

Approved by,

Deleted information according to Art 42  
para 5 PPA

Capital Construction Director

“LUKOIL Neftohim Burgas” AD

***Public Procurement Documentation***

Subject - „Development of Conceptual Design, Detailed Design and Delivery of Vapour Recovery Unit (VRU), using a technology with activated carbon and process /ADAB/, processing gasoline vapor from naphtha, from gasoline RON 92 and from gasoline RON 95 from transshipment operations at Piers 1, 2 and 3 of Rosenets PT"

Burgas, 2018

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## SECTION I. GENERAL TERMS

### 1. Client

By Resolution of the Council of Ministers № 172 of 22 March 2011 “LUKOIL Neftohim Burgas” AD was granted a concession on Rosenets Port Terminal (hereinafter referred to as “Rosenets” PT) part of Burgas Public Transport Port, which is of national importance.

The environmental program of „Rosenets” PT, attached to the Concession Contract foresees the construction of a system for vapor recovery during handling operations on tanker ships.

“LUKOIL Neftohim Burgas” AD is the Assigner/Client of the current procedure, represented pursuant to Art.7 /1/ of the Public Procurement Act (PPA) by Stanimir Georgiev Bulanov – Capital Construction Director (Power of Attorney reg. № 121/04.01.2018, issued by Tsveta Atanasova – Notary with reg. №458 of the Notary Chamber).

The procedure was opened and announced pursuant to art. 132 of PPA.

### 2. Site Characteristics

„Rosenets” PT is located in the southern part of Burgas bay. It comprises three piers, where the port transshipment operations take place. Layout of the VRU is in accordance with the Plot Plan – Attachment 1.

### 3. Estimated maximum value of the procurement and terms of payment

**3.1** The estimated maximum value of the procurement is up to 1 793 333,33 EUR (say: one million seven hundred ninety-three thousand three hundred thirty-three euro and thirty-three eurocent) exclusive of VAT.

While drawing up their price proposals, the participants shall offer the final price which shall not exceed the estimated maximum value of the procurement set by Client. If a participant offers a higher value, said participant will be subject to removal from the procedure pursuant to art. 107, i. 2, para. “a” of PPA due to failure to comply with the pre-announced terms and conditions of the procurement.

#### 3.2 Terms of payment

Completed works will be paid by Client in accordance with the terms of the contract.

For completed services, Client shall make payments under the Contract within 60 (sixty) calendar days, counting from the date of acceptance of the respective Service, against an original invoice and the relevant bilaterally signed Record of Acceptance of the Service.

For supply of Goods, Client suggests the following forms of payment: deferred payment, within 60 calendar days, counting from the delivery date, against an original invoice issued and bilaterally signed and stamped Delivery and Acceptance Record or via a documentary Letter of Credit.

**4. Separate positions and possibility for options to be presented in the proposals**

There are no separate positions, since:

The subject matter of the procurement is indivisible and it is not possible to be split into separate positions.

**5. Requirement for minimum warranty period. Minimum performance indices.**

The minimum warranty period required for the VRU is 18 months from start-up, but not more than 24 months from the latest delivery date.

The minimum warranty period required for spare parts for start-up of the dynamic equipment is 18 months from start-up, but not more than 24 months from the latest delivery date.

Warranty period for materials for initial loading and start-up: catalysts / adsorbents, chemicals and additives, according to manufacturer's data sheet.

The minimum performance indices are set out in p.8.3.7 of SECTION II. Technical Specifications.

**6. Time frame for execution of the public procurement**

The maximum time frame for execution of the procurement is not more than 35 months counting from the public procurement contract signature date (T0), including:

T0+4 months – designing;

T0+17 months – manufacture of the Goods; Time frame for delivery of the Goods: from 01.01.2020 to 03.02.2020.

T0+33 months – services during CAW;

T0+35 months - services during the start-up and performance tests.

**General requirement:** Any reference made in the current documentation to a standard, specification, technical assessment, technical approval, technical standard, marking, certificate, measures for provision of quality or for environment protection, documents for the registration of an official list or register or etc., provided for by the PPA and the Rules for Application of Public Procurement Act (RAPPA), shall be read supplemented with the words “or equivalent”. In such cases the applicant or participant must be able to prove their equivalence with the requirements.

Anywhere in the documentation where a specific product, producer, standard, type, specification, technical assessment, technical approval or technical standard is used shall also mean their equivalent ones.

## **SECTION II. TECHNICAL SPECIFICATIONS**

**The Client provides unlimited, full, free of charge and direct access to the public procurement documentation from the date on which the announcement is published in the EU Official Journal at Client's web site "Buyer's Profile": <http://neftochim.lukoil.com/bg/About/Purchase>**

### **7. Description of the subject-matter of the procurement**

**The subject matter of the current procurement is** „Development of Conceptual Design, Detailed Design and Delivery of Vapour Recovery Unit (VRU), using a technology with activated carbon and process /ADAB/, processing gasoline vapor from naphtha, from gasoline RON 92 and from gasoline RON 95 from transshipment operations at Piers 1, 2 and 3 of Rosenets PT"

which in general includes:

development of a conceptual design, process calculations, detailed design of the unit, a complete detailed design with connections of the unit to the existing infrastructure (inlet and outlet process and auxiliary flows, electric power supply and instrumentation connections), translation into Bulgarian language (for documentation prepared in a language other than Bulgarian language) and authorization of the complete detailed design by designers who have full legal design capacity on the territory of the Republic of Bulgaria, a license (if any), delivery of VRU, additional equipment required for its construction and connections, supply of spare parts for dynamic equipment start-up, supply of all required materials for initial loading and start-up: catalysts / adsorbents, chemicals and additives, if applicable, supervisory services and supervision, participation in the pre-commissioning and management during the commissioning and demonstration of the performance guarantees.

### **8. Technical Inquiry**

8.1. Objective of the project: Construction, connection and start-up of gasoline vapor recovery unit (VRU) for recovery of the vapors generated during transshipment operations via Piers 1, 2 and 3.

8.2. Location: the preferred place for placing the unit is marked with „Approved site for VRU” - position 4 on the attached excerpt from the general Layout - Attachment 1, Land with identifier 07079.831.92 – УПИ (Zoned Land) I-92.

8.3. Volume of the works - development of a conceptual design, process calculations, detailed design of the unit, a complete detailed design with connections of the unit to the existing infrastructure (inlet and outlet process and auxiliary flows, electric power supply and instrumentation connections), translation into Bulgarian language (for documentation prepared in a language other than Bulgarian language) and authorization of the complete detail design by designers who have full legal design capacity on the territory of the Republic of Bulgaria, supply of VRU, additional equipment required for its construction, connections and successful commissioning.

8.3.1. Conceptual design:

8.3.1.1. Development of a Conceptual Design of Unit for recuperation of gasoline vapors /VRU/ during the transshipment operations at Rosenets PT using a technology with active carbon and /ADAB/ process, including process estimates determining the capacity /throughput/ of the unit in accordance with the product load set out in p. 8.4.1, as well as PFD and P&ID; a proposal for treatment of the waste from the VRU;

8.3.1.2. Equipment lay out plan;

8.3.1.3. Specification of the required utilities and auxiliary flows and connection points (coordinates) to the existing infrastructure;

8.3.1.4. Routes for pipeline, instrumentation and power lines connection – the newly designed routes shall use to the maximum degree possible the existing pipeline, power supply and instrumentation racks shown on the attached plot plan - Attachment 1 and, if necessary, new racks shall be developed in areas where the existing ones cannot be used;

8.3.1.5. Specification of the equipment foreseen by the detail design and needed for the construction and start-up of the unit and its connection to the existing infrastructure;

8.3.1.6. Preliminary general estimate per consolidated items with an accuracy class of +20 %;

8.3.2. Detailed design and cost estimate documentation for the construction of gasoline vapor recovery unit (VRU):

8.3.2.1. The design shall provide for the construction and connection of all facilities to and their integration into the existing infrastructure;

8.3.2.2. The Detailed Design shall comprise final process diagrams - P&ID, PFD;

- 8.3.2.3. The Detailed Design shall be developed in the volume and content as per Attachments 2, 2-1 and 2-2;
- 8.3.2.4. The Detailed Design shall be developed in accordance with the standards and regulations effective in the Republic of Bulgaria and the internal company rules and regulations of „LUKOIL Neftohim Burgas“ AD - Attachment 3;
- 8.3.2.5. The Detailed Design shall include HAZOP;
- 8.3.2.6. The Detailed Design shall include Operating Instructions for start-up, shut-down and normal operation of the unit and also instructions for emergency shut-down and start-up;
- 8.3.2.7. The Detailed Design shall comprise isometric drawings for the installation of all pipelines, as well isometric drawings for the preparation of pipelines' passports with rejection thickness estimates attached;
- 8.3.2.8. The Detailed Design shall comprise all parts required for agreement by the state and control authorities, construction and connection of the unit to the existing infrastructure and its commissioning;
- 8.3.2.9. The Detailed Design shall be translated in Bulgarian language (for the documentation prepared in any language other than Bulgarian), and authorized by designers having full designer's capacity on the territory of the Republic of Bulgaria; the obligation for the fulfillment of said requirements shall be borne by contractor and it shall be at its expense;
- 8.3.2.10. The Detailed Design shall be evaluated in accordance with the Ordinance on the essential requirements and evaluation of the compliance of pressure facilities / CE marking/; The Detail Design shall be evaluated in accordance with the Act on the essential requirements to products; the obligation for the fulfillment of said requirements shall be borne by contractor and it shall be at its expense;
- 8.3.2.11. The Detailed Design shall comprise a detail specification for supply of the equipment and materials foreseen by the detailed design and needed for the construction, start-up of the unit, its connection to the existing infrastructure and its commissioning;
- 8.3.2.12. The Detailed Design shall specify the amount of nitrogen bottles required for unit start-up and operation and also their connection to the unit;
- 8.3.2.13. The Detailed Design shall comprise a System for automated operation of the unit with minimum operative personnel involved;
- 8.3.2.14. The Detailed Design shall comprise a lay-out plan of the equipment, foundations, pipeline, instrumentation and power cables racks.
- 8.3.2.15. The Detailed Design shall also contain Bill of Quantities for all parts of the project.



8.3.2.16. The Detailed Design shall be in compliance with the effective regulatory documents for provision of healthy and safe working conditions and of fire safety and accidents prevention during designing, construction and operation, as well as with the requirements of the Environment Protection Act. The design solutions shall be based on the requirements of Ordinance 7 on the minimum requirements for healthy and safe working conditions at the work sites and while working with the equipment.

Health and Safety Plan in compliance with the requirements of Ordinance No 2 on the minimum requirements for healthy and safe working conditions during the execution of construction and assembly works shall be presented. In case of re-routings and tie-ins into active process pipelines and equipment, safety schemes – blinding, steam out, draining and other required activities and the residual risks shall be presented. The design shall be in compliance with the legislation related to environment and construction and operation of industrial sites effective in the Republic of Bulgaria.

8.3.2.17. Compliance with the above requirements shall be ensured by developing the parts **Health and Safety Plan, Fire Safety, Construction waste management plan**, with scope and contents as per art. 4 and art. 5 of Regulation on Construction Waste Management and Use of Recycled Construction Materials.

8.3.3. Supply of equipment and materials;

8.3.3.1. All equipment needed for the construction of the unit;

8.3.3.2. Complete technical documentation and certificates of the supplied equipment and materials within the volume of the supply;

8.3.3.3. “Dry” vacuum pumps are mandatory to be foreseen in the procurement of the unit;

8.3.3.4. The volume of delivery shall include compressor and instrument air dryer;

8.3.3.5. Spare parts for start-up of the dynamic equipment;

8.3.3.6. Specifications for supply of spare parts;

8.3.3.7. All materials needed for the initial loading and start-up: catalysts / adsorbents, chemicals and additives, if applicable;

8.3.3.8. The unit has to be assessed in accordance with the Ordinance on the essential requirements and assessment of pressure facilities compliance /CE marking/;

8.3.3.9. The equipment shall be in compliance with ATEX standards.

8.3.3.10. The equipment and materials shall be delivered under delivery terms - DDP - „LUKOIL Neftohim Burgas“ AD (unloaded);

8.3.4. Installation supervision of the unit at site shall be provided;

8.3.5. Training of the operative personnel to maintain normal process mode shall be provided;

- 8.3.6. Pre-commissioning works and commissioning;
- 8.3.7. Performance guarantees:
- 8.3.7.1. Design capacity of the unit shall be attained;
- 8.3.7.2. Guarantees for attainment of the environmental requirements to emissions in the atmosphere in accordance with the ones set in p. 8.4.2 and 8.4.3;
- 8.3.7.3. Guarantees for the consumption of electric power and auxiliary flows as per the design ones;
- 8.3.7.4. Run between repairs of the unit shall be not less than 24 months;
- 8.3.7.5. Guarantees for operational fitness of the equipment 20 years;
- 8.4. Source data:
- 8.4.1. Turnover through Piers 1, 2 and 3:
- 8.4.1.1. Max. flow rate of gasoline loaded at Pier № 1 - 2 000 m<sup>3</sup>/hour;
- 8.4.1.2. Max. flow rate of gasoline loaded at Pier № 2 - 2 100 m<sup>3</sup>/hour;
- 8.4.1.3. Max. flow rate of gasoline loaded at Pier № 3 - 500 m<sup>3</sup>/hour;
- 8.4.1.4. Max. turnover of Naphta via the Piers - 360 th.t/year;
- 8.4.1.5. Max. turnover of A-92 via the Piers - 100 th.t/year;
- 8.4.1.6. Max. turnover of A-95H via the Piers - 1 600 th.t/year.
- Note: Gasoline shall not be loaded simultaneously at two or three piers;
- 8.4.2. The concentration of hydrocarbon vapors (methane included) in the waste gases of the regeneration unit shall not exceed 10 g/Nm<sup>3</sup> at any period of 60 minutes chosen at random, in accordance with Ordinance № 16 of 12 August 1999 on the limitation of the emissions of volatile organic substances during storage, loading or discharging and transportation of gasoline.
- 8.4.3. The total annual emissions of volatile organic compounds generated as a result of loading /unloading of gasoline shall not exceed the target emission limit value of 0,005 weight percentages of the facility loading/unloading capacity.
- 8.4.4. Characteristics of the products: as per Attachment 4;
- 8.4.5. Fire and explosion safety category of the site:
- 8.4.5.1. Fire safety category of the site- Φ5.2
- Explosion hazard class- Zone -2;
  - Group and sub-group of the explosive mixture - II-B;
  - Temperature class of the explosive mixture -T3;
- 8.4.6. Climatic conditions at site:
- 8.4.6.1. Temperature °C

- Average annual - /+12.8/
- Absolute maximum - /+39.6/
- Absolute minimum - /-20/

8.4.6.2. Humidity /average value

- Summer - 71%
- Winter - 82 %

8.4.7. Seismic characteristics of the area, wind and snow load: Attachment 5;

8.4.8. The distances from the VRU to the loading arms of Piers 1, 2 and 3 are the following:

- Pier 1 to VRU~ 280m;
- Pier 2 to VRU~ 330m;
- Pier 3 to VRU~ 660m;

8.4.9. Attachment 7- hydrogeological report prepared about the area adjacent to the site where the vapor recuperation unit /VRU/ will be constructed. In case of Contractor's judgment that the presented hydrogeological report cannot be used for the purpose of the project, the Contractor shall prepare a new one.

8.4.10. We suggest gasoline A95H from tank tag number P-7, which shall also be used to receive the liquefied gasoline vapors, to be used as absorbent.

- The distance from the approved VRU site to tank tag number P-7 is ~1450m.

8.4.11. The power supply to the unit shall be done from Steam-boiler Substation Section 1 output 1-2/5, output capacity 630A/400V. The distance from the site where the VRU will be placed to Steam-boiler Substation is ~ 380 m. The cables shall be laid along the existing tracks;

8.4.12. Except in the instrumentation room, operator display shall be also provided in the Control Room of Piers 1, 2 and 3 – building with tag number 5 on Attachment 1;

8.4.13. Type of the transshipment facilities – loading arms equipped with pipelines for discharge of vapors:

- Pier 1: MLA KANON
  - MLA 260 / 6"/ 150# - for bunker residual fuel;
  - MLA 260 / 6"/ 150# - marked diesel fuel;
  - MLA 260 / 12"/ 150# - fuel oil, straight run fuel oil, crude oil;
  - MLA 260 / 12"/ 150# - gasoline A92, A95H;
  - MLA 260 / 12"/ 150# - diesel fuel, low-octane gasoline;

- for MLA 260 / 6" vapor line connection flange/ shore connection vapor Wn flange- 2" 150#, ASME B16.5;
  - for MLA 260/ 12" vapor line connection flange / shore connection vapor Wn flange- 4" 150#, ASME B16.5;
  - Pier 2: MLA Emco Wheathon
    - MLA B0030 / 12" / 150# - crude oil, fuel oil, straight run fuel oil;
    - MLA B0030 / 12" / 150# - crude oil, fuel oil, straight run fuel oil;
    - MLA B0030 / 12" / 150# - A92, A95H;
    - vapor line connection flange / Shore connection vapor flange 6" 150#, ASTM;
  - Pier 3: MLA KANON
    - MLA 260 / 6" / 150# - A92, A95H, A98, МТБЕ;
    - MLA 260 / 6" / 150# - diesel fuel, low-octane gasoline;
    - MLA 260 / 8" / 150# - fuel oil, straight run fuel oil;
    - MLA 260 / 6" / 150# - methanol;
    - MLA 260 / 6" / 150# - marked diesel fuel;
    - MLA 260 / 6" / 150# - hexane;
    - for MLA 260 / 6" and 8" vapor line connection flange / shore connection vapor Wn flange- 2" 150#, ASME B16.5;
  - General arrangement drawings of the transshipment facilities are given in Attachment 6;
- 8.4.14. Instrumentation and technical air, as well as nitrogen are available at the terminal site;
- 8.5. Technical data and requirements:
- 8.5.1. Full compliance with the new ATEX standards;
- 8.5.2. The design documentation shall be developed in accordance with EN and the regulations and standards effective in the Republic of Bulgaria.
- 8.6. Scope of designing: all activities needed to comply with the requirements of the technical inquiry, the construction and commissioning of the unit and attainment of the process and environmental parameters, in accordance with the regulations effective in the Republic of Bulgaria.
- 8.7. Other requirements:
- 8.7.1. The producer shall submit recommendations about the catalysts / adsorbents, chemicals and additives;
- 8.7.2. All decisions related to the designing of the unit and supply of equipment shall be agreed in advance with the Client;
- 8.7.3. The design shall comply with Fire Safety and Accidents Prevention as per Attachment 3;

- 8.7.4. The design shall comply with the requirements for environmental protection;
- 8.7.5. The design shall be presented in Bulgarian language, 9 copies on hard copy and 1 copy on CD (compact disc);
- 8.7.6. All drawings in the electronic version shall be in AutoCad format, version 2006 or higher and PDF;
- 8.7.7. All technical notes, technical specifications, estimates, passports of the devices, certificates and other narrative parts in the electronic version shall be in Word, Excel and PDF format.
- 8.7.8. The electronic version of the Cost Estimate Documentation shall be presented in Excel format and Building Manager.

### **SECTION III. REQUIREMENTS TO THE PARTICIPANTS**

#### **9. General requirements to the participants in the procedure**

- 9.1 Bulgarian or foreign private individuals or legal entities or their partnerships may take part in the public procurement procedure.
- 9.2 If the participant takes part in the form of a partnership not registered as an independent legal entity, the compliance with the selection criteria shall be evidenced by the participating partnership, but not by each one of its member-entities, except in case of appropriate registration, certificate presented or any other condition needed for the fulfilment of the procurement, pursuant to the requirements of a regulatory or administrative act and in accordance with the distribution of entities' involvement in the execution of activities, provided for by the partnership establishment agreement.
- 9.3 Client has no requirements whatsoever to the legal form under which the Partnership will take part in the procedure for awarding the public procurement.
- 9.4 If the participant is a partnership not registered as an independent legal entity, a certified copy of the articles of association, agreement and/or any other appropriate document showing the legal grounds of the partnership and also the following information related to the specific public procurement shall be presented:
1. rights and obligations of the partnership members;
  2. the activities to be fulfilled by each partnership member;
  3. agreed joint liability of the partnership members to Client with regard to implementation of the contract to be entered into as a result of the current procedure.
- 9.5 If the participant is a partnership, which is not a legal entity, a member shall be assigned and appointed to represent the partnership for the purpose of the current public procedure.

9.6 If the partnership is registered under BULSTAT, prior to the date of submission of the offer for the current public procurement, the BULSTAT and/or any other ID data according to the legislation of the country where the participant is resident shall be indicated, as well as its address, incl. electronic one, for communication in the course of the procedure. If the participant is not registered, upon awarding the activities, subject matter of the current public procurement, the participant shall make BULSTAT registration, after it was notified about the ranking – its selection, and prior to the signing of the Contract awarding the current public procurement.

#### 9.7 Subcontractors

9.7.1 The participants shall specify in their offer the subcontractors and the share of the procurement to be awarded to them, if they intend to use any. In such case they have to submit an evidence of the obligations undertaken by the subcontractor.

(declaration by the subcontractor, preliminary contract, etc.).

9.7.2. The subcontractors shall meet the respective selection criteria depending on the type and share of the procurement they are going to execute and there shall be no grounds for their removal from the procedure.

9.7.3. After the signing of the contract and at the latest prior to commencement of its execution, the contractor shall notify the client about the name, contact details and the representatives of the subcontractors indicated in the proposal. The contractor shall immediately notify the client about any changes to the information provided in the course of fulfillment of the procurement.

9.7.4. A change or inclusion of subcontractor during the fulfillment of a public procurement contract shall be allowed upon exception, if needed, in case that the following conditions are fulfilled at the same time: 1. the grounds for removal in the procedure are not present for the new subcontractor; 2. the new subcontractor meets the selection criteria, which the former subcontractor had met, including in relation to the part and type of the activities which he will fulfill, corrected with the activities completed by that moment.

9.7.5. In case of change or inclusion of subcontractor, the contractor shall present to the client all the documents, which prove the fulfillment of the terms under p. 9.7.4. along with a copy of the subcontracting contract or the additional agreement within three days after their signature.

9.7.6 Where the part of the procurement, which is fulfilled by a subcontractor, may be delivered as a separate site for the contractor, the client shall pay remuneration for this part to the subcontractor in accordance with rules set out in the draft contract for awarding the procurement.

9.7.7 Notwithstanding of the possibility for subcontractors to be used, the responsibility for the complete fulfillment of the public procurement contract shall be borne by the contractor.

9.8 A person who is a partnership member or has agreed to be a subcontractor in the offer of another participant, shall not submit its independent proposal. One private individual or legal entity may participate only in one partnership for the public procurement awarding procedure.

9.9 Related persons, in the meaning of paragraph 2, p.45 of the additional provisions of the PPA, are not allowed to participate independently in one and the same procedure.

9.10 The participants in the procedure shall meet the requirements of Art.54, para.1, p.1,p. 2, p.3, p. 4, p.5, p.6 and p.7 of the PPA and Art.55, para.1, p.1, p.3, p.4 and p.5 of the PPA.

*Note:* The grounds under Art.54, para.1, p.1, p.2 and p. 7 of the PPA shall be applicable to:

- a) the persons, who represent the participant or applicant;
- b) the persons, who are members of management and supervisory bodies of the participant or applicant;
- c) other persons having a status that enables them to affect directly the business of the enterprise in a way equivalent to the one of its representatives, the members of management or supervisory bodies.

Where the requirements under Art. 54, para. 1, p. 1, 2 and 7 of the PPA relate to more than one person, all persons shall sign one and the same European Single Procurement Document (ESPD). If there is the need to protect the personal data or in case of different circumstances related to the personal status, the information pursuant to the requirements under Art. 54, para. 1, p. 1, 2 and 7 of the PPA shall be completed in a separate ESPD for each person or for some of the persons. In the last hypothesis – where more than one ESPD are submitted, the circumstances related to the selection criteria shall be present only in the ESPD signed by a person entitled to represent the respective business establishment individually.

9.11 The participant shall declare in part III “D” of the European Single Procurement Document (ESPD) the lack of grounds for removal under Art. 3, p. 8 of the Law on the economic and financial relationships with companies registered in jurisdictions of preferential tax regime, their related parties and their actual owners.

9.12 Grounds for removal from participation

9.12.1. On the grounds of Art. 54 of PPA, the client shall remove from participation in the public procurement awarding procedure a participant, where:

9.12.1.1. He has been convicted with an enforced verdict, unless he has been rehabilitated 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 Penal Code;

9.12.1.2. He has been convicted with an enforced verdict, unless he has been rehabilitated for a crime in another member country or a third country;

9.12.1.3. he has liabilities for taxes and obligatory security contributions in the meaning of Art. 162, Para. 2, p. 1 of the Tax-Insurance Procedure Code and the interests on them, to the state or to the Municipality of the head office of the client and of the participant, or analogical obligations, established by an act of a competent body, under the legislation of the state, where the participant is resident, unless deferment has been allowed, grace period or security of the liabilities or the liability is under an act, which has not been enforced, except in cases when state or public interests of significant importance have to be protected and/or the outstanding amount of due taxes or social insurance contributions does not exceed 1 per cent of the amount of the total annual turnover for the last closed financial year;

9.12.1.4. There is an inequality in the cases under Art. 44, para. 5 PPA;

9.12.1.5. It has been found that:

a) he has presented a document with untrue contents, related to certification of the lack of grounds for removal or fulfillment of the selection criteria;

b) he has not provided required information, related to certifying lack of grounds for removal or fulfillment of the selection criteria;

9.12.1.6. It is found that there is an enforced penal decree or judicial decision that in fulfillment of a public procurement contract he has violated Art. 118, Art. 128, Art. 245 and Art. 301 - 305 of the Labour Code, or analogical obligations, established by an act of a competent body, under the legislation of the country where the participant is resident;

9.12.1.7. there is conflict of interests, which cannot be removed.

The grounds under p. 9.12.1.1, 9.12.1.2. and 9.12.1.7. shall refer to the persons, who represent the participant, the members of management or supervision bodies, and to other persons, who have powers to exercise control in decision taking by these bodies.

9.12.2. On the grounds of Art. 55 PPA the client shall remove from participation in the procedure for public procurement awarding a participant, for whom some of the following circumstances are present:

9.12.2.1. has been declared in insolvency or is in an insolvency procedure, or is in a liquidation procedure, or he has signed a court settlement with the creditors under Art. 740 of the Commerce Act



or has terminated his activity, and in case that the participant is a foreign person - is in a similar situation, comprising from a similar procedure, according to the legislation of the country where he is resident, if it is proved that the same has not terminated his activity and is able to fulfill the procurement in accordance with the applicable national rules for continuation of the economic activity in his resident country;

9.12.2.2. he has signed an agreement with other persons in view to violation of competition, where the violation was found with an act of competent body;

9.12.2.3. it has been proved, that he is guilty for failure to fulfill a public procurement contract or a service contract, lead to its preliminary termination, payment of compensations or other similar sanction, with the exception of the cases, where the non-fulfillment refers to less than 50 per cent of the contractual value or volume;

9.12.2.4. He has tried to:

a) influence the decision taking on behalf of the client, related to removal, selection or awarding, including through provision of untrue or misleading information, or

b) receive information, which may give him ungrounded advantage in the public procurement awarding procedure.

The grounds under p. 9.12.2.4. shall refer to persons, who represent the participant, members of management and supervision bodies and to other persons, who have powers to exercise control at decision taking by these bodies.

*Note: The Client may remove from participation in the procedure also a participant, who is a partnership of natural and/or legal persons and for a member of the partnership some of the grounds for removal are present.*

*Note: The Client may not remove a participant, for whom the grounds under Art. 54, para. 1 of the PPA and Art. 55, para. 1 of PPA are present, pursuant to Art. 56, para. 1 of the PPA and if the client considers that the measures undertaken by the participant are sufficient to guarantee his reliability.*

9.12.3. Other grounds for removal from participation

Pursuant to Art. 107 of the PPA further to the grounds under Art. 54 and 55 of PPA, the client shall remove from the procedure:

9.12.3.1. a participant not meeting the selection criteria set or who fails to comply with any other term set out in the public procurement announcement or documentation;

9.12.3.2. a participant, who has submitted a proposal not meeting the pre-announced terms and conditions of the procurement;

9.12.3.3.a participant, who has failed to provide in due time the justification under Art. 72, para. 1 or whose proposal was not accepted pursuant to Art. 72, para. 3 - 5 PPA;

9.12.3.4.participants who are related persons pursuant to paragraph 2, p.45 of the additional provisions of PPA.

9.12.4. Grounds for removal related to requirements of the national legislation:

Client shall remove from the procedure a participant for whom the circumstances under Art. 3, p. 8 of the Law on the economic and financial relationships with companies registered in jurisdictions of preferential tax regime, their related persons and actual owners are present.

## **SECTION IV. SELECTION CRITERIA**

### **10. Technical and professional capacity. Experience.**

The participant shall have experience in order to fulfill the procurement, and during the last 3 (three) years, counting from the date of offerl submission, he should have completed at least one contract for execution of activities with subject matter and volume identical or similar\* to the subject of the procurement under point 7.

\* Activities similar to the ones of the current procurement shall mean the designing (development of a design) for a new construction and / or supply of a VRU using a technology with active carbon and /ADAB/ process and processing gasoline vapours from virgin naphta, from gasoline RON 92 and from gasoline RON 95.

The participant shall declare in the European Single Procurement Document (ESPD) in SECTION C: “Technical and Professional Capacity” in Part IV: “Selection Criteria” – information on the circumstances under p.10 about completed contracts with activities similar or identical to the subject matter of the procurement during the last three years, counting from the date of submission of the offer.

Document to prove the requirements under p.10, if the participant is selected as contractor, is a list of contracts for designing and supply of VRUs during the last three years, counting from the date of submission of the offer, similar or identical to the subject matter of the procurement, accompanied by certificates /references of good performance showing the date of commencement of the performance and the date of completion of the performance, location, type and volume, whether performed in accordance with the regulatory requirements and a contact phone number.

### **11. Technical and professional capacity. Personnel.**

The participant shall have personnel with a specific professional competence for the execution of the procurement, more precisely people having full designer capacity (FDC) and registered,

pursuant to the requirements of the Law on the Chambers of Architects and Designers in Investment Designing (LCADID), in the register of the Chamber of Designers in Investment Designing (CDID).

The participant shall have at least 1 /one/ person having FDC for Electrical, Technological and Constructive part individually, registered according to the requirements of LCADID in the CDID register.

The participant shall declare in the European Single Procurement Document (ESPD) in SECTION C: “Technical and professional capacities” in Part IV: Selection Criteria – information on the circumstances under p.11. The information related to this selection criterion shall be presented in the following way: Specify the persons, their FDC for the respective part and the number of the FDC certificate under which said person is registered in the CDID register.

To evidence the circumstances stated in the ESPD, a list of the personnel who will fulfill the procurement shall be presented, which indicates their FDC and the number of the FDC certificate under which said person is registered in the CDID register. If the participant is a foreign person, equivalent documents and/or similar registers shall be presented according to the legislation of its resident country. The evidences of the circumstances stated in the ESPD shall be presented pursuant to and in the order of Art. 67, para. 5 and 6 of PPA.

## **12. Standards**

The participant shall have a certificate and shall apply a quality management system according to EN ISO 9001:2008 and EN ISO 9001:2015 standards or equivalent, with a scope /field of business/ relevant to the subject of the procurement.

The participant shall declare in the European Single Procurement Document (ESPD) in SECTION E: “Standards ensuring quality and standards of environmental management ” in Part IV: Selection Criteria – information on the circumstances under p.12. It is mandatory to specify the number of the certificate, issued by, validity period and scope/field of business.

The document to prove the requirement under p.12 with, should the participant be selected as contractor, is a certificate evidencing the compliance of said participant with a quality management system of EN ISO 9001:2008 or EN ISO 9001:2015 standard or equivalent, with a scope /field of business/ relevant to the subject of the procurement.

The specified document evidencing compliance with the criterion under p.12 in the European Single Procurement Document (ESPD) shall be issued by an independent person, accredited under the relevant European standards series by the Executive Agency “Bulgarian Accreditation Service” or any other national accreditation authority, which is a party under the Multipartite Agreement of

mutual recognition of the European Accreditation Organization for the relevant field or shall meet the requirements for recognition under Art. 5a, para.2 of the Law on the national accreditation of conformity assessment bodies. No document shall be presented in case the person has provided details about free public registers containing information about said circumstances.

*Client will accept equivalent certificates issued by bodies established in other member-countries, as well as other proofs for equivalent measures ensuring quality.*

### **13. Using the Capacity of Third Persons.**

13.1 The participants may refer to the capacity of third persons, notwithstanding of the legal connection between them in relation to the criteria, related to the technical possibilities and the professional competence.

13.2 In relation to the criteria, related to the professional competence, the participants may refer to the capacity of third persons, only if the persons, with whose education, qualification or experience fulfillment of the requirements of client is proved, will participate in the execution of the part of the procurement for which this capacity is needed.

13.3 Where the participant refers to the capacity of third persons, he must prove that he will have their resources by **presenting documents for the obligations undertaken by the third persons**. The third persons must meet the relevant selection criteria for the proof of which the participant refers to their capacity and the grounds for removal from the procedure shall not be present for them.

13.4 The Client shall require from the participant to change the third person, indicated by him, if he fails to meet some of the conditions under p.13.4.

13.5 Where a participant in the procedure is a partnership of natural and/or legal persons, he may prove the fulfillment of the selection criteria with the capacity of third persons while observing the conditions under p.13.2 – 13.4.

### **14. Participation of partnerships**

In case of participation of partnerships, which are not legal persons, the compliance with the selection criteria shall be proved by the partnership-participant, but not by each of the persons, included in it, with the exception of the relevant registration, production of a certificate or other condition, needed for fulfillment of the procurement, under the requirements of a normative or administrative act and according to the distribution of the participation of the persons in fulfillment of the activities, envisaged by the contract for establishment of the partnership.

*Note: The Commission appointed to make the selection, to review and assess the offers may carry out verifications of the data declared by the participants, including also requesting the participants submit explanations or additional proofs with regard to the requirements set out in the Selection Criteria.*

## **SECTION V. OFFER**

### **15. Preparation of the offer**

15.1 While drawing up the offer each participant shall have received all instructions and terms for participation, set out in the current documentation and shall strictly stick to the terms and conditions announced by the Client.

15.2 While drawing up the offer each participant shall strictly follow the terms and templates announced by the Client.

15.3 The responsibility for the correct study of the documentation shall be borne by the participants only.

15.4 By the time the term for submission of the offers expires, each participant may change, supplement or withdraw his offer.

15.5 Each participant in a procedure for awarding a public procurement shall have the right to submit only one offer.

15.6 By submitting the offer the participant undertakes to fully accept all requirements and terms set out in this documentation, in line with the PPA and RAPPА.

15.7 If a participant sets any requirements which are not in compliance with the ones set out in the documentation, this will lead to removal of said participant from participation in the procedure.

15.8 The offer and all attachments to its shall be submitted in Bulgarian language and in original.

15.9 For all documents in the offer which are not in Bulgarian their translation shall be also submitted with the signature and the name of the translator.

15.10 Registration documents of foreign participants, contracts for establishment of partnerships/consortium or powers of attorney, which are in a language other than Bulgarian, shall be submitted with a legalized translation. The contracts for establishment of partnerships/consortium and the powers of attorney, to be submitted by the participants, shall be notarized upon their drawing-up.

15.11 In cases where the Client requires a notary certification of a certain document this is expressly indicated at the relevant place herein.

15.12 The copies of the documents shall be presented bearing the statement “True to original”, signature and decoding the name of the person having the representative powers or of the specifically authorized person (and the relevant power of attorney shall also be attached).

15.13 All declarations and templates, according to the current documentation shall be presented in original, signed by the respective person in charge.

15.14 No interlining, deletions or corrections are allowed on the documents in the offer.

15.15 All pages of the offer shall be numbered sequentially and signed by the participant.

15.16 The documents of the offer shall be arranged according to the list in **TEMPLATE №1**.

## **16. Contents of the offer**

16.1 List of the contents as per **TEMPLATE №1**;

16.2 European single procurement document (ESPD) – **TEMPLATE №2**;

The participant shall declare the lack of any grounds for removal and compliance with the selection criteria by submitting the European single procurement document (ESPD).

*Note: When the requirements under Art. 54, para. 1, p. 1, 2 and 7 of the PPA relate to more than one person, all the persons shall sign one and the same ESPD. In cases where personal data protection is required or if there is a difference in the circumstances related to personal status, the information related to the requirements under Art. 54, para. 1, p. 1, 2 and 7 of the PPA shall be filled out in a separate ESPD for each person or for some of the persons. Under the last hypothesis – when more than one ESPD is submitted, the circumstances related to the selection criteria are contained in the ESPD, signed by a person authorized to represent individually the relevant business entity.*

*Where the Participant has stated that it will use the capacity of third persons to prove compliance with the selection criteria or that it will use subcontractors, a separate ESPD shall be submitted for each of said persons.*

*A separate ESPD shall be submitted for each of the participants in a partnership, which is not a legal entity, for each subcontractor and for each person whose resources will be involved in the fulfillment of the procurement;*

*On the grounds of Art.67, para.5 of PPA, for evidencing the personal status, each of the applicants, and when an ESPD by each of the members of the partnership, which is not a legal entity, is attached, by each subcontractor and by each person whose resources will be involved in the fulfillment of the procurement; a document shall be attached, evidencing the details about its registration, form of management and representation, and if said document is in a language other*

*than Bulgarian, a translation shall be also submitted. No document shall be submitted if the person has provided details of free public registers containing the information on said circumstances.*

The ESPD shall be presented in an electronic version, recorded on the appropriate optical medium, in .xml and .pdf format. Another option for presenting it is via electronic access provided to the filled out and electronically signed ESPD. In such case, the document shall have the so called time stamp certifying that the ESPD was signed and uploaded at the web address to which it is transmitted, before the final deadline for receipt of applications/offers.

ESPD in .pdf format shall be signed with e-signature by the authorized person.

You may find the European ESPD electronic service to fill out the ESPD at <https://ec.europa.eu/tools/espd>

16.3 Documents to prove the undertaken measures for reliability, when applicable;

16.4 Where the participant is a partnership, which is not a legal entity, a copy of a document (the articles of association, agreement and/or other applicable document) shall be presented, evidencing the legal grounds of the partnership establishing pursuant to Art. 37, para. 4 RAPPА, as well as the following information related to the specific public procurement :

- Rights and obligations of the partnership members;
- Distribution of the liability among the partnership members;
- The activities to be carried out by each partnership member.

The document of partnership establishment shall specify a partner who shall represent the partnership for the purpose of the public procurement.

16.5 In the event of participant-partnership, where the contract does not specify the person who represents the partnership members, an express notarized power of attorney shall be presented by all partnership members, in which they authorize the person who will represent them.

16.6 Authorizing document with notary certification of the signature, in cases where the person submitting the offer is not the statutory representative of the participant;

16.7 Technical proposal, comprising:

16.7.1 A proposal for execution of the order in accordance with the technical specifications and the requirements of Client, drawn up as per **TEMPLATE № 3**, including a detailed description of the execution of the order, a proposal for the warranty period of the delivered Goods. In their proposal for execution, the participants shall prove that the suggested scheduling is realistic for implementation of the stages of designing and delivery of the Goods within the estimated final date.



A list of referents with their addresses and phone numbers, for which units with similar parameters have been completed, shall be attached to the offer.

16.7.2 Declaration on the possibility to ensure qualified team for the execution of the services at the site.

16.7.3 The proposal for execution of the offer shall include a declaration by the Contractor that during the implementation of the Technical proposal, the requirements of Client's Technical Specifications will be met.

16.7.4 Declaration of agreement with the provisions of the draft contract attached hereto in the form of Attachment № 3 - **TEMPLATE № 4**.

16.7.5 Declaration on the validity period of the offer - **TEMPLATE № 5**.

16.7.6 Declaration that the obligations related to taxes and social insurances, environment protection, protection of employment and work conditions have been kept while drawing up the offer - **TEMPLATE № 6**.

16.7.7 Declaration under Art. 101, para. 11, in relation to Art. 107, p. 4 PPA on the lack of relatedness with any other participant **TEMPLATE № 7**.

16.7.8 Declaration of confidentiality under 102, para. 1 PPA - **TEMPLATE № 8**.

16.8 Price proposal - **TEMPLATE № 9**.

In case of discrepancy between the price in figures and in words, the price in words shall be considered.

The contractual price shall cover all costs related to execution of the procurement in good quality, in the described type and scope.

The Contractor shall present fixed price for the volume of works, in accordance with the requirements of the Technical Specifications, along with a Price Breakdown per activities as follows:

16.8.1 Designing/Engineering:

16.8.1.1 Concept Design;

16.8.1.2 Detail Design, translation and authorization included;

16.8.2 Supply of equipment and materials for the initial loading and start-up: catalysts / adsorbents, chemicals and additives, if applicable – within the scope of the project;

16.8.3 Installation supervision;

16.8.3.1 Training of the personnel at site;

16.8.4 Start-up, pre-commissioning and proof of warranties;

16.8.5 License price (if any), and the terms and conditions of use.



- The Contractor shall consider the costs related to the application of the Double Taxation Avoidance Agreement (DTAA) for the services related to the detail designing, training, management and technical assistance;
- The Contractor shall also include in the price all expenses (flight tickets, hotel costs, food, daily expenses, visas, etc.) related to organization of meetings (kick-off one and coordinating ones for discussing the progress of the engineering stages and the project in general) at the site of Contractor. Trips to the site of “LUKOIL Neftohim Burgas” AD for approval of design solutions and collection of the source data needed for designing shall be at the expense of the seconded party (the Contractor).

## **17. Submission of offer**

17.1 According to Art. 47, para. 1 RAPPА the documents related to the participation in the procedure shall be presented by the participant or his authorized representative, in person or via post or any other courier registered mail with confirmation of receipt, at the address stated by the client – at the Registry Office of “LUKOIL Neftohim Burgas” AD, p.c. 8104, town of Burgas, Bulgaria, working hours from 8:30 to 12:00 and from 12:30 to 17:00.

17.2 The documents related to the participation in the procedure shall be presented by the participant in a sealed non-transparent packing, on which the following shall be indicated:

- name of participant, including the partnership members, if applicable;
- correspondence address, phone number and if possible – fax and e-mail address;
- title of the procurement

In the bottom left corner of the packing, put down in writing:

“LUKOIL Neftohim Burgas” AD,  
p.c. 8104, Burgas, Bulgaria

No other symbols or company seals and signs shall be shown on the envelope.

17.3 The packing under p.17.2 shall include the documents under p. 16: list of the submitted documents, the documents under p.16.2 through 16.7, as well as a separate sealed non-transparent envelope marked “**Price parameters offered**”, comprising the price proposal under p. 16.8.

17.4 Offer submitted or received by post mail after expiry of the final time for receipt or in unsealed, transparent or torn packing will not be accepted.

17.5 If at the time of expiry of the final time for receipt of offers, at the location appointed for submission of offers, there are still persons waiting for that, they will be listed in a list to be signed

by a representative of the Registry Office and the persons present. The offers of the persons from the list will be filed in the register and no offers of persons not listed in the list shall be accepted.

**18. Costs for participation in the procedure**

The costs for the drawing up of the offers shall be at the expense of the participants in the procedure. The participants shall have no claims related to the costs incurred by them.

The costs related to the work of the Commission shall be at the expense of the Client.

**SECTION VI. EXAMINATION OF THE OFFERS**

**19. Opening and examination of the offers.**

After expiry of the period for receipt of offers, the Client shall appoint a Commission to carry out the selection of applicants and participants, to examine and assess the offers (the Commission). The offers shall be opened on the day announced in the announcement. In the event of changed date and time of opening of the offers, the participants shall be notified via the buyer's profile at least 48 hours prior to the newly appointed time.

The Client shall determine a term for completion of the work of the Commission, which shall not be longer than the validity period of the offers.

The public session of the Commission may be attended by the participants in the procedure or their authorized representatives, as well as representatives of the media, while keeping the access regime of the refinery where the session is held. The Commission shall open the received offers in the order of their entry, by announcing their contents and will check if there is a non-transparent envelope marked "Price parameters offered". At least three of the Commission members shall sign the technical proposal and the envelope marked "Price parameters offered". The Commission proposes one representative of the participants to sign the technical proposal and the envelope marked "Price parameters offered" of the other participants and with this the public part of the session ends.

The Commission examines the documents under Art. 39, para. 2 of RAPPА for compliance with the requirements for personal status of the participants and with the selection criteria, and a protocol is drawn up for this. If any deficiency, incompleteness or discrepancy of the information is found, including inadequacy of documents or incompliance with the requirements for personal status of the participants or with the selection criteria, the Commission shall state them in the protocol and shall send it to the participants on the day it is published to the buyer's profile. Within 5 /five/ working days from the receipt of the protocol, the participants about whom non-compliance or lack of information was found, may submit a new ESPD and/or other documents comprising the changed and/or supplemented information /the additionally provided information may also comprise facts

circumstances that have occurred after the final term for receipt of offers /. If any lack or non-compliance with the requirements to subcontractors is found, then the participant may provide additional information about the subcontractor in the order as set out above. It is also allowed to replace the subcontractor, if it is found that the initially appointed person does not meet the requirements of the Client and this will not lead to a change in the technical proposal.

After expiry of the 5 /five/ working day-period, the Commission shall meet and examine the submitted documents concerning the compliance of the participants with the requirements for personal status and with the selection criteria. The technical proposals of participants who do not meet the requirements for personal status or the selection criteria will not be examined. The Commission shall examine the admitted offers and shall check their compliance with the requirements of the Client. The Commission may at any stage of the procedure check the data stated by the participants and/or request explanations about the data provided by the participants, without applying the possibility to change the technical and price proposal of the participants. While carrying out above actions, the Commission shall notify the client, when in the course of its work reasonable doubts are raised for agreements, decisions or coordinated practices between the participants in the meaning of Art. 15 of the Protection of Competition Act.

The Commission shall announce the opening of the price proposals latest three days prior the opening by publishing an announcement at the buyer's profile indicating the date, time and place of the opening. The participants, their authorized representatives or representatives of the media may be present at the opening of the price proposals. The Commission shall open the price proposals of the admitted participants only. Upon opening the price proposals the Commission shall announce them. Where a price proposal in the offer of a participant is by more than 20 per cent more favorable than the average value of the proposals of the other participants for the same evaluation indicator, the client shall request a written detailed justification about the way it was formed, which shall be presented within 5 days from the receipt of the request. The justification may refer to:

1. the economic specifics of the production process or of the provided services;
2. the chosen technical solutions or presence of extremely favorable conditions for the participant for provision of products or services;
3. originality of the solution offered by the participant in relation to supplies or services;
4. observation of the obligations under Art. 115 of PPA;
5. the possibility for the participant to receive state aid.

The Commission shall evaluate the received justification in terms of the objectivity of the circumstances under Art. 72, para. 2 of PPA, and the justification may not be accepted only where the presented evidences are not sufficient to justify the offered price.

Furthermore, an offer shall not be accepted where it is found that:

1. the price and costs proposed in it are by more than 20 per cent more favorable than the average values of the relevant proposals in the other offers, because norms and rules have not been observed, related to environment protection, social and labour law, applicable collective agreements and/or provisions of the international ecological, social and labour law, which are listed in Attachment № 10 of PPA.
2. the price and costs proposed in it are by more than 20 per cent more favorable than the average values of the relevant proposals in the other offers, because of state aid received, where the participant cannot prove in the envisaged term that the aid is compatible with the internal market in the meaning of Art. 107 of the Treaty on the Functioning of the EU (TFEU). In such case the Client shall notify the European Commission.

The Commission shall propose removal from participation in the procedure for a participant who:

- fails to meet the requirements under Art.54, para.1, of the PPA and Art.55, para.1, p.1 and p.3-5 of PPA.
- fails to meet the set selection criteria or fails to fulfill other condition, indicated in the notice for public procurement, the invitation for confirmation of interest or in an invitation for participation in negotiations, or in the documentation;
- has submitted an offer, which does not meet:
  - the preliminary announced terms and conditions of the procurement;
  - rules and requirements, related to observation of the environment, the social and labour law, applicable joint agreements and/or provision of the international ecological, social and labour law, listed in Attachment № 10 of the Public Procurement Act;
- fails to provide on time the justification requested under Art. 72, para. 1 of the PPA or whose offer has not been accepted under Art. 72, para. 3 – 5 of PPA;
- participants, who are related persons, pursuant to paragraph 2, p.45 of the additional provisions of PPA.

The Commission shall rank the participants by the degree of compliance of the offers with the terms and conditions preliminary announced by the Client, and if needed the provisions of Art. 58, para. 1 of PPA shall be applied.

**20. The criterion for evaluation of the proposals is „the lowest price“.**

The criterion for evaluation of the offers, pursuant to Art. 70, para. 2, p. 1 PPA – economically most advantageous offer, at a criterion for awarding **lowest price offered**

**The participant whose offer meets the requirements set by the client and who has offered the lowest price, exclusive of VAT, will be ranked first.**

## **SECTION VII. ANNOUNCEMENT OF THE RESULTS**

The Commission shall draw up a report about its operation comprising the contents set out in Art. 60 of RAPPА. All documents drawn up in the course of the procedure shall also be attached to that report. The report shall be signed by all members of the Commission and shall be delivered to the Client along with the entire documentation. Within ten days after receipt of the report, the Client shall acknowledge it or shall return it along with instructions. Within ten days after acknowledgement of the report, the Client shall issue a decision appointing a contractor or terminating the procedure.

## **SECTION VIII. TERMINATION OF THE PROCEDURE**

The Client shall terminate the procedure for awarding the public procurement with a grounded decision, where:

1. no offer has been submitted;
2. all the offers do not meet the requirements for submission, including for its form, manner and term, or are inappropriate;
4. the first and second ranked participants refuse to sign a contract;
5. violations have been found in its opening and conducting, which cannot be removed, without this changing the conditions, in which the procedure is announced;
6. as a result of failure to fulfill some of the conditions under Art. 112, para. 1 of the PPA no public procurement contract shall be signed;
7. all the offers, which meet the preliminary announced conditions by the Client, exceed the financial resource, which he may provide;
8. the need for conducting the procedure or for awarding the contract falls as a result of a significant change in the circumstances or in impossibility to be provided financing for fulfillment of the procurement due to reasons which the client could not foresee;
9. substantial changes are needed in the conditions of the announced procurement, which would change the circle of the interested persons.

The Client may terminate the procedure with a grounded decision, where:

1. only one offer, participation application or competition project has been submitted;
2. there is only one appropriate participation application or one suitable offer;
3. the participant ranked first:
  - a) refuses to sign a contract;
  - b) fails to fulfill some of the conditions under Art. 112, para. 1 of PPA, or
  - c) fails to prove that there are no grounds for removal from the procedure.

## **SECTION XI. PUBLIC PROCUREMENT CONTRACT.**

### **21. Signing a Contract**

The Client shall sign with the selected contractor a written public procurement contract, provided that the provisions of Art. 112, para.1 PPA are fulfilled. The Client shall sign the contract within one month term after the decision for selection of a contractor has been enforced or of the determination, which admits preliminary fulfillment of this decision, but not before expiry of 14-day term from the notification of the interested participants about the decision for selection of a contractor. The Client may sign a contract before the expiry of the 14-day term pursuant to the provisions of Art. 112, para. 7 and para. 8 of the Public Procurement Act.

In case the participant selected to be contractor refuses to sign a contract or fails to meet the requirements under Art. 112, para. 1 of the Public Procurement Act, the Client may amend the decision in its part appointing the contractor and by a grounded decision may appoint the participant ranked second as contractor and upon fulfillment of the requirements under Art.112, para.1 the Client may sign a contract with him. In case of refusal by the participant ranked second – the Client shall terminate the procedure with a grounded decision.

The public procurement contract shall correspond to the draft contract in the public procurement documentation, supplemented by all proposals from the offer of the participant selected for contractor. Amendments to the public procurement contract are allowed as an exception on the grounds set out in Art. 116 of the Public Procurement Act.

Unlimited public procurement contracts which term will be automatically renewed shall not be signed.

The public procurement contract shall not be signed with a participant selected for contractor, where he:

1. refuses to sign a contract;
2. fails to meet any of the provisions under Art. 112, para. 1 of the Public Procurement Act, or
3. fails to prove that there are no grounds for removal from the procedure.

The provisions of Art. 115, Art. 118, Art. 119 and Art. 120 of the Public Procurement Act shall apply in terms of the validity, fulfillment and termination of the public procurement contract .

**22. Contract Performance Guarantee**– terms and conditions and amount:

22.1 The participant appointed for contractor of the public procurement shall submit upon the signing of the contract, a guarantee for its fulfillment for the amount of 5% (five per cent) of the contract value, exclusive of VAT. For avoidance of doubt, the basis for calculating the guarantee shall be the contract value exclusive of VAT, where the amount of guarantee is also exclusive of VAT.

22.2 The performance guarantee shall be provided in one of the following forms:

22.2.1. amount of money;

22.2.2. bank guarantee;

22.2.3. insurance, which ensures the fulfillment by covering the liability of the contractor.

22.3 The guaranty under p. 22.2.1 or 22.2.2 may be provided on behalf of the contractor for the account of a third person – guarantor.

22.4 The participant, selected for contractor shall choose at his discretion the form of the performance guarantee.

22.5 Where the selected contractor is a partnership, which is not a legal entity, each of its members may be the ordering party under the bank guarantee, respectively the depositor of the guarantee amount or holder of the insurance.

22.6 The conditions and terms for opening, retention or release of the performance guarantee are set out in the Public Procurement Contract between the Client and the Contractor.

**23. Conditions for site visit (Company security requirements)**

In relation to the preparation of his proposal, each participant in the procedure may check and analyze the provided data, visit and inspect the site and get the necessary information, as well as to make additional measurements, calculations and studies with the objective of clarifying the tasks, needed for the final completion of the project.

Visits to the construction sites shall be organized by the Client.

In case of visits to:

- the public procurement site – “Rosenets” PT;
  - the territory of the refinery, related to the public procurement procedure;
- the internal company security rules shall be observed.

Visits are allowed on business days only (from 08:00 to 16:00), after the relevant entry permit is issued, by strict observation of the requirements of the access regime.

An entry permit shall be prepared after the receipt of a written application by e-mail or fax, minimum by 14,00 o'clock on the day prior to the date of the visit, indicating the full name of the person to visit the site and the company he/she represents. The persons visiting the site shall have their ID document with them.

**Contact person for visits to “Rosenets” PT:**

Kiril Zhelezov – Mechanical Engineer “Rosenets” PT: tel.: (+359) 5511 2100; fax: (+359) 05511 5555; email: [Zhelezov.Kiril.K@neftochim.bg](mailto:Zhelezov.Kiril.K@neftochim.bg).

**Contact persons for issues related to arrangement of visits to open sessions of the Commission for examination and evaluation of the offers, held at “LUKOIL Neftohim Burgas” AD.**

Milena Kehayova – Senior Expert Capital Construction, tel.: (+359) 5511 3692; fax: (+359) 05511 5555; email: [Kehayova.Milena.B@neftochim.bg](mailto:Kehayova.Milena.B@neftochim.bg).