



ROAD INFRASTRUCTURE AGENCY

NATIONAL TOLL ADMINISTRATION

***DOMAIN STATEMENT ON THE
EUROPEAN ELECTRONIC TOLL
SERVICE AND ON PROVISION OF
ELECTRONIC TOLL COLLECTION
SERVICE***

GENERAL PROVISIONS

This document is issued pursuant to Art. 21, para. 3, item 22 of the Roads Act and Art. 19, para. 2 and 3 of the Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled, promulgated in SG No 104 of 2018, amended and supplemented in SG No 80 of 11.10.2019, in force as of 11.10.2019 (“The Ordinance”).

Pursuant to Art. 21, para. 3, item 22 of the Roads Act, the Road Infrastructure Agency, performing the functions of a Toll Charger and operating and managing the Electronic Toll Collection System pursuant to Art. 10, para. 1 of the Roads Act, shall prepare and maintain a toll domain statement and domain statement on the European Electronic Toll Service (EETS) and on provision of electronic toll collection service.

Pursuant to Art. 19, para. 2 of the Ordinance, the Agency shall prepare and update domain statement on EETS and on provision of electronic toll collection service, specifying the General Terms and Conditions for the EETS Providers and for the National Service Providers for electronic collection of road charges based on distance travelled (NSPs) for access to the toll domains and specifying the technologies that can be used and the financial conditions that NSPs and EETS Providers shall meet.

The document defines as follows:

- description of toll collection policy;
- requirements to the EETS Providers in terms of ensuring interoperability;
- issues subject to regulation in the contract between the toll charger and EETS providers, including a format in which data about the user of the paid road network shall be provided referring to the paid road sections used, deadlines and frequency of sending that data, its accuracy/reliability, the allowed percentage of unpaid or inaccurate road charges, the expected level of operational readiness;
- rights and obligations of the Parties, including terms and conditions for their implementation;
- the cost of the service, methods and terms for invoicing and payment;
- amount, terms and method of providing a bank guarantee as collateral for the performance of the obligations of the relevant EETS providers;
- consequences of contract termination by any of the parties;
- liability for non-performance of contract obligations;
- information that the Parties are obliged to submit to each other;
- terms and procedures for resolution of disputes between the Parties.

The purpose of the document is to provide ex-ante information on the EETS-related activity – description of the toll collection policy, commercial, financial, technical and operational conditions to be fulfilled for the provision of electronic toll collection service within an EETS domain.

The EETS domain statement has been prepared in accordance with the content requirements set out in Annex I to Commission Decision of 6 October 2009 establishing the European Electronic Toll Service and its technical elements (Decision 2009/750/EC).

Pursuant to Art. 27, para. 1 and Art. 30, para. 4 of the Ordinance, the Providers registered respectively in the National Register of EETS Providers of the Member State of their establishment or in the NSP Register, shall be entitled to conclude a contract with the Agency as a Toll Charger for provision of electronic toll collection service.

The conditions and requirements below shall apply to EETS Providers and NSPs.

The relationships between an EETS Provider, respectively an NSP and the Agency, shall be governed by the contract concluded between the Parties under the same publicly announced General Terms and Conditions, in accordance with Art. 10, para. 15 of the Roads Act.

DEFINITIONS AND CONCEPTS USED BELOW:

The Agency	The Road Infrastructure Agency to the Minister of Regional Development and Public Works, which exercises the powers of the State related to the collection of road charges and the functions of a Toll Charger.
Bank guarantee	Bank guarantee submitted by the Provider in favour of the Agency, in the amount specified in the General Terms and Conditions, which ensures the Provider's commitment to perform accurately its obligations to the Agency under the Contract.
On-board equipment (OBE)	Vehicle on-board equipment required to perform the functions of electronic toll collection and communication services (ISO 12855:2015)
On-board unit (OBU)	A unit installed on the road vehicles pursuant to Art. 10b, para. 3 of the Roads Act, which consists of the hardware and software components necessary for collection, storage, processing and remote receipt/transmission of toll data.
Tracking device	A satellite positioning device
Whitelist	List of valid on-board units maintained by given Provider that is prepared by the Provider and contains the data specified in the present General Terms and Conditions.
Remuneration	The payment, agreed between the Parties in accordance with the present General Terms and Conditions, which the Agency owes for the electronic toll collection services provided by the Providers under an individual contract.
Directive 2004/52/EC	Directive 2004/52/EC of the European Parliament and of the Council of 29 April 2004 on the interoperability of electronic road toll systems in the Community (Text with EEA relevance) (OJ L 166, 30.4.2004).
(The) Contract	A contract concluded between the Agency and a Provider to which the present General Terms and Conditions shall apply.
Provider	A legal entity carrying out an activity for provision of electronic toll collection services.
EETS Provider	A legal entity registered in a Member State, in which it is established that carries out activity for providing an EETS user with access to EETS.
European Electronic Toll Service (EETS).	Toll service supplementing European Union Member States' national or local services for electronic toll collection.

Electronic Toll Collection System	A set of central and peripheral software products, integrated computer systems and technical means through which data on geo-positioning and toll segments are collected, transmitted, exchanged and processed within the paid road network in which the road vehicles have entered, their mass, the toll data declared for the road vehicle, calculation of the tolls due, determination of their amount and their collection.
Interface Bus	Interface for exchanging data for electronic tolling purposes between the Toll Charger and the Provider.
Toll Charger	A legal entity that is designated to operate the Electronic Toll Collection System pursuant to Art. 10, para. 1 of the Roads Act, as well as to establish and collect the relevant toll charges with the help of that system.
Route Pass	A document that is issued once against payment of a certain fee pursuant to the Tariff under Art. 10, para. 6 of the Roads Act, which entitles the Road User to travel a preliminary requested distance on a particular route.
The Ordinance	Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled
National Service Provider (NSP)	A trader carrying out an activity for provision of electronic toll collection services only on the territory of the Republic of Bulgaria
EETS Domain	A toll domain falling under the scope of Directive 2004/52/EC.
Toll Domain	An area within the territory of the European Union that is part of a European road network or infrastructure such as a tunnel, a bridge or a ferry line where toll is collected.
General Conditions	The General Terms and Conditions to the contracts for provision of electronic toll collection service between the Agency and the respective Providers, adopted by the Agency pursuant to Art. 10, para. 15 of the Roads Act and Art. 20 of the Ordinance.
Road vehicle owner	A person entered as an owner in the registration certificate of a road vehicle (RV)
Road vehicle user	Any person other than the owner but actually using the vehicle.
EETS User	A natural or a legal person that has concluded a contract with an EETS Provider in order to have access to EETS.
Conciliation Body	The Conciliation Body with the Ministry of Regional Development and Public Works, which, pursuant to Art. 10h, para. 5 and Art. 10i, para. 4 of the Roads Act, deals with disputes arising between the Toll Charger and the Providers.
Decision 2009/750/EC	Commission Decision 2009/750/EC of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements (notified under document C(2009) 7547) (Text with EEA relevance) (OJ L 268/11, 13.10.2009).
Toll segment	A separate part of a road or a road section of the paid road network, individualized by an identification number and direction of movement,

	for the entry into which toll charge is due according to the length of the toll segment and the rate set out in the tariff under Art. 10, para. 6 of the Roads Act for the respective road or road section.
Toll charge	Charge for a distance travelled, which is due under Art. 10, para. 1, item 2 of the Roads Act by the paid road network users.
Blacklist	A list of invalid on-board units maintained by a Provider that is prepared by the Provider and contains the data specified in those General Terms and Conditions.
Central Component - Charging	An information system for determining amounts due by a user of the paid road network for electronic charging based on distance travelled, which is part of the Electronic Toll Collection System.
Interoperability	The ability of the systems to exchange information and make proper use of the exchanged information.
Toll charging context data	Structured, standardised information necessary to determine the correct toll charge.
ISO 12855:2015 International Standard	Electronic fee collection – Information exchange between service provision and toll charging
International Standard ISO 17575-1:2016	Electronic fee collection Application interface definition for autonomous systems Part 1. Charging
International Standard ISO 17575-2:2016	Electronic fee collection Application interface definition for autonomous systems Part 2. Context data
International Standard ISO 17573	Electronic fee collection - System architecture for vehicle-related toll collection

I. Road charging policy

1. Toll Charger:

The Road Infrastructure Agency (the Agency) implements the powers of the state in relation to the toll collection for the use of the paid toll network and the functions of a toll charger, as well as to the management of the mixed Electronic Toll Collection System for the different categories of road vehicles based on time and distance travelled, as well as the activity of the practical implementation, introduction, operation and control of the Electronic Toll Collection System.

The Agency is a legal entity on budgetary support to the Minister of Regional Development and Public Works, with headquarters in the city of Sofia.

Contact:

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Republic of Bulgaria

The functions on toll collection and operation of the Electronic System for Collection of Road Charges pursuant to Art. 10, para. 1 of the Roads Act is carried out by a specialized unit “National Toll Administration” of the Agency. The National Toll Administration manages and operates the System for Collection of Road Charges, which consists of an electronic system for issued electronic vignettes and an Electronic Toll Collection System. The NTA performs all technical and software component maintenance activities, manages the processes and monitors the correct reporting of due road charges and their collection.

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The powers of the Agency, as well as the overall legal framework for the collection of road charges for passage on the paid road network of the Republic of Bulgaria, are regulated in the following laws and regulations:

- Roads Act;
- Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled;
- Rules of Procedure, Operation and Organisation of Work of the Road Infrastructure Agency;
- Tariff for the charges collected for passage and use of the Republican road network.

2. Roads covered by the EETS domain:

The Road Infrastructure Agency as a toll charger, in order to carry out its functions under Art. 18, para. 1, item 8 and Art. 19, para. 1 and 2 of the Ordinance on the conditions, procedures and rules for construction and operation of a mixed system for charging the different categories of road vehicles on the basis of time and distance travelled, defines as its EETS domain the Republican roads in the Republic of Bulgaria included in the List of Republican Roads for which a charge based on distance travelled is collected – toll charge, as set out in the Decision of the Council of Ministers.

The Republican roads, for which a distance-based charge is collected (a toll) are divided into road sections marked with starting and ending points - toll segments. The geographical distance between the two points determines the length of the toll segment and is a key parameter for “calculation” of the toll due for the respective segment, which is subject to toll charging. In the list, the toll segments (over 5800) have a total length of 6,050 km and include:

- 803 km of motorways;
- 2,312 km of first-class roads;

- 2,935 km of second-class roads.

According to the Tariff for the tolls collected for passage and use of the Republican road network, the toll rate is determined only for the motorways and first-class roads outside the urbanized territories.

<https://www.bgtoll.bg/content/files/2020/04/13/1ec5f4de432eef6fea0a412d2771d90f.jpg>

3. Road vehicles subject to charging based on distance travelled - a toll charge:

The categories of road vehicles, for which payment of a distance-based charge is applicable (a toll charge) for the use of the roads included in the Republican Road List, for which a distance-based charge is collected – a toll charge, adopted by a decision of the Council of Ministers, are as follows:

1. Road vehicles (RV) intended for carriage of passengers with more than 8 (eight) seats, excluding the driver's seat;
2. Road vehicles (RV) intended for carriage of goods with two and more axles, having a total technically permissible maximum mass, in composition with a trailer exceeding 3.5 tonnes.

4. Toll charges

Toll charge is paid for use of the Republican roads included in the List of Republican Roads for which a charge based on distance travelled – toll charge, is collected which is proportionate to the distance travelled and is payable by the owner or user of a vehicle having a total technically permissible maximum mass exceeding 3.5 tonnes.

The toll rates depend on the total technically permissible maximum mass of the vehicle, its environmental category and the number of axles, as well as the type of road – motorways or first-class and second-class roads. The travelled distance shall be calculated as the sum of the lengths of the individual toll segments, in which the respective vehicle has entered and the tolls payable shall be determined on the basis of the sum of the tolls calculated for the respective toll segments. Each entry into a toll segment shall be considered to be its complete passage.

The toll rates per kilometre are set out in the Tariff for the tolls collected for passage and use of the Republican road network. (the Tariff), adopted by Decree of the Council of Ministers

<https://www.bgtoll.bg/content/files/2020/04/02/a1c48003edff0355cc5fc59c97e0aa26.pdf>

II. Toll Transaction Policy

The Electronic Toll Collection System introduced in the Republic of Bulgaria is a GNSS-based (Global Navigation Satellite System) technology for positioning of a vehicle. The system determines the position of the vehicle by using the satellite positioning network and compares the data with the geoinformatics of the toll roads, in respect to which toll payment is due. On the basis of the above data, the System determines the toll and establishes the

obligation to pay. The Road Infrastructure Agency, as a Toll Charger, shall provide a standard interface (ISO 12855) to electronic tolling service providers.

The exchange of information standardised according to ISO 12855 between the provision of tolling service and tolling roles (via a “System” interface) is based on the functionalities of the Electronic Toll Collection System and on the terminology provided by ISO 17573. ISO 17573 defines the general architecture and concept of the system as the basis for all standards on electronic toll collection systems and toll domains. ISO 12855 thus identifies and specifies a set of Application Protocol Data Units (APDUs), exchanged between the Toll Service Provider and the Toll Charger, as defined in ISO 17573.

For the tolling environment based on GNSS (Global Navigation Satellite System) technology for positioning the vehicle in the Electronic Toll Collection System, the following functionalities of ISO 12855 are relevant for the system interaction:

- the exchange of information takes place via APDU transfers (request-response) and some APDU transfers need to be confirmed using a generic confirmation mechanism (based on ackADUs);
- provision of data on the toll charging context;
- declared data report (toll declarations);
- invoicing data report;
- payment information report – payment request.

For the purpose of implementing interoperability between the Provider’s and the Agency’s systems, the Provider shall maintain a data exchange interface bus as per Protocol ISO 12855:2015 “Electronic fee collection – Information exchange between service provision and toll charging” to manage the communication processes with the Electronic Toll Collection System.

The ASN.1 files are the main source of information for the implementation of EETS interfaces between the Electronic System and the Providers.

The requirements to the format of the files to be exchanged via the interface bus and the ways of generation, sending and confirmation of requests, if applicable, are set out in the General Terms and Conditions. A detailed description of the data exchange interface specification shall be provided to the Provider after the successful completion of Stage 1 of the interoperability procedure.

For the purpose of providing electronic toll collection services, the Providers shall provide a GNSS on-board equipment – an on-board unit or a tracking device to the users of the paid road network. The on-board equipment provided by an EETS Provider shall be certified for EETS interoperability, i.e. it shall comply with the relevant technical requirements set out in Annex IV to the Commission Decision 2009/750/EC of 6 October 2009 on the definition of the European Electronic Toll Service and its technical elements.

The tolling data generated by GNSS OBE shall be used to report a road user (toll service user) that enters, moves in or goes out of a toll domain (ISO 12855). Any use of the service shall be reported as tolling data by exchanging data between the OBE/proxy (front-end system) and the Provider’s electronic system. This interface between the front-end and the Provider is defined in ISO 17575-1, ISO 17575-2 and ISO 17575-3.

The Provider shall collect the tolling data from the road users in the EETS domain, shall process them and shall send them as declared data (toll declaration) to the Electronic Toll Collection System of the Agency. The declared data shall contain all the information required

by the Toll Charger to calculate the amount due for the use of the roads, for which a toll is paid on a distance-related basis (toll). The Electronic System confirms the toll declarations received, indicating for each of the declared data whether or not it has been accepted via askADU.

The frequency of delivery of toll declarations is regulated in Annex 1 of the General Terms and Conditions. The Provider is obliged not to process, nor to transmit to the Agency toll data on road vehicles, whose on-board units are included in the Blacklist until the relevant on-board units are excluded from that list.

The Agency shall monitor and report the receipt of declared toll data included in a Provider’s toll declaration in relation to users that have signed a contract with it and shall process the data for tolling purposes. The Agency is obliged to accept any valid toll declaration (created in accordance with ISO 12855:2015) provided by the Provider, for which there is no evidence of its inaccuracy and the Agency shall not accept toll declarations for on-board units included in the Blacklist.

Based on the data received and positively recognised, the Electronic Toll Collection System shall generate tolling data. The “invoicing data” recipient – a Provider shall confirm the data received by indicating for each invoicing data whether or not it has been accepted via askADU.

5. Transfer frequency and performance indicators

Key Performance Indicators	Description and Requirement
<p>Frequency of generating correct toll declarations (FGCTD)</p>	<p>This indicator measures the semantic correctness of “Toll declaration with correct syntax and authenticity” which is/are “received in a timely manner”.</p> <p>FGCTD is formed by dividing the number of “Correct toll declarations” by the number of “Toll declarations with correct syntax and authenticity” that are received in due time, except for processing errors attributed to the Toll Charger.</p> <p>FGCTD must be greater than 99.5%.</p>
<p>Timeframe for delaying correct toll declarations (TDCTD)</p>	<p>This indicator measures the timeliness of the “Correct Toll Declaration”, where timeliness is the difference between the time of “Detection of a charge object” until the time of receipt of the corresponding “Toll Decoration” by the Toll Charger.</p> <p>First-type TDCTD – it is formed as the number of “Correct Toll Declarations” received within 30 minutes after “Detection of the charge object” divided by the number of “Correct Toll Declarations” received.</p> <p>The first-type TDCTD must be greater than 80%.</p> <p>Second-type TDCTD – it is formed as the number of each “Correct Toll Declaration” received within 90 minutes after “Detection of the charge object” is divided by the</p>

	<p>number of “Correct Toll Declarations” received.</p> <p>The second-type TDCTD must be greater than 95%.</p>
<p>Toll Declaration Delay Frequency (TDDF)</p>	<p>This indicator measures a “Toll declaration with correct syntax and authenticity” that arrives too late to be used for toll charging.</p> <p>The TDDF is formed as the number of “Toll declarations with correct syntax and authenticity” received later than N1 after “Detection of the charge object”, excluding processing errors attributed to the Toll Charger, divided by the number of “Toll declaration with correct syntax and authenticity”.</p> <p>TDDF must be lower than 0.5%.</p> <p>Note: Toll declarations received after N1 are not accepted and are therefore not considered as correct toll declarations. The value of N1 shall be higher or equal to 120 minutes.</p>
<p>Information compatibility and authenticity of toll declarations (ICATD)</p>	<p>This indicator measures the proportion of toll declarations arriving in the proper form and with valid authentication.</p> <p>ICATD is formed by dividing the number of “Toll declarations with correct syntax and authenticity” by the number of “Toll declarations”.</p> <p>ICATD must be higher than 99.5%.</p>
<p>Accessibility of the Communication Link (ACL)</p>	<p>This indicator measures the accessibility of the Service Provider’s system at the time of any communication made by the Toll Charger to the Service Provider.</p> <p>The ACL is formed by dividing the number of all successfully transmitted messages by the sum of the number of all successfully transmitted messages and all messages that have exhausted the number of repetitions.</p> <p>ACL must be higher than 99.5%.</p>

Each toll declaration regularly submitted by the Provider and confirmed by the Agency shall be processed by the Electronic Toll Collection System into a toll charge payable for the respective sequence of toll segments, through which the relevant road vehicle has passed. Based on the calculation carried out on the basis of the Tariff, the Agency, through the Electronic Toll Collection System, shall generate and send to the respective Provider in an electronic form a tariff rate for the toll segment(s), for which the respective toll charges are due. The communication shall take place via standardised interfaces (according to interoperability standards).

The tariff rate shall be automatically obtained in the Provider's electronic system by means of an interface bus and shall be deemed accepted unless the Provider objects to it within 24 hours of its receipt. The Provider is entitled to object to the generated Tariff Rate only in case of an established toll declaration incorrectly processed by the Electronic Toll Collection System, based on valid and correctly provided declared toll data. After this period and provided that no objection has been received from the Provider, the Agency shall include this Tariff Rate in the report for the relevant accounting period of the Provider concerned and the latter shall be liable for payment of the amount. Each report shall be sent electronically to the Provider within 3 (three) working days after the expiry of the relevant reporting period, containing details about all tariff rates generated on the basis of toll declarations received and processed by the on-board units of the respective Provider within the reporting period.

Within each calendar month, there are two reporting periods as follows: from the 1st to the 15th day of the respective month and from the 16th to the last calendar day of the respective month, inclusive. All regularly generated tariff rates included in the report of the respective Provider shall be subject to payment by the Provider within 5 working days of its receipt, the payment being made to the bank account of the Agency specified in the Contract.

Tolling service providers shall provide CRM services (account management, including invoicing and collecting, reporting, complaint management, etc.) of the paid road network users, with whom they have concluded contracts. The Providers have the responsibility to deal with the processes for invoicing and collection from the users of the tolls due for road use in the EETS domain.

For provision of an electronic tolling service within the scope specified in the General Terms and Conditions, on a monthly basis, the Agency shall pay the NSPs remuneration of 7% (seven percent) and an EETS Provider a remuneration of 1.8% (one point and eight percent) of the value of the toll rates the relevant provider has paid to the Agency for the relevant calendar month, including the two reporting periods stated above. Value added tax (VAT) shall be separately charged on the amount of the remuneration, if it is due.

By the 20th day of the month following the reporting month, the Provider shall send the Agency an invoice by electronic means, including the value of the remuneration due to it for the preceding month and the VAT due and, if such is not payable under any of the applicable exceptions in the Value Added Tax Act, it shall state the reason for not charging this tax. Integral parts of the invoice are the statements of accrued amounts for the two accounting periods of the month, generated by the Agency through the Electronic Toll Collection System.

The Provider's remuneration shall be paid in Bulgarian levs within 10 (ten) calendar days of receipt of the invoice by the Agency, the same being paid by bank transfer to a bank account of the Provider, specified in the Contract and opened with a bank or a bank branch included in the Register of Licensed Banks and Branches of Foreign Banks in the Republic of

Bulgaria, kept by the Bulgarian National Bank. The payment request process shall commence after the tolling data has been validated between the Toll Charger and the Provider. The payment request shall be based on the positively verified and aggregated invoicing data (ISO 12855)

III. Conditions for provision of electronic toll collection service on the territory of the Republic of Bulgaria by EETS Providers and NSPs.

Activity on the provision of an electronic toll collection service (toll charges) on the territory of the Republic of Bulgaria may be carried out by the following legal entities:

1. Entities registered as EETS Providers in an EU Member State where they are established and have concluded a contract with the Road Infrastructure Agency as a Toll Charger under general terms and conditions. Traders registered in the Republic of Bulgaria qualifying as EETS Providers shall be entered in the National EETS Providers Electronic Register.

2. Traders registered in the Republic of Bulgaria or in another Member State of the European Union meeting the requirements of Art. 10h, para. 3, item 1 and items 3 - 6 of the Roads Act and entered in a National Service Providers register.

The registration procedure is regulated in detail in the Ordinance and the General Terms and Conditions for the respective Providers.

IV. Requirements and responsibilities of EETS Providers/NSPs

The users of an electronic toll collection service shall conclude a contract with a Provider and shall not enter into a direct contractual relationship with the Agency as a toll charger.

The Providers shall be responsible for:

1. Registration and certification within the toll domain;
2. Ensure that OBE is certified for use within the toll domain;
3. Providing a system for registration and management of the relationship with the Provider's customers;
4. Management of OBE (including distribution and logistics);
5. Providing technology for the determination of the correct passage through the toll segments;
6. Establishment and provision of complete declared assessment data
7. Invoicing toll payment obligations to Providers' users
8. Payment of the total sum of the toll rates charged to the Providers' users to the Toll Charger (the Road Infrastructure Agency).
9. The Providers is obliged to pay to the Road Infrastructure Agency the toll rates charged to the users, regardless of whether the amounts due are paid by the respective user or not.

As a guarantee for fulfilment of the Providers' obligations relating to the provision of electronic toll collection services, they shall provide a bank guarantee in favour of the Agency as a Toll Charger.

V. Responsibilities of the Toll Charger

The Toll Charger shall have the following responsibilities:

1. Provision to the Data Provider with data on the context of the toll rate (scope – a card with paid sections, etc., in order to prepare declared toll data for toll charging;
2. Maintaining up-to-date information necessary for the correct processing of the declared toll data;
3. Invoicing the Provider at pre-agreed intervals – twice a month at 15-day intervals.

VI. Integration of a registered provider in the EETS domain

The integration of a registered provider in the EETS domain in the Republic of Bulgaria shall take place after conclusion of a contract with the Road Infrastructure Agency for the provision of electronic toll collection services pursuant to publicly announced General Terms and Conditions, available at the following web address: www.api.bg

The contract shall be concluded by the Chairman of the Management Board (MB) of the Road Infrastructure Agency, on the basis of a decision of the MB of RIA.

Procedural steps for integrating the Providers are detailed in the General Terms and Conditions, generally including:

1. Submission of application for access to an EETS domain

The applicant shall submit to the application, as follows:

- 1.1. Information from the register, in which it is entered as an EETS Provider.
- 1.2. Operational Plan. The Operational Plan shall indicate the planned cash flows and financing, in order to implement the activity for a period of not less than 1 (one) year. The planned cash flows and financing shall serve to calculate the bank guarantee. The requirements for the content of the Operational Plan are detailed in the General Terms and Conditions.

2. Assessment of eligibility

The Operational Plan shall be examined by the Agency, through the Evaluation and Compliance Assessment Commission, and shall become an integral part of the contract.

At this stage, the amount of the bank guarantee based on the expected average monthly transactions with respect to the distance-related charge shall be determined, which the Provider shall pay for the respective toll domain according to the number of contracts and the average distance-related charge set in the Provider's Business Plan.

The Agency shall notify the Provider of the amount of the bank guarantee to be laid down in the Contract.

3. Conclusion of a contract

In case of established compliance of the documents submitted with the application, a contract for provision of electronic toll collection services shall be concluded with the Agency. The contract shall enter into force at the time of its conclusion, with the exception of the part related to "Commercial Operation".

4. Tests for demonstrating interoperability

Persons concluding a service contract are obliged to initiate a procedure for demonstrating interoperability within 5 (five) working days of the conclusion of the Contract with the Agency.

Interoperability testing shall be carried out by the Agency in cooperation with the EETS Provider or NSPs. The Agency shall be entitled to appoint and authorise third parties to carry out some or all of the tests. The purpose of the tests is to assess the capability of the Provider's interoperability constituents to achieve and maintain the required in-service performance.

Infrastructure interoperability tests for the provision of electronic toll collection services shall be conducted on the basis of a bilaterally confirmed test schedule. The Agency shall have the right to amend unilaterally the test schedule, if there is a circumstance that would jeopardise and/or impair the operational suitability and/or security of the Electronic Toll Collection System, as well as in case of a temporary shortage of resources required for the tests. In case of interruption of the tests due to a unilateral modification of the schedule by the Agency, the time limits under the Contract shall be suspended until the tests have been reinstated.

The procedure for demonstrating interoperability consists of three stages:

Stage 1: Compliance assessment of the technology proposed by the Provider in relation to the documents required in Part II of the General Terms and Conditions;

Stage 2 End-to-end full integration tests;

Stage 3 End-to-end application tests.

The successful completion of each stage of the procedure for demonstrating interoperability shall be certified in writing by a certificate issued by the Agency. Within Stage 1, the compliance of the Operational Plan and its evidence with the requirements of the Contract and the General Terms and Conditions shall be assessed. Upon completion of Stage 1 of the procedure, the Provider shall be provided additionally with the following documents with restricted access:

- Detailed description of the interface specification for data exchange related to the conduct of the Procedure (ISO 12855:2015);
- Information security requirements and applicable standards;
- Specification of end-to-end full integration tests;
- Specification of pilot trial (end-to-end applied tests).

The purpose of end-to-end integration tests conducted within Stage 2 is to assess the correct implementation of the interface in the Provider's system in accordance with the specification presented in the General Terms and Conditions according to ISO 12855:2015.

The tests shall include the following elements:

- Exchange of tolling objects;
- Management of the list of exceptions (Whitelist/Blacklist);
- Obtaining data for toll context;
- Provision of data on the calculated amount for the reporting period.

The end-to-end full integration tests shall cover the following processes:

- Introduction of the Service Provider - handing over and introduction of tolling objects;
- Interface bus testing – testing the flow of transactions between the Provider and the Agency;
- Claim management processes covering claims from the Provider to the Agency and

- from the Agency to the Provider;
- Payment by the Provider in favour of the Agency - invoicing and reconciliation.

Upon successful completion of Stage 2 of the procedure for achieving interoperability, the first phase of the operation of the contract – “Technical Operation”, within which the Provider has the opportunity to conduct, at its own expense and at its own risk, in a real environment tests of on-board installed units on road vehicles of users, with whom it has concluded contracts. The Agency is obliged to ensure that on-board unit tests can be carried out in a real environment and no remuneration is due to the Provider within this phase.

The purpose of the applied end-to-end interoperability tests carried out under Stage 3 is to test the operational processes in the production environment and to assess the readiness of the Provider’s interoperability constituents using the fleet of vehicles equipped with on-board units or trackers to detect the passage along paid road sections (toll sections) subject to toll charging by the paid road network users. Applied end-to-end interoperability tests shall be carried out through predefined routes, which are part of the road infrastructure subject to toll charging.

The scope of the applied end-to-end interoperability tests shall reflect the regular operation of the Provider’s interoperability constituents within the Electronic Toll Collection System:

- registration of a new service provider - registration of the new service provider in the Electronic Toll Collection System;
- interface bus testing;
- testing the accuracy and completeness of the Provider’s toll declarations;
- removing or disabling a Provider.

The procedure for demonstrating interoperability shall be deemed to have been successfully completed by the Provider with the successful completion of Stage 3. All emerging costs related to the procedures for demonstrating and implementing interoperability with the Electronic Toll Collection System shall be entirely borne by the Provider.

5. Issuing a certificate of a successfully completed interoperability procedure.

The successful completion of each stage of the procedure for verification of interoperability shall be certified by a certificate issued by the Agency, as with the successful completion of Stage 3 of this procedure the entire procedure shall be deemed to have been successfully completed by the relevant Provider.

The entire procedure shall be successfully completed within 1 (one) year as of the date of the Contract conclusion. During the procedure, the Provider may make one attempt to successfully complete Stage 1 and no more than two consecutive attempts to successfully complete Stage 2, respectively Stage 3. In case that the Provider fails to achieve interoperability at the first attempt in Stage 1 or within two attempts, either in Stage 2 or in Stage 3 of the procedure, the Contract shall be terminated in accordance with Part II, Chapter 4, Section 1 of the General Terms and Conditions. If a period of more than 4 (four) months has elapsed between the failure of the first attempt to move to Stage 2, respectively Stage 3, and the initiation of a second attempt of this kind, the attempt to carry out the procedure shall be deemed unsuccessful and the Contract shall be terminated.

The timing of each stage, as well as the expected duration, shall be agreed in advance between the Agency and the Provider. The Agency shall have the right to set another time and

schedule for conducting the tests, in case there is a circumstance that would jeopardise and/or impair the operational suitability and/or security of the Electronic Toll Collection System. In case that the Agency establishes such a schedule that would delay the completion of the procedure within the deadlines described above, the deadline for the completion of the relevant stage shall be extended according to the delay caused by the establishment of the new schedule.

6. Presentation of a bank guarantee.

In order to ensure the fulfilment of its tolling obligations under the Contract, the Provider shall provide the Agency with a bank guarantee. The Agency shall be entitled to indulge by the amount of the guarantee in case of inaccurate, incomplete or late payment of the amounts payable by the Provider.

Upon initial conclusion of a Contract, the Provider shall provide a bank guarantee to the Agency within 1 (one) month from the date, on which the Agency has finally confirmed interoperability with the issuance of a certificate of successful completion of Stage 3. The bank guarantee shall be valid for 1 (one) year for EETS Providers and 13 (thirteen) months for NSPs, as of the date of its issuance and shall be unconditional, irrevocable and cannot be changed without the prior written consent of the Agency. Upon initial conclusion of the Contract, the amount of the bank guarantee shall be determined on the basis of the expected average monthly transactions related to the toll, which the Provider will pay for the respective toll domain according to the number of contracts and the average distance-related charge, set in the Operational Plan of the Provider. Upon initial conclusion of a Contract, the Agency shall notify the Provider of the exact amount of the required bank guarantee before signing the Contract and shall include this amount in the Contract.

In case of extension of the Contract, the Provider shall provide the Agency with a new bank guarantee not later than 10 (ten) days before the expiry of the previous bank guarantee. The term of validity of the new bank guarantee shall be 1 (one) year as of the date of entry into force of the Contract for a new 1-year period. The amount of the new bank guarantee shall not exceed the amount per a reporting period (fifteen days) of the tolls set by the Agency, based on the usage of the roads subject to toll charging, paid by all road users that are the Provider's customers. The amount for the reporting period shall be determined on the basis of the sum of all tolls paid by the Provider in the previous year. The amount for each day shall be calculated by dividing the total amount of the tolls collected for the previous year by 365.

In case of disbursement of amounts under the bank guarantee, the Provider is obliged to reimburse its initial amount within 14 (fourteen) calendar days as of the disbursement.

All costs, fees, commissions and other payments related to the servicing of the transfer of the bank guarantee, including its reimbursement, shall be borne by the Provider.

7. Entry into force of the contract in the part “Commercial operation”

After the successful completion of the interoperability procedure and the deposit of a bank guarantee, the contract shall enter into force in the part “Commercial operation”. This completes the process of integrating the Provider.

VII. Rights and Obligations of the Parties

The electronic tolling service shall cover the obligation of the Provider for actual reporting the toll segments, in which a road vehicle of the category pursuant to Art. 10b, para. 3 of the

Roads Act has entered, provision of declared toll data for those road vehicles, collection of the due tolls from the relevant users on the paid road network and payment of the collected amounts from tolls to the Agency.

The electronic tolling service shall also cover the bearing of the financial risk of collecting the tolls due for the use of the paid road network by users falling in the category of Art. 10b, para, 3 of the Roads Act, which have concluded a contract with the Provider. For the services thus provided, the Agency shall owe the Provider an appropriate remuneration.

Within the obligation of the Provider to provide the paid road network users that have concluded a contract with the Provider with the opportunity of actual reporting for the toll segments, into which the vehicle has entered, within the paid road network, the Provider is obliged to use the GNSS on-board equipment ensuring its serviceability and the correctness of the received data.

The Provider warrants that any on-board units it uses for the purposes of execution of the Contract shall be maintained in a good working order and shall transmit accurate data for tolling purposes, both in relation to the toll segments, into which the vehicle has entered and the circumstances referred to in Art. 10b, para. 1 of the Roads Act related to the amount of tolls due. The Provider shall monitor the operation of the on-board units and shall adopt a procedure for the provision and servicing of the on-board units to regulate the taking of appropriate and timely measures for the continuous and seamless provision of the service.

The Provider is obliged, for each on-board unit to be used for toll charging purposes, to provide for a procedure for declaring reliable data by the user for the vehicle, including its category, its technical and environmental characteristics and for their confirmation by the Provider. The Provider shall provide for a procedure for the timely declaration by the user of the actual number of axles of the road vehicle for each individual use of the paid road network. The Provider shall not be liable for any incorrectly declared data by the user about the road vehicle, including its category, its technical and environmental characteristics, and the actual number of axles of the vehicle, for which the user has submitted incorrect documents to the Provider. The Provider shall be liable for the amount of any damage to the Agency, if it is established that the data relating to the vehicle category, its technical and/or environmental characteristics have been incorrectly declared and tolls lower than the amount due under the Tariff have been collected for the respective vehicle.

The Provider shall be responsible for the technical maintenance of the on-board unit it provides by ensuring installation and/or connection, activation, registration (re-registration) in its information system and in the Electronic Toll Collection System, as well as servicing the on-board units.

VIII. Information the Parties are obliged to provide to each other

1. Blacklist (Invalid On-board Units List)

The Provider shall maintain an up-to-date Blacklist (Invalid On-board Units List) containing data on the individual identification number of the respective on-board unit, the vehicle registration plate data in the Electronic Toll Collection System and the contract identification number of the respective Provider, as well as details about the time and reason why it has become invalid.

The Provider is obliged to exchange the Blacklist with the Agency through the Electronic Toll Collection System once a day, between 02:00 a.m. and 07:00 a.m. local time in the Republic of Bulgaria, in accordance with the standards specified in the relevant General Terms and Conditions. The Agency is obliged to enter into its Electronic System the data of each received Blacklist sent by the Provider in the format required by the Contract, the introduction being certified by generating a confirmation in the Agency's Electronic System

and sending it to the Provider via ask.ADU. The period of validity of each Blacklist shall begin at the moment when the Agency sends a confirmation to the Provider and shall expire at the moment of sending confirmation of entered data from a subsequently received Blacklist.

The Provider shall be entitled to suspend the transmission of toll declarations for a road vehicle without including its on-board unit in the Blacklist in the cases referred to in the above point, but for a period not exceeding 24 hours, after which the Provider shall ensure its inclusion in the Blacklist, if the reasons for the suspension of the transmission of toll declarations persist beyond that period.

The Provider is obliged to inform the contracted user immediately of the inclusion of the on-board unit concerned on the Blacklist or in case of suspension of the transmission of toll declarations.

It is considered that all on-board units included in the Blacklist are not valid and do not transmit data to establish the passage along the paid road sections (toll segments) of the relevant road vehicles, to which they relate. In respect of them, the Provider shall not provide an electronic tolling service, i.e. shall not process, nor transmit to the Agency any toll data on road vehicles, whose on-board units are included in the Blacklist until they are excluded from that list.

2. Whitelist (Valid On-board Units List)

All available on-board units of the Provider that are registered, active and used for the purpose of execution of the Contract shall be included in a Whitelist (Valid On-board Units List). This list shall contain details about the individual identification number of the respective vehicle on-board unit, the registration plate data of the vehicle in the Electronic Toll Collection System and the contract identification number of the Provider concerned.

The Provider is obliged to exchange the Whitelist with the Agency through the Electronic Toll Collection System once a day, between 02:00 a.m. and 07:00 a.m. local time in the Republic of Bulgaria, in accordance with the standards specified in the relevant General Terms and Conditions. The Agency is obliged to enter into its Electronic System the data of each received Whitelist sent by the Provider in the format required by the Contract, the introduction being certified by generating a confirmation in the Agency's Electronic System and sending it to the Provider via ask.ADU. The period of validity of each Whitelist shall begin at the moment when the Agency sends a confirmation to the Provider and shall expire at the moment when confirmation of entries of data from a subsequently sent Whitelist. In case that the Provider does not submit a subsequent Whitelist, the last submitted and processed one is valid.

The Provider assumes contractual responsibility that all on-board units included in the Whitelist are valid and transmit correct data for establishing the passage along the paid road sections (toll segments) of the respective road vehicles to which they refer, pursuant to a valid and acting contract between the Provider and the respective user until they are excluded from this list. A registered and operational on-board unit cannot be used by a paid road network user until it is included in the Whitelist.

In cases where the Provider (EETS Provider or NSP) is informed by a contracted user that an on-board unit has stopped the submission of data, the Provider shall, within 1 (one) hour of receipt of the notification, notify the Agency electronically, as well as include the relevant on-board unit in the next Blacklist to reflect this change in the Electronic Toll Collection System. If the respective vehicle unit is included in the Blacklist during the started and continued use of the paid road network, the user shall declare the toll segments it has actually entered by purchasing a route pass. This option may only be used for a specific separate use of the paid road network, if the user has started and has not completed the trip and only until the trip has completed. The Provider (EETS Provider or NSP) shall warrant and is obliged to ensure that

the on-board unit is functional for the next trip of the user or its replacement, and only then can it be validly excluded from the Blacklist.

IX. Change of circumstances after the contract conclusion

In case of a change in the data of a registered Provider, it is obliged to provide information on the changed data to the Agency within 15 days of their occurrence. The Agency shall update the relevant register to include the changed data and indicate the date of any change.

X. Consequences of Contract termination

Upon termination, including cancellation of the Contract, the Parties are obliged not later than 1 (one) calendar month from the moment of termination or cancellation to make the payments due under the Contract to the other party, which have occurred before the moment of termination or cancellation.

Any financial obligations and relations remaining after the termination of the Contract shall be settled in accordance with its provisions until their final settlement. The obligation not to disclose confidential information shall remain legally binding indefinitely.

XI. Liability in case of non-compliance

Any guilty act or omission of an act, committed in violation of the provisions of the respective General Terms and Conditions, the individual contracts or the legal provisions, respectively applicable to the Providers, shall be considered as default.

For a material violation within the meaning of the General Terms and Conditions, the non-defaulting party shall have the right to unilaterally terminate the Contract by giving 30 (thirty) days written notice sent to the defaulting party.

In case the Contract is terminated due to a material breach, the defaulting party shall owe the non-defaulting party a penalty in triple the amount of the bank guarantee provided under the Contract.

In case of late execution of a monetary obligation arising in connection with the execution of the Contract, the defaulting party shall owe the opposing party a penalty for late payment of 0.1% (zero point one percent) on the value of the late payment for each day of delay.

In case of non-performance of contractual obligations specified in the General Terms and Conditions, the Agency shall be entitled to receive a penalty from the Provider amounting to BGN 10,000 (ten thousand), as follows:

- an obligation to maintain the Toll Data Processing Technology available and functioning during the duration of the Contract and is responsible for its correctness and for the validity and correctness of the data it transmits to the Agency;
- an obligation to comply with the minimum requirements for each of the performance indicators;

XII. Dispute resolution between the parties

Disputes between the Toll Charger and Providers relating to their contractual relations or negotiation process shall be settled by the Conciliation Body to the Ministry of Regional Development and Public Works.

The Conciliation Body shall examine disputes by verifying whether the contractual terms vis-à-vis the different Providers are non-discriminatory, whether they correctly reflect the costs

and risks of the Parties to the contract and whether there has been an unjustified refusal by the Toll Charger to conclude a contract or imposition of unjustified or excessive requirements in relation to the contract conclusion.

Within one month of receipt of a request for intervention, the Conciliation Body shall state whether it has all the documents necessary to settle the dispute and shall inform the Parties thereof.

The Conciliation Body shall carry out a study and shall have the right to request the necessary information from the EETS Providers or NSPs as well as from the Toll Charger and from all third parties involved in providing EETS or an electronic toll collection service on the territory of the Member State concerned.

Within 4 months of receipt of the request for intervention, the Conciliation Body shall issue a decision instructing it to resolve the dispute before it and shall set a time limit for its implementation.

In case that the Conciliation Body gives instructions to a party to the dispute before it and they are not complied with in due time, the opposing party to the dispute may refer the dispute to the relevant competent court or arbitration.