



MINISTRY OF FINANCE
PUBLIC PROCUREMENT AGENCY

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**TERMS OF USE
OF THE CENTRALISED AUTOMATED INFORMATION SYSTEM
'ELECTRONIC PUBLIC PROCUREMENT'**

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Section I. Definitions and abbreviations

Administrator for an organisation - A user holding the rights to change the profile of the organisation, to add and manage employees of the organisation

PPA - Public Procurement Agency

QTSP – Qualified trust service provider

ESPD - European single procurement document

UIC - Unified identification code under the BULSTAT Register Act and/or under the Trade Register and the Register of Non-Profit Legal Entities Act

Malevolent acts - action or inaction violating the Internet ethics or causing damages to persons, including those connected to the Internet or associated networks, sending spam (unsolicited commercial messages, UCE, gaining access to resources with someone else's rights and credentials, using system defects for personal gain, hacking or deleting information, denial of service attack (DoS), damage or destruction of systems or data sets (crack), sending a Trojan horse or causing the installation of viruses or remote control systems, as well as any malicious network traffic, any attempt to destroy, disclose, alter, prohibit, steal or gain unauthorized access to and/or unauthorized use of an information asset, disrupting the normal operation of other users of Internet and associated networks, performing any actions that may be classified as a crime or administrative offence under Bulgarian law or other applicable law

PPA - Public Procurement Act

QES - Qualified electronic signature within the meaning of Article 3(12) of Regulation (EU) 910/2014

QCQES - Qualified certificate of a qualified electronic signature

User – an individual registered in CAIS EPP

Section - A separate part of CAIS EPP related to a specific functionality

Employee of an organisation - A user who has the opportunity to perform a certain activity in the process of awarding public contracts in accordance with the rights and roles assigned to him/her
Force majeure circumstances - unforeseen extraordinary circumstance which render the platform services/functionality objectively impossible. The actions and the responsible persons in case of occurrence of such circumstances are governed by the Rules implementing the Public Procurement Act and the Action Plan in case of unplanned interruption of CAIS EPP.

CAIS EPP - Centralised Automated Information System ‘Electronic public procurement’, in short referred to as “the platform” or “the system”

SSL - Secure Sockets Layer certificate is a security technology, a cryptographic protocol that encrypts the server-user connection, making it confidential

Section II. Subject

1. These Terms of Use govern the use of the Centralised Automated Information System ‘Electronic Public Procurement’ and the relations that arise between the Public Procurement Agency, as a platform administrator, and platform users.

Section III. Characteristics, technical parameters and functionalities of the platform

2. CAIS EPP is a centralised electronic platform for public procurement, which covers the process of public procurement management, as well as all types of procedures, specific techniques and procurement tools eligible under European Union (EU) Directives and the national public procurement legislation.
3. CAIS EPP is maintained and managed by the PPA. The system can be accessed at www.eop.bg.
4. The platform supports at least the following functionalities:
 - 4.1. Preparation and publication of decisions, notices, calls for proposals, tender documentation and other procurement documents;
 - 4.2. Requests and provision of clarifications;
 - 4.3. Preparation and sending of invitations;
 - 4.4. Preparation and submission of requests for participation, tenders and competitions for projects;
 - 4.5. Selection of candidates and tenderers and evaluation of tenders;
 - 4.6. Signing a contract;
 - 4.7. Preparation and submission of requests under contracts;
 - 4.8. Submission and receipt of electronic invoices;
 - 4.9. Exchange of information and documents in connection with the handling of requests for participation, tenders and competition projects;
 - 4.10. Drafting and submission of electronic complaints;
 - 4.11. Procurement planning activities.

5. The platform uses QCQES to identify persons, businesses and clients in CAIS EPP, as well as for the signing of electronic content therein.
6. To enable electronic identification and the seamless operation of the e-signing system, the following technical requirements apply:
 - 6.1. QCQES must be issued by a QTSP included in the EU trusted lists: <https://esignature.ec.europa.eu/efda/tl-browser>;
 - 6.2. QCQES must be a qualified certificate for electronic signature;
 - 6.3. QCQES must be located on a secure device (smart card/SSCD);
 - 6.4. The signing component must support the interface to the smart card Windows CSP and/or PKCS#11 minimum version 2.2.
 - 6.5. QCQES must include the following information:
 - 6.5.1. SerialNumber element - unique identifier of the holder;
 - 6.5.2. KeyUsage flag: Digital Signature, Non-Repudiation - required for electronic signing;
 - 6.5.3. Extended KeyUsage flag: Client Authentication - required for authentication purposes.
 - 6.6. The user must have:
 - 6.6.1. properly installed software for the operation of QCQES on the workstation, as per the requirements of the relevant QTSP;
 - 6.6.2. configured the operating system and internet browser to work with QCQES as required by the relevant QTSP;
 - 6.6.3. installed the basic authentication chain of QTSP;
 - 6.6.4. installed an up-to-date version of Java JRE version 8 from <https://java.com>;
 - 6.6.5. QCQES attached to the user profile and the profile of an employee of the respective organisation.
7. To use CAIS EPP, it is necessary to install consecutively basic certificates of StampIt - StampIT Primary Root CA and StampIT Qualified CA.
8. CAIS EPP requires the application of QES when performing at least the following actions:
 - 8.1. Registration of a contracting authority/economic operator/individual;
 - 8.2. Signing of ESPD;
 - 8.3. Signing all decisions of the contracting authority in the course of the procurement procedure;
 - 8.4. Submission of a tender;
 - 8.5. Withdrawal of a tender.

9. CAIS EPP certifies the timing of performing certain actions of legal consequences via a qualified time stamp. The astronomical time of occurrence of facts of legal or technical significance will be recorded to the nearest year, date, hour, minute and second, and in accordance with the date and time standard of the International Organisation for Standardization, for the time zone of the contracting authority. A qualified time stamp certifies the date and time of:
 - 9.1. submission and publication of decisions, notices, calls and invitations;
 - 9.2. filing of requests, tenders and projects;
 - 9.3. sending messages, incl. for serving the decisions under Article 22(1)(3)-(8), (10) and (11) of the Public Procurement Act;
 - 9.4. upload of documents in the buyer profile;
 - 9.5. decryption of requests for participation and tenders of candidates/tenderers and the Evaluation Committee.

Section IV. General terms and conditions for use of CAIS EPP Registration in CAIS EPP

10. CAIS EPP allows for registration of a contracting authority, an economic operator with UIC (incl. an individual with a UIC) or an individual with a personal ID number.
11. Any action relevant to the procurement platform is carried out by registered users.
12. The registration of contracting authorities and economic operators is carried out by a duly authorized person within the respective organisation, with a qualified electronic signature, which meets the requirements set out in item 6. The registration creates a profile for the organisation in the platform and the person who registers it acquires the status of an administrator for the organisation.
13. The full process of user registration and assignment of roles is governed by the Guide for the contracting authority and the Guide for economic operators - candidates and tenderers in public procurement.
14. The Guide for the contracting authorities contains instructions for work with CAIS EPP for users of the contracting authorities.
15. The Guide for economic operators - candidates and tenderers in public procurement contains instructions for work with CAIS EPP for users from

businesses, in their capacity as candidates and/or tenderers in the procurement procedures.

Rights and obligations of the platform administrator

16. The platform administrator is entitled:
 - 16.1. To make changes to the platform in order to improve and maintain services provided through it;
 - 16.2. To develop and approve sample documents and the terms and conditions to use the platform;
 - 16.3. To monitor public procurement by summarizing and analyzing the information in the platform;
 - 16.4. To terminate the registration of users who do not comply with the requirements of these Terms of Use.
17. The platform administrator is obliged to maintain the operability and manage the platform by performing the required technical steps to provide:
 - 17.1. access to the platform to all users, in view of their rights and roles;
 - 17.2. the interoperability of the platform with market products of information technologies, described in the Guide for the contracting authority and the Guide for the economic operators - candidates and tenderers in public procurement procedures.
 - 17.3. the security of the data in the system;
 - 17.4. access to the platform over a secure connection (https), whose authenticity is ensured by the server certificate, issued by the certification service provider;
 - 17.5. an option to attach in the platform files of up to 2 GB in size;
 - 17.6. support the following file formats on the platform: .txt, .rtf, .doc, .docx, .xls, .xlsx, .ppt, .pptx, .pdf, .bmp, .jpg, .jpeg, .webp, .gif, .png, .zip, .avi, .gww, .xml, .rsu, .dwg, .rar, .eps, .mpp, .mht, .mhtml, .bak, .tif, .odt, .ods, .odg, .odp, .odf, .rsx, .kml, .zsu, .nsu, .nsx, .zsx, .stp, .bst, .xlsm, .ldt, .dlx, .dxf, .csv, .psd, .7z, .msg, .nmx, .met, .p7s, .p7m, .cer, .crt;
 - 17.7. public access to electronic documents in the contract dossier, according to the requirements of the Public Procurement Act and its implementing rules;
 - 17.8. submission for publication in the Official Journal of the European Union of validly completed notices for which the platform has been certified by the Publications Office of the European Union.
18. The provision of access to the platform functionality and resources does not involve the obligation for the PPA to provide a computer or other extra equipment and connectivity needed to access the platform.

Rights, obligations and responsibility of platform users

19. By registering on the platform, the user agrees with these Terms of Use of CAIS EPP and undertakes to respect them.
20. The user is entitled:
 - 20.1. To use the functionalities of the system, while complying with the requirements set out in the regulatory basis;
 - 20.2. To use an electronic subscription for periodic receipt of information about the announced public procurements.
21. The user has the following obligations:
 - 21.1. To ensure workstations to use the platform meeting the requirements set out in the Guide for the contracting authority and the Guide for economic operators - candidates and tenderers in public procurement;
 - 21.2. To have access to the Internet;
 - 21.3. Upon registration, to provide reliable identifying information, in accordance with the requirements of these Terms of Use;
 - 21.4. To have a valid QES, whereby to meet the technical requirements set out in these Terms of Use and to ensure proper installation and operation of the signature;
 - 21.5. To keep track of messages received and documents in its account.
22. The user agrees to receive messages and notifications, provided as part of the platform functionalities.
23. The platform user is responsible for:
 - 23.1. the information he/she enters into the system, such as the file format, content and size;
 - 23.2. the content of the submitted applications, tenders and projects, messages and documents sent via the platform;
 - 23.3. the storage and timely application of the encryption key for the respective tender/request/project;
 - 23.4. the legal application of functional capabilities of the platform.
24. The contracting authorities and the economic operators are responsible for the accurate, up-to-date and complete presentation of the information entered by them in the platform, as well as for the observance of the terms set out in the Public Procurement Act.
25. When using the functionality "Online", the user is obliged not to publish content and/or pictures with obscene content, defamatory for third parties and materials with no copyright nor authorized for use by the respective copyright

holders. In case the user uploads in the platform personal data and/or content owned by third parties, he/she confirms that he/she has received the explicit consent of the person to publish and indicate in the notice the data and content.

Liability for non-compliance with the Terms of Use

26. Users agree not to perform malevolent acts when using the platform functionalities.
27. In case a user has been found to perform malevolent acts, the platform administrator has the right to immediately block this user's access to the platform.
28. In the cases referred to in the previous item, the platform administrator notifies the user by email about the reasons for blocking the access to the platform.

Interruption in the work of CAIS EPP. Force majeure circumstances

29. In case of problems related to the platform operation, the user should notify the platform administrator through the national telephone for contact with the Customer Service Centre of CAIS EPP - 0700 17 151 during the PPA working hours.
30. The PPA is not responsible if the user cannot access the platform due to problems beyond its control - random events, force majeure, and all circumstances that depend on the user.
31. Periodic updates in the system functionalities are performed on non-working days. Users are notified no later than 72 hours prior to the planned update via a notice on the PPA website - www2.aop.bg.

Intellectual property rights. Restrictions on use

32. The design, structure and content of CAIS EPP are subject to copyright and the PPA holds the exclusive right to use them. Improper use of the site or its content constitutes an infringement of copyright or other legal provisions.
33. Users are prohibited to reproduce, copy, duplicate, create similar entire items or parts of the platform www.eop.bg, regardless of the purpose.
34. Users must not carry out attacks against platform functionalities; they must not perform deliberate actions to cause traffic overload, to make attempts to gain unauthorized access to any part of the platform or to the relevant computer systems, servers or network supported by the administrator or persons he/she has authorized.
35. The tenderer retains the ownership over the tender submitted.

36. The user is obliged not to publish content that infringes or may infringe the rights of third parties to intellectual and industrial property, such as copyrights and trademarks.
37. The platform administrator is not obliged to monitor the presence or absence of copyright and other intellectual property rights when transmitting content via CAIS EPP.
38. All actions and inaction in the platform of persons authorized by the contracting authorities and economic operators, which create rights and obligations or directly affect the rights or legitimate interests of others, are considered to have been performed by the contracting authority or the economic operator.
39. The platform administrator is not responsible for actions performed by persons unauthorized by the contracting authorities and economic operators.

Section V. Personal data protection

40. The PPA is a personal data administrator in accordance with Article 4(7) of Regulation (EU) 2016/679 (General Data Protection Regulation (GDPR)).
41. As a platform administrator, the PPA collects, processes and provides personal data in and through the platform only in connection with the award of public contracts and in accordance with the requirements of EU and national law. The data collected may not be used for purposes other than the award of public contracts, except where permitted by law.
42. In order to keep the confidentiality of the information exchanged, the connection between the server and the client's browser must be SSL-encrypted.
43. (1) In accordance with the Personal Data Protection Act and the General Data Protection Regulation (GDPR), the platform administrator ensures personal information protection.

(2) Before each attachment of documents to the platform, the user declares that the documents attached by him will not provide public access to protected information - such as: personal data protected by Regulation (EU) 2016/679 of the European Parliament and of the Council, information related to intellectual property rights, trade secret or other, information considered confidential within the meaning of the PPA and for the purposes of its application, as well as any other information protected by law.

44. The user gives consent for the data provided to be processed and stored by the Agency in accordance with the applicable national and EU rules in this area.

Final provisions

45. The Guide for the contracting authority and the Guide for economic operators - candidates and tenderers in public procurement are an integral part of these Terms of Use.

46. These Terms of Use of the Centralised Automated Information System 'Electronic Public Procurement' come into force from the date of their approval.

47. These rules of use update the Rules of Use of the Centralized Automated Information System "Electronic Public Procurement", approved by the Secretary General of the Public Procurement Agency on 21.05.2021 and the rules approved by the Executive Director of the Public Procurement Agency on 16.12.2019, replacing the General Terms and Conditions in force from 04.04.2019.

48. The PPA reserves the right to unilaterally change the Terms of Use of the platform at any time. The updated terms of use are published on CAIS EPP (www.eop.bg) on the day of their approval.