**CONSTRUCTION CONTRACT**

On this day, ........................ (year) in the city of ....................... , between:

[Name of the ASSIGNOR with address: the city of...........................street: ................... BULSTAT register code/ registration number or other identification code, represented by .................................................... in the capacity as ........................................... and ................................. - in the position of Head of Financial and Administrative Service hereinafter referred to as “the ASSIGNOR”,

and

**...................................**, with seat and registered office at .............................. , with registration number (*if applicable)*, represented by ..................... in the capacity as .................................. hereinafter referred to as “CONTRACTOR”,

Pursuant to Art. ....................... of the Public Procurement Act (PPA) with subject:.................................... this contract (“the Contract”) was concluded for the following:

1. **SUBJECT AND GENERAL TERMS AND CONDITIONS**

**Art. 1** /1/ The Assignor assigns, and the CONTRACTOR accepts to perform for remuneration the construction and repair works, with its own organization, on its own responsibility and with its own resources, all the Construction and Assembly Works (CAW) for the activities of the public procurement with subject: ...................................................,according to the Technical Specification (*Annex No. 1*) and the offer of the CONTRACTOR, /Annex *No. 2.*/.

**II. TERM OF THE CONTRACT**. **PLACE OF PERFORMANCE**.

**Art. 2 /1/** The Contract shall enter into force on the date of its signing by the Parties and shall remain in force until all the obligations assumed by the CONTRACTOR under the Contract have been fulfilled, by signing a final Record of Handover.

 **/2/** The termof the construction and repair works under paragraph 1 shall cease to run when the Parties are prevented from performance by objective factors and unforeseen circumstances beyond its control. For this purpose, the Parties to the Contract shall sign a Statement which certifies the circumstances that have arisen, the beginning and end of the period of their operation, and the obligations that the Parties have been prevented from performing within the said period, as well as the causal link therefor.

**/3/** In case of suspension of construction under paragraph 1, the time for completion shall be extended by as many days as the suspension lasted until the Statement of Findings for Ascertaining the Construction Condition and CAW in case of continuation of construction (Statement of Findings – 11 or applicable local law).

**Art. 3** The place of performance of the Contract is .......................................

1. **PRICES AND PAYMENT[[1]](#footnote-1)**

**Art. 4** /1/ For the completed construction and repair works, the Assignor undertakes to pay to the CONTRACTOR a total price of ........................... (..........................) **without VAT or** .................................... (...................................)...................... **with VAT,** according to the CONTRACTOR’s offer - Annex 1 to the Contract, this price including the costs of materials, transport and labour, and all inherent costs for the performance of the subject matter of the Contract.

/2/ The price in paragraph 1 is final and not subject to change.

/3/ Payments under the Contract shall be made only for the types of work awarded and actually performed and of the required quality, in accordance with the bilaterally signed Record(s) of Handover.

/4/ All payments shall be made by payment order to the bank account of the CONTRACTOR, upon presentation by the CONTRACTOR to the Assignor of an original invoice with the Contract number indicated thereon and a Record of Handover for acceptance of the Works for the relevant stage, signed by the Assignor (by a Commission appointed by Order of the Head of the State Acceptance) and the CONTRACTOR, subject to the provisions of Section IV - ACCEPTANCE AND HANDOVER OF THE PERFORMANCE of this Contract;

/5/ The Assignor shall not pay any amounts for incomplete and/or substandard work performed by the CONTRACTOR prior to the correction of any deficiencies identified by a bilateral written report. The removal of the deficiencies shall be at the expense of the CONTRACTOR.

/6/ The unit prices of the individual types of works and the pricing indicators shall remain unchanged until the end of the Contract.

 /7/ The CONTRACTOR shall not be entitled to carry out the types of construction and assembly repair works assigned to it, where their value would result in exceeding the values specified in Art. 6 of the Contract, for which it shall immediately inform the Assignor.

/8/ The Assignor shall pay to the CONTRACTOR the price under paragraph 1 as follows:

Payments under the Contract shall be made to the bank account designated by the CONTRACTOR ................................, as follows:

1. First interim payment - .......................................... with VAT, upon submission of the following documents..........................
2. Second interim payment - ...................................................... with VAT upon submission of the following documents.
3. Final payment - ...............................after submission of the following documents
4. **Performance Guarantee (PERFORMANCE BOND)[[2]](#footnote-2).**

Art. 5. /1/ Upon signing this Contract, the CONTRACTOR shall provide the Assignor with a Guarantee Document, guaranteeing the performance of its obligations hereunder, valid until the expiration of the last guarantee term under Art. 7, paragraph 1 of the Contract, in the following form:

- Deposit of a sum of money in Danish kroner in the amount of 5 % (five percent) of the maximum value of the Contract excluding VAT under Art. 4, namely ................................ (..........................) Danish kroner (“Performance Guarantee”), which shall serve to secure the performance of the CONTRACTOR’s obligations under the Contract, into the following bank account of the Assignor: ................................................

/2/ The Assignor shall retain the part of the guarantee in the amount of 2 % of the value of the Contract excluding VAT pursuant to Art. 4, paragraph 1, namely: .......................... (..................) Danish kroner excluding VAT, which is intended to secure the warranty service obligation of the performed CAW until the expiry of the last applicable warranty term according to local legislation, in case no grounds for its retention or drawdown have occurred.

/3/ The Assignor shall release this portion of the guarantee, absent grounds for its release, within 30 days after the expiration of the last warranty service period for CAW repairs, upon submission of a bilaterally signed final Record of Handover for a complete warranty service performed without remarks by the Assignor.

/4/ The Assignor has the right to request an extension of the Performance Guarantee of the Contract, in case the last guarantee term of the respective completed object has not expired by the expiration date, according to Art. 7, paragraph 1 of the Contract.

 /5/ The Assignor shall not owe interest to the CONTRACTOR on the amounts of the performance bond for the time during which such amounts are lawfully in its possession.

/6/ The Assignor may withhold and satisfy part or all of the Performance Guarantee if the CONTRACTOR fails to commence work on the performance of the Contract or the Contract is cancelled/terminated through his fault, as well as in cases of poor or partial performance.

/7/ The Performance Guarantee shall not be released by the Assignor if in the course of the performance of the Contract a dispute has arisen between the Parties concerning a default of the CONTRACTOR and the matter has been referred to a court for adjudication. Upon resolution of the dispute in favor of the Assignor, it may proceed to draw on the Performance Guarantee.

 /8/ The Performance Guarantee is released under the following scheme:

1. The Performance Guarantee of the Contract - in the amount of 2% of the total price of the Contract excluding VAT, shall be released within 30 (thirty) days from the date of the second interim payment of the Contract price.

2. The Performance Guarantee of the Contract - in the amount of 1% of the total price of the Contract excluding VAT under Art. 4 shall be released within 30 (thirty) days after the final payment of the Contract price.

3. The Performance Guarantee in the amount of 2 % of the total price of the Contract excluding VAT under Art. 4 serves to secure the obligation for warranty service of the performed CAW. The Assignor shall release this part of the Guarantee, in the absence of grounds for its drawdown, within 30 (thirty) days after the expiry of the guarantee term proposed by the CONTRACTOR, upon presentation of a final Record of Handover bilaterally signed without remarks by the Parties to the Contract.

/9/ The release of the guarantee under items 1, 2 and 3 shall be made with the written authorization of the person exercising investor control in accordance with the order of the Minister of Foreign Affairs No. 95-00-303/03.06.2021 and the Director of the Property Management and Material and Technical Support Directorate and the Director of the Budget and Finance Directorate under the circumstances for its release in accordance with this Contract.

/10/ The Assignor has the right to request an extension of the Performance Guarantee of the Contract in case the last guarantee term of the Construction has not expired by the expiration date.

/11/ In any case of wittholding of the Performance Guarantee, the Assignor shall notify the CONTRACTOR of the wittholding and the basis thereof. The withholding of the Performance Guarantee in whole or in part shall not exhaust the rights of the Assignor to seek greater compensation.

**VII. PERFORMANCE OF THE PUBLIC PROCUREMENT**

Article 6. /1/ The CONTRACTOR may commence the construction and repair works only after signing this Contract.

/2/ The CONTRACTOR shall take all necessary measures to protect the environment, and to prevent damage and negative impact on people and property due to pollution, radiation, noise and other harmful effects of the works on the subject of the Contract.

/3/ The CONTRACTOR shall carry out all works in connection with the repairs in accordance with the requirements submitted by the Assignor, in strict compliance with what is specified in the Contract and the annexes thereto, and also in compliance with the requirements of the current regulations and minimum guarantee terms for executed works and of all other regulations in force in the city of..............................

/4/ The CONTRACTOR shall incorporate in the construction high quality materials and construction products in accordance with European standards, and be accompanied by appropriate certificates, declarations of performance and/or characteristics of the construction product, as required in the ciry of................................

/5/ The CONTRACTOR must agree in advance with the Assignor the materials to be used - type, quantity and value. The CONTRACTOR shall submit to the Assignor, if necessary and upon request by the Assignor: catalogues, specifications and other information materials of the company - manufacturer (supplier), quality certificate and Declaration of performance and/or characteristics of construction products from the manufacturer.

/6/ During the execution of the construction and repair works the CONTRACTOR shall comply with the minimum requirements for occupational health and safety during the execution of construction works, as well as with all other applicable regulations and standards concerning occupational safety and hygiene, technical and fire safety during the construction and operation of such objects, and shall also take care of the safety of all persons present on the construction site in accordance with the applicable law of the city of..................................

/7/ For the execution of the individual works, the CONTRACTOR shall provide personnel with the necessary professional qualifications and legal capacity as defined by the relevant annexes to the Contract and the requirements of the relevant regulations.

/8/ In case of accidents (leaks, power cuts, etc.) the CONTRACTOR shall take immediate measures to prevent further expansion of the accident as well as measures to limit the damage.

/9/ In the event of an emergency, the CONTRACTOR shall notify the Assignor of the causes, the fault, the timing and propose the remedy.

/10/ Where the accident is caused by the CONTRACTOR, the CONTRACTOR shall immediately remedy the accident at the CONTRACTOR’s expense.

/11/ The CONTRACTOR shall coordinate with the Assignor the works to restore normal operations to the works disrupted by unforeseen circumstances.

/12/ Upon completion of the construction and repair work, the CONTRACTOR shall clear the site of any waste, as well as remove all of its machinery and unincorporated materials and restore the site to its original condition.

**VIII. GUARANTEE TERM**

Art. 7. /1/ The guarantee term of the construction and repair works is ................... /...................... / years from the date of acceptance and handover of the entire completed work.

/2/ Any defects manifested during the guarantee term shall be remedied by the CONTRACTOR at his expense.

/3/ For defects occurring during the guarantee term, the Assignor shall notify the CONTRACTOR in writing within 7 days of their establishment. Within 3 (three) working days after the written notification, the CONTRACTOR, in agreement with the Assignor, shall commence work to remedy the defects within the minimum technologically necessary time at his own expense.

**IX. RIGHTS AND OBLIGATIONS OF THE PARTIES**

Art. 8. The Assignor undertakes:

1. to pay for the repairs carried out on the terms and conditions specified in the Contract;

 2. to notify the CONTRACTOR in writing within 7 days of establishment of defects appearing during the guarantee term;

3. to provide the necessary conditions for the CONTRACTOR to access the site for repairs.

 4. to provide the CONTRACTOR with access to the site for repairs and on weekends /if necessary/.

Art. 9. The Assignor shall have the right:

1. at any time during the performance of the Contract to control the execution regarding the quality and quantity of the work, stages of execution, technical parameters, etc.;
2. to request information on the progress of performance of the subject of the Contract;
3. to inspect the performance of the subject of the Contract without unreasonably interfering with the CONTRACTOR’s work;
4. to make objections to the performance of the works under the subject of the Contract in cases of faulty performance;
5. to refuse acceptance and payment of part or all of the consideration in the event that the CONTRACTOR has deviated from the order or its work is deficient.

Art. 10. If the CONTRACTOR has completed a part of the work and further performance of the construction and repair work is deemed impossible for reasons for which the CONTRACTOR and the Assignor are not responsible, the CONTRACTOR shall be entitled to receive remuneration in the amount of the completed part only if it can be of use to the Assignor.

Art. 11. The CONTRACTOR undertakes:

1. to perform the activities covered by this the Contract in accordance with the Assignor’s Technical Specification (Annex No. 1) and the offer (Annex No. 2), which are an integral part of the Contract.

2. to perform all activities under the subject of the Contract qualitatively, within the terms and in compliance with the conditions set forth in the Contract and its annexes and the requirements of the current regulations for the city of ..................................;

3. to provide in a timely manner information requested by the Assignor on the progress of the Contract;

4. to provide the Assignor with the opportunity to monitor the performance of the Contract;

5. to appoint a representative who shall have the rights and obligations to represent it before the Assignor in connection with the performance of the Contract;

6. provide a safety and health coordinator for the construction phase in accordance with the requirements of the city of ........................................;

7. to ensure the required healthy and safe working conditions during the execution of the construction and assembly works supervised by him. Damages resulting from failure to comply with this obligation shall be the sole responsibility of the CONTRACTOR;

8. to remedy any observations on the performance of the subject of the Contract made by the Assignor prior to the signing of a final Record of Handover for acceptance of the work, signed by representatives of both parties, without comment;

9. to maintain valid professional liability insurance for the duration of the Contract, including until the expiration of the applicable guarantee terms in accordance with applicable law of the City of ....................................;

10. to fulfill its obligation under the Ordinance on Compulsory Insurance of Employees for the Occupational Accident Risk.

11. to be insured for property liability for damages caused to other participants in the construction and/or to third parties, due to wrongful acts or omissions in the performance or on the occasion of the performance of its duties, in accordance with the applicable law in the city of ....................................;

12. to use quality materials, constructions and products meeting the requirements of Danish standards and the technical requirements for the execution of the construction and repair works;

13. to provide the necessary for the construction and repair works machinery, equipment and safety of its employees;

14. to remove the defects that have appeared during the guarantee period within the time limits established for this;

15. to carry out at his own expense all works in order to eliminate errors, defects, etc., found by the Acceptance Commission;

16. to sign a Record of Handover for the completed construction and repair work on site;

17. to receive the remuneration agreed in this Contract, subject to the conditions set out.

**X. ACCEPTANCE AND HANDOVER OF PERFORMANCE**

Art. 12. /1/ The handover of the execution of the works for each individual stage shall be documented by a Record of Handover signed by representatives of the Assignor and the CONTRACTOR in two original copies, one for each of the Parties (“Record of Handover”). For the Assignor, a committee appointed by Order of the Assignor.

 /2/ The Assignor is entitled:

1. To accept the performance when it satisfied the agreed;

2. To request the completion or revision of the reports, materials and the Records of Handover within a time limit specified by him, in which case the revision and/or completion shall be carried out within a time limit specified by the Assignor and shall be entirely at the expense of the CONTRACTOR, where discrepancies of the performance with the agreed performance are found or deficiencies are identified, the Assignor may refuse acceptance of the performance until the deficiencies have been remedied, giving an appropriate time limit for their removal at the expense of the CONTRACTOR;

3. To refuse to accept performance in the event that the defects found are of such a nature that they cannot be remedied within the period of performance of the Contract;

/3/ The final acceptance of the execution of the works under this Contract shall be made by signing a final Record of Handover for the executed works, signed by the Parties and the person exercising investor control in accordance with the Order of the Minister of Foreign Affairs No. 95-00-303/03.06.2021[[3]](#footnote-3) within 10 (ten) working days after the expiry of the execution period under Art. 2, paragraph 1 of the Contract. In the event that deficiencies in performance are identified at that time, they shall be described in the final Record of Handover and an appropriate time period shall be set for their correction.

 /4/ If deficiencies are found upon acceptance of the repaired objects, the Assignor may alternatively choose from the following options:

- removal of the defects at the expense of the CONTRACTOR within the time specified by the Assignor in the Record of Handover;

- reduction of the amount of the remuneration as agreed between the Parties;

**XI. LIABILITY AND SANCTIONS**

Art. 13 /1/ The CONTRACTOR shall be liable for damages and loss of profit caused by his own acts or omissions.

/2/ The CONTRACTOR shall be fully responsible for compliance with the requirements of the applicable national construction regulations.

/3/ Any damages sustained by the Assignor due to the fault of the CONTRACTOR and/or as a result of substandard workmanship and failure to comply with the terms of this Contract shall be recoverable from the CONTRACTOR.

/4/ In case of failure to remedy the defects within the guarantee terms, the CONTRACTOR shall owe the Assignor the costs incurred for their remedy as well as compensation for damages and loss of profit.

/3/ When the CONTRACTOR has materially deviated from the order or the work is deficient, the Assignor shall have one of the following optional rights:

1. To determine an appropriate time period for the CONTRACTOR to correct his work gratuitously;

2. To remedy the deviations from the order, respectively the deficiencies, at the expense of the CONTRACTOR;

3. To request a reduction in remuneration in proportion to the suitability of the work performed;

/4/ If the CONTRACTOR fails to perform the construction and repair works of the subject of the Contract within the time limit referred to in Article 2, paragraph 1, the CONTRACTOR shall owe the Assignor a penalty of 0.1% of the value of the Contract for each day of delay, but not more than 10% of the value of the Contract.

/5/ The penalty imposed shall be deducted from the payment of the remainder of the consideration or from the Performance Guarantee.

 /6/ The Assignor shall not be liable for acts and omissions of the CONTRACTOR, as a result of which and consequent to the performance of the subject matter of the Contract arise:

- death or accident to any individual on the site;

- loss of or damage to any property;

/7/ Either party may claim damages for the loss suffered by it in accordance with the general procedure, if the amount thereof exceeds the agreed penalty.

**XII. AMENDMENTS TO THE CONTRACT**

Article 14. /1/ This Contract may be amended only by supplementary agreements in writing and signed by both Parties, in accordance with the requirements and limitations of the PPA.

/2/ Amendments to the Contract are permissible in the presence of circumstances arising after the conclusion of the Contract, which neither party could have foreseen, which do not lead to a change of the subject matter of the Contract or changes that are not material - which do not change the price, term and scope of the Contract.

/3/ In the event that unforeseen works arise in the course of the execution of the works, the execution of which is necessary for the qualitative performance of the subject of the Contract, the same may be awarded in the event that their value does not exceed by 45% the total value of the Contract and are precisely justified and accepted by the person exercising investor control in accordance with the order of the Minister of Foreign Affairs No. 95-00-303/03.06.2021.[[4]](#footnote-4)

**XIII. TERMINATION OF THE CONTRACT**

Art. 15. (1) This Contract may be terminated:

1. by exhausting the maximum value or by the expiration of the Contract Term, whichever is earlier;

2. the performance of all obligations of the Parties hereunder;

3. in the event of a complete objective impossibility of performance, for which circumstance the affected Party is obliged to notify the other Party;

4. in the event of the dissolution of a legal entity - Party to the Contract without succession, within the meaning of the law of the country in which the respective entity is established;

(2) the Contract may be terminated:

1. by mutual consent of the Parties expressed in writing;

2. when insolvency or liquidation proceedings are opened for the CONTRACTOR - at the request of the Assignor.

3. unilaterally by the Assignor with one month’s written notice to the CONTRACTOR, without penalty.

Article 16. /1/ Either of the Parties may terminate the Contract in the event of a culpable failure of the other Party to perform a material obligation under the Contract, under the conditions and with the consequences pursuant to Art. 87 et seq. of the Obligations and Contracts Act of the Republic of Bulgaria, by giving written notice by the right Party to the Party in default and fixing an appropriate period for performance. Termination of the Contract shall not be permitted where the unperformed part of the obligation is insignificant in view of the interest of the right Party.

/2/ For the purposes of this Contract, the Parties will consider the CONTRACTOR’s failure to perform a material obligation to be any of the following:

1. when the CONTRACTOR has not commenced performance of the Work within 10[[5]](#footnote-5) (ten) days of the Assignor’s date of written assignment;

2. the CONTRACTOR has unreasonably suspended performance of the Work for more than 15[[6]](#footnote-6) (fifteen) days

3. The CONTRACTOR has materially deviated from the Conditions of Contract/Technical Specification and the Proposal for Performance.

/3/ The Assignor may terminate the Contract only by written notice to the CONTRACTOR and without giving him additional time for performance, if by reason of the CONTRACTOR’s default it has become useless or if the obligation should necessarily have been performed at the agreed time.

Art. 17. In all cases of termination of the Contract, except for the termination of a legal entity - Party to the Contract without succession:

1. The Assignor and the CONTRACTOR shall draw up a Statement of Work for the work performed at the time of termination and the amount of any payments due;

2. The CONTRACTOR undertakes:

(a) to cease the provision of the activities, except for such activities as may be necessary and requested by the Assignor;

(b) to hand over to the Assignor all design work prepared by it in performance of the Contract and/or construction and repair work performed by it up to the date of termination;

(c) to return to the ASSIGNOR all documents and materials that are the property of the ASSIGNOR and have been provided to the CONTRACTOR in connection with the subject of the Contract.

(d) to deliver all construction documents, machinery, equipment and materials for which the Assignor has paid.

Art. 18. /1/ In the event of early termination of the Contract, the Assignor shall pay the CONTRACTOR for the activities actually performed and accepted in accordance with the established procedure, and the CONTRACTOR shall reimburse the Assignor for the unused portion of the funds provided. Where the termination of the Contract is due to the fault of the CONTRACTOR, the CONTRACTOR shall also owe the legal interest on the portion of the provided funds to be returned for the period from the date of termination of the Contract until their return.

/2/ Upon termination of the Contract, the agreed warranties for the successful completion of the works shall be retained and to this end the CONTRACTOR shall issue a Warranty Statement.

 Art. 19. /1/ All disputes that may arise in connection with this Contract - in connection with its performance or interpretation, including disputes arising out of or relating to its invalidity or termination, shall be resolved by the Parties by negotiation between themselves.

/2/ In the event of failure to resolve disputes by negotiation, they shall be subject to judicial review and settlement by the competent court / international arbitration tribunal.

Art. 20. Neither Party may assign any of its rights and obligations under this Contract without the consent of the other Party.

**XIV. GENERAL PROVISIONS**

**Force majeure**

Art. 20. /1/ The Parties shall be exempt from liability for non-performance of their obligations under the Contract when the impossibility of performance is due to force majeure. If a party has been in default, it may not invoke force majeure. Force majeure is an unforeseeable or unavoidable event of an extraordinary nature occurring after the conclusion of the Contract and directly causally related to the non-performance.

/2/ The Party that is unable to perform its obligation due to force majeure shall, within three calendar days of the occurrence of the relevant event, notify the other Party in writing of this circumstance, confirmed in writing by an official authority in accordance with local law and customary practice. In the event of failure to notify, compensation shall be payable for the resulting damage.

/3/ If the force majeure lasts so long that either party no longer has an interest in performance, either party shall have the right to terminate the Contract by 15[[7]](#footnote-7) (fifteen) days written notice to the other party.

**Notices**

 Art. 21. /1/ All notices between the Parties in connection with this Contract shall be in writing and may be given in person or by registered letter, courier or e-mail.

 /2/ For the purposes of this Contract, the contact details and persons of the Parties are as follows:

1. The Assignor

 Address for correspondence: .................................................

 Tel. ............................

 E-mail: ...................................

 Contact person: .......................................

1. The CONTRACTOR

 Address for correspondence: .......................................

 Tel: .......................................

 E-mail:

 Contact person: ....................................

 /3/ The date of notification shall be deemed to be:

1. The date of delivery - upon personal delivery of the notification;
2. The date of the postmark on the return receipt - if sent by post;
3. The date of delivery marked on the courier receipt - when sending by courier;
4. Date of receipt - when sent by e-mail.

/4/ Any correspondence between the Parties shall be deemed valid if sent to the above addresses (including electronic addresses), through the above means of communication and to the above contact persons. In the event of a change in the addresses, telephone numbers and other contact details specified, the Party concerned shall notify the other Party in writing within 7 (seven) days of the change. Failing this, any notice shall be deemed to have been validly given if sent to the addresses, by the means of communication and contact persons described above.

/5/ In case of reorganization without dissolution, change of the name, legal form, registered office, head office, object of activity, term of existence, management and representation bodies of the CONTRACTOR, the latter shall be obliged to notify the Assignor of the change within 7 (seven) days of its entry in the relevant register.

**Nullity of individual clauses**

Art. 22. In the event that any provision of this Contract is invalid or unenforceable, the remaining provisions shall not be affected. The invalid or unenforceable clause shall be replaced by a mandatory rule of law, if any.

**Public statements**

Art. 23**.** The CONTRACTOR shall not make any public statements or announcements, disclose or divulge any information it has obtained in connection with the performance of the work covered by this Contract, whether based on the Assignor’s data and materials or the results of the CONTRACTOR’s work, without the prior written consent of the Assignor, which consent shall not be unreasonably withheld or delayed.

**Language**

Art. 28. /1/ This Contract is concluded in ................................. /language/.

/2/ The applicable language shall be mandatory for use in drafting any documents related to the performance of the Contract, including notices, minutes, reports, etc., and in conducting work meetings. When submitting invoices, statements and reports on the CONTRACTOR’s part, as well as when conducting work meetings, it is permissible to use .............................. /language/.

/3/ Any translation costs into .......................... /language/, if required by the CONTRACTOR or his representatives or employees, shall be borne by the CONTRACTOR.

**Applicable law**

Art. 29. The provisions of applicable.........................(Bulgarian) law shall apply to matters not covered by this Contract.

**Resolution of disputes**

Art. 30. All disputes arising out of or relating to this Contract, including disputes arising out of or relating to its interpretation, invalidity, performance or termination, as well as disputes concerning the filling of omissions in the Contract or its adaptation to newly arising circumstances, shall be settled between the Parties by negotiation, and in the event of disagreement, the dispute shall be referred to the competent court of competent court/arbitration court.

**Attachments:**

**Annex No. 1 -** Technicalspecification;

**Annex No. 2 -** Offer of the CONTRACTOR;

 This Contract was drawn up and signed in two identical counterparts, one for each of the Parties.

**ASSIGNOR: CONTRACTOR:**

**Head of Financial and Administrative Service:**

1. The ASSIGNOR may also provide for an advance payment, for which it may require security, in one of the following forms: cash deposit, bank guarantee or insurance (depending on the usual practice and applicable local law) [↑](#footnote-ref-1)
2. This clause is not binding on the ASSIGNOR. At his sole discretion, the same may be enforced in light of local practice and law. [↑](#footnote-ref-2)
3. If applicable, the individual order shall also be considered. [↑](#footnote-ref-3)
4. See 3 [↑](#footnote-ref-4)
5. The deadlines can be adjusted to the needs of the ASSIGNOR and the specifics of the construction. [↑](#footnote-ref-5)
6. The deadlines can be adjusted to the needs of the ASSIGNOR and the specifics of the construction. [↑](#footnote-ref-6)
7. The deadlines can also be adjusted to the needs of the ASSIGNOR [↑](#footnote-ref-7)