

APPROVED: _____



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EXECUTIVE DIRECTOR**

**DOCUMENTS FOR PARTICIPATION
IN AN OPEN PROCEDURE
FOR AWARD OF PUBLIC PROCUREMENT
CONTRACT WITH THE FOLLOWING SUBJECT:**

**CONDUCT OF 3D FIELD SEISMIC SURVEY
IN BLOCK PROVADIA**

**AUGUST 2014
SOFIA**

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I. Decision for opening a public procurement procedure

(see the Bulgarian Procurement Agency site www.aop.bg - file reference № 02306-2014-0001, *Amendment Decisison ID №621070* of August 19, 2014)

II. Public procurement notice

(see the Bulgarian Procurement Agency site www.aop.bg - file reference N° 02306-2014-0001, *Amendment Decisison ID N°621070* of August 19, 2014)

III. TERMS AND CONDITIONS FOR CONDUCTING THE PROCEDURE

Requirements to Participants

Eligible to participate in the open procedure shall be any Bulgarian or foreign legal or physical person, who has submitted an offer within the time limit as specified in the Public Procurement Notice in accordance with the requirements as set out in PPA, and the present documents.

1. Any interested person who has submitted an offer shall be designated as "Participant" in the open procedure for Public Procurement.

2. Ineligible to participate in the procedure for Public Procurement award shall be and the Company shall exclude from participation any Participant:

a) who has been convicted by an effective sentence, unless rehabilitated, for:

- a criminal offence against the financial, tax or social security system (including money laundering) under Art. 253 - 260 of the Penal Code;
- bribery under Art. 301 - 307 of the Penal Code;
- participation in a criminal organization under Art. 321 and 321a of the Penal Code;
- a criminal offence against property under Art. 194 - 217 of the Penal Code;
- a criminal offence against the economy under Art. 219 - 252 of the Penal Code;

b) who has been declared bankrupt;

c) who is the subject of proceedings for compulsory winding up or of similar proceedings under such candidate's or participant's national laws and statutory instruments of secondary legislation;

d) where any member of the management or supervisory body, as well as any person acting deputy for such a position, is a related person to the Company or to high-ranking officials in its organization;

e) who has conducted a contract with a person within the meaning of Art.21 or 22 of the Conflict of Interest Prevention and Disclosure Act;

f) who does not meet the terms and requirements specified in the documents for participation or has submitted an offer that does not meet the terms and conditions as preliminary specified by the Company in the present documents;

g) who has declared consent to and has been named as a subcontractor on the offer of another participant in the present public procurement.

3. Any person who wants to participate in the procedure shall submit an offer drawn up according to the requirements as set out in these documents for participation. The offer shall be submitted within the time frame and to the address as specified in the public procurement notice, in accordance with the procedure described hereunder.

4. An offer can be submitted by any person meeting the requirements as set out in the Public Procurement Act and the minimum requirements to participants as set out by the Company in the documents for participation.

5. Every participant may submit only one offer to participate.

6. The Company may exclude from participation in the public procurement procedure any

Participant who:

a) is the subject of pending proceedings for a declaration of bankruptcy or has reached an out-of-court arrangement with the creditors thereof within the meaning of Article 740 of the Trade Act and, in the cases where the Participant is a foreign person, is the subject of similar proceedings under the national laws and statutory instruments of secondary legislation, including where the activities thereof are under administration by the court or the Participant has suspended its business activities;

b) is deprived of rights to practise a particular profession or activity according to the legislation of the country where the violation has been committed;

c) has incurred any pecuniary liabilities to the State or to a municipality within the meaning of Article 162(2) of the Tax-Insurance Procedure Code, established by an effective instrument of a competent authority, save as where rescheduling or deferral of said liabilities has been allowed, or has failed to fulfil obligations related to the payment of social security contributions or of taxes according to the legal provisions of the country in which the participant is established;

d) has been convicted by an effective sentence for documentary offence under Art.313 of the Penal Code with a reference to conducting procedures for public procurement award.

7. When the participants are legal persons, the requirements referred to in 2(a) and 6(b) shall apply as the following:

a) To general partnership - for the persons specified in Art.84 (1) and Art.89(1) of the Trade Act;

b) To limited Partnership – for the persons specified in Art.105 of the Trade Act excluding the limited liability partners;

c) To limited liability company – for the persons stipulated in Art.141(2) of the Trade Act, respectively the persons specified in Art.147(1) of the Trade Act;

d) To joint stock company – the authorized persons under Art.235(2) of the Trade Act or Art.235(1) when there is no authorization;

e) To partnership limited with shares – for the persons specified in Art.244(4) of the Trade Act;

f) And to the remaining cases – for the persons, that legally represent the participant;

g) In the cases under b. a)-b.f – also for the procurators if any; when a foreign person has more than one procurator the declaration shall be submitted only by the procurator whose representative authority includes the territory of the Republic of Bulgaria.

8. Upon submission of an offer the Participant shall certify the circumstances referred to in item 2 (save for (f) and (g)) and in item and in item 6 by submitting declarations using the forms given in the documents for participation and at signature of the public procurement award contract the participant that has been selected as contractor shall be obligated to submit documents by the respective competent authorities certifying non-applicability of the circumstances referred to in item 2, (a), (b) and (c), and in item 7. The circumstances under

item 6 (f) shall be established by means of comparing the information provided by the Participant in the documents submitted in the offer to participate against the conditions and requirements as set out by the Company in the documents for participation.

9. Where a participant, or a subcontractor thereof, is a foreign legal person or a group of foreign natural and/or legal persons, such foreign persons shall satisfy the requirements referred to in item 2 and item 6 in the country where they are established.

10. Where a Participant contemplates participation of subcontractors in performing the public procurement, the requirements referred to in item 2 and item 6 shall apply for the subcontractors as well.

Communication between the Company and the Participants

11. All communications of the Company and Participants, as well as of any other interested persons under this procedure, shall be in writing. The exchange of information between them may be conducted in any of the following ways:

- a) personally – upon signature;
- b) by mail – by a registered letter with advice of delivery sent to the address notified by the other party;
- c) by a courier service sent to the address notified by the other party;
- d) by fax sent to the fax number notified by the other party;
- e) by electronic means under the terms and procedure as set out in the Law for the Electronic Document and the Electronic Signature;
- f) by a combination of the above means.

12. Letters and notices shall be addressed to the contact person designated for the purpose.

13. Participants shall send their correspondence in the language specified in the notice as the language in which the offer may be submitted.

14. The Company shall draw up and send its correspondence (letters, notices, replies, additional information, etc.) in the Bulgarian language. Where the documents are available both in Bulgarian and in translation into in another language, correspondence may be sent also in translation into such other language. In the event of differences in the text in Bulgarian and the translation, the text in Bulgarian shall be valid.

15. Any notice sent during the procedure shall be deemed to be received where it has reached the addressee at the address indicated by the latter. Where the addressee has changed its address and has failed to duly notify the other party thereof, or where the addressee does not want to receive the notice, a notice shall be deemed to be received where it has arrived at the address known to the sender. Where the notice has been sent by by electronic means under LEDES, it shall be deemed to be received upon entering the system of the recipient regardless if the latter has read it or not.

16. The Company shall have the right to make available to the persons who have purchased documents for participation also electronic copies of the documents for participation or part thereof. In the event of differences in the content of the documents submitted on paper and on

electronic carrier, the paper document shall be considered valid.

17. The exchange and storage of information in the course of the public procurement award procedure shall be done in such a way that the integrity, authenticity and confidentiality of the information are guaranteed.

18. Where the candidate or participant is a foreign legal person or a group of foreign persons, the official documents issued by the respective bodies and institutions shall be submitted in the original (certified copy) and in a legalized translation into Bulgarian.

19. Where it has been specified for any of the documents covered in item 18 herein or the Public Procurement Notice that it may be submitted in a "certified copy", such document shall be deemed to be any document the copy whereof is certified by a notary or by another official authority in the country where the participant is established, which has legal capacity to certify the truthfulness of transcripts and copies of documents.

20. Where it has been specified for any of the official documents specified in the documents for participation that it may be submitted in "a copy certified by the participant", such document shall be deemed to be any document the copy whereof bears the signature of the participant in blue color affixed below the certification and a fresh stamp of the candidate/participant, while it is also desirable that the copy should bear an inscription "This is a true copy of the original", the name and surname of the signatory and the date on which the signatory has made the certification.

Confidentiality of the Information

21. The results of the implementation of this procurement shall be confidential in nature.

22. Upon submission of its offer the Participant may specify which part thereof is of confidential nature and require the Company not to disclose it. The Company shall not have the right to disclose any information submitted by Participants, which they have designated as confidential in terms of technical or trade secrets, save in the following cases:

a) In fulfilment of the obligation of the Company to dispatch information on the concluded contract to the Public Procurement Register;

b) Where on a written request by a Participant the Company fulfils its legal obligation to afford such Participant access to the protocol or provide it with a copy thereof. In such case, the Company shall take care and may withhold access to information contained in the protocol where the disclosure of such information is in conflict with a statutory instrument or prevents, restricts or disrupts competition.

23. The decisions of the Company, which the Company is obligated to notify to the participants, shall be delivered according to the procedure as provided for in item 11.

24. The Company shall appoint by a written order a commission for conducting the procedure after the final date fixed for receipt of offers.

25. The time limit for completion of the work of the commission shall be specified by the Company in the order and may be changed only by an order of the Company.

26. The time limit under item 25 shall be consistent with the specifics of the public

procurement contract and may not exceed the time limit for validity of the offers.

27. Commission members and consultants thereto shall be obligated to respect the confidential nature of the circumstances and the facts that have become known to them in connection with their work on the commission.

28. Should, for any valid reason, any commission member be unable to perform his/her duties and may not be replaced by a substitute member, the Company shall issue an order designating a new member.

29. The commission appointed by the Company shall commence work after receipt from the Company of the list of participants and the offers as submitted.

30. Commission members and consultants shall sign and submit to the Company declarations to the effect that they:

a/ have no material interest in the award of the public procurement contract to a particular Participant;

b/ are not "related persons" within the meaning of the Trade Act to any participant in the procedure or to any subcontractor named by such participant, or to any members of the management or supervisory bodies thereof;

c/ do not have a private interest in the meaning of Conflict of Interest Prevention and Disclosure Act in the award of the procurement;

d/ engage themselves to keep confidential the circumstances, which they came to know in connection with their work in the commission.

31. Participants or authorized representatives thereof may be present at the opening of the offers.

Submission of offers

32. The Company shall specify a time frame and a place to submit offers in the Public Procurement Notice. The time frame shall be consistent with the requirements under Art. 104 of the PPA.

33. Each participant shall draw up and submit an offer that is fully responsive to the requirements and guidelines as set out in the present documents as well as Art. 56 of the PPA.

34. Where the Company has specified in the subject of the public procurement that an "Option" is included, the participant shall be obligated to offer such an option in the offer, save where the Company has expressly specified in the documents for participation that it is desirable for an option to be offered in the offers. The Company shall have the right, at its own discretion, to include the option in the scope of the contract, the time frame for using this right being such as set out in the notice of the documents for participation. Where the participant has offered the option in its offer, such participant shall not waive use of the option, nor amend the conditions for use of the option until the time limit for exercising the option expires.

35. Submission of variants in the offer shall be accepted only where it has been expressly specified in the public procurement notice and the variants submitted meet the requirements and conditions as set out in the documents for participation.

36. Every participant may submit only one offer in the procedure. With the offer the Participant shall submit the documents described in the GUIDELINE ON DRAWING UP AN OFFER.

37. The offer shall be submitted to the address as specified in the public procurement notice before the date and hour specified in the invitation to offer. All time limits in the present documents are specified in Sofia, Republic of Bulgaria local time.

38. Within 10 (ten) days before the final date fixed for submission of offers the Participants in the procedure may request from the Company in writing explanations in substance on the Documents for participation. The Company shall draw up its reply in writing within four days from submission of such request and shall make it available to all persons it is aware of having obtained Documents for participation and have notified an address for correspondence, while not mentioning in the reply the person that has made the enquiry.

39. Participants may also submit some of the documents in their offers not only on paper but electronically as well. In the event of differences in the content of the documents submitted on paper and on electronic carrier, the paper document shall be considered valid.

40. Information submitted on electronic carrier only and not on paper carrier shall not be deemed to be submitted in the procedure, save where such information is sent in accordance with the terms and procedure as provided for in the Electronic Document and Electronic Signature Act.

41. Upon receipt of an offer, the serial number, date and hour of receipt thereof shall be marked on the envelope, said particulars shall be registered in an incoming register and a document to that effect shall be issued to the bearer.

42. Where a Participant sends its offer by registered mail or by courier service, it shall send it in such a way as to procure its arrival at the address specified by the Company before expiry of the time limit for submission of offers. The risk of delay or loss of the offer shall be borne by the Participant.

43. The Company does not undertake commitment to provide assistance for arrival of offers at the address and within the time limit specified by the Company. The participant may not require assistance from the Company for customs clearance of parcels; taking general delivery from a post office; interaction with couriers, etc.

44. Any Participant in the procedure may amend, supplement or withdraw its offer within the time limit set for submission of offers.

45. Participants may not withdraw or amend their tenders after the final date fixed for submission of initial offers.

Forms of Documents for Participation in the Procedure

46. A list with the titles of the forms of documents for participation in the procedure as contained in the documents for participation is given in the table of contents of the documents for participation.

47. The forms of documents for participation in the procedure are provided also on electronic

carrier. In the event of established differences in the texts provided on paper and on electronic carrier, the text provided on paper carrier shall be valid.

48. All costs in connection with the participation of the Participant in the procedure shall be for account of such participant *разходи*.

49. Where no offers have been submitted under the procedure, the Company shall have the right to extend the deadline by no more than 30 (thirty) days or terminate the procedure by a reasoned decision.

Consideration, Evaluation and Ranking of Offers

50. Where no participant has submitted a valid offer, the Company shall terminate the procedure by a reasoned decision.

51. When one or more Participants have submitted a valid offer within the time frame as specified by the Company, the Commission appointed after receipt of the offers, shall consider, evaluate and rank the offers.

52. The Commission shall evaluate the offers in accordance with the previously announced terms and conditions, evaluation criteria and indicators.

53. The Commission shall commence work after receipt of the list of Participants and of the offers submitted.

54. The Commission shall open the envelopes with the offers in the order of submission thereof and at the time and on the day, specified in the Public Procurement Notice. The opening of the offers is public and may be attended by Participants in the procedure or authorized representatives thereof, as well as representatives of the mass communication media and of non-profit legal entities.

55. The Commission shall open the offers and verify the availability of three sealed envelopes – envelope No.1 *Documents for Selection*, envelope No.2 *Offer for Performance of Public Procurement* and envelope No.3 - *Price Tendered* whereafter at least three members of the commission shall sign each Participant's envelope containing the price tendered. The Commission suggests that one representative of each of the participants attending should sign the *Price Tendered* envelope of the other participants.

56. In the presence of the persons under item 54 the Commission shall open envelopes No.1 – Documents for Selection and No.2 - Offer for Performance of Public Procurement and at least three of the Commission members shall sign all the documents contained therein. The Commission suggests that one representative of each of the Participants attending should sign the documents of the other Participants.

57. The Commission may at any time verify the data submitted by the Participants, require clarifications from them as well as further evidence of data, specified in envelopes Nos. 1 and 2. This option may not be used to amend the technical proposal and price offer of the participants.

58. The Commission shall make decisions by majority of the members thereof. Should any member of the commission dissent from a decision adopted, such member shall sign the

protocol with a dissenting opinion and shall set forth the reasons thereof in writing.

59. The Commission, with a well-founded rationale in the protocol, shall propose to the Company for exclusion from the procedure any Participant:

- a) who or which has failed to submit any of the documents required herein;
- b) in respect of whom there exist any circumstances covered under item 2 and 6 herein;
- c) who or which has submitted an offer which is incomplete and does not meet the terms and conditions, the volume and requirements specified herein and the applicable statutory requirements and which does not include envelope No.1 – *Documents for Selection* and/or envelope No.2 - *Offer for Performance of Public Procurement* and/or envelope No.3 *Price Tendered*.

60. Only offers of Participants that have not been excluded from participation in the procedure due to inconsistency with terms and conditions herein shall be subject to evaluation under the criteria herein.

61. Participants shall inform the Company while the procedure is under way of all changes that might have occurred in the circumstances under items 2 and 6 within seven days of their occurrence.

62. Where the designs contain performance characteristics or functional requirements permitting precise definition of the subject of the procurement, an offer, which complies with a Bulgarian standard transposing a European or international standard, shall not be excluded if the Participant proves therein that said standards relate to the performance characteristics and functional requirements as specified by the Company.

63. In the cases covered in item 62, the Commission shall be obligated to require and the Participant shall be obligated to furnish as evidence a technical dossier of the manufacturer or a test report or a certificate issued by a recognized body.

64. The evaluation of the technical proposals of the Participants shall be prepared by the technical experts in the Commission's membership who have the relevant qualification or expertise in the area of the procurement subject. The evaluations under each criterion are determined by a consensus of the Commission members. Should they fail to reach a consensus on the evaluation of any criterion, each member (respectively expert in the relevant area) of the Commission shall fill in a table with individual evaluations of the offers in terms of the respective indicator. Each offer shall get an evaluation in terms of the relevant indicator, representing the arithmetical mean of the individual evaluations of this indicator. Notwithstanding the experts who have prepared the evaluation under the relevant indicator, it is subject to approval and confirmation by the Commission which is certified by signing a protocol by all its members. Should a member of the Commission disagree with the evaluation as prepared under the relevant indicator, the member shall have to sign the protocol with a dissenting opinion which shall be prepared in writing and attached to the protocol.

65. The Commission shall open envelope No.3 *Price Tendered* subject to completion of the technical evaluation and signing of the protocol under item 64 by all members of the

commission.

66. The Company shall announce, in an appropriate manner, the date, time and place of the opening of the price offers – envelope No.3 *Price Tendered*. The Participants participating in the procedure or authorized representatives thereof, as well as representatives of non-profit legal entities and the mass communication media, shall have the right to be present upon the opening of the envelope No.2 *Price Tendered*.

67. Prior to opening the price offers the Commission shall announce to those present under item 66 the results of evaluation of the offers under the technical indicators.

68. Envelope No. 3 *Price Tendered* of a Participant whose offer fails to meet the requirements of the Company, specified herein, shall not be opened.

69. The Commission shall evaluate and rank the offers in accordance with the pre-announced evaluation conditions and criteria under the Methodology for determining a complex assessment of offers and manner of ranking the offers specified therein.

70. Where the offers are evaluated on the Economically Most Viable Offer basis and it has been specified in the notice that variants are authorized, all variants submitted, meeting the requirements as specified, shall be subject to evaluation according to the method for evaluation of offers contained in the present documents for participation. In such case, only the highest-ranking variant submitted by a Participant shall be included in the ranking. Where the Company has not authorized submission of variants in the offer and a Participant has submitted such variants, the offer submitted by such Participant shall be excluded as a whole and shall not be subject to evaluation.

71. Should any participant tender an offer which is 20 per cent more favourable than the average value of the rest of the tenders, the Commission must request from the said participant a detailed justification in writing of the offer so tendered. The Commission shall allow reasonable time for submission of the said justification, which shall not be less than three working days from receipt of the request therefor.

72. The Commission may accept the justification in writing under item 71 and not propose for exclusion the offer where objective circumstances are cited, relating to:

- an original solution as to the performance of the public procurement;
- the technical solution proposed;
- the exceptionally favourable conditions available to the Participant;
- the economics of the performance of the public procurement;
- obtaining State aid.

73. Should a Participant fail to submit the justification in writing as requested within the time limit under item 71, or should the commission determine that the circumstances cited are not objective, the Commission shall propose the participant for exclusion from the procedure.

74. The Commission shall prepare a report for the consideration, evaluation and ranking of the tenders pursuant to Art.72 of the PPA and conclude its work by delivery of the protocol to the

Company.

Selection of a Public Procurement Contractor

75. Not later than 5 working days after the Commission has completed its work, the Company shall issue a reasoned decision declaring thereby the ranking of the participants and the Participant that has been selected as the Public Procurement Contractor. In the decision, the Company shall furthermore specify the participants and offers that have been excluded from participation in the procedure and the grounds for the exclusion thereof. The Company shall dispatch the decision on the ranking to the participants within three days after it has been issued.

76. The Company shall terminate the public procurement award procedure by a reasoned decision only in case where:

- a) no offers have been submitted, or no Participants have been admitted to participation;
- b) none of the offers meets the terms and conditions as announced in advance by the Company;
- c) all offers, which meet the terms and conditions as announced in advance by the Company, exceed the financial resources, which the Company is able to procure. In such case, the Company shall include in the decision the lowest price tendered and may not conclude a frame agreement with the same subject at a price equal to or higher than the price specified in the decision upon conduct of a successive procedure within the same year;
- d) the first or second-ranked Participant declines to conclude a frame agreement;
- e) the need to conduct the procedure is eliminated as a result of a material change in the circumstances, including impossibility to procure funding for performance of the procurement contract for reasons which the Company could not have foreseen;
- f) irregularities in the initiation and conduct of the procedure have been established that cannot be corrected without change of the terms and conditions under which the procedure has been announced;
- g) the selected contractor fails to submit within the specified time limit the required documents for signature of the public procurement frame agreement.

77. Within three days after the decision for termination, the Company shall notify the participants of the termination of the procedure.

78. Any decision, action or omission on the part of the Company in a public procurement award procedure prior to the conclusion of the frame agreement shall be subject to appeal on the premises of its lawfulness before the Commission for Protection of Competition in accordance with the procedure as provided for in Chapter XI of the Public Procurement Act. The complaint may be submitted by any interested person within ten days after such person is notified of the respective decision or action and if not so notified – from the date on which such person becomes aware of such decision or action or from the date on which the deadline for the particular action expires. The claim shall not suspend the public procurement award procedure, save for the cases where the decision for selection of a Contractor is appealed. No

claim can be submitted after the signature of the public procurement frame agreement.

79. The participation guarantees shall be released as follows:

- a) those provided by excluded participants – within five working days after expiry of the time limit for the lodgement of an appeal against the decision of the Company for selection of a Contractor;
- b) those provided by participants ranked first and second – after signature of the public procurement frame agreement;
- c) those provided by the other participants - within five working days after expiry of the time limit for the lodgement of an appeal against the decision of the Company for selection of a Contractor;
- d) upon termination of the public procurement award procedure, the guarantees provided by all participants shall be released within five working days after expiry of the time limit for the lodgement of an appeal against the decision on termination.

Execution of a Public Procurement Contract

80. The Company shall execute a public procurement contract/s for performance of the subject of the public procurement with the Participant that has been selected as Contractor as a result of the procedure conducted.

81. The contract shall be concluded within one month after the decision for selection of a Contractor under item 76 or the definition which allows for a preliminary fulfilment of this decision has become effective but not before expiry of 14 (fourteen) days from notification of the participants concerned of the decision for selection of a Contractor. The Company shall not have the right to conclude a contract with the Contractor selected before all decisions under the procedure come into force. The Company may conclude the contract before the term for appeal expires where the selected Contractor is the only Participant concerned.

82. The public procurement contract shall be concluded in full conformity with the draft contract, presented in the documentation for participation and shall include all proposals in the offer submitted by the Participant selected as Contractor. Any outstanding matters concerning the conclusion, performance and termination of the contract shall be governed by the provisions of the Bulgarian Trade Act and Law on Obligations and Contracts.

83. Upon signature of the public procurement contract the Participant that has been selected as Contractor shall be obligated to produce documents certifying the non-applicability of the circumstances covered by item 2 and by item 6 (for those circumstances that are indicated in the notice) as issued by a competent authority. Where the Participant that has been selected as Contractor is a foreign legal entity or an association of foreign physical and/or legal entities, it shall certify the circumstances by documents issued by a competent authority or an extract from a court register, or an equivalent document issued by a judicial or administrative authority of the country in which such Participant is established. Where the said country does not issue the above documents or where said documents do not cover all above-mentioned circumstances that have to be certified, the Participant shall submit a declaration on oath if the

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national law of such participant provides for such declaration. Where the relevant national law does not provide for declarations on oath, the participant shall submit a solemn declaration made before a competent judicial or administrative authority, a notary or a competent professional or trade body in the country where the participant is established.

84. Where the offer provides for the participation of subcontractors in the performance of the public procurement, such subcontractors shall also submit the above-mentioned documents.

85. Documents shall be submitted in the original or in a notarized copy and shall be issued not earlier than 6 (six) months before the date of their presentation.

86. The person selected as contractor shall furthermore meet the requirements and restrictions covered in items 2 and 6 at the point of conclusion of the public procurement contract.

87. Upon signature of the public procurement contract the Participant selected as Contractor shall be obligated to submit in addition to the documents covered in item 83 also a public procurement performance guarantee in accordance with the terms and conditions as set out in the public procurement notice and in section GUARANTEE of the present guidelines.

88. Where the Participant selected as Contractor is a group of natural and/or legal persons and where the Company has provided in the notice for a requirement to establish a legal person, at the signature of the contract the Participant shall submit a document for registration of a legal person. In such case, the newly incorporated legal person shall be bound by the offer submitted by the group.

89. Where the Company has not provided in the notice for a requirement to establish a legal person, the public procurement contract shall be concluded after the Contractor submits to the Company a certified copy of a certificate for registration of the established group in the Registry Agency, or an equivalent document for the foreign groups if the relevant national legislation provides for such document.

90. Where the Participant selected as Contractor fails to submit the documents referred to in items 83, 84, 87, 88 or 89 or, the Contractor declines to conclude the procurement contract, the Company may select as Contractor the Participant ranked second in the procedure, or terminate the procedure. The Company shall invite the latter in writing to conclude a public procurement contract within three days after the circumstances under the preceding sentence have been established.

91. Where the participant ranked second fails to submit the required documents or declines to sign the contract, the Company shall terminate the procedure.

92. Where the price tendered by the Participant for performance of the subject of the procurement is calculated employing a method described in the offer, the method may not be changed upon the signature and until the completion of the contract.

93. Any differences between the unit prices given in the price offer and the expenses actually incurred during the performance by the Contractor with whom the contract has been signed shall be for the account of such Contractor.

Contract/s Performance Guarantee

94. The guarantee shall be provided in one of the following forms:

- a) a cash deposit to the account of the Company;
- b) a bank guarantee in favour of the Company.

95. The selected Contractor shall be free to choose a form of the performance guarantee.

96. The amount and the currency of the guarantee shall be specified in the public procurement notice and in the "Guidelines on drawing up an offer to participate in an open procedure".

97. Where the amount of the guarantee is specified in BGN, foreign participants may provide the guarantee in **euro** at the official rate of exchange of the BGN to the euro of the Bulgarian National Bank at the date on which the guarantee is opened.

98. The Company may furthermore require other performance guarantees in the cases as specified by a Law.

99. Where the participant provides a bank guarantee, the conditions of such guarantee shall correspond to the conditions in the Bank Guarantee for Performance form enclosed in the documents for participation.

100. Where the conditions in the text of the performance guarantee provided by the selected Contractor differ from those in the form as provided in the present documents, the Company may refuse to accept the guarantee and/or may require correction thereof. The Participant selected as Contractor shall be obligated to comply with the requirement made by the Company. Otherwise, it shall be deemed that the required bank guarantee for performance has not been provided.

101. The bank charges for the opening of the guarantees shall be for Contractor's account. The Contractor shall provide for and pay its charges for the opening and servicing of the bank guarantee in such a way that the amount of the guarantee received by the Company is not less than the amount specified in the present procedure.

102. The Company shall release the guarantees, while owing no interest for the period during which the Company has held such guarantees in legal possession.

103. The terms and conditions of retention or release of the performance guarantee are regulated in the draft contract contained in the present documents for participation.

Other Guidelines

104. Any matters concerning the conduct of the procedure and the drawing up of the offers by the participants, which are not regulated in the present guidelines, shall be governed by the Public Procurement Act and its implementing regulations.

105. Where the documents for participation or part thereof are provided to participants in Bulgarian and in translation into another language, in case of differences between the text in Bulgarian and the translation, the text in Bulgarian shall be valid.

106. Where the participants in the procedure submit documents in a language other than Bulgarian with a translation into Bulgarian, in case of differences between the text in the original language and the translation into Bulgarian, the text in Bulgarian shall be valid.

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107. To make up for any deficiency in the *Terms and Conditions for Conducting a Procedure* the Public Procurement Act and its implementing regulations shall apply.

108. These *Terms and Conditions for Conducting a Procedure* shall apply to the extent that they do not run afoul of the Public Procurement Act and its implementing regulations.

IV. GUIDELINES ON DRAWING UP AN OFFER IN AN OPEN PROCEDURE

1. Receipt of documents for participation

The documents for participation may be obtained from the Company's office in Sofia 1407, 5 Philip Kutev Street, each working day by 17.00 on presentation of the details of the party concerned – name, address, telephone, fax and e-mail or downloaded from the website where the Company has posted the documentation – www.overgas.bg. The documentation for participation is provided to the parties concerned free of charge.

2. Offer Form for participation in the procedure

2.1. Every interested party shall submit an offer for participation in an open procedure, drawn up in accordance with the requirements as set out in the present documents for participation, by completing the respective form enclosed (Form O-1). In preparation of the offer each interested party shall follow precisely the conditions announced by the Company. The forms enclosed with the documents for participation and the terms and conditions set out therein shall be binding for the candidates. In case where the offer is not submitted in conformity with the enclosed forms, the Commission appointed by Company shall have the right while examining the offers to eliminate the candidate from further participation in the procedure on the grounds of *non-conformity of the offer to the requirements as set out in the documents for participation*.

2.2. The offer shall be prepared, submitted and accepted in accordance with the requirements of the PPA.

2.3. The offers are to be received by 17.00 on the date specified in the Public Procurement Notice, at the place of the address, specified in the Public Procurement Notice or by post to the same address by registered mail with receipt of delivery, by fax or announced by telephone, pursuant to the requirements of Art. 78 of the PPA.

2.4. Where the offer is submitted on site or by post, the Participant shall submit it in an opaque sealed envelope. The envelope shall specify the candidate's name, mailing address, telephone, fax and e-mail address, the name of the public procurement it participates in. Each sheet of the offer shall be signed (certified) by the person authorized to represent the respective candidate. On acceptance of the offer, the serial number, date and hour of receipt thereof shall be marked on the envelope, said particulars shall be registered in an incoming register and a document to that effect shall be issued to the bearer.

2.5. The offer for participation in the procedure shall be prepared in the language specified in the Public Procurement Notice.

3. Content of the Offer for participation in an open procedure

3.1. After the Participant has completed the Offer for participation in the open procedure in accordance with Form O-1 and signed it, it shall place it together with the enclosures in the opaque envelope, whose right-hand bottom corner is marked by the name of the procedure -

Conduct of 3D field seismic survey in licensed block PROVADIA.

Three sealed opaque envelopes shall be placed in the envelope – envelope No.1 - Documents

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for selection, envelope No. 2 - Offer for public procurement performance and envelope No. 3 – Price tendered.

The following documents shall be placed inside envelope No. 1 (pursuant to art.56.1 of the PPA):

3.1.1. An ID Document or document for registration of the participant, evidencing the legal personality of the participant (for legal entities);

3.1.1.1. Where the candidate is a physical person – a copy of the ID document.

3.1.1.2. Where the candidate is a foreign national – the relevant equivalent document, issued by a judiciary or administrative body in the country where it is established, which shall be submitted in legalized translation in the Bulgarian language.

3.1.2. An explicit notarized Power of attorney held by the signatory of the offer (original) on behalf of the Participant where the offer is signed by an authorized person; - it shall be submitted where the offer (or any other document therein) is not signed by the managing director and representative of the participant according to its current registration but by a representative of the participant expressly authorized to that effect. The power of attorney shall contain all data of the persons (authorized person and authorizing person) as well as a solemn declaration to the effect that the authorized person is empowered to sign the offer to participate and to represent the candidate in the procedure. The declarations given hereunder may not be signed by an authorized representative. The declarations given hereunder may not be signed by an authorized representative. Where the participants are groups, a document signed by the persons in the group which is to explicitly specify the representing person.

3.1.3. A document for a guarantee for participation presented

3.1.3.1. The amount of the participation guarantee shall be **BGN 12 000 /BGN twelve thousand/** or its euro equivalent at the Bulgarian National Bank ask rate of exchange on the day the payment is made into the bank account of Overgas Inc. AD. The participation guarantee may be in the form of cash deposit or bank guarantee. The bank guarantee shall be drawn up in accordance with Form O-2. The following must be written in the payment order: **"Participation guarantee for public procurement with the following subject: Conduct of 3D field seismic survey in licensed block PROVADIA.** The validity of the participation guarantee must conform to the requirements of the present documents for participation and must cover the whole term of validity of the offer submitted by the Participant.

3.1.3.2. The Company shall have the right to retain possession of the participation guarantee, where:

- Participant withdraws its offer after expiry of the time limit fixed for the receipt of offers. Where the Participant has provided a bank guarantee, the Company shall have the right to proceed with exercise of the rights arising from the said guarantee;
- Participant lodges a claim against the decision for selection of Contractor – until settlement of the dispute;
- the Participant has been selected as Contractor but fails to fulfil the obligation thereof to

conclude a public procurement frame agreement. Where the Participant has provided a bank guarantee, the Company shall have the right to proceed with exercise of the rights arising from the said guarantee.

3.1.3.3. The participation guarantee shall be released as follows:

- those provided by any excluded candidates or participants – within 5 (five) working days after expiry of the time limit for the lodgement of an appeal against the decision of the Company on preliminary selection, selection of Contractor, accordingly;
- those provided by the participants ranked first and second – upon signature of the public procurement contract, and those provided by the other ranked participants – within 5 (five) working days after expiry of the time limit for the lodgement of an appeal against the decision for selection of a Contractor;
- upon termination of the public procurement award procedure, the guarantees provided by all candidates or participants shall be released within 5 (five) working days after expiry of the time limit for the lodgement of an appeal against the decision for termination.

3.1.3.4. The Company shall owe no interest for the period during which the Company has held such guarantees in legal possession. The bank charges related to the opening of the guarantee shall be borne by the Candidate. It shall also project and pay its opening charges in such a way that the amount of the guarantee received by the Company is no less than as specified in this procedure.

3.1.4. Evidence of the economic and financial standing, as specified in the Notice, in the case where the Participant is a legal entity as follows:

3.1.4.1. copies of the audited financial statements for the three previous years for which annual closing of accounts has been performed (certified copy), or any of the constituent parts thereof, where publication thereof is required by the law of the country in which the candidate or participant is established;

3.1.4.2. information on the main contracts for services fulfilled in the last 3 (three) years – (Form O-7) as well as references from the respective Contracting Parties;

3.1.4.3. information on the total turnover of the participant (original) and on the turnover in respect of the services, which are subject of the procurement, for the previous three years, depending on the date on which the participant was set up or started doing business – Declaration (form O-8);

3.1.4.4. any other information at the participant's discretion to evidence its abilities.

3.1.4.5. Where the participant intends to use subcontractors, it shall submit evidence of the economic and financial standing of the subcontractor as specified in this item τ.3.1.4.

3.1.5. Documents evidencing the technical ability and/or the qualification of the Participant.

The following documents shall be submitted as evidence of the technical ability of the Participant to perform the operations in the separate lots:

3.1.5.1. A declaration (original optional text) from the participant that he possesses and shall

use all modern technical equipment and technology, guarantying the conduct of field seismic survey.

3.1.5.2. A brief Description of the technical equipment and of the ability to perform the whole quantity of operations required for the satisfactory performance of the subject of the procurement in its entirety. As early as this stage, the Participant shall submit written evidence of the satisfactory execution of the works assigned, from which at least:

- documents evidencing the origin of the equipment and software;
- technical specification of the machines and equipment;
- description of working methods and QC procedures;
- a list of the sites on which the equipment has been used in the last three years;
- references for similar orders performed.

3.1.5.3. A declaration from the Participant (original optional text) to the effect that if he is selected as a Public Procurement Contractor, he shall present in his offer:

- evidence of technical serviceability of the equipment;

3.1.5.4. The Participant shall submit evidence to the effect that it has available experts capable to form and work in a team that organizes, manages, controls and bears responsibility for the overall performance of the subject of the frame agreement. The list specifies the team members' educational and professional qualification and such other information as may prove the technical abilities and qualification of these persons.

3.1.6. Declarations of non-applicability of the circumstances covered in Article 47.1,2 and 5 of the Public Procurement Act in accordance with the forms (Forms O-4, O-5, O-6).

All candidates shall sign such declarations including the persons, specified in item 6) d), and 8) of section III Terms and conditions for conducting the procedure. Where the members of the management and supervisory bodies of the participant are legal persons, the declarations shall be signed by the representatives of such persons in the respective management or supervisory body. Declarations shall be furthermore submitted by the natural and legal persons that are members of a group and by the subcontractors of the Participant.

Where the Participant intends to use subcontractors, it shall submit Declarations of non-applicability of the circumstances covered in Article 47.1,2 and 5 of the Public Procurement Act in accordance with the forms (original Forms O-4, O-5, O-6) signed by the Subcontractor's representative.

3.1.7. List of the subcontractors, if any, as well as a list of works (joint operations) that he has fulfilled with the specified subcontractors for the last three years (original). The list shall contain the names of the subcontractors and the share of participation thereof (as a percentage of the total value), as well as description of the portion of the public procurement object to be performed by each subcontractor. **Declaration (Form O-3)** by the subcontractor it consents to participate as a subcontractor of the participant in the performance of the public procurement and is aware of the performance conditions.

3.1.8. Declaration of acceptance the terms and conditions of the draft contract

3.1.9. Declaration under Article 4.7 and under Article 6.5.3 of the Measures Against Money Laundering Act

3.1.10. Declaration under Article 6.2 the Measures Against Money Laundering Act

3.2. The above documents shall be enclosed with the offer and shall be described in the list of the documents contained in the offer. For the conformity with all the technical requirements, for which the format of the document is not specified, it is assumed that the facts and circumstances could be proved with a declaration signed by the Participant.

3.3. The Participant may submit a Certificate of registration on an official list of approved economic operators of an EU Member State (original or legalized copy). In such case, the Participant may not be excluded from a public procurement award procedure on the grounds of failure to submit any of the above-mentioned documents, provided that the relevant circumstance is proven by the certificate submitted.

4. Submission of Offers by the Participants

4.1. The time limit of validity of the offer must conform to the time limit specified in the notice and shall represent the time limit within which the participants shall be bound by the conditions of the offers they have submitted but **may not be less than 90 (ninety) days** as from the deadline for receipt of tenders. The offer may not be amended after the deadline for submission.

4.2. The offer shall be submitted in a sealed opaque envelope by the Participant in person or by an authorised representative thereof, or by registered mail with advice of delivery, or by a courier service. The Participant shall write on the envelope "Offer for participation in an open public procurement procedure" and shall indicate the public procurement object, a mailing address and a contact person, a telephone number, a fax number and an e-mail address. The Participant shall place three sealed opaque envelopes in this envelope - envelope No.1 - Documents for selection, envelope No. 2 - Offer for public procurement performance and envelope No. 3 – Price tendered.

4.3. Envelope No.3 with inscription "Price Tendered" shall contain the Price Offer prepared in accordance with (Form O-14).

4.3.1. In view of costing the volumes of tests completed, described in V. Full Description of the Public Procurement Performance Project, the participants shall submit their price offer in accordance with Form O-14.

4.3.2. In order to cost the types of operations and research the Participants shall indicate all prices specified in Form O-14. If additional parameters are proposed, their costing shall be agreed between Company and Contractor.

4.4. In Envelope Nº 2 Offer for public procurement performance the Participant shall place:

4.4.1. The **Technical proposal** filling in the form of the Documents for participation – Form O-12, accompanied by an Appendix containing the organization, technical parameters, technological consistency and timing of the execution of the public procurement.

In the technical proposal the Participant shall present and with the documents enclosed prove

its technical and technological capabilities, organizational and professional skills to perform the full range of activities in accordance with requirements set forth by the Company in Section V. Public Procurement Performance Project.

4.4.2. Public Procurement Implementation Schedule and Daily Productivity (Form O-13).

4.4.3. Such other documents as the Participant may deem to be particularly important in the evaluation of its offer.

5. Conditions for Formulating the Prices Tendered for the Performance of the Public Procurement

5.1. When formulating the price tendered, the Participant shall include all expenses incurred for performance of the public procurement in accordance with the requirements of Section V Full Description of the Public Procurement Project”.

5.2. The proposed method of payment shall be in accordance with the requirements as set out in the documents for participation and the contract.

6. Number of Copies of the Offer

One original.

7. Withholding tax

In drawing up their initial offer, foreign persons shall be aware that for the execution of the contract the relevant Tax Treaty for the Avoidance of Double Taxation between the Republic of Bulgaria and the country, in which the participant is registered and taxable, shall be applied respectively. The foreign participants shall present an official Certificate from the competent tax authorities certifying that for the certain year the taxpayer is a resident of the specified State “X” – Contracting State under the terms of the Treaty, as well as a declaration, declaring that the participant is the actual owner of the income and does not have a permanent establishment for commercial activity in Bulgaria. In cases, where there is no Tax Treaty for avoidance of double taxation in force or the Tax Treaty could not be imposed through the fault of the Participant, any payment due shall be subject to levy of a 10 % tax withheld at source, pursuant to Corporate Income Tax Act.

8. Confidentiality of the Information in the Conducted Public Procurement Procedure

Participants shall not disclose to third parties without the written consent to that effect of the Company any facts or information about the Company which have become known to them from the Documents for participation or from other materials, which have been made available to them during the selection of a public procurement contractor.

9. Public Procurement in the Form of Separate Lots

There are no separate lots in the present public procurement.

10. Requirements and Conditions Concerning Guarantees for Public Procurement performance

10.1. The requirements and conditions concerning the procurement performance guarantee are in accordance with the Notice and the guarantees may be in the form of “cash deposit” or “bank guarantee”.

10.2. Where the Participant has opted for a cash deposit guarantee, it will be transferred in to the account of Overgas Inc. AD : IBAN BG23UBBS 8423 1010 8260 12, BIC UBBSBGSF, UBB, Frityof Nansen Branch, Sofia.

10.3. Upon signing the frame agreement the Contractor shall present a document for a deposited guarantee for performance of its obligations thereunder pursuant to Art. 59.3 of the PPA.

10.4. Where the Contractor presents a bank guarantee, the conditions of the guarantee shall conform to the requirements specified by the Company in (Form O-15).

10.5. The contract/s performance guarantee shall be at the rate of 5 % (five percent) of the value of the procurement and shall have a validity of no less than 1 (one) month as from signing the delivery protocol of the finalization of the Work under the public procurement contract by the Company as performed without comments. The release of the guarantee shall be made after the expiry of the above-stated one month unless the Company has used such guarantee before the contract is completed for reasons of the Contractor defaulting on any of its obligations under the Frame agreement as specified therein.

11. Execution of a Public Procurement Contract

11.1. The contract shall be concluded within one month after the decision for selection of a Contractor or the definition which allows for a preliminary fulfilment of this decision has become effective, but before the expiry of the term for appeal against the decision for selection of a contractor. The Company shall not have the right to conclude a contract with the Contractor selected before all decisions under the procedure come into force. The Company may conclude the frame agreement before the term for appeal expires where the selected Contractor is the only party concerned.

11.2. The public procurement contract shall be concluded in full conformity with the draft contract presented in the documentation for participation and shall include all proposals in the offer submitted by the Participant selected as Contractor. Any outstanding matters concerning the conclusion, performance and termination of public procurement contract shall be governed by the provisions of the Bulgarian Trade Act and Law on Obligations and Contracts.

11.3. Upon signature of the public procurement contract, the Participant that has been selected as Contractor shall be obligated to produce in addition to the documents covered in item 83 of *Terms and Conditions for conducting the Procedure* also a public procurement performance guarantee in accordance with the terms and conditions as set out in the public procurement notice and their forms. The person selected as contractor shall comply with the requirements under Art. 47.1.2 and 5 of the PPA as at the moment of concluding the contract as well.

11.4. A public procurement contract shall not be concluded with a participant selected as contractor who at the moment of signing the contract:

- fails to fulfil its obligation under Art.47.9 and Art.48.2 of the PPA;
- fails to submit the guarantee for performance of the contract.

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Upon such a hypothesis the Company may select as contractor the Participant ranked second in the procedure or terminate the procedure. The Company shall select as contractor the next ranked participant and invite it in writing to conclude a public procurement contract within three days from establishment of the circumstances under the preceding sentence. Should the second ranked participant fail to submit the necessary documents or refuse to sign the contract, then the Company shall terminate the procedure.

V. FULL DESCRIPTION OF THE PUBLIC PROCUREMENT IMPLEMENTATION PROJECT

1. Present statement:

Overgas Inc. AD is the holder of a Permit for prospecting and exploration of oil and natural gas in block Provadia pursuant to decision of the Council of Ministers № 9 of 13.01.2010, promulgated in SG, issue 6 of 2010, decision of the Council of Ministers № 85 of 17.02.201, promulgated in SG, issue 16 of 2014 of prolongation of the Permit for prospecting and exploration of oil and natural gas in block Provadia.

2. Appendix:

3D seismic acquisition program in Block "Provadia"

3D seismic acquisition program in Block "Provadina"

OVERGAS Inc. SA



**3D SEISMIC ACQUISITION PROGRAM
IN
BLOCK „PROVADIA”**

**July 2014
Sofia**

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I. INTRODUCTION

3D seismic surveys covering a total length of 50 km² are planned in Provadia Block in accordance with the requirements laid down in Annex No. 1 / 24.04.2014 to the Agreement for oil and gas prospecting in Provadia Block of 22.02.2010 made between Overgas Inc. AD and the Ministry of Economy and Energy (MEE) relating to the first 2-year extension to the Permit and the Statement of Findings of 24.04.2014 on Force Majeure circumstances interfering with the agreement's implementation. This is a draft program for performing 3D seismic work in accordance with the General and Annual work designs on oil and gas prospecting in Provadia Block submitted to the Ministry of Economy and Energy under Ref. № E-26-0-31/03.06.2014.

II. GEOLOGICAL PREREQUISITES FOR CONDUCTING FIELD 3D SEISMIC SURVEYS

II.1. General data on the area

Provadia Block is situated in the southern part of North-East Bulgaria (Fig. 1). The southern sections of the hilly Danubian Plain, as well as those of its transition to the lower parts of the Eastern Balkan Mountain Range (Maras, Provadia, Mirovo, Padina, Krivnia, Sultan and Bozveliisko areas) fall within its boundaries. Provadia Block has an area of 1664 km².

The relief in the south-eastern part of the Danubian Plain is hilly to flat. A number of plateaus are present within the Block's boundaries: Shoumen plateau (with steep southern slopes and places located at an altitude up to 482.7 m), and to the south-east - Madara and Provadia plateaus (with steep northern slopes). The Royac Highlands are situated to the south of the Provadia plateau. These areas feature an altitude of 250-300 m. Higher-lying areas such as Sarayar (388.8 m), Gioztepe (117 m) etc. serve as a watershed between Kamtchia and Provadiiska rivers. The plateaus referred to above represent links of transition between the lower parts of the Balkan Mountain range and the hilly Danubian Plain.

The climate is temperate continental with hot summers and cold winters. The average annual temperature is 10.7 – 12° C. July and August are the hottest months and January and February are the coldest. The months of June and November are characterized by maximum precipitation and the precipitation is the lowest in the months of February and August. The annual amount of precipitation in the Block's area is 500 – 600 ml/m². The snowfall period spans from December to March.

Water resources are concentrated in Provadia and Glavnitsa rivers, the tributaries thereof and the tributaries of Kamtchiariver.

The Block's territory falls within North Bulgaria forest-steppe zone. The soil is of the chernozem and grey forest type and the vegetation is represented by deciduous species (oak, beech, hornbeam etc.). The animal realm is represented by species typical of the northern zoogeographical sub-area (Danubian region).

II.2. Existing geological data about the area

The first geophysical surveys to have taken place within the area of Provadia Block date back to the 1930s and were targeted at clarifying the geology and spatial parameters of the exposed salt core. Seismoscompany of Germany took active part in drilling activities during that period.

Shallow drilling within the mapped core took place during the 1938–1944 period. A gravimetric survey was performed to determine the sectional salt characteristics. A little later (1945), a borehole was drilled to a depth of a couple of hundred meters in the dome section of Plazhna structure aimed at prospecting for oil in the core's flank. Three more boreholes were drilled in the core afterwards to clarify the sectional salt characteristics.

Drilling continued in the 1951-1952 period aimed at mapping the core to a further depth of 500 m. Geological and geomorphological surveys took place simultaneously, as well as a hydrogeological and other investigations aimed at preparing the site for commercial salt extraction. A gravimetric survey on a 1:100,000 scale was performed across north-east Bulgaria as a whole and Provadia synclinal in particular. Sections exhibiting anomalies (with “Δg” minimums interpreted by L.Dimitrov as possible salt bodies - Probuda, Shoumen, Nevsha) were set apart.

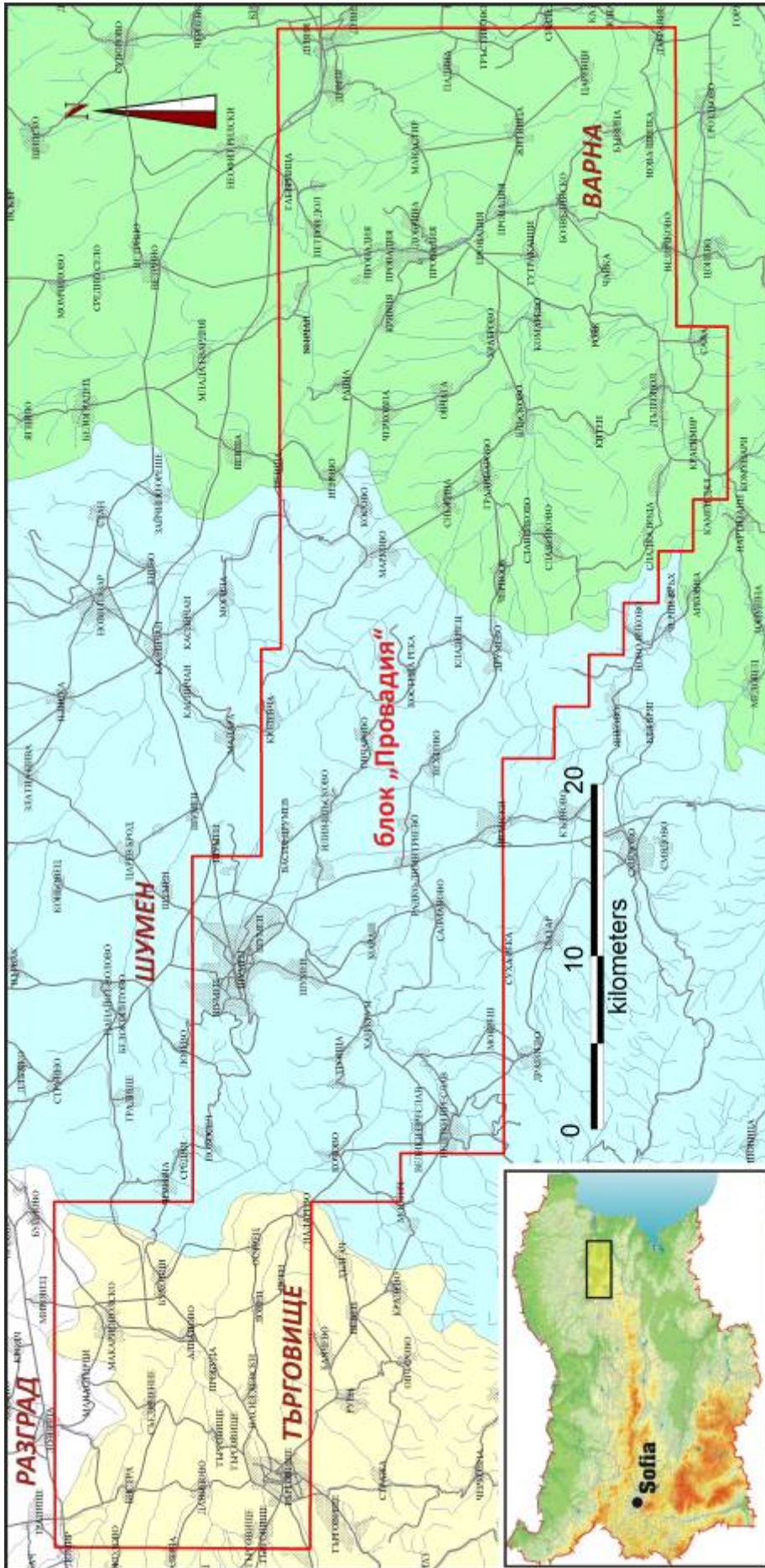


Fig. 1. Situation of Provadia Block

Seismic surveys within the area of Provadia Block date back to 1958. They have been performed by MOB, КМПБ and МРПП until 1975 and nation-wide by МОДТ thereafter. The seismic stations network is irregular with the majority of surveys concentrated in Provadia, Sultan and Maras areas.

Investigating the salt body continued into the 1958–1963 period. The aim was to have it comprehensively investigated at depths ranging between 1,000-1,500m. A total of five boreholes were drilled down to a depth of 2,000 m to obtain data on the sufficiency of salt resources for the long-term operation of Devnya works. Detailed gravimetric, magnitometric and seismic (by the reflected waves method) investigations also took place enabling to substantiate the situation of the salt core down to a depth of 2,000 m and the area around the core for oil prospecting purposes, the mapping of the elevation in the area of Sultan village and the exposure of a series of tectonic anomalies in the Mesozoic deposits. A seismic survey involving the Jurassic sediment complex was conducted and prospecting boreholes were drilled down to a depth of 1,900-2,000 m during the period in question within the boundaries of the north-west and south-west flanks of Mirovo salt body aimed at clarifying the oil and gas bearing capacity of the Mesozoic deposits.

The second half of the 1960s (1965-1967) was marked by the drilling of the 4,641 m deep parametric borehole OP-1 Mirovo in the dome section of Mirovo salt core. Significantly new results were obtained - the borehole traversed entirely the salt core and penetrated the sub-salt terrigenous deposits of low-Permian age represented lithologically by black argillites without hallmarks of straticreservoirs.

Large-scale gravimetric and magnitometric investigations took place during the 1971-1975 period in the area of today's Provadia Block resulting in the confirmation of the anomalies having manifested themselves earlier and characteristic of possible incorporation of salt structures and tectonic anomalies and establishment of new objects of seismic investigation of well-promising oil and gas bearing structures.

The bulk of work in terms of 2D seismic surveys before 1989 took place during a number of discrete time stages included in the 1975 – 1985 period. The seismic surveys within this period were conducted by the common depth point method meaning almost the whole of Provadia synclinal was covered by the seismic stations network. A total of 94 seismic profiles covering an area of 1200 km² were generated during the period in question, though insufficient to obtain new information on the geological structure of the promising deep Paleozoic horizons. Structural maps of the whole area under investigation on the scale of 1:100,000 were generated. These investigations have enabled the establishment of major stratigraphic and angular discrepancies on the level of Jurassic-Triassic, Triassic-Permian and Permian-Carboniferous deposits. This geophysical base paved the way for a number of prospective drillings aimed at clarifying the oil and gas bearing capacity of the Jurassic-Triassic deposits within the boundaries of Provadiagraben-synclinal.

A digitalization and computer-aided graphical design of the mapping material obtained during the magnitometrical investigations were performed in 2000. The anomalous magnetic field was displayed using isometric lines at an interval of 25 nT in a 1x1 km grid for each map sheet.

The following prospecting works have taken place in accordance with the Minimum Work Program and Annual Work Designs endorsed by the Ministry of Economy and Energy for the three years (2010-2013) included in the permit for oil and gas prospecting in the licensed Provadia Block by Overgas Inc. AD:

- ✓ Acquisition of existing geophysical, drilling and other geological data from the area;

Block „Provadia“

- ✓ Processing and interpretation of obtained seismic data;
- ✓ Conducting, processing and interpretation of gravimetric and magnetometric tests;
- ✓ Conducting and processing of 2D seismic surveys in the periods of second (2011) and third (2012) year of the contractual term;
- ✓ Comprehensive interpretation of all geological and physical data - existing and acquired during the term of the permit.
- ✓ Risk analysis aimed at identifying potential drilling sites.

A total of 1,030 km of 2D seismic profiles were re-processed using modern software products in the 2006 - 2011 period.

A total of 47 new seismic profiles with a total length of 425.420 km were generated within the boundaries of Provadia Block in 2011, using vibro-seismic machines as sources of excitement of seismic waves. An extra network of seismic profiles with a total length of 410.52 linear km was generated a year later (2012), whereby the total volume of newly-acquired information over the first three-year period reached 840 linear km and the total volume of 2D seismic information used in the geomodelling process and selection of promising sites to be investigated additionally grew to about 1870 km.

The volume of actual drilling was 51,7th.meters, of which 4,500 meters drilled for parametric purposes (OP-1 Mirovo). The average depth of drilling was of the order of 3,600 m. A total of 25 deep prospecting boreholes were drilled which exposed sediments of Mesozoic and Paleozoic age. The deepest borehole within the Block's boundaries was P-2 Hrabrovo with a depth of 5,341 m, which traversed the salt formation making up the Mirovo salt body and penetrated the sub-salt sediments.

II.3. Litho-stratigraphic characteristics of the area

Neogene, Paleogene and Cretaceous sediments expose themselves on the surface and under the Quaternary cover (down to and inclusive of the Hauterivian level) within the boundaries of Provadia Block (Fig. 2). Earlier sediments have been exposed in the borehole shafts drilled within the frame of the surveys (fig. 3) dated as such of Lower Cretaceous, Jurassic, Triassic and partly Paleozoic age (Permian, Carboniferous, Devonian).

Paleozoic erathem

Devonian system

These are the oldest deposits to have been exposed in the area. They are represented by frequently alternating dolomites, limestones and argillites.

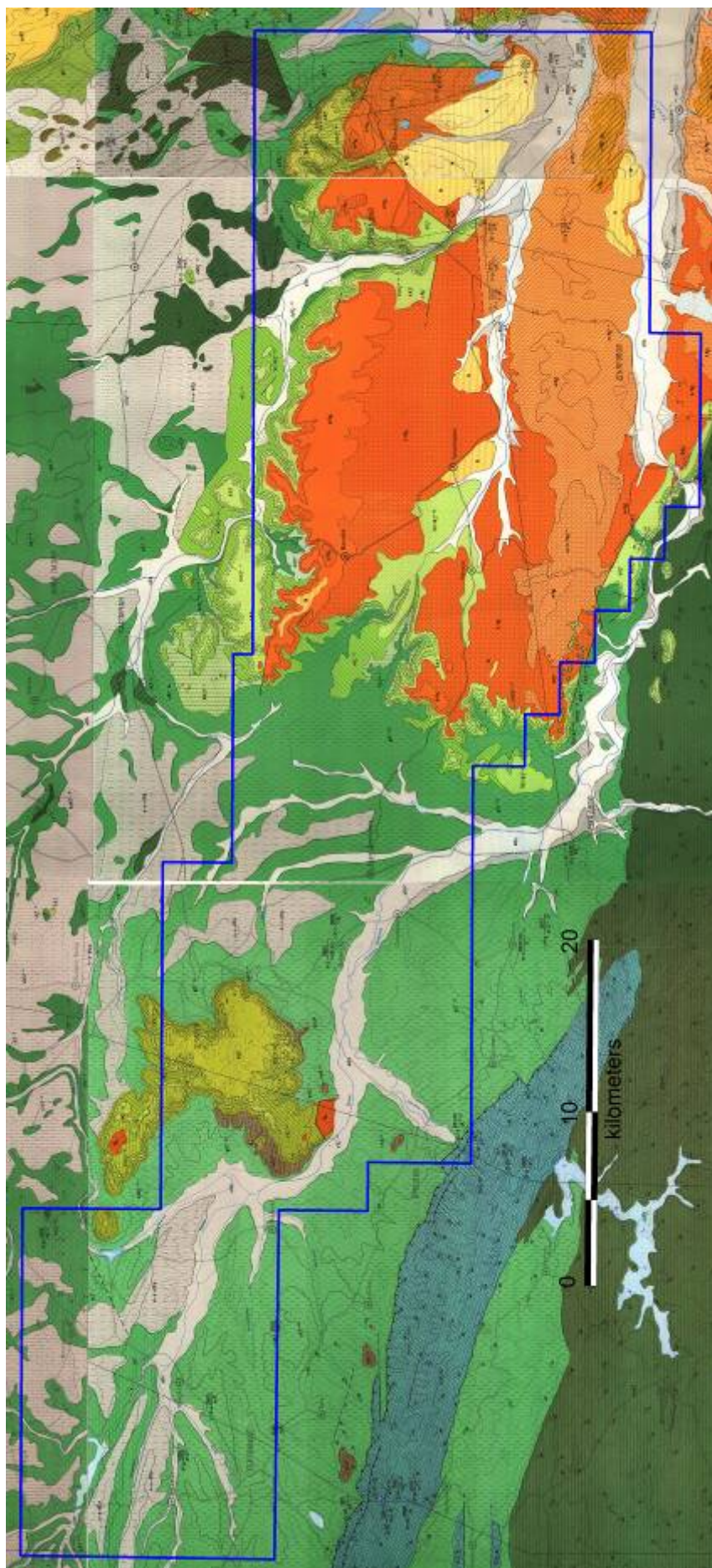



Fig. 2. Geological map of Provadia Block (map sheets: Varna, Provadia, Shoumen, Razgrad)

Система	Серия	Етаж	Литостратиграфски единици (Търговищка седловина)	Дебелина, м	Литоложка колонка	Дебелина, м	Литостратиграфски единици (Провадийска синклинала)	
Кватер				5-30			Кватернер	
Неоген							Неподелен неоген	
ПАЛЕОГЕН	ОЛИГОЦЕН		Неразчленени палеогенски седименти	15-20			Русларска свита	
		горен					100-140	Конгломератна задруга
		среден					75	Моминска свита
	ЕОЦЕН	200-340					Авренска свита	
		15-20					Аладънска свита	
		30-50					Дикилиташка свита	
		30-100					Кривненска свита	
	ПАЛЕОЦЕН	танет					20-40	Пясъчникова задруга
		монс					10-45	Варовикова задруга
		дан						
КРЕДА	ГОРНА	мастрихт	Кайлъшка свита	>20	22	Кайлъшка свита		
			Мездренска свита	15-20	0-10	Добринска свита		
		кампан	Никополска свита	15	0-15	Никополска свита		
			Новаченска свита	36	0-5	Новаченска свита		
		сантон	Шуменска свита	10-50	15-30	Шуменска свита		
			Венчанска свита	20-80		Венчанска свита		
		кониас	Добриндолска свита	6-25		Добриндолска свита		
		турон	Мадарска свита	5-25	5-20	Могиленска свита		
	ценоман			100	Мадарска свита			
	ДОЛНА	алб						
		апт	Романска свита	50-100	50	Пясъчникова задруга	Русенска свита	
		барем				100	Разградска свита	
		хотрив	Горнооряховска свита	1000-1200				
			Разградска свита		700-1200		Горнооряховска свита	Каспичанска свита
		валанжин	Каспичанска свита					
бериас		Тичанска свита	1300	1300		Тичанска свита	Дриновска свита	
ЮРА	горна	титон	Провадийска				Чернооковска свита	
		каммеридж					Провадийска свита	
		оксфорд					Провадийска свита	
	средна	калов	Султанска свита	до 5	5	Султанска свита		
		бат			10	Полатенска свита		
		байос	Есенишка свита	10-150	15	Есенишка свита		
долна								
ТРИАС	горен	карн	Русиновделска свита	280-480	420	Русиновделска свита		
		ладин	Митровска свита	35	50	Митровска свита		
	среден	аниз	Дойренска свита	>150	450	Дойренска свита		
			Добруджанска свита	>250	175	Добруджанска свита		
	Долен		Червеноцветна пясъчникова задруга	>600	>290	Червеноцветна пясъчникова задруга		

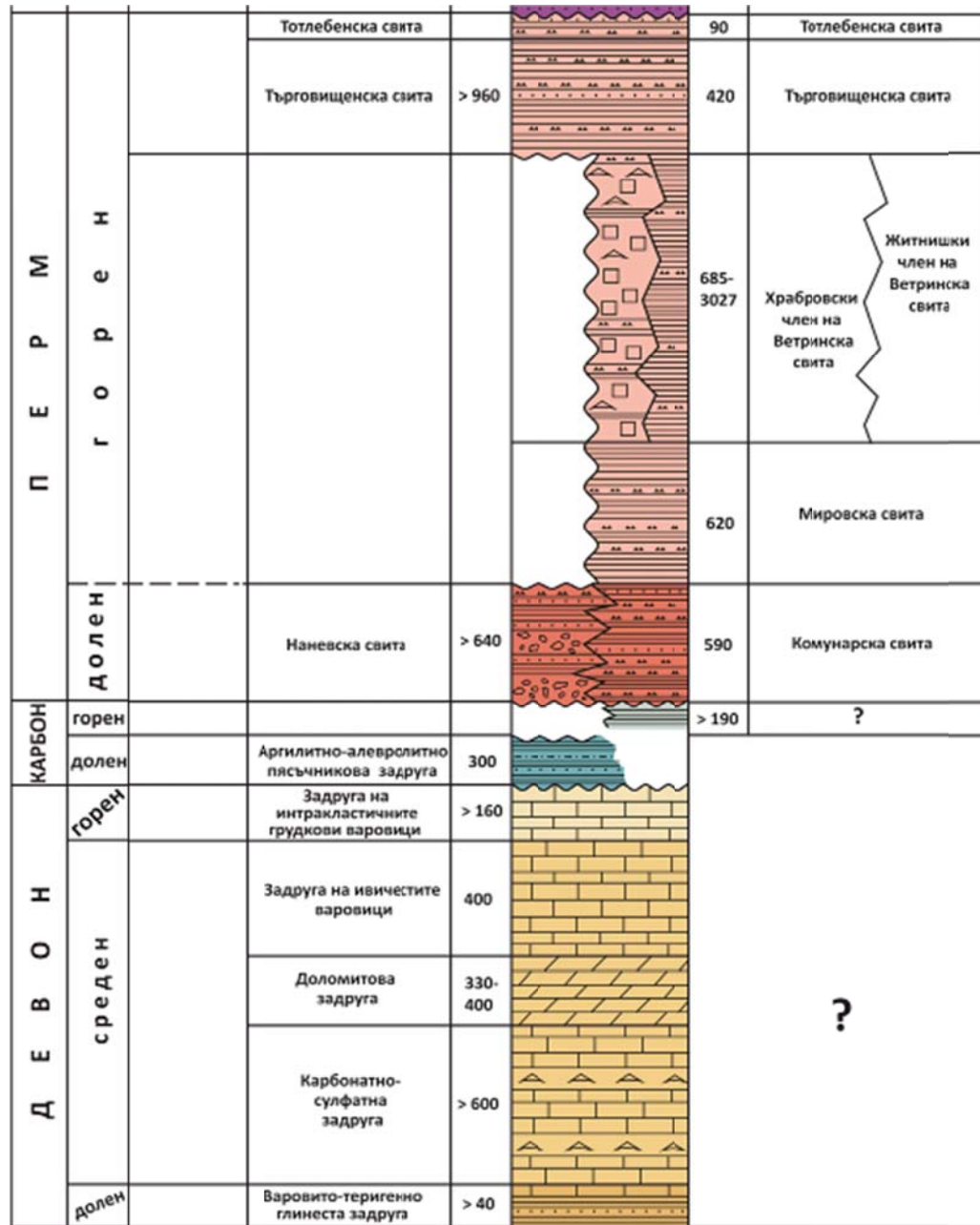


Fig.3. Aggregate lithostratigraphic column for Provadia Block

Permian system

- Lower Permian series

Komunari suite – represented by argillites and aleurolites, sandstone layers and streaks. It has an approximate thickness of 590 m.

- 2. Upper Permian series

Mirovo suite – represented by argillites and sporadic aleurolite streaks.

Vetren suite - represented by two members

- o *Hrabrovo member* of the Vetren suite - represented by anhydrite, halite with sporadic aleurolite and argillite streaks. It has a thickness ranging between 2000 m - 3027 m.

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- *Zhitnitsa member* of the Vetren suite – consisting of argillites - rufous, reddish-brown and brick-red coloured, sporadically - dark-grey and green-spotted. It has an approximate thickness of 600 m.

Targovishte suite – represented by argillites and aleurolites, sporadically - by sandstone streaks. It has a thickness ranging between 200 m - 600 m.

Totleben suite – represented by alternating brown argillites, grey to pink-grey aleurolites and fine-grained sandstones. It has a thickness ranging between 120 m - 400 m.

Mesozoic erathem

Triassic system

1. Lower Triassic series

Red-coloured sandstone suite – In terms of rock content, it consists mainly of sandstones. It has an approximate thickness of 300 m.

Dobrudzha suite – The section is dominated by argillites with sporadic streaks of limestones and aleurolites. It has a thickness ranging between 34 m - 145 m.

2. Middle Triassic series

Doiren suite – represented by limestones and dolomites. It has a thickness ranging between 0 m - 540 m.

Mitrovo suite – represented by argillites merging into malmstones and streaks of clayey limestones and aleurolites. It has a thickness ranging between 0 m - 100 m.

3. Upper Triassic series

Rusinovdelsuite – consisting of carboniferous rocks - limestones, dolomites and intermediate varieties thereof. It has a thickness ranging between 0 m - 720 m.

Jurassic system

1. Lower - Middle Jurassic series

Esenitsa+Polaten suite – terrigenous deposits, biodetritallimestones of the Polaten suite and intermediate varieties thereof. It has a thickness ranging between 20 m - 40 m.

Sultanska suite – represented by organogenic limestones. It has a thickness ranging between 3 m - 22 m.

2. Middle - Upper Jurassic series

Provadia suite – represented by argillites and clays. It has a thickness ranging between 21 m - 80 m.

3. Upper Jurassic - Lower Cretaceous series

Ticha suite – Represented by limy-clayey sediments (erratic alternation of micritelimestones, clayey limestones, dolomites and malmstones). It has a thickness ranging between 800 m - 1300 m.

Kaspichan suite – represented by carbonaceous rocks - limestones and dolomites. It has a thickness ranging between 700 m - 1200 m.

Cretaceous system

1. Lower Cretaceous series - Hauterivian

Kamchia suite – represented by erratically alternating sandstones and malmstones, dominated by the latter. It has a thickness between 0 m - 500 m.

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Gorna Oriahovitsa suite – consisting of malmstones. The thickness ranges between 400 m and 500 m – 800 m.

Razgrad suite – represented by clayey limestones and malmstones. Thickness - 100 m.

Rousse suite – represented by limestones (chalk-like, orbitolinic, porcelain-like etc.). Thickness - 50 m.

2. Upper Cretaceous series

Madara suite – represented by shallow-water deposits. A streak of conglomerates lies at its base. Going upwards, the section consists of hard limy sandstones and sandy limestones, glauconitic to varying degrees. It has a thickness ranging between 10 m - 100 m.

Mogilino suite – Represented by limestones - grey, whitish to white, slightly clayey. It has a thickness ranging between 5 m - 20 m.

Dobrindol suite – represented by sandstones. It has a thickness between 5 m - 15 m.

Shoumen suite – its sediments are represented by white to cream-coloured aleurolitelimestones at the base, replaced further up by sandstones which are calcareous to varying degrees. The thickness ranges between 15 m - 30 m.

Murnen suite, Mezdra suite – consisting of alternating chalk-like limestones. It has a thickness ranging between 5 m - 15 m.

Novachene suite – chalky and chalk-like limestones with flint concretions. It has a thickness between 0 m - 5 m.

Nikopol suite – represented by organogenic limestones, whitish, hard. It has a thickness between 0 m - 15 m.

Dobrina suite – represented by limy sandstones. It has a thickness ranging between 0 m - 10 m.

Kailaka suite – hard, bulky, organogenic limestones. Thickness - 22 m.

Neozoic erathem

Paleogenic system

Paleogene is represented by the upper Paleocene levels and the three levels of the Eocene series.

Limestone suite – represented by glauconitic limestones. It has a thickness ranging between 10 m - 45 m.

Sandstone suite – consisting of sandstones. It has a thickness ranging between 20 m - 40 m.

Krivnia suite – represented by malmstones. It has a thickness ranging between 30 m - 100 m.

Dikilitash suite – fine to medium-grained sands. It has a thickness ranging between 30 m - 50 m.

Aladan suite – represented by nummulitic limestones. It has a thickness ranging between 15 m - 20 m.

Avren suite – represented by malmstones with sandstone streaks. Thickness between 200 m - 340 m.

Momina suite – sandstones. It has a thickness ranging between 10 m - 75m.

Neogene system - There are no neogene deposits in the area.

Quaternary system - represented by gravels with sand streaks and a soil layer. Thickness between 0 m - 20 m.

II.4. Tectonic profile of the area

Provadia Block is situated within the boundaries of one of the major (first-order) tectonic units in the territory of the Republic of Bulgaria - the Mizia platform. A very small part of the area alone, situated south-southwest of Dalgopol, occurs in the first-order Predbalkan tectonic unit.

In terms of tectonics, the surveyed area occupies the southernmost, significantly lower-lying and southward-inclined peripheral zone of Mizia platform merging with the Predbalkan (lower parts of the Balkan Mountain Range), known as Southern Miziaperiplatform zone (region). Dabovsky has made reference to this unit as Southern Miziaperiplatform edge in a series of scientific papers.

The Southern Miziaperiplatform region is the southernmost, sunken, southward-inclined section of the platform having experienced most tangibly the impact of orogenic movements in the Balkanide structural zone. It began to come into shape in the early-middle Jurassic period, but has acquired a markedly obvious morphological appearance at the end of Late Jurassic and the beginning of Early Cretaceous era. The following second-order tectonic units belonging to the above major tectonic unit are present within the Block's boundaries: Targovishte anticline and Provadia syncline (Fig. 4).

In structural terms, *Targovishte anticline* is raised with regard to Tarnovo depression (to the west) and Provadia syncline (to the east) and is lower-lying with regard to Mizia platform and the Predbalkan. It has a monoclinical structure in the meridional direction and sinks southward. It is complicated in its eastern section by a number of local anticlines (Marash and Zlatar) and syncline structures.

Provadia syncline is distinguished by a modern distribution of its constituent Upper Cretaceous and Paleogene sediments (Tsankov, 1943; Bonchev & al., 1957), whereby it closes up into the southern section of Varna depression and Lower Kamchia depression in the east. As concerns the Jurassic - Lower Cretaceous sediments, however, it is distinctly delineated by the Upper Chiflik horst in the east (Atanasov, 1961).

The syncline has an elongated asymmetrical shape. Its southern wing is extremely narrow, steep and occasionally broken by faults. The axis passes along the Dalgopol - Grozdiovo line where it almost coincides with Goliama Kamchia river valley. The northern wing of the syncline can be traced along the Nevsha-Zlatina-Devnya's Petrovdol line. It is considerably wider (20 - 22 km) and gradually inclining. The gradients of its constituent layers are of the order of 4.5-5 - 10°. Its eastern section is broken by a number of splits located radially around Mirovo salt core.

To the west, Provadia syncline began its formation as early as in the Upper Carboniferous and Permian periods when a powerful sediment complex formed which included thick salt deposits. The southern and eastern parts of the syncline alone remained under the maritime basin level towards the end of the Upper Triassic period, where thick (over 1,500 m) Triassic calcareous deposits formed. During the Upper Jurassic - Lower Cretaceous period, it evolved as a southward-inclined monoclinical to shape up as a distinct synclinal structure through the impact of East Predbalkan's folding towards the end of the Alpine tectonic cycle.

The fault displacements played a crucial role in the geological evolution and creation of the current tectonic physiognomy of the area. Systems of sub-equatorial, diagonal (SW-NE) and sub-meridional faults divide the area into blocks that differ in terms of shape, size and hypsometric position. The block structure is additionally compounded by faults located radially around the Mirovo salt core.

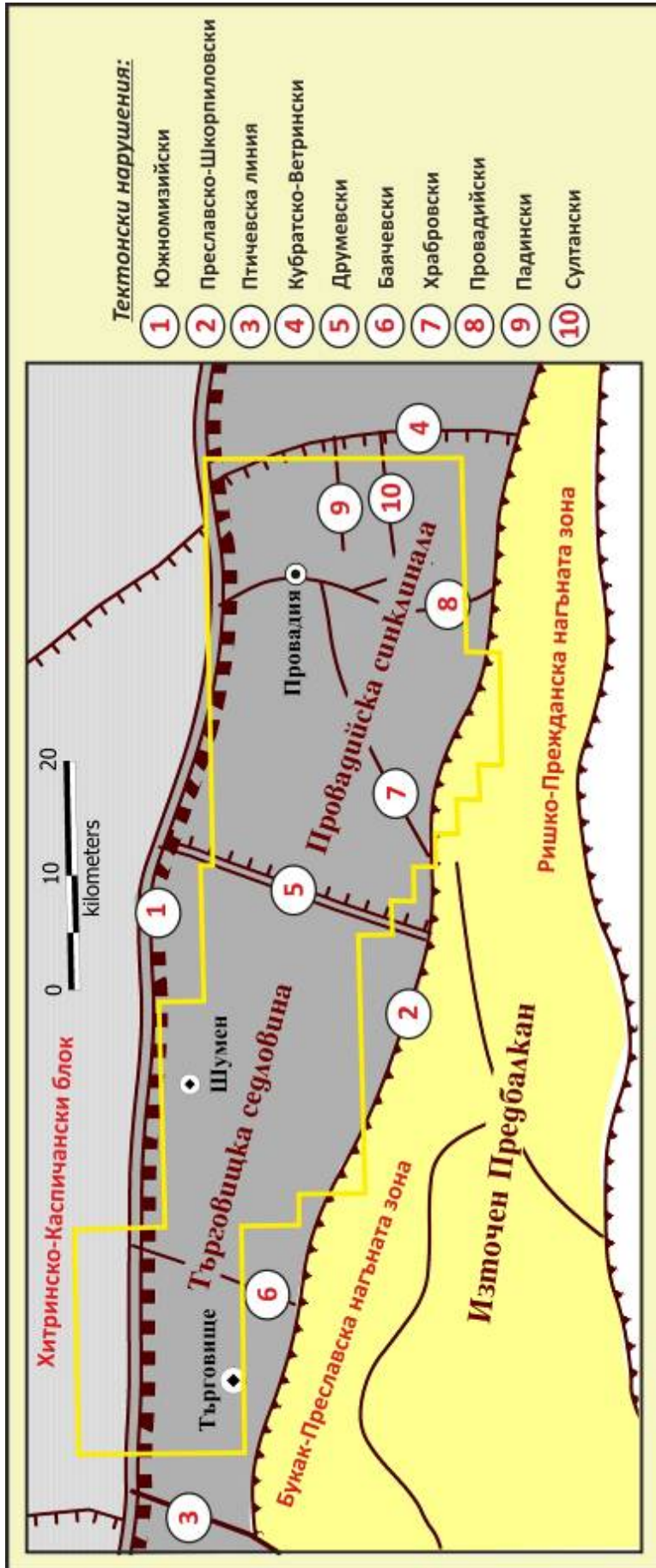


Fig. 4. Tectonic map of the surveyed area (by Bokov and Chambersky, 1987, as amended)

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continuation of Antonovo fault. Yaranov (1960) conceives these two faults as the boundary between the East Predbalkan and the Mizia platform. In terms of Triassic sediments, its amplitude within the area of Zlatar village is 1000 m and decreases going east. As concerns the lower boundary of the MalmValange calcareous complex, the fault's amplitude in the area west of Grozdiovo village is approximately 900 m. The fault merges into a North Vergentupthrust with an amplitude of the order of 1,000 m in the younger formations within the area south of Yavorovo and Grozdiovo villages.

The southern Mizia fault (A. Atanasov, 1973); (Balkanide front line according to E. Bonchev, 1971, or Predbalkan fault) separates the Southern Mizia depression from the Mizia platform in the north. It has been traced by gravimetric and, occasionally, seismic techniques. It has a high amplitude in the west and separates the thick Lower - Middle Jurassic sediments in Tarnovo depression from those of the Mizia plate in the north. The fault's amplitude decreases going east.

Kubrat-Vetrenfault – dividing Provadia syncline from Goren Chiflik horst to the east. This fault makes a sharp S-SE turn near Vetrino village, goes on running west of Devnya, through the eastern section of Padina village, continues south and merges into the East Predbalkan. The formation of this fault took the period from the Paleozoic era to this stage. It has a varying amplitude depending on the structural level. The amplitude is approximately 600 m in the top layer of Middle Triassic carbonates (Anis), decreasing to 400 m in the Jurassic - Valange calcareous complex.

The following faults belong to the group of sub-meridional faults in Provadia syncline:

- ✓ *Provadia fault* – here the eastern block has subsided 300 – 400 m thus impeding the westward propagation of Triassic sediments in the area of Provadia.
- ✓ *Drumevo fault* – traced exclusively by Paleozoic sediments along Kaspichan - Smiadovo line;
- ✓ *Hrabrovo fault* – following a diagonal SW-NE direction. It represents an echelon of Preslav - Shkorpilovtsi fault branching therefrom near Yankovo village in the south-west and merging into Mirovo salt core in the north-east. The formation of Hrabrovo fault is related to the phenomena which took place in the late Kimerian tectonic phase;
- ✓ *Sultan and Padinafaults* – sub-meridional, almost parallel faults with late Kimerian genesis. The northern block has subsided along Padina fault and the southern block - along Sultan fault, respectively, leading to the formation of Zhitnitsa ridge-like block where the Upper and Lower Triassic sediments are perfectly blurred.

III. Existing seismic data about the area

A considerable amount of drilling within the frame of 2D seismic surveys (around 1,700 km) took place in the territory of Provadia Block. The surveys were conducted in different periods of time spanning between the years 1975 and 1985 (Fig. 5), using explosives as sources of seismic waves. A total of 47 seismic profiles with a total length of 425.420 km were generated within the boundaries of the concession block under consideration in 2011 (Fig. 5) using vibrators as triggering sources. An additional network of seismic profiles with a total length of 410.52 linear km was developed a year later (2012) (Fig. 5).

The seismic surveys were mainly targeted at studying Mirovo salt body and the surrounding sediment section around it (the eastern part of the Block - Provadia syncline). As a whole, surveys covering a total of 13 sites were performed and 16 boreholes drilled - 1 borehole per site, except for Sultan site where direct evidence of existence of oil deposits of Jurassic age were produced, justifying the clarification of their origin by drilling an additional number of boreholes, during the many years of prospecting for carbohydrates in the Middle Jurassic - Triassic complex. The amount of drilling equates to 51.7 thousand meters, of which 4,500 meters drilled for parametric purposes (ОП-1 Mirovo). The average depth of drilling is of the order of 3,500 - 3,700 m. A total of 25 deep prospecting boreholes were drilled based on the results of seismic surveys, which exposed sediments of Mesozoic and Paleozoic age. The deepest borehole within the Block's boundaries is P-2 Hrabrovo (5341 m) which traverses the salt formation making up Mirovo salt body merging into the sub-salt deposits. A total of 1,050 linear km of 2D seismic profiles were reprocessed using modern software products during the 2006 - 2010 period. The results from the reprocessing reveal meaningful and well-correlating seismic horizons of the time-based seismic sections.

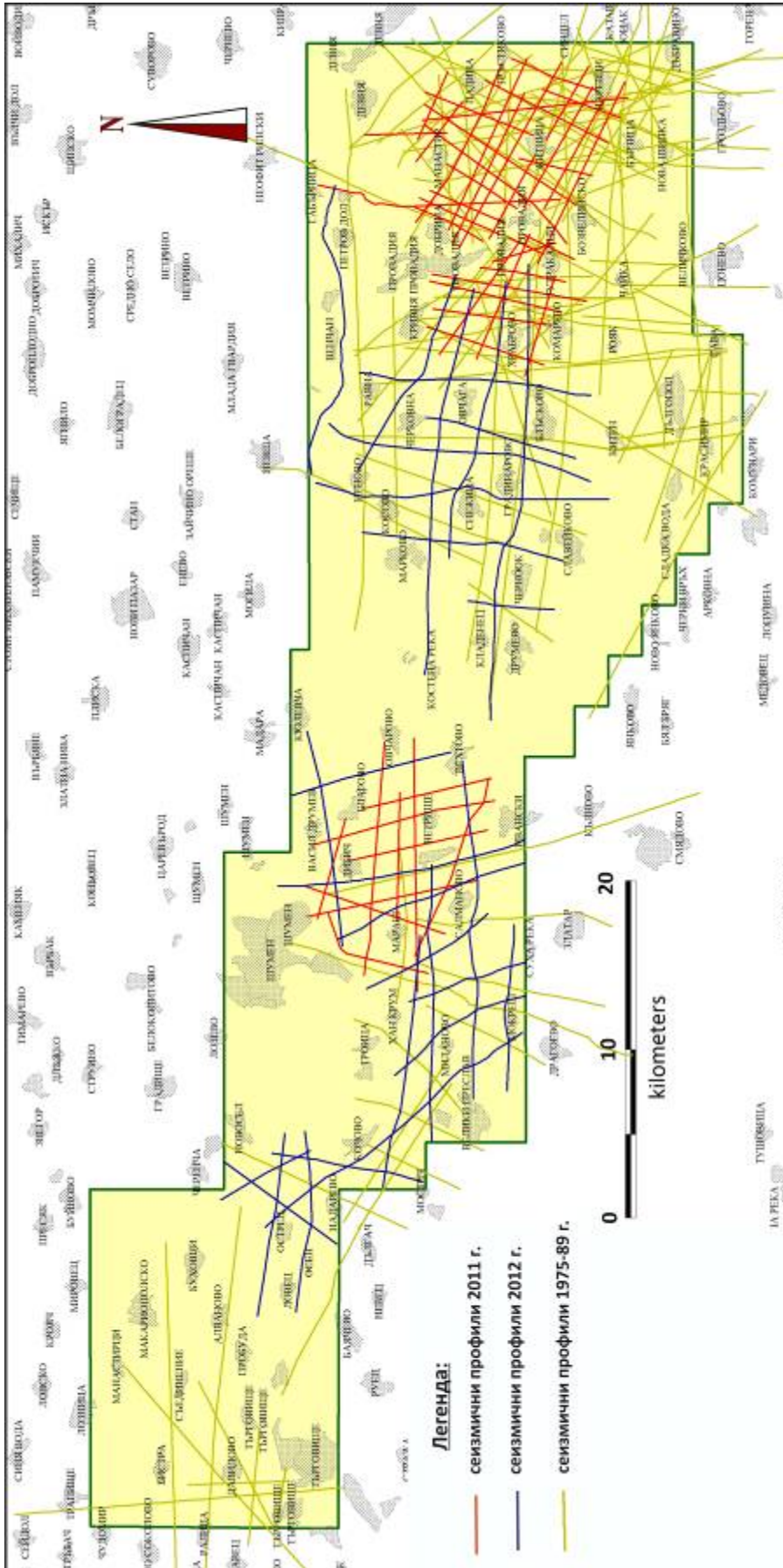


Fig. 5. Map showing the seismic profile locations within the boundaries of Provadia Block.

IV. TARGET HORIZONS AND OBJECT OF THE SURVEYS

IV.1. Presumed stratigraphic boundaries and horizon depth

The seismic surveys with a total length of 835.94 linear km conducted by Overgas Inc. AD in two stages (2011 - 2012) within the boundaries of Provadia Block contributed to forming a clearer idea about the geological structure of the area. Borehole sections and geological-geophysical tables generated in the process of drilling were used for data interpretation purposes.

Interpretation of the full set of geological-geophysical and drilling data was undertaken jointly by OAO Gazprom VNIIGAS and Overgas Inc. AD. *Petrel (Schlumberger), Geolog, Jason Geoscience and Paradigm SeisEarth IV software products were used for the purpose.* The interpretation process included the following: data uploading, generation of speed models, time-based interpretation, in-depth conversion, tectonic simulation, geological simulation and generation of in-depth and time-based plots.

Major stratigraphic boundaries in the Paleozoic and Mesozoic sediment sections were marked and traced. A number of structures promising well in terms of prospective oil and gas production were identified during interpretation of the seismic data obtained within the frame of seismic surveys conducted by Overgas Inc. AD in the 2011 - 2012 period.

The bulk of attention is focused on promising sites containing Devonian calcareous sediments in the western section of the Block. The depth of the target horizon ranges between 2,000 - 2,300 m.

IV.2. Purpose of the surveys

The planned 3D seismic work is designed as an addition to the 2D seismic surveys completed during the 2011 - 2012 period. The 3D seismic surveys are mainly targeted at obtaining detailed information on the geological structure, stratum depth and morphology of some of the earmarked first-order sites of conventional oil and gas bearing significance. The bodies Overgas Inc. AD intends to delineate by performing a detailing 3D seismic survey represent presumable reefogenic calcareous build-ups of Devonian age situated at modest depths southwest of the town of Shoumen.

The field surveying procedure shall be selected with view to obtaining reliable information about the stratum depth and morphology of the reflecting horizons, taking account of the depth of earmarked target horizons.

In view of the delay (more than 1 year) in granting the first 2-year extension to the permit for oil and gas prospecting in Provadia Block (Statement of Findings dated 24.04.2014 to Ancillary Agreement № 1), the permit holder (Overgas Inc. AD) shall, if possible, speed up the implementation of the mandatory work program. In this way, if everything goes well (availability of a disposable seismic work staff, favourable weather conditions etc.), the company intends to manage the 3D seismic surveys planned (under the mandatory work program) for the 2015 - 2016 period as early as by the end of 2014. Additionally, should disposable financial resources be secured, Overgas Inc. AD intends to increase conditionally the 50 km² 3D target laid down in the mandatory work program to 100 km². In case of physical impossibility to push forward the planned 3D seismic work in the 2014 period, the permit holder intends to carry out the activities qualified as mandatory under the work program attached to Ancillary Agreement № 1 within the initially specified deadline (2015 - 2016) while retaining the option to increase the surveyed geophysical area.

The presence of a discernible structure with an approximate amplitude of 500 m has been confirmed for the area of Marash (Fig. 6). The eastern periclinal of the structure forms a nose-shaped elevation while the western periclinal outlines a pair of small local domes with

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an amplitude of 100 - 150 m, whose northern section is controlled by a sub-parallel fault with an amplitude of 400 m which loses gradually its prominence in the north-west and east direction.

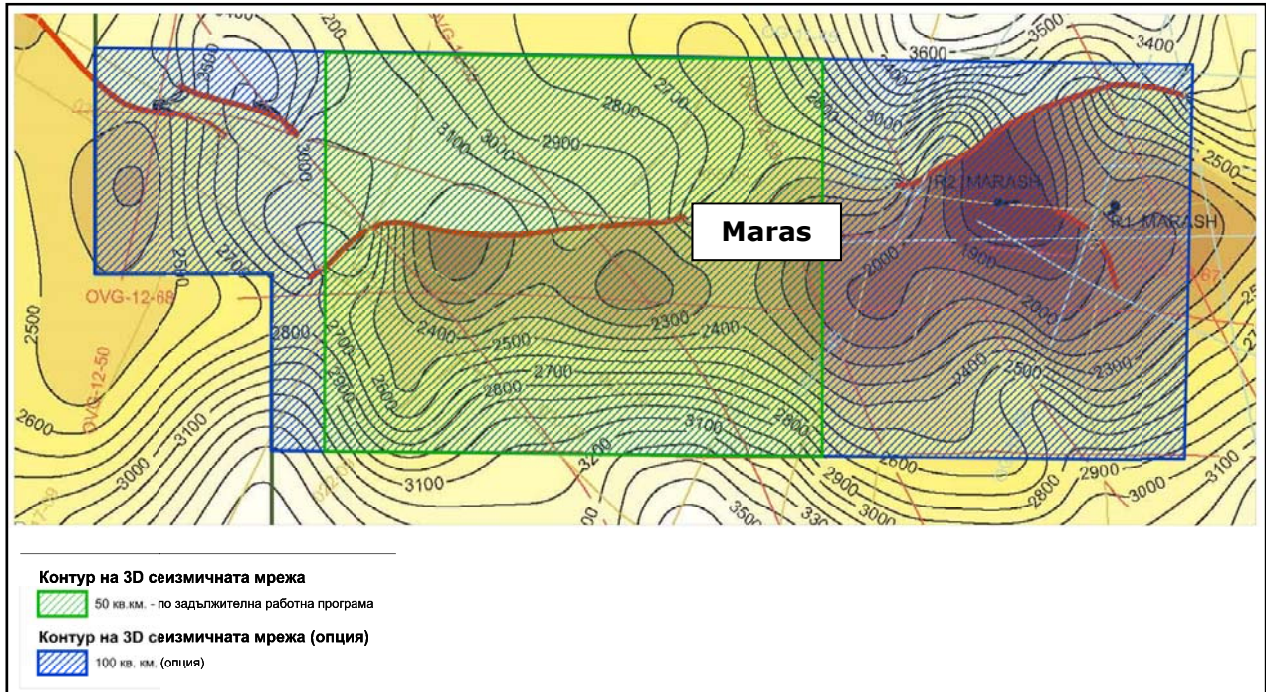


Fig. 6. Structural map of the Middle Upper Devonian top layer showing the positions of established structures in Targovishte saddle and a 3D seismic grid contour.

V. FIELD SEISMIC WORK

V.1. Design profile grid

A number of promising sites in terms of oil and gas bearing capacity were earmarked based on the interpretation of 2D seismic data obtained within the frame of field work carried out in 2012. The majority of these relate to Middle Upper Devonian calcareous sediments. Out of these, a site of primary importance was singled out in the Block's western section. To obtain more detailed information on the geological structure, stratum depth and morphology of the sites earmarked as promising in terms of oil and gas bearing capacity, a 3D seismic survey covering a total of 50 km² should be performed by the common depth point (CDP) method. The seismic grid is designed so, as to cover the whole of the earmarked promising site (Fig. 6). Terrain data derived from a 1:25,000 topographic map, as well as such on protected sites under Natura 2000, were taken into account in designing the seismic grid.

Tracing in field conditions may cause profiles to change depending on circumstances, however, no kinks or branches should perturb the sequence and connectedness of data. The profile tails ensuring full divisibility of the positions of the first and final VP may not be spread out because of various terrain constrains. This should be agreed upon with the Client's representative.

The seismic grid layout is shown in Figure 7 and the coordinates are given in Table 1.

Table №1. Coordinates of profile network points

Program for conduct of 3D seismic surveys	№ of angular point	WGS84, UTM, Z-35N, CM - 27	
		X	Y
<i>According to mandatory work program</i>	1	484 600.02	4 785 126.96
	2	492 490.53	4 785 010.84
	3	492 483.57	4 778 707.65
	4	484 585.68	4 778 792.93

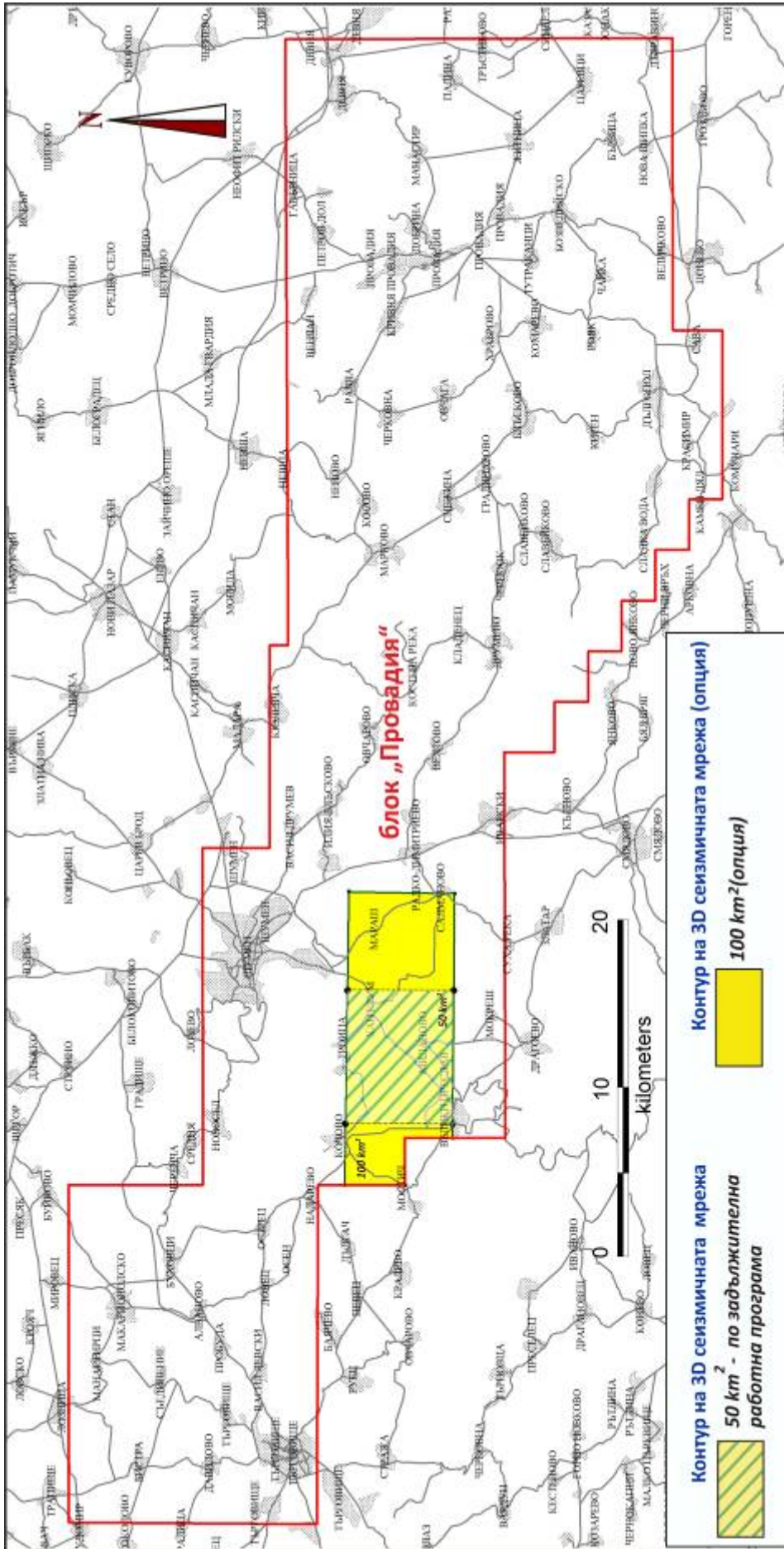


Fig. 7. Map showing the layout of the 3D seismic grid within the boundaries of Provadia Block.

V.2. Field Methodology

In that program is planned to complete 3D seismic survey in a section of block “1-18 Trakia” by using Vibroseis source and it will be carried out with parameters as follows:

- **Source of energy – Vibroseis**
 - **Vibrator : Buggy – mounted 62000 lb peak force**
 - **Four active vibrators and one spare**

- **Source parameters**
 - **Number of vibrators 4**
 - **Sweeps per VP 1/2/4 (to be determined after tests)**
 - **Inline array, move up after each sweep**
 - **First vibrator at flag for the first sweep**
 - **Move up after each sweep so that last vibrator is at flag for last sweep**
 - **Length of vibrators’ group – 60 m**
 - **Shot line spacing – 300 m**
 - **Shot interval – 60 m**
 - **Sweep length – 8 sec/12 sec (to be determined after tests)**
 - **Linear up-sweep**
 - **Sweeper frequencies 10-80 Hz/8-80 Hz (to be determined after tests)**
 - **Number of shot lines: - 27**
 - **Total number of shots – 2916 VPs**

- **Recording parameters**
 - **Geophones – Sensor SM-24 10Hz or equivalent**
 - **Number of channels/line - 117**
 - **Receiver interval – 50 m**
 - **Receiver line spacing – 240 m**
 - **Number of receiver lines - 28**
 - **Total number of receivers -**
 - **Acquisition geometry - Orthogonal**
 - **Number of geophones in the group – 12, linear array**
 - **Spacing between geophones 50 m**
 - **Length of receiver group – 50 m**
 - **Sample rate - 2 msec**
 - **Record length - 5 sec**
 - **Receiver array – Inline**
 - **Datum level – 100 above MSL**
 - **Pattern 20 lines * 117 Channels**
 - **Up to 9600 channels**

V.3. Technical audit, periodic tests and QC

Prior to start of acquisition a technical audit will be carried out by the Client, including, but not limited to:

- Geophones tests with SMT 100 or equivalent
- Cables tests
- FDU tests
- Vibrators tests – wireline similarity and external accelerometer tests
- Vibrators’ GPS systems positioning test (positioning and elevation accuracy - 1.5 m)

Following periodic tests will be required:

Daily Instrument and line tests

- 1 INSTRUMENT NOISE
- 2 INSTRUMENT PULSE
- 3 INSTRUMENT DISTORTION
- 4 INSTRUMENT GAIN & PHASE
- 5 INSTRUMENT CMRR
- 6 INSTRUMENT CROSSTALK
- 7 RADIO SIMILARITIES - 3 times a day
- 8 AMBIENT NOISE TEST – 3 times daily, or more on Client’s Request

Weekly tests

Cable Similarity Test

Monthly Tests

Independent Accelerometer Test – Sandwich Box or equivalent.

The Contractor shall provide the necessary cables and accelerometers for the performance of weekly cable similarity tests and monthly independent accelerometer test for vibrators. The crew shall also be provided with the appropriate software for processing of tests' data.

V.4. Test works

Sweep tests will be carried out for one day prior to start of acquisition. For all tests following parameters will be firmly fixed:

- Number of vibrators – 4
- Record Length – 3 s/5 s
- Linear up-sweep
- Start/End tapers - 300 ms cosine

The test shall include shooting 50 VP for each parameter and processing the data so obtained to Brute Stack. The resulting sections shall be compared and the one of the best quality shall be singled out.

Comparison of paper copies of the records may be difficult, therefore for each test the data will be processed to Brute Stacks on the field processing system. Then the processed Brute Stacks will be compared and the parameters of the best one will be chosen.

Data from all sweep lengths and obtained sections shall be compared in order to select an optimal quality of the result.

This experiment is aimed at determining the optimal impact force conducive to best quality results, as well as figuring out how the reduction of vibrators' dynamic force impacts the informativeness of records in cases where there are nearby threatened objects.

In carrying out these tests, some of the parameter values specified above may change or alternative values for each tested parameter may be added depending on the results obtained.

The experimental work shall be confined to a profile selected at the Client's discretion.

V.5. Survey Equipment

DGPS technique in real time will be used for lines laying and surveying. A control points network will be created in the surveyed area. The points which cannot be surveyed using DGPS will be surveyed with total station. Survey Department must be equipped with necessary survey equipment, computers, printers, plotters and software for data processing and generation of necessary maps, profiles etc.

V.6. Automotive equipment

Automotive equipment of the Seismic Crew shall include (but not limited to):

- Buses for transportation of line staff and labour.
- Line trucks and/or 4 WD light vehicles for transportation of seismic cables and geophone strings, FDU and line batteries
- Fuel trucks and water trucks
- Recorder truck able to drive in all types terrains
- Light 4 WD vehicles for Survey crew and LVL crew
- Truck equipped with necessary tools for VIB Mechanics
- 4 WD light vehicles for general purposes

All vehicles shall be equipped for driving in rough terrain, with seat belts for drivers and passengers.

V.7. QC and Processing Department

QC Department will perform Quality Control of equipment and Data, as well as prepare the Data and Geometry files for the Client, calculate field statics, process the Data to Brute Stack. QC Department will prepare Daily and Weekly Reports.

Necessary equipment:

- Computer working under Windows or Linux with word processor and spreadsheet software
- Software for refraction data processing and statics calculations
- Recording units - CD/DVD drives, USB drives
- Printers and plotters
- Professional software for Seismic Data Processing (ProMAX or equivalent)

V.8. Communications

The Crew must have enough VHF radios for communications between all field units and the Base Camp. Base Camp must be equipped with reliable mobile phones, Fax and fast and secure Internet connection.

V.9. Client Representative accommodation and office

Client Representative must be provided with suitable accommodation and office by the Contractor. The office shall be equipped with computer, phone and fast and reliable Internet connection. Also a 4 WD light vehicle shall be provided for the Client, produced not earlier than 2008, with VHF radio. The crew might be visited by other representatives of the Client.

VI. BASIC WORKING STANDARDS

Performance standards described in this document are set to ensure the quality of all activities, normally expected from the Contractor and refer to the equipment and the overall professionalism of the team.

The Contractor shall notify the Client's Authority (his representative) when the specifications in this document are not fulfilled.

The representative of the Client's Authority may suspend operations if the requirements in this document are not met.

Deviations and changes of the underlying standards may take place after consultation with Client Representative and Principal.

All records, test results, the primary information and documentation shall be available at any time to the Supervisor.

Client Representative on the site is liable for any action under the contract.

Contractor is responsible for the activities of subcontractors, if any.

Client Representative will be informed about the progress of all activities at any time and may attend on the spot in the performance of each operation.

All personnel of the Contractor shall comply with all laws and administrative provisions in force in Bulgaria, acts of local government and to comply with the lifestyle and customs of the population of the region and to protect private and public property.

VI.1 Surveying

Survey Department must be equipped with up-to-day equipment and qualified personnel to work with it.

Positioning will be done with GPS (Global Positioning System) with following parameters:

Datum: WGS 84
Spheroid: WGS 84
Semi-major Axis: 6378137.0 m
Inverse flattening: 298.257223563
Projection: UTM
UTM Zone: 35 North
Lat of Natural Origin: 0 N
Lon of Natural Origin: 27 E
Scale Factor at Natural Origin: 0.9996
False Easting: 500,000 m
False Northing: 0 m

As far as points of National Triangulation Network are in the TMKrasovski system, the coordinates of the benchmark to be used, must be transformed into WGS84 and then confirmed by GPS observations in order to correctly link the project with existing mapsheets.

Control points shall be established using observation of at least five satellites at an altitude above 10 degrees. Observation periods must be chosen so as to ensure accuracy ± 0.2 m. Corrections to bring relief to the reference geoid must be done.

Secondary control points must be fixed by GPS measurements at the beginning and end points of all lines as well as at characteristic points of the lines (intersections etc.).

Location of all lines shall be done in any way providing designed distance between points - manually by Total Station, or with DGPS.

It is mandatory devices and instruments to be checked and calibrated periodically according to the manufacturer requirements.

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Inclined distances and vertical angles shall be measured at distances not greater than 2 km.

Polygons must be established between these secondary points; deviations greater than 1 in 10,000 are not acceptable.

Azimuth shall be measured at the beginning and end of the lines, as well as at the bends. The required accuracy is one arc minute.

All source points (SP) and receiver points (RP) shall be marked with temporary signs, wooden stakes, respectively, and labeled with colored ribbon or paint so they can be seen from a far distance.

Stations numbering shall start with 1001, with increment of 1, low station numbers to the South and West.

Station interval is equal to the receiver points interval and shall be 50 m. Before first VP and after last VP of each line tails will be laid with RP, with a length of 6075 m (120 channels + gap).

The seismic lines shall be accessible for vibrators. If cleaning is required, a minimum damage of environment must be done.

Surveyors must have sufficient advance to the recording crew. All stand-by time, due to delay in surveying shall be on Contractor's expense.

On completing the surveying, a final report shall be prepared by the survey department, as a part of the overall Final Report and shall include:

- Equipment description, including Manufacturer and year of production
- control points descriptions and ties of the lines with triangulation network
- List of control points with geographic and UTM coordinates and elevations
- Ties list of all control points
- List of all seismic lines with coordinates and elevations of distinctive points
- Original field data logs
- Map 1:50,000 with lines locations, with first, last and every tenth station, line number at both ends
- Final coordinates and elevations of all receiver and source points in ASCII format on CD/DVD
- Lists of lines intersections with coordinates and elevations, with nearest stations to the intersection, as well as intersection diagrams.

VI.2 Vibroseis works

All vibrators must be in good condition - mechanics, hydraulics and electronics.

Vibrators' performance and positioning shall be monitored in real time by the observers. All VPs with deviation from required parameters (missed sweeps, radio problem, COG errors etc.) shall be re-shooted and reported in Observer's Log. The acceptable deviations of parameters shall be registered in Observer's Log as well.

Vibrators shall comply with following requirements:

- Drive level - 70-75 % auto
- Maximum deviation from survey coordinates ≤ 10 m
- Total harmonic distortion $\leq 20\%$ average, $\leq 35\%$ peak
- Phase lag $\leq 3^\circ$ average, $\leq 10^\circ$ peak
- Start time delay ≤ 100 μ s
- Signal flatness – 6 dB between initial and end taper
- Vibrators shall come into phase 300 ms after the initial taper

Any vibrator operating steadily with a parameter distortion in excess of 10% compared to other vibrators operating in equivalent subsoil conditions should be replaced by a spare one until the problem has been solved.

The synchronous operation of vibrators when operating in a battery should be demonstrated by daily similarity tests prior to and during work, which should be recorded on a magnetic carrier.

A cable similarity test should be carried out and recorded on a weekly basis and following machine maintenance. Any vibrator not meeting the need to be identical with the rest should be withdrawn from service.

If, in the course of work, the operator has a slightest suspicion that any vibrators may be out of sync, the process should be interrupted until the problem has been identified and solved.

In case of a steeply sloping terrain, the vibrator battery may be positioned perpendicularly to the profile line (along the slope length) and let to vibrate without being shifted.

For points which are inaccessible by machines, the missed points should be compensated for by mixing or backing up those with normal commutation. This should be documented in the operator's logbook while recording the mixed point coordinates, as well.

VI.3 Field Seismic Production Work

Prior to the start of acquisition all geophones shall be tested on the SMT 100 or other approved means, to confirm that every geophone to be used operates within the manufacturer's specifications for sensitivity, natural frequency, damping, resistance, impedance, distortion and polarity.

Geophone parameter tests and leakage tests must be conducted on a continuing daily rotationally basis in camp, such that all geophone strings are tested a minimum of once per month. All strings shall be left to stand for approx. twelve hours and than tested. Minimum leakage testing specification shall be greater than two (2) MOhm. Geophone elements shall comply with manufacturer's standards.

On the line the geophone groups and FDU are to be tested on daily basis by the observers. All test records shall be recorded on production tape, and results shall be delivered to Client Representative on the next day.

Acceptable Parameters for instrument tests:

Internal noise - < 600 nV

Dynamic Range - > 130 dB

Distortion - < -110 dB

Gain Accuracy - < 0.1 %

Phase Accuracy - 0 ms

CMRR - > 110 dB

Leakage - > 2 MOhm

Crossfeed - 103 dB

Ambient Noise - $\leq 30 \mu\text{V}$, 60% of the spread

Geophones layout shall be done manually, each geophone to have good coupling with the ground, and to be buried to minimize ambient noise. Distance between geophones to be as defined in the Contract. In case of obstacles geophones may be bunched around the peg.

Center of gravity (COG) of the geophone groups to be on the peg.

Line labour and all vehicles shall keep enough distance from the line recorded, in order to minimize the noise.

On crossing or working close to roads, railways and populated areas, moments with minimum noise to be chosen for vibrating and recording.

VI.4 Low Velocity Layer (LVL) Study

Data for static correction calculation will be acquired with refractions acquisition of LVL.

For data recording 24 channel seismograph will be used. Energy source will be weight drop or hammer/plate with sufficient weight. Refraction spread with 24 channels, according to scheme on Fig. 9, will be used.

The locations of LVL study points will be done by the Crew Senior Geophysicist, with approval of Client Representative. The least number of LVL study points is start and end of each line, as well as intersection points of seismic lines. Additional locations might be used, depending on specific terrain and geology issues.

The center of the refraction spread will be the point, at which the data for LVL and Sub-LVL velocities and LVL thickness will be assigned for statics calculations. The spread inline bearing normally will coincide with seismic line bearing, but it may be changed depending of terrain.

All process requirements applicable to basic seismic surveys shall apply here, too.

VI.5 Office team

The office team is responsible for processing all primary materials and documents, performing quality control and summarizing the process results.

The office team shall typically continue working after all field teams have finished work for the day the site geophysics expert shall receive a logbook containing the references of all vibro-tested points and records and any remarks pertaining to special process events; the day's events shall be recorded on a magnetic or optical carrier.

The geophysics expert shall also receive any operator's logbooks and records on CD/DVD or USB from the 3MC team.

Data on the length of all traced, picketed and levelled profiles shall be received from the surveying squad chief, as well as calculations of the coordinates for previous days.

The geophysics expert shall collect and summarize all daily data and those accumulated for a past period and shall agree them upon with the site manager and the site supervisor while forwarding daily reports to the Client's head office on the following morning.

The following files shall be made available by the station to the Supervisor on a daily basis:

COG, dsd status, fdu, geo, oblog, vaps, daily sps files and results from the daily radio similarity tests and noise monitoring.

The geophysics expert shall process the locus diagrams from the 3MC observations and shall calculate the parameters of the upper section of the environment. The expert shall position them in the vertical section along the profile and shall calculate the static adjustments using a suitable software.

Within two days after completing the work on each profile, the geophysics expert should have drafted a profile specification on a hard copy and CD/DVD containing the following: list of bands with associated records, field operator's reports, coordinates and elevations of all stations in e-format (SPS files); calculated static adjustments in the same format; 3MC picking and interpretation - graphically, and all seismic records (process, test and from the 3MC station) on a magnetic carrier or DVD. The specification shall also include results from the speedy QC processing which yielded a paper plot of the so-called "Brute Stack" and SEG Y record on CD/DVD, as well as reports from the seismic profile topographs including the profile coordinates and crossing points with other seismic profiles.

The delivery of completed specification should be documented in a report.

VI.6 Field QC processing of seismic data

The contractor should have a computer equipped with suitable software for processing seismic data for the entire period of the surveys, as well as experts adequately qualified to use it.

The geophysics expert is expected to continue working after the end of the workday on the site to manage the processing and analysis of the day's data and, in case of finding out any problems affecting field work - to amend the station's program for the following day accordingly.

The procedures for processing should include the following minimum of procedures:

- data reading
- plotting and geometry control
- analyses and QC of raw data - amplitude-frequency and phase spectrum, signal shape, autocorrelograms, signal/noise ratio, wave field - reflected and interfering waves, random noises and spikes, problem channels.
- seismogram editing - any process that can improve the signal/noise ratio
- pre-processing - channel bank filters, inverse filtering, spectrum balancing, input of static adjustments (elevation statics, adduction level - 100 m, substitute speed - 2000 m/s).
- speed analysis
- summing
- poststack processing
- plotting and outputting the end section in SEG-Y format.

Graphic images can be used to illustrate the analyses and the various processing steps.

VII. HEALTH AND SAFETY OF THE STAFF

All activities under the program shall conform to the basic requirements and laws for safe work and environmental protection in the Republic in Bulgaria, as well as in conformity with the requirements of the international geophysical (IAGC “Land Geophysical Operations Safety”, Edition 9, 2004).

All local laws and sound international practices shall be observed during the planned seismic acquisition operations.

The seismic crew shall include enough persons trained to give first aid in case of incidents and/or accidents.

VII.1 Protective apparel and gear

All protective apparel and gear shall be consistent with and conform to the legislative system in Bulgaria for safe and healthy labor, while taking into account the particular job positions.

VII.2 Crew Vehicles

All crew vehicles shall be in excellent technical condition shall have undergone technical inspection and fitted with safety belts and light/sound signals for reverse motion.

VII.3 Survey crew

The survey group shall be equipped with special protective clothing – for summer and winter time, should works enter one of these period. Special briefing shall be given prior to commencing work. The crew shall have light trucks for all terrain operations at its disposal. All survey workers shall wear orange light reflector vests.

VII.4 Sources of seismic signal

Provisions are made for utilization of vibrators.

Vibrators are referred to the group of automobiles. Prior to commencing their work vibrators shall undergo technical visual inspection, operability test with briefing given to their drivers each time. The trucks are fitted with GPS systems for local control. They also have a signal for reverse motion. The machines are with standard overall dimensions.

Upon the seismic shock waves generation by vibrators, the following safe distances shall be kept from different facilities:

Facilities	Minimum safe distance (meters)
Buildings, solid structures	50
Buildings, ramshackle structures, sheds	100
Wells	20
Power lines	50
Reservoir Dams	150
Irrigation canals	50
Railways and asphalt-paved roads	50
Water-pipelines	100
Archaeological sites	100

VII.5 Receiver lines

The Receivers shall be laid using line trucks or light trucks by staff, called seismic workers. They are equipped with the requisite apparel, shoes, gloves and hats – depending of the season. All seismic workers shall be equipped with orange reflector vests. This work is not hard and demands no particular qualification. It is quite often performed by women as well. Initially all workers are given introductory instructions (they are often seasonable labor), followed by a daily briefing where the staff shall sign in special log.

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Said special vehicles shall be equipped with the indoor premise for the staff and an open-air one for the seismic cables.

VII.6 Documents

Prior to work commencement the Contractor that is awarded the task shall provide to the Contracting Party copies of the following documents:

- General rules of the company for safety technique and environmental protection;
- Review of the safety systems in the company;
- Review of the system for vehicles serviceability management;
- Review of the crew evacuation plan;
- Summary of the training given to the staff in safety technique and environmental protection;
- Safety technique statistics for the company for the past 3 year.

VIII. PROTECTION OF THE ENVIRONMENT

The elements of the National Ecological Network have been skirted and avoided to the most extent in selecting the position of the contour of seismic surveys featuring in the design for their implementation for the purpose of minimizing the adverse impact on habitats. Osmar is the only protected site within the meaning of SPA, which happens to be within the boundaries of the area earmarked for seismic surveying. The site shall be excluded from the range of seismic surveys. The entry of any kind of machinery and equipment shall be restricted (Fig. 8).

No particular impact on the environment is foreseen in the area of the seismic data acquisition. The vibroseis method is exclusively sparing for the environment and has no harmful effect as compared to the explosive method. Contamination with oils or fuel can occur in very rare cases. In such event the contaminated soils shall be removed and landfilled in the places designated therefore, while the failure in the respective machine is eliminated by a specialized mobile workshop.

The design for 3D seismic acquisition shall be coordinated in advance with MEW and RIPEW, city of Varna, Shoumen and Tragovishte, with the aim of the possible minimum impact on the components of the environment most vulnerable under this activity (bowels of the Earth, water, air)

The planned geophysical works do not contain noxious substances and have no harmful effect on the health of workers and people residing in the area.

Status of the environment in the area of planned surveys

This seismic survey is planned to take place in developed agricultural area.

Environment protection measures

- The main environmental protection measure is to make in advance serious review of the technical conditions of all automobiles and equipment of the Contractor company;
- A second, but not less important task is to give full briefing to the personnel with regards to the preservation of the environment and introduce them to the seismic survey area;
- Nomination of the person in charge from the Contractor company to monitor the execution of all provisions and to realize contact with representatives of the Contracting Party;
- Coordination of all activities with the state and local administration and the municipality;
- Responsibility of the Contractor shall be to provide cleaning with good quality of the seismic lines and roads after completing the seismic survey.

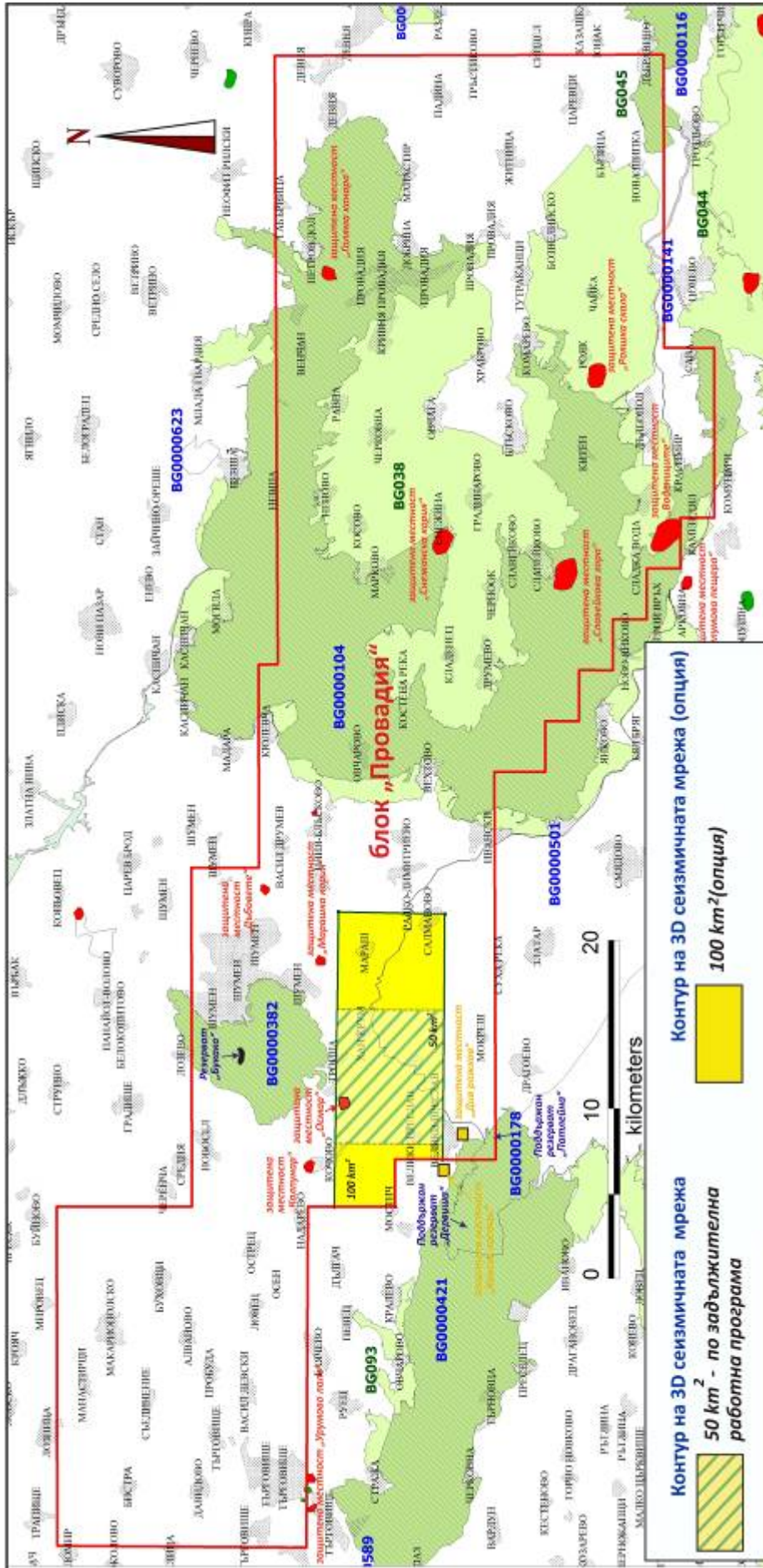


Fig. 8. Seismic network layout and protected sites and territories within Provadia Block

Fire safety procedure

Fire safety measures

Prior to start the field works season, a mandatory briefing shall be made devoted to the measures for fire safety. All the vehicle shall have undergone technical inspection and shall be equipped with operable fire extinguishers, otherwise they shall not be allowed to work. The requirement is also to have fire extinguishers in all main units of the seismic group

- Seismic station
- 3MC research unit
- Workshop
- Main base

It is mandatory for the seismic acquisition group to have a person in charge of the technical and fire safety and environmental protection. All units shall be equipped with radios and the persons in charge with mobile telephones as well.

Works is expected to start in summer. It is an open-air operation and there exists no immediate danger of fires. During the summer season all vehicles shall have spark traps installed.

Fuel shall be stored in spatial mobile tankers that have passed the technical inspection procedure.

Rules of action in the event of fire

In the event of a fire occurred all competent authorities shall be notified, including the local authorities. Contact telephone numbers are made public, as a rule, at the prominent places, both at the base and in the mobile units (base station, workshop, etc.).

IX.COORDINATION AND PERMITS

The Contractor is obligated to provide the necessary permits and to observe the requirements of all edicts in accordance with the transportation of the staff and the equipment through Bulgarian territory, as well as the transportation of overall dimensions load, and all the expenditures for receiving of the respective permits are on account of the Contractor. If necessary the Contracting Party cooperates of the Contractor for receiving of the respective permits by the respective agencies.

X. DATA DELIVERY AND REPORTS

Data Delivery

All Data Cartridges with raw data in SEGD or SEG Y format, as well as USB Disk or DVD, shall be dispatched to the Client within 48 hours after completion of each seismic line. The File Numbers (FFID) of data files shall be identical on all media, and correspond to these in Observer's Log.

Support Data shall include:

- Observer's Log
- Survey Data (Line description, coordinates and elevations of start/end of line and of intersections with other lines – if any, intersection diagrams, SPS files)
- Data on LVL – original field observations and processed data
- Field Static Corrections (in SPS source and receiver files)

Reports

The Contractor shall present at the Sofia office of the Contractor Party the following reports:

▪ Daily Reports

An exhaustive daily report on the surveys describing the progress of each operating unit from the site and occupational accident statistics, if any. The form of the daily report shall be coordinated with the field Representative of the Contracting Party prior the commencing work.

▪ Report on completed line

The Report on completed line shall include:

- Description of seismic line
- Operator Diary
- Topographic report of seismic line
- List of tapes with records
- SPS fails
- Protocol for acceptance of the seismic line by the Supervisor

▪ Monthly Reports

Three copies of the reports summarizing the activity on site from the previous month shall be prepared.

▪ Final Report

The Final report in a format, contents and method of presentation determined by the Contracting Party and the Contractor shall be present within a 30 (thirty) days upon completion of works. The final Report, as agreed by the Representative of the Contracting Party and the Contractor shall include the necessary information as required by the Contracting Party in conformity with its obligations that cover:

- a. Prospecting and Exploration Contract;
- b. Environmental Impact Assessment;
- c. Activities, results and statistics related to the seismic acquisition program and recommendations for future jobs.

Copies of this Final report shall be delivered by the Contractor in conformity with the requirements of the Contracting Party.

VI. PUBLIC PROCUREMENT CONTRACT

**ДОГОВОР
ЗА ПРОВЕЖДАНЕ НА 3Д ПОЛЕВИ
СЕЙСМИЧНИ ИЗСЛЕДВАНИЯ В
БЛОК „ПРОВАДИЯ“**

№ _____ / _____

ТОЗИ ДОГОВОР се сключи на _____.2013 г. между

1. „ОВЕРГАЗ ИНК.“ АД, с ЕИК 040845618, със седалище и адрес на управление в гр. София, 1407 р-н Лозенец, ул. „Филип Кутев“ №5, **представявано от Сашо Дончев – Изпълнителен директор**, наричано за краткост по-долу **„Възложител“**

2.,
.....
с със седалище и адрес на управление:
.....,
представявано от
наричано по-долу за краткост **„Изпълнител“**

тук по-долу всички заедно наричани **„Страни“**, а поотделно **„Страна“**

На основание член 41, във връзка с член 74 от Закона за обществените поръчки и въз основа на Решение на **Възложителя** за определяне на **Изпълнител**, сключиха настоящия Договор за следното:

I. ДЕФИНИЦИИ

Член 1. Освен ако контекстът не изисква друго, думите и изразите, изброени в този член 1 по азбучен ред, и изписани в Договора с главна буква, имат следното значение:

- 1. „Възложител“, „Овергаз“** – означава „Овергаз Инк.“ АД, представявано от Изпълнителния директор и/или упълномощено от него лице.
- 2. „Гаранция за изпълнение на Договора“** – означава паричен депозит по Сметка на **Възложителя** или безусловна и неотменима банкова гаранция, с която **Изпълнителят** обезпечава изпълнението на задълженията си по този Договор и която е издадена съгласно образец, представен в Документацията за участие и по реда на този Договор.

**CONTRACT
FOR CONDUCT OF 3D
FIELD SEISMIC SURVEYS IN
BLOCK PROVADIA**

No _____ / _____

THIS CONTRACT was concluded on _____. 2013 between

1. „OVERGAS INC.“ AD, with UIC 040845618, having its principal address of business in Sofia, 1407 Lozenetz, 5 Philip Kutev str., **represented by Sasho Dontchev – Executive director**, hereinafter referred to as **“Company”**

2.
.....
With principal address of business:.....
.....
represented by
hereinafter referred to as **“Contractor”**

Hereinafter all together referred to as **“Parties”**, and separately **“Party”**

Pursuant to Art.41, in connection with Art.74 from the Public Procurement Act and on the basis of Decision No of **the Company** for selecting **the Contractor** it was agreed as follows:

I. DEFINITIONS

Article 1. Unless the context says otherwise, the words and expressions, listed in this Art.1 in alphabetical order and capitalized in this Contract shall have the following meaning:

- 1. „Company“, „Overgas“** – means „Overgas Inc.“ AD, represented by the Executive Director and/or authorized person by him.
- 2. „Guarantee for performance of the Contract“** – means a cash deposit in **the Company’s** account or unconditional and irrevocable bank guarantee, which **the Contractor** uses to secure the performance of its obligations under this Contract and which guarantee has been issued in the form, provided in the Documentation for participation and under the terms of this Contract.

3. **„Дейности/те по Договора“** - означава услугите, които следва да се извършат по този Договор, така както са описани в Договора и Приложенията към него.
 4. **„Документация за участие“** – означава Документацията за участие в открита процедура за възлагане на обществена поръчка с предмет „Провеждане на 3Д полеви сеизмични изследвания в „блок Провадия“.
 5. **„Екип/персонал на Изпълнителя“** – означава всички посочени от Изпълнителя в Офертата му физически лица, независимо дали са негови служители или наети по различно от трудово правоотношение, които са ангажирани с фактическото изпълнение на Дейностите, предмет на този Договор
 6. **„Забава“** е изпълнение на което и да е задължение на **Изпълнителя** по този Договор, направено извън договорно или нормативно установен срок.
 7. **„Закон за обществените поръчки“ (ЗОП)** е законът, обнародван в ДВ, бр. 28 от 2004 г., с последващите му изменения и допълнения.
 8. **„Законови разпоредби (действащо законодателство)“** – означава Конституцията на Република България, международните договори, ратифицирани, обнародвани и влезли в сила, по които Република България е страна, Актове на институциите на Европейския съюз, който и да е закон, наредба, правилник, инструкция или заповед, приети на законно основание или приети на законно основание и въвеждащи разпоредби на обвързващи за Република България директиви на Европейския съюз, които засягат проектната документация или изпълнението на което и да е задължение по този Договор. В частност Работата следва да отговаря и да бъде извършена при съблюдаване на приложимите законови изисквания на територията на Р България за обезпечаване на безопасни и здравословни условия на труд, за обезпечаване на безопасно използване, транспортиране и съхраняване на опасни материали, за опазване на околната среда и за техническа и пожарна безопасност.
 9. **„Инструкция за работа и работни процедури“** – означава основните стандарти, определени от **Възложителя**
3. **„Contract Activities or Activities“** – means the services which have to be completed under the terms of this Contract, as described in this Contract and its Appendices.
 4. **„Documentation for participation“** – means the Documentation for participation in an open procedure for public procurement with a subject of procurement: “Conduct of 3D field seismic surveys in block Provadia”.
 5. **„Team/Personnel of the Contractor“** – means all the physical persons, specified by **the Contractor** in his Offer, whether its employees or other Contracted persons, which persons have been engaged in the actual performance of the Activities under this Contract.
 6. **„Delay“** is a performance of any of **the Contractor’s** obligations under this Contract outside the specified contracted or statutory terms.
 7. **„Public Procurement Act“ (PPA)** is the law, promulgated in the State Gazette, number 28/2004, with all its amendments.
 8. **„Law order (effective legislation)“** – means the Bulgarian Constitution, international agreements, ratified, promulgated and effective, to which the Republic of Bulgaria is a signatory, the acts and legislation of the European institutions, any law, regulation, rules, instruction or order, adopted on the grounds of law or adopted on the grounds of law and implementing the European directives, which acts concern the project documentation or the performance of any of the obligations in this Contract. In particular, the Work shall be consistent with and shall be implemented in accordance with the law requirements in force in the territory of Republic of Bulgaria to guarantee healthy labor conditions, safe usage, transportation and preservation of hazardous materials, environmental protection and technical and fire safety.
 9. **„Instruction for work and work procedures“** – means the basic standards, defined by **the Company** for

за изпълнение на Работата, съгласно Документацията за участие, които определят минималните критерии за преценка на Работата на **Изпълнителя** и с които последният следва да се съобразява при изпълнение на Дейностите, предмет на Договора.

10. **„Месец“** – означава 30 (тридесет) календарни дни.
11. **„Район/а на проучване“** означава територията, определена в картата с разположението на проектните сеизмични профили, съгласно Раздел II от Техническия проект, върху която се извършват Дейностите, предмет на Договора. **„Място на извършване на Работата“** означава конкретна част от територията на блок „Провадия“, определена в картата с разположението на проектните сеизмични профили, съгласно Раздел II от Техническия проект, върху която се извършват Дейностите по Договора.
12. **„Сметка на Възложителя“** е банкова сметка с BIC: UBBSBGSF, IBAN: BG23UBBS8423101082601, открита на името на **Възложителя**, по която **Изпълнителят** е внесъл сумата по този Договор, представляваща Гаранция за изпълнение на Договора, когато същата е под формата на паричен депозит.
13. **„Недостатък“** е всяко неправилно изпълнение на Дейностите по Договора, изразяващо се в
 - (а) изпълнение с отклонения от Техническите предписания;
 - (б) изпълнение в нарушение на установените правила или добри практики за изпълнение на възложените по Договора Дейности.
14. **„Неточно изпълнение“** - означава всяко изпълнение, различно от дължимото по Договора или Законите разпоредби, вкл. забавено изпълнение и лошо - некачествено или частично изпълнение.
15. **„Обществена/та поръчка“** - означава проведената при условията и по реда на ЗОП открита процедура за избор на изпълнител за провеждане на ЗД полеви сеизмични изследвания в блок „Провадия“.
16. **„Обявление“** е обявлението за Обществената поръчка по член 25, ал. 2 от ЗОП, обнародвано в Регистъра на

the Work performance, according to the Documentation for participation which standards determine the minimum criteria for estimation of **the Contractor's** Work performance and which the latter shall observe while performing the Contract Activities.

10. **„Month“** – means 30 (thirty) calendar days.
11. **„The Survey area“** means the territory, specified in the map with the location of the project seismic profiles, pursuant to Section II of the Technical Design, in which Activities, subject to this Contract shall be fulfilled. **„Place for the Work performance“** shall mean a specific part of the territory of block Provadia, defined in the map with the location of the project seismic profiles pursuant to Section II of the Technical Design, in which the Activities hereunder are performed.
12. **„Company's account“** is a **Company's** bank account with BIC: UBBSBGSF, IBAN: BG23UBBS8423101082601, where **the Contractor** has transferred the sum, specified in the Contract as a guarantee for the performance of the Contract when the chosen method by the latter is a guarantee as a cash deposit.
13. **„Fault“** is any wrongful performance of a Contract Activity, finding expression in:
 - (a) performance with deviations from the Technical instructions.
 - (b) performance in violation of the rules and good practices for fulfillment of such Activities as those assigned with the Contract.
14. **„Inaccurate fulfillment“** – means any fulfillment which differs from that due by the Contract or the Law order, including delayed fulfillment, inferior fulfillment - in inferior quality or partial fulfillment.
15. **„Public Procurement procedure“** – means the open procedure for selection of a Contractor to conduct 3D field seismic survey in block Provadia, held under the terms and conditions of the Public Procurement Act.
16. **„Notice“** is the notice for public procurement under Art.25 (2) of the PPA, published in the Public Procurement

обществените поръчки под №
и в Официалния вестник на Европейския
съюз под №

Register under No.....
and in the Official Journal of the
European Union.

- 17. „Оферта“** означава Офертата на **Изпълнителя**, на базата на която **Възложителят** е приел решение за избор на **Изпълнителя** на Обществената поръчка
- 18. „Предмет на обществената поръчка“** означава услугите по този Договор и приложенията към него.
- 19. „Приемо-предавателен протокол“** – означава протоколът, който се съставя и подписва от Страните при изпълнение на Дейностите по Договора в договорения обем и качество.
- 20. „Приключване на Работата“** означава изпълнение на всички възложени с този Договор Дейности в обема и качеството, посочени в Договора, приложенията към него и в Документацията за участие, удостоверено с Приемо-предавателен протокол, подписан от **Възложителя** съгласно член 40.5.
- 21. „Разрешение за търсене и проучване“** означава предоставено на **Възложителя** по силата на Закона за подземните богатства Разрешение за търсене и проучване на нефт и природен газ в блок „Провадия“, Българска суша, на основание Решение № 9/13.01.2010 г. на Министерски съвет на Република България, обн. в ДВ бр. 6 от 22.01.2010 г., удължено с Решение № 85/17.02.2014 г. на Министерски съвет на Република България, обн. в ДВ бр. 16 от 25.02.2014 г.
- 22. „Системно неизпълнение“** на задълженията на **Изпълнителя** е налице, когато, без значение на продължителността между отделните неизпълнения: (а) **Възложителят** установи пълно неизпълнение на поне две задължения на **Изпълнителя** по Договора или когато (б) **при Неточно изпълнение на** едно и също задължение два или повече пъти или продължило повече от 3 (три) дни.
- 23. „Срок“** – означава всеки един от сроковете, посочени в Договора, в който трябва да бъдат извършени и приключени отделните възложени по Договора Дейности и работи.
- 17. „Offer“** means the Offer of **the Contractor**, on the basis of which **the Company** has taken its decision to assign the public procurement to **the Contractor**.
- 18. „Public Procurement Subject“** means the services, specified in this Contract and its Appendices.
- 19. „Acceptance Protocol“** – means the protocol, which shall be prepared and signed by the Parties after the completion of the Activities under the Contract in the contracted volume and quality.
- 20. „Completion of the Work“** means the completion of the Work and all Activities, assigned with this Contract and and the Appendices hereto and in the Documentation for participation in the volume and quality, specified in it, which has been certified with the Acceptance Protocol, signed by **the Company** under Art.40.5.
- 21. „Permit for prospecting and exploration“** – means the permit awarded to **the Company** on the ground of the Underground Resources Act for prospecting and exploration of oil and natural gas in block Provadia, Bulgarian onshore, pursuant to Decision № 9 from 13.01.2010 of the Council of Ministers of Republic Bulgaria, extended by Decision 85/17.02.2014 of the Council of Ministers of Republic Bulgaria, published in the State Gazette issue 16 from 25.02.2014.
- 22. „Consistent non-fulfillment“ of the Contractor obligations** is apparent when, irrespective of the duration between the separate non-fulfillments: (a) **The Company** ascertains full non-fulfillment of at least two Contract obligations of **the Contractor** or when (b) **the Contractor** does not fulfill properly or in time the same obligation two or more times or an Inaccurate fulfillment prolonged for more that 3 (three) days.
- 23. „Term“** – means any time period, defined in the Contract, in which the specified Activity and work assigned shall be performed and completed by the **Contractor**.

- 24. „Съществено неизпълнение“** е Неточното изпълнение на които и да са услуги по Договора, стойността на които е равна или надхвърля сумата по член 50.
- 25. „Територия или българска територия“** означава географската територия на Република България.
- 26. „Технически предписания“** са съвкупността от технически предписания в закони, подзаконовни нормативни актове, стандарти и технически одобрения, които определят изискванията към определените Дейности по такъв начин, че да отговарят на предвидената от **Възложителя** цел и нужди. Във всички случаи, тези предписания включват изискванията на международната геофизична асоциация (IAGC "Land Geophysical Operations Safety"). Част от Техническите предписания са и изискванията при провеждане на полевите работи, съгласно Раздел II от Техническия проект, част от Документацията за участие в Обществената поръчка, както и всяка друга относима част от Документацията за участие.
- 27. „Технически проект“** означава Проект „Провеждане на 3D сеизмични проучвания в Блок „Провадия“, който е неразделна част от Документацията за участие и е представен като Приложение № 5 към този Договор.
- 28. „Финансов риск“** - означава риск, който се проявява поотделно или съчетано в следните разновидности:
а) валутен риск - риск, произтичащ от промени във валутен курс;
б) лихвен риск - риск, произтичащ от промени в лихвен процент;
в) пазарен риск - риск, произтичащ от промени в пазарна цена.
- 29. „Форсмажорно обстоятелство“** - означава непредвидено или непредотвратимо събитие от извънреден характер, възникнало след сключване на Договора, което не може да се предвиди или предотврати при полагане на дължимата грижа на добър търговец, която обективно предизвиква забава или невъзможност за изпълнение на задължения по този Договор от някоя от страните като: конфискация, национализация, земетресение, наводнение, пожар, терористичен акт,
- 24. „Substantial non-fulfillment“** is Inaccurate fulfillment of any of the services under this Contract, the value of which is equal or more than the sum, pursuant to article 50.
- 25. „Territory or Bulgarian territory“** means the geographical territory of Republic of Bulgaria.
- 26. „Technical Instructions“** are the totality of technical instructions in legislation, standards and technical approvals, which determine the requirements for defined Activities in a manner that corresponds and answers **the Company's** needs and aims. In any case, such instructions include IAGC "Land Geophysical Operations Safety" requirements. Part of the Technical instructions are those requirements for the field work performance, introduced in Section II of the Technical Design, part of the Documentation for participation or any other relevant part of the Documentation for participation.
- 27. „Technical Design“** means the "Design for conduct of 3D seismic surveys in block „Provadia“, which is an integral part of the Documentation for participation and presented as Appendix No.5 to this Contract
- 28. „Financial risk“** – means a risk, which is displayed separately or combined in a variety as follows:
a) currency risk - risk, stemming from currency fluctuations.
b) interest risk - risk, stemming from changes in the interest rate.
c) market risk – risk, stemming from the market prices fluctuations.
- 29. „Force Majeure“** - means unexpected or unpreventable circumstances beyond the control of the party concerned, that have occurred after this Contract is executed, which cannot be foreseen at the moment this Contract is executed and cannot be prevented or avoided by applying the due care of a good merchant, which objectively causes delay or impossibility to fulfill the obligations under this Contract of the party concerned, such as: forfeiture,

вандализъм, урагани, природни бедствия, действия на обществени врагове, война (обявена или необявена), извънредно положение, нашествия, бунтове, размирици, граждански протести, преустановяване на обществените комунални услуги, индустриален и друг вид наднормен шум, стачки на работници или служители на трети лица (извън работниците и служителите на **Изпълнителя**) или индустриални спорове, които са извън контрола на **Изпълнителя**. Неблагоприятните климатични условия не са форсмажорно обстоятелство.

30. „Цени за изпълнение на Договора“ – означава сумите, определени в ценовото предложение, част от Офертата на **Изпълнителя**. Посочените от **Изпълнителя** в ценовото предложение цени за престой, мобилизация и демобилизация, както и стойността на опитните работи, се заплащат отделно от Възнаграждението съгласно условията на **Договора**. **„Възнаграждение за Работата“** – означава сумата, платима съгласно сроковете и условията, уговорени в Договора и изчислена в зависимост от обема на действително извършената Работа по Договора, съобразно избраната методика и посочените единични цени за сеизмични Дейности, както и за работата на сондажната група за **МСК** (микро-сеизмичен каротаж) или **ЗМС** (зона на малките скорости) и метода на пречупените вълни, определени в Офертата на **Изпълнителя**.

31. „Час“ – означава 60 (шестдесет) минути.

II. ДЕКЛАРАЦИИ НА СТРАНИТЕ

Член 2. С този Договор **Възложителят** заявява и декларира, че:

2.1. ще уведоми незабавно **Изпълнителя** в писмена форма, ако получи каквато и да е информация относно обстоятелство, имащо отношение към изпълнение на предмета на Договора.

2.2. сключването на Договора не влиза в противоречие със Законовите разпоредби.

2.3. условията на Договора създават валидни и обвързващи задължения за **Възложителя**, от датата на подписването му от всяка от Страните.

nationalization, earthquake, flood, fire, act of terrorism, vandalism, hurricanes, natural disasters, public enemies' acts, war (declared or not declared), state of emergency, invasions, insurrections, riots, civil protests, suspension of public utilities, strikes of workers or employees of third parties /other than the workers or employees of **the Contractor** or industrial disputes that are beyond the control of **the Contractor**. Adverse climate conditions are not a Force Majeure.

30. „Prices for Contract performance“ – means the sums, specified in the Price Offer, part of **the Contractor's** Offer. The sums for downtime, mobilization and demobilization as well as experimental works specified by the **Contractor** in his Price Offer shall be paid separately from the Remuneration for the Work as stipulated in the Contract. **„Remuneration for the Work“** – means the sum, calculated in accordance with the volume of the Work actually performed under the Contract, the chosen methodology and the specified unit prices for seismic Activities as well as the work of the Drilling Team for MSK (micro-seismic log) or LVL (low velocity layer) and the method of refraction waves in **the Contractor's** Offer, which sum is payable in accordance with the terms and conditions, stipulated in the Contract.

31. „Hour“ – means 60 (sixty) minutes.

II. DECLARATIONS BY THE PARTIES

Article 2. By signing this Contract, **the Company** declares that:

2.1. It shall immediately inform **the Contractor** in writing, if **the Company** receives any information about circumstances having a stand on the implementation of the subject-matter of this Contract.

2.2. The conclusion of the Contract is not in breach with the Law order.

2.3. The Contract conditions establish valid and binding obligations for **the Company** from the date of signature of the Contract by both Parties.

Член 3. С подписването на този Договор, **Изпълнителят** заявява и декларира, че:

3.1. всяко от изявленията, фактите и обстоятелствата, съдържащи се в този член е вярно и точно във всички отношения.

3.2. е валидно и надлежно учредено според законодателството на, което отговаря на изискванията на член 47, ал. 1, 2 и 5 от ЗОП. За удостоверяване на същото, при подписване на Договора **Изпълнителят** е предоставил на **Възложителя** съответните документи, издадени от компетентните органи.

3.3. Всяко лице, подписало този Договор, има съответните законови и/или договорни правомощия да го подпише.

3.4. Сключването и изпълнението на Договора във всяко отношение не противоречи или не представлява неизпълнение или нарушение на някой друг договор, по който **Изпълнителят** е страна, или с който **Изпълнителят** или активите му са обвързани, което съществено би засегнало изпълнението на задълженията на **Изпълнителя** по Договора.

3.5. не са налице висящи съдебни дела, съдебни решения или актове на административни органи, претенции или разследвания срещу **Изпълнителя** и не съществува опасност от такива срещу **Изпълнителя**, които съществено биха засегнали изпълнението на задълженията му по Договора.

3.6. за подписването и изпълнението на този Договор от страна на **Изпълнителя** не се изисква каквото и да било допълнително съгласие или разрешение, уведомяване или представяне от държавен или административен орган, или ако такива се изискват, те са своевременно осигурени от **Изпълнителя** и последният ги е представил на **Възложителя** към датата на подписването на Договора.

3.7. е получил цялата информация за Дейностите, предмет на Обществената поръчка, която е била предоставена от **Възложителя** за целите на този Договор и същата е била на разположение на **Изпълнителя**. **Изпълнителят** заявява, че е извършил собствена предварителна проверка относно Предмета на обществената поръчка и възлаганата по смисъла на настоящия договор Работа и не е разчитал, нито разчита единствено на декларация или гаранция от страна на **Възложителя** относно информацията за Работата.

Article 3. By signing this Contract, **the Contractor** declares that:

3.1. each declaration, fact and circumstances, contained in this article is true, accurate in all terms.

3.2. is valid and duly established in accordance with the law of....., which corresponds to the requirements in Art.47(1, 2 and 5) PPA . For certifying the latter, at the time of signature of this Contract, **the Contractor** has presented to **the Company** the relevant documents, issued by the competent authorities.

3.3. each person, signed this Contract, has the relevant legal and / or Contractual authorization to sign this Contract.

3.4. the conclusion and implementation of this Contract in all terms is not inconsistent with the clauses of any other Contract, neither it is a non-fulfillment or a breach of any other Contract of which **the Contractor** is a party, or which **the Contractor** or its assets are bound with, where this could essentially affect the fulfillment of **the Contractor's** obligations under this Contract.

3.5. there are no pending law suits or court decisions or acts of administrative bodies, claims and investigations against **the Contractor** neither there is a danger of those against **the Contractor**, which could substantially affect the fulfillments of **the Contractor's** obligations under this Contract.

3.6. No additional approval or permission, notification or presentation from a national or administrative body is required for the signature and fulfillment of this Contract by **the Contractor** or, if such are required, they are duly secured by **the Contractor** and the latter has presented them to **the Company** at the date of the Contract signature.

3.7. has received the whole information for the Activities, subject-matter of procurement, which has been presented by **the Company** for the purposes of this Contract and this information is made available to the Contractor. **The Contractor** declares that he has done his own preliminary examination about the subject-matter of procurement, as well as the stipulated Work under this contract, and has not relied on, neither solely relies on a declaration or a guarantee given by **the Company** about that information about the Work.

3.8. ще извърши услугите при спазване изискванията на Законите разпоредби и клаузите на Договора и приложенията към него.

3.9. ще уведоми незабавно **Възложителя** в писмена форма, ако получи каквато и да е информация относно каквото и да е обстоятелство, имащо отношение към предмета на Договора.

3.10. Изпълнителят декларира и гарантира, че ще извърши Дейностите по този Договор:

- с грижата на добър търговец, притежаващ необходимите умения и опит;
- качествено и в съответствие с изискванията на този Договор;
- в съответствие с изискванията на **Възложителя** и целите, за които се извършва Работата;
- в срок и
- съгласно Законите разпоредби и най-високите стандарти за извършване на сеизмични проучвания, в това число и в съответствие с изискванията на международната геофизична асоциация (IAGC "Land Geophysical Operations Safety"), в частност Дейностите ще бъдат извършени при съблюдаване на приложимите законови изисквания за обезпечаване на безопасни и здравословни условия на труд, за обезпечаване на безопасно използване, транспортиране и съхраняване на взривни материали, за охрана на околната среда и др.

3.11. Изпълнителят декларира и гарантира, че притежава и ще използва (респ. има право да използва през времето, необходимо за извършване на Дейностите) необходимото оборудване за извършване на възложените Дейности, което е описано в подадената от него Оферта и че същото е в добро техническо състояние, годно за извършване на възложеното по този Договор.

3.12. Изпълнителят декларира и гарантира, че притежава необходимия квалифициран персонал за извършване на Работата и всички Дейности по договора, като в частност персоналят е обучен да използва оборудването и да съблюдава изискванията за безопасни и здравословни условия на труд и охрана на околната среда.

3.13. Изпълнителят декларира и гарантира, че със собствени сили или със съдействието на подизпълнители в допустимия обем е в състояние да извърши възложената Работа качествено и в срок.

3.8. shall implement the services in conformity with the Law order and the Contract and its appendices clauses.

3.9. shall immediately notify **the Company** in writing if he receives any information about any circumstance relevant to the subject-matter of this Contract.

3.10. The Contractor declares and warrants that he will perform the Activities under this Contract:

- with the due care of the good merchant, possessing the necessary skills and experience.
- in quality and in compliance with the requirements of this Contract.
- in compliance with **the Company's** requirements and the purposes for which the Work is being performed.
- in time and
- according to the effective legislation and the highest standards for performing seismic surveys, including the requirements of the International geophysical association (IAGC "Land Geophysical Operations Safety"), particularly the requirements of the applicable law for securing safety and healthy work conditions , for securing safe use, transport, storage of explosives, for environmental protection, etc.

3.11. The Contractor declares and guarantees that he possesses and has the right (respectively has the right to use for the time, necessary for the performance of the Activities) all necessary equipment for the fulfillment of the Activities contracted, which has been described in his Offer and the latter is in good technical condition, suitable for the fulfillment of the assigned Activities under this Contract.

3.12. The Contractor declares and warrants, that he possesses the necessary qualified personnel that are suitable for performing the Work and all the Activities under the Contract in particular, his personnel is qualified to use the equipment and to abide by the safety and healthy requirements and environmental protection.

3.13. The Contractor declares and warrants that he is in condition solely with its own resources or with the support of subcontractors to fulfill the Work assigned and in high quality and in time.

Член 4. Изпълнителят не е предложил или предоставил, нито ще предложи или предостави пряка или непряка облага, произтичаща от възлагането и/или от изпълнението на Договора, на лица, заемащи ръководни длъжности или са служители на **Възложителя**.

III. ПРЕДМЕТ НА ДОГОВОРА

Член 5. Предмет на Договора

5.1. Възложителят възлага, а **Изпълнителят** се съгласява да извърши 3Д полеви сеизмични изследвания в района на блок „Провадия“ /наричано по – нататък „Работа“/, съгласно условията и сроковете на настоящия Договор.

5.2. Работата, предмет на този Договор, се възлага за планирани **50** (педесет) квадратни километра 3Д сеизмични изследвания.

5.3. Параметрите и условията за извършване на изследванията по член 5.2., в частност местоположение, район на действие и технически параметри, са конкретизирани в Технически проект – **Приложение №5** към настоящия договор..

5.4. Дейностите по член 5.1, в обема, посочен в член 5.2., в текста по-долу ще бъдат наричани за краткост „Работа/та“.

IV. НЕЗАВИСИМОСТ НА СТРАНИТЕ

Член 6. Без оглед на всичко, съдържащо се в този Договор и независимо от това, че **Изпълнителят** може да действа според указанията на **Възложителя**, първият е и ще продължава да е независим **Изпълнител** по отношение на Работата по този Договор. **Изпълнителят** не е представител на, както и неговите служители на са наети лица, служители или представители на **Възложителя** по никакъв начин и повод.

Член 7. Нито едно от условията в този Договор не трябва да се тълкува като предоставящо възможност за образуване на съдружие, дружество със смесено участие или друг вид сдружение между страните, както и нито една от тези страни не е отговорна за действия или пропуски на другата.

Член 8. По никакъв начин **Възложителят** не носи отговорност към служителите на **Изпълнителя**, в частност не носи отговорност за съблюдаването и спазването на трудовото и социално-осигурителното законодателство по отношение на персонала на **Изпълнителя**, в това число и за заплащането на каквито и да било възнаграждения и отчисления в пенсионни и здравноосигурителни фондове.

Article 4. The Contractor did not offer or present, neither shall offer or present direct or indirect advantage, stemming from the assignment and/or the implementation of this Contract, to people, holding a managing positions or to employees of **the Company**.

III. SUBJECT-MATTER

Article 5. Subject-matter

5.1. The Company assigns and **the Contractor** agrees to perform 3D field seismic surveys in the “Provadia” block’ s area / hereinafter referred to as “Work” in the terms and conditions of this Contract.

5.2. The Work, subject to this Contract, shall be assigned for planned **50** (fifty) square kilometers 3D seismic survey.

5.3. The parameters and the conditions for performing the survey, particularly the location, the place of performing and technical parameters, are specified in Technical Design - **Appendix No 5**, an integral part of this Contract.

5.4. The Activities under article 5.1. in the volume, specified in article 5.2., shall be referred to in the Contract as the “Work”.

IV. PARTIES INDEPENDENCE

Article 6. Regardless of all prescriptions herein and irrespective of the fact that **the Contractor** is entitled to act according to **the Company’s** instructions, the former is and shall be an independent **Contractor** in respect of the Work under this Contract. **The Contractor** is not an agent of, neither are his employees in any way hired employees of the **Company**, or its representatives.

Article 7. No provision herein shall be construed as creating a partnership, joint venture or any other association between the parties whereby either party shall be liable for the acts or omissions of the other.

Article 8. Under no circumstances does **the Company** bear any responsibility to the employees of **the Contractor**, in particular **the Company** is not responsible for the observance of the labor legislation, the legislation of social and pension insurance in respect of **the Contractor’s** employees, including responsibility for the payment of salaries and pension and health fund transfers.

Член 9. Работното време и заплати на екипа на **Изпълнителя** се определят от **Изпълнителя** съгласно приложимото в Р България законодателство, в съответствие с член 36.2 и е изцяло за сметка на **Изпълнителя**. Персоналът на **Изпълнителя** при никакви условия няма да се счита за работна сила на **Възложителя**.

Член 10. **Изпълнителят** отговаря за действията на персонала си като за свои собствени действия.

V. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

Член 11. Задължения на Изпълнителя

11.1. Изпълнителят се задължава:

(1) да извърши в договорения срок възложената Работа, предмет на Договора, в съответствие с изискванията на **Възложителя**, условията на Документацията за участие, включително Инструкцията за работа и работните процедури (Приложение №4), този Договор и приложенията към него и при спазване на Законите разпоредби.

(2) да извърши Работата качествено и в срок, така че същата да бъде годна за целите на **Възложителя**, включително да извърши опитни работи по отношение на посочени от **Възложителя** сеизмични профили от блок „Провадия“, съгласно Програма за опитни работи (Приложение №3) с цел избор от **Възложителя** на най-добрите параметри и методика на въздействие и запис за получаването на висококачествен сеизмичен материал. Избраните параметри и методика на въздействие и запис ще служат за база за изчисление на Възнаграждението за Работата по този Договор като се вземат предвид единичните цени за отделните видове работи съгласно предоставената от Изпълнителя ценова оферта (Приложение № 1). Завършването на опитните работи се удостоверява с **протокол**, подписан между Страните.

(3) да осигури за своя сметка и на свой риск цялото необходимо оборудване, съответстващо на описаното в Приложение №2 от този Договор и Документацията за участие и да поддържа за своя сметка и риск цялото оборудване в добро състояние, така че същото да бъде годно за качествено и надлежно извършване на Работата до нейното приключване.

Изпълнителят носи пълна отговорност за осигуреното оборудване, неговото качество и съответствие с изискванията за

Article 9. The working time and the salaries of **the Contractor's** personnel shall be determined by the **Contractor** according to the applicable legislation in Bulgaria, in accordance with the stipulation of art.36.2 and shall be entirely on **the Contractor's** account. In no circumstances **the Contractor's** personnel shall be considered as **Company's** employees.

Article 10. **The Contractor** shall be responsible for the acts of his employees as if they were its own acts.

V. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 11. The Contractor`s obligations

11.1 The Contractor is obliged:

(1) to perform the assigned Work, a subject-matter of this Contract, in the time frame specified in the Contract, in accordance with the requirements of **the Company**, the conditions defined in the Documentation for participation, including the Instruction for Work and work procedures (Appendix 4), this Contract and its appendices and in conformity with the Law order.

(2) to perform the Work in quality and in time, in such way that the Work is suitable for **the Company's** purposes, as well as to fulfill the experimental works on the seismic profiles of block Provadia, specified by **the Company**, in accordance with the Program for experimental works (Appendix No 3) to enable the **Company** to make the choice of the best parameters and methodology for the impact and recording for the obtaining of high quality seismic material. The chosen parameters and methodology for the impact and recording shall be the basis for the calculation of the Remuneration for the Work hereunder in consideration of the unit prices for the separate types of work in accordance with the Price Offer submitted by the **Contractor** (Appendix No 1). The completion of the experimental works shall be certified by a **protocol** signed between the Parties.

(3) to provide for his own account and risk the whole necessary equipment corresponding to the technical specifications, set forth in Appendix No 2 of this Contract and Documentation for participation and to maintain this equipment on its own risk and account in good condition, in such way that the latter to be suitable for the quality and due fulfillment of the Work until its completion. **The Contractor** is fully liable for the equipment it provides, the equipment's quality and its compatiability to the

качествено изпълнение на възложената Работа, както и за неговата поддръжка, съхранение и опазване. **Изпълнителят** гарантира, че използва осигуреното от него оборудването на годно правно основание. **Изпълнителят** следва да осигури оборудването на Мястото на извършване на Работата в разумен срок след като бъде уведомен от **Възложителя** за готовността за започване на Работата, но не по-късно от срока, посочен в член 64. Срокът за мобилизация/демобилизация на оборудването не може да надвишава 14 (четиринадесет) дни.

(4) да осигури за своя сметка и риск професионален и квалифициран персонал за изпълнение на Работата, като посочва пред **Възложителя** лицата, ангажирани с изпълнението на Работата. **Изпълнителят** следва да осигури персонала на Мястото на извършване на Работата в разумен срок след като бъде уведомен от **Възложителя** за готовността за започване на Работата, но не по-късно от срока, посочен в член 64. **Изпълнителят** няма право да изменя състава на посочения по реда на настоящата алинея екип, освен в случаите по чл.13.4.

(5) незабавно да изтегли цялото оборудване от Района на проучване, след Приключване на Работата, удостоверено с подписването на Приемо-предавателен протокол. В случай че **Изпълнителят** не изпълни това задължение след писмено отправено искане от **Възложителя**, последният има право да извърши това изтегляне за сметка и риск на **Изпълнителя**. Изтеглянето на оборудването се удостоверява с протокол, подписан от упълномощени представители на Страните, а в случай на отказ за подписване от страна на **Изпълнителя** или в случаите по предходното изречение - с едностранно подписан от **Възложителя** протокол.

(6) да осигури за своя сметка и риск всички необходими консумативи включително, но не ограничаващи се само до - гориво, вода, храна, магнитни ленти, сондажен разтвор, резервни части, всички консумативи за поддръжка и работа на оборудването и други, присъщи и необходими за извършване на Работата материали и/или консумативи и да осигури за своя сметка и риск наличието на достатъчно оборудване за съхранение на консумативите в сеизмичната група.

(7) да осигури за своя сметка настаняване

requirements for quality performance of the deputed Work, as well as for the maintenance and storage of the equipment. **The Contractor** guarantees it utilizes the equipment on suitable legal grounds. **The Contractor** shall guarantee that the equipment is at the Place for Work performance in a reasonable time after **the Contractor** has been notified by **the Company** for its readiness to commence the Work, but not later than the term specified in article 64. The term for the mobilization / demobilization cannot exceed 14 /fourteen/ days.

(4) to provide at his own expense and risk a professional and qualified staff for the implementation of the Work by indicating to the Company the persons engaged with the implementation of the Work. **The Contractor** shall guarantee that his personnel is at the Place for Work performance in a reasonable time after **the Contractor** has been notified by **the Company** for its readiness to commence the Work, but not later than the term specified in article 64. The Contractor may not change the staff as indicated at the present paragraph, except in case of the stipulations of art. 13.4.

(5) to withdraw the whole equipment from the Survey area immediately after the final completion of the Work, certified by signing the Acceptance protocol below. Should **the Contractor** fail to fulfill his obligation to withdraw the equipment upon receiving a written request from **the Company**, the latter shall have the right to withdraw the equipment on **the Contractor's** account and risk. The draw-out of the equipment shall be certified by a protocol signed by authorized representatives of the Parties, and in case of **the Contractor's** refusal or in the case described in the previous sentence, the draw-out is certified by a protocol signed unilaterally by **the Company**.

(6) to provide on his own account and risk all necessary consumables and supplies including, but not limited to - fuel, water, food, magnetic reel, drilling solution, spare parts, all supplies for maintenance and use of the equipment and other materials and/or consumables, inherent to and necessary for the fulfillment of the Work as well as to secure on its own risk and account the presence of sufficient equipment for the consumables storage in the seismic group.

(7) to provide on his own account the accommodation and a single office for **the**

и отделен офис на представителя на **Възложителя** по член 15, а така също и автомобил с висока проходимост и снабден с VHF радиостанция, произведен не по-рано от 2011 година.

(8) да обезпечи безпрепятствен достъп до Района на проучване на други представители на **Възложителя**.

(9) да спазва условията за конфиденциалност по този Договор.

(10) незабавно да информира в писмен вид **Възложителя** за възникнали обстоятелства, които изискват решение от негова страна, както и незабавно да уведоми **Възложителя** за всяка обективна невъзможност или препятствие за извършване на Работата.

Член 12. Задължения на Възложителя

12.1. Възложителят се задължава:

(1) да приеме изпълнената Работа и другите Дейности извършени от **Изпълнителя** по Договора, когато те са извършени в съответствие с изискванията на настоящия Договор и приложенията към него.

(2) да оказва необходимото съдействие на **Изпълнителя** за извършване на Работата, включително да го уведоми за готовността за започване на Работата, съгласно условията на този Договор.

(3) да представи на **Изпълнителя** своевременно карти на Района на проучване с нанесени проектни сеизмични профили. **Възложителят** си запазва правото да изменя едностранно Техническия проект (респ. сеизмичните профили), като е длъжен да уведоми своевременно за това **Изпълнителя**.

(4) да заплати на **Изпълнителя** Възнаграждението за извършената Работа по Договора, както и други дължими по този Договор суми.

(5) да осигури достъп до Мястото на извършване на Работата.

VI. УСЛОВИЯ ЗА ИЗВЪРШВАНЕ НА РАБОТАТА

Член 13. Екип на Изпълнителя

13.1. Изпълнителят е длъжен да разполага за целия срок на Договора с екип за изпълнение на Договора – специалисти със съответната квалификация, правоспособност и опит, посочени в Офертата на **Изпълнителя**, неразделна част от този договор.

13.2. Изпълнителят е длъжен да определи ръководител на екипа, който ще бъде изрично упълномощен да ръководи и

Company's representative as per article 15, as well as an ATV, manufactured not earlier than the year 2008, (equipped with VHF radio station).

(8) to provide unhindered access to the Survey area to other **Company's** representatives.

(9) to observe the confidentiality conditions of this Contract.

(10) immediately to inform in writing **the Company** about circumstances which require immediate decision from the latter, as well as immediately to notify **the Company** for any objective impossibility or impediment for the fulfillment of the Work.

Article 12. Obligations of the Company

12.1. The Company is obliged:

(1) to accept the performed Work and other Activities done by the Contractor under this Contract, when they have been performed in accordance with the requirements of this Contract and its appendices.

(2) to give the necessary support to **the Contractor** for performing the work, including the engagement to inform the Contractor for its readiness to commence the Work performance, as specified in this Contract.

(3) to provide **the Contractor** in due time with maps of the Survey area with plotted project seismic profiles. **The Company** shall preserve his right to change unilaterally the Technical Design (respectively the seismic lines), in which case **the Company** is obliged to inform **the Contractor** in due time.

(4) to pay **the Contractor** the Remuneration for the Work completed as well as other sums due under this Contract.

(5) to provide access to the Place for the performance of the Work.

VI. CONDITIONS FOR WORK PERFORMANCE

Article 13. Contractor's team

13.1. The Contractor is obliged to guarantee for the entire term of the Contract a team for the implementation of the Contract – specialists with the respective qualification, legal capacity and experience, defined in **the Contractor's Offer**, an integral part of this Contract.

13.2. The Contractor is obliged to define a team leader, who shall be duly and explicitly authorized to run and organize the work

организира извършването на работите и услугите във връзка с изпълнение на Дейностите по Договора от страна на **Изпълнителя** и ще бъде в пряка връзка с **Възложителя** по всички въпроси, касаещи задълженията и отговорностите на **Изпълнителя** по този Договор. Упълномощеният ръководител на екипа се идентифицира пред **Възложителя** с надлежно пълномощно, издадено от законния представител на **Изпълнителя**.

13.3. Ръководителят на екипа и останалите членове на екипа са длъжни да извършват Дейностите по Договора, съгласно неговите разпоредби и да се намират на Мястото на извършване на Работата за целите на изпълнението ѝ.

13.4. Замяната на член от екипа е допустима след предварителното писмено съгласие на **Възложителя**, при наличие на непредвидени обстоятелства, настъпили след подаване на Офертата на **Изпълнителя**, които възпрепятстват съответните лица да изпълняват пълноценно задълженията си, и само ако образованието, квалификацията и уменията на новите членове са еквивалентни или по-добри от тези на предишните. Всички разходи, възникнали поради замяна на член на екипа на **Изпълнителя**, са за негова сметка.

Член 14. Предоставяне на достъп

14.1. **Възложителят** е длъжен да осигури достъп до Мястото на извършване на Работата, като, при необходимост, получи съответните разрешения от собствениците на имотите, на територията на които ще се извършва Работата.

14.2. **Изпълнителят** е длъжен да определи свой служител, който при необходимост съвместно с **Възложителя** да договаря със собствениците на имотите получаването на необходимите права за извършване на Работата.

14.3. Разходите за обезщетение на собствениците по член 14.1. са за сметка на **Възложителя**.

Член 15. Контрол на изпълнението

15.1. Преди започване на Работата, **Изпълнителят** трябва да предостави на **Възложителя** копия от следните задължителни за изпълнение на Работата документи:

- Общи правила по техника на безопасност и опазване на околната среда на **Изпълнителя**.
- Преглед на системите за безопасност в

implementation and services in connection with the fulfillment of the Activities under this Contract by **the Contractor** and the latter shall be in direct connection with **the Company** for all the issues, concerning the obligations and responsibilities of **the Contractor**. The authorized team leader shall identify him-or herself before **the Company** by a due power of attorney, signed by the legal representative of the **Contractor**.

13.3. The team leader and the other members of the team are obliged to implement the Contract Activities, in accordance with the provisions herein and to be at the Place for the Work performance.

13.4. The replacement of a team member is admissible after a preliminary written approval by **the Company**, on the presence of unexpected circumstances, occurring after the Offer submission, which circumstances hinder the specified persons to implement fully their obligations and only if the education, qualification and experience of the new members are equivalent to or better than those of the replaced ones. All the expenses in relation to the replacement are for Contractor`s account.

Article 14. Granting Access

14.1. **The Company** is obliged to provide access to the Place for the performance of the Work, and, if necessary, to obtain the respective permits from the landowners of the plot of lands where the Activities will be carried out.

14.2. **The Contractor** shall name one of his employees, who if necessary, shall together with **the Company** negotiate with the landowners the conditions on which they will provide the necessary rights for performing the Work.

14.3. The expenses for compensating the landowners specified in art.14.1. above are on **the Company`s** account.

Article 15. Performance Control

15.1. Before the commencement of the Work, **the Contractor** is obliged to provide **the Company** with copies of the following documents obligatory for the Work performance:

- Common rules for safety technology and environmental protection of **the Contractor**.
- Examination of the safety systems in the

- дружеството на **Изпълнителя**.
- Преглед на системата на управление за изправност на автомобилите на **Изпълнителя**.
- Преглед на плана за евакуация на екипа на **Изпълнителя**.
- Обобщение за обучението по техника на безопасност и опазване на околната среда на личния състав на **Изпълнителя**.
- Статистика по техника на безопасност на дружеството на **Изпълнителя** за последните 3 (три) години.

15.2. Възложителят ще упълномощи свой представител (Супервайзер/QC) на Мястото на извършване на Работата, който да извършва постоянен контрол върху изпълнението на Дейностите, предмет на този Договор от **Изпълнителя**. Представителят на **Възложителя** може да не е едно и също лице през времето за извършване на Работата. Супервайзерът/QC заверява с подписа си ежедневните отчети за извършената от **Изпълнителя** Работа за съответния ден. Единствено заверени с подписа на Супервайзера/QC на **Възложителя** отчети по чл.40.1. се считат за действително извършени по реда на този Договор Дейности и приети от **Възложителя**. В случай, че Супервайзерът/QC прецени, че резултатите от първичната обработка не задоволяват изискванията и не са годни да изпълнят целите на **Възложителя**, същият има право да върне Работата за повторно извършване за сметка на **Изпълнителя**. В случай че Супервайзерът/QC констатира отклонение или нарушение на приетите и одобрени правила за работа, същия може да отправи писмена забележка или предписание към **Изпълнителя** в съответния ежедневен отчет, като този запис се счита за задължителен за изпълнение от страна на **Изпълнителя**.

15.3. Представителят на **Възложителя**, както и други оправомощени от него лица, имат правото по всяко време да проверяват изпълнението на Работата за съответствието ѝ с изискванията на Законите разпоредби, този Договор и/или приложенията към него.

15.4. В случай че бъде констатирано Неточно изпълнение или Недостатък, включително, но без да се ограничава до, нарушение на разпоредения на държавни/общински органи, неправилно разположение на оборудването, некачествен сигнал или други, представителят на **Възложителя** има

company of **the Contractor**.

- Examination of the management system for the working order of **the Contractor`s** vehicles
- Examination of the evacuation plan of **the Contractor`s** team.
- Summary from the safety technology and environmental protection training of **the Contractor`s** personnel.
- Statistics from the safety technology of **the Contractor`s** company for the last 3 (three) years.

15.2. The Company shall authorize its representative at the Place for the performance of the Work (QC), who shall perform a regular supervision on the implementation of the Activities, subject-matter of this Contract, by **the Contractor**. That representative may not be the same person during the whole time necessary for performing the Work. The QC person shall certify with his or her signature each daily report for the Work performed by **the Contractor** for the respective day. Only certified reports under Art. 40.1. with the QC signature shall be deemed certifying the actual Work performed and that it has been accepted by **the Company**. In case, that QC assesses that the results from the QC processing could not satisfy the requirements and could not fulfill **the Company's** aims, the latter shall have the right to return the Work in question for second performance on the **Contractor`s** account. Should the supervisor / QC establish a deviation from or violation of accepted and approved rules of work, he may make a written note or prescription to the **Contractor** in the relevant daily report, this entry being considered mandatory for execution by the **Contractor**.

15.3. The Company's representative, as well as any other authorized by him persons, shall have the right to inspect at any time the performance of the Work for it's conformity with the requirements of the Law order, this Contract and/or its appendices.

15.4. Should any Inaccurate fulfillment or Fault be established, including, but not limited to, a breach of an instruction given by governmental or local authorities, improper equipment placement, signal of poor quality or other, the representative of **the Company** shall have the right to suspend the process of performing the Work and to require from **the**

право да спре процеса на работа и да иска от **Изпълнителя** поправка на Работата. За констатираното Неточно изпълнение и/ли Недостатъци, представителят на **Възложителя** съставя констативен протокол, който се подписва от него и от представител на **Изпълнителя**. При отказ на представителя на **Изпълнителя** да подпише протокола, **Възложителят** го подписва едностранно, като указва в протокола, че **Изпълнителят** е отказал да го подпише.

15.5. Разходите по поправка на Неточното изпълнение или Недостатък по член 15.4. са за сметка на **Изпълнителя**. **Възложителят** не заплаща възнаграждение, нито цена за престой на **Изпълнителя** за времето за извършване на поправянето.

VII. ЗАСТРАХОВКИ

Член 16. **Изпълнителят** поддържа следните застраховки, налични към датата на сключване на настоящия Договор:

16.1. застраховка за вреди, причинени на трети лица при извършване на Работата, с включена клауза за замърсяване, с лимит не по-малък от стойността на Договора. Тази застраховка следва да включва като териториално покритие Република България.

16.2. застраховка, покриваща всички рискове и всички материални вреди върху оборудването и механизацията, разположени на Мястото на извършване на Работата. Застраховката по изр.1 следва да покрива всички вреди от погиване или увреждане на имуществото на **Изпълнителя**, с което същият извършва Работата, които биха могли да настъпят при или по повод изпълнение на Работата, независимо от причините за погиването или увреждането, включително форсмажор, случайно събитие и други. Тази застраховка следва да включва като териториално покритие Република България.

16.3. застраховка „трудова злополука“ или друг подобен вид застраховка на служителите на **Изпълнителя** и подизпълнителите, покриваща всички рискове и всички вреди, които могат да настъпят при или по повод изпълнение на Работата.

Член 17. Изпълнението на задължението по предходния член се удостоверява към датата на сключване на настоящия Договор чрез представяне на съответните сертификати /полици/ за сключени застрахователни

Contractor to remedy the deviations. An ascertainment protocol shall be prepared by **the Company's** representative for the Inaccurate fulfillment and/or Faults found. The protocol shall be signed by **the Company's** and **Contractor's** representatives. Should **the Contractor** refuse to sign the protocol, **the Company** shall have the right to sign it unilaterally by indicating therein **the Contractor's** refusal to sign it.

15.5. The expenses for remedying the deviations or Fault according to the previous art.15.4 are on **the Contractor's** account. **The Company** does not pay Remuneration nor downtime price to **the Contractor** for the time used for remedy.

VII. INSURANCE

Article 16. **The Contractor** shall maintain the following insurances effective as at the date of signing this contract:

16.1. General Third Party Liability insurance for damages, caused to third parties while performing the Work, including Pollution liability clause, with a limit not less than the value of the Contract. This insurance shall cover the territory of Republic of Bulgaria.

16.2. Insurance, covering all risks and all material damages to the equipment and construction mechanization located on the Place for Work performance. The insurance under sentence 1 shall cover all damages from loss or destruction of **the Contractor's** property used by **the Contractor** for the fulfillment of the Work, which damages could occur while fulfilling or in connection with the fulfillment of the Work, independently of the reasons for the loss or destruction including force majeure, accidental event and others. This insurance shall cover the territory of Republic of Bulgaria.

16.3. Employment Accident insurance or other similar insurance of **the Contractor's** and subcontractors' employees, covering all risks and damages, which may occur during or in relation to the performance of the Work.

Article 17. The fulfillment of the obligation under the preceding article shall be verified to the date of execution of this Contract by submitting the relevant certificates /policies/ for executed insurance contracts.

Договори.

Член 18. Всяка застраховка по член 16 е със срок на действие, който изтича не по-рано от 30 (тридесет) дни след датата на Приключване на Работата, с удължена давност по отношение на възможността за обявяване на вреди и предявяване на искове до изтичането на горния срок.

Член 19. Застраховките по член 16 следва да бъдат направени при застраховател, който е местно лице, или е установен в държава членка на Европейския съюз, или в страна по споразумението за Европейското икономическо пространство.

Член 20. **Изпълнителят** е длъжен да поддържа застрахователната сума през целия период, посочен в член 18, включително като заплати допълнителни премии, в случай че през застрахователния период настъпят събития, които биха намалили застрахователното покритие.

Член 21. Разходите по обслужване на застраховките по член 16 са за сметка на **Изпълнителя**, като застрахователните премии трябва да бъдат изплатени изцяло на застрахователя.

Член 22. **Възложителят** има право да поиска представянето от **Изпълнителя** на застрахователните полици и платежните документи, удостоверяващи плащането на застрахователните премии по застраховките по член 16, като **Изпълнителят** се задължава да ги предостави на **Възложителя** в 7 (седем) дневен срок от получаването на направеното искане.

Член 23. Ако **Възложителят** констатира неизпълнение на задължението на **Изпълнителя** за поддръжане на застраховките по този раздел, той има право да откаже плащане на дължимо възнаграждение до отстраняване на констатираното неизпълнение.

Член 24. Сключването на горепосочените застраховки в никакъв случай не следва да се тълкува като намаляване на отговорността на **Изпълнителя** по настоящия Договор.

VIII. ПРЕСТОЙ

Член 25. В случай на престой, предизвикан от причина, за която отговаря **Възложителят**, последният заплаща на **Изпълнителя** уговорената сума за престой за всеки ден, съобразно договореното по Приложение №1 от договора. Срокът за изпълнение на Работата се удължава съответно на времето на престоя, предизвикан от причина, за която отговаря **Възложителят**.

Член 26. Никой случай на Неточно изпълнение, Недостатък на Работата или

Article 18. Each insurance under Article 16 shall be valid for 30 (thirty) days after the Completion of the Work, with a prolonged prescription with regard to the possibility for claiming damages and claims until the expiration of the above term.

Article 19. The insurance under article 16 shall be issued by an insurance company, which is a local person or a person established in a member state of the European Union or a member state of the European Economic Area.

Article 20. **The Contractor** shall maintain the insurance policy for the whole period specified in Art.18, as well as he shall pay all additional premium in case an event occurs during the insurance period, which event could lower the insurance coverage.

Article 21. The expenses for the insurance policies service under Article 16 are on **the Contractor`s** account and the insurance premium shall be paid entirely to the Insurance company.

Article 22. **The Company** is entitled to require from **the Contractor** the original insurance policies and payment documents, certifying the payment of the insurance premium of the insurances under Article 16, and **the Contractor** is obliged to present them to **the Company** in 7 (seven) days term from the written notice receipt.

Article 23. If **the Company** establishes a non-fulfillment of **the Contractor`s** obligation for maintenance of the insurance policies under this Section, **the Company** is entitled to refuse to pay due remuneration until the non-fulfillment has been removed.

Article 24. The execution of the above stated insurances shall by no means be construed as a reduction of **the Contractor`s** liability under this Contract.

VIII. STAND BY (DOWNTIME)

Article 25. In case of stand-by (downtime), caused by a reason, for which **the Company** is responsible, the latter shall pay **the Contractor** the price for downtime agreed in Appendix № 1 of the Contract. The time for performing the Work shall be extended according to the time of stand-by, caused by a reason for which **the Company** is liable.

Article 26. In no case shall an Inaccurate fulfillment or Fault or mistake in the usage of **the**

грешка на ползването на оборудването на **Изпълнителя**, включително и грешка в действията на персонала му, не дават право на **Изпълнителя** да получава заплащане за престой. В този случай се прилага член 27.

Член 27. Други случаи на престой:

27.1. В случай на престой, предизвикан по причина, за която отговаря **Изпълнителят**, **Възложителят** не дължи възнаграждение за времето на престоя. Ако престоят по предходното изречение продължи повече от 3 (три) дни, **Възложителят** има право на неустойка в размер на ½ (една втора) от сумата за престой по член 25. Срокът на изпълнение на Работата не се удължава при престой по причина, за която отговаря **Изпълнителят**.

27.2. В случай на престой, предизвикан от форсмажор, за всеки ден от действието на форсмажора **Възложителят** заплаща на **Изпълнителя** сума за престой по време на форсмажор, посочена в Приложение №1.

27.3. В случай на неблагоприятни климатични условия, **Възложителят** не дължи заплащане на сума за престой, освен когато тези условия продължават повече от 5 (пет) дни и е напълно невъзможно извършването на полеви Дейности след изтичането на този срок. Пълна невъзможност може да настъпи при наличието или настъпването на такова метеорологично събитие, вследствие на което условията в Района на проучване или конкретното Място на извършване на Работата са такива, че от гледна точка на добросъвестност всички действия на **Изпълнителя** да изпълни задължението биха били лишени от какъвто и да е практически резултат.

27.4. Във всеки случаи на престой по чл.25, 27.2. или 27.3. от настоящия договор **Възложителят** не дължи заплащане за първите 5 (пет) дни на престоя.

Член 28. В случай на престой, предизвикан по причина, за която отговаря **Изпълнителят**, същият няма право да се позовава на форсмажор, възникнал през времето на престоя, респ. няма право да се ползва от всички останали права при възникване на форсмажор, в частност права на заплащане на престой, удължаване на срока за извършване на работа и др. В този случай се прилага съответно член 27.1. независимо от възникването на форсмажор до отпадане на основанията за престой. След отпадане на основанията за престой по причина, за която отговаря **Изпълнителят**, и ако форсмажорните обстоятелства са все още налице, те ще се считат за възникнали след отпадането на основанията за престой по вина на

Contractor's equipment, as well as a mistake in the actions of **the Contractor's** personnel, give **the Contractor** the right to receive payments for downtime, in which case art.27 below applies.

Article 27. Other cases of Downtime:

27.1. In case of downtime caused by a reason for which **the Contractor** is responsible, **the Company** does not pay remuneration for the time of the downtime, and in case the downtime lasts more than 3 /three/ days, **the Company** shall have the right to agreed and liquidated damages in the amount of half of the downtime amount in art.25. The time for performance of the work shall not be extended in case of downtime caused by a reason for which **the Contractor** is responsible.

27.2. In case of stand-by caused by force-majeure, **the Company** shall pay **the Contractor** the payment for stand-by in force-majeure, agreed upon in Appendix № 1 for each day of force-majeure.

27.3. In the case of adverse climate conditions, **the Company** shall not pay **the Contractor** any compensation for downtime, unless such conditions last more than 5 (five) days and they lead to a full impossibility for the implementation of any seismic Activities after this term expires. Full impossibility may only occur under the presence or the occurrence of such meteorological event, as a result of which the conditions in the Survey area or the specific Place for the Work performance are of a manner, that from the perspective of the good faith all the Activities of the Contractor to fulfill the specific obligation would be deprived of any practical result.

27.4. At any event of downtime under art. 25, art. 27.2. or 27.3. of this Contract, **the Company** shall not pay any compensation for the first 5 (five) days of this downtime.

Article 28. In case of downtime caused by a reason for which **the Contractor** is responsible, the latter shall not have the right to invoke force-majeure that occurred during the downtime, respectively it shall not have any other rights upon occurrence of force-majeure, in particular, the rights to payments for downtime, to extension of the time of performance, etc. In this case article 27.1. applies appropriately notwithstanding the occurrence of force-majeure until the downtime is lifted. After the downtime due to reasons for which **the Contractor** is responsible has been lifted, and should the force-majeure circumstances be still in force, that force-majeure shall be considered as occurred after the downtime has been lifted.

Изпълнителя.

IX. ОТЧЕТНОСТ

Член 29. По време на изпълнение на Работата, **Изпълнителят** е длъжен да изготвя дневни и месечни **рапорти** и **рапорти** за завършени профили и да поддържа и заверява съответните дневници за прогреса на Работата. Рапортите по предходното изречение следва да отговарят на изискванията на т.7 от Инструкцията за работа и работни процедури и да предоставят най-малко информация за дневната производителност на сеизмичния екип (изследваните километри, направените записи, вкл. брой и дължина, брой МСК, параметри на вибраторите, напредъкът на топографската група, отстреляни вибропунктове и др.). **Изпълнителят** изготвя и предоставя на **Възложителя** и оперативни доклади, даващи актуална информация за персонала на **Изпълнителя**, ползваното оборудване, материали или услуги, както и друга информация, изискана от **Възложителя**.

При Приключване на Работата, **Изпълнителят** представя финален доклад. Финалният доклад във форма, съдържание и метод за представяне, определени от **Възложителя** и **Изпълнителя**, ще бъде представен в рамките на 30 (тридесет) дни след Приключване на Работата. Финалният доклад ще включва необходимата информация, както се изисква от **Възложителя** в съответствие с неговите задължения, произтичащи от:

- a. Разрешението за търсене и проучване;
- б. Изучаване на въздействието върху околната среда;
- в. Дейности, резултати и статистики, свързани със сеизмичната програма и препоръки за бъдеща работа.

Редът и сроковете за предоставяне на финалния доклад, както и съдържанието на отчетните документи по този член, са посочени подробно в Техническия проект. При поискване или за целите на представянето им пред компетентните органи, ако такова представяне е необходимо, **Възложителят** може да изиска от **Изпълнителя** и друга информация и/или документи, по всяко време. След Приключване на Работата, за тези документи също се прилага член 40.5.

Член 30. **Изпълнителят** изготвя и поддържа цялата документация (отчети, дневници, доклади и т.н.) в пълно съответствие с изискванията на Законите разпоредби.

Член 31. По искане на **Възложителя**, рапортите по член 29 могат да включват

IX. REPORTING

Article 29. While performing the Work, **the Contractor** is obliged to prepare daily and monthly **reports**, as well as **reports** for the lines completed and to maintain and authenticate the respective journals for the Work headway. The reports from the previous sentence shall be in accordance with the requirements of p.7 from the Instruction for work and working procedures and shall give at least information for the daily productivity of the seismic crew (kilometers surveyed, the records made, including number and length, number upholes, vibrator parameters, the topographic crew progress, VP shot per day etc.). **The Contractor** is obliged to prepare and present to **the Company** also operative reports, giving actual information for **the Contractor's** personnel, equipment, materials and services used, as well as other information, required by **the Company**.

Upon completion of the Work, **the Contractor** shall present to **the Company** a final report. The final report in the form, content and method of presentation, defined by both parties, shall be presented in 30 /thirty/ days after the finalization of the Work. The final report shall include the information, as needed by **the Company** in relation to its obligations, stemming from:

- a. the Permit for prospecting and exploration;
- b. the examination of the impact on environment;
- c. Activities, results and statistics, related to the seismic program and recommendations for future work.

The terms and conditions for presenting the final report, as well as the contents of the reporting documents hereunder are fully described in **the Technical Design**. On demand or for the purpose of presenting those documents to the competent bodies, if such presenting is necessary, **the Company** may require from **the Contractor** other information and/or documents, at any time. After the Completion of the Work, Article 40.5 shall be applied for these documents as well.

Article 30. **The Contractor** shall prepare and maintain all the documentation (reports, journals, papers etc.) in full conformity with the Law order requirements.

Article 31. On the **Company's** demand, the reports under art. 29 may include information

информация относно: движението на персонала и оборудването, ползвано от **Изпълнителя**, състоянието на разрешителните за работа на персонала му, информация за възникнали инциденти и др.под.

Член 32. **Изпълнителят** е длъжен да осигури свободен достъп до Мястото на извършване на Работата и всяка част от него на представителите на **Възложителя** или официално упълномощени представители на държавни или местни органи и да им предоставя всичко необходимо за изпълнението на техните правомощия.

Член 33. Упълномощените представители на **Възложителя** имат право по всяко време да извършват проверки на оборудването на **Изпълнителя**, да наблюдават тестовете, да получават дневните и месечни отчети и да следят процеса на Работа, включително да изискат от **Изпълнителя** извършването на допълнителни тестове на апаратурата и/или оборудването.

X. ПЛАЩАНИЯ ПО ДОГОВОРА. НЕУСТОЙКИ

Член 34. Неустойки

34.1. За всеки ден Забава в започване на Работата по вина на **Изпълнителя**, последният заплаща на **Възложителя** неустойка в размер, съответстващ на сумата за престой на ден по член 25.

34.2. При забава на изпълнение на Работата в срока, посочен в член 65, по вина на **Изпълнителя**, той дължи на **Възложителя** неустойка в размер на 20% (двадесет процента) от стойността на неизвършената Работа, изчислена в линейни/ квадратни километри по приложимата цена за линеен/ квадратен километър, дадена в Приложение №1. Заплащането на неустойката от **Изпълнителя** не го освобождава от задължението му за изпълнение на Работата в пълния договорен обем по член 5.

34.3. След изпадане в Забава в крайния срок за извършване на Работата по вина на **Изпълнителя**, последният не може да се позовава на Форсмажор или неблагоприятни климатични условия след изтичане на срока за извършване на Работата, съответно няма право за заплащане на престой.

34.4. В случай че **Изпълнителят** не изпълни в срок Работата и, по преценката на **Възложителя** няма да бъде възможно тя да бъде завършена или, дори и да може да бъде завършена, поради просрочието

concerning: the movement of the personnel and equipment, used by **the Contractor**, the work permits condition, information of incidents occurred etc.

Article 32. **The Contractor** is obliged to ensure free access to the Place for the work performance and each part of it for **the Company's** representatives or official persons representing governmental or local bodies and to give them all necessary for the fulfillment of their competences.

Article 33. The authorized representatives of **the Company** are entitled at any point of time, to supervise the performance of **the Contractor's** equipment, to observe the tests, to receive the daily and monthly reports and to supervise the Work as well as to require from **the Contractor** the performance of additional tests of the equipment and/or appliances.

X. PAYMENTS. PENALTIES

Article 34. Penalties

34.1. For each day of delay in the commencement of the Work, due to the fault of **the Contractor** the latter shall pay a penalty to **the Company** in the amount, corresponding to the downtime amount per day under article 25.

34.2. For a delay in the completion of the Work by the deadline due to the fault of the **Contractor**, specified in article 65, **the Contractor** shall pay to **the Company** a penalty in the sum of 20 (twenty) percent of the amount of the outstanding Work, calculated in linear/square kilometers and using the applicable price for linear/ square kilometer, specified in Appendix No1. By paying the penalty **the Contractor** shall not be released from its obligations for Work performance in full volume in regard to article 5.

34.3. In case of delay in the deadline for the Work performance due to the **Contractor, the Contractor** shall not have the right to invoke Force majeure or adverse climate conditions after the expiration of the deadline for the Work Performance, respectively **the Contractor** shall not be paid for downtime.

34.4. Should **the Contractor** not fulfill the Work by the deadline, and, at **the Company's** judgments, this may result in impossibility for the work to be completed or, even if there is a possibility for its completion, **the Company** has

Възложителят е изгубил интерес от нейното приключване, **Възложителят** има право заедно с останалите права по този Договор, и в частност правата по предходните членове, да прекрати този Договор, като намали възнаграждението, платимо на **Изпълнителя** за извършената от него до момента на прекратяването на Договора работа съответно на неизпълненото (изчислено по линейни/квадратни километри неизвършени Дейности съобразно приложимата договорена цена).

Член 35. Разходи и разноски

35.1. Освен указаните разходи в други членове от този Договор, **Изпълнителят** е длъжен да осигури за своя сметка транспорт на персонала и оборудването си до и от, както и на територията на Мястото на извършване на Работата.

35.2. **Изпълнителят** е длъжен да осигури необходимите разрешителни и да спазва условията на всички разпоредби, свързани с транспортирането на персонала и оборудването си през българска територия, в това число и за транспортирането на извънгабаритен товар, като разходите за получаване на съответните разрешителни са за сметка на **Изпълнителя**. При необходимост, **Възложителят** съдейства на **Изпълнителя** за получаване на необходимите разрешителни от съответните публични органи.

35.3. **Възложителят** е длъжен да получи своевременно и за своя сметка всички разрешения за извършването на конкретни действия, в това число разрешения за кастрене, премахване и преместване на растителност и други подобни.

35.4. Всички разходи и разноски, предвидени по силата на някое от приложенията към този Договор, които не са указани в този Договор (Договор в дадения конкретен смисъл се разбира само настоящия документ без приложенията към него) изрично за сметка на **Възложителя**, се считат за разходи и разноски, които са за сметка на **Изпълнителя**.

Член 36. Възнаграждение

36.1. За извършената по този Договор Работа, **Възложителят** ще заплати на **Изпълнителя** Възнаграждение за Работата, съгласно уговореното в този Договор и приложенията към него при спазване на следните условия:

- цените, изчислени в часове, се заплащат за пълен изтекъл час (60 минути), а цените изчислени в дни, се заплащат за

lost its interest in the Work's completion because of the delay, **the Company** is entitled, together with its rights in this Contract, and in particular the rights in the previous paragraphs, to terminate this Contract and to lower the remuneration, payable to the Contractor for the Work performed until the Contract termination corresponding to the non-fulfilled Work (estimated in linear/square kilometers unfulfilled Activities according to the applicable contracted price).

Article 35. Expenses and costs

35.1. In addition to the specified expenses in this Contract, **the Contractor** shall secure on its account the transport of its staff and equipment to and from, as well as in the territory of the Place for Work performance.

35.2. **The Contractor** is obliged to ensure the necessary permits and to observe all the applicable law related to the transportation of the equipment and the staff, including the transportation of the staff and the equipment through Bulgarian territory, as well as the transportation of oversize loads, where the expenses for the obtaining of the relevant permits shall be on **the Contractor`s** account. If necessary and possible, the Company shall support **the Contractor** to obtain the necessary permits from the competent public authorities.

35.3. **The Company** is obliged to obtain timely and on his account all the necessary permits for the performance of the services, contracted herein, including the removal or movement of green vegetation etc.

35.4. All the expenses and costs, specified in any of the Appendixes of this Contract which expenses are not explicitly specified in this Contract (Contract in the specific meaning shall be considered only as this document without its appendixes or annexes) to be on **the Company's** account, shall be deemed as expenses and cost on **the Contractor`s** account.

Article 36. Remuneration

36.1. For the Work performed under this Contract, **the Company** shall pay to **the Contractor** Remuneration for the Work, according to the provisions in this Contract and its appendixes, respecting the following conditions:

- the prices, estimated in hours shall be paid for a whole past hour (60 minutes), and the prices, estimated in days shall be paid for a

пълен изтекъл работен ден;
- цените за завършена част на километър се определят от първия до последния отстрелян пункт (като брой вибропунктове);
- цените се определят пропорционално на частта от съответния месец, през който се работи действително, на базата на 30 (тридесет) дневен месец.

36.2. Работата ще се извършва на базата на предложената от **Изпълнителя** продължителност на работния ден, съгласно Приложение №2, но не по-малко от 8 (осем) часов работен ден, като се изключи времето, необходимо на персонала за придвижване от лагера им до Мястото на извършване на Работата и обратно.

36.3. Освен ако в този Договор не е упоменато нещо друго, **Изпълнителят** няма да получи възнаграждение за период, през който не е успял задоволително да извърши Работата поради проблеми с оборудването, отсъствие или некомпетентност на персонала, недостиг на оборудване, консумативи или резервни части, или недостатъчно време за пътуване от или до базата или профила.

36.4. Освен ако не е упоменато друго, цените, указани в Приложение №1 включват Цената на финансовия риск, всички разходи за заплащане на труда на лицата, включени в екипа на **Изпълнителя**, за поддръжка на застраховките на **Изпълнителя**, както и др. присъщи разходи, извършвани от **Изпълнителя** при изпълнение на услугите по този Договор, включително, но без ограничение, данъци при източника, митнически сборове, удържки, бонуси и вноски по ДОО, дневни разходи и нощувки, както и транспорт до и от съответния работен обект от Района на проучване, и медицинско обслужване по всяко време, според изискванията на действащите закони и няма да бъде променяна за целия срок на Договора.

36.5. Приема се, че **Изпълнителят** е прочел цялата документация, свързана с Договора, включително проекта и програмата за проучване, с цел да може да определи качеството и количеството на необходимите ресурси, както и че същият е добил ясна представа за естеството и обхвата на Работата и за преобладаващите климатични (метеорологични) условия в района, при които тя трябва да се извърши. **Изпълнителят** заявява и гарантира на **Възложителя**, че е запознат с

whole working day;

- the prices for a completed part of a kilometer shall be defined from the first until the last shot point (as number of vibro points);

- the prices shall be defined proportionately to the part of the specified month, in which the Work has been actually performed, upon 30 (thirty) days month.

36.2. All Work shall be performed on the basis of the proposed by the **Contractor** duration of the working day, according to Appendix No2, but non less than a 8 (eight) – hour working day, excluding the time taken by **the Contractor's** personnel to travel from the camp to the Survey area and their return to the camp.

36.3. Unless specifically agreed otherwise in this Contract, no remuneration shall be payable to **the Contractor** for any period in which **the Contractor** fails to perform the Work in a satisfactory manner due to failure of the **Contractor's** equipment, absence or incompetence of **Contractor's** personnel, shortage of **Contractor's** equipment, consumables or spare parts, or travel time to and from the line or base camp.

36.4. Unless agreed otherwise, the Prices, specified in Appendix No 1 include the Price for financial risk, all expenses for salaries of the workers of the team of the **Contractor**, for the maintenance of the insurance policies of the **Contractor**, as well as any other inherent expenses, incurred by the **Contractor** for the performance of the services under this Contract, including, but not limited to: taxes at source, customs amounts, deductions, bonuses and income taxes, daily expenses and accommodation, as well as transport from and to the working place from the Survey area, and medical care at any time in accordance with the law in force and shall not be amended Company for the whole duration of this Contract.

36.5. The Contractor is assumed to have read all the documentation, connected to the Contract, including the survey project and the programme, in order to define the quality and the quantity of the necessary resources, as well as the latter has a clear view and understanding of the nature and the volume of the Work, as well as the prevailing climate (meteorological) conditions in the area, in which the Work shall be performed. The **Contractor** declares and guarantees to the **Company**, that it is aware of the climate

климатичните условия, достъпа до Мястото за извършване на Работата, средствата за придвижване и комуникация в Района на проучване, както и всички въпроси, имащи отношение до изпълнението на услугите по този Договор. Същият няма да претендира допълнително заплащане, нито пък ще бъде освободен от задълженията си поради неинформираност по отношение естеството на проучвания Район, съоръженията, климатичните условия, или други въпроси, свързани с извършването на услугите по този Договор.

Член 37. Начини и срокове за плащане

37.1. Изпълнителят се задължава да издава фактури в съответствие с българското законодателство.

37.2. Възложителят не извършва плащане на Възнаграждение по този Договор преди подписване на протокол по член 40 и получаване от **Възложителя** на фактура, издадена от **Изпълнителя**. При отсъствие на която и да е от горните предпоставки **Възложителят** не дължи обезщетение за Забава.

37.3. Мобилизационната цена се заплаща при спазване условията на член 36, в срок до 7 (седем) работни дни от подписване от **Възложителя** или негов упълномощен представител на констативен протокол, удостоверяващ, че всички машини са разположени на началната точка на Мястото за извършване на Работата, и са в готовност за започване на Работата, и персоналът е наличен и в готовност за започване на работа.

37.4. Цената за извършените опитни работи се заплаща в срок от 7 (седем) работни дни от подписване на протокола по чл.11 (2).

37.5. За действително извършена по реда на този Договор Работа, **Възложителят** заплаща на **Изпълнителя** Възнаграждение за Работата, изчислено в съответствие с разпоредбите по-горе, по следния начин:

1. **първо основно плащане** на стойността на действително извършените работи, включващо и заплащане на извършената работа от **МСК, респ. ЗМС-групата** за този период - при завършване на 1/3 от обема на Работата и предаване на всички налични данни от извършените изследвания, платимо в срок от **7** (седем) работни дни от подписване на протокола за съответния обем работа по реда на чл.40.3.;

2. **второ основно плащане** на стойността на действително извършените работи, без тези по т.1, включващо и заплащане на извършената работа от

conditions, the way to access the Place for Work performance, the resources for movement and communication in the Survey area, as well as other issues, having relation to the performance of the services in this Contract. The **Contractor** may not claim any additional payments, neither shall be relieved from an obligation on grounds of unawareness with regard to the nature of the Survey area, the equipment, the climate conditions or other issues, relevant to the performance of the services hereunder.

Article 37. Manner and terms of payment

37.1. The Contractor is obliged to issue invoices according to the Bulgarian law.

37.2. The Company shall not pay the Remuneration under this Contract until a protocol under art.40 has been signed by the Parties and **the Company** has received an invoice issued by **the Contractor**. In this case **the Company** is not liable for any penalties for delay upon absence of any of the above mentioned prerequisites.

37.3. Mobilization fee shall be paid, with respect to the conditions set forth in art.36, within 7 /seven/ working days of signing an ascertainment protocol by **the Company** or its authorized representative, certifying that the whole equipment and machinery is situated in exact starting point at the Place of Work performance and is ready for commencing the performance of the Work, and the personnel is available and ready for the commencement of the Work.

37.4. The price for the completed experimental works is payable within 7 (seven) days from the signature of the protocol under art.11 (2).

37.5. For the Work actually performed under this Contract, **the Company** shall pay to **the Contractor** the Remuneration for the Work estimated in accordance with the provisions above as follows:

1. **first principal payment** for the amount of the actual Activities performed—including a payment for the work of the MSL, resp. LVL crew for the specified period, upon completion of 1/3 of the Work volume and submission of all survey data available, payable within **7** /seven/ working days after the signature of the protocol for the corresponding amount of Work under Art.40.3;

2. **second principal payment** for the amount of the actual Activities performed, without those under p.1., including a payment for the work of the MSL, resp. LVL

МСК, респ. ЗМС- групата за този период - при завършване на 2/3 от обема на Работата и предаване на всички налични данни от изследванията, платимо в срок от **7** (седем) работни дни от подписване на протокола за съответния обем работа по реда на чл.40.3.;

3. окончателно плащане на стойността на действително извършените работи, без тези по т.1 и 2, включващо и заплащане на извършената работа от МСК групата за този период при извършване на Работата в пълен обем и предаване на всички налични данни, в т.ч. окончателния доклад и всички полеви записи в изискуемия формат, платимо в срок от **7** (седем) работни дни от предаването на всички материали и данни и подписване на протокола за съответния обем работа по реда на чл.40.3.;

37.6. Цената за демобилизация се заплаща заедно с окончателното плащане по т.3 на предходния член 37.5.

Член 38. ПРИХВАЩАНЕ

38.1. Възложителят има право едностранно с писмено уведомление до **Изпълнителя** да прихваща свои насрещни задължения към **Изпълнителя**, възникнали по силата на този Договор, в това число вземания за неустойки, за обезщетения и други.

38.2. По реда, предвиден в член 38.1 **Възложителят** има право прихваща суми, платени от последния в следствие претенции на държавни институции и трети страни, породени от небрежност или нарушение на установените правила за работа от страна на **Изпълнителя**.

38.3. Заплащането по определена фактура не лишава **Възложителя** от правата му по този Договор и приложимото право, в това число и от правата му по предходния член, в случай че извършената и заплатена Работа се окаже некачествена или ненадлежно извършена.

Член 39. ОТГОВОРНОСТ

39.1. Освен ако не е упоменато нещо различно в този член 39, **Изпълнителят** носи цялата отговорност и същият се задължава и приема изцяло да обезщетява, предпазва, защитава и освобождава от отговорност **Възложителя**, в т.ч. служители, управители, наети лица и представители на последния, от и срещу всеки иск, жалба или основание за предявяване на иск, както и от отговорност за всякакви разходи, понесени във връзка със защитата на **Възложителя**, вреди и загуби, които могат да бъдат направени от **Изпълнителя**, неговия персонал, и/или държавен орган или от всяко трето лице

crew for the specified period – upon completion of 2/3 of the Work volume and submission of all survey data available, payable within **7** /seven/ working days after the signature of the protocol for the corresponding amount of Work under Art.40.3;

3. final payment for the amount of the actual Activities performed, without those in p.1 and 2, including a payment for the work performed by the MSL crew for the specified period – upon completion of the whole Work and submission of all survey data in the required format, payable within 7 /seven/ working days after the delivery of all the materials and data and signature of the protocol for the corresponding amount of Work under Art.40.3;

37.6.The demobilization price shall be paid together with the final payment under the preceding art. 37.5.

Article 38. SET-OFF

38.1. The Company shall have the right to set-off unilaterally by sending written notification to **the Contractor**, their counter obligations to **the Contractor**, arising out of this Contract, including claims for agreed and liquidation damages, indemnifications and others.

38.2. In the manner provided for in Article 38.1 the **Company** may set-off amounts paid by the latter as a result of claims by government institutions and third parties caused by the negligence or breach of established rules for work by the **Contractor**.

38.3. Payment for a specific invoice does not deprive **the Company** of their rights hereunder and under the applicable law including the rights as per the previous article, in case the work performed and paid for proves to be defectively or unduly performed.

Article 39. LIABILITY

39.1. Unless stated otherwise in this Section 39, **the Contractor** shall assume the whole liability and also shall entirely indemnify, hold harmless, defend and release **the Company**, including employees, managers, hired persons and agents of the latter, from and against any claim, complaint or grounds for claim, as well as from liability for all expenses (inclusive of but not limited to reasonable attorneys' fees and other costs of litigation), damages and losses, which may be made by **the Contractor**, its staff and/or government body or any other third party with regard to injury, death to personnel or damages and losses to equipment of **the Contractor**, arising from or

във връзка със замърсяване, унищожаване, нараняване, смърт или имуществени щети и загуби, възникнали вследствие на или във връзка с Работата, извършена според настоящия Договор.

39.2. В случай че по силата на приложимото право трето лице (включително държавен орган) има право да предяви претенция към **Възложителя** и това бъде сторено, **Изпълнителят** се задължава да удовлетвори за своя сметка увреденото лице (респективно да заплати на държавния орган наложената санкция) незабавно след писмено уведомяване от страна на **Възложителя**, а в случай че това не бъде извършено, **Възложителят** придобива право на регресен иск до размера на платеното от последния, ведно с всички разноски и разходи по плащането, и начислена законна лихва върху платеното и разходите и разноските за всеки ден до възстановяване на сумата от страна на **Изпълнителя**.

39.3. **Изпълнителят** единствен носи отговорност за всякакви щети, загуби или разрушаване на оборудването, независимо кога и как е възникнала съответната щета, загуба или разрушаване, при което **Възложителят** не носи никаква отговорност и не е длъжен по никакъв начин да обезщети **Изпълнителя** за такива щети, загуби или разрушаване на оборудването.

39.4. **Изпълнителят** е изцяло отговорен за контрола и отстраняването и следва да освободи **Възложителя** от отговорност по отношение на загуби, щети, наложени глоби и/или наказания във връзка със замърсяване или заразяване, възникнали в резултат на Работата.

39.5. **Изпълнителят** трябва да защитава, обезщетява и предпазва **Възложителя** срещу всякакви действия, съдебни дела и процеси, жалби и искове, щети, загуби, разходи, такси и глоби, свързани с нарушаване или обвинение в нарушаване на патент, дизайн, търговска марка, авторско право или други запазени права, които могат да възникнат в резултат от използването на инструменти, оборудване, методи или други елементи, притежавани, наети, конструирани или доставени от **Изпълнителя** във връзка с Работата. Ако бъде повдигнато съдебно дело, процес, жалба или иск във връзка с такива запазени права, и, ако по усмотрение на **Възложителя** това може да попречи на продължаването на Работата,

in any way related to the Work, performed under this Contract.

39.2. Should a third person (including a government body) have the right pursuant to the applicable law to lay a claim against **the Company** and does so, **the Contractor** shall satisfy the damaged person on its own account (respectively to pay the government body imposed sanction) immediately upon written notification by **the Company**, and in case of default, **the Company** acquires the right to a regressive claim to the amount of the payment made by the latter together with all costs and expenses incurred due to the payment, and the lawful interest charged on the payment and the costs and expenses for each day until the amount is reimbursed by **the Contractor**.

39.3. **The Contractor** shall be solely liable for all damages, losses or destruction of the equipment, regardless of when and in what manner the respective damage, loss or destruction has arisen, whereas **the Company** shall assume no liability and shall have in no manner to indemnify **the Contractor** for such damages, losses or destruction of the equipment.

39.4. **The Contractor** shall release **the Company** from liability and shall assume the whole liability for the control and the elimination of any losses, damages, sanctions and/or punishments imposed in relation to pollution or contamination, occurred as a result from the Work performed.

39.5. **The Contractor** shall defend, indemnify and hold harmless **the Company** against all action, litigation and suits, complaints and claims, damage, loss, expenses, charges and fines, related to infringement or alleged infringement of patent, design, trade mark, copyright or other reserved rights, which may arise from handling tools, equipment, methods or other elements, owned, hired, designed or delivered by **the Contractor** with relation to the Work. If a suit, trial, complaint or claim is instituted with relation to such reserved rights, and if, at **the Company's** discretion, this may prevent the Work from being continued, **the Company** has the right to immediately rescind this Contract by a written notification to **the Contractor**, the latter being obliged to

Възложителят има право незабавно да прекрати настоящия Договор чрез писмено известие до **Изпълнителя**, като последният трябва да възстанови, независимо от указаното по-горе, всички директни или косвени разходи, загуби и щети, понесени от **Възложителя** по този повод, включително всички плащания, получени в изпълнение на този Договор.

39.6. В случай че, в хода на работата, по преценка на Супервайзера/QC, се констатира неточност или нередност при изпълнението на Работата, в т.ч. в т.ч. допуснати замърсявания в обхвата на работната полоса, включително неизпълнение на предписания от негова страна, дадени по надлежен ред, по преценка на **Възложителя** могат да бъдат спирани плащания или извършвани прихващания по реда на чл. 38.

XI. ПРЕДАВАНЕ НА ИЗВЪРШЕНАТА РАБОТА

Член 40. Предаване на извършената работа

40.1. **Изпълнителят** се задължава да предава на **Възложителя** цялата информация, получена при извършването на сеизмичните изследвания на съответния сеизмичен профил в обработен вид, в съответствие с изискванията на Договора и Техническия проект и в състояние годна да бъде ползвана за целите на **Възложителя**. Информация се предава на **Възложителя** в рамките на 48 (четиридесет и осем) часа след завършването на съответния сеизмичен профил. За всяко предаване по реда на настоящата разпоредба се съставя приемо-предавателен протокол. Предадената информация се счита за приета от **Възложителя** само след като е проверена от неговия упълномощен представител по член 15.2 (Супервайзер/QC), което се удостоверява с подписа му. Номерата на полевите записи на носителя трябва да бъдат идентични и съответстващи на дневника на оператора. Информацията следва да е проверена от ръководителя на екипа от страна на **Изпълнителя**.

40.2. Освен информацията по предходния член 40.1. **Изпълнителят** се задължава след Приключване на Работата да предаде подробен финален доклад в срока по чл.29.

40.3. При приключване на 1/3, 2/3 и 3/3 от Работата страните подписват приемо-предавателен протокол, в който се отразява

reimburse all direct or indirect costs, losses and damages, incurred by **the Company** in this regard, including reimbursement of payments received in fulfillment of this Contract.

39.6 If, in the course of work, at the discretion of the Supervisor / QC, an inaccuracy or irregularity is established in the performance of the Work, including contamination within the working strip, including failure to implement prescriptions he has duly given, payments may be stopped or setoffs may be made under Art. 38 at the discretion of the Company.

XI. DELIVERY OF THE WORK PERFORMED

Article 41. Delivery of the Work performed

40.1. **The Contractor** is obliged to deliver to the **Company** all the information received from the seismic survey from a specific seismic profile after its processing, in accordance with the Contract requirements and the Technical Design and capable to be used for the **Company's** aims The information shall be delivered to the Company in 48 (eighty eight) hours after the completion of the specific seismic profile. The Parties shall sign a protocol upon the fulfillment of each delivery and receipt. The delivered information shall be deemed accepted by **the Company** only upon verification by the authorized representative of the latter under art.15.2 (QC), which has been certified by his signature. The numbers of the field records on the carrier need to be identical and corresponding to the operator's journal. The information needs to be verified by the party manager on **the Contractor's** side.

40.2. Besides the delivery of the information pursuant to previous article 40.1. **the Contractor** is obliged to deliver a detailed final report for the Work performed after its Completion in the time limits under Art.29.

40.3. Upon finalisation of each 1/3, 2/3 and 3/3 of the Work the Parties shall sign a delivery and acceptance protocol, in which the

обема свършена работа и предадената информация по реда на чл.40.1., установена със съответните протоколи, съответствието на свършената Работа с условията на договора и нормативните изисквания, както и евентуално наличие на престой, форсмажор, неизпълнение или спор относно наличието на такива отклонения от обичайното изпълнение.

40.4. Изпълнителят се задължава да съхранява информацията, получена от сеизмичните изследвания на сеизмичните профили, в паметта на сеизмичната станция до окончателното Приключване на Работата и нейното предаване, удостоверено с подписването на протокола по член 40.5 по-долу, и при поискване от страна на **Възложителя** да предоставя копие от нея.

40.5. Изпълнителят се задължава да предаде цялата информация по изпълнение на Работата в сроковете и съгласно условията на Техническия проект, но не по-късно от 10 (десет) работни дни след Приключване на Работата. Предаването на финалния доклад се извършва в срока, посочен в член 29. Приемането на горната информация в пълен обем е основание за подписване на Приемо-предавателния протокол за окончателно Приключване на Работата. С подписване на протокола по предходното изречение или при прекратяване или разваляне на Договора, **Изпълнителят** писмено декларира, че е изтрил цялата налична информация, получена при извършването на Работата.

40.6. Цялата информация, получена при извършването на сеизмичните изследвания, предмет на този Договор и всички права върху нея, в това число авторски права, права за нейното използване, разпространяване и др., принадлежат единствено и само на **Възложителя**.

40.7. По никакъв начин **Изпълнителят** не получава права върху информацията, получена при извършването на сеизмичните изследвания, предмет на този Договор, независимо от това дали и доколко **Възложителят** изпълнява своите задължения по този Договор.

XII. ФОРС МАЖОР

Член 41. При никакви обстоятелства не могат да се смятат за Форсмажор липса, загуба или повреда на оборудването на **Изпълнителя** или доставените от него материали по каквато и да е причина, стачки, локаут, забрани, демонстрации, бойкотиране, забавяне на работния процес, прекратяване на работата

Parties record the quantity of the completed part of the Work and delivered information under the provisions of Art. 40.1., certified by due protocols, compatibility of the finished tasks with the contract and the legal requirements, as well as the eventual occurrence of downtime, force majeure, failure or a dispute, referent to the presence of such diversions of the habitual performance.

40.4. The Contractor is obliged to store the information, received from the seismic surveys of the seismic profiles in the seismic station memory until the final Completion of Work and its delivery, certified by the signature of the protocol in article 40.5. below, and to present a copy to **the Company** on its request.

40.5. The Contractor is obliged to deliver the whole information concerning the Work performance in the terms and conditions, stipulated in **the Technical Design** but no later than 10 (ten) working days after the Work completion. The submission of the final report shall be done in the terms, specified in art.29. The acceptance of the above information in full volume is a reason for the signature of the Acceptance protocol for final Completion of the Work. Upon signature of the protocol under the preceding sentence or termination or rescision of the Contract, the **Contractor** shall declare in writing, that it has deleted all the information available, obtained in connection with the implementation of the Work

40.6. The whole information, received during the seismic surveys, subject to this Contract as well as all rights thereto, is a sole property of **the Company**, including all copyrights or other IPRs pertaining to such information, as well as the use and dissemination

40.7. In no case shall **the Contractor** have any rights pertaining to information received in the seismic surveys, regardless whether and to what extent **the Company** fulfills its obligations under this Contract.

XII. FORCE MAJEURE

Article 41. Under no circumstances should loss, shortage or damage to **the Contractor's** equipment or the supplies for any reason, strike, lockout, picketing, boycott, work slow down, work stoppage or other labor disturbance, financial distress, non-fulfillment of third parties' obligations towards **the Contractor** or any other

или други трудови неуредици, финансови проблеми, неизпълнение на задълженията на трети лица към **Изпълнителя**, както и всяко друго явление от вътрешен и/ или организационен характер за **Изпълнителя**, както и всяко друго събитие, което би могло да се избегне или предотврати чрез предприемане на съответните предпазни мерки.

Член 42. За настъпването на Форсмажор, страната, която се позовава на него, трябва да уведоми незабавно другата страна и да получи във възможно най-кратки срокове, сертификат за Форсмажор, издаден от БТПП.

Член 43. **Изпълнителят** приема, че в случай на Форсмажор ще положи всички усилия, след консултиране и договаряне с **Възложителя**, да намали броя на персонала и оборудването си, в зависимост от обстоятелствата и, че това намаление на оборудване и персонал ще доведе до намаляване на цената за престой при Форсмажор, посочена в Приложение №1. Това намаляване на цената за престой трябва да бъде договорено в писмен вид от страните по този Договор.

Член 44. **Изпълнителят** няма право да се позовава на Форсмажор, когато е изпаднал в Забава или на Форсмажор, възникнал по времето на престой по причина, за която **Изпълнителят** отговаря.

Член 45. В случай че форсмажорните обстоятелства продължат толкова, че **Възложителят** загуби интерес от изпълнението на Работата, същият има право, заедно с останалите права по този Договор, да прекрати настоящия Договор, като заплати на **Изпълнителя** извършената до момента на прекратяването Работа и цената за демобилизация, като има право на прихващане по член 38.

XIII. ИЗВЕСТИЯ

Член 46. Всички известия, които се изпращат според условията на този Договор трябва да са в писмен вид и ще се считат за действително предадени, ако се доставят лично или чрез куриер, или ако се изпратят по факс в офиса на страната, която трябва да бъде известена на следния адрес за кореспонденция:

За **Изпълнителя**:, ул., тел., факс

За **Възложителя**: България, София, ул. „Филип Кутев“ №5, тел. (02) 4283 379, факс (02) 9621724

event of internal and/ or organizational character for **the Contractor**, as well as any other event that could have been avoided or prevented by the exercise of reasonable precautions.

Article 42. For the occurrence of any other kind of Force-Majeure, the party that claims its occurrence shall immediately notify the other party and obtain as soon as possible Force Majeure certificate issued by the Bulgarian Chamber of Commerce and Industry.

Article 43. **The Contractor** agrees that in the event of force majeure they shall exert its best efforts, in consultation with and agreement of **the Company**, to reduce the number of **the Contractor's** personnel and equipment in accordance with the circumstances and that such reduction of personnel and equipment shall result in a reduction in the downtime price for force majeure, set forth in Appendix No 1. Such reduction in the downtime fees shall be agreed in writing by the parties hereto.

Article 44. **The Contractor** shall not have the right to claim Force Majeure, when they are in delay or to claim Force Majeure that occurred during the downtime due to reason for which **the Contractor** is responsible.

Article 45. Should **the Company** lose interest in performance of the Work because of the prolongation of the force majeure, they shall have the right, together with all other rights hereunder, to terminate this Contract by paying **the Contractor** the already performed work prior to the termination of this Contract and the demobilization price, in this case **the Company** shall have the right of set-off as per art.38

XIII. NOTICES

Article 46. All notices required to be given under this Contract shall be in writing and will be deemed to have been validly given if delivered by hand or by courier or transmitted by fax to the office of the party being notified at the following address for corresponding

For **the Contractor**:, ул., тел., факс

For **the Company** Bulgaria, Sofia, 5 Philip Kutev str, tel. (02) 4283 490, fax (02) 9621724

Член 47. Всички известия ще се считат за валидни при получаването им, което, освен ако не е доказано обратното, ще бъде считано с дата, на която получателят е подписал документа за получаване от куриер, или в случай на изпращане по факс, следващият работен ден след изпращането, при условие, че копие на изпращача включва и потвърждение за правилното изпращане по факс.

XIV. СПАЗВАНЕ НА ЗАКОНИ И ИЗИСКВАНИЯ И РАЗПОРЕДБИ

Член 48. При изпълнение на Работата, **Изпълнителят** е длъжен (както и да изисква неговите служители) да се съобразява с всички закони (включително наредби и постановления и други подзаконови нормативни и административни актове, в това число условията, указани в Разрешението за търсене и проучване), както и с всички указания, решения и други административни, законодателни или министерски актове, имащи законова сила (включително и условията, при които е възложена Работата). **Изпълнителят** обезщетява и предпазва **Възложителя** срещу щети, искове, глоби, наказания и разходи от каквото и да е естество, възникнали вследствие неспазването от негова страна на споменатите закони и разпоредби.

XV. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ НА ДОГОВОРА

Член 49. При подписване на този Договор, като гаранция за точното изпълнение на задълженията по Договора, **Изпълнителят** е представил на **Възложителя** документи, удостоверяващи, че е предоставена Гаранция за изпълнение на Договора.

Член 50. Гаранцията за изпълнение на Договора е в размер на 5% (пет процента) от стойността на Възнаграждението за Работата, определена в съответствие с изискванията на Обявлението за обществена поръчка и Документацията за участие. Гаранцията се открива във валутата, определена в Обявлението за обществена поръчка.

Член 51. Разходите по откриването на банковата гаранция, по превеждането на паричната сума за гаранция, разходите по евентуалното усвояване на банковата гаранция, както и разходите по възстановяването на гаранцията под формата на парична сума, са за сметка на **Изпълнителя.**

Член 52. Гаранцията за изпълнение на Договора може да бъде под една от двете

Article 47. All notices shall be effective upon receipt, which unless proven otherwise shall be deemed in the case of notice by international courier, the date of signature of receipt of the document or notice by the consignee, and in the case of notice by fax, the next working day after transmission, provided that the sender's copy includes acknowledgment of correct sending.

XIV. COMPLIANCE WITH LAWS AND REGULATIONS

Article 48. In the performance of the Work, **the Contractor** shall (and shall require its employees to) comply with all laws (including regulations and decrees and other normative acts and administrative acts, including any conditions, set forth in the Permit for prospecting and exploration), as well as with all directions, decisions and other administrative legislative or ministerial acts having the force of law (including the conditions under which the Work is assigned to **the Contractor**). **The Contractor** shall indemnify **the Company** against and protect them from any and all liabilities, damages, claims, fines, penalties and expenses of whatsoever nature resulting from **Contractor's** failure to comply therewith.

XV. GUARANTEE FOR THE CONTRACT PERFORMANCE

Article 49. On the signature of this Contract as a guarantee for good and accurate performance of his obligations in this Contract, the **Contractor** has presented to the Company documents, certifying that a Guarantee for Work performance has been presented.

Article 50. The Guarantee for Work performance is at the rate of 5% (five percent) of amount of the Remuneration for the Work, estimated in accordance with the requirements of the Notice for public procurement and the Documents for participation. The Guarantee shall be issued in the currency, noted in the Notice for public procurement.

Article 51. The charges for opening the bank guarantee, for transferring the monetary guarantee, the costs of eventual utilization of the bank guarantee, as well as the costs of recovery of the guarantee as a cash deposit are for the account of **the Contractor**.

Article 52. The Guarantee for the Work performance may be in one of the following

посочени по-долу форми:

- под формата на парична сума (депозит), преведена по Сметка на **Възложителя**.
- под формата на банкова гаранция, съгласувана с **Възложителя** преди подписването на този Договор и по образца в Документацията за участие в Обществената поръчка. Сроктът на валидност на банковата гаранция следва да бъде съобразен с чл.56, но не по-малко от 60 (шестдесет) дни след изтичане на Срока на Договора.

Член 53. Възложителят има право да усвои изцяло или част от Гаранцията за изпълнение на Договора при Неточно изпълнение на задължения по Договора от страна на **Изпълнителя**, вкл. при възникване на задължение на **Изпълнителя** за плащане на неустойки, както и при прекратяване на Договора от **Възложителя**, поради виновно неизпълнение на задължения на **Изпълнителя** по Договора.

Член 54. В случаите на усвояване от **Възложителя** на суми от Гаранцията за изпълнение на Договора или при изтичането ѝ преди Приключване на Работата, **Изпълнителят** е длъжен в срок до 5 (пет) работни дни да възстанови размера на гаранцията посочен в член 50.

Член 55. Ако **Изпълнителят** не възстанови размера на гаранцията в посочения срок в горния случай, **Възложителят** има право да прекрати Договора и получи неустойка по чл. 34.2.

Член 56. Гаранцията за изпълнение подлежи на връщане/освобождаване в 30 (тридесет) дневен срок от подписване на приключвателния протокол по чл.40.5. Възложителят не дължи лихви върху сумите по Гаранцията за изпълнение на Договора.

XVI. КОНФИДЕНЦИАЛНОСТ

Член 57. Информацията, получена като следствие и във връзка от него или от извършването на Работата, принадлежи на **Възложителя**, заедно с авторските права върху тази информация, дотолкова, доколкото същата може да представлява предмет на авторски права според националното законодателство или законодателството на друга държава, и ще бъде върната на **Възложителя** незабавно след Приключване на Работата от **Изпълнителя**.

Член 58. **Изпълнителят** е запознат, разбира и гарантира, че ще се съобразява с конфиденциалния характер на Работата и Разрешението за търсене и проучване, ще

forms:

- in the form of a cash deposit, transferred to **the Company** Account.
- in the form of a bank guarantee, agreed by **the Company** before the signature of this Contract and in conformity with the sample containing in the Documentation for participation in the Public procurement. The bank guarantee validity shall comply with art. 56, but not less than 60 days after the Contract time frame expiration.

Article 53. The Company is entitled to utilize wholly or partially the Guarantee for Work performance for an Inaccurate performance of the Work, caused by **the Contractor**, or when an obligation for a penalty payment for **the Contractor** occurred, or when Contract termination has been exercised by **the Company** for a guilty non-fulfillment of the obligations of **the Contractor**.

Article 54. In the cases of utilization of any sums from the Guarantee for Work performance or its expiration before the Completion of the Work by **the Company**, **the Contractor** is obliged to reimburse the full amount of the Guarantee, specified in article 50 in 5 (five) working days.

Article 55. If **the Contractor** does not reimburse the full amount of the Guarantee in the specified period in the case above, the Company has the right to terminate this Contract and receive the forfeit (sanction) under Art. 34.2.

Article 56. The Guarantee shall be returned/refunded within 30 (thirty) days after signature of the protocol under Art. 40.5. **The Company** shall not owe interest to **the Contractor** on the amount of the Guarantee for Work performance.

XVI.CONFIDENTIALITY

Article 57. All information obtained from or as a result of or by reason of this Contract or the performance of the Work hereunder shall, together with the copyright in such information to the extent (if any) to which the same is capable of forming the subject-matter of copyright under the law of either Bulgaria or any other country belong to **the Company** and will be returned to **Company** immediately upon the conclusion of any Work carried out by **the Contractor** in respect thereof.

Article 58. The Contractor recognizes and will respect the confidential nature of the Work and the Permit for prospecting and exploration, and shall keep confidential and not disclose or permit

пази нейната конфиденциалност и няма неотризирано да разпространява или позволява разпространението на трети страни на информация, посочена като конфиденциална или такава, която е свързана с Работата, Разрешението за търсене и проучване или търговската дейност на **Възложителя** и ще предприема или ще организира предприемането на необходимите мерки за запазване на тази конфиденциалност и предотвратяване на разпространението ѝ. **Изпълнителят** ще следи неговите управители, служители, подизпълнители или представители също да се съобразяват с изискванията за конфиденциалност на информацията, посочени в този Договор. След прекратяване на този Договор, **Изпълнителят** няма право да задържа никакви записи или данни, които имат връзка с Работата или съдържат каквато и да било геоложка или производствена информация, касаеща Дейностите по Договора.

Член 59. **Изпълнителят** е длъжен незабавно да уведоми **Възложителя** при откриване на случаи, в които не са били спазени условията на този раздел. Той носи отговорност за всички загуби и щети, претърпени от **Възложителя** и възникнали от разкриване на конфиденциална информация от него и персонала му, независимо дали това е умишлено или по невнимание, като при това ще обезщетява и предпазва **Възложителя** срещу всички действия, процедури, дела, искове и претенции, възникнали вследствие на такова разкриване.

Член 60. Задълженията на **Изпълнителя** по този Раздел XVI продължават да са в сила и след прекратяване, разваляне или изтичане срока на Договора и не са обвързани с изтичането на срок.

XVII. ПРИЛОЖИМО ПРАВО/УРЕЖДАНЕ НА СПОРОВЕ

Член 61. Този Договор ще се регулира и тълкува съгласно българските закони.

Член 62. Всички спорове, породени от този Договор или отнасящи се до него, включително споровете, породени или отнасящи се до неговото тълкуване, недействителност, изпълнение или прекратяване, както и споровете за попълване на празноти в Договора или приспособяването му към нововъзникнали обстоятелства, ще бъдат разрешавани от Арбитражния съд при Българска стопанска камара, съобразно неговия Правилник.

Член 63. **Изпълнителят** приема, в случай че **Възложителят** е ответник или съответник,

the disclosure to any third party of any information referred to as confidential or relating to the Work, Permit for prospecting and exploration or the business affairs or operations of **the Company** and shall take or cause to be taken such reasonable precautions as may be necessary to maintain the confidentiality and to prevent the disclosure thereof. **The Contractor** shall insure that its directors, employees, subcontractors and agents also respect this confidentiality. **Contractor** shall not retain after termination of this Contract any records or data which relate to the Work or to geological or production information concerning the Activities under the Contract.

Article 59. **The Contractor** shall notify **the Company** promptly upon discovery of any instances where the requirements of this section have not been complied with. **The Contractor** shall be liable for any loss or damage suffered by **Company** arising from disclosure by **the Contractor** or **the Contractor's** Personnel of any confidential information, whether deliberate or inadvertent, and shall indemnify **Company** from all actions, proceedings, suits, claims and demands arising as a result of such disclosure.

Article 60. **The Contractor's** obligations under this Section XVI shall survive the termination, rescission or expiry of this Contract and are not bound to any other term.

XVII. APPLICABLE LAW /DISPUTE SETTLEMENT

Article 61. This Contract shall be regulated and interpreted according to the Bulgarian legislation.

Article 62. All disputes, arising from this Contract or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this Contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration by the Bulgarian Industrial Association, in accordance with its Rules.

Article 63. **The Contractor** agrees that in the event **the Company** is made defendant or co-

трета страна помагач или по друг начин участва в съдебно дело, повдигнато от трета страна във връзка с Работата, извършвана от **Изпълнителя**, при получаване на известие от **Възложителя**, **Изпълнителят**, незабавно да поеме защитата (включително и преговори за уреждане на въпроса), като при това заплати всички разноски, причинени от такова дело и/или уреждането му, или от искове и наказания. Ако **Изпълнителят** не поеме споменатата защита след известието от **Възложителя**, последният, по подразбиране, ще поеме защитата по такъв иск, ще сключи съдебни спогодби или ще разреши такова дело, а **Изпълнителят** се задължава да обезщети и възстанови всички разходи на **Възложителя**, предизвикани от това дело, включително, но без ограничаване до изплащане на всички адвокатски хонорари.

XVIII. СРОК ЗА ЗАПОЧВАНЕ И ПРИКЛЮЧВАНЕ НА РАБОТАТА

Член 64. Работата ще стартира при готовност от страна на **Възложителя** за започване на Работата според този Договор и след пристигане на оборудването и персонала на **Изпълнителя** в Района на проучване, но не по-късно от 2014 г. **Възложителят** ще уведоми **Изпълнителя** за готовността за започване на Работата не по-късно от десет дни преди посочената в предходното изречение дата.

Член 65. Сроктът за изпълнение на Работата, в т.ч. за извършване на опитните работи по чл. 11 (2), е съгласно посочения в Офертата, но не по-дълъг от (.....) дни от стартиране на работите по чл. 64 без предвиденото време за мобилизация и демобилизация на оборудването на **Изпълнителя** и изготвяне на финалния доклад по член 29.

Член 66. Сроктът, указан в член 65, е обвързващ и задължителен за **Изпълнителя**.

XIX. ПРЕКРАТЯВАНЕ И РАЗВАЛЯНЕ НА ДОГОВОРА

Член 67. В случай че **Възложителят** по каквато и да е причина загуби интерес от Работата, същият има право, по всяко време, заедно с останалите права по този Договор, да прекрати настоящия Договор, като заплати на **Изпълнителя** извършената до момента на прекратяването работа и стойността на демобилизацията на оборудването, като има право на прихващане по реда, предвиден в този Договор.

Член 68. Настоящият Договор се прекратява считано от датата на подписване на протокола

defendant, a third party to a dispute, or in any other third party suit or action arising out of Work performed by **the Contractor** hereunder, **the Contractor** shall, upon notice from **the Company**, promptly undertake and assume the defense thereof, including any settlement negotiations, and shall pay all expenses resulting from such suit or action and/or its settlement, or compromise of claims or penalties. It is understood that if **Company** fails or neglects to undertake and assume said defense, after having been notified by **Company** to do so, **the Company** may then defend, compromise, or settle such suit or action and the **Contractor** shall indemnify and reimburse the **Company** for all defense, compromise, and/or settlement expenses incurred, including, but not limited to, the payment of all attorney's fees.

XVIII. TIME FOR COMMENCEMENT AND COMPLETION OF THE WORK PERFORMANCE

Article 64. Work performance shall commence upon **Company's** readiness to commence the performance of the Work according to this Contract and upon the arrival of **the Contractor** equipment and the personnel at the Place of performance, but not later than 2014. **The Company** shall notify the **Contractor** of readiness to commence the performance of the Work not later than ten days prior to the date stated in the previous sentence.

Article 65. The time for Work performance including conduct of experimental works under art.11(2) is the time stated in the Offer, but not longer than (.....) days from the start of the works under Art. 64, without the specified time for mobilization and demobilization of the equipment of the **Contractor** and the preparation of the final report under article 29.

Article 66. The time stated in article 65 shall be considered binding upon and obligatory for **the Contractor**.

XIX. TERMINATION AND VOIDANCE

Article 67. Should **the Company** lose interest in performance of the work for any reason whatsoever, they shall have the right, together with all other rights hereunder, to terminate this Contract by paying **the Contractor** the already performed work prior to the termination of this Contract and the demobilization fee, in this case **the Company** shall have the right of set-off as per the provisions under this Contract.

Article 68. This Contract shall be fulfilled as of the date of the Completion of the Work and the

за Приключване на Работата и изпълнение на задълженията на Страните по Договора, освен ако не е налице някое от обстоятелствата за предсрочното му прекратяване или разваляне, предвидени в този Раздел XIX.

Член 69. Възложителят може едностранно да прекрати Договора с двуседмично писмено предизвестие:

- при прекратяване на Договора за търсене и проучване на нефт и природен газ в блок „Провадия“, Българска суша, сключен между **Възложителя** и Министерство на икономиката и енергетиката, представлявано от министъра на икономиката и енергетиката;
- при наличие на стартирала процедура по ликвидация на **Изпълнителя** или при открито производство по обявяване в несъстоятелност на **Изпълнителя**;
- спрямо **Изпълнителя** се установи обстоятелство по член 47, ал. 5 от ЗОП;
- при условията на член 43, ал.4 от ЗОП;
- при условията на член 45 от този Договор. В този случай, предизвестие то може да бъде оттеглено, когато форсмажорните обстоятелства междуременно са прекратили своето действие, ако **Възложителят** съобщи за това на **Изпълнителя** преди, едновременно с получаването на предизвестие то или в рамките на двуседмичния срок.

Член 70. Възложителят има право да развали Договора, с отправяне на писмено предизвестие до **Изпълнителя** с предупреждение, че след изтичането на допълнително предоставения в предупреждението срок за изпълнение, но не повече от 30 (тридесет) дни, ще счита Договорът за развален в следните случаи:

- ако след изтичане на застраховките на **Изпълнителя** същите не бъдат незабавно подновени.
- при неизпълнение на задължението на **Изпълнителя** за възстановяване на размера и срока на гаранцията в срока по член 54 от този Договор.

Член 71. Възложителят има право да развали Договора, с отправянето на писмено предизвестие до **Изпълнителя**, без да предоставя на **Изпълнителя** допълнителен срок за изпълнение на съответното договорно задължение, в следните случаи:

- ако е налице Системно неизпълнение от страна на **Изпълнителя**;
- при Съществено неизпълнение на което и да е задължение на **Изпълнителя** по този Договор.

fulfillment of the Parties obligations, unless there is a circumstance for its pre-term termination or avoidance, as stipulated in this Section XIX.

Article 69. The Company is entitled to terminate unilaterally the Contract with a two weeks written notice:

- upon termination of Contract for prospecting and exploration for oil and natural gas in block Provadia, Bulgaria onshore, executed between **the Company** and the Ministry of Economy and Energy, represented by the Minister of Economy, Energy and Tourism;
- at the presence of a pending procedure for the liquidation of the Contractor or an opened bankruptcy procedure.
- a circumstance under art.47, para 5 of the PPA has been established toward **the Contractor**.
- under the circumstances of art.43, para 4, PPA;
- under the conditions of art.45 of this Contract. In this case, the written notice may be withdrawn, if the force majeure has been terminated meanwhile and if the **Company** notifies the **Contractor** before, at the same time with the receipt of the notice or in the two weeks term.

Article 70. The Company is entitled to terminate this Contract sending a written notice to **the Contractor** containing a warning, that upon the notice, which shall not exceed 30 (thirty) days, the Contract shall be deemed terminated in the following cases:

- when, after the expiration of the insurance policies the **Contractor** does not renew them immediately.
- upon non-fulfillment of the **Contractor** to reimburse or prolong the guarantee for Contract performance in the terms, stipulated in article 54 hereunder.

Article 71. The Company is entitled to terminate the Contract sending a written notice to the Contractor, without granting an additional term for fulfillment of the obligation in question, in the following cases:

- upon Consistent non-fulfillment of **he Contractor**.
- upon Substantial non-fulfillment of any of the obligations of **the Contractor** in this Contract.

Член 72. Изпълнителят може да развали Договора, с предупреждение за разваляне до **Възложителя**, съдържащо подходящ срок за изпълнение на задължението за плащане, но не повече от 30 (тридесет) дни, в случай, че **Възложителят** забави дължимо плащане с повече от 20 (двадесет) дни след изтичане на срока за плащане на дължимата част от Възнаграждението за Работата по Договора. **Изпълнителят** има право да търси обезщетение от **Възложителя** за действително претърпените вреди от развалянето на Договора.

XX. ЗАКЛЮЧИТЕЛНИ ПОЛОЖЕНИЯ

Член 73. В случай че някое от условията на този Договор не може да бъде приложено или се окаже недействително по дадена причина, страните се договарят, че такова условие ще се счита за изменено до степен, необходима за да бъде приложимо и действително, или, ако такова изменение не е възможно без да се изменят намеренията на страните, изложени тук, то тогава такова условие ще бъде премахнато от Договора за да може да се приложи изпълнението на същия. При това валидността на останалите условия на това споразумение няма да бъде засегната от настъпилото изменение.

Член 74. С цел правилното интерпретиране на този Договор, думи в единствено число могат да се интерпретират в множествено, както и думи от един род – в друг, както и препращане към един член да се счита за препращане към друг там, където прилагайки необходимата грижа за откриването на действителната воля на страните това е необходимо.

Член 75. Заглавията на членовете служат само за улеснение и не трябва да влияят върху интерпретирането или конструкцията на този Договор.

Член 76. Настоящият Договор е изключителното и окончателно споразумение на Страните, постигнато в съответствие с осъществената процедура за изпълнение на Обществена поръчка с предмет "Провеждане на 3Д полеви сеизмични изследвания в блок „Провадия“" и обединява всички предварителни дискусии между тях.

Член 77. Когато в Договора е предвидено, че Страна/ите извършват определено действие „незабавно“, същото следва да бъде извършено непосредствено след пораждаване, или настъпване, или узнаване на събитието или действието, което поражда отговорност, но не по-късно от 3 (три) дни. Когато в Договора е предвидено, че Страна/ите извършват определено действие „в разумен

Article 72. The Contractor may terminate this Contract, with a previous notice to **the Company**, containing a suitable term for fulfillment of the obligation for payment, which term could not exceed 30 (thirty) days in case **the Company** has delayed for more than 20 (twenty) days after the expiration of the term for payment of the due part of the Remuneration for the Work under the Contract . **The Contractor** shall have the right to claim compensation from the **Company** for the real damages incurred from the Contract termination.

XX.MISCELLANEOUS

Article 73. Should any of the terms and conditions of this Contract prove to be unenforceable or invalid for some reason, the parties agree that such term or condition shall be considered as modified to the extent necessary for it to be enforceable and valid, or, should such modification be impossible without changing the intentions of the parties as set forth herein, the term or condition shall be considered removed from the Contract so that the modification be applicable. In this case the validity of the other terms and conditions of this Contract shall not be affected by the modification.

Article 74. Where expedient for the reasonable interpretation of this Contract, words in the singular may be regarded as plural, and words denoting one gender may be regarded as denoting the other gender, as well as referring to one article shall be considered as referring to another, where this proves to be necessary exercising due care for understanding the true will of the parties.

Article 75. The headings to Articles and sub-articles are inserted for convenient reference only and shall not affect the interpretation or construction of this Agreement.

Article 76. This Contract is the final and exclusive agreement between the Parties made in conformity with the public procurement procedure for an award of public procurement with subject: "Conduct of 3D field seismic surveys in block Provadia" and consolidates all the preliminary discussions between the Parties.

Article 77. When the Contract stipulates that the Party/ies shall perform a definite act 'immediately', the latter shall be performed spontaneously after the origination, setting in or finding out of the event or the act that establishes responsibility, but no later than 3 (three) days. When the Contract stipulates that the Party/ies shall perform a definite act 'within a reasonable term', the latter shall be performed

срок", същото следва да бъде извършено непосредствено след пораждање, или настъпване, или узнаване на събитието или действието, което поражда отговорност, но не по-късно от 7 (седем) дни.

Член 78. Ако друго не е уточнено, дните в този Договор се считат за календарни.

Член 79. Сроковете по Договора се броят по реда на Закона за задълженията и договорите.

Член 80. Когато в хода на изпълнение на Работата по Договора възникнат обстоятелства, изискващи съставяне на двустранен констативен протокол, заинтересованата Страна отправя до другата покана, с обозначено място, дата и час на срещата. Уведомената страна е длъжна да отговори в тридневен срок след това. Ако същата не отговори в посочения срок се приема, че тя мълчаливо е приела констатациите, установени в протокола.

Член 81. По искане на **Изпълнителя**, **Възложителят** издава препоръка за добро изпълнение на **Изпълнителя**, когато последният е изпълнил Договора с изискващото се качество, в съответния договорен срок, не е бил санкциониран и не дължи обезщетение за неизпълнение на **Възложителя**.

Член 82. Когато в този Договор е предвидено, че определено действие или отговорност е за сметка на **Изпълнителя**, то разходите за това действие или отговорност не могат да се искат от **Възложителя** като допълнение към Цената за изпълнение на Договора.

Член 83. Този договор ще се регулира и тълкува съобразно българските Законни разпоредби.

Член 84. Всички спорове, породени от този Договор или отнасящи се до него, включително споровете, породени или отнасящи се до неговото тълкуване, недействителност, изпълнение или прекратяване, както и споровете за попълване на празноти в Договора или приспособяването му към нововъзникнали обстоятелства, ще бъдат разрешавани от страните по пътя на преговорите. В случай че не бъде постигнато съгласие, споровете се отнасят за решаване по реда на чл.62.

Член 85. При противоречие между разпоредбите на някое от Приложенията и този Договор, разпоредбите на Договора ще имат предимство, като в частност, но без ограничение, задълженията на **Изпълнителя** да обезщети **Възложителя** ще се прилагат, така както са определени в този Договор,

spontaneously after the origination, setting in or finding out of the event or the act that establishes responsibility, but no later than 7 (seven) days.

Article 78. Unless specifically stated otherwise, the days in this Contract shall be considered as calendar days.

Article 79. The terms in this Contract shall be counted in conformity with the Law on obligations and contracts.

Article 80. When, in the progress of the Work performance circumstances occur and those need a composition of a bilateral ascertainment protocol, the Party concerned, addresses to the other Party an invitation with a place, date and hour for a meeting included. The Party informed is obliged to answer to this invitation in three days term after the receipt. If the receiving Party does not answer in the specified time period it shall be considered as an implicit acceptance of the findings, certified in the protocol.

Article 81. On **the Contractor's** demand, **the Company** shall issue a recommendation for good performance to **the Contractor** when the latter has fulfilled the Contract in the quality specified, in the terms stipulated, and he has not been sanctioned, neither owes any compensation for non-fulfillment of this Contract.

Article 82. When this Contract stipulates, that a definite act or responsibility is on **the Contractor's** account, the expenses for the specified act or responsibility could not be demanded from **the Company** as an addition to the Price for Contract performance.

Article 83. This contract shall be governed by and construed in conformity with Bulgarian substantive Law order.

Article 84. All disputes which may arise out of or in connection with the present contract, including disputes arising out of or in connection with its interpretation, invalidity, execution or termination, as well as disputes related to filling in gaps in the Contract or its adjustment to newly emerged circumstances, shall be settled by the Parties through negotiations. In case that an agreement has not been reached, the dispute in case shall be settled in accordance with Art.62.

Article 85. In the event of any inconsistency between any provisions of any Appendix and this Contract the provisions of this Contract shall prevail and in particular, but without limitation, **the Contractor's** obligations to indemnify **the Company** shall be as stated in this Contract which shall prevail over any limitations on

който ще има предимство и пред всякакви ограничения на отговорността, съдържащи се в някой от документите на **Изпълнителя**, включително и неговата Оферта.

Член 86. Настоящият Договор, ведно с приложенията, се сключи в два еднообразни екземпляра – по един за всяка от страните на български и на английски език. Само страници, носещи оригинален съгласувателен подпис на Възложителя върху всяка страница, са интегрирана част от този договор. При противоречие между текстовете на двата езика се прилага българският.

Неразделна част от настоящия Договор са:

1. Приложение №1 – Ценова оферта;
2. Приложение №2 – Техническа оферта;
3. Приложение №3 – Програма за опитните работи за провеждане на ЗД полеви сеизмични Дейности;
4. Приложение №4 – Инструкцията за работа и работните процедури;
5. Приложение №5 – Технически проект.

ЗА „ОВЕРГАЗ ИНК.“ АД:

/Сашо Дончев/
Длъжност: Изпълнителен директор
Дата:

ЗА

/...../
Длъжност:
Дата:

*Съгласували,
Александър Александров – юриконсулт*

Ангел Иванов – Зам.изп.директор „ Финансово-счетоводно управление”

liability contained in any of **the Contractor’s** documents including its Offer.

Article 86. This Contract together with the appendices was executed in two identical copies in Bulgarian and English – one for each of the parties. Only pages with an original concert signature of the Company upon each page are an integral part of this contract. Should any controversy between the texts in the two languages arise, the Bulgarian language shall prevail.

Integral part of this Contract are:

1. Appendix No 1 – Price offer;
2. Appendix No 2 – Technical offer;
3. Appendix No 3 – Program for experimental works for 3D seismic acquisition
4. Appendix No 4 – Instruction for work and working conditions
5. Appendix No 5 – Technical Design.

ON BEHALF OF OVERGAS INC. AD:

/Sasho Dontchev/
Position: Executive director
Date:

ON BEHALF OF

/...../
Position:
Date:

VII. METHODOLOGY FOR DETERMINING THE COMPLEX EVALUATION OF THE TENDER

Name of the public procurement:	Conduct of 3D field seismic survey in block PROVADIA
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The present methodology contains exact instructions on making the complex evaluation of each offer, the criteria and their relative weight to determine the technical and economic assessment, as well as accurate instructions concerning the rating under each criterion.

The Technical and Economic Assessments of the Offers for implementation of the public procurement in the licensed block shall be made based on the technical and economic criteria described herebelow.

1. Each offer shall receive a complex evaluation based on the formula

CE=0.5*TA+0.5*EA, where

CE - the complex evaluation of the offer;

TA – assessment of the offer based on technical criteria by points (technical assessment);

EA – assessment of the offer based on economic criteria, by points (economic assessment).

2. The technical assessment will be made based on the formula:

The Technical Assessment of the offer shall be made by the relevant criteria, weights and the formula:

$$TA = \sum_{i=1}^n k_i \cdot w_i , \text{ where}$$

$K_1, K_2, K_3, \dots, K_i$ - assessment criteria;

From 0 to 100 points are determined for each criterion.

$W_1, W_2, W_3, \dots, W_i$ – weights/relative shares of the individual criteria;

The sum of the weights/W/shares (%) of the individual criteria is equal to 100%.

K_1 – Term of mobilization /number of days/, weight w_1 - 10 %;

K_2 – Schedule of performance of the public procurement subject, weight w_2 - 60 %;

K_3 - Technical equipment of the team, weight w_3 - 30 %;

The technical assessment shall be made in accordance with the following scale for the individual technical criteria:

K_1:	Mobilisation time frame up to 5 days	100 p.;
	Mobilisation time frame up to 10 days	60 p.;
	Mobilisation time frame up to 15 days	40 p.;
	Time frame from 15 days to 20 days	20 p.;
	Mobilisation time frame over 20 days	5 p.
K_2:	Time frame for public procurement performance up to 25 days	100 p.;
	Time frame for public procurement performance from 25 to 30 days	80 p.;

OVERGAS INC. AD

Time frame for public procurement performance from 30 to 35 days	60 p.;
Time frame for public procurement performance from 35 to 40 days	30 p.;
Time frame for public procurement performance over 40 days	10 p.

** The time frame for public procurement performance does not include the time for mobilisation of the seismic equipment and the time for preparation and delivery of the final report.*

K₃: Availability of energy sources (vibrators), geodetic equipment, QC processing and recording equipment made after 2008 –	100p.;
Availability of energy sources (vibrators), geodetic equipment, QC processing and recording equipment made after 2003 –	80 p.;
Availability of energy sources (vibrators), geodetic equipment, QC processing and recording equipment made after 1998 –	60 p.;
Availability of energy sources (vibrators), geodetic equipment, QC processing and recording equipment made after 1996 –	30 p.
Availability of energy sources (vibrators), geodetic equipment, QC processing and recording equipment made before 1996 –	10 p.

3. The economic assessment will be made by the set criteria and weights after the following formula:

EA= $A_{\min.}/A_{\text{prop.}}$)*100, where

A – price tendered

$A_{\min.}$ – minimum price proposed for public procurement performance;

A_{prop} – price proposed in the corresponding offer for public procurement performance

$A = 0.8.A_{\text{vp}} + 0,05.A_t + 0,05.A_{\text{dd}} + 0,05.A_{\text{mob/dem}} + 0,05.A_{\text{msl}}$

A_{vp} – price for vibropoint (VP) based on methodology 2 sweeps, length of sweep 12 sec., length of recording 5 sec., distance between VP 60m;

A_t – price for one day of testing;

A_{dd} – price for one day downtime;

$A_{\text{mob/dem}}$ – sum of the price for mobilisation and price for demobilisation;

A_{msl} – price per zone;

Forms of documents for participation in the procedure

Name of Participant:

UIC:

Exact mailing address:

(Street number, street, zip code, town)

Telephone:

Fax:

Contact person:

To
Overgas Inc. AD
Sofia
Bulgaria

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
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O F F E R

Ladies and gentlemen,

After becoming acquainted with all documents and forms of documents for participation in the procedure, receipt of which we herewith confirm, as well as the additional documents received under the terms and conditions of the Documents for participation.

We, the undersigned propose to perform:

(general description of the types of work and ancillary activities and services where applicable)

in conformity with the requirements and terms and conditions of the Documents for participation in the procedure under the following conditions:

1. The terms and method of performance of these activities as well as the overall performance of the public procurement object are described in detail in the Technical Proposal attached to this Offer;
2. We accept the proposed draft contract and will sign it without objections should we be selected as Contractor;
3. The deadline of the public procurement performance is _____ months, starting from the date the Contract is signed /to be completed only if the proposed time frame for performance is shorter than the one specified in the Contract;
4. The time frames for the public procurement performance are in accordance with the Schedule for the public procurement performance attached hereto - (Form O-13);
5. The price for performance as well as the terms and manner of payment are in accordance with the Price Offer attached hereto and prepared as per (Form O-14) (placed in a separate sealed opaque envelope №2 – with inscription Price Tendered);
6. Currency of the prices: _____ ; *(specify the currency in which the prices in the offer are formed)*
7. Other conditions for the public procurement performance
8. Should we be selected as Contractors, we will submit all documents required for the signing of the Frame Agreement in accordance with the Documents for participation within the time frame specified by Overgas Inc.AD but not later than _____ working days of receipt of the decision for ranking.
9. The performance guarantee will be in the form of _____
(specify the form of the performance guarantee)
10. This offer is valid for a period of _____ *(specify the number of days and/or the last date of validity consistent with the procedure terms and conditions but not less than 90 days after the deadline announced for submitting the offers)* and we shall be bound hereby

OVERGAS INC. AD

and it can be accepted at any time before this deadline expires.

We certify and confirm that the services to be rendered as well as the ancillary activities are in conformity with the requirements specified in the Documents for participation in the procedure.

This offer is submitted in one original.

Attachments: as per attached list of documents, constituting an integral part hereof.

Signature:

Date/...../.....

Printed name _____

Signature of authorized person

Position

LIST OF DOCUMENTS CONTAINED IN THE OFFER

Attachment Nº	Content	Type and number of documents <i>/original or certified copy/</i>
1.	Offer (as per form)	
2.	Technical proposal (as per form)	
3.	Declaration of acceptance of the provisions of the draft contract	
4.	Performance schedule (as per form)	
5.	Price offer for public procurement performance (enclosed in a separate envelope Nº2 – Price tendered and prepared as per form/Form – 14/)	
6.	Any other documents required by the procedure	
6.1	Declaration for non-applicability of the circumstances as per art.47, par.1, p.2 and 3, Art.47, par.2, p.1 and 3 and Art.47, par.5, p.2 (Form O-4)	
6.2.	Declaration under art.47, par.5 of the Public Procurement Act (Form O-5)	
6.3.	Declaration under art.47, par.2 of the Public Procurement Act (Form O-6)	
6.4.	Declaration of the main contracts for services (Form 7)	
6.5.	Declaration on the total turnover (Form 8)	
6.6.	Declaration of acceptance of the provisions of the draft contract (Form O-9)	
6.7.	Declaration of the Measures Against Money Laundering Act (Form O-10)	
6.8.	Declaration about the actual owner (Form O-11)	
7.	Any other documents deemed especially important by the Participant in the evaluation of the offer	

Signature:

Date/...../.....

Printed name _____

Signature of authorized person

Position

Name of Participant

BANK GUARANTEE FOR PARTICIPATION IN PUBLIC PROCUREMENT

To
OVERGAS Inc. AD

We are aware that our Customer, _____ (name and address of the Participant), referred to below as the PARTICIPANT, will participate in the procedure open with your Decision No _____ /.... [Indicate the number and date of the opening of the procedure] for awarding a public procurement with the following subject:

Conduct of 3D field seismic survey in block PROVADIA

Also, we are informed that in accordance with the terms of the procedure and the provisions of the Public Procurement Act, the PARTICIPANT must submit in its offer a bank guarantee for participation in the procedure established in your favour for the amount of BGN 12 000 (BGN twelve thousand),

Given the foregoing, we.....

(name and address of Bank)

hereby irrevocably and unconditionally assume the obligation to pay to your specified bank account, the amount of BGN 12 000 (BGN twelve thousand), within 3 (three) working days after receiving your first written request containing your statement that the PARTICIPANT has performed one of the following:

- a) withdraw its application after the closing date for submission of offers;
- b) challenge the decision of the Company announcing the results of the decision for selection of a contractor - until resolution of the dispute;
- v) is selected as Contractor, but does not fulfil its obligation to conclude a public procurement Frame Agreement within one month of notification of decision for selection of a public procurement Contractor.

Your request for the utilization of funds under this guarantee is acceptable if it is sent to us in full text through properly coded telex/telegraph service from your bank confirming that your original request was sent to us via registered mail and that the signatures on the latter legally bind your party. Your request will be deemed made after your written request for payment or by telex, or telegraph on the above address.

This guarantee takes effect from _____ hours on _____ year.
(indicate the date and time of the deadline for submission of tenders).

Liability under this guarantee will expire at _____ hours of _____ year
(indicate the date and time in accordance with the validity of the Participant's offer), to which date any request on it must be received by us. After that date, the guarantee shall become invalid automatically, whether this letter – guarantee has been sent back or not.

The bank guarantee must be sent back as soon as it is no longer required or its validity has expired, whichever event occurs earlier.

The bank guarantee is for you solely and cannot be transferred.

Sincerely, (BANK)

**DECLARATION
of consent to participate as subcontractor**

I, the undersigned _____ ID Card No _____,
issued on (date _____ by (authority) _____ (personal ID
number) _____, in the capacity of _____ (indicate
the position) in _____ (indicate the name of the Participant's
Company) registered in _____ (indicate
the name of the Company registry and number of registration), having its registered office at _____, in connection
with the open procedure announced by Overgas Inc.AD:

HEREBY DECLARE THAT:

We, [Indicate the Participant you represent], agree to
participate in the capacity of subcontractor to (Indicate the Participant whose
subcontractor you are) in the implementation of the following public procurement :

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

The activities we will perform as a subcontractor are:

.....
[List the specific parts and their percentage of the subject of the public procurement
(respectively of the separate items) that will be performed by you as a subcontractor].

We are aware that by claiming our desire to be a subcontractor, we may not participate as a
Participant in the above procedure.

In connection with the requirements of the procedure, we attach the documents presented
under the Annex *List of documents forming an integral part of the offer* and prepared in
accordance with the requirements of the Company in the announced procedure.

*(In the list, list the documents you attach as set out by the requirements of the Company in
the notice and the Documents for participation in the Public Procurement)*

DECLARER:

Date/...../.....

Printed name _____

Signature of authorized person

Position

DECLARATION

For non-applicability of the circumstances as per art.47, par.1, p.2 and 3, Art.47, par.2, p.1 and 3 and Art.47, par.5, p.2

I, the undersigned _____ ID Card No _____, issued on (date _____ by (authority) _____ (personal ID number) _____, in the capacity of _____ (indicate the position) in _____ (indicate the name of the participant's Company) registered in _____ (indicate the name of the Company registry and number of registration), having its registered office at _____, in connection with the open procedure announced by Overgas Inc.AD on the following public procurement:

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

HEREBY DECLARE THAT:

The Participant represented by me:

1. has not been adjudicated bankrupt;
2. is not being wound up or is in any analogous situation arising from a similar procedure under national laws and regulations;
3. is not a the subject of pending bankruptcy proceedings;
4. has not made an out-of-court arrangement with the creditors thereof within the meaning given by Article 740 of the Trade Act or, in case the Participant is a foreign person, is not in any analogous situation arising from a similar procedure under national laws and regulations, including where the affairs thereof are being administered by the court;
5. has not suspended the business activities thereof;
6. does not incur any pecuniary obligations to the State or to a municipality within the meaning given by Article 162 (2) of the Tax and Social-Insurance Procedure Code, established by an effective act of a competent authority, save as where a rescheduling or deferral of the said obligations has been allowed, or any pecuniary obligations related to the payment of social insurance contributions or taxes according to the legal standards of the State in which the Participant is established;
7. has not concluded a contract with any person referred to in Article 21 or 22 of the Conflict of Interest Prevention and Disclosure Act.

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.

DECLARER:

Date/...../.....

Printed name _____

Signature of authorized person

Position

DECLARATION
Under art.47, par.1, p.1,
Art.47, par.2, p.2 and Art. 47, p.2, p.5
of the Public Procurement Act

I, the undersigned _____ ID Card No _____,
issued on (date _____ by (authority) _____ (personal ID
number) _____, in the capacity of _____ (indicate
the position) in _____ (indicate the name of the Participant's
Company) registered in _____ (indicate
the name of the Company registry and number of registration), having its registered office at
_____ in connection
with the open procedure announced by Overgas Inc.AD on the following public procurement:

Table with 2 columns: Name of public procurement, Conduct of 3D field seismic survey in block PROVADIA

HEREBY DECLARE THAT:

- 1. I have not been convicted by an effective sentence, unless rehabilitated, of:
(a) a criminal offence against the financial, tax or social security system, including money
laundering, under Articles 253 to 260 of the Criminal Code;
(b) bribery under Articles 301 to 307 of the Criminal Code;
(c) participation in an organized criminal group under Articles 321 and 321a of the Criminal
Code;
(d) a criminal offence against property under Articles 194 to 217 of the Criminal Code;
(e) a criminal offence against the economy under Articles 219 to 252 of the Criminal Code;

2. I have not been disqualified from practicing a specific profession or activity according to the
legislation of the State where the violation has been committed.

I am aware that I carry criminal liability for providing false information under Art. 313 of the
Penal Code of Bulgaria.

DECLARER:

Date/...../.....
Printed name
Signature of authorized person
Position

**DECLARATION
as per art.47, par.5, p.1 of the Public Procurement Act**

I, the undersigned _____ ID Card No_____,
issued on (date _____ by (authority) _____ (personal ID
number)_____, in the capacity of _____ (indicate
the position) in _____ (indicate the name of the participant's
Company) registered in _____ (indicate
the name of the Company registry and number of registration), having its registered office at _____, in connection
with the open procedure announced by Overgas Inc.AD on the following public procurement:

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

HEREBY DECLARE THAT:

I am not a related party within the meaning given by Item 24 of § 1 of the Supplementary Provisions of the Public Procurement Act with the Company or with any holders of a position of responsibility at the organization of the said Company;

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.

DECLARER:

Date/...../.....

Printed name _____

Signature of authorized person

Position

DECLARATION

containing a list of the main contracts for services with the same or similar subject to the subject of the present public procurement for the last three years

I, the undersigned _____ ID Card No _____, issued on (date _____ by (authority) _____ (personal ID number) _____, in the capacity of _____ (indicate the position) in _____ (indicate the name of the participant's Company) registered in _____ (indicate the name of the Company registry and number of registration), having its registered office at _____, in connection with the open procedure announced by Overgas Inc.AD on the following public procurement:

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

HEREBY DECLARE:

On the grounds of Art. 51, paragraph 1, item 1 of the Public Procurement Act, the following list of major contracts with subject, volume and content similar to that of the award of contract we are participating in, performed over the past 3 years, including values, dates and recipients):

Year	Subject and content of the contract	Contracting Party	Total value of the service

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.

DECLARER:

Date/...../.....

Printed name _____

Signature of authorized person

Position

Note:

Should the participant invoke trade secrecy relating to the provision of information on the value of a contract, it is required that it states the total value of contracts for each year. All the columns of the table in this declaration must be filled in.

This list must be accompanied by REFERENCES FOR GOOD PERFORMANCE (REFERENCES).

DECLARATION

containing information on the total turnover and the turnover of services subject of the public procurement for the past three years, depending on the date when the Participant was established or commenced activities for the period of three years

I, the undersigned _____ ID Card No _____, issued on (date _____ by (authority) _____ (personal ID number) _____, in the capacity of _____ (indicate the position) in _____ (indicate the name of the participant's Company) registered in _____ (indicate the name of the Company registry and number of registration), having its registered office at _____, in connection with the open procedure announced by Overgas Inc.AD on the following public procurement:

Name of public procurement: Conduct of 3D field seismic survey in block PROVADIA

On the grounds of Art. 50, paragraph 1, item 3 of the Public Procurement Act, herewith I present information on the total turnover and the turnover of services subject to the public procurement contract for the past three years:

Table with 3 columns: Year, Total turnover, Turnover of services subject to the public procurement. The table is currently empty.

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.¹

DECLARER:

Date/...../.....

Printed name

Signature of authorized person

Position

Note: All the columns of the table in this declaration must be filled in.

¹Art. 313 of the Penal Code of the Republic of Bulgaria, "Whoever confirms an untruth or hides a truth in a written statement or communication sent by electronic means under a law, decree or order of the Council of Ministers are presented to an authority to authenticate the truth of certain circumstances shall be punished with up to three years of imprisonment or a fine of one hundred to three hundred levs.

**DECLARATION
OF
ACCEPTANCE OF THE PROVISIONS OF THE PUBLIC PROCUREMENT DRAFT CONTRACT**

I, the undersigned _____ ID Card No _____,
issued on (date _____ by (authority) _____ (personal ID
number) _____, born _____ in _____ the capacity of
_____ (indicate the position) in _____
(indicate the name of the participant's Company) - Participant in the procedure for award of
public procurement with a subject:

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

HEREBY DECLARE THAT:

I am aware of the content of the Draft Contract and accept / *do not accept* (*cross out the unnecessary*) provisions therein.

DECLARER:

Date/...../.....

Printed name

Signature of authorized person

Position

DECLARATION

under Article 4.7 and under Article 6.5.3 of the Measures Against Money Laundering Act

I, the undersigned _____ Personal ID *number* No _____, with permanent residence....., nationality....., with ID Card number....., issued on (*date* _____ by (*authority*) _____ ()) _____, in my capacity of _____ (*indicate the position*) in _____ (*indicate the name of the participant's Company*) registered in _____ (*indicate the name of the Company registry and number of registration*), having its registered office at _____ in connection with the open procedure announced by Overgas Inc.AD on the following public procurement:

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

HEREBY DECLARE THAT

The money - subject of the procurement specified herein are of the following origin.....

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.

DECLARER:

Date/...../.....

Printed name

Signature of authorized person

Position

Name of Participant

DECLARATION

under Article 6.2 of the Measures Against Money Laundering Act

I, the undersigned _____

/name, patronymic, surname/

Personal ID number No _____, date and place of birth _____

Permanent residence....., nationality.....,

ID Card number....., issued by _____

In my capacity of a legal representative/proxy/ of _____ registered in _____

Participant in a public procurement award procedure with the subject

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
------------------------------------	---

Declare that the actual owner* within the meaning of Art.6.2, of the MAMLA with a reference to Art.3.5. of the the Implementing Regulations on MAMLA of the above-stated legal person/s is/are the following physical persons:

1. _____

/name, patronymic, surname/
Personal ID number No. _____, date and place of birth _____

Permanent residence....., nationality.....,

ID Card type and number.....,

2. _____

/name, patronymic, surname/
Personal ID number No. _____, date and place of birth _____

Permanent residence....., nationality.....,

ID Card type and number.....,

3. _____

/name, patronymic, surname/
Personal ID number No. _____, date and place of birth _____

Permanent residence....., nationality.....,

ID Card type and number.....,

I am aware that I carry criminal liability for providing false information under Art. 313 of the Penal Code of Bulgaria.

OVERGAS INC. AD

DECLARER:

Date/...../.....
Printed name
Signature of authorized person
Position

Name of Participant

-
- *Actual owner of a client-legal person is:
1. a physical person/s who directly or indirectly own more than 25 per cent of the shares or capital of a client- legal person, or other similar entity, or directly or indirectly control it.
 2. a physical person/s to the benefit of which 25 percent or more of the property is managed and distributed where the client is a foundation, nonprofit organization or other person performing escrow management of property or distribution of property in favor of third parties
 3. a group of individuals to the benefit of which there is established or acts a foundation, a non-profit organization or a person performing escrow management of property or distribution of property in favor of third persons if these persons are not identified but are identifiable by certain signs.

To Overgas Inc.AD

**TECHNICAL PROPOSAL
(PROPOSAL FOR THE METHOD FOR IMPLEMENTATION
OF THE PUBLIC PROCUREMENT)**

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
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Ladies and gentlemen,

In the present form we state our technical proposal for the performance of the public procurement under the procedure announced by Overgas Inc.AD with the said name.

I. PERIOD FOR EXECUTION OF THE PUBLIC PROCUREMENT

The subject of the public procurement will be executed in accordance with the Public Procurement Implementation Schedule (Form O-13) /the time frames shall not exceed the ones specified in the Frame Agreement/.

II. IMPLEMENTATION OF THE TECHNICAL REQUIREMENTS OF THE COMPANY

To meet the requirements and conditions of the Company to this public procurement, stated in the Documents for participation, we will create the organization and will execute the full range of the subject matter of the public procurement with the required professional competence, quality, technical parameters, technological consistency and deadlines, as described by the separate Annex to the Technical proposal.

We draw your attention to the following additional advantages of our offer in addition to the mandatory requirements and conditions in the documents for participation relating to the execution of the public procurement:

(List here if any such advantages have been proposed)

We declare that we are familiar with the criteria and parameters for evaluation of offers stated in the Documents for participation and the above advantages are offered with the understanding that they may not increase the assessment of our bid in cases where these parameters have not been provided for in the Methodology for determining a complex assessment of offers from the Documents for participation.

All activities and services listed in this offer are costed and included in the price proposed by us in the sealed envelope No.2 - Price Tendered.

DECLARER:

Date/...../.....

Printed name

Signature of authorized person

Position

PUBLIC PROCUREMENT IMPLEMENTATION SCHEDULE

To Overgas Inc.AD

Name of public procurement: Conduct of 3D field seismic survey in block PROVADIA

Nº	Description of activity	Start	Deadline	Note

The deadlines represent calendar days from the signing of the Contract.

DECLARER:

Date/...../.....

Printed name

Signature of authorized person

Position

Name of participant:

To:

Overgas Inc.AD

PRICE TENDERED (BID)

Name of public procurement:	Conduct of 3D field seismic survey in block PROVADIA
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Ladies and Gentlemen,

I hereby present our price offer for performance of public procurement in the open public procurement procedure announced by the **Overgas Inc. AD** to conduct 3D field seismic survey in block Provadia.

I. PRICE AND CONDITIONS OF FORMING

The performance of the public procurement in accordance with the terms of this procedure will be carried into effect at the prices listed below

1. Seismic activities

- 1.1. Price for mobilisation € _____;
- 1.2. Price for demobilization € _____;
- 1.3. Price for Vibropoint (VP) – based on methodology planned as specified in Project for conduct of 3D seismic survey in Provadia
 €/VP _____;
 €/VP _____;
 €/VP _____;
 €/VP _____;
- 1.4. Daily testing rate € _____/ day
- 1.5. Price for one day downtime (attributable to the Company) € _____/ day

2. Drilling crew (MSL) and refraction method

- 2.1. Price for zone (MSL) €/zone _____
- 2.2. Price for mobilization € _____
- 2.3. Price for demobilisation € _____

3. Price for conducting of one square kilometer 3D field seismic survey

For implementation of one square kilometer in Block Provadia based on the methodology for planned testing programs specified in Project for conduct of seismic survey.

- €/sq.km _____;
- €/sq.km _____;
- €/sq.km _____;

4. Price terms

- 4.1. All prices are in Euro, VAT excluded;
- 4.2. Prices in our offer are final and cannot be increased;
- 4.3. The prices include all costs of performance of the public procurement;
- 4.4. The change in the number of planned VP / by request of the Company / can lead only to

OVERGAS INC. AD

the difference in the total price for the conduct of research in proportion to the number of VP.

II. METHOD OF PAYMENT

Our proposed method of payment is as follows:

- First basic payment following completion of 1/3 of the total volume of seismic works including the work of the MSL group and delivery of all available data;
- Second basic payment following completion of 2/3 of the total volume of seismic works including the work of the MSL group and delivery of all available data;
- Third final payment following completion of the total volume of seismic works including the work of the MSL group, delivery of all available data and final results and signature of a delivery protocol for work done. The price for demobilization of the seismic equipment shall be included in this payment.

Signature:

Date/...../.....

Printed name _____

Signature of authorized person

Position

BANK GUARANTEE FOR CONTRACT PERFORMANCE

TO OVERGAS INC.AD

We are aware that our customer, _____ [*name and address of the Participant*], referred to below as the CONTRACTOR, with your Decision No /2013 [*Indicate the No. and date of the Decision for ranking*] is awarded first place in the procedure for assigning of public procurement contract with the following subject:

Conduct of 3D field seismic survey in block PROVADIA

, with which it is assigned for CONTRACTOR of the said public procurement contract.

Also, we are informed that in accordance with the terms of the procedure and the provisions of the Law on Public Procurement, upon signing the contract the CONTRACTOR must submit to you as a Contracting Party of the said contract a bank guarantee for good performance established in your favour for the amount of 5% [*Indicate the amount from the announcement of the procedure*] of the total amount of the contract, namely(in words:

) [*Indicate the amount in figures and words and the currency of the bank guarantee*] in order to guarantee the performance of its obligations in accordance with the terms of the contract .

Given the foregoing, we : _____ [*Bank*] hereby irrevocably and unconditionally assume the obligation to pay to you any amount claimed by you, but not exceeding _____ (in words:) [*Indicate the amount in figures and words and the currency of the bank guarantee*], within 3 (three) working days after receiving your first written request containing your statement that the CONTRACTOR has not performed any of its contract obligations.

Your request for the utilization of funds under this guarantee is acceptable if it is sent to us in full text through properly coded telex/telegraph service from your bank confirming that your original request was sent to us via registered mail and that the signatures on the latter legally bind your party. Your request will be deemed made after your written request for payment or by telex, or telegraph on the above address.

This guarantee takes effect from the moment of its issue.

Our liability under this guarantee will expire at the end of one month from the date of signing the protocol for final acceptance of the Work by the Contracting Party as completed without comments, to which date any claim on it must be received by us. After that date, the guarantee shall become invalid automatically, whether this letter – guarantee has been sent back or not.

The bank guarantee must be sent back as soon as it is no longer required or its validity has expired, whichever event occurs earlier.

The bank guarantee is for you solely and cannot be transferred.

Sincerely,

(BANK)