

CONTRACT

For award of public procurement for services

No. P-11-C

On this day 10.08. 2018, in Sofia, by and between:

ICGB AD, UIC 201383265, having its seat and registered address in Sofia, 16 Veslets Str., represented by the Executive directors Teodora Georgieva-Mileva and Konstantinos Karagiannakos, hereinafter referred to as the **Contracting Entity**, on one side,

and

"C&M Engineering" S.A. a company functioning and registered under the Greek law with tax registration No 095566865, having registered offices at 99, Pratinou Str., 11634 Athens, Greece, represented by the Managing Director Mr. P. Kappos, hereinafter referred to as the **Contractor**, on the other side,

referred to individually as **Party** and collectively as **Parties**

On the grounds of Art. 191, Para. 1, item 2 of the Bulgarian Public Procurement Act ("PPA") as well as Invitation No. P-11 dated 16.07.2018 by the CONTRACTING ENTITY for appointment of CONTRACTOR of public procurement having a scope as follows:

"Performing services for update of the Environmental Impact Assessment (EIA) study and of the Project's cadastral data regarding the interconnection of the Greek section of Project Interconnector Bulgaria-Greece with the TransAdriatic Pipeline (TAP)".

Where as:

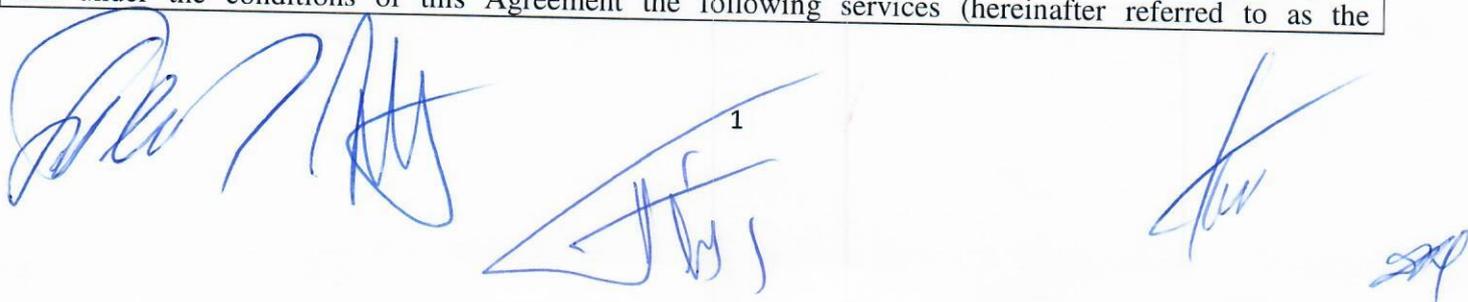
The Contracting Entity is a project company established with the purpose of realization and operation of the international project "Natural Gas Interconnector Greece-Bulgaria".

The Contracting Entity concluded Contract C-17/2011 with the Contractor with subject matter "Fron End Engineering Design and Environmental Impact Assessment Study of the Gas Pipeline Interconnector Greece – Bulgaria (IGB Project);

the present contract was concluded for the following:

I. SUBJECT-MATTER AND SCOPE OF THE CONTRACT.

Art. 1. (1) The CONTRACTING ENTITY assigns and the CONTRACTOR accepts to provide against price and under the conditions of this Agreement the following services (hereinafter referred to as the



1

“Services”):

1.1 **Preparation of an Environmental Impact Assessment (EIA) Update/Modification Report, regarding the interconnection of the Greek section of IGB, with the TransAdriatic Pipeline (TAP) including the new interconnecting pipeline between IGB and TAP and the integrated M/R station connecting IGB to both DESFA and TAP pipelines.**

1.2 **Preparation of the cadastral data, which are required for the updating of the Installation Act**

(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 Entity shall provide to the Contractor documents, information and data required for the performance of the present Contract, including any official information, guidelines and instructions from the competent authorities and institutions in the respective country which territory is connected with the Project. The Contracting Entity shall provide to the Contractor all newly prepared or newly received documents and information, which are up-to-date as of the conclusion of the Contract.

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 continue up to the full performance of all Parties’ obligations under this Agreement in their complete scope and in compliance with the requirements of the CONTRACTING ENTITY.

(2) The Services shall be performed in 3 (three) months following the receipt by the CONTRACTOR of a letter of assignment from the CONTRACTING ENTITY.

II. PRICES AND TERMS OF PAYMENT

Art. 3. (1) For provision of the Services, the CONTRACTING ENTITY shall be obliged to pay the CONTRACTOR total price in the amount of **EUR 20 100 (twenty thousand and one hundred) VAT** excluded in accordance with the Price offer in the Offer of the CONTRACTOR in Appendix No2 representing inseparable part of the present agreement.

(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 ENTITY is not obliged to pay any other expenses whatsoever, made by the CONTRACTOR apart from the price under para 1.

(3) The consented Price includes any direct and 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).

Art. 4. The CONTRACTING ENTITY 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.

(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 ENTITY.

Art. 5. All payments shall be made in Euro by bank transfer to the following bank account of CONTRACTOR:

Bank: ALPHA BANK

IBAN: GR32 0140 3620 3620 0232 0000 311

BIC: CRBAGRAAXXX

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 6. The CONTRACTOR has the following rights:

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 ENTITY 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.

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 ENTITY in the course of the performance of the Services;
3. to present report to the CONTRACTING ENTITY for the performed activities and to modify and/or supplement them within the term specified by the CONTRACTING ENTITY when the CONTRACTING ENTITY requests so;
4. to inform timely the CONTRACTING ENTITY 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 ENTITY might be requested;
5. to follow all lawful instructions and requirements of the CONTRACTING ENTITY;
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.

8. to incorporate in the Report any changes which may be received from the relevant Authority, following the acceptance of the Study by the Contracting Entity.
9. to provide the required support to the Contracting Entity in any contacts with the Authorities, following the transmission of the Report to them by the Ministry.

Art. 8. The CONTRACTING ENTITY is 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 ENTITY.

Art.9. The CONTRACTING ENTITY undertakes to:

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

IV. HANDING OVER PROTOCOL AND ACCEPTANCE OF PERFORMANCE.

Art. 10 (1) The CONTRACTOR shall submit to the CONTRACTING ENTITY the documents under article 1, points 1.1 and 1.2 in Greek and in English languages in 4 paper copies where two (2) in Greek and two (2) in English language and in two electronic copies CDs in Greek and English language.

(2) Within 10 (ten) calendar days as of receipt of the documents, the CONTRACTING ENTITY 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 ten (10) calendar days after submission of comments and /or provision of guidance by the CONTRACTING ENTITY under the terms and conditions of this Section.

(4) The handing over of Services under article 1, points 1.1 and 1.2 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 ENTITY and the CONTRACTOR in two original copies – one for each Party.

V. SANCTIONS IN CASE OF DEFAULT

Art. 11. (1) The CONTRACTOR is liable for any damages and lost profits incurred by its own guilty actions or omissions.

(2) The CONTRACTING ENTITY is liable for observance of and compliance with the effective legal acts in Bulgaria and in Greece, and any other instructions by the CONTRACTING ENTITY.

(3) In event that the CONTRACTOR has diverted significantly from the orders of the CONTRACTING ENTITY or has executed it with diversion, defects, deficiencies, omissions or errors the CONTRACTING ENTITY, is entitled to:

1. set a suitable term for the CONTRACTOR to repair its work within it free of charge;

2. remove any diversions, defects deficiencies, omissions or errors of the order, at CONTRACTOR's expense;

(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 item 3.1., but not exceeding 10 % (ten percent) of the agreed amount under this agreement.

(5) If this agreement is canceled or terminated for reasons due to the CONTRACTOR, the latter owes to CONTRACTING ENTITY a contract penalty amounting to 20 % (twenty percent) of the agreed amount

under this agreement.

(6) If the CONTRACTOR breaches any of its obligation of confidentiality under this agreement, the latter owes to CONTRACTING ENTITY payment equal to the amount of the actual damages, but not less than EUR 7 000 (seven thousand).

(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.

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 ENTITY.

Art. 17. The CONTRACTING ENTITY 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 entity- a Party to the Contract without a successor, the CONTRACTING ENTITY 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

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 rule 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 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 ENTITY 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 ENTITY or as a result of the work of the CONTRACTOR whereas the CONTRACTING ENTITY'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 ENTITY 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 irrespectively if the third parties' rights would be affected or not hereof (ii) access to the original and/or the basic documents when the CONTRACTING ENTITY possesses them.

(2) If established by an effective court decision or if the CONTRACTING ENTITY 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 ENTITY 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 ENTITY notifies the 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 ENTITY 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 ENTITY for any incurred damages and loss of profit as a result of preemptory 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 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 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 ENTITY:

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

Contact person:

Dimitar Spassov

e-mail: dimitar.spassov@icgb.eu

2. FOR THE CONTRACTOR:

Address: Greece, Athens 11632, 99 Pratinou Str.

Contact person:

Panagiotis Kappos

e-mail: tkappos@cmengineering.gr

(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 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.

(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 ENTITY for this change within a term of 5 (five) days as of its registration in the respective registry.

Language

Art. 30. (1) This Agreement is executed in the English language.

(2) The applicable 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.

Applicable Law

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.

Settlement of Disputes

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 reached – the dispute shall be resolved by the competent Bulgarian court.

Copies

Art. 33. This Agreement consists of 12 (twelve) pages and is executed and signed in two identical copies – one for each of the Parties.

Appendixes:

Art. 34. The following appendixes comprise an integral part of the Agreement, namely:

1. Appendix No. 1 – Scope of services– Invitation for submission of the offer P-11/16.07.2018
2. Appendix No. 2 – Technical and Price Offer of the CONTRACTOR.

On Behalf ICGB AD

Teodora Georgieva-Mileva

Executive officer

Konstantinos Karayannakos

Executive officer

On Behalf of "C&M Engineering" S.A.

Panagiotis Kappos

Managing Director