

Annex № 5

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 „Veslete“ str., represented by the executive officers Teodora Georgieva-Mileva and Konstantinos Karagiannakos, hereinafter referred to as „**CONTRACTING AUTHORITY**“, on one side,

and

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

(THE **CONTRACTING AUTHORITY** 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 authority for determination of Contractor of a public procurement with subject: “Provision of public relations in connection with the activity of "ICGB" AD

SUBJECT MATTER OF THE CONTRACT

Art. 1. (1) THE **CONTRACTING AUTHORITY** 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 "the Services"):

1. Monitoring, incl. realization of a weekly monitoring of the publications in the Bulgarian press and online media, related to the IGB project. The monitoring shall comprise up to 12 key words and topics as the monitoring report shall be sent on the last working day of the week and shall include a summary in English. It shall be monitored also the covering of IGB in key foreign media.
2. Press releases, incl. development, editing, distributing, coordinating and monitoring the publication of press releases related to the development of the IGB project in the Bulgarian and foreign media (mostly specialized). The information shall be created in Bulgarian and English language.
3. Press-office incl. providing strategic advices for relations with the media and public relations (PR) and realization of press-office activities: ensuring relations with the media, organization of official or non-official meetings with media representatives, management of media inquiries and provision of a feedback on issues, important for the Company,

creation, editing and distribution of proactive and reactive standpoints of the company in relation to IGB, preparation of materials for the ICGB website; realization of partnerships with information portals for development and publication of regular information about the project progress incl. development of information texts and articles; ensuring strategic advices in relation to the creation of a strategy and a plan for communication with internal and external auditory.

4. Organization of interviews with spokesmen of IGB and the Company management in Bulgarian and foreign media; consultancy of content, coordination and development and editing of texts, development and addition of content for interviews and cooperation for publication of interviews.
5. Maintenance of a corporate profile incl. creation and management of contents of a corporate profile/ site of IGB in LinkedIn in English (x 4 posts/ month).
6. Technical and other Organization of a press conference focused on the progress of activities under the IGB project and financing from OPIC (definitely according to OPIC rules), incl. logistic, PR/media support and creation of content, distribution of press release/publication of an advertising/information box in a regional or national print media. The service shall not include direct costs for photographing, video, advertising materials, provision of professional translation, catering, technical and other equipment, necessary for conduction of the event, fees for publication and other indirect costs.
7. Events incl. assistance in organizing and conducting official, corporate events or media events/campaigns, inspections on construction site with international participation of governmental delegations, official guests and media according to the needs of the Client, including:
 - Consultations and proposals for a place for conduction of the event; preliminary site inspection (view) on field
 - Assistance for ensuring: budgeting and provision of a hall on rent, catering services, audio-visual equipment, hostesses, photo services, video recording, simultaneous translation;
 - Coordination and control of subcontractors;
 - Welcoming and registration of guests and participants;
 - Development of a concept, scenario of the event, speeches;
 - Ensuring relation with the media, consultations, creation, editing and distribution of a press release in Bulgarian and English language;
 - Logistic organization for conduction of the event;
 - Development of report for media coverage

The service shall not include direct costs for advertising materials, provision of photographing, video, professional translation, catering, technical and other equipment, necessary for conduction of the event and other indirect costs.

8. Photographing and provision of a video material, incl. images of construction activities – if necessary, in relation to presentations and representations, with included camera equipment, processing and traveling to the site, when the video covers or appears to be part of the conduction of an organized and coordinated from the contractor event/presentation, regardless of the place of conduction and included camera equipment, when the video material is not related to organized and coordinated from the

contractor event/presentation or some of the other services "on site" and it is not on the territory of Sofia.

9. Development of a Plan for crisis communications in Bulgarian and English in relation to the activities on construction of IGB after coordination with the Company.

Art. 2. The CONTRACTOR shall be obliged to provide the services in accordance with the Technical specification, the Technical offer of the CONTRACTOR and the CONTRACTOR, with the participation of the persons, specified in the List of the personnel, who shall implement the procurement, and/or of the members of the managerial staff, who shall be in charge for the implementation, forming respectively Annexes № 1, № 2, № 3 and № 4 to this Contract („**the Annexes**“) and appearing 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 particular activities/tasks are as specified in details in the Technical specification – Annex № 1 and the Technical offer – Annex № 2.

(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 AUTHORITY.

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.

PRICE, ORDER AND TERMS FOR PAYMENT.

Art. 5. (1) For the provision of the services, the CONTRACTING AUTHORITY shall pay the CONTRACTOR on the basis of the single prices, offered by the CONTRACTOR in its price offer, as the maximum value of the contract may not exceed BGN 70 000.00 (seventy thousand) exclusive VAT or BGN 84 000.00 (eighty four thousand) inclusive VAT (hereinafter referred to as „**the Price**“ or „the Value of the Contract“).

(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, and/or (the costs) of the members of the managerial staff, who shall be responsible for the

implementation and for its subcontractors (*if applicable*), as the CONTRACTING AUTHORITY 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) The CONTRACTING AUTHORITY shall pay per month the CONTRACTOR for the activities, actually realized during the previous month according to p.1 – 6 of the Price offer of the CONTRACTOR – Annex №3, valued under the single prices in Annex №3, based on monthly reports, submitted by the CONTRACTOR (progress reports), in observing art. 7. Which of the services shall be made periodically (per week, per month or other period, if such period is agreed in advance), shall be specified by specific orders from the CONTRACTING AUTHORITY.

(2) The CONTRACTING AUTHORITY shall pay the CONTRACTOR for the rendered services, described in the positions of 7-9 of the Price offer of the CONTRACTOR – Annex №3, valued under single prices according to Annex №3 after implementation of the particular service, on the basis of report, submitted by the CONTRACTOR in observing art. 7.

Art. 7. (1) Any payment of periodical services under this Contract shall be made on the grounds of the following documents:

1. report (progress report) submitted by the CONTRACTOR to the CONTRACTING AUTHORITY about the rendered services for the respective period, including all activities, made during the period and 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 for the respective period signed by the CONTRACTING AUTHORITY (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 for the respective period, with separate positions for each of the activities, issued by the CONTRACTOR and submitted to the CONTRACTING AUTHORITY.

(2) Any payment of services under this Contract, other than those, indicated in p.1, shall be made on the grounds of the following documents:

1. report (progress report) submitted by the CONTRACTOR to the CONTRACTING AUTHORITY about the rendered services, including the realized activities, which report shall be developed according to the requirements of the Technical specification and according to what is specified in the Technical offer.
2. Handing-over record for acceptance of the services, signed by the CONTRACTING AUTHORITY (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 for each of the activities, when applicable, issued by the CONTRACTOR and submitted to the CONTRACTING AUTHORITY.

(3) If there is need for provision of advertising materials, equipment, rental of premises, field and other indirect, but necessary costs for implementation of the service for the purposes of the information campaigns/events and etc. (hereinafter referred to as "materials"), which are described in the Technical specification and the technical offer and which are provided by the CONTRACTOR after explicit preliminary approval of the CONTRACTING AUTHORITY, the same shall be under supply costs, i.e. under prices of acquisition from the contractor, based on the following documents:

1. An order, submitted and approved in advance by the Contracting authority, containing the quantities and prices of the necessary materials;
2. A copy of an invoice, proving the prices of acquisition on behalf of the Contractor;
3. Handing-over record for acceptance of the materials;
4. Invoice about the amount payable.

(4) The CONTRACTING AUTHORITY 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, respectively para 2 and/or 3.

Art. 8. (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 AUTHORITY 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 AUTHORITY 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 AUTHORITY** 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. 9. 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. 10. The Contractor shall have the right:

1. to receive remuneration in the amount, terms and under the conditions pursuant to art.5 – 8 of the Contract;
2. to demand and to receive from the CONTRACTING AUTHORITY 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 AUTHORITY 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. 11. 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 AUTHORITY with the reports and to make a revision (remake) and/or addition within the term, prescribed by the CONTRACTING AUTHORITY when the CONTRACTING AUTHORITY has requested that;
3. To react to an order for implementation of particular activity from the subject of the procurement under the condition, that the order is sent not later than 3 working days before the implementation itself or 24 hours – in crisis situations.
4. To inform the CONTRACTING AUTHORITY 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 AUTHORITY to give instructions and/or assistance for their elimination;
5. To implement all lawful instructions and requirements of the CONTRACTING AUTHORITY;
6. To keep confidential the Confidential information in accordance with what is agreed in the Contract;
7. To participate in all working meetings and/or conference calls, related to the implementation of this Contract;
8. To provide the whole information, required by The CONTRACTING AUTHORITY in due time, in the course of implementation of the Contract;
9. To provide an opportunity for the CONTRACTING AUTHORITY to inspect the implementation of the services and activities under the Contract and strictly to follow all

instructions of the CONTRACTING AUTHORITY and/or of the authorities;

10. To inform immediately in written the CONTRACTING AUTHORITY about the occurrence of any of the following circumstances, as the CONTRACTING AUTHORITY 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 AUTHORITY;
- (c) errors, inconsistencies or omissions in the documents, provided by the CONTRACTING AUTHORITY or in the instructions, given by the CONTRACTING AUTHORITY in relation to the implementation of the services and activities under the present Contract.

11. *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. 12. The CONTRACTING AUTHORITY 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;

Art. 13. The CONTRACTING AUTHORITY shall be obliged:

- 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. 14. The CONTRACTING AUTHORITY shall accept the implementation of the services, subject of the present Contract, through the authorized persons, specified in art. 33, para 2 of the present Contract, if the services have been made completely, correctly and with due diligence.

Art. 15. (1) For implementation of all services, related to making publications, answers to media questions, providing feedback, interviews, conduction of events, campaigns and etc., connected with informing third parties and/or the public about the development of the IGB project, the CONTRACTOR must receive preliminary approval from the CONTRACTING AUTHORITY before publishing and/or providing the information to the respective (third) parties.

(2) The delivery of each of the reports shall be supported by Handing-over protocol, which has to be signed by representatives of the CONTRACTING AUTHORITY and the CONTRACTOR in two originals – one for each of the Parties („Handing-over protocol“).

Art. 16. The CONTRACTING AUTHORITY 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 AUTHORITY 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. 17. 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 until the day of the implementation inclusive, but not more than 10 % (ten percent) of the Contract's value.

Art. 18. (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 AUTHORITY, specified in the Technical specification and the Technical offer, the CONTRACTING AUTHORITY 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 AUTHORITY 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 AUTHORITY payment, equal to the amount of the actual damages, but not less than BGN 5 000 (five thousand).

Art. 19. 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. 20. 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. 21. (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. 22. (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 AUTHORITY (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 AUTHORITY 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. 23. The CONTRACTING AUTHORITY shall terminate the Contract in the cases under art. 118, para1 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. 24. In all cases of termination of the Contract, except in dissolution of a legal entity – Party under the Contract without succession:

1. The CONTRACTING AUTHORITY 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 AUTHORITY;
 - b) to hand over to the CONTRACTING AUTHORITY all developments, drawn by it while implementing the Contract till the date of termination; and
 - c) to give back to the CONTRACTING AUTHORITY all documents and materials, which are owned by the CONTRACTING AUTHORITY and have been provided to the CONTRACTOR in relation to the subject of the Contract.

GENERAL PROVISIONS

Defined terms and interpretation

Art. 25. (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. 26. 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. 27. (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. 28. 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 AUTHORITY or on results from the work of the CONTRACTOR, without the preliminary written consent of the CONTRACTING AUTHORITY, which consent shall not be refused or delayed unreasonably.

Devolution of rights and obligations

Art. 29. 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. 30. 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. 31. (1) The Parties shall not be responsible for non-fulfillment of an obligation under this Contract, when the inability for implementation is owed to a 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. 32. 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. 33. (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 AUTHORITY:

Address: Sofia, 1000, No13 „Veslets”, fl. 2

Phone:

Fax:

Contact person: Zlatina Ruseva;

e-mail: zlatina.ruseva@icgb.eu

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 AUTHORITY about the change within 5 (five) days following the entry in the respective register.

Language

Art. 34. (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 of any documents, related to the implementation of the Contract, incl. Notifications, protocols, reports and 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. 35. 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. 36. 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. 37. This Contract consists of (.....) pages and is drawn up and signed in two identical copies – one for each of the Parties.

Annexes:

Art. 38. 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

Annex № 4 – List of Personnel, which shall implement the procurement, and/or of the members of the managerial staff, who shall be in charge for the implementation.

FOR THE CONTRACTING ENTITY:

Konstantinos Karagiannakos – Executive Director

Teodora Dimitrova Georgieva – Mileva – Executive Director

/ FOR THE CONTRACTOR:
