

GUIDELINES

TO THE NOTICE FOR COLLECTING OFFERS FOR AWARDING THE PUBLIC
PROCUREMENT FOR:

„FEASIBILITY STUDY FOR COMPRESSOR STATION ON IGB PIPELINE”

PURSUANT TO THE PROCEDURE OF CHAPTER TWENTY-SIX , ART. 187 AND THE
FOLLOWING OF THE PUBLIC PROCUREMENT ACT

Sofia, 2018

TABLE OF CONTENTS

GUIDELINES.....	1
1. CONTRACTING AUTHORITY.....	3
2. GENERAL PROVISIONS.....	3
3. PARTICIPATION CONDITIONS.....	3
4. FINANCIAL PROVISIONS.....	4
5. CONTENT OF THE OFFER. PREPARATION AND SUBMISSION.....	4
6. CONCLUDING A CONTRACT FOR AWARDED THE PROCUREMENT.....	6
TECHNICAL SPECIFICATION.....	7
1. Project description and objectives.....	8
1.1. Initial design and hydraulic considerations.....	8
1.2. Design changes, TAP interconnection.....	9
1.3. Current pressure conditions in the adjacent TSO's (DESFA, TAP, BTG).....	9
2. Scope of services.....	9
2.1. General.....	9
2.2. Hydraulic screening study.....	10
2.3. Identification of suitable locations for the compressor station.....	11
2.4. Preliminary compressor station configuration.....	11
2.5. Attachments and input data.....	11
APPENDIX № 1.....	12
APPENDIX № 2.....	13
APPENDIX № 3.....	15
APPENDIX № 4.....	16
APPENDIX № 5.....	17
APPENDIX № 6.....	18
APPENDIX № 7.....	19
APPENDIX № 8.....	20
APPENDIX № 9.....	22
APPENDIX № 10.....	24

1. CONTRACTING AUTHORITY.

ICGB AD

2. GENERAL PROVISIONS.

The procedure and conditions under which a contractor for the public procurement will be nominated pursuant to the Public Procurement Act (PPA) and the Rules for Application of the Public Procurement Act (RAPPA).

3. PARTICIPATION CONDITIONS.

3.1. For performance of the public procurement any Bulgarian or foreign natural or legal person or their alliances which meet the requirements of the Contracting authority and for which the circumstances under art. 54, par. 1, item 1-5 and 7 PPA do not exist may submit an offer as well as any other formation which is entitled to perform the services under the subject of the procurement pursuant to the legislation of the country in which it is established.

3.2. Each participant may submit only one offer.

3.3. A person which participates in an alliance or has given consent to be a subcontractor of another applicant or participant may not submit an offer individually.

3.4. In a procedure for public procurement award a natural or legal person may participate in only one alliance.

3.5. Related persons may not be individual participants in one and the same procurement.

“Related persons” means:

a) persons one of which controls the other person or its subsidiary;

b) persons the activities of which are controlled by a third party;

c) persons who jointly control a third party;

d) spouses, relatives in the direct line without limitation and in the collateral line up to fourth degree inclusive, and relatives by affinity up to the fourth degree inclusive.

“Control” exists where one person:

a) holds, including through a subsidiary or under an agreement with another person, more than 50 percent of the votes at the general meeting of a company or another legal authority; or

b) may appoint, directly or indirectly, more than half of the members of the governing or the control body of a legal authority; or

c) may otherwise exercise a decisive influence on the decision-making in relation to the business of a legal authority.

3.6. Variants of the offer are not allowed.

3.7. When preparing the offer each participant shall have to strictly comply with the conditions announced by the contracting authority.

3.8. The offer together with all accompanying documents shall be prepared in English.

3.9. By expiry of the deadline for submission of offers each participant may change, add to or withdraw its offer.

3.10. The Contracting authority shall exclude a participant to which the grounds of art. 54, par. 1, item 1-5 and 7 PPA apply which have arisen before or at the time of the procurement. The latter shall be also applied when a participant in the procedure is an alliance of natural and/or legal persons and any of the grounds for exclusion is applicable for a member of the alliance.

3.10.1. A participant in the procedure for which there are grounds for exclusion shall have the right to submit evidence that it has taken measures which guarantee its reliability pursuant to art. 56, par. 1 PPA, namely that:

- they have paid off their obligations under Art. 54, Par.1, item 3 PPA, including the accrued interests and/or fines or that they have been deferred, delayed or guaranteed;
 - they have paid or are in a process of payment of due compensation for all the damages incurred as a result of the crime or violation committed by them;
 - they have explained exhaustively the facts and circumstances, having actively assisted the competent bodies, and have fulfilled concrete recommendations, technical, organizational and human resource measures through which new crimes or violation will be prevented.
- the grounds for exclusion are applied until the periods set in art. 57, par. 3 PPA expire.

The grounds for exclusion shall be applied until expiry of the terms stipulated in art. 57, par. 3 PPA.

3.11. All samples of documents are published on the Buyer's profile of the Contracting Authority on the website indicated in the notice.

3.12. All costs related to preparation and submission of offers are at the expense of participants.

3.13. When preparing the offer participants shall be obliged to comply with the requirements of the Contracting Authority.

3.14. Subcontractors shall have to meet the respective selection criteria as per the type and part of the procurement they are to perform and no grounds for exclusion from the procedure to be valid for them. The contracting authority shall require a subcontractor that does not meet these requirements to be replaced.

4. FINANCIAL PROVISIONS.

4.1. The total cost of the offer of participants, the procurement respectively, may not exceed the forecast values set in the notice.

4.2. The financial offer shall contain prices in EURO.

4.3. Prices offered are fixed and are not subject to further change for the period of effectiveness of the contract except in cases of a reduction (to the benefit of the contracting authority) in compliance with the provisions of PPA and RAPP.

4.4. Payment of the price shall be made as indicated in the draft contract.

5. CONTENT OF THE OFFER. PREPARATION AND SUBMISSION.

5.1. Participants shall have to submit offers within the period set in the notice. Each offer shall be submitted in a sealed, not damaged, non-transparent envelope by the participant in person or by a representative authorized by them or via registered mail with acknowledgement of receipt, by courier and shall be addressed to the place/ address indicated in the notice.

5.2. The envelope shall contain:

- name of the participant, including participants in the alliance when applicable;
- correspondence address, telephone and if possible- a fax number and e-mail;
- name of the procurement.

5.3. In the event that the participant sends the offer via registered mail, costs shall be borne by them. In this case it shall send the offer in such a way that it is guaranteed that it will arrive at the address indicated by the Contracting Authority within the period set for submission of offers. The risk of delay or loss of offers shall lie with the participant.

5.4. Offers submitted after the deadline or which are in an unsealed envelope or their envelope has been damaged shall not be accepted.

When as of the time of expiry of the deadline for submission of offers at the place for their submission there are people still waiting, they shall be included in a list which is signed by a representative of the Contracting Authority and by the people present. The offers of the people from the list shall be entered into the register. Offers by people who are not on the list may not be accepted.

5.5. Upon a written request made up to three days before expiry of the deadline for submission of offers the contracting authority shall publish on the next working day at the latest at <http://www.icgb.eu/buyers-profile/notifications-and-invitations> in the section Buyer's profile, Notifications and Invitations, written clarifications on the conditions of the public procurement.

5.6. The offer shall contain the following documents:

5.6.1. A list of documents contained in the offer signed and sealed by the participant, as per Appendix 1.

It is advisable that documents in the offer are ordered as per the order in which they are listed.

5.6.2. An offer for participation, as per Appendix 2.

5.6.3. A declaration under art. 97, par. 5 of RAPP (for the circumstances under art. 54, par. 1, item 1, 2 and 7 PPA), as per Appendix 3.

5.6.4. A declaration under art. 97, par. 5 of RAPP (for the circumstances under art. 54, par. 1, item 3-5 PPA), as per Appendix 4.

5.6.5. A list of services which are identical or similar to the public procurement as per Appendix 5.

5.6.6. Information on the participant as per Appendix 6.

5.6.7. A declaration under art. 66, par. 1 PPA for using subcontractors if the participant plans such and a Declaration for consent to participate as a subcontractor if the participant plans subcontractors as per Appendix 7, if applicable.

5.6.8. A technical offer, as per Appendix 8

- An authorization document when the person submitting the offer is not the legal representative of the participant;

5.6.9. A Price offer, as per Appendix 9:

When the participant is an alliance of natural and/or legal persons, which is not an individual legal person, a copy of a document for alliance shall be presented from which the grounds for its establishment shall have to be clear, allocation of participation and the activities and responsibilities of the persons in performance of the activities from the procurement and the person representing it and when the document for establishing an alliance does not indicate the person representing the participants in the alliance- a document shall have to be presented, too signed by the persons in the alliance which indicates the person representing it.

When alliances which are not legal persons participate, compliance with the conditions participants should meet (including the requirements for financial and economic conditions, technical capacity and qualification when applicable) is evidenced by the alliance as a whole and not by each of the persons included in it, except for the respective registration, provision of a certificate or another condition required for performance of the procurement pursuant to the requirements of a normative or administrative act and as per the allocation of participation of persons in performance of the activities envisaged in the document for establishment of an alliance.

5.7. The offer shall be signed by the representative of the participant or by the duly authorized for this purpose persons where an authorization document is attached to the offer by the person managing the participant.

5.8. All documents, which are not in the original and for which a certification by a notary is not required, shall have to be certified by the participant on each page with 'A true copy of the original' and the signature of the person/s representing the participant/s.

5.9. Upon acceptance of the offer, the number, date and time of receiving it are indicated on the envelope and the data are entered into an incoming register for which a document is issued to the person delivering it.

5.10. The committee appointed through an order by the Contracting Authority opens the offers as per the order in which they have been submitted and announces the price offers. Representatives of the participants may be present during this procedure.

5.11. Opening the offers shall be done at the place, date and time indicated in the notice.

5.12. The committee shall prepare a protocol for consideration and assessment of the offers and for ranking of the participants. The protocol is presented to the Contracting Authority for confirmation following which on one and the same day it is sent to participants and published on the buyer's profile.

6. CONCLUDING A CONTRACT FOR AWARDING THE PROCUREMENT.

6.1. The Contracting Authority shall conclude a written contract with the participant ranked first and nominated for contractor after agreeing on the date and procedure for concluding it.

6.2. Before concluding a contract for public procurement, the Contracting Authority shall require from the participant nominated for contractor to submit updated documents certifying the non-existence of the grounds for exclusion from the procurement as well as compliance with the conditions set in the notice. The documents shall be also submitted for the subcontractors and third parties if there are such.

6.3. The Contracting Authority shall conclude a contract for public procurement with the contractor nominated within one month as of the date of nominating the contractor.

6.4. The Contracting Authority shall not conclude a contract when the participant ranked first:

- refuses to conclude a contract;
- fails to comply with any of the conditions under item 6.2 or
- fails to prove that there are no grounds for exclusion from the procedure.

6.5. When the participant nominated for contractor refuses to conclude a contract, the Contracting Authority shall terminate the procedure or nominate for contractor the participant ranked second. Failure to attend at the date agreed on is also taken as a refusal, except if failure to attend is due to objective reasons for which the contracting authority has been timely notified.

6.6. For all unsettled issues the provisions of the Public Procurement Act and the Rules for Application of the Public Procurement Act shall apply.

TECHNICAL SPECIFICATION

TO THE NOTICE FOR COLLECTING OFFERS FOR AWARDING THE PUBLIC
PROCUREMENT FOR:

„FEASIBILITY STUDY FOR COMPRESSOR STATION ON IGB PIPELINE”

PURSUANT TO THE PROCEDURE OF CHAPTER TWENTY-SIX, ART. 187 AND THE
FOLLOWING OF THE PUBLIC PROCUREMENT ACT

1. Project description and objectives

1.1. Initial design and hydraulic considerations

Current design of IGB pipeline takes in account following operation scenarios:

Greece to Bulgaria operation			
Phase 1	Free Flow Condition – without compression at Kipi border station – 1.4 bcm/y capacity	Supply pressure from Komotini	45 barg
		Delivery pressure to Stara Zagora	42 barg
Phase 2	Free Flow Condition – with compression at Kipi border station - 3 bcm/y capacity	Supply pressure from Komotini	57 barg
		Delivery pressure to Stara Zagora	42 barg
Phase 3	With Compression on IGB pipeline - 5 bcm/y capacity	Supply pressure from Komotini	57 barg
		Delivery pressure to Stara Zagora	52 barg

With above pressure at the IGB pipeline battery limits, a gas flow of 1.4 bcm/y was expected in Phase 1, which would be increased up to 3 bcm/y, once DESFA installs compression at Kipi border station. The ultimate IGB pipeline capacity has been considered equal to 5 bcm/y, in Phase 3 where a compressor station would be installed as part of the IGB pipeline system.

Also, Bulgaria to Greece operation scenario (reverse flow case) is considered under following conditions:

Bulgaria to Greece operation (reverse flow case)			
	Free Flow Condition – without compression at Kipi border station – 1.8 bcm/y capacity	Supply pressure from Stara Zagora	40.4 barg
		Delivery pressure to Komotini	36.23 barg

ICGB assigned a detailed hydraulic study of the above-mentioned scenarios that takes in account the final design (exact pipe line route) of the IGB pipe line between the interconnection points of DESFA at Komotini and Bulgartransgas (BTG) at Stara Zagora. Also, the take-offs at Kardzhali and Dimitrovgrad are considered.

1.2. Design changes, TAP interconnection

Due to the development of the South Gas Corridor and the advance of the Trans-adriatic pipe line (TAP) ICGB took a decision to enlarge the planned GMS station at Komotini with interconnection to TAP in order to manage the gas flows from DESFA and TAP in one common facility.

ICGB assigned a feasibility study for extension of the GMS at Komotini with the additional facilities needed for the interconnection to TAP.

1.3. Current pressure conditions in the adjacent TSO's (DESFA, TAP, BTG)

With the start of negotiations with the adjacent TSO's for signing of Interconnection agreements a different situation with the pressure conditions appears for the IGB pipe line. The adjacent TSO's did not confirm the initial pressure and hydraulic considerations described in point 1.1.

BTG

BTG revised the required minimum pressure at the Stara Zagora interconnection point to **46,5** barg.

DESFA

DESFA also did **not confirm** the maximum delivery pressure of **45** barg at Komotini in its pipe line system. DESFA revised the pressure conditions at the interconnection point with IGB as follows: **35** barg for **1,1** bcm/y and **40** barg for **0,73** bcm/y. Further details are given in a letter from DESFA which will be handed over to the Contractor after signature of the Contract.

Taking into consideration the above no free flow from Greece to Bulgaria is guaranteed without limitations through DESFA gas pipe line.

TAP

Despite the fact that its maximum operational pressure is 93 barg TAP also guarantees a **minimum** pressure of **45** barg at its interconnection point with IGB.

During the negotiations with TAP ICGB required 50 barg for 1 bcm/y scenario and 60 barg for 3 bcm/y. These requirements are considered as realistic due to the fact that TAP plans to operate a compressor station at Kipi at the very beginning of TAP's operation.

Also, the pressure condition formally guaranteed by TAP at Komotini does not guarantee free flow to Bulgaria for the revised minimum pressure.

2. Scope of services

2.1. General

The circumstances described in point 1 generally restricts IGB pipe line to operate as reliable gas transportation system under free flow conditions and to transport without limitations natural gas quantities from DESFA to BTG or from TAP to BTG.

In order to find a solution to guarantee reliable gas transportation at the conditions confirmed by the adjacent TSO's a feasibility study shall be prepared aiming to screen and propose the optimum configuration of a compressor station in the IGB pipe line system.

The compressor station shall cover following requirements:

- gas transportation up to 3 bcm/y under the new pressure conditions confirmed by the adjacent TSO's and
- balancing of the two gas flows at Komotini – from TAP and DESFA – with different pressures and filling of IGB by both systems simultaneously with control on the flow of each system.

The result of the study shall be proposal(s) for installation of compressor station(s) under the best economic conditions, considering location, scalability, power supply (electrical driven or driven through gas combustion), CAPEX, OPEX, permitting, etc.

Also, the reverse-flow scenario given in point 1.1 shall be analyzed under the condition of installed compressor unit.

An additional general assessment shall be performed taking in consideration the preferred option for compression station under the above conditions (3 bcm/y scenario and flow balancing). The assessment shall contain a short answer to the question whether the proposed compressor station configuration for gas transportation of up to 3 bcm/y can serve as a basis for the development of up to 5 bcm/y scenario (Phase 3) given in point 1.1, by means of scalability of the compressor units and/or including of additional equipment and shall content an overall estimation/forecast of the costs for the upgrade. For avoidance of doubt the Contracting authority clarifies that this task does not constitute and does not require performance of any simulations or calculations with different scenarios for this case (5 bcm), in order to identify suitable locations or elaborate any plot plans for the upgrade of the compressor unit(s) and to estimate the costs for the upgrade. The assessment for the upgrade including estimation of costs will be based on Engineer's experience.

Within this feasibility study, the following tasks shall be performed:

- hydraulic study, to explore the various hydraulic scenarios and to identify the optimum compressor station configuration;
- identification of suitable locations for the compressor station and pipe arrangements;
- preliminary compressor station configuration;
- cost estimation.

2.2. Hydraulic screening study

The hydraulic analysis shall be performed for the certain flow rates under different pressure conditions: data confirmed by TAP, DESFA and BTG; report on the current situation of BTG system and the pressure conditions at Stara Zagora; pipeline and gas properties considered in the current design and the main assumption for gas distribution among the IGB system taken in account in the hydraulic study performed by ICGB as mentioned in point 1.1. The data will be provided by ICGB upon contract award.

Pipeline routing including route elevations shall be also taken into consideration.

The analysis will seek the optimum number and capacities of the compressor units in terms of hydraulics, taking into consideration the minimum guaranteed delivery pressures of the adjacent TSO's.

Simulation outputs shall be the pipeline pressures and temperatures, compressor station suction and discharge pressures, and power requirements.

A hydraulic analysis report shall be prepared. The document shall report all the input data and the assumptions used, the analysis performed to simulate the system, the results of the analysis

in terms of hydraulic characteristics of the flow at the system critical points, the selected configuration, as well as the reasons for its choice.

2.3. Identification of suitable locations for the compressor station

Apart from the hydraulic point of view, the suitability of a location for the compressor station depends on other aspects, such as geomorphological issues, accessibility, availability of plots and authorization issues (e.g. possibility for connection with the existing power grid network) shall be investigated.

Desktop study shall be conducted, to identify the availability of plots suitable for the installation of a compressor station.

The study shall content assessment of the various areas and present a proposed location for the compressor station and at least two alternatives.

Preliminary pipeline(s) route to and from the proposed and the alternative plots for their interconnection with the IGB pipeline shall also be performed.

Consultation with national and local government authorities, for planning permission for the station construction, as well as site survey are **not** included in this scope of services.

2.4. Preliminary compressor station configuration

Following the hydraulic analysis, the study shall content a preliminary proposed configuration of the compressor stations.

The study shall provide information on:

- preliminary process flow diagram;
- the number and size of the compressor sets required;
- the fuel requirements;
- the main compressor/turbine set technical data (general data sheets);
- a preliminary layout (plot plan) of the compressor station;
- cost estimation – CAPEX, OPEX, permitting.

2.5. Attachments and input data

Except the main considerations described above, ICGB will provide following information that will serve as input data for the required analysis:

- hydraulic study of the free flow conditions with all its attachments;
- report on the current situation in BTG system and on the pressure options at the interconnection point with IGB at Stara Zagora;
- data from DESFA with pressure conditions at the interconnection point with IGB – flows and pressures under different conditions;
- preliminary study on the extension of GMS at Komotini with the additional facilities needed for the interconnection to TAP;
- any other data available to ICGB and considered as helpful.

APPENDIX № 1

LIST OF DOCUMENTS IN THE OFFER

Appendix №	Contents	Type of documents <i>/original or a certified copy/</i>
1.	List of documents contained in the offer – Appendix № 1	
2.	Offer for participation - Appendix № 2	
3.	Declaration under art. 97, par. 5 of RAPPА (for the circumstances under art. 54, par. 1, item 1, 2 and 7 PPA) - Appendix № 3	
4.	Declaration under art. 97, par. 5 of RAPPА (for the circumstances under art. 54, par. 1, item 3-5 PPA) - Appendix № 4	
5.	List of services which are identical or similar to the public procurement as per sample - Appendix № 5	
6.	Information on the participant – Appendix № 6	
7.	Declaration of consent to participate as a subcontractor in the public procurement – Appendix № 7	
8.	Technical offer – Appendix № 8 <ul style="list-style-type: none"> • An authorization document when the person submitting the offer is not the legal representative of the participant 	
9.	Price offer - Appendix № 9	
10.	Draft contract - Appendix № 10	

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

APPENDIX № 2

Name of the participant:	
Legal form of the participant:	<i>(the commercial company or alliances or another legal form)</i>
Registered seat	
UIC/Bulstat:	
Correct correspondence address:	<i>(country, city, postcode, street, №)</i>
Telephone number:	
Fax number:	
e-mail:	
Representative:	<i>(names, position or another capacity)</i>

OFFER

For participation in a procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following PPA for:

“Feasibility study for compressor station on IGB pipeline”

DEAR LADIES AND GENTLEMEN,

Hereby we submit our offer for participation in the public procurement announced by you through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following from of the Public Procurement Act for: **“Feasibility study for compressor station on IGB pipeline”**.

We hereby declare that we have been informed of the guidelines and conditions for participation in the public procurement announced by you, the requirements of PPA and RAPP. We agree to the conditions set by you and we accept them without objections.

We agree to abide by this offer for a period of (in words:)¹ calendar days after the date set as a deadline for receiving the offers for participation.

We will perform the procurement in accordance with the Technical offer and Price offer attached to this offer which are an integral part of it.

We accept, in the event our offer is accepted and we are nominated for contractor, to conclude a contract as per the draft attached.

In performance of the procurement [we will use/we will not use]² subcontractors.

The subcontractors that we will use for performance of the procurement, types of works that they will perform and the share of the procurement that we will assign to them are as follows:

¹ The validity period of the offer may not be less than 60 (sixty) days.

² The valid remains only.

№	Name	BULSTAT/UIC/ID №	Types of works it will perform	Share in the public procurement (per cent)

I hereby declare that upon a request by the Contracting authority documents/certificates and other forms of evidence from the country of the Participant's establishment will be submitted in connection with the circumstances declared with respect to technical and professional capabilities and/or qualification to perform professional activity.

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

APPENDIX № 3

DECLARATION

under art. 97, par. 5 of RAPPА (for the circumstances under art. 54, par. 1, item 1, 2 and 7 PPA³)

The undersigned:, ID №
....., issued on, by, permanent residence :
town/village of, municipality, district,
..... Street, block, floor, apartment, in my capacity of
....., representing,

(position)

Having its seat and management address
Tel./fax:, UIC/BULSTAT

A participant in a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following of the Public Procurement Act for:

„Feasibility study for compressor station on IGB pipeline”

I HEREBY DECLARE THAT:

1. I have not been:

- *convicted with an enforced verdict/ I have been rehabilitated⁴* for a crime under Art. 108a, Art. 159a – 159d, Art. 172, Art. 192a, Art. 194 - 217, Art. 219 - 252, Art. 253 - 260, Art. 301 - 307, Art. 321, 321a and Art. 352 – 353f of the Penal Code;

- *convicted with an enforced verdict/ I have been rehabilitated⁵* for a crime similar to the ones under item 1 in another Member State or a third state;

2. There is no conflict of interests which cannot be removed.

I have been informed that for declaring false data in this declaration I shall be liable pursuant to art. 313 of the Penal Code.

Date :

Declarer:

(signature)

³ The declaration for non-existence of the circumstances under art. 54, par. 1, item 1, 2 and 7 PPA shall be signed by the persons representing the participant (the persons under art. 40 RAPPА). When the participant is an alliance , the declaration is filled in also for the natural and/or legal persons members of the alliance.

⁴ The invalid is crossed or the valid is underlined

⁵ The invalid is crossed or the valid is underlined

APPENDIX № 4

DECLARATION

under art. 97, par. 5 of RAPPА (for the circumstances under art. 54, par. 1, item 3-5 PPA⁶)

The undersigned:, ID №
....., issued on, by, permanent residence :
town/village of, municipality, district,
..... Street, block, floor, apartment, in my capacity of
....., representing,

(position)

Having its seat and management address

Tel./fax:, UIC/BULSTAT

A participant in a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following of the Public Procurement Act for:

„Feasibility study for compressor station on IGB pipeline”

I HEREBY DECLARE THAT:

1.⁷ There are payables for taxes and obligatory security contributions in the meaning of art. 162, par. 2, item 1 of the Tax-Insurance Procedure Code and interests on them, to the state or to the municipality where the central office of the contracting authority is and of the applicant or participant, or analogical payables, established by an act of a competent body, under the legislation of the state, in which the applicant or participant represented by me has been established:

a) none

b) there are but rescheduling, delay or security has been admitted

c) there are but the payable is under a deed which has not been enforced.

d) The amount ** of the unpaid taxes or social security contributions due is not more than 1% of the amount of the annual total turnover for the last completed financial year

2. For the participant I represent there is no inequality in the cases under art. 44, par. 5 PPA;

3. For the participant I represent it has not been established that:

a) it has submitted a document with untrue contents, related to certification of the non-existence of grounds for exclusion or compliance with the selection criteria;

b) it has not submitted information required related to certifying the non-existence of grounds for exclusion or compliance with the selection criteria;

I am aware of the liability pursuant to art. 313 of the Penal Code for declaration of false data.

Date :

Declarer:

(signature)

⁶ The declaration for the circumstances under art. 54, par. 1, item 3-5 PPA shall be signed by the person/s who can represent the participant individually (the persons under art. 40 RAPPА). When the participant is an alliance , the declaration is filled in also for the natural and/or legal persons members of the alliance.

⁷ The valid hypothesis from the sub-items is underlined or the invalid hypotheses from the sub-items are crossed

APPENDIX № 5

LIST OF SERVICES WHICH ARE IDENTICAL OR SIMILAR TO THE PUBLIC PROCUREMENT PERFORMED OVER THE PAST THREE YEARS

The undersigned:, ID №, issued on, by, permanent residence : town/village of, municipality, district, Street, block, floor, apartment, in my capacity of, representing,

(position)

Having its seat and management address

Tel./fax:, UIC/BULSTAT

A participant in a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following of the Public Procurement Act for: **“Feasibility study for compressor station on IGB pipeline”**.

I hereby declare that over the past three years as of the date our offer is submitted we have performed the services described below, identical or similar to the subject of the particular public procurement as follows:

№	Subject of the service performed and a short description	Amount/price (VAT excluded) and quantity/number/volume of the service performed	Period of performing the service	Beneficiary of the service
1.				
2.				

In support of the listed services performed by us we hereby attach the following evidence:

1.

2.

I have been informed that for declaring false data in this declaration I shall be liable pursuant to art. 313 of the Penal Code.

Date :

Declarer:
(signature)

APPENDIX № 6

INFORMATION ON THE PARTICIPANT

in a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following of the PPA for:

“Feasibility study for compressor station on IGB pipeline”

1. Participant’s name, UIC or an equivalent commercial registration code if applicable:

2. Seat and management address:

Telephone : _____

fax : _____

e- mail _____

3. Contact person:

Name:

Position _____

Address _____

Telephone _____

fax: _____

Servicing bank: _____

Branch _____

IBAN _____

BIC _____

Account holder _____

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant’s representative]

APPENDIX № 7

DECLARATION ⁸

of consent to participate as a subcontractor in the public procurement

The undersigned:, ID №
....., issued on, by, permanent residence :
town/village of, municipality, district,
..... Street, block, floor, apartment, in my capacity of
....., representing,
(position)
Having its seat and management address,
Tel./fax:, UIC/BULSTAT

I HEREBY DECLARE THAT:

1. [I personally/The company represented by me [name of the company][□]] will [participate][□] as a subcontractor of the participant [participant's name], if it is selected for a contractor for the public procurement for “**Feasibility study for compressor station on IGB pipeline**”
2. The activities I am to perform as a subcontractor and the share of my participation are as declared by the participant [participant's name] in the Offer filled in and signed by them.
3. [I personally/The company represented by me] do/es not [participate] in the said procedure with an individual offer including as member of an alliance.

Date:

Declarer:

(signature)

⁸ To be filled in if there is a subcontractor.

* The valid remains

APPENDIX № 8

Name of the participant:	
Legal form of the participant:	<i>(the commercial company or alliances or another legal form)</i>
Registered seat	
UIC/Bulstat:	
Correct correspondence address:	<i>(country, city, postcode, street, №)</i>
Telephone number:	
Fax number:	
e-mail:	
Representative:	<i>(names, position or another capacity)</i>

TECHNICAL OFFER

for participation in a procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following PPA for:

“Feasibility study for compressor station on IGB pipeline”

DEAR LADIES AND GENTLEMEN,

Having been informed of the requirements of the public procurement pursuant to the procedure of chapter twenty-six, art. 187 and the following of the Public Procurement Act for: **“Feasibility study for compressor station on IGB pipeline”** we agree to the conditions set by you and we accept them without objections.

We hereby submit our offer for performance of the procurement under the following conditions:

We have been fully informed of the requirements of the Contracting authority, we are aware of the purpose and subject of the services falling within the scope of the public procurement and we declare that we are capable of performing them in a quality manner, fully to the benefit of the Contracting authority, in accordance with the highest professional and ethical standards.

We agree to and we fully accept to perform the services within the period set by the Contracting authority until full completion of all activities within the scope of the technical scope of work.

In accordance with the requirements of the Contracting authority we hereby declare that in performance of the procurement we will consider, consider and clearly reflect in the materials which we will provide as deliverables:

- a) Preparation of hydraulic study to explore the various hydraulic scenarios and to identify the optimum compressor station configuration;

b) Preparation of desk top study to identify the availability of plots suitable for the installation of a compressor station.

c) Preparation of a preliminary proposed configuration of the compressor stations including the following:

- ✓ preliminary process flow diagram;
- ✓ number and size of the compressor sets required;
- ✓ fuel requirements;
- ✓ main compressor/turbine set technical data (general data sheets);
- ✓ preliminary layout (plot plan) of the compressor station;
- ✓ cost estimation – CAPEX, OPEX, permitting.

The final documentation is to be submitted in English in electronic copies.

For performance of the procurement with the subject quoted above we attach the following as well⁹:

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Please find attached the following to the technical offer:

- /attachments are described if any/.

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

⁹ The participant describes its offer in a free format

APPENDIX № 9

Name of the participant:	
Legal form of the participant:	<i>(the commercial company or alliances or another legal form)</i>
Registered seat	
UIC/Bulstat:	
Correct correspondence address:	<i>(country, city, postcode, street, №)</i>
Telephone number:	
Fax number:	
e-mail:	
Representative:	<i>(names, position or another capacity)</i>

PRICE OFFER

for participation in a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following PPA for:

“Feasibility study for compressor station on IGB pipeline”

DEAR LADIES AND GENTLEMEN,

Having been informed of the requirements of the public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following of the Public Procurement Act for: **“Feasibility study for compressor station on IGB pipeline”** we agree to the conditions set by you and we accept them without objections.

We hereby submit our price offer as follows:

The total price offered by us in EURO for performance of the procurement with the subject quoted above is, **rounded to the second decimal place:**

...../in numbers and in words/ EURO VAT excluded

or

...../in numbers and in words/ EURO, VAT included

The prices per unit offered are final, for the whole period of the contract, and shall not be subject to change, including all costs for performance of the procurement, transportation included, etc..

Payment of the price for performance of the contract shall be made pursuant to the conditions of the documentation for participation, respectively the provisions of the contract for awarding public procurement.

Offering values above the forecast value are grounds for exclusion from participation in the procedure.

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

APPENDIX № 10

Draft Contract Agreement

<p style="text-align: center;">CONTRACT</p> <p style="text-align: center;">For award of public procurement for services</p> <p style="text-align: center;">No.....</p>	<p style="text-align: center;">ДОГОВОР</p> <p style="text-align: center;">За възлагане на обществена поръчка за услуги</p> <p style="text-align: center;">No.....</p>
<p>On this day2018, in Sofia, by and between:</p>	<p>Днес, 2018 г., в гр. София, между:</p>
<p>ICGB AD, UIC 201383265, having its seat and registered address in Sofia, 13 Veslets Str., represented by the Executive directors Teodora Georgieva-Mileva and Konstantinos Karagiannakos, hereinafter referred to as the Contracting Authority, on one side,</p>	<p>„Ай Си Джи Би“ АД, ЕИК 201383265, със седалище и адрес на управление: гр. София, ул. „Веслец“ № 13, представлявано от Изпълнителните директори Теодора Георгиева-Милева и Константинос Карагянакос, наричано по-нататък за краткост „Възложител“, от една страна,</p>
<p>and</p>	<p>и</p>
<p>....., hereinafter referred to as the Contractor, on the other side, referred to individually as Party and collectively as Parties</p>	<p>....., наричано по-нататък за краткост „Изпълнител“, от друга страна, поотделно наричани „Страна“, а заедно – „Страните“,</p>
<p>On the grounds of Art. 194, Para. 1 of the Bulgarian Public Procurement Act (“PPA”) as well as the Invitation No. P-14/..... 2018 by the CONTRACTING AUTHORITY for the award of the public procurement with the scope: „Feasibility study for compressor station on IGB pipeline”</p>	<p>На основание чл. 194, ал. 1 от Закона за обществените поръчки и обява с № P-14/.....2018г. на Възложителя за възлагане на обществена поръчка с предмет: „Предпроектно проучване за компресорна станция за газопровода IGB“</p>
<p>1 SUBJECT-MATTER AND SCOPE OF THE CONTRACT.</p> <p>Art. 1. (1) The CONTRACTING AUTHORITY assigns and the CONTRACTOR accepts to provide against remuneration and under the conditions of this Agreement the following services:</p> <p>1.1 Feasibility study for the compressor station on the IGB pipeline” including at least the following:</p>	<p>I. ПРЕДМЕТ И ОБХВАТ НА ДОГОВОРА</p> <p>Чл.1. (1) ВЪЗЛОЖИТЕЛЯТ възлага, а ИЗПЪЛНИТЕЛЯТ приема да изпълни срещу посочената по-долу Цена и при условия на този договор следните услуги:</p> <p>1.1 Проучване за изграждане на компресорна станция за Междусистемна газова връзка „Гърция-България“, което да обхваща най-малко следното:</p> <p>а) Изготвяне на хидравлично проучване с</p>

- d) **Preparation of hydraulic study to explore the various hydraulic scenarios and to identify the optimum compressor station configuration;**
- e) **Preparation of desk top study to identify the availability of plots suitable for the installation of a compressor station.**
- f) **Preparation of a preliminary proposed configuration of the compressor stations including the following:**
- ✓ preliminary process flow diagram;
 - ✓ number and size of the compressor sets required;
 - ✓ fuel requirements;
 - ✓ main compressor/turbine set technical data (general data sheets);
 - ✓ preliminary layout (plot plan) of the compressor station;
 - ✓ cost estimation – CAPEX, OPEX, permitting.

(2) The scope of services is described in Appendix No 1 “Scope of services” to this Contract herein.

(3) For the purpose of the performance of the consultancy service the CONTRACTING AUTHORITY shall provide the Contractor the following documents required for the performance of the present Contract:

- Initial hydraulic study of the free flow conditions with all its attachments;
- report on the current situation in BTG system and on the pressure options at the interconnection point with IGB at Stara Zagora;
- data from DESFA with pressure conditions at the interconnection point with IGB – flows and pressures under different conditions;
- preliminary study on the extension of GMS at Komotini with the additional facilities needed for the interconnection to TAP;

цел да се установят хидравличните възможности и да се идентифицира оптималната конфигурация на компресорната станция;

b) Изготвяне на проучване по документи, на база на което да се идентифицират възможностите за разполагане на компресорната станция;

c) Проучване за предварителна конфигурация на компресорната станция, което включва:

- ✓ предварителна процесна диаграма;
- ✓ брой и размер на компресорните единици, които се изискват;
- ✓ изискванията за горивото;
- ✓ основните технически данни за компресора (обща техническа спецификация);
- ✓ предварителен план на компресорната станция;
- ✓ оценка на разходите - CAPEX, OPEX, разрешителни.

(2) Обхватът на услугите е описан в Приложение No 1 “Обхват на услугите“ към настоящия договор.

(3) За целите на изпълнението на консултантската услуга Възложителят предоставя на Изпълнителя следните документи, необходими за изпълнението на настоящия договор:

- хидравлично изследване на условията на свободния поток с всички негови приложения;
- доклад за състоянието на системата на БТГ и за налягането в точката на свързване с IGB в Стара Загора;
- данни от DESFA за условията на налягане в точката на взаимно свързване с IGB - потоци и налягания при различни условия;
- предварителното проучване на разширяването на ГИС Комотини с допълнителните съоръжения, необходими за взаимното свързване с ТАП;

<p>(3) The CONTRACTING AUTHORITY shall provide the Contractor also any official information, guidelines and instructions from the competent authorities and institutions in the respective country which territory is connected with the Project as well as all newly prepared or newly received documents and information, which are up-to-date as of the conclusion of the Contract.</p>	<p>(3) Възложителят ще предостави на Изпълнителя всякаква друга официална информация, насоки и инструкции от компетентните органи и институции в съответната държава, чиято територия е свързана с Проекта, както и всички новообразувани или новоприети документи и информация, които са актуални към датата на сключване на Договора.</p>
<p>Art. 2. (1) The Agreement shall be effective as of the date of its signing by the Parties and the duration of the Agreement shall be (1) one month as of the date of submission of the documents under article 1, para 3 verified by virtue of double-sided acceptance protocol by the CONTRACTING AUTHORITY.</p> <p>(2) In case of occurrence of circumstances that warrant suspension, restoration and / or extension of the duration of the Contract under para 1, the Parties shall mutually notify in writing detailing the circumstances and reasons caused the suspension, restoration and / or extension, date of the occurrence and the conditions made it impossible to implement it. Any suspension, restoration and/or extension of the term for implementation of the Agreement shall be performed only upon the prior explicit written approval by the CONTRACTING AUTHORITY.</p>	<p>Чл. 2. (1) Договорът влиза в сила от датата на подписването му от Страните, като срокът за изпълнение е един (1) месец, считано от предоставянето от страна на Възложителя на документите по чл. 1, ал. 3, удостоверено с приемо-предавателен протокол.</p> <p>(2) В случай на настъпване на обстоятелства, които налагат спиране, възстановяване и/или удължаване на срока по ал. 1 за изпълнение на предмета на договора, Страните са длъжни взаимно да се уведомят за това писмено като подробно се описват обстоятелствата и причините, предизвикали спирането, възстановяването и/или удължаването, началната дата на настъпването им и условията, направили невъзможно изпълнението им. Спирането, възстановяването и/или удължаването на срока за изпълнение на настоящия договор ще имат действие само след изричното предварителното писмено одобряване от страна на ВЪЗЛОЖИТЕЛЯ.</p>
<p style="text-align: center;"><u>II. PRICES AND TERMS OF PAYMENT</u></p> <p>Art. 3. (1) For provision of the Services, the CONTRACTING AUTHORITY shall be obliged to pay the CONTRACTOR total price in the amount of EURO, VAT excluded in accordance with the Price offer in the Offer of the CONTRACTING AUTHORITY in Appendix No2 representing inseparable part of the present Agreement.</p> <p>(2) The price under para 1 comprises any expenses incurred by the CONTRACTOR for the execution of any of the Services pursuant to Art. 1, Para 1 hereinabove, including expenses for hiring personnel that should perform the activities and/or members of the management body who should be responsible for the execution, whereas the CONTRACTING AUTHORITY is not obliged to pay any other expenses whatsoever, made by the CONTRACTING AUTHORITY apart from the price under para 1.</p> <p>(3) The consented Price includes any direct and</p>	<p style="text-align: center;"><u>II. ЦЕНИ И НАЧИН НА ПЛАЩАНЕ.</u></p> <p>Чл. 3. (1) За предоставянето на Услугите, ВЪЗЛОЖИТЕЛЯТ се задължава да плати на ИЗПЪЛНИТЕЛЯ обща цена в размер на Евро без ДДС съгласно Ценово предложение на ИЗПЪЛНИТЕЛЯ към Оферта, представляваща Приложение №2 към настоящия договор.</p> <p>(2) В цената по ал. 1 са включени всички разходи на ИЗПЪЛНИТЕЛЯ за предоставяне на Услугите по чл.1, ал.1, включително и разходите за персонала, и/или на членовете на ръководния състав, които ще отговарят за изпълнението, като ВЪЗЛОЖИТЕЛЯТ не дължи заплащането на каквито и да е други разноски, направени от ИЗПЪЛНИТЕЛЯ извън цената по ал.1.</p> <p>(3) Уговорената Цена включва всички преки и непреки</p>

<p>indirect expenses for the execution of this Agreement as well as the due taxes and fee. The Price cannot be amended except if pursuant to the explicitly stipulated provisions of Public Procurement Act (PPA).</p>	<p>разходи за изпълнение на Договора, както и дължимите данъци и такси, и не може да бъде променяна, освен в случаите, изрично уговорени в разпоредбите на ЗОП.</p>
<p>Art. 4. (1) The CONTRACTING AUTHORITY shall pay the CONTRACTOR the Price under this Agreement after the execution of all activities related to the Services following submission of report for the performed activities in 5 (five) working days under article 10, para 1 and following the signing of mutual handover protocol without objections in 10 (ten) calendar days as of the completion of the Services.</p> <p>(2) The payment shall be performed on the basis of accepted report, signed mutual handover protocol without objections and invoice of the due sum issued by the CONTRACTOR and presented to the CONTRACTING AUTHORITY.</p> <p>Art. 5. All payments shall be made in EURO by bank transfer to the following bank account of CONTRACTOR: Bank..... IBAN: BIC: Owner of the bank account:.....</p>	<p>Чл. 4. (1) ВЪЗЛОЖИТЕЛЯТ заплаща на ИЗПЪЛНИТЕЛЯ цената за изпълнението на Услугите след представянето на отчет за извършената работа в срок до 5 (пет) работни дни по смисъла на чл. 10, ал.1 и след подписването на двустранен приемо-предавателен протокол без забележки в срок до 10 /десет/ календарни дни от приключването на изпълнение на Услугите.</p> <p>(2) Плащането на цената по този Договор се извършва въз основа на приет отчет, подписан без забележки двустранен приемо-предавателен протокол и фактура за дължимата сума, издадена от ИЗПЪЛНИТЕЛЯ и представена на ВЪЗЛОЖИТЕЛЯ.</p> <p>Чл. 5. Всички плащания по този Договор се извършват в евро чрез банков превод по следната банкова сметка на ИЗПЪЛНИТЕЛЯ: Банка..... IBAN: BIC: Титуляр на сметката:</p>
<p>III. <u>RIGHTS AND OBLIGATIONS OF THE PARTIES</u></p> <p>Art. 6. The CONTRACTOR has the following rights:</p> <ol style="list-style-type: none"> 1. To receive the Price at the amount, terms and under the conditions of the present Agreement; 2. To request and receive by the CONTRACTING AUTHORITY the necessary cooperation for the execution of the obligations under this Agreement as well as all necessary documents, information and data directly related or necessary for the execution of the Agreement. 	<p><u>III. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ</u></p> <p>Чл. 6. ИЗПЪЛНИТЕЛЯТ има право:</p> <ol style="list-style-type: none"> 1. да получи Цената в размера, сроковете и при условията на този Договор; 2. да иска и да получава от ВЪЗЛОЖИТЕЛЯ необходимото съдействие за изпълнение на задълженията по този Договор, както и всички необходими документи, информация и данни, пряко свързани или необходими за изпълнение на Договора.

Art. 7. The CONTRACTOR is obliged:

1. provide the Services and perform its obligations under this Agreement in the consented terms in compliance with the Agreement;
2. timely to provide the full scope of the information required by the CONTRACTING AUTHORITY in the course of the performance of the Services;
3. to present the report to the CONTRACTING AUTHORITY for the performed activities and to modify and/or supplement them within the term specified by the CONTRACTING AUTHORITY when the CONTRACTING AUTHORITY requests so;
4. to inform timely the CONTRACTING AUTHORITY for any obstacles which rise in the course of the work as well as to suggest solutions for their removal whereas instructions and/or cooperation by the CONTRACTING AUTHORITY might be requested;
5. to follow all lawful instructions and requirements of the CONTRACTING AUTHORITY;
6. to keep confidential the Confidential information in compliance with the terms of this Agreement;
7. to participate in all working meetings or conference calls related to the execution of this Agreement.

Art. 8. The CONTRACTING AUTHORITY is

Чл. 7. ИЗПЪЛНИТЕЛЯТ се задължава:

1. да предостави Услугите и да изпълнява задълженията си по този Договор в уговорените срокове и качествено, в съответствие с Договора;
2. своевременно да представя цялата информация, изисквана от ВЪЗЛОЖИТЕЛЯ в хода на изпълнението на Услугите;
3. да представи отчет на ВЪЗЛОЖИТЕЛЯ за извършените дейности и да извърши преработване и/или допълване в указания от ВЪЗЛОЖИТЕЛЯ срок, когато ВЪЗЛОЖИТЕЛЯТ е поискал това;
4. да информира своевременно ВЪЗЛОЖИТЕЛЯ за всички пречки, възникващи в хода на изпълнението на работа, да предложи начин за отстраняването им, като може да поиска от ВЪЗЛОЖИТЕЛЯ указания и/или съдействие за отстраняването им;
5. да изпълнява всички законосъобразни указания и изисквания на ВЪЗЛОЖИТЕЛЯ;
6. да пази поверителна и конфиденциалната информация, в съответствие с уговореното в този Договор;
7. да участва във всички работни срещи или конферентни разговори, свързани с изпълнението на този Договор.

entitled to:

1. request and receive the Services within the consented term, quantity and quality;
2. control the performance of the CONTRACTOR's obligations including to request and receive information by the CONTRACTOR throughout the entire term of the Agreement, or to check the performance at the site if necessary but without hindering the due performance;
3. request upon necessity and his sole own discretion explanations on behalf of the CONTRACTOR about the performed works or their respective part;
4. refuse to approve the Services and/or refuse to pay the Price (or part of it) if the CONTRACTOR has diverted from the assignment or the performed work has material defects, or in case of partial or full default of obligations, or if the CONTRACTOR has breached any provision of the Agreement whatsoever;
5. refuse performance of any part of the Services where the CONTRACTOR must be notified about not later than 7 (seven) days prior the commencement of the performance of the respective Services. In such a case the Price is subject to reduction by the value of the respective Services or the part of the Services whose performance has been refused by the CONTRACTING AUTHORITY.

Art.9. The CONTRACTING AUTHORITY undertakes to:

1. accept the performance of the Services when it corresponds to the consented conditions under the applicable procedure in the Agreement;

Чл. 8. ВЪЗЛОЖИТЕЛЯТ има право:

1. да изисква и да получи Услугите в уговорения срок, количество и качество;
2. да контролира изпълнението на поетите от ИЗПЪЛНИТЕЛЯ задължения, в т.ч. да иска и да получава информация от ИЗПЪЛНИТЕЛЯ през целия срок на Договора, или да извършва проверки, при необходимост и на мястото на изпълнение на Договора, но без с това да пречи на изпълнението;
3. да изисква, при необходимост и по своя преценка, обосновка от страна на ИЗПЪЛНИТЕЛЯ на изработеното от него в цялост или съответна част от тях при изпълнение на услугите по този Договор;
4. да откаже да одобри Услугите и/или да откаже плащане на Цената (или на част от нея), ако ИЗПЪЛНИТЕЛЯТ се е отклонил от заданието или в работата му има съществени недостатъци, или има частично или пълно неизпълнение, или ако ИЗПЪЛНИТЕЛЯТ по някакъв друг начин е извършил нарушение на Договора;
5. да се откаже от изпълнението на част от Услугите, за което ИЗПЪЛНИТЕЛЯТ трябва да бъде уведомен не по-късно от 7 дни преди началото на изпълнението на съответните Услуги. В този случай Цената се намалява със стойността на съответните Услуги или с частта от тях, от която ВЪЗЛОЖИТЕЛЯТ се е отказал.

Чл. 9. ВЪЗЛОЖИТЕЛЯТ се задължава:

1. да приеме изпълнението на Услугите, когато отговаря на договореното, по реда и при условията на този Договор;

2. pay to the CONTRACTOR the Price at the amount and under the conditions consented in this Agreement;
3. provide and procure access for the CONTRACTOR to information that is necessary for the performance of the Services within the scope of the Agreement in compliance with the respective requirements and limitations under the applicable laws;
4. keep the Confidential information in compliance the provisions of the present Agreement;
5. assist to the CONTRACTOR for the execution of the Agreement including overcoming any obstacles that occur prior to the execution of the Agreement when so requested by the CONTRACTOR.

2. да заплати на ИЗПЪЛНИТЕЛЯ цената в размера, по реда и при условията, предвидени в този Договор;
3. да предостави и осигури достъп на ИЗПЪЛНИТЕЛЯ до информацията, необходима за извършването на Услугите, предмет на Договора, при спазване на относимите изисквания или ограничения съгласно приложимото право;
4. да пази конфиденциалната информация, в съответствие с уговореното по този договор;
5. да оказва съдействие на ИЗПЪЛНИТЕЛЯ във връзка с изпълнението на този Договор, включително и за отстраняване на възникнали пречки пред изпълнението на Договора, когато ИЗПЪЛНИТЕЛЯТ поиска това.

IV. HANDING OVER PROTOCOL AND ACCEPTANCE OF PERFORMANCE.

Art. 10 (1) The CONTRACTOR shall submit to the CONTRACTING AUTHORITY the documents under article 1, para 1 in English language electronically.

(2) Within 10 (ten) calendar days as of receipt of the documents, the CONTRACTING AUTHORITY shall send to the CONTRACTOR written comments on the implementation of the assigned service if there are any such comments, and the CONTRACTOR is obliged to complete, amend or redraft the documentation for implementation of the subject matter of the Agreement.

(3) Completed, amended or redrafted documentation, including reflection of new data/analysis shall be submitted within 10 (ten) calendar days after submission of comments and /or provision of guidance by the CONTRACTING AUTHORITY under the terms and conditions of this Section.

IV. ПРЕДАВАНЕ И ПРИЕМАНЕ НА ИЗПЪЛНЕНИЕТО.

Чл. 10. (1) ИЗПЪЛНИТЕЛЯТ предоставя на ВЪЗЛОЖИТЕЛЯ документите по чл. 1, ал. 1 на английски език в електронно копие.

(2) В рамките на 10 (десет) календарни дни от получаване на документите по електронен път, ВЪЗЛОЖИТЕЛЯТ ще изпрати на ИЗПЪЛНИТЕЛЯ писмени коментари по изпълнението на възложената услуга, ако има такива коментари и ИЗПЪЛНИТЕЛЯТ е задължен да допълни, измени или препише документацията за изпълнението на предмета на договора.

(3) В срок от 10 (десет) календарни дни след представяне на коментарите и/или предоставяне на насоки от страна на ВЪЗЛОЖИТЕЛЯ, при условията и по реда на този раздел, се представят попълнени, изменени или преработени документи, включително отразяване на нови данни/анализ.

<p>(4) The handing over of Services under article 1, para 1 of the present Agreement shall be verified by report elaborated by the CONTRACTOR in 5 (five) working days as of the performance of the Services and following mutual handover protocol for acceptance of the report and the performed Service without objections which shall be signed by representatives of CONTRACTING AUTHORITY and the CONTRACTOR in two original copies – one for each Party.</p>	<p>(4) Предаването на изпълнението на Услугите, описани в чл. 1, ал. 1 от настоящия Договор се удостоверява с отчет, съставен от ИЗПЪЛНИТЕЛЯ в срок до 5 /пет/ работни дни от извършване на услугите и двустранен приемо-предавателен протокол за приемане на отчета и извършената услуги без забележки, който се подписва от представители на ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ в два оригинални екземпляра – по един за всяка от Страните.</p>
<p style="text-align: center;"><u>V. SANCTIONS IN CASE OF DEFAULT</u></p> <p>Art. 11. (1) The CONTRACTOR is liable for any damages and lost profits incurred by its own guilty actions or omissions.</p> <p>(2) The CONTRACTING AUTHORITY is liable for observance of and compliance with the effective legal acts in Bulgaria and in Greece, and any other instructions by the CONTRACTING AUTHORITY.</p> <p>(3) In event that the CONTRACTOR has deviated significantly from the orders of the CONTRACTING AUTHORITY or has executed it with deviations, defects, deficiencies, omissions or errors the CONTRACTING AUTHORITY, is entitled to:</p> <ol style="list-style-type: none"> 1. set a suitable term for the CONTRACTOR to repair its work within it free of charge; 2. remove any deviations, defects deficiencies, omissions or errors of the order, at CONTRACTOR's expense; <p>(4) In case that the CONTRACTOR does not execute its obligations under the Agreement within the period under article 2, the CONTRACTOR owes daily penalty amounting to 0.5 % (zero point five percent) of the amount under article 3, para 1., but not exceeding 10 % (ten percent) of the agreed amount under this Agreement.</p> <p>(5) If this Agreement is canceled or terminated for reasons due to the CONTRACTOR, the latter owes to CONTRACTING AUTHORITY a contract penalty amounting to 20 % (twenty percent) of the agreed</p>	<p style="text-align: center;"><u>V. САНКЦИИ ПРИ НЕИЗПЪЛНЕНИЕ</u></p> <p>Чл. 11. (1) ИЗПЪЛНИТЕЛЯТ е отговорен за всякакви щети и загубени печалби, възникнали от собствените му действия или пропуски.</p> <p>(2) ВЪЗЛОЖИТЕЛЯТ е отговорен за спазването и съответствието на действащите нормативни актове на територията на Република България и Република Гърция, както и всякакви други указания от ВЪЗЛОЖИТЕЛЯ.</p> <p>(3) В случай, че ИЗПЪЛНИТЕЛЯТ се е отклонил значително от поръчките на ВЪЗЛОЖИТЕЛЯ или е изпълнил с отклонение, дефекти, недостатъци, пропуски или грешки, ВЪЗЛОЖИТЕЛЯТ има право да:</p> <ol style="list-style-type: none"> 1. определи подходящ срок за ИЗПЪЛНИТЕЛЯ да отстрани пропуските безплатно; 2. отстрани всички отклонения, дефекти, пропуски или грешки на поръчката, за сметка на ИЗПЪЛНИТЕЛЯ; <p>(4) В случай, че ИЗПЪЛНИТЕЛЯТ не изпълни задълженията си по договора в срока по чл. 2, ИЗПЪЛНИТЕЛЯТ дължи дневна санкция в размер на 0,5% (нула пет процента) от сумата по чл. 3, ал.1, но не повече от 10%) от договорената сума по това споразумение.</p> <p>(5) Ако това споразумение бъде отменено или прекратено по причини, дължащи се на ИЗПЪЛНИТЕЛЯ, последният дължи на ВЪЗЛОЖИТЕЛЯ договорна санкция в размер на 20% (двадесет процента) от договорената сума по този договор.</p>

amount under this Agreement.

(6) If the CONTRACTOR breaches any of its obligation of confidentiality under this Agreement , the latter owes to CONTRACTING AUTHORITY payment equal to the amount of the actual damages, but not less than 15,000 (fifteen thousand) EURO .

(7) Each of the Parties might claim indemnity pursuant to the general civil proceeding for any incurred damages in case that their value exceeds the agreed penalties.

(8) The provided penalties have sanctioning character in relation to the implementation of the obligations covered by them, ensure the implementation of these obligations by the respective Party and have the character of damages predetermined by the Parties which the non-defaulting Party would have suffered in the potential default of those obligations by the other Party, without having such damage to be demonstrated. Payment of the penalty does not exempt the defaulting Party from the actual implementation of its obligations under the present Agreement, which shall remain in force even after the payment of the penalty. Suspension or termination of the present Agreement shall not affect the operation of this clause and the defaulting Party still owes the payment of the due penalty even after termination / cancelation of this contract. The penalties are provided without VAT.

(6) Ако ИЗПЪЛНИТЕЛЯТ наруши някое от задълженията си за конфиденциалност по този договор, последният дължи на ВЪЗЛОЖИТЕЛЯ плащане, равно на сумата на действителните вреди, но не по-малко от 15 000 (петнадесет хиляди) евро.

(7) Всяка от страните може да предяви иск за обезщетение по общо гражданско производство за възникнали вреди, в случай че тяхната стойност надхвърли договорените санкции.

(8) Предвидените неустойки имат санкционен характер във връзка с неизпълнението на обезпечените с тях задължения на съответната страна, обезпечават изпълнението на посочените задължения на съответната страна и имат характера на предварително определено от страните обезщетение за вредите, които изправната страна би претърпяла при евентуално неизпълнение на тези задължения от страна на неизправната страна без да е нужно тези вреди да се доказват. Плащането на неустойката не освобождава неизправната страна от реалното изпълнение на задълженията ѝ по този Договор, които остават в сила и след заплащането на неустойката. Прекратяването или развалянето на настоящия Договор не засяга действието на настоящата клауза и неизправната страна продължава да дължи заплащането на дължимата неустойка и след прекратяване / разваляне на Договора. Предвидените неустойки са без ДДС.

VI. TERMINATION OF THE CONTRACT.

Art. 15. (1) This Agreement shall be terminated:

1. upon the expiration of the term under Art. 2 hereto;
2. upon the performance of all obligations of the Parties hereto;
3. upon occurrence of full objective default, where the affected Party shall notify the opposite Party within a term of 10 (ten) days as of the occurrence of this default as well as to present evidences hereof;
4. upon the dissolution of a juridical person which is a Party under this Agreement without legal succession pursuant to the legislation of the country where this juridical person is established;

Art. 16. For the purposes of this Contract the Parties shall consider as culpable breach of a material obligation of the CONTRACTOR when the CONTRACTOR has allowed a material deviation from the Scope of services of the CONTRACTING AUTHORITY.

Art. 17. The CONTRACTING AUTHORITY shall terminate the Contract in the events under art. 118, par. 1, items 2 and 3 PPA without compensation being due to the CONTRACTOR for damages from termination of the Agreement.

Art. 18. In all cases of termination of the Contract, except in the event of dissolution of a legal authority- a Party to the Contract without a successor, the CONTRACTING AUTHORITY and CONTRACTOR shall prepare a protocol to establish the work performed as of the time of termination and the amount of the payments that are possibly due.

VII. MISCELLANEOUS

VI. ПРЕКРАТЯВАНЕ НА ДОГОВОРА

Чл. 15. (1) Този Договор се прекратява:

1. с изтичане на срока по чл. 2 от Договора;
2. с изпълнението на всички задължения на Страните по него;
3. при настъпване на пълна обективна невъзможност за изпълнение, за което обстоятелство засегнатата Страна е длъжна да уведоми другата Страна в срок до 10 (десет) дни от настъпване на невъзможността и да представи доказателства;
4. при прекратяване на юридическо лице – Страна по Договора без правоприемство, по смисъла на законодателството на държавата, в която съответното лице е установено;

Чл. 16. За целите на този Договор, Страните ще считат за виновно неизпълнение на съществено задължение на ИЗПЪЛНИТЕЛЯ, когато ИЗПЪЛНИТЕЛЯТ е допуснал съществено отклонение от Обхвата на услуги на ВЪЗЛОЖИТЕЛЯ.

Чл. 17. ВЪЗЛОЖИТЕЛЯТ прекратява Договора в случаите по чл. 118 ал. (1), т. 2 и 3 от ЗОП, без да дължи обезщетение на ИЗПЪЛНИТЕЛЯ за претърпени от прекратяването на Договора вреди.

Чл. 18. Във всички случаи на прекратяване на Договора, освен при прекратяване на юридическо лице – Страна по Договора без правоприемство ВЪЗЛОЖИТЕЛЯТ и ИЗПЪЛНИТЕЛЯТ съставят констативен протокол за извършената към момента на прекратяване работа и размера на евентуално дължимите плащания.

VII. ОБЩИ РАЗПОРЕДБИ

Defines Terms and Interpretation

Art. 19. Except if explicitly defined otherwise in the Agreement, the terms contained hereto have the meaning under PPA, respective as per the legal definitions of the Supplement Provisions of PPA or if there are not definitions for certain terms – pursuant to the meaning of the general provisions of PPA.

Art. 20. In case of discrepancy between some provisions or terms contained in the Agreement and the Appendixes, the following rule apply:

1. the specific provisions shall prevail over the general ones;
2. the provisions of the Appendixes shall prevail over the provisions of the Agreement.

Observance of the Applicable Provisions

Art. 21. Upon the execution of the Agreement the CONTRACTOR undertakes to observe all applicable legal deeds, provisions, standards and other requirement related to the scope of the Agreement, in particular all applicable rules and requirements related to the environment protection, social and labour laws, applicable bargaining agreements and/or the provisions of the international environmental, social and labour law pursuant to Appendix № 10 to Art. 115, PPA.

Confidentiality

Art. 22. (1) Each of the Parties under this Agreement undertakes to keep confidential and not to disclose or spread information about the opposite Party that became available upon or in relation the execution of the Agreement (“**Confidential Information**”). The Confidential Information includes without any limitations: any financial, commercial, technical or other information, analyses, executed materials, researches, documents and other materials related to the business, management and activity of the opposite Party, having any nature or form including financial and operative results, markets, present and potential clients, ownership, methods of work, personnel, agreements, arrangements, legal issues and strategies, products, processes related to documents, drawings, specifications, diagrams, plans, notifications, data, templates, models, samples, software, software

Дефинирани понятия и тълкуване

Чл. 19. Освен ако са дефинирани изрично по друг начин в този Договор, използваните в него понятия имат значението, дадено им в ЗОП, съответно в легалните дефиниции в Допълнителните разпоредби на ЗОП или, ако няма такива за някои понятия – според значението, което им се придава в основните разпоредби на ЗОП.

Чл. 20. При противоречие между различни разпоредби или условия, съдържащи се в Договора и Приложенията, се прилагат следните правила:

1. специалните разпоредби имат предимство пред общите разпоредби;
2. разпоредбите на Приложенията имат предимство пред разпоредбите на Договора.

Спазване на приложими норми

Чл. 21. При изпълнението на Договора, ИЗПЪЛНИТЕЛЯТ е длъжен да спазва всички приложими нормативни актове, разпоредби, стандарти и други изисквания, свързани с предмета на Договора, и в частност, всички приложими правила и изисквания, свързани с опазване на околната среда, социалното и трудовото право, приложими колективни споразумения и/или разпоредби на международното екологично, социално и трудово право, съгласно Приложение № 10 към чл. 115 от ЗОП.

Конфиденциалност

Чл. 22. (1) Всяка от Страните по този Договор се задължава да пази в поверителност и да не разкрива или разпространява информация за другата Страна, станала ѝ известна при или по повод изпълнението на Договора („**Конфиденциална информация**“). Конфиденциална информация включва, без да се ограничава до: всякаква финансова, търговска, техническа или друга информация, анализи, съставени материали, изследвания, документи или други материали, свързани с бизнеса, управлението или дейността на другата Страна, от каквото и да е естество или в каквато и да е форма, включително, финансови и оперативни резултати, пазари, настоящи или потенциални клиенти, собственост, методи на работа, персонал, договори, ангажименти, правни въпроси или стратегии, продукти, процеси, свързани с документация, чертежи, спецификации, диаграми, планове, уведомления, данни, образци, модели, мостри, софтуер, софтуерни

applications, computer devices and other material or records or other information that is either written or oral, or contained in CD or another device.

(2) Except the cases specified in Para 3 of this article, Confidential Information might be disclosed only after a prior written approval by the opposite Party where such an approval cannot be refused unreasonably.

(3) It is not considered a breach of the obligations for non-disclosure of Confidential Information when:

1. the information became or becomes publicly available without any violation of this Agreement by any of the Parties;
2. the information is required by law that applies to any of the Parties; or
3. the provision of the information is required by a regulatory or another competent authority and the respective Party is obliged to fulfill this requirement.

In the hypotheses of Para 2 or 3 of this article the responsible Party for the provision of the information shall immediately notify the opposite Party under this Agreement.

(4) The obligations under this provision apply to the CONTRACTOR, all its departments, companies and organizations controlled by it, its employees as well as hired natural and juridical persons whereas the CONTRACTOR is liable for the execution of these obligations on behalf of those persons. The obligations regarding the non-disclosure of the Confidential Information remain effective after the termination of the Agreement on any legal ground.

Public Announcements

Art. 23. The CONTRACTOR is not entitled without the prior written consent of the CONTRACTING AUTHORITY to make public announcements and statements, to disclose or make public any sort of information that has been received in relation to the execution of the Services within the scope of this Agreement irrespectively if it stems from data and materials of the CONTRACTING AUTHORITY or as a result of the work of the CONTRACTOR

приложения, компютърни устройства или други материали или записи или друга информация, независимо дали в писмен или устен вид, или съдържаща се на компютърен диск или друго устройство.

(2) С изключение на случаите, посочени в ал. 3 на този член, Конфиденциална информация може да бъде разкривана само след предварително писмено одобрение от другата Страна, като това съгласие не може да бъде отказано безпричинно.

(3) Не се счита за нарушение на задълженията за неразкриване на Конфиденциална информация, когато:

1. информацията е станала или става публично достъпна, без нарушаване на този Договор от която и да е от Страните;
2. информацията се изисква по силата на закон, приложим спрямо която и да е от Страните; или
3. предоставянето на информацията се изисква от регулаторен или друг компетентен орган и съответната Страна е длъжна да изпълни такова изискване.

В случаите по алинея 2 или 3 от този член Страната, която следва да предостави информацията, уведомява незабавно другата Страна по Договора.

(4) Задълженията по тази клауза се отнасят до ИЗПЪЛНИТЕЛЯ, всички негови подразделения, контролирани от него фирми и организации, всички негови служители и наети от него физически или юридически лица, като ИЗПЪЛНИТЕЛЯТ отговаря за изпълнението на тези задължения от страна на такива лица. Задълженията, свързани с неразкриване на Конфиденциалната информация остават в сила и след прекратяване на Договора на каквото и да е основание.

Публични изявления

Чл. 23. ИЗПЪЛНИТЕЛЯТ няма право да дава публични изявления и съобщения, да разкрива или разгласява каквато и да е информация, която е получил във връзка с извършване на Услугите, предмет на този Договор, независимо дали е въз основа на данни и материали на ВЪЗЛОЖИТЕЛЯ или на резултати от работата на ИЗПЪЛНИТЕЛЯ, без предварителното писмено съгласие на ВЪЗЛОЖИТЕЛЯ, което съгласие няма да бъде безпричинно отказано или забавено.

whereas the CONTRACTING AUTHORITY's written consent cannot be unreasonably rejected or delayed.

Intellectual Property Rights

Art. 24. (1) The Parties agree on the ground of Art. 42, Para 1 of the Law on Intellectual Property Rights and Related Rights, that the Intellectual Property (IP) rights over all documents and materials as well as any other elements or components created as a result of or in relation to the execution of the Agreement, belong fully to the CONTRACTING AUTHORITY having the same scope they would have towards their author. The CONTRACTOR declares and guarantees that third parties do not have any IP rights over the drafted documents and other effects of the Agreement's performance. Regarding researches, projects (or part of them), documents and materials, the CONTRACTOR declares and guarantees that none of the authors should claim and undertakes that none of the authors would claim: (i) amendment of the works irrespective if the third parties' rights would be affected or not hereof (ii) access to the original and/or the basic documents when the CONTRACTING AUTHORITY possesses them.

(2) If established by an effective court decision or if the CONTRACTING AUTHORITY and/or the CONTRACTOR finds that by way of drafting or using any documents or other materials created upon the execution of the Agreement, a third party's IP right is violated, the CONTRACTOR undertakes to make possible for the CONTRACTING AUTHORITY to use them:

1. by amendment of the respective document or material; or
2. by exchange of its element protected by IP rights with another element that has the same function but does not violate any third parties' rights; or
3. by obtaining permission at his own account for operation of the product by the third party whose rights have been violated.

(3) The CONTRACTING AUTHORITY notifies the

Авторски права

Чл. 24. (1) Страните се съгласяват, на основание чл. 42, ал. 1 от Закона за авторското право и сродните му права, че авторските права върху всички документи и материали, и всякакви други елементи или компоненти, създадени в резултат на или във връзка с изпълнението на Договора, принадлежат изцяло на ВЪЗЛОЖИТЕЛЯ в същия обем, в който биха принадлежали на автора. ИЗПЪЛНИТЕЛЯТ декларира и гарантира, че трети лица не притежават права върху изготвените документи и други резултати от изпълнението на Договора, които могат да бъдат обект на авторско право. По отношение на проучвания, проекти (или части от тях), документация и материали, ИЗПЪЛНИТЕЛЯТ декларира и гарантира, че няма да претендира и се задължава да гарантира, че никой от авторите няма да претендира: (i) изменение на работите, независимо дали правата на трети лица са засегнати или не от такова изменение (ii) достъп до оригинала и/или базисни материали, когато последните са във владение на ВЪЗЛОЖИТЕЛЯ.

(2) В случай че бъде установено с влязло в сила съдебно решение или в случай че ВЪЗЛОЖИТЕЛЯТ и/или ИЗПЪЛНИТЕЛЯТ установят, че с изготвянето, въвеждането и използването на документи или други материали, съставени при изпълнението на този Договор, е нарушено авторско право на трето лице, ИЗПЪЛНИТЕЛЯТ се задължава да направи възможно за ВЪЗЛОЖИТЕЛЯ използването им:

1. чрез промяна на съответния документ или материал; или
2. чрез замяната на елемент от него със защитени авторски права с друг елемент със същата функция, който не нарушава авторските права на трети лица; или
3. като получи за своя сметка разрешение за ползване на продукта от третото лице, чиито права са нарушени.

(3) ВЪЗЛОЖИТЕЛЯТ уведомява ИЗПЪЛНИТЕЛЯ за

CONTRACTOR for any claims concerning violated IP rights submitted by third parties within a period of 3 (three) days as of the acquaintance. If the third parties' claims are reasonable, the CONTRACTOR is considered fully liable and shall bear all damages stemming hereof. The CONTRACTING AUTHORITY shall involve the CONTRACTOR in an eventual dispute regarding the violated IP right in relation to the execution of the Agreement.

(4) The CONTRACTOR indemnifies the CONTRACTING AUTHORITY for any incurred damages and loss of profit as a result of peremptory established violation of IP rights of third persons.

Assignment of Rights and Obligations

Art. 25. Neither of the Parties is entitled to assign any of its rights and obligations stipulated in this Agreement without the consent of the opposite Party. The monetary receivables under the Agreement might be assigned or pledged in compliance with the applicable laws.

Amendments

Art. 26. This Agreement might be amended only by additional annexes executed in written form and signed by both Parties in compliance with the requirements and limitations of LPP.

Force Majeure

Art. 27. (1) The Parties are not deemed liable for any default of obligations under the Agreement to the extent that such a default is caused by force majeure condition.

(2) For the purposes of the Agreement, "force majeure" shall have the meaning as per Art. 306, Para 2 of the Bulgarian Commercial Law. The Parties agree that a condition of force majeure shall be considered any amendments of the applicable laws that affect the activity of any of the Parties, and hindering the execution or making the execution of the obligations under the Agreement impossible.

(3) The Party that is affected by a condition of force majeure is obliged to take all reasonable measures in

претенциите за нарушени авторски права от страна на трети лица в срок до 3 (три) дни от узнаването им. В случай, че трети лица предявят основателни претенции, ИЗПЪЛНИТЕЛЯТ носи пълната отговорност и понася всички щети, произтичащи от това. ВЪЗЛОЖИТЕЛЯТ привлича ИЗПЪЛНИТЕЛЯ в евентуален спор за нарушено авторско право във връзка с изпълнението по Договора.

(4) ИЗПЪЛНИТЕЛЯТ заплаща на ВЪЗЛОЖИТЕЛЯ обезщетение за претърпените вреди и пропуснатите ползи вследствие на окончателно признато нарушение на авторски права на трети лица.

Прехвърляне на права и задължения

Чл. 25. Никоя от Страните няма право да прехвърля никое от правата и задълженията, произтичащи от този Договор, без съгласието на другата Страна. Паричните вземания по Договора могат да бъдат прехвърляни или залагани съгласно приложимото право.

Изменения

Чл. 26. Този Договор може да бъде изменян само с допълнителни споразумения, изготвени в писмена форма и подписани от двете Страни, в съответствие с изискванията и ограниченията на ЗОП.

Непреодолима сила

Чл. 27. (1) Страните не отговарят за неизпълнение на задължение по този Договор, когато невъзможността за изпълнение се дължи на непреодолима сила.

(2) За целите на този Договор, „непреодолима сила“ има значението на това понятие по смисъла на чл. 306, ал. 2 от Търговския закон. Страните се съгласяват, че за непреодолима сила ще се считат и изменения в приложимото право, касаещи дейността на която и да е от тях, и възпрепятстващи изпълнението или водещи до невъзможност за изпълнение на поетите с Договора задължения.

(3) Страната, засегната от непреодолима сила, е длъжна да предприеме всички разумни усилия и мерки, за да

order to decrease to minimum extent the incurred damages and losses as well as to notify immediately the opposite Party upon occurrence of force majeure condition. This notification shall be accompanied by all relevant and/or statutory required evidences for the occurrence and the nature of the force majeure, the causal relation between the force majeure condition and the impossibility for performance, as well as the expected period of default.

(4) Within the period of the occurred force majeure condition, the performance of the obligation is ceased. Having coordinated it with the opposite Party, the affected Party is obliged to continue to perform the part of his obligations that are not hindered by the force majeure condition.

(5) Neither of the Parties cannot rely on force majeure condition:

1. when the respective Party delayed or defaulted in any other way its obligation before the occurrence of the force majeure;
2. when the respective Party has not informed the opposite Party for the occurrence of the force majeure condition; or
3. when the negligence or intentional actions or omissions of the respective Party have caused impossibility for performance of Agreement's obligations.

(6) The lack of money does not comprise a condition of force majeure.

Invalidity of Separate Clauses

Art. 28. In case of discrepancy between any arrangements executed by the Parties and the effective legal acts applicable to the Agreement, these arrangements shall be considered invalid and replaced by the respective provisions of the legal act without causing invalidity of the Agreement or the outstanding arrangements of the Parties. The invalidity of any of the provisions of the Agreement does not cause invalidity of any other clause hereof or the Agreement in general.

Notifications

Art. 29. (1) All notifications between the Parties in

намали до минимум понесените вреди и загуби, както и да уведоми писмено другата Страна незабавно при настъпване на непреодолимата сила. Към уведомлението се прилагат всички релевантни и/или нормативно установени доказателства за настъпването и естеството на непреодолимата сила, причинната връзка между това обстоятелство и невъзможността за изпълнение, и очакваното времетраене на неизпълнението.

(4) Докато трае непреодолимата сила, изпълнението на задължението се спира. Засегнатата Страна е длъжна, след съгласуване с насрещната Страна, да продължи да изпълнява тази част от задълженията си, които не са възпрепятствани от непреодолимата сила.

(5) Не може да се позовава на непреодолима сила Страна:

1. която е била в забава или друго неизпълнение преди настъпването на непреодолима сила;
2. която не е информирала другата Страна за настъпването на непреодолима сила; или
3. чиято небрежност или умишлени действия или бездействия са довели до невъзможност за изпълнение на Договора.

(6) Липсата на парични средства не представлява непреодолима сила.

Нищожност на отделни клаузи

Чл. 28. В случай на противоречие между каквито и да било уговорки между Страните и действащи нормативни актове, приложими към предмета на Договора, такива уговорки се считат за невалидни и се заместват от съответните разпоредби на нормативния акт, без това да влече нищожност на Договора и на останалите уговорки между Страните. Нищожността на някоя клауза от Договора не води до нищожност на друга клауза или на Договора като цяло.

Уведомления

Чл. 29. (1) Всички уведомления между Страните във връзка с този Договор се извършват в писмена форма и могат да се предават лично или чрез препоръчано писмо,

relation to this Agreement shall be executed in written form and might be delivered in person or by way of a registered letter via courier, fax or e-mail.

(2) For the purposes of the Agreement, the details and the contact persons of the Parties are, as follows:

1. FOR THE CONTRACTING AUTHORITY:

Address: Sofia 1000, 13 Vesletz Str., fl. 2

Contact person:

Zlatina Ruseva;

e-mail: zlatina.ruseva@icgb.eu

2. FOR THE CONTRACTOR:

Address:

Contact person:

e-mail:

(3) Date of notifications is deemed:

1. the date of delivery – in case of personal delivery of the notification;
2. the date of the postmark of the registered letter – in case of delivery by mail;
3. the date of delivery as specified on the courier's receipt – in case of delivery by courier;
4. the date of receipt – in case of delivery by fax;
5. the date of receipt – in case of delivery by e-mail.

(4) Any correspondence made between the Parties is considered valid if sent to the specified addresses hereinabove (including e-mail addresses) by way of the communication devices specified hereinabove as well as to the attention of the contact persons specified hereinabove. Upon change of the specified addresses, telephones and other contact details, the

по куриер, по факс, електронна поща.

(2) За целите на този Договор данните и лицата за контакт на Страните са, както следва:

1. ЗА ВЪЗЛОЖИТЕЛЯ:

Адрес: София, 1000, ул. „Веслец“ №13, ет. 2

Лице за контакт:

Златина Русева;

e-mail: zlatina.ruseva@icgb.eu

2. ЗА ИЗПЪЛНИТЕЛЯ:

Адрес:

Лице за контакт:

e-mail:

(3) За дата на уведомлението се счита:

1. датата на предаването – при лично предаване на уведомлението;
2. датата на пощенското клеймо на обратната разписка – при изпращане по пощата;
3. датата на доставка, отбелязана върху куриерската разписка – при изпращане по куриер;
4. датата на приемането – при изпращане по факс;
5. датата на получаване – при изпращане по електронна поща.

(4) Всяка кореспонденция между Страните ще се счита за валидна, ако е изпратена на посочените по-горе адреси (в т.ч. електронни), чрез посочените по-горе средства за комуникация и на посочените лица за контакт. При промяна на посочените адреси, телефони и други данни за контакт, съответната Страна е длъжна да уведоми другата в писмен вид в срок до 5 (пет) дни от настъпване на промяната. При неизпълнение на това задължение всяко уведомление ще се счита за валидно връчено, ако е изпратено на посочените по-горе адреси, чрез описаните средства за комуникация и на посочените лица за

<p>respective Party is responsible to notify the opposite Party in writing within a term of 5 (five) days as of the occurrence of this change. In case of default of this obligation, every notification is deemed to have been validly delivered if sent to the addresses hereinabove, by way of the specified communication devices and to the attention of the specified contact persons.</p> <p>(5) In case of reorganization without dissolution, change of the name, legal form, seat, management address, scope of activity, term of existence, corporate managerial and representative bodies of the CONTRACTOR, the CONTRACTOR undertakes to notify the CONTRACTING AUTHORITY for this change within a term of 5 (five) days as of its registration in the respective registry.</p>	<p>контакт.</p> <p>(5) При преобразуване без прекратяване, промяна на наименованието, правноорганизационната форма, седалището, адреса на управление, предмета на дейност, срока на съществуване, органите на управление и представителство на ИЗПЪЛНИТЕЛЯ, същият се задължава да уведоми ВЪЗЛОЖИТЕЛЯ за промяната в срок до 5 (пет) дни от вписването ѝ в съответния регистър.</p>
<p><u>Language</u></p> <p>Art. 30. (1) This Agreement is executed in English and Bulgarian language. In case of any discrepancies, the English version shall prevail.</p> <p>(2) The English language must be used in case of execution of any documents related to the execution of the Agreement including notifications, protocols, statements, etc., as well as during work meetings. Any expenses for translation if necessary for the CONTRACTOR or its representative or employees, shall be borne by the CONTRACTOR.</p> <p><u>Applicable Law</u></p> <p>Art. 31. This Agreement including the Appendixes hereto as well as all arrangements stemming or related to it, and all related rights and obligations shall be governed and interpreted pursuant to the Bulgarian law.</p> <p><u>Settlement of Disputes</u></p> <p>Art. 32. All disputes stemming from this Agreement or related to it including disputes stemming or related to its interpretation, invalidity, execution or termination, as well as disputes regarding filling gaps in the Agreements or its adoption to newly occurred circumstances, shall be settled between the Parties by negotiations, and in case that mutual consent is not</p>	<p><u>Език</u></p> <p>Чл. 30. (1) Този Договор се сключва на английски и български език. В случай на несъответствия, водещ е българският език.</p> <p>(2) Приложимият език е задължителен за използване при съставяне на всякакви документи, свързани с изпълнението на Договора, в т.ч. уведомления, протоколи, отчети и др., както и при провеждането на работни срещи. Всички разходи за превод, ако бъдат необходими за ИЗПЪЛНИТЕЛЯ или негови представители или служители, са за сметка на ИЗПЪЛНИТЕЛЯ.</p> <p><u>Приложимо право</u></p> <p>Чл. 31. Този Договор, в т.ч. Приложенията към него, както и всички произтичащи или свързани с него споразумения, и всички свързани с тях права и задължения, ще бъдат подчинени на и ще се тълкуват съгласно българското право.</p> <p><u>Разрешаване на спорове</u></p> <p>Чл. 32. Всички спорове, породени от този Договор или отнасящи се до него, включително споровете, породени или отнасящи се до неговото тълкуване, недействителност, изпълнение или прекратяване, както и споровете за попълване на празноти в Договора или приспособяването му към нововъзникнали обстоятелства, ще се уреждат между Страните чрез</p>

<p>reached – the dispute shall be resolved by the competent Bulgarian court.</p> <p><u>Copies</u></p> <p>Art. 33. This Agreement consists of 19 (nineteen) pages and is executed and signed in two identical copies – one for each of the Parties.</p> <p><u>Appendixes:</u></p> <p>Art. 34. The following appendixes comprise an integral part of the Agreement, namely:</p> <ol style="list-style-type: none">1. Appendix No. 1 – Technical specification;2. Appendix No. 2 – Technical Offer and Price Offer of the CONTRACTOR.	<p>преговори, а при непостигане на съгласие – спорът ще се отнася за решаване от компетентния български съд.</p> <p><u>Екземпляри</u></p> <p>Чл. 33. Този Договор се състои от 19 (деветнадесет) страници и е изготвен и подписан в два еднообразни екземпляра – по един за всяка от Страните.</p> <p><u>Приложения:</u></p> <p>Чл. 34. Към този Договор се прилагат и са неразделна част от него следните приложения:</p> <ol style="list-style-type: none">1. Приложение № 1 – Техническа спецификация;2. Приложение № 2 – Техническо и ценово предложение на ИЗПЪЛНИТЕЛЯ.
---	---