

**Annex № 5.1.**

**Form**

**CONTRACT**

**on award of a public procurement for services**

No.....

Today, on this very day of, ..... 2020 in the city of Sofia, by and between:

„**ICGB**“ AD, UIC 201383265, with seat and registered address: Sofia, No13 „Vesletz“ str., represented by the executive officers Teodora Georgieva-Mileva and Konstantinos Karagiannakos, hereinafter referred to as „**CONTRACTING ENTITY**“, on one side,

and

„.....“ ....., with seat and registered address: town....., UIC....., represented by ....., hereinafter referred to as **CONTRACTOR**, on the other side,

(THE **CONTRACTING ENTITY** and **CONTRACTOR** collectively referred to as „**the Parties**“, and each individually as a „**Party**“)

On the grounds of art. 194, para .... of the Public procurement act and announcement № ..... of the Contracting entity for determination of Contractor of a public procurement with subject: **“Elaboration and delivery of information materials and elements for visualization, creation of a photo and video material in relation to the progress of the activities under the IGB project and for the needs of "ICGB" AD Lot № 1: Elaboration, delivery and assembly of elements for visualization and information and representative materials for the needs of "ICGB" AD**

**SUBJECT OF THE CONTRACT**

**Art. 1. (1)** THE **CONTRACTING ENTITY** shall award and the **CONTRACTOR** shall agree to provide against consideration and under the conditions of this contract, the following services (hereinafter referred to as "Services"): “Elaboration, delivery and assembly of elements for visualization and information and representative materials for the needs of "ICGB" AD”

**Art. 2.** The **CONTRACTOR** shall be obliged to provide the Services in accordance with the Technical specification, Technical offer of the **CONTRACTOR** and the Price offer of the **CONTRACTOR**, which appear respectively Annexes № 1, № 2 and № 3 to this Contract („**the Annexes**“) and forming an integral part of it

**CONTRACT TERM. TERM AND PLACE OF IMPLEMENTATION**

**Art. 3. (1)** The contract shall become effective as of the date of its signing from the Parties and shall last 12 (twelve) months as considered from the date of its execution or till reaching the maximum admissible value of the Contract under art.5, para 1, depending on which of the two events occurs earlier.

(2) The terms for implementation of the individual activities/tasks shall be according to what is specified in the Technical offer – Annex № 2, as follows:

1. The term for development of draft design of the materials (for which is applicable) and their delivery to the Contracting entity for approval shall be up to ..... (.....) working days as from the date of assignment from the Contracting entity.

2. The term for elaboration and delivery on (specific) place at the Contracting entity shall be up to ..... (.....) working days as from the date of approval of the design (when applicable) and receipt of a letter of award in the requested circulation.

(3) In case of occurrence of events, which cause suspension, resetting and/or extension of the terms under the contract for implementation of the subject of the contract, the Parties shall be obliged to notify each other about this in written as there have to be described in details the circumstances and reasons, which have caused the suspension, resetting and/or extension, the start date of their occurrence and the conditions, which have made impossible their implementation. The suspension, resetting and/or extension of the term for implementation of the present contract shall become effective only after the explicit written approval on behalf of the CONTRACTING ENTITY.

**Art. 4.** The place of implementation of the Contract shall be on the territory of the Republic of Bulgaria. Some of the activities may be realized at the office of the CONTRACTOR and/or third parties and/or another place, if this is appropriate or is caused by the specificity of implementation of the respective type of activity. The deliveries shall be made to the office of the Company in Sofia or another place, specified by the Contracting entity, if necessary

#### **PRICE, ORDER AND DEADLINES FOR PAYMENT.**

**Art. 5. (1)** Against provision of the services, THE CONTRACTING ENTITY shall pay the CONTRACTOR on the basis of the single prices, offered by the CONTRACTOR, in accordance with the price offer as the maximum value of the contract may not exceed BGN 40 000.00 (forty thousand) exclusive VAT (hereinafter referred to as „**the Price**“ or „**the Contract value**“).

(2) The Price under para 1 shall include all costs of the CONTRACTOR for implementation of the services, including also the costs for the personnel, which shall implement the procurement, as the CONTRACTING ENTITY shall not owe the payment of any other costs, made by the CONTRACTOR in relation to rendering the services, except for the exclusions, specified in the present contract and its annexes.

(3) The single prices/values for the particular tasks/activities, related to the implementation of the Services, specified in the Price offer of the CONTRACTOR, shall be fixed/final for the time of implementation of the Contract and shall not be subject of change, except in the cases, explicitly agreed in this Contract and in accordance with the provisions of PPA

**Art. 6. (1)** Any payment under this Contract shall be made on the basis of the following documents:

1. report (progress report) submitted by the CONTRACTOR to the CONTRACTING ENTITY about the rendered services/items, including the realized activities, which report shall be developed according to the requirements of the Technical specification and (to) what is specified in the Technical offer.
2. Handing-over record for acceptance of the services, signed by the CONTRACTING ENTITY (with no remarks) and the CONTRACTOR (after receiving the report under p. 1), in respective observance of the provisions of Section "Delivery and acceptance of the implementation" of the Contract; and
3. invoice for the amount payable, with separate positions when applicable, issued by the CONTRACTOR and submitted to the CONTRACTING ENTITY.

(2) THE CONTRACTING ENTITY shall be obliged to make any payment due within 10 (ten) days after the receiving an invoice of the CONTRACTOR, in observing the conditions under para 1.

**Art. 7. (1)** All payments under this Contract shall be made in BGN through a bank transfer under the following bank account of the CONTRACTOR:

Bank: [.....]  
BIC: [.....]  
IBAN: [.....].

(2) The CONTRACTOR shall be obliged to notify in written the CONTRACTING ENTITY about all subsequent changes under para 1 within 3 (three) days, as considered from the moment of the change. If the CONTRACTOR does not notify the CONTRACTING ENTITY within this period, it shall be considered that the payments are duly made.

(3) *When **the CONTRACTOR** has executed a contract/contracts with subcontractors, **the CONTRACTING ENTITY** may make direct payment to the subcontractor under the conditions of art. 66, para 11-14 of PPA. (if applicable).*

(4) *For the applicable rules regarding the direct payments to subcontractors shall apply the order under art.66 of PPA. (if applicable).*

## **RIGHTS AND OBLIGATIONS OF THE PARTIES**

**Art. 8.** The list of specific rights and obligations of the Parties in this section of the Contract shall not be exhaustive and shall not affect the validity of other clauses of the Contract or of the applicable law, which provide for rights and/or obligations of either Party.

**Art. 9.** The CONTRACTOR shall have the right:

1. to receive remuneration in the amount, terms and under the conditions pursuant to art.5 – 7 of the Contract;
2. to demand and to receive from the CONTRACTING ENTITY the necessary assistance for fulfilment of the obligations under this Contract, as well as all necessary documents, information and data, directly related to or necessary for implementation of the Contract.
3. to receive complete and correct information regarding the implementation of its obligations under the Contract;

4. to receive part of the remuneration under the Contract, corresponding to the implemented activities under the Contract, when the further implementation appears impossible because of reasons, for which the CONTRACTOR and the CONTRACTING ENTITY are not responsible;
5. to fulfil its obligations independently or with a subcontractor. In case of use of a subcontractor, the CONTRACTOR shall be obliged to observe the provisions of art. 66 of the Public procurement act. The CONTRACTOR shall be obliged to execute a contract with subcontractor(s), if he has declared in its offer the use of subcontractors.

**Art. 10.** The CONTRACTOR shall be obliged:

1. To render the services and to fulfil its obligations under this Contract within the agreed time limits and a qualitative way, in accordance with the Contract and the Annexes;
2. To provide the CONTRACTING ENTITY with the reports and to make a revision (remake) and/or addition within the term, prescribed by the CONTRACTING ENTITY when the CONTRACTING ENTITY has requested that;
3. To inform the CONTRACTING ENTITY in due time about all obstacles, arising in the course of implementation of the work, to propose a way for their elimination, as it may ask the CONTRACTING ENTITY to give instructions and/or assistance for their elimination;
4. To implement all lawful instructions and requirements of the CONTRACTING ENTITY;
5. To keep confidential the Confidential information in accordance with what is agreed in the Contract;
6. To participate in all working meetings and/or conference calls, related to the implementation of this Contract;
7. To provide a team for implementation of the agreed services for the whole period of the contract, with members, specified in the list of key experts;
8. Replacement of the team leader or the key experts, proposed in the offer, can be made after 7-day notice in advance, made on behalf of the contractor, accompanied by the respective documents, certifying equivalent or better experience and qualification and respectively approval by the Contracting entity;
9. to provide the whole information, required by The CONTRACTING ENTITY in due time, in the course of implementation of the Contract;
10. To provide an opportunity for the CONTRACTING ENTITY to inspect the implementation of the services and activities under the Contract and strictly to follow all instructions of the CONTRACTING ENTITY and/or of the authorities;
11. To inform immediately in written the CONTRACTING ENTITY about the occurrence of any of the following circumstances, as the CONTRACTING ENTITY shall provide its opinion not later than 3 working days:
  - (a) significant circumstances, concerning the implementation of the services and activities under the present Contract, as well as other circumstances, which by opinion of the CONTRACTOR may cause a risk, impede or delay the performance of this Contract;
  - (b) any facts and circumstances, related to the subject or the terms of the implemented services, which could do harm to the CONTRACTING ENTITY;
  - (c) errors, inconsistencies or omissions in the documents, provided by the CONTRACTING ENTITY or in the instructions, given by the CONTRACTING ENTITY in relation to the implementation of the services and activities under the present Contract.

12. To observe the requirements of the respective project/program, when applicable.
13. *Not to re-assign the work or parts of it to subcontractors, which are not indicated in the offer of the CONTRACTOR except in the cases and under the conditions, envisaged in PPA/ to assign respective part of the Services to the subcontractors, specified in the offer of the CONTRACTOR and to exert control over the fulfilment of their obligations (if applicable);*

**Art. 11. The CONTRACTING ENTITY shall have the right:**

1. to require and receive the Services in the agreed terms, quality and quantity;
2. to control the fulfilment of the obligations, undertaken by the CONTRACTOR incl. to require and to obtain information from the CONTRACTOR during the whole term of the Contract or to make inspections, if necessary, also on the place of performance of the Contract, but without disturbing the performance by these acts;
3. if necessary and upon its discretion, to ask for justification on behalf of the CONTRACTOR, of all reports and other documents, or respective part of them, drawn by the CONTRACTOR;
4. to make objections regarding the provision of the services in case of incorrect performance and to require the documents to be supplemented, corrected and revised;
5. to ask from the CONTRACTOR to remake (revise) or complete any of the reports, in accordance with the arrangements in the present Contract;
6. not to approve some of the reports and the documents, in accordance with the arrangements in the present Contract;
7. to accept the implementation, when it meets the arrangements, for which the Parties shall sign a final Handing-over record.
8. to receive from the CONTRACTOR all original documents, drawn in relation to the implementation of the services;
9. at any time to ask for, within a term, determined by it, accounting information about the realization of the works from the CONTRACTOR and to keep track on the observance of requirements of the respective project/s and operational program (when applicable);
10. to claim implementation in certain periods of recommendations, instructions and the like, given by coordinating, approving or other competent bodies, when a particular procurement appears implementation of concrete project.

**Art. 12. The CONTRACTING ENTITY shall be obliged to:**

1. to accept any of the reports, which meet the arrangements, following the order and under the conditions of this Contract;
2. to pay the CONTRACTOR the Price in the amount, following the order and under the conditions, envisaged in this Contract;
3. to provide and ensure an access of the CONTRACTOR to the information, required for realization of the Services, subject of the Contract, in observing the relevant requirements or restrictions according to the applicable law;
4. to keep confidential the Confidential information, in accordance with the arrangements in the Contract;
5. to render cooperation to the CONTRACTOR in relation to the implementation of this Contract, including for elimination of arisen obstacles concerning the implementation of the Contract, when the CONTRACTOR requires so;

## **DELIVERY AND ACCEPTANCE OF THE IMPLEMENTATION .**

**Art. 13. THE CONTRACTING ENTITY** shall accept the implementation of the services, subject of the present Contract, through the authorized persons, specified in art. 32, para 2 of the present Contract, if the services have been made completely, correctly and with due diligence.

**Art. 14. (1) THE CONTRACTING ENTITY** shall assign the implementation of particular activities/tasks/items from the subject of the contract by individual orders, in written by email. If this is impossible, the order shall be made by a letter (sent to the correspondence address, specified by the Contractor in the contract) or in any other way, agreed between the parties. The date of receipt of the letter of assignment shall be established by a respective document, depending on the way of its sending by **THE CONTRACTING ENTITY**

(2) The contracting entity shall provide the Contractor with the requirements for the design and contents of the advertising and information materials. When applicable, the Contractor must receive approval from the Contracting entity about the final contents and design of the materials prior to starting the elaboration of the materials.

(3) The delivery from the CONTRACTOR of each assigned work by an individual order shall be proven by a Handing-over protocol, which has to be signed by representatives of the CONTRACTING ENTITY and the CONTRACTOR in two originals – one for each of the Parties („Handing-over protocol“).

**Art. 15.** The CONTRACTING ENTITY may:

1. accept the implementation, which meets the arrangements;
2. when applicable, (it may) ask the reports (called also progress reports) to be revised and/or supplemented within a term, specified by it, as in such case the revision and/or supplementing shall be made within a term, prescribed by the CONTRACTING ENTITY and shall be completely borne by the CONTRACTOR;
3. refuse to accept the implementation if there are major deviations from what is agreed.

## **PENALTIES IN CASE OF NON-IMPLEMENTATION**

**Art. 16.** Upon delay in fulfilment of the obligations under this Contract, the non-performing Party shall owe to the innocent Party penalty in amount of 0.5 % (zero point five percent) of the Value of the Contract for each day of delay till the day of the implementation inclusive, but not more than 10 % (ten percent) of the Contract's value.

**Art. 17. (1)** In case of ascertained poor or other incorrect or partial implementation of some of the services or in case of deviation from the requirements of the CONTRACTING ENTITY, specified in the Technical specification and the Technical offer, the CONTRACTING ENTITY shall have the right to ask the CONTRACTOR to implement completely and in a qualitative way the service, without owing further remuneration about that, or to eliminate all deviations, defects, omissions or errors of the procurement, at the expense of the CONTRACTOR. If the re-implementation of the service is also of poor quality, the CONTRACTING ENTITY shall have the right not to pay

for the service, to receive a penalty in amount of 30 % of the value of the respective service and/or to terminate the Contract.

(2) If the CONTRACTOR infringes any of its obligations for confidentiality under this Contract, the latter shall owe to the CONTRACTING ENTITY payment, equal to the amount of the actual damages, but not less than BGN 5 000 (five thousand).

**Art. 18.** In case of breaking the Contract for a reason of a fault of any of the Parties, the Party at fault shall owe penalty in amount of 10 % (ten percent) of the Contract's value.

**Art. 19.** The payment of the penalties, agreed in this Contract, shall not restrict the right of the innocent Party to seek real implementation and/or compensation for incidental and consequential damages in higher amount, according to the applicable law.

### CONTRACT TERMINATION

**Art. 20. (1)** This Contract shall be terminated:

1. By expiration of the term under art. 3, para 1 of the Contract or by reaching the maximum admissible value of the Contract, whichever of the events happens earlier;
2. By the fulfilment of all obligations of the Parties under it;
3. Upon complete objective inability for implementation, about which circumstance the affected Party shall be obliged to inform the other Party within 7 (seven) days following the occurrence of the inability and (shall be obliged) to furnish proofs;
4. Upon dissolution of a legal entity – Party under the Contract without succession, by virtue of the legislation of the state, where the respective entity is established;
5. Under the conditions of art. 5, para 1, p. 3 of Act on the economic and financial relations with companies, registered in preferential tax regime jurisdictions, the persons related to them and their beneficial owners.

(2) The contract may be terminated:

1. by mutual consent of The Parties, expressed in written;
2. when for the CONTRACTOR is initiated bankruptcy proceedings or a liquidation procedure – upon request of any of the Parties.

**Art. 21. (1)** Either party may break the Contract upon culpable neglect of major obligation of the other party under the Contract, under the conditions and with the consequences of art. 87 and next of the Contracts and obligations act, by raising written warning from the innocent Party to the Party at fault and determination of appropriate term for implementation. Breaking of the Contract shall not be allowed, when the non-implemented part of the obligation is insignificant in view of the interest of the innocent Party.

(2) For the purposes of this Contract, the Parties shall deem as culpable neglect of significant (major) obligation of the Contractor any of the following cases:

1. when the CONTRACTOR has not started the implementation of the Services within 10 (ten) days after receiving an order from the CONTRACTING ENTITY (addressed) to the CONTRACTOR with particular fixed parameters and preferences for assignment of some of the services, specified in the Technical specification or the Technical offer;
2. The CONTRACTOR has terminated the implementation of some of the services for more than 10 (ten) days or has not implemented two or more times some of the assigned regularly repeated services;
3. The CONTRACTOR has made a significant deviation from the Technical specification and/or the Technical offer.

(3) The CONTRACTING ENTITY may break the Contract only by written notice to the CONTRACTOR even without giving it an additional term for implementation, if for a reason of delay on behalf of the CONTRACTOR the implementation has become unprofitable or if the obligation should have been fulfilled definitely within the agreed time limit

**Art. 22.** The CONTRACTING ENTITY shall terminate the Contract in the cases under art. 118, para 1 of PPA, without owing compensation to the CONTRACTOR for damages, suffered as a result of the termination, except if the termination is on the grounds of art. 118, para 1, p. 1 of PPA. In the last case the amount of the compensation shall be determined in a protocol or agreement, signed by the Parties, and if agreement is not reached – following the order of the clause for settling disputes under this Contract

**Art. 23.** In all cases of termination of the Contract, except in dissolution of a legal entity – Party under the Contract without succession:

1. The CONTRACTING ENTITY and the CONTRACTOR shall make a statement of findings about the work, made at the moment of termination and the amount of the eventually owed payments; and
2. The CONTRACTOR shall be obliged:
  - a) to suspend the delivery of the Services, except such activities, which might be necessary and required by the CONTRACTING ENTITY;
  - b) to hand over to the CONTRACTING ENTITY all developments, drawn by it while implementing the Contract till the date of termination; and
  - c) to give back to the CONTRACTING ENTITY all documents and materials, which are owned by the CONTRACTING ENTITY and have been provided to the CONTRACTOR in relation to the subject of the Contract.

## **GENERAL PROVISIONS**

### **Defined terms and interpretation**

**Art. 24. (1)** Except if defined explicitly otherwise in this Contract, the terms, used in it, shall have the meaning, attributed to them in PPA, respectively in the legal definitions in the Additional provisions of PPA or, if there are no such definitions for some terms– depending on the meaning, which is attributed to them in the main provisions in PPA.

(2) In case of contradiction between different provisions or conditions, containing in the Contract and the Annexes, the following rules shall apply:

1. the special provisions shall prevail over the general provisions;

2. the provisions of the Annexes shall prevail over the provisions of the Contract.

#### Adherence to applicable norms

**Art. 25.** Upon implementation of the Contract, the CONTRACTOR (*and its subcontractors, if applicable*) shall be obliged (*the contractors shall be obliged, if applicable*) to observe (*the subcontractors shall be obliged, if applicable*) all applicable normative acts, provisions, standards and other requirements, related to the subject of the Contract, and in particular all applicable rules and requirements, related to the environment protection, social and labor law, applicable collective agreements and/or provisions of the international environmental, social and labor law according to Annex № 10 to art. 115 of PPA.

#### Confidentiality

**Art. 26. (1)** Each of the Parties under this Contract shall be obliged to keep in confidentiality and not to disclose or distribute information about the other Party, which have become known to it in the course of or in connected with the performance of the Contract („**Confidential information**“). Confidential information shall include without limitation: any financial, commercial, technical or other information, analyses, drawn up materials, researches, documents or other materials, related to the business, management or activity of the other Party of any nature or in any form, including financial and operational results, markets, current or potential clients, ownership, methods of work, personnel, contracts, commitments, legal issues or strategies, products, processes, related to documentation, drawings, specifications, diagrams, plans, notifications, data, samples, models, patterns, software, software applications, computer devices or other materials or recordings, or other information, regardless whether oral or written, or which is contained on a computer disc or another device.

**(2)** Except in the cases, specified in para 3 of this article, Confidential information may be disclosed only after preliminary written approval from the other Party as this consent may not be refused without a reason.

**(3)** It shall not be deemed as infringement of the obligations for non-disclosure of Confidential information, when:

- 1.** the information has become publicly available without infringement of this Contract (being made) by either Party;
- 2.** the information is required by virtue of a law, applicable to any of the Parties; or
- 3.** the provision of the information is required by regulatory or another competent body and the respective Party is obliged to meet this requirement.

**(4)** In the cases under para 2 or 3 of this article, the Party, which must provide the information, has to immediately inform the other Party under the Contract.

**(5)** The obligations under this clause refer to the CONTRACTOR, all its divisions, companies and organizations controlled by the Contractor, all its employees and natural or legal persons, hired by it as the Contractor shall be responsible for the fulfilment of these obligations from such persons. The obligations related to non-disclosure of the Confidential information shall remain valid even after termination of the Contract on whatever grounds.

#### Public statements

**Art. 27.** The CONTRACTOR shall have no right to make public statements and communications, to disclose or reveal any information, which it has obtained in connection with implementation of the Services, subject of this Contract, regardless whether (the information has been obtained) based on data and materials of the CONTRACTING ENTITY or on results from the work of the CONTRACTOR, without the preliminary written consent of the CONTRACTING ENTITY, which consent shall not be refused or delayed unreasonably.

#### Devolution of rights and obligations

**Art. 28.** None of the Parties shall have the right to devolute any of the rights and obligations, arising from this Contract, without the consent of the other Party. Cash receivables under the Contract may be devoluted or pledged according to the applicable law.

#### Amendments

**Art. 29.** This Contract may be amended only by additional agreements, made in written and signed from both Parties, in accordance with the requirements and restrictions of PPA.

#### Force majeure

**Art. 30. (1)** The Parties shall not be responsible for non-fulfillment of an obligation under this Contract, when the inability for implementation is due to Force majeure.

**(2)** For the purposes of this Contract, „Force majeure“ shall have the meaning of this term by virtue of art. 306, para 2 of the Law on commerce. The Parties agree that as Force majeure shall be deemed also amendments in the applicable law concerning the activities of any of them and impeding the implementation or leading to inability for fulfilment of the obligations, undertaken by the Contract.

**(3)** The Party affected by Force majeure, shall be obliged to undertake all reasonable efforts and measures in order to reduce to a minimum the suffered damages and losses, as well as to notify the other Party immediately in written, upon occurrence of the Force majeure. The notification shall be accompanied by all relevant and/or legally established proofs for the occurrence and nature of the Force majeure, the causation between this circumstance and the inability for implementation and the expected duration of the non-implementation.

**(4)** For the time of the Force majeure, the fulfilment of the obligation shall be suspended. The affected Party shall be obliged, after agreement with the other Party, to keep implementing this part of its obligations, which are not impeded from the Force majeure.

**(5)** Force majeure cannot be claimed from a Party:

- 1.** which has been in delay or another non-implementation before the occurrence of a Force majeure;
- 2.** which has not informed the other Party about the occurrence of a Force majeure; or
- 3.** which negligence or deliberate acts have led to inability for implementation of the Contract.

**(6)** The lack of cash shall not appear Force majeure.

### Nullity of individual clauses

**Art. 31.** In case of contradiction between any arrangements between the Parties and effective normative acts, applicable to the subject of the Contract, such arrangements shall be deemed invalid and shall be replaced from the respective provisions of the normative act, without causing nullity of the Contract and the other arrangements between the Parties. The nullity of any clause of the Contract shall not lead to nullity of another clause or of the Contract as a whole.

### Notifications

**Art. 32. (1)** All notifications between the Parties in relation to this Contract shall be made in written and may be delivered personally or by registered letter, by courier, by fax, by e-mail.

**(2)** For the purposes of this Contract the data and contact persons of the Parties shall be as follows:

**1. FOR THE CONTRACTING ENTITY:**

Address: Sofia 1000, No 13 „Vesletz“ str, fl. 2

Phone: .....

Fax: .....

Contact person: .....

e-mail: .....

**2. FOR THE CONTRACTOR:**

Address:

Contact person:

Phone:

Fax:

e-mail:

**(3)** As a date of the notification shall be deemed:

- 1.** the date of delivery – upon personal delivery of the notification;
- 2.** the date of the post mark of the acknowledgment of receipt – in case of sending by post;
- 3.** the date of delivery, marked on the courier’s receipt – upon sending by courier;
- 4.** the date of acceptance – upon sending by fax;
- 5.** the date of receipt – upon sending by e-mail.

**(4)** Any correspondence between the Parties shall be deemed valid if it is sent to the above-stated addresses (incl. electronic), through the above-stated means of communication and to the stated contact persons. Upon change of the stated addresses, phone and other contact data, the respective Party shall be obliged to notify the other party in written within 5 (five) days following the change. In case of non-implementation of this obligation, each notification shall be deemed validly served, if it is sent to the above-stated addresses, by the described means of communication and to the stated contact persons.

**(5)** Upon transformation without dissolution, change of the name, legal form, seat, registered address, subject of activity, term of validity, bodies of management and representation of the

CONTRACTOR, the same shall be obliged to notify the CONTRACTING ENTITY about the change within 5 (five) days following the entry in the respective register.

#### Language

**Art. 33. (1)** This Contract shall be executed in Bulgarian and English language. In case of discrepancies, the Bulgarian (version) shall prevail.

**(2)** The applicable language shall be mandatory for use upon drawing any documents, related to the implementation of the Contract, incl. Notifications, protocols, reports etc., as well as during conduction of working meetings. All costs for translation, if necessary for the CONTRACTOR or its representatives or employees, shall be borne by the CONTRACTOR.

#### Applicable law

**Art.34.** This Contract, incl. the Annexes to it as well as all arising from it or related to it agreements and all rights and obligations hereto shall be governed by and interpreted accordance with the Bulgarian law.

#### Dispute settlement

**Art. 35.** All disputes, caused by this Contract or concerning this Contract including the disputes, which have arisen or which refer to its interpretation, invalidity, implementation or termination as well as the disputes for filling gaps in the Contract or its adaptation to newly-arisen circumstances shall be settled between the Parties through negotiations and in case agreement is not reached – the dispute shall be addressed to the competent Bulgarian court.

#### Copies

**Art. 36.** This Contract consists of ..... (.....) pages and is drawn up and signed in two identical copies – one for each of the Parties.

#### Annexes:

**Art. 37.** The following annexes shall accompany this Contract and shall form an integral part of it:

Annex № 1 – Technical specification;

Annex № 2 – Technical offer of the Contractor

Annex № 3 – Price offer the Contractor

**FOR THE CONTRACTING ENTITY:**

\_\_\_\_\_  
Konstantinos Karagiannakos – Executive Director

\_\_\_\_\_  
Teodora Dimitrova Georgieva – Mileva – Executive Director

**FOR THE CONTRACTOR:**



ICGB AD  
13, Veslets Str., 1000 Sofia, Bulgaria  
tel.: +359 (2) 9263 862; [www.icgb.eu](http://www.icgb.eu)

Natural Gas  
Interconnector  
Greece - Bulgaria