

GUIDELINES

TO A NOTICE FOR COLLECTING OFFERS FOR AWARDING PUBLIC PROCUREMENT
FOR:
**Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria
(IGB), with the use of specialized and suitable software”**
PURSUANT TO THE PROCEDURE OF CHAPTER TWENTY-SIX , ART. 187 AND THE
FOLLOWING OF THE PUBLIC PROCUREMENT ACT

Sofia, 2017

1. CONTRACTING AUTHORITY

ICGB AD

2. GENERAL PROVISIONS

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

2.2. Place for delivering the services – territory of Republic of Greece /Greek Competent Institutions/ and ICGB premises – 13 Veslets, Sofia, Bulgaria.

3. PARTICIPATION CONDITIONS

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

3.2. Each participant may submit only one offer.

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

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

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

“Related persons” means:

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

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

c) persons who jointly control a third party;

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

“Control” exists where one person:

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

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

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

3.6. Pursuant to art. 3, item 8 of Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Related to Them and Their Beneficial Owners Act (EFRCRPTTRJPRTTBOA) companies registered in jurisdictions of preferential tax regime and persons related to them may not directly or indirectly participate in the procedure, including through a civil partnership/consortium in which a company registered in a jurisdiction with preferential tax regime participates .

3.7. Variants of the offer are not allowed.

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

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

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

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

and/or legal persons and any of the grounds for exclusion is applicable for a member of the alliance .

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

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

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

3.12. All samples of documents are published on the Buyer's profile of the contracting authority on the website indicated in the notice.

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

3.14. When preparing the offer participants shall be obliged to comply with the requirements of the contracting authority.

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

4. FINANCIAL PROVISIONS

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

4.2. The financial offer shall contain prices in EUR. Offers in BGN for the purposes of award shall be recalculated and equaled to EUR as per the official exchange rate of Bulgarian National Bank.

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

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

The Draft shall be subject to approval by ICGB AD before making the payment.

5. CONTENT OF THE OFFER. PREPARATION AND SUBMISSION.

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

5.2. The envelope shall contain:

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

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

5.4. The contracting authority does not commit to assiting for the offer to arrive at the address and within the period set in the notice.

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

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

5.6. Upon a written request made up to three days before expiry of the deadline for submission of offers the contracting authority shall publish on the next working day at the latest at <http://www.icgb.bg/profil-na-kupuvacha/obiavi-i-pokani> in the section Buyer's profile, Notifications and Invitations, written clarifications on the conditions of the public procurement.

5.7. The offer shall contain the following documents:

5.7.1. A list of documents contained in the offer signed and sealed by the participant, as per a sample.

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

5.7.2. An offer for participation, as per sample.

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

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

5.7.5. A list of supplies which are identical or similar to the public procurement as per sample.

5.7.6. Information on the participant as per sample.

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

5.7.8. A technical offer, as per sample

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

5.7.9. A Price offer, as per sample

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

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

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

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

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

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

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

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

6. CONCLUDING A CONTRACT FOR AWARDING THE PROCUREMENT

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

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

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

6.4. The contracting authority shall not conclude a contract when the participant ranked first:

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

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

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

TECHNICAL SPECIFICATION

TO A NOTICE FOR COLLECTING OFFERS FOR AWARDING PUBLIC PROCUREMENT
FOR:
“ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB),
with the use of specialized and suitable software””

PURSUANT TO THE PROCEDURE OF CHAPTER TWENTY-SIX , ART. 187 AND THE
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SCOPE OF SERVICES

GENERAL INFORMATION FOR THE IGB PROJECT

The IGB Project, developed by ICGB AD (50% Bulgarian Energy Holding EAD and 50% IGI Poseidon SA, IGI Poseidon is controlled on an equal basis by DEPA SA of Greece and EDISON International) includes the engineering, financing, construction and operation on a long term basis of the natural gas Interconnector onshore pipeline between Greece and Bulgaria. It will interconnect the natural gas transmission systems of DESFA and TAP, both in Greece, with the one of BULGARTRANGAZ in Bulgaria. To this extent the IGB Project will connect the Southern corridor with the C-SEE gas markets and allow the supply of gas from multi sources (i.e. Caspian, Middle East, East Med and North Africa regions) through the existing and future interconnection of the Turkey, Greek and Italian gas networks and relevant LNG systems. Territorially the pipeline will start from the Municipality of Komotini in Greece where it will be linked to DESFA and TAP natural gas systems and will end in the Municipality of Stara Zagora in Bulgaria where it will be linked with the BULGARTRANGAZ system.

The IGB Project consists of two phases: the construction of the 32", 180 km pipeline between Komotini (northern Greece) and Stara Zagora (central Bulgaria) with a commercial operation date approximately established by the 2H2019;

- the possible add on of a compression station in Bulgaria with a commercial operation date approximately established four years later and subject to market response.;

The first phase of the IGB Project comprises:

- A fiscal metering and pressure control station next to the 36" DESFA pipeline in Komotini.
- A receiving fiscal metering and pressure control station next to the 28" BULGARTRANGAZ pipeline in Stara Zagora, Bulgaria;
- A 32", 180 km buried onshore pipeline including associated facilities;
- Associated SCADA and Telecommunication systems.

The IGB Project is now in the preparatory phase for starting the construction activities and it is completing the acquisition of the land rights for construction permits in Bulgaria and is following up the procedure for obtaining the construction permits in Greece. Among the other activities, the ICGB have recently launched the market test for completing the exemption procedure under the art. 36 of the 73/2009/EC gas directive as endorsed by the Bulgarian and Greek regulatory frameworks.

PARTICULAR SCOPE

The scope of works of the Services to be performed concerns the performance of a Quantitative Risk Assessment for the Greek section of IGB with highest quality and best practice.

The deliverable shall be in accordance with the Greek Technical Regulation for the Natural Gas Transportation Systems and the applicable legislation. Moreover, it shall satisfy the requirements of the Authority who is responsible for its approval and shall incorporate any comments that this Authority may have. The Services shall be considered as completed, upon the approval of the Risk Assessment Study by the approving Authority.

Before and following the submission of said deliverable, the Contractor shall perform any required contacts with the approving Authority, to provide clarifications that may be required, till its final approval.

The software to be used shall be suitable for the specific purpose, including the calculation of the consequences (radiation/explosion effects) from the possible accidents and the latest version produced by a reputable Engineering Company (eg the PHAST Program of DNV-GL). Any equivalent software having similar or same technical parameters as quoted one will be accepted based on relevant justification provided by the Tenderer.

The Study shall take also into consideration that the following parameters should be clearly described in the Study, as referred in the comments made by the Authorities to the superseded and obsolete previous Report:

- a. Technical characteristics of the Project, including construction data and applicable Codes
- b. Type of rupture (small, medium, big, disastrous), with corresponding size of holes and relevant possibility of occurrence.
- c. Basic frequency of pipeline failure per class location, rupture and holes.
- d. Probability of ignition and instant ignition (fireball or jetfire), as well as of delayed ignition (flash fire and vapor cloud explosion).
- e. Event trees, per class location, rupture and holes.
- f. Description of mortality criteria for thermal radiation, instant burning and pressure wave.
- g. Consequences of the event. In this part, the models which were used will be described, as well as the extent of the consequences, the mortal distances for various levels of mortality (LD1, LD50 και LD100), the input and output data from the relevant software for consequences evaluation. The above mentioned calculations will be performed in accordance with the predominant meteorological conditions in the area, or, if there are not relevant data, in accordance with at least two options of the Engineer (eg 2F, 5D). The above to be presented in a separate Appendix.
- h. Analytical calculation of the individual risk, by attaching the input and output data of the software which was used for the calculations. The above shall be in a separate Appendix, with a relevant Table showing the calculation of the Individual Risk assessment and Social Risk assessment at the specific point of the pipeline.
- i. Implementation of suitable mitigation measures for the individual risk (I.R.) (eg increase of the pipeline wall thickness), in order its level to remain under the limit which is set by the Technical Regulation for N.G. Transportation networks. It is reminded that the aforementioned Regulation does not provide the examination of cost-benefit, in order higher I.R. to be accepted.
- j. Examination of the wider area around the pipeline and assurance by the Contractor concerning the presence of homes, public gathering buildings, residents with vulnerable groups, as well as critical facilities within the affected area.
- k. The Report shall also make reference to the FEED Study sections regarding the active seismic faults crossing the pipeline route, the measures which were taken and the final results from the safety point of view. (We note that the seismic study will be made available to Contractor, as well as all relevant FEED Documents, concerning the pipeline route in kmz, the P& ID drawings, etc which might be referred or attached to the Study).

- l. The criteria with which the width of the risk assessment zone was calculated in the Study will be referred.
- m. The risk assessment shall refer to the whole pipeline length, as well to the valve pit stations.
- n. The initiating event of “other reasons”, which is referred in the 9th Report of the EGIG, shall be considered.

The deliverable shall be submitted in both Greek and English language, in four hard copies – two in Greek and two in English and two electronic files.

Note : Everywhere in the documentation name or brand shall mean ‘or equivalent’.

APPENDIX № 1

A LIST OF DOCUMENTS IN THE OFFER

Appendix №	Contents	Type of documents <i>/original or a certified copy/</i>
1.	A list of documents contained in the offer – <i>Appendix № 1</i>	
2.	Offer for participation - <i>Appendix № 2</i>	
3.	A declaration under art. 97, par. 5 of RAPPA(for the circumstances under art. 54, par. 1, item 1, 2 and 7 PPA) - <i>Appendix № 3</i>	
4.	A declaration under art. 97, par. 5 of RAPPA(for the circumstances under art. 54, par. 1, item 3-5 PPA) - <i>Appendix № 4</i>	
5.	A declaration for non-existence of circumstances pursuant to art. 3, item 8 of Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Related to Them and Their Beneficial Owners Act - <i>Appendix № 5</i>	
6.	A list of supplies which are identical or similar to the public procurement as per sample - <i>Appendix № 6</i>	
7.	Information on the participant – <i>Appendix № 7</i>	
8.	A declaration of consent to participate as a subcontractor – <i>Appendix № 8</i>	
9.	Technical offer – <i>Appendix № 9</i> • An authorization document when the person submitting the offer is not the legal representative of the participant	
10.	Price offer - <i>Appendix № 10</i>	

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

APPENDIX № 2

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

OFFER

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

“Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software”

DEAR LADIES AND GENTLEMEN,

Hereby we submit our offer for participation in the public procurement announced by you through collection of offers with a notice pursuant to the procedure of chapter twenty-six, art. 187 and the following from the Public Procurement Act for: " [Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria \(IGB\), with the use of specialized and suitable software](#)"

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

We agree to abide by this offer for a period of not less than 60 (in words: sixty) calendar days after the date set as a deadline for receiving the offers for participation and namely until 30.05.2017.

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

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

In performance of the procurement [we will use/we will not use]¹ subcontractors.

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

¹ *The valid remains only.*

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

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

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

APPENDIX № 3

DECLARATION

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

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

Having ^(position) its seat and management address
.....

Tel./fax:, UIC/BULSTAT

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

“ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software””

I HEREBY DECLARE THAT:

1. I have not been:

- *convicted with an enforced verdict/ I have been rehabilitated*³ for a crime under Art. 108a, Art. 159a – 159d, Art. 172, Art. 192a, Art. 194 - 217, Art. 219 - 252, Art. 253 - 260, Art. 301 - 307, Art. 321, 321a and Art. 352 – 353f of the Penal Code;

- *convicted with an enforced verdict/ I have been rehabilitated*⁴ for a crime analogical to the ones under item 1 in another Member State or a third state;

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

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

Date :

Declarer:

(signature)

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

³ The invalid is crossed or the valid is underlined

⁴ The invalid is crossed or the valid is underlined

APPENDIX № 4

DECLARATION

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

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

(position)

Having its seat and management address

.....

Tel./fax:, UIC/BULSTAT

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

“ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software”

I HEREBY DECLARE THAT:

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

a) none

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

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

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

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

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

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

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

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

Date :

Declarer:

(signature)

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

⁶ The valid hypothesis from the sub-items is underlined or the invalid hypotheses from the sub-items are crossed

APPENDIX № 5

DECLARATION

For non-existence of circumstances
pursuant to art. 3, item 8 of the Economic and Financial Relations with Companies Registered in
Preferential Tax Regime Jurisdictions, the Persons Related to Them and Their Beneficial Owners
Act

By[*participant's name*].....,
BULSTAT/UIC/Registration number in the respective country [.....],
Represented by:
[*names*]

Acting as
[*position or another capacity*]

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

“ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB),
with the use of specialized and suitable software””,

I HEREBY DECLARE THAT:

1. The participant represented by me is registered in a preferential tax regime
jurisdiction, namely:

2. The company represented by me is/ is not related to persons registered in preferential
tax regime jurisdictions/ *delete the invalid/* , namely to:

3. The company represented by me falls within the scope of the exception under art. 4,
item of the Economic and Financial Relations with Companies Registered in
Preferential Tax Regime Jurisdictions, Persons Related to them and Their Beneficial Owners
Act.

4. I am familiar with the rights of the Contracting Authority under art. 6, par. 4 of the
Economic and Financial Relations with Companies Registered in Preferential Tax Regime
Jurisdictions, Persons Related to them and Their Beneficial Owners Act, §7, par. 2 of the Final
provisions of the latter.

I have been informed that for false data I am liable pursuant to art. 313 of the Penal Code.

** item 3 is filled in if the company is registered in a jurisdiction with preferential tax regime or is
related to persons registered in jurisdictions with preferential tax regime.*

Date:2016

Declarer:
(signature)

APPENDIX № 6

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

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

(position)

Having its seat and management address

.....

Tel./fax:, UIC/BULSTAT

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

“ **Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software”**”,

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

№	Subject of the service performed and a short description, including the type of software used	Amount/price (VAT excluded) and quantity/number/volume of the service performed	End date of performing the service	Beneficiary of the service
1.				
2.				

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

1.

2.

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

Date :

Declarer:
(signature)

APPENDIX № 7

INFORMATION ON THE PARTICIPANT

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

“ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software””

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

2. Seat and management address:

Telephone : _____ fax : _____
e- mail _____

3. Contact person:

Name: _____
Position _____
Address _____

Telephone _____ fax: _____

Servicing bank: _____
Branch _____
IBAN _____ BIC _____
Account holder _____

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant’s representative]

APPENDIX № 8

DECLARATION ⁷

of consent to participate as a subcontractor in a public procurement

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

I HEREBY DECLARE THAT:

1. [*I personally/The company represented by me* [name of the company][□]] will [*participate*][□] as a subcontractor of the participant [*participant's name*], if it is selected for a contractor for a public procurement for : “ Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software””.
2. The activities I am to perform as a subcontractor and the share of my participation are as declared by the participant [*participant's name*] in the Offer filled in and signed by them.
3. [*I personally/The company represented by me*] do/es not [*participate*] in the said procedure with an individual offer including as member of an alliance.

Date:

Declarer:

(*signature*)

⁷ To be filled in if there is a subcontractor.

* The valid remains

APPENDIX № 9

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

TECHNICAL OFFER

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

“ **Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software**””

DEAR LADIES AND GENTLEMEN,

Having been informed of the requirements of a public procurement pursuant to the procedure of chapter twenty-six , art. 187 and the following of the Public Procurement Act for:

“**Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software**”, we agree to the conditions set by you and we accept them without objections.

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

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

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

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

- a. the technical characteristics of the project, including constructive data on construction and applicable codes
- b. types of ruptures (small, medium, big, emergency ones), of the respective size of holes and the respective chance of occurrence.

- c. Basic frequency of pipeline failure per class location, rupture and holes.
- d. Probability of ignition and instant ignition (fireball or jetfire), as well as of delayed ignition (flash fire and vapor cloud explosion).
- e. Event trees, per class location, rupture and holes.
- f. Description of mortality criteria for thermal radiation, instant burning and pressure wave.
- g. Consequences of the event. In this part, the models which were used will be described, as well as the extent of the consequences, the mortal distances for various levels of mortality (LD1, LD50 και LD100), the input and output data from the relevant software for consequences evaluation. The above mentioned calculations will be performed in accordance with the predominant meteorological conditions in the area, or, if there are not relevant data, in accordance with at least two options of the Engineer (eg 2F, 5D).The above to be presented in a separate Appendix.
- h. Analytical calculation of the individual risk, by attaching the input and output data of the software which was used for the calculations. The above shall be in a separate Appendix, with a relevant Table showing the calculation of the Individual Risk assessment and Social Risk assessment at the specific point of the pipeline.
- i. Implementation of suitable mitigation measures for the individual risk (I.R.) (eg increase of the pipeline wall thickness), in order its level to remain under the limit which is set by the Technical Regulation for N.G. Transportation networks. It is reminded that the aforementioned Regulation does not provide the examination of cost-benefit, in order higher I.R. to be accepted.
- j. Examination of the wider area around the pipeline and assurance by the Contractor concerning the presence of homes, public gathering buildings, residents with vulnerable groups, as well as critical facilities within the affected area.
- k. The Report shall also make reference to the FEED Study sections regarding the active seismic faults crossing the pipeline route, the measures which were taken and the final results from the safety point of view. (We note that the seismic study will be made available to Contractor, as well as all relevant FEED Documents, concerning the pipeline route in kmz, the P& ID drawings, etc which might be referred or attached to the Study).
- l. The criteria with which the width of the risk assessment zone was calculated in the Study will be referred.
- m. The risk assessment shall refer to the whole pipeline length, as well to the valve pit stations.
- n. The initiating event of “other reasons”, which is referred in the 9th Report of the EGIG, shall be considered.

The final documentation is to be submitted in Greek and in English in 4 paper copies and in two electronic copies.

For performance of the procurement with the subject quoted above we attach the following as well⁸:

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

Please find attached the following to the technical offer :

- /attachments are described if any/.

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant’s representative]

⁸ The participant describes its offer in a free format

APPENDIX № 10

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

PRICE OFFER

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

“ [Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria \(IGB\), with the use of specialized and suitable software](#)”

DEAR LADIES AND GENTLEMEN,

Having been informed of the requirements of a public procurement through collection of offers with a notice pursuant to the procedure of chapter twenty-six , art. 187 and the following of the Public Procurement Act for:“ **Quantitative risk assessment for the Greek section of Interconnector Greece-Bulgaria (IGB), with the use of specialized and suitable software**”, we agree to the conditions set by you and we accept them without objections.

We hereby submit our price offer as follows:

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

...../in numbers and in words/ EUR , VAT excluded

or

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

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

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

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

Date :

SIGNATURE AND SEAL

[name and surname]

[capacity of the participant's representative]

CONSULTING SERVICES AGREEMENT

On this [●], by and between:

ICGB AD, a joint-stock Contracting Authority incorporated and existing under the Bulgarian Law, registered in the Commercial register to the Registry Agency under Unified Identification Code: 201383265 with registered office in BG-1000 Sofia, District "Oborishte", 13 Veslets Str., fl. 2, duly represented herein by its Executive Directors Konstantinos Karagiannakos and Teodora Georgieva-Mileva,

(hereinafter referred to as to "**the Contracting Authority**")

and

..... incorporated and existing under the Greek law, registered in with registered office in duly represented herein by

(hereinafter referred to as to "**the Contractor**")

The Contracting Authority and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS:

(A)ICGB or the Contracting Authority is Company incorporated with the scope of financing, developing, building, owning and operating on a long-term basis the gas interconnector between Greece and Bulgaria. It will interconnect the natural gas transmission systems of DESFA and TAP, both in Greece, with the one of BULGARTRANGAZ in Bulgaria (referred herein after as the "**IGB Project**").

(B)The IGB Project consists of two phases: the construction of the 32", 180 km pipeline between Komotini (northern Greece) and Stara Zagora (central Bulgaria) with a commercial operation date approximately established by the 2H2019.

(C) The IGB Project is in the preparatory phase for starting the construction activities and is in process of completing the acquisition of the land rights for construction permits in Bulgaria and of following up the procedure for obtaining the construction permits in Greece.

The following is agreed and stipulated:

1. SCOPE OF WORK

The scope of works of the Services to be performed concerns the performance of a Quantitative Risk Assessment Process for the Greek section of IGB. The Contractor shall perform the following activities:

- (i) Elaborate and prepare Quantitative Risk Assessment Study (referred hereinafter as “**the Study**”) where the latter shall comprise of all parameters described from letters “a” to “n” following the Scope of Services and the Technical offer of the Contractor (Appendix II) representing integral part of this Agreement;
- (ii) Before or following the submission of the Study under point (i), the Contractor may be also asked to perform any required contacts with the Competent Authorities in order to provide clarifications that may be required till the final approval of the Study.

2. TIME SCHEDULE

- 2.1 The execution of the Services listed in point (i) shall start on the Execution date of this Agreement and the first draft of the Study shall be due in two (2) months of the Execution date.
- 2.2 The final draft of the Study shall be due in three (3) months of the date of the final comments submitted on the first draft by the Contracting Authority.
- 2.3 The execution of the Services listed in point (ii) shall start immediately following the final submission of the Quantitative Risk Assessment Study under point 2.2 and shall be terminated upon the approval of the Study by the competent Authority.
- 2.4 The Contractor shall provide the Services on the date and within the time limit specified in the Agreement, or as otherwise mutually agreed by the Parties.

3. ENTIRE AGREEMENT

- 3.1 The Agreement consists of the present Agreement and the attached documents listed below that are deemed to form, be read and construed as parts of it:
 - I. The present Agreement;
 - II. Appendix I – Technical and Commercial Offer of the Contractor;
 - III. Appendix II - Scope of Services;

3.2 It is mutually agreed by both Parties that by signing this Agreement, no previous documents, correspondence exchanged and any other relevant data written or orally communicated may be taken into consideration or be used in any way whatsoever for the interpretation of this Agreement.

4. CONFIDENTIALITY

4.1 The Contractor shall keep all the data and the results of the Services and all technical and non-technical information, data and knowledge obtained from the Contracting Authority or disclosed to the Contractor on the Contracting Authority's behalf (together herein called the "Information") confidential and shall not disclose to or place at the disposal of any third party or enable any third party to peruse, reproduce, copy or use any or all of the Information without the prior written consent of the Contracting Authority.

4.2 The Contractor shall not use the Information except for carrying out the Services and performances of its obligations hereunder.

4.3 Unless otherwise specified herein the Contractor shall return and cause its personnel to return all documents and material containing the Information received from the Contracting Authority or produced by the Contractor immediately after completion of the Services.

4.4 The Contractor shall ensure that only its personnel carrying out the Services shall have access to the Information and that they shall equally comply with the obligations of the previous paragraphs.

4.5 The Contracting Authority shall have the right to communicate and distribute the deliverables prepared by the Contractor to the following third parties: the shareholders of the Contracting Authority (Edison, Depa, Bulgarian Energy Holding) or their related companies, to the Contracting Authority's advisors, consultants and agents, as well as to any public authority, body or other person having jurisdiction and exercising governmental, provincial or local authority in Bulgaria, Greece or any other jurisdiction with respect to the IGB Project.

4.6 In the case of infringement of the confidentiality obligation by the Contractor or by a person for whom the Contractor is responsible, the Contractor shall pay the Contracting Authority equivalent of all associated damages and losses.

5. CONTRACTOR'S MAIN OBLIGATIONS

5.1 The Contractor shall perform and complete the Services:

- a) in accordance with the Agreement;
- b) in compliance with all applicable laws;
- c) in an efficient, safe, courteous, ethical and businesslike manner in line with the industry practice.

5.2. The Contractor shall perform all activities with the help of specific purpose software including the calculation of the consequences (radiation/explosion effects) from the possible accidents in the performance of IGB Project.

5.3. The Study shall be elaborated in accordance with the Greek Technical Regulation for the Natural Gas Transportation Systems and the applicable legislation.

5.4. The Study shall be considered completed upon approval of the Competent Authority following the provisions of article 8.

- 5.5. The Contractor undertakes to release the Contracting Authority from and protect it against any liabilities and responsibilities of any kind deriving from Contractor's breach of laws, decrees, regulations and central and/or local government issues.

6. DUTIES AND TAXES

- 6.1 All direct and indirect taxes and duties in connection with the performance of the Services by the Contractor, including any fines and surcharges for the same, and generally all and every tax duty imposed by any applicable law shall be borne by the Contractor.
- 6.2 The Contract Price is deemed to include all taxes and duties as referred to in Art.6.1, excluding Value Added Tax, and the Contractor shall be responsible for the payment of its own tax (including income or withholding tax) and of any other taxes levied or assessed in lieu against the Contractor by the Greek State or any other competent authority.
- 6.3 In the event that the Contracting Authority is obliged to withhold or deduct any Bulgarian tax on any amount payable to the Contractor hereunder, the Contracting Authority shall pay such withheld and/or deducted tax to the proper Bulgarian authorities on behalf of the Contractor. In such a case, the Contracting Authority shall provide the Contractor with any evidence of such payment provided by the relevant Bulgarian authorities.
- 6.4 The Contractor shall indemnify and hold harmless the Contracting Authority from any and all claims, losses, costs, damages and expenses (including payment of attorney's fees and other litigation costs) arising out of or in connection with any failure by the Contractor to fulfil all its obligations under this Art.6.

7. WARRANTIES

- 7.1 The Contractor warrants it is, and shall at all times be, a competent, qualified and experienced Contractor in carrying out the Services, organized, insured for the performance of the Services in an efficient, professional and timely manner and meeting all the requirements of this Agreement.
- 7.2 The Contractor shall start, execute and diligently perform the Services in accordance with this Agreement, in compliance with the applicable legislation in order to deliver to the Contracting Authority the completed Services within the time schedule.
- 7.3 The Contractor warrants that the Services shall be in accordance with this Agreement, shall be free from defects and shall conform to the good practice and generally accepted international standards. The Contracting Authority may require the Contractor to repeat, without Contracting Authority's additional cost, the defective parts of the Services.

8. ACCEPTANCE CERTIFICATE

- 8.1. The first draft study shall be submitted in the time limits pursuant article 2.1. Following 10 (ten) days of the submission, the Contracting Authority shall either accept the deliverable or request amendments of the draft Study. The acceptance shall be evidenced by a double signed acceptance certificate by both the Contractor and the Contracting Party. Following the signing of the acceptance certificate and the terms defined in article 10.1 "a", the Contractor shall be entitled to receive intermediary payment.

- 8.2. The final draft study shall be submitted in the time limits pursuant article 2.2. Following 10 (ten) days of the submission, the Contracting Authority shall either accept the deliverable or request amendments of the study. The acceptance shall be evidenced by a double signed acceptance certificate by both the Contractor and the Contracting Party. Following the signing of the acceptance certificate and the terms defined in article 10.1 "b", the Contractor shall be entitled to receive final payment.
- 8.3. The Final Study approved by the Authorities certified by the respective decision shall be ground for the final payment.
- 8.4. In case the Contracting Authority does not issue a certificate for acceptance of the Services within thirty (30) calendar days from the receipt of Contractor's written request and submission of the deliverable, the Contractor shall be informed in writing, within the above-mentioned time period, of the reasons for which the Contractor's Services cannot be accepted. In the latter case the Contractor shall take all necessary corrective actions for making good its Services, and shall request again in writing their acceptance, following the above-mentioned procedure.

9. LIABILITY

- 9.1 The Contractor shall indemnify, protect and defend the Contracting Authority from and against all actions, claims and damages arising out of or resulting from the non-compliance of the Contractor with its obligations under this Agreement.
- 9.2 The Contracting Authority shall indemnify, protect and defend the Contractor from and against all actions, claims and damages arising out of or resulting from the non-compliance of the Contracting Authority with its obligations under this Agreement.
- 9.3 In case of delay of the Contractor to comply with the obligations under the present Agreement pursuant the time limits defined in article 2 with more than 50 (fifty) days following the day on which the first or the final draft of the Study is expected to be delivered, the Contractor shall owe the Contracting Authority penalty for delay in the amount of 10% of the whole sum due for payment.
- 9.4 In case that the Contractor fails to perform fully with its obligations under this Agreement by completion date even after written invitation on behalf of the Contracting Authority, the Contractor shall owe the Contracting Authority penalty for non-performance in the amount of 30 % of the whole sum of the lump sum defined in article 10.1.

10. CONTRACT PRICE AND PAYMENTS.

- 10.1 For performance of the Services in accordance with the requirements and the conditions laid down herein, the Contractor shall be remunerated with the lump sum price in the amount of excluding VAT (referred hereinafter as the "**Contract Price**") paid in two instalments as following:
 - a) Payment in the amount of 30 % of the lump sum representing first intermediary payment which shall be due in 5 (five) working days upon the acceptance of the first draft of the Study pursuant article 2.1. certified by signed certificate for acceptance by the Contracting Authority pursuant article 8.1.
 - b) Payment in the amount of 30 % of the lump sum representing second intermediary payment which shall be due in 5 (five) working days upon the acceptance of the final draft of the Study pursuant article 2.2. certified by signed certificate for acceptance by the Contracting Authority pursuant article 8.2.

- c) Payment in the amount of 40 % of the lump sum representing final payment which shall be due in 5 (five) working days upon the acceptance of the Study pursuant article 2.2. by the Competent Authority upon condition that all comments are reflected or otherwise closed in a way acceptable for the Competent Authority.

10.2 The Contract Price and any remuneration payable to the Contractor under article 10.1 (if any) is inclusive of all Contractor's fees, costs and expenses or the performance of the Services with the exception of the VAT and all activities under Art. 1.2 above, including travel and accommodation costs for one site visit duration within three business days, home office and participation in meeting held in Athens.

11. INVARIABILITY OF PRICES

The Contract Price and any remuneration payable to the Contractor under Art. 10.1. (if any) shall remain fixed and firm throughout the duration of the Services and this Agreement.

12. INVOICING AND TERMS OF PAYMENT

12.1 The Contractor shall issue the invoice after the issuance of the Acceptance Certificate by the Contracting Authority pursuant article 8.

12.2 Once the Contracting Authority approves the invoice via e-mail, the Contractor shall issue the original and send it to the Contracting Authority.

12.3 The original invoice shall be sent to the Contracting Authority to the following address:

ICGB AD

VAT Nr.:BG201383265

BG-1000 Sofia, Bulgaria

13 Veslets Str., fl. 2

12.4 The invoices shall be paid within thirty (30) days from the date of the invoice approval.

12.5 All payments shall be made by bank transfer to the account, which the Contractor shall specify on its invoice.

13. CHANGES

13.1 The formal change order shall be mutually agreed between the Parties and shall describe the impact, if any, in terms of time and prices of the requested change in the Services.

14. FORCE MAJEURE

14.1 Force Majeure means any act of war (declared or undeclared), insurrection, riot, act of terrorism or sabotage, blockade, embargo or general strike which:

- (i) has a material and adverse effect on the ability of either Party to perform its obligations under this Agreement; and
- (ii) is not reasonably foreseeable or which, if reasonably foreseeable, is not avoidable by the adoption by the affected Party of all reasonable precautions and through the exercise of diligence and reasonable care.

14.2 Neither of the Parties hereto shall be considered to be in default in the performance of its obligations to the extent such performance has been prevented by Force Majeure.

14.3 The Party affected by a Force Majeure event, shall notify the other Party as soon as possible.

14.4 In the event of Force Majeure, the obligations of the Parties hereunder (except those previously incurred and remaining capable of fulfilment) shall be suspended during the period of Force Majeure, provided, however, that the affected Party shall make every effort to remedy cause thereof.

14.5 If the Force Majeure situation lasts for more than sixty (60) calendar days, after its notification, either Party shall be entitled to terminate this Agreement without prejudice.

14.6 The change shall be implemented by the Contractor as soon as possible after it has received from the Contracting Authority the relevant change order specifying the extent, the time schedule of the change and the relevant price adjustment as agreed by the Parties.

15. SUBCONTRACTING

15.1 The Contractor may subcontract the Services in accordance with the conditions proposed in the submitted Offer approved by the Contracting Authority.

15.2 In case the subcontracting has been approved by the Contracting Authority, such subcontracting shall not relieve the Contractor from any liability and/or responsibility under this Agreement, and the Contractor shall be responsible for the acts or defaults or neglect of any of its subcontractors as if they were its own.

16. ASSIGNMENT

16.1 The Contractor shall not have the right to transfer or assign any of its rights or obligations under this Agreement to third parties without the prior written consent of the Contracting Authority.

16.2 The Contracting Authority shall not have the right to transfer or assign this Agreement to a successor, a subsidiary, or affiliate, which shall be notified to the Contractor.

17. TERMINATION AND RESCISSION

17.1 The Contracting Authority shall be entitled to terminate this Agreement in the following cases:

- a) at any time without a cause by sending a fifteen (15) calendar days' prior written notice to the Contractor;
- b) upon the occurrence of an event of Force Majeure in accordance with the provisions of Art. 15 above;
- c) unilaterally in case of delay of the Contractor to provide any of the Services under article 1 point (i) pursuant the time limits defined in article 2 with more than 50 (fifty) days following the day on which either the first or the final draft of the Study is expected to be delivered.

17.2 In the event of termination of this Agreement as per Art.17.1, the Contracting Authority shall pay to the Contractor all outstanding amounts due for the Services performed up to the date of the termination.

17.3 In addition to all rights specifically set forth in this Agreement, the Contracting Authority shall be entitled to rescind this Agreement upon the occurrence of any of the following events:

- a) the Contractor enters into voluntary or compulsory winding-up or Contracting Authority dissolution proceedings, or the Contractor is adjudged insolvent by an order that has taken effect or that is subject to immediate enforcement;
- b) the Contractor's licenses to carry out the Services are revoked;
- c) the Contractor is in delay in the completion of its Scope of Services and the submission of relevant deliverables as defined in Article 1 for more than 15 (fifteen) calendar days after the expiry of the three months period from the Execution date according to Article 2, and only if this delay is due to Contractor's fault.
- d) the Contractor abandons the Services hereunder without cause;
- e) The Contractor fails or it becomes clear that it cannot complete the Services to the satisfaction of the Contracting Authority by the completion date;
- f) the Contractor commits other material breach in respect of the performance of any of its obligations under this Agreement.
- g) The Contractor shall have the right to rescind this Agreement unilaterally if the Contracting Authority has committed a material breach of its contractual obligations. Prior to rescinding the Agreement, the Contractor shall demand in writing from the Contracting Authority to eliminate the obstacle being the ground for rescission, by defining an appropriate term thereof, which cannot be less than 45 (forty-five) calendar days, after expiration of which the Agreement shall be deemed terminated.

17.4 The termination or rescission of this Agreement for the reasons stated in Art.17.3. shall not prejudice the right of the Contracting Authority to damages for breach of this Agreement. It is expressly agreed that the Contractor shall be liable to the Contracting Authority for any and all damages incurred by the Contracting Authority due to Contractor's failure to perform the Services in the manner laid down herein.

18. GOVERNING LAW - SETTLEMENT OF DISPUTES

18.1 The validity and interpretation of this Agreement and the legal relations of the Parties shall be governed by the laws of Republic of Bulgaria. If there is a conflict between any provision of the Agreement and the applicable law, the latter shall prevail.

18.2 The Contracting Authority and the Contractor shall try to amicably settle any dispute arising from the Agreement. If the Parties fail to amicably resolve any dispute within a period of fifteen (15) calendar days, then any Party may refer the dispute for exclusive and final settlement before the competent Court in Sofia, Bulgaria.

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

19. INTELLECTUAL PROPERTY

19.1 The Contractor waives, and shall procure, that all subcontractors waive, the exercise against the Contracting Authority of intellectual property rights, such as patent, copyright, trademark, service mark, registered design rights, moral right, topographical rights and other like rights in connection with the Services that are or become vested in the Contractor and/or subcontractors.

19.2 In respect of intellectual property rights vested in third parties, the Contractor shall obtain from such third parties (at no cost and expenses to the Contracting Authority) such permission, waiver or license as may be necessary to enable the Services to be performed and completed and/or the Services used or modified by the Contracting Authority or by any person whom the Contracting Authority has authorised to use or modify the Services.

19.3 The Contractor shall indemnify and hold the Contracting Authority harmless against any and all claims, losses, costs, damages and expenses arising out of or in connection with any actual infringement by the Contractor of any intellectual property rights in connection with the Services. Furthermore, the Contractor shall defend and service at its cost and expense any action involving the Contracting Authority and its affiliates which (action) is based on any such infringement.

19.4 Without prejudice to the Contractor's aforesaid obligations, the Contractor shall immediately notify the Contracting Authority as soon as it becomes aware of any actual or alleged infringement of intellectual property rights and of the steps that it has taken or proposes to take to avoid, circumvent, overcome or minimise the effect that such actual or alleged infringement may have upon the performance of the Services and/or the use of the same by the Contracting Authority or by any person whom the Contracting Authority has authorised to use or modify the Services.

20. ETHIC RULES

The Contractor pledges to abstain from offering any commission or compensation of any other kind to the Contracting Authority's employees, or distribute presents and other forms of generosity (use of means of transport, hospitality) which exceed the limits normally considered acceptable in commercial relationships, or to undertake commercial transactions with the said employees which could create a conflict of interest with those of the Contracting Authority.

21. LANGUAGE OF THE CONTRACT

The English language shall be the official language of the Agreement and shall be used throughout all exchanges between Parties including all communications, reports, correspondence, drawings, specifications, calculations and invoices.

22. NOTICES

Any notification under this Agreement shall be well and sufficiently reserved, if made in writing and sent by fax and/or registered mail to the addresses noted below

If to the Contracting Authority:

ICGB AD

Dimitar Spassov

e-mail: dimitar.spassov@icgb.eu

and

George Kostopoulos

e-mail: g.kostopoulos@depa.gr

If to the Contractor:

Att.

Phone:

Fax:

Email:

Either Party may change its address for service at any time by giving notice of such change in writing to other Party.

A notice sent by mail shall be deemed to be received at the time when in due course of email, it would be delivered at the address to which it is sent.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on the dates indicated below:

For and on behalf of **ICGB AD:**

Signature: _____

Signature: _____

Name: Mr. Konstantinos Karagiannakos

Name: Mrs. Teodora Georgieva-Mileva

Position: Executive Director

Position: Executive Director

Date: _____

Date: _____

For and on behalf of

Signature: _____

Name:

Position:

Date: _____

An integral part of this Agreement are the following Appendixes:

- 1. Appendix I - Contractor's Technical and Commercial Offer**
- 2. Appendix II – Scope of Service**