

INTEGRITY PACT

PREAMBLE

GUIDED BY THE UNDERSTANDING of the supremacy of public interest, taking into account the necessity for transparency and for enhancement of the confidence in the award procedures related to public works, public supply and public services,

REALIZING the threat which corruption represents for the successful absorption of EU funds and for the confidence in this process (by undermining institutions, democratic and ethical values and justice, and by jeopardizing sustainable development and legal order,

MAKING THEIR AIM the observance of the principles “set out in the European legislation in the sphere of public procurement and competition law,” the Constitution and mostly the freedom of economic initiative and equal legal opportunities for conduct of businesses, as well as the principles for publicity and transparency, free and fair competition, equality and intolerance to discrimination provided by the Public Procurement Act,

IN ACCORDANCE WITH THE ACHIEVEMENTS of the international and European law, incorporated in the Civil Law Convention on Corruption, the Criminal Law Convention on Corruption, the United Nations Convention against Corruption, and the Convention on Combating Corruption, in which the European Communities public servants and European Union member-states employees are involved, and the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and their leading principles and values of good governance of public affairs and public property, justice,

responsibility and legal equality, as well as necessity for encouraging the culture for rejection of corruption,

CREATING CONDITIONS for achieving the objectives Set out in the national legislation and the respective legal acts of international and European law and ensuring efficient anti-corruption behavior, good governance of the public sector and enhancement of the confidence in public funds expenditures procedures,

NATIONAL COMPANY “STRATEGIC INFRASTRUCTURE PROJECTS”, having its seat and address of management in Sofia, 1618, 215 “Tsar Boris III” Blvd, 9 floor, and UIC 202062287, represented by Asen Antov, Executive Director, hereinafter referred to as the **CONTRACTING AUTHORITY**,

AND

TRANSPARENCY INTERNATIONAL – BULGARIA, UIC 121752288, having its seat and address of management in Sofia 1463, 50 “Sandor Petofi” Str., fl. 1, represented by Kalin Slavov, Executive Director, hereinafter referred to as the **INDEPENDENT OBSERVER** of this **INTEGRITY PACT**

On the basis of a Memorandum of Understanding concluded by and between: National Company “Strategic Infrastructure Projects” and Transparency International – Bulgaria

OPEN FOR ACCESSION

INTEGRITY PACT

In the process of awarding and executing of a public procurement with the subject: "Design and build of Struma motorway Lot 3.1 Zheleznitsa tunnel", hereinafter referred to as „PUBLIC PROCUREMENT" or the "TENDER".

This INTEGRITY PACT is opened for accession to all TENDERERS within the period of its signature by the INDEPENDENT OBSERVER and the CONTRACTING AUTHORITY and until the performance of the public procurement contract.

Accession should be done by submitting a standard application form (Appendix No.1) addressed to the CONTRACTING AUTHORITY and the INDEPENDENT OBSERVER.

By its accession each of the TENDERES becomes irrevocably bound to fulfill with perseverance and in good faith the obligations determined by the INTEGRITY PACT and shall be entitled to take benefits from the possibilities granted by it entirely and only in the morale of principles supported by it.

THE PARTIES AGREE UPON:

PART ONE

RULES AND CONDITIONS FOR IMPLEMENTATION OF THIS PACT

I. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 1 (1) THE PARTIES accept to observe strictly the Public Procurement Act and the European legislation in force in the fields of public procurement and financial management and control over EU funding at any stage of the public procurement procedure with the subject: "Design and build of Struma motorway Lot 3.1 Zheleznitsa tunnel" as well as to exert all efforts to achieve its aims and the aims of this INTEGRITY PACT.

(2) THE PARTIES accept to render active assistance to the supervisory, law protection and judicial authorities, as they realize the particular value of the protected public relations.

(3) THE PARTIES accept to inform each other for all alleged or established infringements or violations connected to all of the stages of the preparation for execution of the procedure of awarding and executing the PROCUREMENT.

Art. 2 (1) THE PARTIES and their employees, including those who have not been assigned direct duties related to the preparation, implementation and supervision over the performance of the PUBLIC PROCUREMENT, are obliged to refrain from any misconduct, pursuant to the objectives of this PACT.

(2) THE PARTIES agree to recommend to all parties, with whom they are in official, employment or contractual relations in connection with the PUBLIC PROCUREMENT process and implementation of the agreement, that they should refrain from any misconduct. As a guarantee for fulfilling this obligation, THE PARTIES are entitled to introduce contractual terms governing the liability arising therefrom into the contracts they conclude.

Art. 3 (1) THE PARTIES are obliged neither to initiate, nor to participate in practices, which have been coordinated with the other tenderers/candidates or with third parties and which violate the regulations for fair competition, with the purpose of gaining for themselves or third parties the contract against the rules and principles of law and in contradiction to its objectives.

(2) THE PARTIES declare that during the public procurement procedure and during the fulfilment of the awarded contract neither they, nor any of their employees shall take advantage of or accept for themselves or third parties any tangible or intangible benefit, which may influence their behaviour during the process of public procurement, both from the other tenderers in the public procurement and the performers, as well as from their related parties.

Art. 4 (1) In order to assess whether the obligations under Art. 1 – 3 have been fulfilled THE PARTIES agree to provide the INDEPENDENT OBSERVER with access to documents related to their participation within the award procedure,

which the INDEPENDENT OBSERVER considers necessary for the performance of its obligations under the PACT, as long as there are no limitations stemming from the relevant legislation, as well as to give response to its written questions under the conditions of confidentiality.

(2) The obligation of the CONTRACTING AUTHORITY under Paragraph 1 encompasses the documents, constituted by applying the Public Procurement Act, as well as the documents composed according to the internal regulations related to the preparation and execution of the public procurement, which have been approved by the CONTRACTING AUTHORITY. The obligation does not concern the documents which the CONTRACTING AUTHORITY has made publicly available.

Art. 5 (1) THE CONTRACTING AUTHORITY is bound to prepare and submit to the INDEPENDENT OBSERVER a list of the natural persons and the legal entities (and of their directly engaged employees), who take part at the preparation and implementation of the PUBLIC PROCUREMENT. THE CONTRACTING AUTHORITY should notify, opportunely, in writing THE INDEPENDENT OBSERVER about the ensued changes.

(2) THE CONTRACTING AUTHORITY provides the INDEPENDENT OBSERVER with information and access, without the voting rights, regarding workshops and sittings, connected to the preparation of the documentation for the procedure of awarding public procurement. THE CONTRACTING AUTHORITY is obliged to provide the INDEPENDENT OBSERVER with drafts of projects of key documents for the execution of the procurement, including but not limited to:

- Contract award notice;
- Technical specifications/ assignments;
- Methodology for determining comprehensive assessment of the tenders under the criterion for the most economically advantageous offer;
- Indications for the tenderers/candidates and requirements for the participation in the procedure;

(3) THE CONTRACTING AUTHORITY provides the INDEPENDENT OBSERVER with access to the correspondence with other organs, connected to the preparation of the PROCUREMENT, including opinions and reports given by the Agency for public procurement, in the execution of its function for ex-ante control under Art. 19 par. 2 p. 22 of the Public Procurement Act.

(4) THE INDEPENDENT OBSERVER shall store the information and this information can be included in its reports in such a form that prevents the identification of any individuals. Any information about a concrete individual can be announced only and solely after receiving the consent of this person.

Art. 6 (1) THE CONTRACTING AUTHORITY is bound to present to the INDEPENDENT OBSERVER the planned and made expenditures concerning the hired external staff (both natural persons and legal entities) regarding the preparation, conduction and implementation of the public procurement, including costs incurred for the previous preparatory consulting procurement, if such exists

(2) THE CONTRACTING AUTHORITY is obliged to provide THE INDEPENDENT OBSERVER also with additional information in case the procedure of procurement is terminated on the ground of Art. 39 par. 1 points 5 and 6.

(3) The information under Paragraph 1 shall be provided upon request on behalf of the INDEPENDENT OBSERVER sent in accordance with a format agreed upon in advance.

Art. 7 (1) The CONTRACTING AUTHORITY is bound to inform the INDEPENDENT OBSERVER about the members of the Awarding Commission appointed by the CONTRACTING AUTHORITY after issuing the order for its appointment.

(2) In the notification form the CONTRACTING AUTHORITY should state information regarding the professional competence of the members of the commission, connected to the subject of the procurement in the view of complying with the requirements set out in Art. 34, par. 2 of the PPA. It shall be pointed whether the latter are in a hierarchical relationship among each other.

(3) THE INDEPENDENT OBSERVER is provided with access to the declarations of the Commission member staff for the circumstances presenting conflict of interests, obeying the restrictions of the Protection of Personal Data Act.

(4) The rules set out in par. 1 - 3 are applicable with regard to the persons or the commission, which THE CONTRACTING AUTHORITY appoints to exercise control over the execution of the contract awarded, under compliance with the Protection of Personal Data Act.

Art. 8 (1) The CONTRACTING AUTHORITY is obliged to provide the INDEPENDENT OBSERVER with the report, and the Protocols of the Awarding Commission proceedings respectively, including reservations, if such exists within the applicable periods under the PPA for publishing of information in the "Call for Tenders" section on the web page of THE CONTRACTING AUTHORITY.

(2) The INDEPENDENT OBSERVER proceeds with its analysis and prepares the reports in such a way that it prevents the announcement of its particular members' standpoints and opinions.

Art. 9 The TENDERER accepts to provide access to the INDEPENDENT OBSERVER of the documentation prepared in relation with its public procurement participation after the work of the Awarding Commission has finished and upon request on behalf of the INDEPENDENT OBSERVER.

Art. 10 (1) Upon request on behalf of the INDEPENDENT OBSERVER, the TENDERER is bound to submit a full, detailed and reliable list of the hired external staff (both natural persons and legal entities) and outsourced services, which have been used in the preparation and during the participation within the PUBLIC PROCUREMENT and during the fulfilment of the awarded contract as well as regarding the circumstances imposing a potential change of the external contractor.

(2) In case that contracting parties of the TENDERER are legal entities, they should thoroughly state name by name the people they engage directly for accomplishing their obligations towards the TENDERER.

(3) Upon request on behalf of the INDEPENDENT OBSERVER, the TENDERER is bound to submit a statement of its expenditure for expertise, prepared in relation with the preparation for its public procurement participation under par. 1 in a format agreed upon in advance.

(4) The TENDERER accepts that the reporting period shall be in conform with the reporting period of the INDEPENDENT OBSERVER.

Art. 11 The TENDERER agrees that by application of Art. 70 of the Public Procurement Act the detailed written motivation of its offer shall be submitted to the INDEPENDENT OBSERVER for the purpose of its analytic activity and the preparation of reports after the decision of THE CONTRACTING AUTHORITY awarding of the public procurement contract.

Art. 12 (1) The TENDERER agrees that in case it shall be awarded with the contract, the CONTRACTING AUTHORITY shall grant access to the INDEPENDENT OBSERVER of the Awarded Contract together with all enclosures and documents it refers to.

(2) The regulations of Paragraph 1 shall apply to all amendments of the agreement under Paragraph 1.

(3) Under Paragraph 1 only the information protected by law should not be announced as well as the information that is not an object of this PACT.

(4) In order to fulfil the obligations under Paragraph 1, the INDEPENDENT OBSERVER, the CONTRACTING AUTHORITY and the TENDERERS maintain record keeping, in which they preserve the documents exchanged in writing, including those submitted via e-mail.

Art. 13 (1) The PARTIES accept that the exchange of correspondence for the entire duration of the PACT, including the implementation stage and the warranty period, should be accessible by the INDEPENDENT OBSERVER on request. This obligation concerns also the statements, which the CONTRACTING AUTHORITY and the Contractor have created and exchanged during the execution of the Awarded Contract in case the Contractor has acceded to the INTEGRITY PACT.

(2) THE INDEPENDENT OBSERVER should keep a record of the workshops held and control of work done which he shall submit to the CONTRACTING AUTHORITY.

II. ENCOURAGEMENT FOR ACCESSION TO THE INTEGRITY PACT

Art. 14 (1) THE CONTRACTING AUTHORITY should keep a WHITE LIST of the TENDERERS in the PACT.

(2) In the WHITE LIST the CONTRACTING AUTHORITY should enter:

1. The tenderers within the PUBLIC PROCUREMENT PROCEDURE;
2. The tenderers, who have accessed the INTEGRITY PACT;
3. The tenderers to whom the Contract has been awarded;
4. The erasures made from the WHITE LIST and the reasons for them.

(3) The CONTRACTING AUTHORITY leads an active policy to promote the WHITE LIST and the principles of the integrity policy in ways which he deems suitable in the light of his activity.

(4) The CONTRACTING AUTHORITY maintains public access to the WHITE LIST through its website, at least in the "Call for Tenders" section and informs contracting authorities within the European Union and with similar businesses to its own about the inscriptions it has made in the WHITE LIST.

(5) The CONTRACTING AUTHORITY erases the inscription of the particular TENDERER in the cases when the INDEPENDENT OBSERVER has ascertained a violation of the INTEGRITY PACT regulations. The deletion/withdrawal is done on the grounds of motives, submitted by the INDEPENDENT OBSERVER to the CONTRACTING AUTHORITY.

(6) THE INDEPENDENT OBSERVER publishes on his electronic page the manual “INDICATORS FOR TRANSPARENCY AND INTEGRITY UNDER PUBLIC PROCUREMENT” with the aim of providing detailed information for the mechanism of actions of the INTEGRITY PACT.

III. SUPERVISION OVER THE PERFORMANCE OF THE INTEGRITY PACT

Art. 15 (1) The PARTIES agree that if a TENDERER has been awarded with a contract, the INDEPENDENT OBSERVER shall be entitled to attend the meetings between the CONTRACTING AUTHORITY and the Contractor, as well as the execution of actual activities related to the performance of the contract.

(2) The CONTRACTING AUTHORITY provides the INDEPENDENT OBSERVER with a schedule of the activities related to the execution of the contract, as well as with a schedule of the meetings planned. Any amendments of the schedules should be announced on the day of their occurrence.

(3) The CONTRACTING AUTHORITY should also notify the INDEPENDENT OBSERVER and the TENDERERS in the PACT about the site operation of the subject of PUBLIC PROCUREMENT.

(4) The tenderers in the INTEGRITY PACT are entitled to send reasoned opinions of their own or complaints for unlawful conduct to the INDEPENDENT OBSERVER in the process of awarding or performing the contract.

(5) THE INDEPENDENT OBSERVER may invite the persons, mentioned in the complaints under par. 4 for verifying facts and circumstances (indicated by them).

Art. 16 (1) In order to achieve the objectives of the PACT immediately after its signing the TENDERER should designate a person in a managing position, who shall be responsible for applying the regulations of the PACT.

(2) The persons under Paragraph 1 carry out an internal monitoring over any violation of the INTEGRITY PACT, as well as over the internal statements related to the anti-corruption policy upon:

1. Its own initiative;
2. The initiative of the CONTRACTING AUTHORITY;
3. The initiative of the INDEPENDENT OBSERVER.

(3) The persons under par. 1 notify in writing the INDEPENDENT OBSERVER about the internal monitoring results under par. 2.

IV. MEASURES IN CASE OF MISCONDUCT

Art. 17 (1) The INDEPENDENT OBSERVER shall recommend to the parties measures for prevention and elimination of violations in the procurement procedure for awarding the procurement or in the stage of performance of the contract or acts of misconduct under this PACT.

(2) The presence of misconduct for each particular case shall be assessed by the INDEPENDENT OBSERVER on the grounds of its professional experience and all data he has acquired, which he has considered in their entirety and interaction and which he has assessed on the basis of positive law as well as according to the morale and objective of this PACT and the legal framework it is founded.

(3) In the cases where a violation or misconduct or a precondition for misconduct have been established, the INDEPENDENT OBSERVER shall notify the CONTRACTING AUTHORITY and/or the TENDERER.

Art. 18 (1) In the cases where misconduct represents a disciplinary breach the CONTRACTING AUTHORITY and the TENDERER shall be unconditionally obliged to immediately initiate appropriate internal proceedings for clarifying the actions of their employees.

(2) The CONTRACTING AUTHORITY and the TENDERER should duly notify the competent institutions and assist them in exercising their monitoring and sanctioning powers when the breach or occurrence of misconduct constitute an administrative or a criminal offence.



PART TWO
STATUS OF THE INDEPENDENT OBSERVER

I. GENERAL PROVISIONS

Art. 19 The CONTRACTING AUTHORITY and EACH TENDERER, who has joined this PACT, should agree that “TRANSPARENCY INTERNATIONAL – BULGARIA” can exercise its functions as the INDEPENDENT OBSERVER.

**II. RIGHTS AND OBLIGATIONS
OF THE INDEPENDENT OBSERVER**

Art. 20 (1) The INDEPENDENT OBSERVER:

1. Shall observe the actions in the course of preparation of the documentation for the start of the procedure for awarding public procurement, the results of the work done by the commission for assessment of the offers, the actions of THE CONTRACTING AUTHORITY in awarding of the contract;
2. Shall assess the conformity of the public procurement procedure with the requirements of the current legislation and to the regulations of this PACT;
3. Shall make recommendations for prevention and elimination of established violations in the procedure for awarding the public procurement, as well as during the execution of the contract;

4. Shall observe the actions of the CONTRACTING AUTHORITY and the CONTRACTOR in the process of the execution of the contract;
5. Shall prepare a report for the observance conducted and discloses publicly the results of his activity;
6. Shall give common recommendations with the aim of improving efficacy and transparency of the CONTRACTING AUTHORITY's policy for awarding contracts as well as anti-corruption policies of the CONTRACTOR;
7. Shall make public the results of its work.

(2) The information available to the INDEPENDENT OBSERVER shall be used entirely and only for the purpose of its reports preparation. The information shall be kept and processed in statistical form under the conditions of confidentiality and shall be presented in summarized analytical reports.

Art. 21 (1) In order to fulfil its duty under Art. 23 THE INDEPENDENT OBSERVER is entitled:

1. By means of its employees and/ or experts to attend the particular activities in the cases, provided for in this PACT;
2. To demand and verify documents related to the award preparation procedure, which are on the CONTRACTING AUTHORITY, the TENDERER or third parties, alluded to in this PACT.
3. To address written inquiries to the CONTRACTING AUTHORITY and the TENDERERS regarding specific issues of interest for it;
4. To request from the CONTRACTING AUTHORITY or the TENDERER to hold internal procedures for establishing possible violations made;
5. To conduct anonymous questionnaires among the employees of the CONTRACTING AUTHORITY, the TENDERES, as well as the counterparties that are directly engaged in the procurement, in connection to the procedure of its awarding insofar as the PARTIES accept that such are relevant for obtaining

additional information regarding the application of the current PACT and for receiving data for the preparation, awarding and the execution of the procurement. The questionnaires are conducted under compliance with the standards for confidentiality of the answers;

6. To make recommendations for suspension of activities contradicting to the rules of acceptable behaviour and of fair competition and/or to violate the principles of free and fair competition, publicity and transparency, equality and prevention of discrimination;

7. To approach the competent institutions in the cases where the probability of a committed crime is high.

8. In case a conflict or disagreements arise between the CONTRACTING AUTHORITY and the TENDERERS, the INDEPENDENT OBSERVER shall cooperate for their overcoming by using mediation and other similar means.

(2) All information, which has become known to the INDEPENDENT OBSERVER while accomplishing its duties under Paragraph 1 he shall treat as confidential and shall take all reasonable care to protect it and not to provide third parties access to it.

(3) The information under Paragraph 2 shall be kept by the INDEPENDENT OBSERVER no longer than 2 months after the final report under this PACT has been prepared.

Art. 22 For the duration of this PACT, including during the fulfilment of the Awarded Contract, the CONTRACTING AUTHORITY and the TENDERER shall agree to fully support the INDEPENDENT OBSERVER within the limits, provided in accordance with its status and its specific rights and obligations under this PACT, and shall undertake actions in accordance with its recommendations for abiding the applicable legislation, the regulations of documents that govern the relationship with the funding of the activities over the project and the internal rules and procedure.

III. ACCOUNTABILITY OF THE INDEPENDENT OBSERVER

Art. 23 (1) The INDEPENDENT OBSERVER shall prepare at least an introductory, intermediate and final report on its activities by reflecting, respectively, the phases of preparation, awarding and executing the public procurement.

(2) The final report of the INDEPENDENT OBSERVER shall include the summarized information from its periodic reports and its assessment of the PUBLIC PROCUREMENT PROCEDURE with regard to the requirements of the current legislation and the regulations of this INTEGRITY PACT.

(3) The drafts of the reports done by the INDEPENDENT OBSERVER shall be submitted to the CONTRACTING AUTHORITY for a standpoint before spreading and publishing them.

(4) The INDEPENDENT OBSERVER shall publish its reports on its website after their preparation in accordance with the Protection of the Personal Data Act.

PART THREE MISCELLANEOUS

Art. 24 To the needs of this PACT:

1. MISCONDUCT means:

a) Any behavior, which can negatively influence the judgment and motivation of the CONTRACTING AUTHORITY, of its employees, of the TENDERER or of third parties including behavior permitted by law, but incompatible with the good practices, ethics, morale and purposes of this PACT;

b) Sharing of information made known during the performance of this PACT or within the public procurement procedure or during the fulfillment of the awarded contract on behalf of a TENDERER, the CONTRACTING AUTHORITY, their

employees, contracting or subcontracting parties with the TENDERER, the CONTRACTING AUTHORITY or third parties.

2. TENDERER in the INTEGRITY PACT is a participating party within the public procurement procedure or a contractor of the awarded contract, which has joined this INTEGRITY PACT.

3. PARTIES of the INTEGRITY PACT are: the CONTRACTING AUTHORITY, which has adopted the decision for opening of the PUBLIC PROCUREMENT PROCEDURE and the TENDERERS in the PACT.

4. Communication between the PARTIES shall be made in writing or via e-mail. A registry shall be maintained for all statements of communication, including the ones exchanged via e-mail. For the purposes of this PACT registry shall also include the registry of documents normally maintained by the parties.

Art. 25 (1) This PACT generates its effect for the CONTRACTING AUTHORITY and the INDEPENDENT OBSERVER from the moment of its signing, and for every single TENDERER separately, in the submission of a declaration form of its acceptance (Appendix №1 to this PACT).

(2) The declaration form of acceptance under Paragraph 1 should state an unconditional and irrevocable commitment to join the INTEGRITY PACT with no arrangements nor reservations made regarding the form and content announced by the CONTRACTING AUTHORITY and the INDEPENDENT OBSERVER.

(3) The declaration form of acceptance under Paragraph 1 should be made in writing by the person, responsible for representing the TENDERER within the PUBLIC PROCUREMENT PROCEDURE and should be submitted in two identical copies- one to the CONTRACTING AUTHORITY and one to the INDEPENDENT OBSERVER. The declaration forms of acceptance sent by the TENDERERS and the PACT should be kept for at least the same period as the one for keeping the documentation regarding the PUBLIC PROCUREMENT PROCEDURE and the fulfillment of the awarded contract.

Art. 26 THE PACT terminates its activity by submitting information to the Public Procurement Agency regarding the final execution of the contract of public procurement or in case a decision has entered into force regarding termination for awarding the procedure or after termination of the contract for execution, and no later than September 30, 2019.

Art. 27 THE CONTRACTING AUTHORITY is obliged to provide a certified copy of this PACT, signed by him and the INDEPENDENT OBSERVER to each of the persons joined, to the address indicated for correspondence during the process of awarding PUBLIC PROCUREMENT as well as a list with the persons joined.

Art. 28 With the initiation of the PACT for signature, the CONTRACTING AUTHORITY shall publish this INTEGRITY PACT on the "Call for Tender" section of its web page and shall ensure that each person possesses a copy of it and access to the documentation of the PUBLIC PROCUREMENT.

Art. 29 All disputes regarding interpretation and fulfilment of this PACT shall be solved in course of negotiations. The PARTIES agree that before initiating Court proceedings, they will make the effort to solve the dispute through alternative means such as mediation for which the INDEPENDENT OBSERVER will cooperate.

Art. 30 The applicable substantial law shall be Bulgarian law as well the European and international legal acts cited in the Preamble of this PACT regarding their provisions directly applicable. The interpretations of this PACT shall be made in accordance with their founding principles, objectives and morale.

FOR THE PURPOSES OF THE OBJECTIVES AND THE PRINCIPLES laid down in Part One of this INTEGRITY PACT under the terms agreed upon in Part Two and Part Three, in accordance with the applicable law,

today, 30.11.2015,

The CONTRACTING AUTHORITY and the INDEPENDENT OBSERVER declare their intent to apply the INTEGRITY PACT in its entirety regarding all actions of

selection, awarding and fulfilling the procedure for public procurement with the subject of: "Design and build of Struma motorway Lot 3.1 Zheleznitsa tunnel".

FOR THE NATIONAL COMPANY
"STRATEGIC INFRASTRUCTURE
PROJECTS"

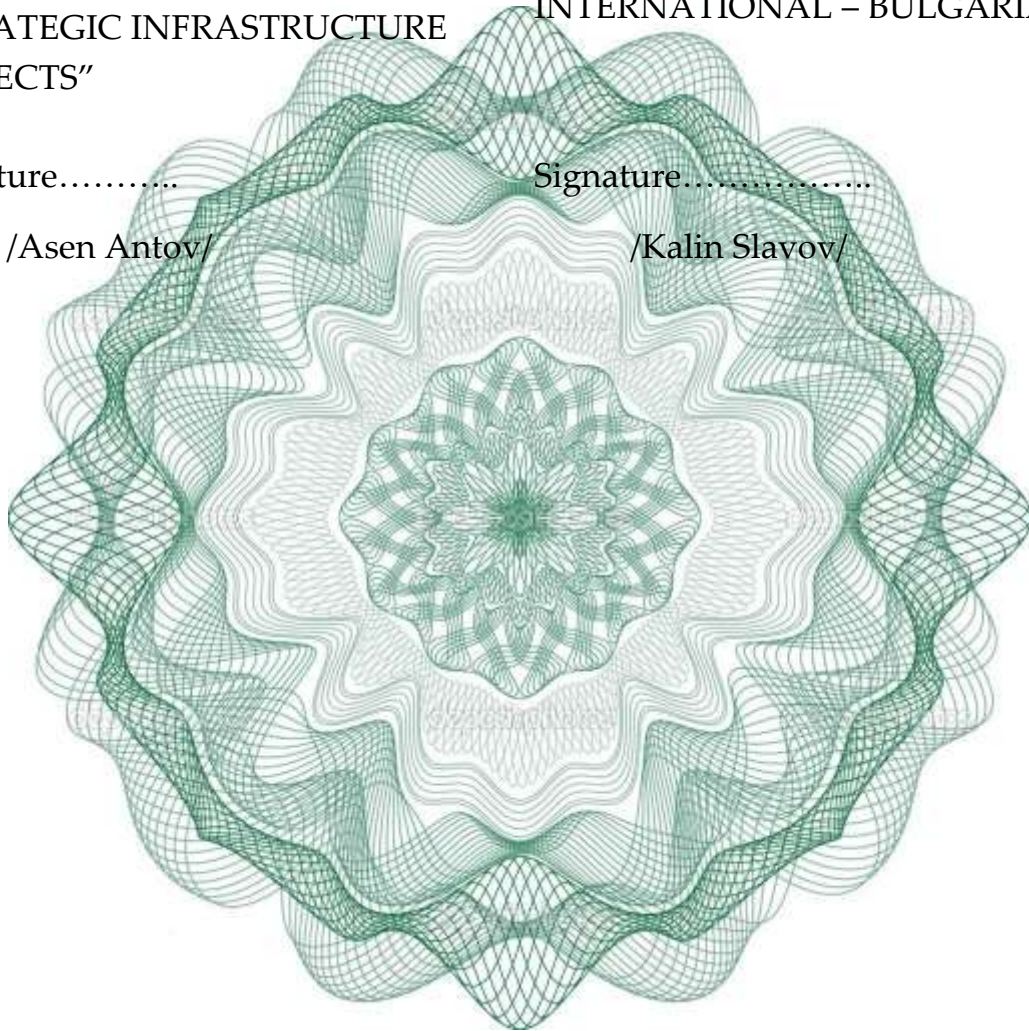
FOR TRANSPARENCY
INTERNATIONAL – BULGARIA

Signature.....

/Asen Antov/

Signature.....

/Kalin Slavov/



Appendix No. 1

Application form for accession to the Integrity Pact

TO THE ATTENTION OF
NATIONAL COMPANY "STRATEGIC INFRASTRUCTURE PROJECTS"
(CONTRACTING AUTHORITY)
TRANSPARENCY INTERNATIONAL - BULGARIA
(INDEPENDENT OBSERVER)

APPLICATION FORM

Submitted by

.....(name of the Tenderer)

..... (seat and address of management)

UIC.....

REPRESENTED BY

...(name) ... (position of the legal representative)

DEAR LADIES AND GENTLEMEN,

By submitting the present application I wish and give the irrevocable consent on behalf of „.....“ represented by me to access the Integrity Pact signed on between the NATIONAL COMPANY and TRANSPARENCY INTERNATIONAL - BULGARIA acknowledging the obligation to fulfill with perseverance and in good faith all obligations set forth in the INTEGRITY PACT.

I declare that „.....“ shall benefit from the possibilities given by the INTEGRITY PACT entirely and only in the morale of the principles supported by it.

Date:

Sincerely:

(representing the „.....“)