

**APPENDIX №8**

**CONTRACT**

**For awarding public procurement for services**

**№ ....**

Today, ..... 2018., Sofia, between:

**ICGB AD,**

Having its seat and management address in Sofia 1000, Oborishte, 13 Veslets Street, fl. 2, UIC 201383265, represented by Konstantinos Karagyanakos and Teodora Georgieva-Mileva, in their capacity of Executive officers, hereinafter referred to as **CONTRACTING AUTHORITY**, on the one hand

and

„....., having its seat and registered address....., UIC ....., represented by....., in his/her capacity of ....., hereinafter referred to as **CONTRACTOR** on the other,

(the **CONTRACTING AUTHORITY** and the **CONTRACTOR** hereinafter referred to as the **Parties**, and individually a „**Party**“);

**Pursuant to art. 112 PPA** and Decision №.....of the **CONTRACTING AUTHORITY** for nominating a contractor for a public procurement for: ‘**Archaeological Studies Of Archaeological Sites Found Along The Route Of Gas Interconnector Greece-Bulgaria**’, concluded this contract for the following:

**I. ABBREVIATIONS AND DEFINITIONS.**

**Art. 1.** In this contract the following terms shall have the meaning described below except if other meaning has been given explicitly defined by the **CONTRACTING AUTHORITY**:

- 1.1. **Before start of excavation works** shall be the period before the date of opening the construction site and/or building line for a particular section of IGB gas pipeline in the meaning of TPA and Ordinance № 3 / 2003 on drafting acts and protocols during

construction- protocol №2 and №2a.

- 1.2. **During construction** shall be the period between the date of opening the construction site and/or building line in the meaning of TPA and Ordinance № 3 / 2003 on drafting acts and protocols during construction until the date of completion of excavation works for a particular section of IGB gas pipeline- Protocol №12.
- 1.3. **Full rescue archeological excavations or** hereinafter only Archeological excavations are a type of field studies in the meaning of art. 147, par.4, item 2 and par.5, item 2 of the Cultural Heritage Act and art.13 of Ordinance H-00-0001 dated 14.02.2011 on performing field archeological studies of the Ministry of culture which refers to the area of registered archeological sites in Table 1 affected by the easement of IGB gas pipeline.
- 1.4. **Drill- initial archeological study** for the purposes of this contract shall be considered a type of field archeological study performed with special equipment related to the area of registered archeological sites in Table 2, which by surveying 10% of the territory on the site establishes the existence or lack of archeological structures and a cultural layer and enables the expert committee to the Ministry of culture to establish the need to continue or terminate archeological studies
- 1.5. **Archeological supervision** is a type of field study in the meaning of art. 147 par.4 item 3 of the Cultural Heritage Act and art. 11 of Ordinance H-00-0001 dated 14.02.2011 on performing field archeological studies of the Ministry of culture referring to the area of registered archeological sites in Table 3 of the Technical specification which is Appendix № 3 to the contract and for the whole route of IGB gas pipeline during excavation works. Archeological supervision shall only refer to the affected part of the archeological site of the gas pipeline easement.
- 1.6. **Until final completion** shall include procuring the respective legally valid permits/protocol/ documents for accepting the completed Archeological studies such as a decision of the committee pursuant to art. 158a of CHA whereby the results of the study are accepted and the actions and measures proposed for them are approved and shall be considered effective for each part of the subject matter of the service.
- 1.7. **Official documents on the Archeological studies performed** all and any official papers intended to be drafted for accepting completed Archeological excavations pursuant to the Cultural Heritage Act and/or Ordinance H-00-0001 dated 14.02.2011 on performing field archeological studies of the Minister of culture.
- 1.8. **Inspection upon completion** all and any checks and control including by expert Committees or by the Inspectorate to the Ministry of culture established by the effective laws in the Republic of Bulgaria and other regulations regarding completed archeological studies, regardless whether they are provided for in this contract and referred to as such. The contractor nominated shall undertake to procure and obtain a positive result of such an inspection for all archeological works performed by it.

## **II. SUBJECT OF THE CONTRACT**

**Art. 2. (1) THE CONTRACTING AUTHORITY** assigns and **THE CONTRACTOR** shall agree, against payment of the Value for performing the Contract offered in the Tender of THE CONTRACTOR pursuant to the provisions of this contract described below and in accordance with the Technical specification- Appendix 1, to perform the following activities for sites stipulated in the EIA decision:

1. Full rescue archeological excavations and studies before start of excavations along the route of IGB gas pipeline of the registered archeological sites described in Table 1 divided into stages where each stage corresponds to one archeological site;
2. Drills- initial archeological studies to specify the thickness of cultural layers of the registered archeological sites described in Table 2 of the Technical specification before start of excavation works along the route of the IGB gas pipeline.
3. Archeological supervision during construction for the archeological sites in Table 3 of the Technical specification and archeological supervision for the whole route of IGB gas pipeline.

**(2) THE CONTRACTOR** agrees that if as a result of archeological studies performed under Table 2, Table 3 of the Technical specification- Appendix 1 and archeological studies and supervision for the whole route of IGB gas pipeline, , are registered additional archeological objects for which additional archeological studies are required under the Law on Cultural heritage, these studies shall be negotiated as additional work based on a bill of quantities in accordance with Appendix № 7a of the public procurement documentation which follows as a template Appendix № 4 to art. 20, par. 6 of Ordinance № H-00-0001 dated 14.02.2011 for performing field archeological studies.

**(3) THE CONTRACTOR** shall also agree to perform the following activities as well which are related to the subject of the contract pursuant to the previous two paragraphs and are a provision, result or supplement to it:

1. Report and work program in accordance with the Technical specification;
2. Drafting scientific reports and papers on the results of the study of archeological sites performed;
3. Procuring the respective legally valid permits/protocol/ documents for accepting the completed Archeological studies such as a decision of the committee pursuant to art. 158a of CHA whereby the results of the study are accepted and the actions and measures proposed for them are approved and shall be considered effective for each part of the subject matter of the service.

**Art. 3. (1)** The activities for performing archeological studies for all sites, subject of the Contract, shall be considered completed following submission of scientific reports and an acceptance protocol for the completed Archeological studies approved with an order of the Minister of culture following a decision of the expert committee pursuant to art. 158a CHA whereby the results of the study are accepted and the activities and measures proposed for them are accepted which will include:

- 1.1. a registered request filed by the director to appoint an expert committee by the Ministry of culture pursuant to art. 158a, par. 2 CHA.
- 1.2. A protocol of an expert committee approved with an order of the Minister of culture pursuant to art. 158a, par. 6 CHA.

(2) the documents and copies of documents registered pursuant to par. 1 shall be drafted and submitted in writing by **THE CONTRACTOR** to **THE CONTRACTING AUTHORITY** within three days as of being submitted to the respective bodies.

**Art. 4.** If required, the **CONTRACTING AUTHORITY** may require **THE CONTRACTOR** to submit additional documents related to performance and reporting the activities under the contract.

## II. TERM OF THE CONTRACT. EFFECTIVENESS.

**Art. 5. (1)** The contract shall take effect as of the date it is signed between the parties and shall be performed until completion of construction works on the implementation of the IGB project within the term stipulated in art. 113, par. 1 of the Public Procurement Act,

(2) The terms for studying each individual archeological site of the sites under the EIA decision shall be not excess the term of 3 (three) months following the dates for assigning the individual sites by way of a letter of engagement by **THE CONTRACTING AUTHORITY**. In the events when sites outside the sites under the EIA decision are discovered, the term of study of three months shall start as of the date of assigning on the part of **THE CONTRACTING AUTHORITY**.

(3) **THE CONTRACTOR** shall undertake within a period of 3 (three) months to perform a study of to 10 sites simultaneously. The term cannot exceed 3 (three) months following the dates for assigning the individual sites by way of a letter of engagement by **THE CONTRACTING AUTHORITY**.

(4) The starting date of Archeological supervision shall be date on which the schedule for excavation works along the route of IGB gas pipeline is submitted and they start.

(5) The deadline for completion of the archeological supervision coincides with the deadline for performing construction works along the route of IGB.

(6) The term for delivery of each particular site shall be extended by the days with bad weather conditions- including all days during which the minimum temperature for 24 hours is below +10°C as per data of the Central meteorological office and a report issued by the National meteorology and hydrology institute (NMHI) to BAS for all days with downpours, all days with snowfalls, soaked earth and/or floods preventing activities under the contract to be performed. These circumstanced shall be evidenced with a report issued by the National meteorology and hydrology institute (NMHI) to BAS /Bulgarian Academy of Sciences/ for all days with downpours, all days with snowfalls, soaked earth and/or floods preventing performing activities under the contract.

**Art. 6. (1)** **THE CONTRACTOR** shall not be liable for delay in performance of the activities under the contract from the terms agreed when the delay comes as a result of an exceptional circumstance in the meaning of §1, item 17 PPA.

(2) **THE CONTRACTOR** shall not be liable for delay in performing the activities under the contract from the terms agreed when the delay is cause by events defined in art. 5, para 6.

(3) **THE CONTRACTOR** shall be obliged to notify in writing **THE CONTRACTING**

**AUTHORITY** within 1 (one) working day as of occurrence of the events under art. 6, par.2. Following notification, **THE CONTRACTOR** shall submit to **THE CONTRACTING AUTHORITY** the documents certifying the occurrence of the respective event and its justified request for suspension of the term of the contract.

(4) Not later than 2 (two) working days of submission of the documents and the request under par. 3 to the **CONTRACTING AUTHORITY**, the parties shall draft a protocol for suspension of the term of the contract, **THE CONTRACTING AUTHORITY** shall be obliged to nominate a person/s, its representative, with whom this protocol to be signed.

### III. VALUE FOR PERFORMING THE CONTACT. METHOD OF PAYMENT OF THE PRICE FOR PERFORMING THE CONTRACT.

**Art. 7. (1)** The value of performing the activities under art. 2, par. 1 payable by **THE CONTRACTING AUTHORITY** to **THE CONTRACTOR** is at the amount of [BGN] ..... VAT excluded.

(2) If for an archeological object under art. 2, para 2 is required additional study, the value for performing of these additional activities shall be set in accordance with a bill of quantities - Appendix № 7a of the public procurement documentation. **THE CONTRACTOR** prepares bill of quantities for this archeological object which is subject of approval by the **CONTRACTING AUTHORITY** (3) The total price under the Contract for performing the activities under art.2, par. 1 and par. 2 may not exceed the estimated value of the procurement at the amount of BGN 3 000 000 (three million) which is the maximum financial resource of the Contracting authority.

(4) **THE CONTRACTOR.**' confirms that the Value for performing the activities under art. 2, par. 1 includes all costs which may arise for **THE CONTRACTOR** in the course of performing the activities under this contract for the sites known to **THE CONTRACTING AUTHORITY** (as per EIA decision №.....) and shall not be subject to adjustment.

(5) **THE CONTRACTOR** confirms that the unit prices offered for the known archeological sites have been presented fully and finally so that the value of the contract under art. 7, par. 1 covers all its costs for performing them for all the term of the contract.

(6) The value under art. 7, par. 2 for the activities under art.2, par. 2 shall be full and final and shall cover all the costs for performing them for all the contractual term.

**Art. 8 (1)** The value for performing the activities under the contract shall be paid by **THE CONTRACTING AUTHORITY** to **THE CONTRACTOR**, as follows:

1. An initial payment within 30 days of concluding the contract at an amount of 20% (twenty percent) of the Value of the Contract set in art. 7, par. 1 following drafting and submitting a Report and work program by **THE CONTRACTOR**, as per the Technical specification.

2. A payment at the amount of up to **75%** for performing the activities under art. 2, which shall be distributed as follows:

2.1. **30 %** of the value for the respective site as per the bill of quantities offered in the Price offer upon assigning a site with a letter of engagement by **THE CONTRACTING**

AUTHORITY to THE CONTRACTOR and **50%** of the amount of the respective site when providing to THE CONTRACTING AUTHORITY a protocol approved with an order by the Minister of Culture or a deputy minister authorized by them. From the payment in the amount of 50 % from the value of the respective object is deducted 20% of the value of the object representing the payment under item 1.

2.2. **15%** of the value of the respective site following signature of a protocol of delivery and acceptance and submission by THE CONTRACTOR to THE CONTRACTING AUTHORITY of a report supported by the official documents required for the archeological studies performed.

**3.** A final payment at the amount of 5 % of the total value of the contract which THE CONTRACTING AUTHORITY shall hold until completion of all activities and delivery of documentation for all sites and which will be paid to the THE CONTRACTOR following signing a protocol for delivery and acceptance between the parties.

(2) All payments described in par. 1 will be made within a period of 30 (thirty) working days as of the date of delivery of the required documents by THE CONTRACTOR and an invoice for the respective payment having been issued.

(3) THE CONTRACTING AUTHORITY may impose adjustments to the total Price under the contract in the event of a site or a measure being excluded.

**(4)** All payments under the Contract shall be made in BGN to the bank account of **THE CONTRACTOR**:

Bank:.....

IBAN:.....

BIC:.....

#### **IV. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR.**

**Art. 9.** In performing this contract **THE CONTRACTOR** shall be obliged:

- 1.** No to use, disclose, provide and disseminate in the mass media any non-published or confidential information obtained in the course of performing the contract except following an initial approval by the **THE CONTRACTING AUTHORITY**, or a third person authorized by them.
- 2.** To perform the activities subject of this Contract and the appendices to it in a quality and timely manner as per the requirements and the provisions in this contract and effective regulations in the Republic of Bulgaria regulating archeological studies and supervision and securing the overall protection and safety of labour for the term of conducting the field archeological study on each of the sites.
- 3.** To deliver to **THE CONTRACTING AUTHORITY** in a hard and soft copy the documentation pursuant to this contact.

4. To timely deliver the information required by **THE CONTRACTING AUTHORITY** on the course of performing the contract.
5. To submit to **THE CONTRACTING AUTHORITY** within 2 days following receiving it the Protocol of the committee under art. 3, par. 1, item 1.2.
6. To provide to **THE CONTRACTING AUTHORITY** and/or its representatives access to the site upon inspections and/or performance of their obligations under the contract.
7. **THE CONTRACTOR** shall have to use only such special technical equipment – machines and devices which have the respective registration and are stipulated by the law for performance of Archeological excavations.
8. **THE CONTRACTOR** shall conduct archeological excavation pursuant to the scientific methodology stipulated by regulations, their purpose being to clarify the main features of archeological sites. Archeological excavations shall have to be held after the site studied is located in a coordinate system used for preparation of DSP-PP for IGB gas pipeline. In any case Archeological excavations shall have to be performed on the surface of the site downwards until a sterile layer is reached.
9. **THE CONTRACTOR** shall perform Archeological supervision- an activity whose main purpose is to establish the existence of archeological structures on a particular place along the Route of the IGB gas pipeline affected by the easement.
10. **THE CONTRACTOR** shall have to procure and perform archeological studies in compliance with the interest of **THE CONTRACTING AUTHORITY**. Compliance with the interest of **THE CONTRACTING AUTHORITY** shall mean performing this volume of activities which is only required for lawful implementation of the investment initiative (IGB project) causing minimum damage on properties affected located along the route and interference in regular activities performed by the population, owners or other persons.
11. **THE CONTRACTOR** shall undertake to perform and submit to **THE CONTRACTING AUTHORITY** a report supported with the required official papers for the archeological studies, according to Technical specification – Application No3, completed within the implementation terms.
12. **THE CONTRACTOR** shall procure the overall organization, control and supervision, workforce, special technical equipment, materials, temporary facilities as well as any other object and activities of constant or temporary nature required to perform the Archeological studies and to remedy the defects in them within the terms agreed.

**Art. 10. THE CONTRACTOR** shall also undertake to:

1. Perform the contract with a team it has indicated in their tender for implementation of this service. In extraordinary situations (death, illness, accident with a member of the team approved or upon resignation of such) a member of their team may be replaced after **THE CONTRACTOR** submits documents evidencing the circumstance that has led to the change as well documents evidencing equal or more extensive experience, skills and qualification of the substitute proposed. **THE CONTRACTOR** shall be liable and needs to procure and use for performance of the contract a director of studies and qualified staff in accordance with the requirements of the Cultural Heritage Act and the regulations to it and the requirements of **THE**

## CONTRACTING AUTHORITY.

2. **THE CONTRACTOR** shall procure all special technical equipment required to perform the Archeological excavations. **THE CONTRACTOR** shall use on sites only special technical equipment stipulated in the respective permit for conducting Archeological works. **THE CONTRACTOR** shall not have the right to remove from the archeological site any of the special technical equipment without the consent of THE CONTRACTING AUTHORITY.
3. Upon installment of the technical equipment and the operations performed on the archeological site **THE CONTRACTOR** shall be obliged to take into account all applicable safety regulations and provide appropriate safety measures.
4. **THE CONTRACTOR** shall be liable to protect the life and health of the persons admitted to the sites subject to study.
5. In the course of performing the Archeological excavations **THE CONTRACTOR** shall be obliged to procure the necessary fences and/or signs, lighting, security and surveillance of the site in the security areas set in the archeological excavations permit.
6. **THE CONTRACTOR** shall be obliged to take all measures required to protect the environment both on the archeological site and around it.
7. **THE CONTRACTOR** shall be obliged to take all measures required for protection of archeological valuables by protecting them against damage or destruction and to deliver them to a state or municipal museum or to perform their conservation (under the conditions stipulated in the law).
8. During Archeological excavations **THE CONTRACTOR** shall have to maintain the archeological site clean from any unnecessary heaps which may be an obstacle and create a risk for those working there.
9. **THE CONTRACTOR** shall undertake not to admit to the archeological site other persons which are not directly involved in the Archeological excavations except for officials authorized to make inspections or persons authorized by the CONTACTING AUTHORITY to make inspections.
10. **THE CONTRACTOR** shall be obliged to perform the main operations on the archeological sites- excavation and dismantling of archeological structures- in accordance with the technology for conducting rescue archeological excavations and shall have to limit archeological excavations only within the archeological site affected by the easement of IGB gas pipeline.
11. **THE CONTRACTOR** shall be wholly liable for procuring, transportation, receiving, unloading and safe storage of all special technical equipment and materials and the like required for completion of the archeological excavations.
12. **THE CONTRACTOR** shall be obliged to make a backfill of the excavation formed during the study of the archaeological site to a form allowing the use of the terrain as intended and in a safe way when the archaeological excavations will not continue and there is no other decision of a competent body.
13. **THE CONTRACTOR** shall procure the premises and equipment which will be used for all the period of performance of the contract,



**Art. 11. THE CONTRACTOR** shall be obliged to perform archeological studies only within the easement of the gas pipeline.

**Art. 12. THE CONTRACTOR** shall be entitled to:

1. Receive its remuneration within the terms agreed, pursuant to the procedures and the provisions of the Contract.
2. Exercise its rights under the contract and all regulations effective in the Republic of Bulgaria regulating its operations.
3. Request from **THE CONTRACTING AUTHORITY** the assistance, information and documents required for performance of the activities subject of this Contract.
4. Perform the subject matter of the Contract within the terms agreed in the Contract.

## V. RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY.

**Art. 13. THE CONTRACTING AUTHORITY** shall be entitled to:

1. Perform at any time checks on performance of the Contract without interfering with the operational independence of the **THE CONTRACTOR**.
2. Request and obtain from **THE CONTRACTOR** information on the course of performing the subject matter of the Contract, incl. the documents under the Contract submitted by **THE CONTRACTOR**.
3. Request and obtain from **THE CONTRACTOR** all documents required pursuant to the procedure and the provisions of this Contract related to the archeological studies and supervisions performed for the site.
4. Nominate a representative who is to inspect the lists of workers present on the archeological site compiled by the **THE CONTRACTOR**.

**Art. 14. THE CONTRACTING AUTHORITY** commits:

1. To provide to **THE CONTRACTOR** the assistance required and if required, to submit to them the data and documents required for performance of their obligations under this Contract.
2. No to pay costs incurred by **THE CONTRACTOR** that exceed the price for performing the contract and/or costs which are planned as positions in the bills of quantities for the sites.
3. Pay to **THE CONTRACTOR** the remuneration agreed within the terms pursuant to the procedure and provisions of this Contract.

## VI. ACCEPTANCE AND DELIVERY OF PERFORMANCE.

**Art. 15. (1)** The services subject of this contract in art. 2 shall be delivered by **THE CONTRACTOR** to **THE CONTRACTING AUTHORITY** with a bilateral delivery protocol following an inspection upon completion. **THE CONTRACTOR** shall prepare and deliver to **THE CONTRACTING AUTHORITY** the required official papers for the Archeological works and archeological supervision in accordance with the Technical specification along with a protocol approved, pursuant to an order of the competent authority pursuant to art. 158a, par. 6 of the Cultural Heritage Act, protocol under art. 158a par. 3, with regard to art. 158a, par. 5 of the Cultural Heritage Act for each site and the protocol shall have to be approved with an order by the Minister of culture or by a deputy minister authorized by them.

**(2)** Acceptance of the works performed under this contract shall be established with a letter of acceptance by **THE CONTRACTING AUTHORITY**.

**(3)** In the letter of acceptance **THE CONTRACTING AUTHORITY** shall state whether there are remarks to the service provided and a reasonable term to be remedied. If there are none, **THE CONTRACTING AUTHORITY** shall pay the respective amount pursuant to art. 8, par. 2 of this contract.

**(4)** In the event that the service provided or part of it fails to meet the requirements of the contract, **THE CONTRACTING AUTHORITY** may be justified to withhold the respective part of the amount for their performance until the defects established have been remedied.

## VII. CONTRACT TERMINATION.

**Art. 16. (1)** The contract shall be terminated in the following cases:

1. Upon expiry of the term under art. 5 of the Contract;
2. Upon completion of all obligations of the Parties thereto;
3. Upon full objective inability to perform of which circumstance the Party affected shall be obliged to notify the other Party within 10 (ten) days of the inability occurring and to submit evidence;
4. Upon dissolution of a legal person- A Party to the Contract without succession, in the meaning of the legislation of the state in which the respective person is established;
5. Pursuant to the provisions under art. 5, par. 1, item 3 of the Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Related to Them and Their Beneficial Owners Act.

**(2)** The Contract may be terminated:

1. Upon mutual consent between the Parties expressed in writing;

2. When for **THE CONTRACTOR** insolvency or liquidation proceedings are opened- upon a request by **THE CONTRACTING AUTHORITY**;

**Art. 17. (1)** Each of the Parties may break the Contract in the event of culpable breach of a material obligation of the other party to the Contract under the conditions and with the consequences pursuant to art. 87 and the following of the Contracts and Obligations Act, a written notice being addressed by the non-defaulting Party to the defaulting-one and setting an appropriate term for implementation. Breaking of the contract shall not be allowed when the uncompleted part of the obligation is insignificant in terms of the interest of the non-defaulting Party.

**(2)** For the purpose of this Contract the Parties shall also consider as culpable breach of a material obligation of the **THE CONTRACTOR** all of the following cases:

1. when **THE CONTRACTOR** has not commenced due to its own fault performance of the Services within 30 (thirty) days as of the effective date;
2. **THE CONTRACTOR** has stopped performance of the services for more than 30 (thirty) days;
3. **THE CONTRACTOR** has made a material deviation from the conditions for performing the procurement, the Technical specification or the Technical and price offer.

**(3) THE CONTRACTING AUTHORITY** may break the Contract only with a written notification to **THE CONTRACTOR** and without giving them an additional term for performance if due to a delay of **THE CONTRACTOR** it has become useless or if the obligation should have been performed namely in the term agreed.

**Art. 18. (1) THE CONTRACTING AUTHORITY** shall terminate the Contract in the cases under art. 118, par. 1PPA without a compensation being due to **THE CONTRACTOR** for damages incurred from termination of the Contract, unless the termination is pursuant to art. 118, par. 1, item 1 PPA. In the latter case the amount of the compensation shall be set in a protocol or an agreement signed by the Parties and if no agreement is reached- pursuant to the dispute resolution clause of this Contract.

**Art. 19.** In all cases of Contract termination, except for dissolution of a legal person- Contractual party with no succession:

1. **THE CONTRACTING AUTHORITY** and **THE CONTRACTOR** shall prepare a protocol of findings as of the time of termination of work and the amount of the payments possibly due; and
2. **THE CONTRACTOR** shall be obliged to:
  - a) suspend provision of the Services, except for such activities which may be required and requested by **THE CONTRACTING AUTHORITY**;

b) submit to **THE CONTRACTING AUTHORITY** all documents prepared by them in performance of the Contract by the date of termination; and

c) return to **THE CONTRACTING AUTHORITY** all documents and materials owned by **THE CONTRACTING AUTHORITY** and which have been provided to **THE CONTRACTOR** in relation to the subject matter of the Contract.

**Art. 20.** In the event early termination of the Contract **THE CONTRACTING AUTHORITY** shall have to pay to **THE CONTRACTOR** the services actually performed and accepted pursuant to the procedure established.

### VIII. LIABILITY IN THE EVENT OF DEFAULT

**Art.21. (1)** In the event that **THE CONTRACTOR** has not completed the activities within the terms under art. 5 and the delay is not due to actions or inactions of **THE CONTRACTING AUTHORITY** or an unforeseen circumstance or actions (acts) of third parties different from **THE CONTRACTOR**, **THE CONTRACTOR** shall be obliged to pay a penalty to **THE CONTRACTING AUTHORITY** at the amount of 3% per day of the Price for performing the contract but not more than 20% (twenty per cent).

**(2)** In the event of a delayed performance of any other obligation under this Contract by **THE CONTRACTOR**, the latter shall owe to **THE CONTRACTING AUTHORITY** a penalty at the amount of 0,05% of the Price for completion of the individual archeological site per day for each day of delay but not more than 20% (twenty per cent) of the Contract performance price.

**Art. 22. THE CONTRACTING AUTHORITY** shall have the right to deduct the penalties incurred from the Price for completing the individual archeological site.

### IX. JURISDICTION

**Art. 23.** All disputes which may arise in connection with this contract, on the occasion of its performance or interpretation, including the disputes which have resulted from or related to its invalidity or termination, the parties shall have to settle by way of agreement between themselves.

**Art. 24.** In the event of inability to settle disputes through negotiations they shall be subject to consideration and settlement by the competent Bulgarian court.

### X. GENERAL PROVISIONS

**Art. 25. (1)** All notices between the parties in connection with this Contract shall be in writing. Notices shall be received at the following addresses:

**1. For THE CONTRACTING AUTHORITY:** Address: Sofia, 1000, 13 Veslets Street, fl. 2

Contact person:

Dimitar Spassov;

e-mail: [dimitar.spassov@icgb.eu](mailto:dimitar.spassov@icgb.eu)

Stanislav Petkov

e-mail: [stanislav.petkov@icgb.eu](mailto:stanislav.petkov@icgb.eu)

**2. for THE CONTRACTOR:** .....

**(2)** In the event of change in the previous paragraph each of the parties shall have to notify the other in writing within 3 days of the change.

**(3)** Any communication and notices between the parties on occasion of the Contract shall be in writing via registered mail with acknowledgment of receipt, courier service or in another way that provides an option to evidence reception of the message. When any of the Contractual parties provides to the other party also an electronic copy of a document, communication or notice, in the event of a mismatch between the contents between the hard and soft copy, the hard copy records shall be considered valid.

**(4)** For issues not settled in this contract the provisions of effective Bulgarian legislation shall apply. This Contract is signed in 2 (two) uniform copies – 1(one) for THE **CONTRACTOR** and 1 (one) for **THE CONTRACTING AUTHORITY**.

APPENDICES:

1. Appendix № 1 – TECHNICAL OFFER
2. Appendix № 2 – PRICE OFFER
3. Appendix № 3 – TECHNICAL SPECIFICATION.

**for THE CONTRACTING AUTHORITY:**

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Konstantinos Karagiannakos- Executive Officer

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Teodora Dimitrova Georgieva-Mileva – Executive Officer

**for THE CONTRACTOR**

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