

.....<sup>9th</sup> of May 2017

**AES – 3C Maritza East I EOOD**

**and**

**Alstom Infrastructure Romania S.R.L.**

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**CONTRACT FOR SUPPLY OF  
SPARE PARTS AND ELEMENTS MANUFACTURED BY ALSTOM INFRASTRUCTURE  
ROMANIA SRL ACCORDING TO ENCLOSED TECHNICAL SPECIFICATION**

**CONTRACT NUMBER:** 032-14-PPL

This Contract is made on this 9<sup>th</sup> day of May, 2017

**BY AND BETWEEN:**

- (1) AES – 3C Maritza East I EOOD, a one-person private limited company registered in the Commercial Register with the Registry Agency under Unified ID Code (UIC) 123533834, having its headquarters and registered office in the town of Galabovo 6280, Galabovo Municipality, Stara Zagora region, Bulgaria, represented by Todor Belezhev, in his capacity as Plant Manager AES Bulgaria (hereinafter referred to as the "Contracting Entity") of the one part

AND

- (2) Alstom Infrastructure Romania S.R.L, a company registered in National Trade Register Office under UIC J40/18785/16.07.1992, having its headquarters and registered office at Bd. Dimitrie Cantemir No. 1, Sitraco Center, Building B2, Entrance 2-3, Floor 3, 040231 Bucharest, Romania, represented by Cristian Colteanu, in his capacity as authorized representative, (hereinafter referred to as the "Contractor") of the other part,

(each a "Party" and collectively the "Parties").

**WHEREAS:**

- (A) The Contracting Entity owns and operates a coal-fired power plant called TPP "AES Galabovo", located on the site of the Contracting Entity (as defined below) at Galabovo 6280, Galabovo Municipality, Stara Zagora region;
- (B) This document and the attachments shall constitute the agreement between the Contracting Entity and the Contractor in respect of supply of Goods

**THE PARTIES HAVE AGREED AS FOLLOWS:**

**GENERAL PROVISIONS:**

**1. Definitions and Interpretations**

In this Contract, the following words and expressions will have the following meanings:

„**Contracting Entity**“ means the Party designated as such herein, including its legal and private successors.

„**Due diligence**“ means that level of skill, diligence, prudence, foresight, care and working practices that should reasonably and ordinarily be expected from a skilled and experienced provider, meeting the requirements of the applicable law (dealing with the same type of activity as that of the Contractor under the same or similar circumstances).

„**Delivery Date**“ means the agreed date or deadline for delivery.

„**VAT**“ means value added tax, the amount of which is defined in the Value Added Tax Act.

„**Delivery**“ means the delivery of Goods under this Contract on the site of the Contracting Entity or any other place designated by the Contracting Entity, or specified herein as the place of supply of Goods as well as carrying out installation and/or other related supply activities to the satisfaction of the Contracting Entity. "Supply" and "Delivered" shall be construed accordingly.

„**Binding provisions**“ include any law, statute, rules, regulations or regulatory powers, delegated authority or other arrangements, with any amendments thereto, and any other acts the adoption of which such provisions provide for.

„**PPA**“ means the Public Procurement Act.

„**Contractor**“ means the party designated as the contractor under a public procurement contract in accordance with decision 61/13.04.2017 on the ranking of tenders and selection of a contractor by the Contracting Entity, and which is engaged by the Contracting Entity to deliver Goods including its legal and private successors.

„**Intellectual property**“ means copyright and all rights granted under any law or regulation or any other binding act in respect of inventions (including patents) registered and unregistered trademarks, registered and unregistered designs, schemes and confidential information, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

„**Required Approvals**“ means all permits, licenses, permissions, consents, approvals and certificates (whether by law or not) which are necessary to meet any of the obligations of the Contractor under this Contract pursuant to the law or as a result of third party rights.

„**Unforeseen circumstances**“ means circumstances that have arisen after the conclusion of the Contract and are not the result of an act or omission of the Parties, which could not have been foreseen through due care and which renders execution of the agreed terms impossible.

„**Total Contract price**“ or „**Price**“ means the price of this contract agreed to be paid by the Contracting Entity to the Contractor under the Contract in accordance with the terms hereof and their respective amendments (if any).

„**Site of the Contracting Entity**“ means TPP "AES Galabovo" located at the address of the Contracting Entity.

„**Subcontractor/s**“ means the person or persons specified in the tender of the Contractor as a subcontractor, or any person, whom the Contractor has assigned to deliver part of the Goods as a subcontractor in accordance with the provisions of the Public Procurement Act.

„**Purchase Order**“ or „**Order**“ means a delivery order set to the Contractor with a Purchase Order Form. „**Business Day**“ means any day other than Saturday, Sunday and a public holiday.

„**Payment timeframe**“ means the period indicated in Article 3.3 hereof, unless a longer period has been specified in the offer the Contractor. In this case, the period specified in the offer shall apply.

„**Goods**“ means all Goods to be delivered under this contract together with all accessories and/or services accompanying their delivery according to technical specification of the Contracting Entity.

„**Technical specification**“ means a technical specification and conditions of the Contracting Entity, which is an attachment to and an integral part of the Contract.

„**Force majeure**“ means fire, explosion, earthquake, extremely harsh weather conditions, war, hostilities, rebellion, revolution, insurrection, military or usurping power, civil war, terrorist attack, events caused by aircraft or objects dropped by them, civil unrest, riots, government actions, unexpected or unforeseen at the date of this contract, or any combination of the

above factors insofar as these are beyond the reasonable control of a Party and prevent the Party from meeting its obligations arising from this contract. "Force majeure" will also be considered any circumstances constituting force majeure within the meaning of Art. 306 of the Commercial Act.

The headings herein shall only be indicative.

## **2. Subject of the Contract**

The Contracting Entity assigns and the Contractor agrees against the price mentioned hereunder to transfer ownership and deliver to the Contracting Entity the Goods specified in the Special Conditions (Appendix 1), the Technical Specification (Appendix 2), the Proposal for Public Procurement Order Execution, (Appendix 3), the Offered Price (Appendix 4) and the public procurement implementation conditions, which are an integral part of this contract, subject to the agreed terms and conditions.

## **3. Goods price and payment**

- 3.1. The price of the Goods is the amount specified in the Special Conditions (Appendix 1). This price is the final and maximum price payable by the Contracting Entity for the entire duration of this Contract and subject to adjustment only in the cases expressly provided for in the Public Procurement Act.
- 3.2. The price under Article 3.1 includes all costs of the Contractor, including transportation costs for delivery and installation (if applicable) of the Goods to the site of the Contracting Entity or the Contracting Entity's warehouse located at the address specified in the Special Conditions (Appendix 1).
- 3.3. The Contracting Entity will pay the price to the Contractor within thirty (30) days from the delivery date and the cumulative fulfillment of the following conditions:
  - (a) The Contractor shall submit the original of a tax invoice in accordance with the requirements of the Accounting Act; and
  - (b) The Contractor shall submit all required documents related to the Goods (where applicable) listed in tender documentation, such as, but not limited to certificates of quality, instructions for operation, installation and dismantling of the Goods, warranty and/or service book and/or any other documents related to the type of Goods and the requirements in the technical specification; and
  - (c) an inspection of the Goods performed by the Contracting Entity; and
  - (d) an acceptance certificate signed by both Parties after inspection and acceptance of the Goods without any objections, including at least the following information (date on which the Goods have been delivered, type of Goods, quantity of Goods, related documentation);
- 3.4. All payments under this Contract shall only be made by bank transfer/s to an account of the Contractor specified in the Special Conditions (Appendix 1).
- 3.5. The Contractor shall immediately notify the Contracting Entity in writing of any changes in the bank information under clause 3.4. Otherwise, all payments made by the Contracting Entity shall be deemed to have been duly effected.

- 3.6. When Goods are delivered in several lots or pursuant to individual Orders of the Contracting Entity, the provisions of Art. 3.2 through Art. 3.4 shall be applicable to each individual lot or actual delivery.

#### **4. Term of the Contract**

Present contract shall be in effect for the period specified in the Special Conditions (Appendix 1).

#### **5. Delivery terms and delivery times**

- 5.1. The Contractor shall deliver the Goods to the Contracting Entity in the manner specified in the Special Conditions (Appendix 1).
- 5.2. The Contractor shall deliver the Goods to the Contracting Entity at the address specified in the Special Conditions (Appendix 1).
- 5.3. Regardless of the manner of delivery of the Goods (in full as a single lot, in several lots or pursuant to individual Orders of the Contracting Entity), the Contractor shall notify the Contracting Entity of the delivery and scheduled time in the manner, specified in the Special Conditions (Appendix 1).
- 5.4. Unless otherwise agreed by the Parties in writing, Goods shall only be accepted by the Contracting Entity between 9am and 4pm on working days. If Goods are supplied in lots, the delivery period shall be agreed by the Parties in the Special Conditions.
- 5.5. If the delivery of Goods is performed in lots or pursuant to Orders of the Contracting Entity, the times for such deliveries of Goods shall be indicated in the Special Conditions (Appendix 1) or as specified in the Purchase Order Forms." If the Contractor delivers the Goods in lots or pursuant to Orders of the Contracting Entity, unless otherwise agreed, the Contracting Entity may refuse to accept the quantity of Goods in excess of the quantities included in any lot or Purchase Order. The refusal of the Contracting Entity needs not be motivated but the Parties shall sign a certificate thereof, stating that the Contractor has delivered the Goods in quantities exceeding the contracted quantity.
- 5.6. The Contracting Entity shall send to the Contractor Purchase Orders electronically to an electronic address specified by the Contractor, by post or by courier or in any other manner agreed between the Parties. The Contractor shall confirm receipt of the Purchase Order.
- 5.7. If the Contractor fails to confirm explicitly receipt of a Purchase Order, the purchase order shall be deemed accepted and confirmed by the Contractor on the date on which the Contracting Entity has sent it. The Purchase Orders sent according to Art. 5.5 and Art. 5.6 have no impact on the date of contract entering into force and on the delivery time of the spare parts.
- 5.8. The persons who shall represent the Contractor upon delivery of Goods shall be listed in the key personnel of the Special Conditions (Appendix 1).
- 5.9. The persons mentioned in the preceding clause can be changed by the Contractor, and the Contractor shall notify the Contracting Entity in advance in writing of such a change within five (5) days prior to delivery and acceptance of the Goods.

#### **6. Rights of the Contracting Entity**

- 6.1 The Contracting Entity has the right to receive the Goods against the contract price in accordance with the terms and conditions hereof.



- 6.2. The Contracting Entity shall be entitled to perform inspections to the Goods at each stage of implementation of this contract concerning quality, quantity, technical parameters, to make sure that the Goods are in compliance with the Technical Specification (Appendix 2) and the Proposal for Public Procurement Order Execution (Appendix 3), which are an integral part hereof.
- 6.3. If the Goods do not meet the Technical Specification (Appendix 2) and/or the Proposal for Public Procurement Order Execution (Appendix 3), the Contracting Entity may refuse to accept the Goods referring to Art. 12.
- 6.4. In case of such refusals mentioned in Art. 6.3, the Contracting Entity shall not be liable to pay the Price or the relevant part of it. The refusal to accept any Goods will be based exclusively on non-fulfillment by the Contractor of his obligations according to the present Contract.
- 6.5. The Contracting Entity may ask the Contractor to enter into a Subcontract with the Subcontractor/s mentioned in the tender of the Contractor (if the Proposal for Public Procurement Order Execution (Appendix 3) and the terms and conditions for fulfillment of the public procurement provide for it).
- 6.6. The Contracting Entity requires from the Contractor, its employees, representatives, and its Subcontractors (if applicable) to comply with the access rules for third parties to the site of the Contracting Entity as well as to meet the requirements and obligations related to health and safety of the workers and the life and health of any other persons on the site of TPP AES Galabovo.

## **7. Obligations of the Contracting Entity**

- 7.1. The Contracting Entity shall pay the Contractor the price of Goods supplied under the terms and conditions hereof.
- 7.2. The Contracting Entity shall render the necessary assistance to the Contractor related to the execution of this Contract and following a request in writing by the Contractor, the Contracting Entity shall provide the Contractor with any information required for that purpose.
- 7.3. Unless otherwise agreed, the Contracting Entity shall provide to the Contractor access to the place of delivery after obtaining the permits for such access, where these are required by the binding provisions.
- 7.4. The parts or goods provided and services performed hereunder are not intended for application (and will not be used) in connection with any nuclear installation or activity and the Contracting Entity warrants that it will not use the parts or goods or services for any such purpose, or permit others to use the parts or goods or services for any such purpose.
- 7.5. The Contractor's obligations are conditioned upon Contracting Entity's Compliance with all European Union, US and other applicable trade control laws and regulations.

The Contracting Entity shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition equipment, materials, services, technology, technical data, software, or other information or assistance or product thereof furnished by the Contractor under this Contract other than in and to AES Galabovo Site.

The Contracting Entity hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product thereof furnished by the Contractor under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons, either by the Contracting Entity or by any entity acting on the Contracting Entity's behalf.

**8. The Contractor shall be entitled:**

- 8.1. To obtain the Price for delivery of the Goods after their acceptance and approval without comments by the Contracting Entity under the terms and within the timeframes specified herein;
- 8.2. To obtain from the Contracting Entity the information that the Contractor needs for fulfillment of its obligations under this Contract. The request for information shall be submitted in writing.

**9. The Contractor undertakes:**

- 9.1. To transfer ownership of the Goods to the Contracting Entity and to deliver the Goods according to the agreed terms and timeframes;
- 9.2. To deliver to the Contracting Entity Goods of type, quality, quantity and technical data in accordance with the Technical Specification (Appendix 2) and the other requirements for delivery fulfillment;
- 9.3. To deliver the Goods to the Contracting Entity in the manner specified by the Contracting Entity - in full as a single lot, in several lots or pursuant to individual orders of the Contracting Entity;
- 9.4. To notify the Contracting Entity of the delivery in advance in accordance with the terms and conditions specified in Article 5 hereof;
- 9.5. If applicable, to deliver the Goods to the place of delivery within one working day;
- 9.6. If applicable, to ensure the presence of its representative/s and representatives of its Subcontractor/s during acceptance of the Goods;
- 9.7. To notify the Contracting Entity in writing as soon as possible in case it is unable to deliver the Goods in accordance with the Technical Specification (Appendix 2), the terms of completion, the agreed or ordered quantities or the delivery date;
- 9.8. To remedy at its expense by replacing or otherwise all defects, faults, errors or omissions in the Goods that might occur within the warranty period offered by the Contractor;
- 9.9. To respect and fulfill the requirements and obligations related to ensuring health and safety of the employees at the site of the Contracting Entity, and to protect the life and health of third parties at the site of TPP AES Galabovo;
- 9.10. To fulfill its obligations under this Contract with due diligence;
- 9.11. To perform its duties under this Contract without disturbing the activities of any staff and other persons working close to the site of the Contracting Entity;
- 9.12. To observe and comply with the conditions of access for third parties at the site of TPP AES Galabovo.

**10. Ordering procedure**

Where applicable, the Contracting Entity will send Purchase Orders/s to the Contractor.

## **11. Contractor warranties**

11.1. The Contractor shall guarantee that the delivered Goods:

- (a) will be in full compliance with the Technical Specification (Appendix 2), the Proposal for Public Procurement Order Execution (Appendix 3) and the Offered Price (Appendix 4) of the Contractor;
- (b) will meet the quality requirements and will be fit for the intended purpose;
- (c) will comply with the relevant binding regulations;

And also that for each delivery the Contractor shall apply the necessary professional experience and diligence that may reasonably be expected by a qualified and competent supplier with experience in carrying out similar supplies of similar size, scope, nature, value and complexity, and that it will invest sufficient resources for the full implementation of its obligations

11.2. The Contractor shall ensure that no third parties shall have ownership rights or any other rights or claims in respect of the Goods.

11.3. Without limitation to the provisions under clauses 11.1 and 11.2, the Contractor shall ensure that:

- (a) it will complete each delivery of Goods by the relevant delivery date;
- (b) it will always perform delivery of Goods with due diligence;
- (c) It will provide all the manpower it will ensure that all the staff employed in the delivery the Goods is qualified, trained and experienced for such delivery;
- (d) it will make delivery of Goods in full compliance with applicable legal requirements, technical specifications and requirements, which are an integral part hereof and also it will provide all necessary approvals;
- (e) it will comply with all reasonable instructions given by the Contracting Entity in connection with the delivery of the Goods;
- (f) it will fulfill the procedures and requirements of the Contracting Entity for health, safety and environmental protection introduced at the site of the Contracting Entity and it will take all necessary precautions to protect the health and safety of all persons, including its own staff, the staff of the Contracting Entity and of TPP AES Galabovo as well as the population that may be affected by the actions of the Contractor while performing delivery of Goods;

11.4. The Contracting Entity may remove the Contractor from the site of the Contracting Entity if the Contractor violates the health and safety requirements established at the site of the Contracting Entity.

11.5. The Contractor warrants that the Goods delivered under this Contract (Supplies) (a) under normal and proper use maintenance will be free from defects in material and workmanship, (b) will be free of defects in title, and (c) will conform to the specification contained in the Contract.

## **12. Terms and conditions for delivery and acceptance of the Goods. Claims.**

12.1. Unless otherwise agreed, handover and takeover of Goods shall be done by persons designated by the Parties within the working day at the agreed place of delivery.



- 12.2. In respect of Goods not covered by a guarantee period, the Contracting Entity may make claims for hidden defects, faults and non-conformity of the Goods within 60 (sixty) days from the date of delivery acceptance.
- 12.3. If during inspection of the Goods the Contracting Entity identifies any faults, defects and/or any other discrepancies of the Goods with regard to the Technical Specification (Appendix 2) and/or the Proposal for Public Procurement Order Execution (Appendix 3), the Contracting Entity shall within the period specified under Article 12.2 notify in writing (including electronically to an e-mail address specified by the Contractor) the Contractor of any such faults, defects and/or discrepancies.
- 12.4. In the cases under the preceding clause, the Contracting Entity may return the Goods to the Contractor at the expense of the latter. The Contractor has the obligation to replace the Goods and/or remove any identified faults, defects, and/or discrepancies at his own expense within a time frame commonly agreed between the parties.
- 12.5. For deliveries of replaced Goods and/or Goods with removed faults, defects and/or discrepancies, the Parties shall apply the above mentioned terms and conditions for delivery and acceptance of Goods.
- 12.6. If the Contractor has offered more favorable conditions for Goods acceptance and claims, such provisions in the tender of the Contractor shall prevail over the provisions hereof.
- 12.7. If any Goods shall be repaired, replaced, repeated or re-performed during the warranty period, the warranty for such Goods shall run for 12 months from the date of such repair, replacement, repetition or re-performance provided however, that any warranty shall expire in all cases not later than 18 months after the transfer of risk of the Supplies or Services to the Contracting Entity.
- 12.8. This Article 12 provides the exclusive remedies for all claims based upon the failure of or defect in Goods or Services, whether the claim is based in contract, negligence, statute, or any other tortious/extra-contractual liability theory, strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. No implied or statutory warranty, or condition of merchantability, quality or fitness for a particular purpose applies.

### **13. Penalties and sanctions**

- 13.1. If delivery is made after the date of delivery, the Contractor shall pay a penalty of 0.07% (zero point zero seven percent) of the value of the Goods delivered late for each day of delay but not more than 8% (eight percent) of the price of Goods without VAT
- 13.2. If the Contracting Entity terminates the contract due to the Contractor's fault, the Contractor shall pay a penalty of 8% of the price of Goods without VAT. The Contracting Entity shall also be entitled to compensation under the general procedure for actually suffered loss in excess of the penalty amount.
- 13.3. In case of late payment, the Contracting Entity shall pay a penalty of 0.07% (zero point zero seven percent) of the value of the delayed payment for each day of delay but not more than 8% (eight percent) of the value of the payment due.
- 13.4. The penalties, the liquidated damages, the interests and/or any other penalties whatever their denomination, provided by this Contract (and/or any of its documents) are sole and exclusive remedy for respective infringements and to the full and final satisfaction of the Contracting Authority."



#### **14. Contract Amendment**

Amendment of this Agreement shall be allowed as an exception and it shall be done by an additional agreement in writing mutually agreed between Parties in case of any precondition expressly provided for in the Public Procurement Act.

#### **15. Invoicing**

- 15.1. The Contractor shall issue a tax invoice bearing the number of this contract, the order number, if applicable, containing the particulars required by the Accounting Act, and accompanied by the supporting information required under the Contract or by the Contracting Entity. Invoices shall be prepared and accepted under the procedure for sending and accepting of invoices (Appendix 6). If the provisions of clause 3.3 hereof are fully and precisely fulfilled, the Contracting Entity shall pay the amount indicated in the invoice within the specified payment period.
- 15.2. If the Contractor makes a wrong payment to the Contractor including wrongly charged VAT, the Contractor shall immediately reimburse that amount to the Contracting Entity.
- 15.3. Payments by the Contracting Entity under this Contract are not subject to tax, except VAT and deductions provided by law. In particular, if any payment under this Contract is subject to withholding tax at source, the Contracting Entity shall withhold the tax from the payment amount and pay it to the account of the National Revenue Agency. In these circumstances, payments to the Contractor will represent amounts due under this Contract, reduced by the withholding tax under the law. It is the duty of the Contractor to prove the reasons for not withholding tax at source.

#### **16. Assignment**

- 16.1. The Contractor shall not, without the prior written consent of the Contracting Entity, transfer or otherwise dispose of its rights under this Contract.
- 16.2. In the case of any subcontractors involved in performance of the subject matter of the contract, the Contractor and the subcontractor shall comply with all applicable provisions of the Public Procurement Act. The Contractor shall promptly provide the Contracting Entity with all documents and information on the subcontracts in accordance with the Public Procurement Act.
- 16.3. Contractor shall be responsible to ensure quality of the work and observance of the safety requirements by the staff of its subcontractors. The Contractor shall designate competent persons to supervise the performance of the subcontractors.
- 16.4. The Contractor shall be entitled to make inspections and checks to the work on site and make audits to subcontractors following the procedure by which they are carried to the Contractor.

#### **17. Ownership**

- 17.1. Subject to Article 18.3 and in view of the specific conditions of each delivery and passing the risk specified herein, ownership of Goods shall pass from the Contractor to the Contracting Entity at the time of delivery or payment by the Contracting Entity (if for some reason payment precedes delivery).



- 17.2. Subject to Article 18.3 and in view of the specific conditions of delivery and passing the risk specified herein when the Contractor receives Goods from a third party, the Contractor shall ensure that ownership of the Goods is transferred to the Contracting Entity at the time of delivery or payment by the Contracting Entity (if for some reason payment precedes delivery).
- 17.3. If payment is made by the Contracting Entity before delivery, and in view of the specific conditions of delivery and passing the risk specified herein, ownership of the Goods shall be transferred by the Contractor to the Contracting Entity as soon as Goods can be identified, but the risk of loss or damage shall not pass onto the Contracting Entity before the time of delivery. Such advance payment shall not be construed as meaning that the Goods have been approved by the Contracting Entity.

## **18. Intellectual property licenses and confidentiality**

- 18.1. The Contractor shall ensure that delivery and use of the Goods will not break any patent, registered design, copyright, trademark or other intellectual property rights ("**Protected Rights**"). Unless the Contracting Entity has agreed otherwise, the Contractor shall provide to the Contracting Entity an irrevocable, royalty-free non-exclusive license for such use from third parties when such is necessary for making full use of the Goods and their features.
- 18.2. The Contractor shall indemnify the Contracting Entity in case that the Contracting Entity is held liable for violation of any protected rights in connection with the use of the Goods.
- 18.3. The Contractor shall keep all the information and software related in any way with the Contracting Entity, as most strictly confidential and the Contractor shall not to use or disclose them except for the purposes hereof, without the prior written consent of a person authorized by the Contracting Entity.
- 18.4. If any specific conditions under this Contract arise, the Contractor shall immediately obtain all necessary permits for import and export and all other approvals required for the delivery of Goods.

## **19. Risk, liability and insurance**

- 19.1. The Contractor shall indemnify the Contracting Entity for all damages related to loss or damage to property of the Contracting Entity or third party, as well as costs for removing spills of chemical substances and mixtures, including adverse environmental footprint impacts of them arising out of or in connection with fulfillment or non-fulfillment of the obligations of the Contractor under this Contract, unless such a liability arises out of or in connection with intentional acts or gross negligence on the part of the Contracting Entity or its representatives.
- 19.2. The Contractor shall indemnify the Contracting Entity for all direct costs and claims (including for loss of or damage to property and injury or death of a person) suffered by the Contracting Entity as a result of violation hereof or any other infringement action or omission (including negligence) of the Contractor or a person for whom the Contractor bears responsibility.
- 19.3. Contractor shall be liable for any loss or damage to the Goods until their delivery to the Contracting Entity, except in the cases where this Contract provides for passing of the risk otherwise. The Contractor shall be liable for any loss or damage to the Goods during the whole period of time (e.g. their stay in the warehouse of the Contractor or within the guarantee period during which the Contractor shall take care of the Goods and check them).
- 19.4. The Contractor shall (if applicable and if provided in the Technical Specifications (Appendix 2) and the conditions for public procurement execution) provide and/or arrange the obtaining

of appropriate insurance for the period of performance of its obligations under the Contract within its scope at commercially acceptable conditions, including insurance of the Contractor's staff, namely employer's liability insurance required by law, and insurance against earthquake, flood, force majeure and fire. In these cases, the Contractor shall conclude and maintain insurance policies with a financially stable insurer with proper reputation approved by the Contracting Entity, and under conditions acceptable for the Contracting Entity, so as:

- (a) To insure the Goods appropriately and adequately against loss or damage from the date of this Contract until delivery; and
- (b) To cover injuries, disability or other professional risks to the Contractor's staff.

Where applicable, the insurance maintained by the Contractor shall include provisions for subrogation in favor of the Contracting Entity and it shall also provide for the Contracting Entity as an additional beneficiary.

19.5. The Contractor shall promptly and with due care require payment of compensation under the respective policies in accordance with Article 19.4 above and shall repay the obtained money to the Contracting Entity.

19.6. If the Contractor fails to conclude or maintain the insurance required under the terms hereof or according to the terms under which the contract has been awarded, the Contracting Entity shall have the right but not the obligation to provide and maintain such a policy solely and entirely at the expense of Contractor. In this case, the Contracting Entity shall be entitled to reimbursement of reasonable expenses directly incurred in connection with the policy or to deduction of these expenses from the amounts payable to the Contractor.

19.7. The Contracting Entity shall not be responsible for the damage and loss of plant, materials and equipment of the Contractor and the risk for them shall be borne by the Contractor.

19.8. The Contractor shall carry out any activity on the site of the Contracting Entity in a way that does not upset and disturb the neighbors of the site. In particular, while located on the site of the Contracting Entity, the Contractor must comply and ensure that its employees, officers, agents and subcontractor/s observe:

- (a) all binding provisions and requirements of government or any other authority having jurisdiction over the site of the Contracting Entity in relation to access to the site, health, safety and environmental protection; and
- (b) health requirements, requirements and procedures on safety and environmental protection of the Contracting Entity.

19.9. The Contractor agrees and hereby accepts full and sole responsibility for withholding and paying any and all taxes, contributions, etc., to which it and its Subcontractors are subject to tax with respect the Unemployment Fund and also the contributions towards social, pensions insurance, pensions and the like, imposed by the existing and any future regulations of the authorities in terms of wages, salary or other remuneration payable to the staff employed by the Contractor and its Subcontractors in connection with the delivery of the Goods and other contractual work.

19.10. Persons, for whom the Contractor is responsible, including its employees, officers, representatives, consultants, subcontractors and sub-suppliers of each of them.

19.11. . Notwithstanding the foregoing, the Provider's aggregate liability on all claims of any kind, whether based on contract, tort (including negligence), strict liability or otherwise, for all losses or

damages arising out of, connected with or resulting from this Contract, its performance or breach (including indemnity, warranty and any liquidated damages) shall not exceed the contract price.

This limitation shall not apply in cases of willful misconduct or gross negligence or where the Provider is compulsory liable by law.

Except for any liquidated damages specifically provided for in this Contract, the Provider shall in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, be liable for indirect, special, incidental or consequential damages including but not limited to loss of profits or revenues, loss of data, loss of use of equipment, cost of capital, cost of substituted equipment, services of facilities, downtime cost, cost of replacement of steam or electric power or claims of third parties or claims of the Purchaser for service interruption. Any liability of the Provider shall cease at the end of the warranty period as set forth in this Contract.

## **20. Terms and conditions for termination / cancellation of the contract**

20.1. This Contracts terminates:

- (a) upon expiry of the term under Article 4 of the Contract;
- (b) upon its final completion;
- (c) by mutual agreement of the Parties expressed in writing;
- (d) unilaterally by the Contracting Entity at any time by sending ten (10) days written notice to the Contractor specifying whether the contract will be terminated partially or entirely and the date on which the termination will take effect;
- (e) by the Contracting Entity upon occurrence of an unforeseen event mentioned in Article 43, para. 4 of PPA, making it impossible for the Contracting Entity to fulfill its obligations under the Contract;
- (f) upon any transformation of the Contractor in accordance with the law of the country, in which it has been established in the event that its successor does not meet the conditions laid down in the Public Procurement Act for continuation of the procurement contract;
- (g) in case of any other grounds for termination of the procurement contract provided for in the Public Procurement Act.
- (h) Termination for Default and/or Insolvency: Either Party (the "Non-Defaulting Party") may terminate this Contract if the other Party (the "Defaulting Party") (i) becomes insolvent, to the maximum extent permitted by applicable law, or (ii) The Defaulting Party commits a material breach of this Contract and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or if it is not possible to cure the breach within thirty (30) days of such notice, fails to commence to cure the breach within thirty (30) days or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible.

In the case of termination for default and/or insolvency pursuant to this paragraph and also in any case of termination stated in paragraph d) to g), the Contracting Entity shall pay: i) all payments required under this contract for Contractor's performance prior to the effective date of such termination and ii) all payments due prior to such termination date and iii) expenses reasonably incurred by Contractor in connection with the termination due to Contracting Entity's default and/or insolvency. The foregoing specified in this Article 20.1 (h) shall be the sole and exclusive rights and liabilities of the Non-Defaulting Party and Defaulting Party,

respectively, on account of termination for default and/or insolvency and the breach giving rise to such termination.

20.2. The Contracting Entity may terminate the contract at any time if the Contractor does not take the satisfactory steps to remedy its failure within 20 (twenty) days following the receipt by the Contractor of a notice in writing from the Contracting Entity requiring the Contractor to remedy its failure, if the Contractor:

(a) refuses to replace the Goods showing faults, defects and discrepancies within the time frame commonly agreed between the parties;

(b) refuses to remedy at its expense faults, defects and discrepancies identified in the delivered Goods within the time frame commonly agreed between the parties;

(c) fails to fulfill accurately and in full compliance any of its obligations under this Contract and its appendices;

(d) uses Subcontractor/s for execution of this Contract without declaring this fact in its tender or uses Subcontractor/s which is/are not mentioned in its proposal unless expressly permitted by PPA;

(e) in case of insolvency proceedings initiated against the Contractor or termination of its commercial activity due to liquidation under the national law of the country in which the Contractor is registered.

20.3. The Contractor shall not be entitled to compensation or offset for expenses incurred or arising after Contract termination, save for costs resulting directly and immediately from the termination of delivery, if the Contracting Entity has given its prior written consent for incurrence of such expenses.

20.4. In case of termination of the delivery or any part of it, the Contractor shall provide to the Contracting Entity all documents related to the assigned delivery or part thereof.

## **21. Non-exclusivity**

Nothing herein shall be construed as prohibiting the Contractor or the Contracting Entity from entering into similar contracts or other agreements with any other companies, partners or parties.

## **22. Severability**

All provisions herein are separate and different from one another and if for some reason one or more of these provisions are rendered invalid or unenforceable, it shall be deemed to be isolated and deleted from this Contract, in which case the other provisions of the Contract shall remain in full effect.

## **23. Notices**

All notices delivered in connection with this Contract shall be in Bulgarian or English and in writing. If there is a discrepancy between the texts in Bulgarian and English, the text in Bulgarian shall prevail and be taken into account. Notices can be delivered in person to the contact persons by e-mail or by mail with return receipt to the address specified herein unless such an address has been changed, for which the relevant Party has informed the other one.

## **24. Entire agreement**

This Contract contains all the issues on which the Parties have agreed and reached understanding on the subject matter of this Contract and supersedes any and all prior negotiations, obligations

and correspondence in connection with the subject matter of this Contract, unless the applicable law provides otherwise

**25. Governing law and disputes**

25.1. This Contract shall be governed by the Bulgarian Law. In the event of a dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination thereof (a "Dispute"), either Party may serve on the other Party a written notice of such Dispute (a "Dispute Notice").

25.2. Upon service of a Dispute Notice, the Parties shall refer the Dispute to senior officers of the Parties who shall attempt to settle the Dispute by negotiation. The respective senior officers shall have full authority to engage in such negotiations and to enter into any settlement agreement on the Parties' behalf.

25.3. If the senior officers are unable to settle the Dispute by negotiation within thirty (30) days from service of the Dispute Notice or such further time period as the Parties may agree in writing (the "Negotiation Period"), the Parties shall refer the Dispute to mediation under the LCIA Mediation Rules. The Parties shall seek to agree on a mediator within fifteen (15) days from the end of the Negotiation Period. If the Parties are unable to agree on a mediator within this time period, the mediator shall be appointed by the LCIA Court.

25.4. If the Parties have not settled the Dispute within thirty (30) days of the appointment of the mediator or such further time period as the Parties may agree in writing, the Dispute shall be referred to and finally resolved by arbitration under the LCIA Rules which Rules are deemed to be incorporated by reference into this Clause 25:

- (a) The number of arbitrators shall be three;
- (b) The seat, or legal place, of arbitration shall be London, England;
- (c) The language to be used in the arbitral proceedings shall be English.

Appendixes:

- 1. Special Conditions;
- 2. Technical Specification;
- 3. Proposal for Public Procurement Order Execution ;
- 4. Offered Price;
- 5. Agreement for ensuring healthy and safe working conditions;
- 6. Procedure for sending and accepting of invoices.

Signed for and on behalf of **AES – 3 C Maritza East I EOOD**

Signature: .....

Name:

Todor Belezhev

Title:

Plant Manager AES Bulgaria

Signed for and on behalf of **Alstom Infrastructure Romania S.R.L.**

Signature: .....

Name:

Cristian Colteanu

Title:

Authorized representative



## Appendix 1

### Special Conditions

Contracting Entity	AES – 3 C Maritza East I EOOD UIC: 123533834; VAT number: BG123533834
Contracting Entity's address	Galabovo 6280, Galabovo Municipality, Stara Zagora region, Bulgaria
Contracting Entity's Representative	Name: Dimo Kolev Bahov Telephone number: +359 885263254 E-mail: <a href="mailto:dimo.bahov@aes.com">dimo.bahov@aes.com</a>
Contracting Entity's Key Personnel	1. Technical matters: Name: Milen Stoyanov Telephone number: +359 884377622 E-mail: <a href="mailto:milen.stoyanov@aes.com">milen.stoyanov@aes.com</a>  2. Accounting matters (invoices): E-mail: <a href="mailto:emea.apinvoices@aes.com">emea.apinvoices@aes.com</a>  3. Commercial and contract matters: Name: Denitsa Tsoneva Telephone number: +359 42 901518 E-mail: <a href="mailto:denitsa.tsoneva@aes.com">denitsa.tsoneva@aes.com</a>  4. Health & Safety Coordinator: Duty engineer H&S: 0884 886663 E-mail: <a href="mailto:MaritzaEHSTeam@aes.com">MaritzaEHSTeam@aes.com</a>
Contractor	Alstom Infrastructure Romania S.R.L. UIC: J40/18785/16.07.1992; VAT No.: RO 2627279
Contractor's address:	Bd. Dimitrie Cantemir No. 1, Sitraco Center, Building B2, Entrance 2-3, Floor 3, 040231 Bucharest, Romania
Contractor's Representative	Name: Cristian Visan Telephone number: +40740182263 E-mail: <a href="mailto:cristian.visan@ge.com">cristian.visan@ge.com</a>
Subject of Contract	Supply of spare parts and elements manufactured by Alstom Infrastructure Romania SRL according to enclosed technical specification
Contractor's Key Personnel	1. Marian Costea Telephone number: +40744488833 E-mail: <a href="mailto:marian.costea@ge.com">marian.costea@ge.com</a>
Article 3.1 Price of	The Total Price of Goods - spare parts and elements manufactured by Alstom Infrastructure Romania SRL,





Goods	<p>(subject matter of this Contract) is <u>200.565,32 EUR</u> (two hundred thousand five hundred and sixty five Euro and thirty two Euro cents) calculated as follows:</p> <p>➤ Under item I subject to the Bill of Quantity (parts for intermediate pressure valves of turbine "Alstom Turbine type: DKY-2N41B" and parts for the after burning grate) the Total price is 135.703,32 EUR (one hundred thirty five thousand seven hundred and three Euro and thirty two Euro cents), VAT excluded, for DDP delivery on the site of the Contracting Entity as per INCOTERMS 2015.</p> <p>➤ Under item II subject to the Bill of Quantity (Bearings D500.CP and D355.CP) the Total price is 64.862,00 EUR (sixty four thousand eight hundred and sixty two Euro), VAT excluded, for DDP delivery on the site of the Contracting Entity as per INCOTERMS 2015.</p> <p>The Contracting Entity shall pay the price for each delivery within 30 (thirty) days after submission of an invoice original and an acceptance certificate signed without comments by the representative of the Contracting Entity and after meeting the requirements under Article 3.3 of the Contract.</p>
Article 3.4 Bank account indicated by the Contractor	<p>Bank: BRD GSG SMCC Bucuresti</p> <p>IBAN: RO87 BRDE 450SV 023 806 44 500 EURO</p> <p>BIC: BRDEROBUXXX</p>
Article 4 Term of the Contract	<p>The Contract shall come into effect on the date of signature and shall be effective till both parties fulfilled their entire obligation under present contract.</p>
Article 5.1 Goods Delivery Terms	<p>All quantities mentioned in the contract are binding. The delivery time for each item is according to the Technical Specification (Appendix 2).</p> <p>Each delivery shall be accompanied by:</p> <ul style="list-style-type: none"> <li>(a) Packing List;</li> <li>(b) Manufacturer's Certificate of Quality or Declaration of Conformity</li> <li>(c) Part drawing (if applicable)</li> </ul>
Article 5.2 Address for delivery of the Goods	<p>The Goods shall be delivered to the site of the Contracting Entity.</p>
Article 5.4 Way of notification of the delivery date and scheduled time	<p>Notice of readiness for shipment shall be sent to the Contracting Entity at least one (1) day prior to the date of shipment to electronic address: <u>store@aes.com</u>.</p>

Guarantee period	The warranty period for delivered Goods will be according to the Technical proposal (Appendix 3).
Article 13 Penalties and Sanctions	In case of delay in the execution of the Contract by more than 3 (three) Working Days, the Contracting Entity shall be entitled to compensation under the general procedure for actually suffered loss in excess of the penalty amount.  For actually suffered loss in excess of the penalty amount agreed, the concerned Party may seek compensation in full by arbitration.
Article 19.5 Insurance	Not applicable

Signed for and on behalf of **AES – 3 C Maritza East I EOOD**

Signature: .....



Name:

Todor Belezkov

Title:

Plant Manager AES Bulgaria

Signed for and on behalf of **Alstom Infrastructure Romania S.R.L.**

Signature: .....



Name:

Cristian Colteanu

Title:

Authorized representative



**Appendix 2**  
**Technical Specification**

**Appendix 3**  
**Proposal for Public Procurement Order Execution**

**Appendix 4**  
**Offered Price**

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is cursive and appears to be the initials 'J.P.M.'.



**Endorsed by:**

/ Plant Manager AES-3C Maritza East 1 EOOD /

Date: 27.01.2017

**Prepared by:**

**Approved by:**

Todor Milkov

Dimo Bahov

## TECHNICAL SPECIFICATION

**Description:**

**Supply of GE Power parts**


**Document:**

**ME1-MP-TRM-0218**

Controlled copy location in AES Maritza Document Control System MS Share Point


**Library:**

1.Power Plant/ 5.Engineering/ 11.Technical specifications

	Document №: ME1-MP-TRM-0218 <b>TECHNICAL SPECIFICATION</b>	Date: 27.01.2017
	<b>Supply of GE Power parts</b>	Page: 2/5

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	<b>Supply of GE Power parts</b>	Page: 3/5

## 1. SCOPE OF SUPPLY

The scope of supply covers: Delivery of:

- parts for intermediate pressure valves of turbine”Alstom Turbine type: DKY-2N41B”;
- parts for the after burning grate;
- Bearings D500.CP and D355.CP.
- 

## 2. TECHNICAL REQUIREMENTS

### 2.1. Technical requirements concerning Supplies

The maintenance needs require the supply of some spare parts from the production line of the manufacturer.

The scope of supply covers spare parts as specified in Bill of Quantities ME1-MP-TRM-0218-A1, which is an inseparable part of this document.

- All delivered spare parts must be original, all new and unused ones.
- All parts shall have permanent marking with the material number of the goods as per the Bill of Quantities.
- The expenses for transport of ready parts to the Contracting authority’s warehouse shall be covered by the Supplier.
- The supply shall be packed so as to protect the parts from damages during the transport.
- The delivery shall be accepted after a detailed visual control for the presence of defects.

The indicated quantities represent a forecast and the Contracting authority is not obliged to order the whole volume.

### 2.2. Technical requirements concerning Supplier


The Supplier must provide:

- A certificate proving manufacturer’s conformity with an ISO 9001:2008 QMS standard relevant to the application field of this order or equivalent.

## 3. DELIVERY PERIOD

The contract for delivery shall be concluded for a period of one year.

The spare parts indicated in Appendix 1 shall be delivered by stages as per the attached date of delivery in the table below.

	<b>Document №: ME1-MP-TRM-0218</b> <b>TECHNICAL SPECIFICATION</b>	Date: 27.01.2017
	<b>Supply of GE Power parts</b>	Page: 4/5

	Spare part	Unit of measurement	Quantity	Date of delivery
I.1	Valve bodies acc. To new design	pcs	4	10.07.2017
I.2	Seal ring	pcs	2	
I.3	Valve head	pcs	1	
I.4	Guide bushing DN63	pcs	4	
I.5	Guide bushing	pcs	4	
I.6	Welding ring	pcs	5	
I.7	Cluster of grate bars-middle-L set	Set	58	
I.8	Cluster of grate bars-middle-M set	Set	638	
I.9	Cluster of grate bars-middle-R set	Set	58	
II.1	Pocket Bearing D500.CP	pcs	1	20.12.2017
II.2	Pocket Bearing D355.CP	pcs	1	

#### 4. PLACE OF DELIVERY

The place of delivery shall be AES-3C Maritza East I Thermal Power Plant located in the town of Galabovo, approximately 50 km southeast of Stara Zagora. The spare parts shall be delivered by Supplier's transport to the warehouse located on the power plant site.

#### 5. ACCESS TO POWER PLANT

Warehouse working time for suppliers of goods is every working day, Monday to Friday, from 8:30 am to 3:00 pm.

Suppliers must observe the following rules for delivery of goods:

Upon delivery, Suppliers shall produce at the plant's entrance gate a copy of a Purchase Order or any other documents certifying that the goods are supplied under a contract or order of AES-3C Maritza East I EOOD. The guard at the gate will provide a temporary pass.

Drivers of vehicles on site of the plant must move, stop and park so that they do not obstruct the movement of other vehicles (fire, ambulance, company cars) or people.

The vehicles and their drivers must meet the statutory requirements for carriage of dangerous goods and any other applicable freight transport regulations.


Drivers of vehicles must be equipped with personal protective equipment (PPE) which is compulsory on the territory of the power plant: helmets, safety shoes, safety glasses, suitable work clothing, as well as any additional PPE as required in the MSDS of the goods transported.

Bringing in alcohol, drugs or any other psychotropic substances as well as access of persons who have used such substances to the site of the power plant is absolutely forbidden.

Bringing in firearms, gas weapons and cool weapons, and explosive materials is absolutely forbidden.

#### 6. WRAPPING, PACKING AND ARRANGEMENT

*This document is property of AES Maritza and is for office use only.  
Any reference, disclosure and publication shall be made upon the written consent by the owner.*

	Document №: <b>ME1-MP-TRM-0218</b> <b>TECHNICAL SPECIFICATION</b>	Date: 27.01.2017
	<b>Supply of GE Power parts</b>	Page: 5/5

Supplied spare parts must be in original, intact, sealed packaging ensuring their protection until initial opening, and they must have original labels of their manufacturer. Spare parts must be arranged based on the row numbering in Appendix 1 – Bill of Quantities

## 7. GOODS ACCEPTANCE IN THE WAREHOUSE

Suppliers must advise the delivery date and time one day prior to date of delivery to the warehouse so as to allow for arrangements of appropriate equipment for goods handling in the warehouse.

Each delivery must be accompanied by a shipment advice (notice).

Each first delivery of a spare part must be accompanied by all technical documents provided by the manufacturer of this spare part such as drawings, technical specifications, part numbers, certificates, etc.

If a delivery is not accompanied by all necessary documents or there are evident mismatches with the purchase order, such a delivery will not be accepted.

## 8. CERTIFICATES AND REFERENCE DOCUMENTS FOR DELIVERIES

Goods must be accompanied by the following documents:

- Packing list;
- Acceptance certificate;
- Certificate of quality and Declaration of conformity from the manufacturer;
- Drawing of the product (if applicable);

## 9. APPENDIXES

Appendix №	Document Number	Description
Appendix 1	ME1-MP-TRM-0218-A1	Bill of Quantities
Appendix 2	MTZ_01_B_HDA--00425_DD_050	Grate covering assembly



Доставка на елементи от GE Power

**КОЛИЧЕСТВЕНА СМЕТКА**

Забележки:

№	Описание	Производствен номер	Мерна единица	Количество	Ед.цена BGN	Стойност BGN
I						
I.1	Valve bodies acc. To new design	HTGD130698P0001	бр	4		0,00
I.2	Seal ring	HTGD351267P0010	бр	2		0,00
I.3	Valve head	HTGD236449P0001	бр	1		0,00
I.4	Guide bushing DN63	1BSD016153P0001	бр	4		0,00
I.5	Guide bushing	HTGD485997P0001	бр	4		0,00
I.6	Welding ring	HTGD494024P0001	бр	5		0,00
I.7	Cluster of grate bars-middle-L set	1.48120/00 425 2050 0000	Комплект	58		0,00
I.8	Cluster of grate bars-middle-M set	1.48120/00 425 2050 0000	Комплект	638		0,00
I.9	Cluster of grate bars-middle-R set	1.48120/00 425 2050 0000	Комплект	58		0,00
II						
II.1	Pocket Bearing D500.CP	HTGD700700R0001	бр	1		0,00
II.2	Pocket Bearing D355.CP	HTGD700694R0001	бр	1		0,00
<b>ОБЩО:</b>						<b>0,00</b>

Забележки:

1. За коректно попълване на количествената сметка моля попълнете само жълтите полета.
2. Посочените цени да се попълват без ДДС.
3. Срок за доставка на материали по позиция "I" 10.07.2017
4. Срок на доставка на материали по позиция "II" 20.12.2017

/пълно наименование на участника, търговски адрес, телефон и факс, ЕИК и ИН по ЗДС/  
/Participant's full name, commercial address, telephone and fax, UIC and VAT registration number/

**ТЕХНИЧЕСКО ПРЕДЛОЖЕНИЕ / TECHNICAL OFFER**

към Оферта за участие в обществена поръчка с предмет: „Доставка на резервни части и елементи, производство на Alstom Infrastructure Romania SRL, съгласно приложена техническа спецификация“

a part of the Offer for participation in a direct negotiations procedure with subject: "Supply of spare parts and elements manufactured by Alstom Infrastructure Romania SRL, according to enclosed technical specification", Ref. MEI-2017-DN-D-011

№	Наименование и техническо описание Name and technical description	Производствен номер Prod. Number	Мерна единица unit	Кол-во Quantity	Производител и страна на произход Manufacturer and country of origin	Срок на доставка Delivery date/time	Гаранционен срок след доставка Warranty period after date of delivery	Забележка Notes
1	2	3	4	5	6	7	8	
I.1	Valve bodies acc. To new design	HTGD130698P0001 rev. D	бр. / pcs	4	GE Power AG	22 weeks after signing the contract	see note - виж бележка	
I.2	Seal ring	HTGD351267P0010	бр. / pcs	2	GE Power AG	6 weeks after signing the contract	see note - виж бележка	
I.3	Valve head	HTGD236449P0001	бр. / pcs	1	GE Power AG	18 weeks after signing the contract	see note - виж бележка	
I.4	Guide bushing DN63	IBSD016153P0001	бр. / pcs	4	GE Power AG	10 weeks after signing the contract	see note - виж бележка	
I.5	Guide bushing	HTGD485997P0001	бр. / pcs	4	GE Power AG	22 weeks after signing the contract	see note - виж бележка	
I.6	Welding ring	HTGD494024P0001	бр. / pcs	5	GE Power AG	6 weeks after signing the contract	see note - виж бележка	
I.7	Cluster of grate bars-middle-L set	1.48120/00.425 2050 0000	бр. / pcs	58	GE Power AG	16 weeks after signing the contract	see note - виж бележка	
I.8	Cluster of grate bars-middle-M set	1.48120/00.425 2050 0000	бр. / pcs	638	GE Power AG	16 weeks after signing the contract	see note - виж бележка	
I.9	Cluster of grate bars-middle-R set	1.48120/00.425 2050 0000	бр. / pcs	58	GE Power AG	16 weeks after signing the contract	see note - виж бележка	
II.1	Pocket Bearing D500.CP	HTGD700700R0001	бр. / pcs	1	GE Power AG	22 weeks after signing the contract	see note - виж бележка	
II.2	Pocket Bearing D355.CP	HTGD700694R0001	бр. / pcs	1	GE Power AG	16 weeks after signing the contract	see note - виж бележка	

Забележка / Note: 1. Срок за доставка на материалите по позиции "I" 10.07.2017 / Delivery date of materials as per pos. "I" should be 10.07.2017

2. Срок на доставка на материалите по позиции "II" 20.12.2017 / Delivery date of materials as per pos. "II" should be 20.12.2017

Срок на валидност на офертата: 90 календарни дни / Validity of offer: 90 calendar days  
Документи, придружаващи стоката при доставка: / Documents accompanying the goods during shipment:

№	Наименование и техническое описание Name and technical description	Производственный номер Prod. Number	Мерна единица Unit	Кол-во Quantity	Производитель и страна на проиход Manufacturer and country of origin	Срок на доставка Delivery date/time	Гаранционен срок след доставка Warranty period after date of delivery	Забелешки Notes
---	---	--	-----------------------	--------------------	---	--	--	--------------------

- Опаковъчен лист / Packing list;
- !Приемо-предавателен протокол / Asserptance Certificate;
- Сертификат за качество или Декларация за съответствие от производителя / Certificate of Quality or Declaration of Conformity issued by manufacturer
- Чертеж на изделието (ако е приложимо) / Drawing of goods (if applicable)

Note: ALSTOM warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications incorporated into the Contract.

Alstom гарантира, че продуктите ще бъдат доставени без дефекти в материала, изработката и заглавието и че услугите се извършват по един компетентен, усърден начин в съответствие с взаимно договорени спецификации, включени в договора.

**ПОДПИС И ПЕЧАТ: / SIGNATURE AND STAMP:**

Кристиан Валентин КОЛТЕАНУ / Cristian Valentin COLTEANU \_\_ (име и фамилия) / (name and surname)

10.03.2017 \_\_\_\_ (дата) / (date)

Декларатор / Administrator\_ (длъжност на управляващия/представяващия участника) / (title of Participant's manager/representative)  
ALSTOM INFRASTRUCTURE ROMANIA S.R.L\_ (наименование на участника) / (Participant's name)

/пълно наименование на участника, търговски адрес, телефон и факс, ЕИК и ИН по ЗДС/  
/Participant's full name, commercial address, telephone and fax, UIC and VAT registration number/

**ЦЕНОВА ОФЕРТА / PRICE OFFER**

към Оферта за участие в обществена поръчка с предмет: „Доставка на резервни части и елементи, производство на Alstom Infrastructure Romania SRL, съгласно приложена техническа спецификация“

a part of the Offer for participation in a direct negotiations procedure with subject: "Supply of spare parts and elements manufactured by Alstom Infrastructure Romania SRL according to enclosed technical specification", Ref. ME1-2017-DN-D-011

№	Наименование и техническо описание Name and technical description	Производствен номер Prod. Number	Мерна единица Unit	Кол-во Quantity	Единична цена, Евро без ДДС Unit Price EUR, VAT excl.	Обща цена, Евро без ДДС Total price EUR, VAT excl.
			3	4	5	6
I.1	Valve bodies acc. to new design	HTGD130698P0001 Rev.D	бр. / pcs	4	13.240.00	52.960.00
I.2	Seal ring	HTGD351267P0010	бр. / pcs	2	2.769.00	5.538.00
I.3	Valve head	HTGD236449P0001	бр. / pcs	1	9.278.00	9.278.00
I.4	Guide bushing DN63	IBSD016153P0001	бр. / pcs	4	2.799.00	11.196.00
I.5	Guide bushing	HTGD485997P0001	бр. / pcs	4	1.804.00	7.216.00
I.6	Welding ring	HTGD494024P0001	бр. / pcs	5	553.00	2.765.00
I.7	Cluster of grate bars-middle-L set	1.48120/00 425 2050 0000	бр. / pcs	58	67.85	3.935.30
I.8	Cluster of grate bars-middle-M set	1.48120/00 425 2050 0000	бр. / pcs	638	60.94	38.879.72
I.9	Cluster of grate bars-middle-R set	1.48120/00 425 2050 0000	бр. / pcs	58	67.85	3.935.30
II			бр. / pcs			
II.1	Pocket Bearing D500.CP	HTGD700700R0001	бр. / pcs	1	41.540.00	41.540.00
II.2	Pocket Bearing D355.CP	HTGD700694R0001	бр. / pcs	1	23.322.00	23.322.00
<b>Ценава оферта в Евро без ДДС: / PRICE OFFER in EUR without VAT:</b>						<b>200.565.32</b>

1. За коректно попълване на количествената сметка моля попълнете само жълтите полета. / Please, complete only the yellow fields to avoid any mistakes.

2. Посочените цени да се попълват без ДДС. / Please, indicate prices without VAT.

3. Срок за доставка на материали по позиция "I" 10.07.2017 / Delivery date of materials as per pos."I" should be 10.07.2017

4. Срок на доставка на материали по позиция "II" 20.12.2017 / Delivery date of materials as per pos."II" should be 20.12.2017

**ПОДПИС И ПЕЧАТ: / SIGNATURE AND STAMP:**

Кристиан Валентин КОЛТЕАНУ / Cristian Valentin COLTEANU \_ (име и фамилия) / (name and surname)

10.03.2017 \_\_\_\_ (дата) / (date)

Делегатор / Administrator \_ (длъжност на управляващия/представяващия участника) / (title of Participant's manager/representative)

ALSTOM INFRASTRUCTURE ROMANIA S.R.L.\_ (наименование на участника) / (Participant's name)

## Appendix 5

### AGREEMENT

#### on the rights and obligations of the Parties and on coordination of measures to ensure health and safety at work

#### 1. Subject of the Agreement

- 1.1. This agreement establishes the requirements, rights and obligations of the parties to ensure health and safety at work of their workers and to protect the life and health of others who are in the area of their activities on the territory of the Contracting Entity.

#### 2. General requirements

- 2.1. The employees of the Contracting Entity and the Contractor who organize and manage work processes shall be responsible for ensuring health and safety at work of the workers involved in the activities they manage. They shall immediately inform each other of all dangers and hazards.
- 2.2. No other activities except the agreed ones can be performed on the worksite or, by exception, activities subject to prior written permission by the Contracting Entity after special instruction of the Contractor's employees.
- 2.3. Movement of workers on site shall take place along designated routes, care being taken of any uneven surfaces, open shafts, moving vehicles and other marked or unmarked dangers threatening life and health.
- 2.4. If an activity is performed by employees of the Contracting Entity and of the Contractor in a single room and/or at two levels, the persons mentioned in Article 1 hereof shall take measures to ensure their mutual safety.
- 2.5. During work access shall be prohibited to any unauthorized persons who are not directly involved in the performance of the agreed activities.
- 2.6. Equipment, ladders and platforms used for work at height shall be standard and shall meet all safety requirements.
- 2.7. When carrying out hot works, employees of the Contracting Entity and the Contractor shall observe the fire safety rules. Smoking on the premises of the Contracting Entity is only allowed in the designated areas.
- 2.8. In case of or likelihood of occurrence of serious and imminent danger to life and health, the employees of the Contracting Entity and the Contractor shall immediately stop work until danger is eliminated.
- 2.9. During the execution of all works and activities under the Contract, the relevant applicable regulations and internal rules on health and safety at work shall be equally binding on both Parties.
- 2.10. Losses caused by worsening of quality and extending the timeframes of the performed work due to the dismissal of individuals or suspension of groups/teams for violations of the requirements under the rules and instructions on labor safety, industrial fire safety and environmental protection shall be at the expense of the Contractor.

2.11. Upon persistent breaches of the health and safety requirements by the Contractor, the Contracting Entity may unilaterally terminate the contract without owing any compensation to the other Party.

### **3. Rights and obligation of the Contracting Entity**

3.1. Before commencement of the contractual work, the Contracting Entity shall conduct initial instruction and instruction at the worksite (if required) to the Contractor's staff as required by Ordinance RD-07-2 of 16 December 2009 on the conditions and procedures for conducting periodic training and instruction of employees on the rules to ensure healthy and safe working conditions, it records them in the relevant log. Conducting of all other types of instruction is the responsibility of the Contractor.

3.2. The Contracting Entity shall require from the Contractor a list of the names, certification documents (if required for a specific job) and certificates of acquired qualification group for all persons who will work on site and in the premises of the Contracting Entity.

3.3. The Contracting Entity shall provide safe access of employees and vehicles of the Contractor to the worksite for the duration of the Contract.

3.4. The Contracting Entity shall make the employees of the Contractor who organize and manage work processes familiar with the location of the serviced facilities, the specific characteristics of the worksite and the occupational hazards.

3.5. The Contracting Entity shall ensure the implementation of organizational and technical measures before admission of the Contractor's staff to work and also designate their worksites.

3.6. The Health and Safety Department (hereinafter referred to as HS) of the Contracting Authority is authorized to carry out monitoring for compliance with the requirements of safety and health at work. The instructions of its employees are binding to the Contractor's staff.

3.7. The Contracting Entity may dismiss from the worksite any Contractor's employees who are not familiar with the rules for health and safety at work, who do not observe them or do not have the necessary capacity, and also in case of serious and immediate risk to their health and life.

3.8. The Contracting Entity shall provide assistance to the Contractor including specialized equipment and staff in case of accidents, fires and/or incidents due to its fault.

3.9. the Contracting Entity shall duly inform the Contractor of any internal orders and decisions of the task forces related to its safety at work.

### **4. Rights and obligations of the Contractor**

4.1. The Contractor shall provide qualified staff for the safe execution of the contractual activities.

4.2. The Contractor shall ensure that the persons who will carry out contractual activities are present at the initial instruction held prior to work commencement and at the instruction on the worksite as well as at any other instructions conducted by the Contracting Entity.

4.3. Before conduction of the initial instruction by the Contracting Entity, the Contractor shall submit a list of the names and the qualification group of each person, including the job managers and performers and the safety persons who will work on the site of the Contracting Entity.

- 4.4. When performing activities that require additional qualifications under the applicable regulations, the Contractor shall also furnish to the Contracting Entity the relevant qualification documents of its staff.
- 4.5. The Contractor's staff shall while at work have on them their certificates of acquired qualification group in safety, as well as all documents proving the acquired qualifications.
- 4.6. The contractor is solely responsible for the provision and use of personal protective equipment by its employees.
- 4.7. The Contractor shall be responsible for the proper use of personal and collective protective equipment by its employees.
- 4.8. The Contractor shall ensure that its staff observes the instructions given by the Contracting Entity as well as the rules for health and safety at work and the relevant internal regulations in this regard.
- 4.9. The Contractor's staff may not commence work on the site of the Contracting Entity without any authorization by the authorized persons of the Contracting Entity.
- 4.10. The Contractor shall not allow removal of signs and fences, and also the Contractor may not carry out activities outside the designated worksite or block passages, corridors and platforms with dismantled assemblies, spare parts, waste materials and the like..
- 4.11. When performing the contractual activities, the Contractor shall not hinder the operational personnel to carry out safety walks and maintenance of the operating equipment and the redundant equipment items.
- 4.12. The Contractor shall ensure that its employees use appropriate tools in good condition and safe working equipment including proper and safe use of vehicles and the Contractor shall prevent them from using vehicles that are out of order.
- 4.13. The Contractor shall ensure that its staff appears to work after having good rest and shall not allow the use of alcohol or other intoxicating substances during the working hours as well as work under their influence.
- 4.14. The Contractor shall not allow persons to perform work, which they are not familiar with or do not possess relevant qualifications and competence.
- 4.15. The Contractor shall immediately inform the relevant employees of the Contracting Entity of any situation arising at work which might pose a serious and imminent danger to workers.
- 4.16. The Contractor may refuse to execute a certain job if there are reasonable doubts about the conditions related to health and safety of the workers provided by the Contracting Entity. The Contractor shall immediately notify the HS Department of the Contracting Entity about this situation.
- 4.17. In case of incidents and accidents with persons from the Contractor's staff, the head of the team shall immediately notify their management and the HS Department of the Contracting Entity, and then take measures and provide assistance in clarifying the circumstances and reasons of the accident.
- 4.18. The Contractor shall keep its worksites tidy, clean and safe. Upon completion of each portion of the work, the Contractor shall immediately remove from the worksite all of its plant, construction equipment, temporary structures and waste materials that will not be used at or near the same place during the later stages of work.

4.19. Contractor may at its discretion and in accordance with the regulations require additional measures to ensure safety at work.

**5. Other conditions**

5.1. The employees authorized by the Contracting Entity, upon identification of any breaches of the rules on labor safety made by the Contractor's staff, may:

- (a) give instructions or prescriptions for remedy of such breaches;
- (b) dismiss individual members or groups (teams) by stopping work if the breaches impose it;
- (B) give the Contractor suggestions in writing for sanctioning of persons who have made violations on the site of the Contracting Entity.

This supplementary Agreement prepared to meet the requirements of Article 14, Article 16, Article 18, Article 19 of the Health and Safety at work Act is an integral part of **C O N T R A C T** 032-11-PPL and it shall be in effect until expiry of the Contract.

Signed for and on behalf of **Alstom Infrastructure Romania S.R.L.**

Signature: .....  
Name: Cristian Colteanu  
Title: Authorized representative  
Date: 03.05.2017





## Appendix 6

### Procedure for sending and acceptance of invoices

**1. Hard copy documents shall be sent by post to:**

**„AES Europe Services“ EOOD**

**Department: Processing of Incoming Invoices**

**1407 Sofia, j. k. Sredetz, Bulgaria**

**Blvd. „Cherni Vrah“ 32A, Aries Office Building, floor 1**

**Important: According to the Bulgarian tax requirements subject to processing are only original invoices. Scanned copies sent to the address [emea.apinvoices@aes.com](mailto:emea.apinvoices@aes.com) will be processed only if they are stamped and signed by the supplier with a "True copy".**

**2. Electronic invoices shall be sent to the common email address:**

**[emea.apinvoices@aes.com](mailto:emea.apinvoices@aes.com)**

Issuing and sending your electronic invoices to this common email address will greatly contribute to more rapid and efficient processing of your documents and payment.

Please, consider in this case the following particulars, which are also a prerequisite for the efficient processing of documents:

- (a) Invoices shall be in Adobe PDF format;
- (b) If you are sending several invoices, you can attach just one invoice to an e-mail, so you will have to send as many e-mails as is the number of your invoices;
- (c) Each invoice can consist of more than one page;
- (d) Protocols shall be added as additional pages to the invoices;
- (d) Include in the Subject of your e-mail with an attached invoice to it the key word "Фактура" in Bulgarian or "Invoice" in English, for automatic and faster processing by the system;
- (e) If you have issued and sent an electronic invoice, you do not need to re-send a hard copy.

**3. Hand-written invoices**

If you still issue hand-written invoices, we would like to inform you that they cannot be read by the electronic scanning and automatic recognition system and since they need manual processing there might be some delays in their accounting and payment.

The Contracting Entity strongly recommends to you to avoid issuing hand-written invoices for your more efficient servicing!