

**CONTRACT
FOR PROCUREMENT OF SERVICES**

No. 17100-4

This contract dated 11/10/17, between:

1. **Brikel EAD**, having its seat and registered office address in Bulgaria, 6280 Galabavo – Outside town, Galabovo Municipality, Stara Zagora, registered in the Registry Agency under UIC 123526494, Tax number BG 123526494, represented by Yanilin Pavlov in his capacity of Executive Director hereinafter referred to as Contracting Authority, and

2. **Amec Foster Wheeler Environment and Infrastructure UK Ltd**, having its seat and registered office address in UK, WA16 8QZ Knutsford town, Booths Park, Tax number GB 163 2707 74, represented by Adrian Shields in his capacity of Operations Director hereinafter referred to as Contractor.

This contract is concluded as a result of conducted public procurement procedure through direct agreement, reg. No. 17100.

DEFINITIONS

In this contract unless the context otherwise requires, the following words and phrases shall have the following meanings:

“**Contract**” – this document with all the attachments and appendices;

“**Confidential Information**” shall mean any and all information of the Contracting Authority (including, without limitation by specification, any information relating to any activity of the Contracting Authority or any other party) that is disclosed to the Contractor in written, graphic, recorded, photographic or that is orally conveyed to the Contractor.

“**Affiliate**” of any person means any other person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with that person. The term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise.

“**Person**” shall be broadly interpreted to include the media or any corporation, partnership, limited liability company, trust, association, joint venture, government or governmental or self-regulatory body or agency or other entity or individual.

“**Representatives**” means the officers, directors, employees, agents, representatives or advisors (including financial advisors, attorneys, accountants and other consultants) of the Receiving party and its subsidiaries.

1. SUBJECT OF THE CONTRACT

The CONTRACTING AUTHORITY assigns and the CONTRACTOR accepts to complete Environmental Cost Benefit Analysis relating to the achievement of the emission levels specified in BATC, for the following lot:

Lot Four: „Environmental Cost Benefit Analysis of Brikel EAD relating to the achievement of the emission levels specified in BATC”

as per the Terms of Reference - Appendix 1, Contractor's Proposal- Appendix 2 and Appendix 3 – Record from negotiations dated 19.09.2017.

2. PRICES AND PAYMENTS

2.1. The total price of the contract amounts to 32 800.00 British Pounds (GBP) VAT excluded (“CONTRACT PRICE”)

2.2. The contract prices are fixed for the term of the present contract and are not subject to change.

2.3. Payment shall be made in two instalments as follows - 50% shall be paid within 30 days of submission of a preliminary report. The remaining 50% shall be paid within 30 days of submission of a final report and the issuance of a certificate of takeover for the completed works (this comprises a letter). The issuing of such certificate shall not be unreasonably withheld or delayed.

2.4. Payment shall be made through bank transfer in British pounds (GBP). The bank fees at the CONTRACTOR's bank are at the CONTRACTOR's expense, the bank fees at the CONTRACTING AUTHORITY's bank are at the expense of the CONTRACTING AUTHORITY. The bank accounts of the Parties are:

CONTRACTING AUTHORITY:

UniCredit Bulbank AD

IBAN: BG14UNCR70001521779468,

BIC: UNCRBGSF

CONTRACTOR:

National Westminster Bank

IBAN: GB76NWBK56003327338401,

BIC: NWBKGB2L

3. TERM OF THE CONTRACT

3.1. The deadline for submitting a final report, divided into sections corresponding to the pollutants and the type of analysis, shall be three months calculated from the signing of the contract.

3.2. The intermediate deadline for submission of the following:

3.2.1. The methodology note shall be within 3 weeks following the signing of the contract

3.2.2. DCA (Damage Costs Assessment) shall be within 8 weeks following the signing of the contract

3.2.3. A preliminary report, divided into sections corresponding to the pollutants and the type of analysis shall be 10 weeks following the signing of the contract, subject to prompt receipt and validation of the necessary input data requested by the CONTRACTOR within its offer reference 7165 (Appendix 2 to this Contract). Such initial input data request shall be provided by the Contractor within 1 week following the signing of the Contract.

3.2.4 All of the above milestones are subject to the Contracting Authority providing the CONTRACTOR with all data required to undertake the analysis in a timely manner, that there are no changes to the scope of the work as a result of the methodology note and are subject to the CONTRACTOR receiving all data analysis from its subcontractor. Further, the CONTRACTOR shall be entitled to withhold submission of the final report if the first installment payment has not been made in accordance with the provisions of Clause 2.3. In such case Clause 5.1 will not apply.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

The listing of specific rights and obligations of the Parties in this section of the Contract is non-exhaustive and does not affect the effect of other clauses in the Contract or the applicable law providing for rights and/or obligations of either Party.

General rights and obligations of the CONTRACTOR

4.1. The CONTRACTOR shall be entitled to:

1. receive remuneration in the amount, terms and conditions hereof;
2. seek and obtain from the CONTRACTING AUTHORITY the relevant assistance for the fulfillment of the obligations hereunder, as well as all relevant documents, information and data directly related or necessary for the completion of the Contract;

4.2. The CONTRACTOR undertakes to:

1. provide the Service and fulfill his obligations under this Contract within the agreed deadlines and in compliance with the Contract and the Appendices;
2. submit to the CONTRACTING AUTHORITY a report and revise it within the time period specified by the CONTRACTING AUTHORITY when the CONTRACTING AUTHORITY has requested it

General rights and obligations of the CONTRACTING AUTHORITY

4.3. The CONTRACTING AUTHORITY shall be entitled to:

1. receive the Service as agreed herein;

2. request from the CONTRACTOR to revise or elaborate on any document prepared under this contract, as agreed in it;

4.4. The CONTRACTING AUTHORITY undertakes to:

1. pay to the CONTRACTOR the Price in the amount, according to the procedure and under the conditions stipulated herein;

2. provide and secure access of the CONTRACTOR to the information necessary for the performance of the Services, subject to the Contract;

5. PENALTIES AND LIMIT OF LIABILITY

5.1. In case the CONTRACTOR fails to fulfill at his own fault any of the obligations resulting from this contract and/or delays the completion of fulfillment within the agreed time, except in the case of Force Majeure, penalty amounting to 0,10 % shall be due by the CONTRACTOR for each day of delay, but not more than 5 % of the total contract price.

5.2. The CONTRACTOR's liability in respect of i) personal injury (including death) caused by its negligence; and ii) wilful misconduct or gross negligence shall be unlimited.

5.3. Subject of Art. 5.2 and to the fullest extent permitted by law, the Contractor's liability in respect of the performance or non-performance of the Services, whether under this Contract, under any indemnity, in negligence or otherwise, shall be limited to loss or damage that is a direct and foreseeable result of the Contractor's negligence or default and shall not exceed the Contract Price.

5.4. Subject of Art. 5.2, the Contractor shall not be liable, whether in contract, tort and otherwise at law, irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the Contractor, for (1) any indirect, special or consequential loss or damage or (2) loss of revenue (3) loss of profits (4) loss of business opportunity (5) loss of or damage to goodwill (6) loss of contracts (7) money payable to third parties on account of delay (8) loss of savings (whether anticipated or otherwise) (9) wasted expenditure.

6. CONTRACT TERMINATION

This contract is terminated in case of:

6.1. Terms expiration of the contract;

6.2. Mutual agreement by both parties, expressed in writing.

7. CONFIDENTIALITY

Any information on Contracting Authority's affairs that has become known to Contractor, whether with respect to the contract or otherwise, shall be treated as strictly confidential by Contractor. Contractor shall not, without the prior written consent of Contracting Authority, during existence or after termination of this agreement, disclose to any third party (including, without limitation, its

representatives and affiliates) any such information, unless required under applicable law.

The Contractor agrees that he and his representatives will (i) use the confidential information solely for the purpose of performing their obligations under this contract and not for any other purpose and (ii) keep the confidential information confidential and not disclose it, in whole or in part, to any person without the prior written consent of the Contracting Authority. The Contractor and his representatives shall safeguard the confidentiality of the confidential information in the same manner and with the same level of care (but no less than reasonable care) that the Contractor uses in safeguarding and handling its own confidential and proprietary information. The Contractor shall be responsible for any breach of the terms of this contract (or any directions hereunder) by its representatives (in addition to and not in limitation of any right or remedy the Contracting Authority may have against such person) and shall take all reasonable measures (including court proceedings) to restrain its representatives from using or disclosing the Confidential Information in violation of or otherwise breaching or threatening to breach any of the provisions of this agreement.

Upon termination of the contractual relationship with the Contracting Authority, the Contractor shall hand over to the Contracting Authority all records, data, information, and any other documents produced or acquired during the performance of this contract and all copies thereof to the Contracting Authority.

Such material shall at all times remain the exclusive property of the Contracting Authority, unless otherwise agreed in writing.

Upon termination, the Contractor agrees to make no further use or utilization of any Confidential Information. The Contractor's obligations for confidentiality shall continue to be in force upon or after termination of this Contract.

The Contractor shall not be liable for disclosure of any such confidential information if the same is disclosed with the prior written approval of the Contracting Authority or is disclosed pursuant to the order or requirement of a court, administrative agency, or another governmental body.

8. SEVERABILITY

If any of the clauses of this contract is or becomes invalid, this does not affect the remaining part of the contract. In that case the invalid clause shall be considered replaced with a legally valid one in a way compatible with the applicable legislation.

9. GOVERNING LAW

9.1 This Contract, incl. the Appendices thereto, as well as all agreements resulting from or related to it, and all rights and obligations related to it shall be governed by and construed in accordance with the laws of Bulgaria.

9.2 Any dispute between the parties arising out of or in connection with this Contract which cannot be amicably resolved shall be finally settled by the competent Bulgarian court.

10. SUPPLEMENTARY PROVISIONS

10.1. By signing this contract, the Contractor declares that he is aware of the CONTRACTING AUTHORITY'S Company's policy regarding his disagreement with the eventual transfer of the receivables under a public procurement contract, in view of which any notifications made to him in this regard will not produce the necessary action.

The present Contract was signed in two identical originals in English language, one for each of the parties and enters into force from the date of its signature.

An integral part of the present contract are:

Appendix 1 – Contracting Authority's Terms of Reference

Appendix 2 – Contractor's Proposal (technical and price offer)

Appendix 3 – Record from negotiations dated 19.09.2017


CONTRACTING AUTHORITY:


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Yanilin Pavlov
Executive Director



CONTRACTOR:


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Adrian Sheddle
Operations Director