct of negotiations in accordance with the draft PPP contract and with the tender or proposals.</p>   |
| <b>31.1. Based on your experience, is it always the case that this restriction is respected in practice?</b>   | No   |
| <b>If yes, please specify:</b>   | No Data  |
| <b>If no, please elaborate:</b>  | n/a  |

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| <b>32. Does the procuring authority publish the PPP contract?</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 43 of the PPP Act, the PPP contract shall be concluded in writing in at least three originals - one for each of the parties and one for the public PPP register at the Ministry of Finance. The appendices to the PPP contract shall be made in as many copies as is the number of the originals. Also, Pursuant to Article 24 (1) of the PPP Act, the Ministry of Finance shall keep and maintain a public PPP register which is freely and publicly accessible on the internet. Furthermore, Pursuant to Article 22b (2) (10) of the Public Procurement Act, without breaching applicable restrictions in connection with the disclosure of commercially sensitive information and competition rules, the public procurement contracts together with the mandatory attachments thereto will be published on the buyer profile in the form of electronic documents. |
| <b>32.1. If yes, which of the following options best describes this publication (choose only one)?:<br/>Publication of the full PPP contract including all its annexes and appendixes</b> | Yes  |
| <b>Publication of the full PPP contract without including all its annexes and appendixes</b>  | No   |
| <b>Publication of a summary of the PPP contract without publishing the full PPP contract</b>  | No   |
| <b>Publication of a summary of the PPP contract along with the full PPP contract including all its annexes and appendixes</b>   | No   |
| <b>Publication of a summary of the PPP contract along with the full PPP contract without including all its annexes and appendixes</b>   | No   |
| <b>32.2. If yes, is it published online?</b>  | Yes  |
| <b>If yes, please specify the website:</b>  | The respective procuring authority's website. The website of the Ministry of Finance: <a href="http://www.minfin.bg/">http://www.minfin.bg/</a> ;<br><a href="http://www.nkr.government.bg/app?service=external/Browse&amp;sp=201">http://www.nkr.government.bg/app?service=external/Browse&amp;sp=201</a>   |
| <b>32.3. If yes, does the procuring authority also publish any subsequent amendment made to the PPP contract?</b>   | Yes  |

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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 24 (2) (1) of the PPP Act, the PPP Register shall contain the supplementary agreements amending or supplementing the PPP contracts as concluded;  |
| <b>PPP Contract Management</b>   |   |
| <b>41. Has the procuring or contract management authority established a system to manage the implementation of the PPP contract (e.g. attributing responsibilities or establishing specific management tools)?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | According to Article 45 of the PPP Act and Article 38 of the RAPPPA, the procuring authority exercises continuous assessment (so called on-going control) on the implementation of the PPP contract.  |
| <b>41.1. If yes, which of the following tools does it include (check all that apply)?: Establishment of a PPP contract management team</b>   | Yes   |
| <b>Relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 38 (4) and (5) of the RAPPPA Ongoing control shall be carried out by: officials of the State or municipal administration or body governed by public law concerned, and/or a control commission. Furthermore, the rights, obligations and responsibilities of the persons carrying out ongoing control, as well as the composition of the control commission, shall be determined by an order of the public partner. |
| <b>Participation of the members of the PPP contract management team in the PPP procurement process and/or vice versa</b>   | No  |
| <b>Relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <b>Elaboration of a PPP implementation manual or an equivalent document</b>  | No  |
| <b>Relevant legal/regulatory provisions (if any):</b>  | n/a   |
| <b>Establishment of personnel training programs (i.e. initial training and continued training throughout the course of the project)</b>  | No  |
| <b>Relevant legal/regulatory provisions (if any):</b>  | n/a   |

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| Establishment of a risk mitigation mechanism which considers the evolving nature of risks throughout the project lifecycle (guidelines, specific processes, insurance regime, etc.)   | No                  |
| Relevant legal/regulatory provisions (if any):  | n/a                 |
| 41.2. Which of the following options best describes the required qualifications of the PPP contract management team members? (Please select only one): The membership of the PPP contract management team is specified and/or its members are required to meet detailed qualifications. | No                  |
| If yes, please specify and provide the relevant legal/regulatory provisions (if any):   | n/a                 |
| The PPP contract management team members are required to meet sufficient qualification without specific details.  | No                  |
| If yes, please provide the relevant legal/regulatory provisions (if any):   | n/a                 |
| The PPP contract management team members are not required to meet any specific qualifications.  | Yes                 |
| Please elaborate and provide examples:  | No regulatory basis |
| 42. Does the procuring or contract management authority establish a system for tracking progress and completion of construction works under a PPP contract?   | No                  |

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| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a  |
| <b>42.1. If yes, is the PPP contract construction performance information made available to the public?</b>   | n/a  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | n/a  |
| <b>42.2. If yes, is the PPP contract construction performance information made publicly available online?</b>   | n/a  |
| <b>If yes, please specify the website:</b>  | n/a  |
| <b>43. Does the procuring or contract management authority establish a monitoring and evaluation system of the PPP contract implementation after construction?</b>                              | Yes  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>  | Pursuant to Article 45 of the PPP Act, The fulfilment of the obligations of the parties shall be monitored and controlled, and the private partner shall be audited upon performance of the PPP contract. The parties to the PPP contract shall be obligated to keep and preserve the documentation and to ensure protection of information in connection with the performance of the contract. Pursuant to Article 39 of RAPPAA, Monitoring of the performance of effective PPP contracts in the country shall be carried out on the basis of annual accounts and, to this end, not later than the 31st day of March. The public partners for State PPPs and PPPs of State bodies governed by public law shall present annual reports on the performance of the PPP contracts to the Minister of Finance. |
| <b>43.1. If yes, which of the following tools does it include (check all that apply)?: Performance is assessed against evaluation criteria set in the tender documents and the PPP contract</b> | No   |
| <b>Relevant legal/regulatory provisions (if any)</b>  | n/a  |
| <b>The procuring or contract management authority can abate (reduce) payments for non-performance of operating</b>  | No   |

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| <b>obligations under the PPP contract</b>  |   |
| <b>Relevant legal/regulatory provisions (if any)</b>   | n/a   |
| <b>The private partner must provide the procuring or contract management authority with periodic operational and financial data</b>  | No  |
| <b>Relevant legal/regulatory provisions (if any)</b>   | n/a   |
| <b>The procuring or contract management authority must periodically gather information on the performance of the PPP contract</b>  | Yes   |
| <b>Relevant legal/regulatory provisions (if any)</b>   | Pursuant to Article 38 of the RAPPPA, regulates that the monitoring control shall include periodic checks if all the contractual obligations are executed, including quality of the object of technical or social infrastructure, quality criteria and other. |
| <b>The PPP contract performance information must be available to the public</b>  | No  |
| <b>Relevant legal/regulatory provisions (if any)</b>   | n/a   |
| <b>43.2. Is PPP contract performance information made publicly available online?</b>   | No  |
| <b>If yes, please specify the website:</b>   | n/a   |
| <b>44. Are foreign companies prohibited from repatriating the income resulting from the operation of a PPP project?</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a   |
| <b>45. Does the regulatory framework (including standard contractual clauses) expressly regulate changes in the ownership structure (i.e. stakeholder composition) of the private partner and/or assignment of the PPP contract?</b> | Yes   |

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| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 57 (1) of the RAPPPA, upon transformation of the private partner, within three months after the transformation is recorded in the Commercial Register the successor in title to the private partner may request that the PPP contract be extended therewith, after presenting evidence that:1. the said successor in title conforms to the requirements specified in the notice;2. the circumstances referred to in Article 47(1), (2) and (5) of the Public Procurement Act (such as criminal convictions) do not apply to the said successor in title;3. the said successor in title conforms to other requirements regarding the performance of the contract as specified by a law.</p> |
| <p><b>45.1. If yes, which of the following circumstances are specifically regulated? (check all that apply): Any change in the private partner during an initial period (e.g. construction and first five years of operation).</b></p> | <p>No</p>   |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>n/a</p>  |
| <p><b>Changes of ownership/contract assignment, at any time during the contract, must preserve the same technical qualifications as the original operator.</b></p>   | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 57 (1) (1) and Article 57 (1) (3) of the PPP Act, the said successor in title conforms to the requirements specified in the notice and the said successor in title conforms to other requirements regarding the performance of the contract as specified by a law.</p>   |
| <p><b>In other cases, flexibility to change the ownership structure and/or assign the contract.</b></p>  | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 43 (2) of the EU Directives</p>  |
| <p><b>46. Does the regulatory framework (including standard contractual clauses) expressly regulate the modification or renegotiation of the PPP contract (once the contract is signed)?</b></p>                                       | <p>Yes</p>  |

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| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 56 (1) and (2) and (3) of the PPP Act, the contract may be amended or supplemented by a supplementary agreement. The supplementary agreement can be concluded between the public and the private partner without a decision of the authority in cases where the amendments and supplements fall within the framework of the decision on initiation of a procedure for selection of a private partner, of the notice, of the decision on selection of a private partner and of the tender of the tenderer selected as a private partner. However, in cases where, due to unforeseen circumstances, it has become necessary to assign to the private partner additional works which are not included in the contract, a change of the type or volume of the works under the contract or assign additional services of general interest, an approval of the relevant authority is required prior to the contract amendment.</p> |
| <p><b>46.1. If yes, is an approval from a government authority, other than the procuring authority, required?</b></p>  | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 56 (3) of the PPP Act, The PPP contract may be amended and/or supplemented after a decision of the authority referred to in Article 32(2) and (3) herein, including in respect of the facility whereby the activity of general interest is carried out, where, due to unforeseen circumstances, it has become necessary to assign to the private partner additional works which are not included in the contract, a change of the type or volume of the works under the contract or assign additional services of general interest,</p>  |
| <p><b>46.2. If yes to question 46, which of the following circumstances are specifically regulated? (check all that apply): A change in the scope and/or object of the contract.</b></p> | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 56 (3) of the PPP Act, the PPP contract may be amended and/or supplemented, including in respect of the facility whereby the activity of general interest is carried out, where, due to unforeseen circumstances, it has become necessary to assign to the private partner additional works which are not included in the contract, change of the type or volume of the works under the contract or assign additional services of general interest.</p>  |
| <p><b>A change in the risk allocation of the contract.</b></p>   | <p>Yes</p>  |
| <p><b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Pursuant to Article 69 (1) of the PPP Act, upon upsetting of the economic balance, each of the parties to a PPP contract may request that the contract be amended or supplemented in order to restore the economic balance. Any such request shall be submitted to the other party by a reasoned proposal on the basis of a new integral analysis of the circumstances which have led to upsetting of the economic balance.</p>  |
| <p><b>A change in the financial and/or economic balance of the contract.</b></p>   | <p>Yes</p>  |

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| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | Pursuant to Article 69 (1) of the PPP Act, upon change in the economic balance, each of the parties to the PPP contract may request its amendment or supplement in order to restore the economic balance.   |
| <b>A change in the duration of the contract.</b>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | Pursuant to Article 69 (3) of the PPP Act, the contract term may be shortened or increased by not more than one third of the initially agreed duration.   |
| <b>A change in the agreed price or tariff.</b>   | Yes   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | Pursuant Article 43 (1) (a) of the EU Directives, where the modifications, irrespective of their monetary value, have been provided for in the initial concession documents in clear, precise and unequivocal review clauses, which may include value revision clauses, or options. Such clauses shall state the scope and nature of possible modifications or options as well as the conditions under which they may be used. They shall not provide for modifications or options that would alter the overall nature of the concession; |
| <b>46.3. Can the procuring authority unilaterally modify a PPP contract?</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a   |
| <b>47. Does the regulatory framework (including standard contractual clauses) expressly regulate the following circumstances that may occur during the life of the PPP contract? (check all that apply): Force Majeure</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | Pursuant top Article 68 (4) (2) of the PPP Act, activities under the contract are discontinued as a result of force majeure.  |
| <b>Material Adverse government action .</b>  | No  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a   |

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| <b>Change in the Law.</b>   | Yes  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | Pursuant to Article 68 (4) (1) of the PPP Act, the economic balance of the contract may also be disturbed when the conditions for financing, construction, management or maintenance of the facility whereby the activity of general interest is carried out, and/or the conditions for provision of the service of general interest, have changed as a result of changes in legislation or by an act of a regulatory authority. |
| <b>Refinancing.</b>   | No   |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | n/a  |
| <b>Subcontracting and replacement of the subcontractors.</b>  | Yes  |
| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | Pursuant to Article 46 (2) of the PPP Act, upon performance of the PPP contract, the private partner may use subcontractors which have been named in the tender. Where a subcontractor named in the tender must be replaced or a necessity arises to use another subcontractor, the private partner shall select the new subcontractor by means of a procedure under the Public Procurement Act.                                 |
| <b>48. Does the regulatory framework (including standard contractual clauses) allow for administrative and/or contractual complaint review mechanisms to address disputes arising from the implementation of PPP contracts?</b> | Yes  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>   | Pursuant to Article 73 (1) of the PPP Act, Disputes relating to the conclusion, performance, amendment and termination of PPP contracts shall be resolved by the competent civil court.  |
| <b>48.1. If yes, please specify which of the following options are available (check all that apply):<br/>Local administrative review body</b>   | No   |
| <b>If yes, please specify:</b>  | n/a  |
| <b>Local courts</b>   | Yes  |
| <b>Domestic arbitration</b>   | No   |
| <b>International arbitration</b>  | No   |
| <b>Investor-State Dispute Settlement (ISDS)</b>   | No   |
| <b>Mediation</b>  | No   |

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| <b>Please provide the relevant legal/ regulatory/standard contractual provisions (if any)</b>  | Pursuant to Article 73 (1) of the PPP Act, Disputes relating to the conclusion, performance, amendment and termination of PPP contracts shall be resolved by the competent civil court. |
| <b>48.2. If applicable, are arbitration awards enforceable by the local courts?: Domestic Arbitration</b>  | No  |
| <b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>  | n/a   |
| <b>International arbitration</b>   | No  |
| <b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>  | n/a   |
| <b>Investor-State arbitration</b>  | No  |
| <b>If yes, please provide the relevant legal/ regulatory provisions/standard contractual provisions (if any):</b>  | n/a   |
| <b>49. Does the regulatory framework (including standard contractual clauses) allow for the restructuring of a PPP private partner (SPV) in financial difficulty prior to insolvency?</b>  | No  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a   |
| <b>50. Does the regulatory framework (including standard contractual clauses) allow for the lenders to take control of the PPP project (lender step-in rights) if either the private partner defaults or if the PPP contract is under threat of termination for failure to meet service obligations?</b> | No  |

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| <b>If yes, please provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>50.1. If yes, which of the following options best describes the lender step-in right? (Please select only one): The regulatory framework expressly regulates the lender step-in rights.</b> | n/a  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>The regulatory framework prescribes that a direct agreement should be signed with the lenders.</b>  | n/a  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>The regulatory framework prescribes that the lender step-in rights should be regulated in the contract.</b>   | n/a  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | n/a  |
| <b>Other.</b>  | n/a  |
| <b>Please Specify:</b>   | n/a  |
| <b>51. Does the regulatory framework (including standard contractual clauses) expressly establish the grounds for termination of a PPP contract?</b>   | Yes  |
| <b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b>  | Generally, the PPP contract shall be terminated with the expiry of its term. There are also few special grounds for termination of PPP contract when the Private Partner has been declared insolvent - as of the date of entry into force of the ruling. The partnership contract could also provide for special termination grounds. The contract may be terminated unilaterally or by mutual agreement of the parties only in case of: 1) complete or partial loss of the facility that is |

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|  | <p>supposed to carry out the activity of general interest,2) upon subsequent occurrence of danger to the national security and the defence, the environment, human health, protected territories, areas and sites and public order. In case of non-performance of the partnership contract the defaulting party may terminate it after giving a notice to the other party with suitable timeframe to perform and a with a warning that after termination expiry the contract shall be considered terminated. Article's 58, 59, 60 and 61 of the PPP Act.</p>  |
| <p><b>51.1. If yes, does the regulatory framework (including standard contractual clauses) establish the consequences for the termination of the PPP contract?</b></p> | <p>Yes</p>  |
| <p><b>If yes, please specify and provide the relevant legal/regulatory/standard contractual provisions (if any):</b></p>   | <p>Articles 63 to 66 of the PPP Act provide the consequences for the termination of the contract. In case of early termination of the PPP contract for a reason within the control of the procuring authority, the private partner shall be entitled to compensation. In case of early termination of the PPP contract for a reason within the control of the private partner, the procuring authority shall owe the private partner certain compensation in case the site where the activity of public interest is carried out is owned by the state, the municipality or the body governed by public law. In case the site is owned by the private partner, the latter is entitled to no compensation. Despite the due compensations the party at fault shall also be liable for indemnity, stipulated in the PPP contract. In case of PPP contract termination the private partner shall deliver the site where the activity is carried out back to the procuring authority (in case the site is owned by the state, the municipality or the body governed by public law).</p> |
| <p><b>Unsolicited Proposals</b></p>  |   |
| <p><b>34. Are unsolicited proposals in Bulgaria: (choose only one): Explicitly prohibited by the legal framework? (If prohibited, skip to section F)</b></p>           | <p>No</p>   |
| <p><b>Explicitly allowed by the legal framework?</b></p>   | <p>Yes</p>  |
| <p><b>Not regulated by the legal framework, but do happen in practice?</b></p>   | <p>No</p>   |
| <p><b>Not regulated by the legal framework, and do not happen in practice? (if not done in practice, skip to section F)</b></p>  | <p>No</p>   |
| <p><b>If the legal framework explicitly prohibits or allows unsolicited proposals, please provide</b></p>  | <p>Pursuant to Article 27 and Article 28 (1) of the PPP Act any interested party (i.e. any private partner) may propose to a procuring authority the initiation of a PPP. The proposal shall be accompanied by a justification and financial and economic</p>   |

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| <b>the relevant legal/regulatory provisions</b>  | analysis, as well as pre-investment research or investment project in case of construction works.   |
| <b>35. Does the procuring authority conduct an assessment to evaluate unsolicited proposals? (if not, skip to question 37)</b>   | Yes   |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any)</b>  | <p>Pursuant to Article 30 of the PPP Act, The preparatory actions shall include the submission of a justification proving the social and economic feasibility of implementing the project via PPP, based on:1. a pre-investment study or an investment project - where the PPP involves works;2. a financial and economic analysis which shall at least prove:a) the affordability for the state budget, respectively for the municipal budget or the budget of the body governed by public law of the PPP project, andb) that better value shall be achieved for the invested public funds via PPP;3. a legal analysis as regards compliance with the legal requirements for PPP.(2) Where the preparatory actions are the result of a private partner initiative, the public partner may use fully or in part the documents referred to in Article 28 (1).(3) The financial and economic analysis for state PPP's and for PPP's of state-owned public-private entities shall be approved by the Minister of Finance.(4) The justification shall be approved by the public partner based on a proposal from an expert council appointed thereby.</p> |
| <b>35.1. If yes, is there any vetting procedure and/or pre-feasibility analysis before fully assessing the unsolicited proposal?</b>   | No  |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a   |
| <b>36. Which of the following options best describe how the procuring authority ensures that unsolicited proposals are consistent with existing government priorities? (Please select only one): The procuring authority follows a specific procedure to ensure the consistency of PPPs with other government investment priorities.</b> | Yes   |
| <b>If yes, please specify and provide the relevant legal/regulatory provisions (if any):</b>   | According to Article 11 of the Rules for application of the PPP Act provide that if the unsolicited proposal is approved, the procuring authority initiate the procedure for putting the PPP project in the Operative Plan or the respective municipal development program.   |
| <b>The regulatory framework requires unsolicited proposals to be among</b>   | No  |

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| <b>the existing government priorities without establishing specific procedures to achieve that goal.</b>   |   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | n/a   |
| <b>The procuring authority does not evaluate unsolicited proposals against existing government priorities.</b>   | No  |
| <b>Please elaborate and provide examples:</b>  | n/a   |
| <b>37. Does the procuring authority initiate a competitive PPP procurement procedure when proceeding with the unsolicited proposal?</b>                      | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 28 (3) of the PPP Act, Where the public partner has used the pre-development study or the development-project design, the interested party shall have the right, unless selected as a private partner, to remuneration for the data from the pre-development study or from the development-project design used in the technical specifications. The amount of such remuneration shall be determined by the public partner according to a methodology specified in the regulations for application of the Act and shall be paid within one year after the publication of the notice.               |
| <b>38. Does the procuring authority grant a minimum period of time to additional prospective bidders (besides the proponent) to prepare their proposals?</b> | Yes   |
| <b>If yes, please provide the relevant legal/regulatory provisions (if any):</b>   | Pursuant to Article 74 Public Procurement Act: The minimum time limit for the receipt of tenders in an open procedure shall be 35 days from the date on which the contract notice was sent for publication.(2) The time limit referred to in Paragraph (1) may be shortened but may not be less than 15 days if the contracting entity has published a prior information notice and the said notice:1. was sent for publication between 35 days and 12 months before the date on which the contract notice was sent for publication, and 2. includes all the information under Section I of Part A of Annex 4 hereto. |
| <b>and the time in calendar days:</b>  | 35  |
| <b>39.1 Does the procuring authority use any of the following incentive mechanisms to reward/compensate the</b>  | No  |

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| <p><b>presentation of unsolicited proposals? (check all that apply):</b><br/> <b>Access to the best and final offer (BAFO) process and/or automatic shortlisting.</b></p> |  |
| <p><b>39.2 Developer's fee (reimbursing the original proponent for the project development cost).</b></p>   | Yes  |
| <p><b>39.3 Bid Bonus.</b></p>   | No   |
| <p><b>39.4 Swiss challenge (If unsuccessful, the original proponent has the option to match the winning bid and win the contract).</b></p>                                | No   |
| <p><b>39.5 Other.</b></p>   | No   |
| <p><b>Please specify:</b></p>   | n/a  |
| <p><b>Please provide the relevant legal/regulatory provisions (if any):</b></p>   | <p>Pursuant to Article 28 (3) of the PPP Act, Where the public partner has used the pre-development study or the development-project design, the interested party shall have the right, unless selected as a private partner, to remuneration for the data from the pre-development study or from the development-project design used in the technical specifications. The amount of such remuneration shall be determined by the public partner according to a methodology specified in the regulations for application of the Act and shall be paid within one year after the publication of the notice.</p> |