

October 9 2017

**AES – 3C Maritza East I EOOD**

**and**

**Bopp & Reuther Sicherheits – und Regelarmaturen GmbH**

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**CONTRACT**

**SUPPLY OF SPARE PARTS FOR “BOPP & REUTHER” VALVES AS WELL AS INSPECTION  
AND MAINTENANCE OF HP BYPASS**

**CONTRACT NUMBER:** 083-17-PPL

This Contract is made on this 9th day of \_\_\_\_\_, 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) **Bopp & Reuther Sicherheits – und Regelarmaturen GmbH**, a company registered in Germany under UIC DE 811115106, having its headquarters and registered office at Carl Reuther Strasse 1, 68305 Mannheim, Germany, represented by Peter Laube, in his capacity as Managing Director (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**

- 1.1. 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 to and unloading of Goods under this Contract on the site of 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 136/25.8.2017 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.

**„Service Performance Order" or "Order"** means a work order set to the Contractor with a form specified in the Service Performance Order Form (Annex 6) hereto.

**"Business Day"** means any day other than Saturday, Sunday and a public holiday. **„Contract Completion Time"** means the date agreed for completion of the Supply/Service as specified in Article 9.7 of the Special Conditions (Annex 1).

**"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"** mean 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.

**„Service“** means all services and all works that must be performed by the Contractor under the terms of this Contract and its appendixes.

**"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.

- 1.2. The headings herein shall only be indicative.
- 1.3. Precedence of Documents: The documents forming this Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - (a) Special Conditions (Annex 1);
  - (b) AES Compliance Terms and Conditions (Annex 9);
  - (c) These General Provisions;
  - (d) The Technical Specification (Annex 2);
  - (e) The Contractor's Proposal for Public Procurement Order Execution (Annex 3);
  - (f) The Contractor's Offered Price (Annex 4), and any other documents forming part of the Contract.

## **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/ perform the Service specified in type, specifications, quantity, quality, unit prices 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/Service 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/Service completion 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 European Union accounting standards; and
  - (b) The Contractor shall submit all required documents related to the Goods/Service completion (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 as well as Technical report for executed works at each equipment as per the requirements of the technical specification; and
  - (c) an inspection of the Goods and completed Service performed by the Contracting Entity; and
  - (d) an acceptance certificate signed by both Parties after inspection and acceptance of the Goods without any objections, as well as a Completed Works Certificate as per Contracting Entity's template, including at least the following information (date on which the Goods have been delivered/Service has been completed, type of Goods/Service, quantity of Goods, related documentation etc.); and
- 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.
- 3.7. If applicable, all payments made by the Contracting Entity to the Contractor must be net of any taxes. When withholding tax is payable pursuant to a Double Taxation Avoidance Agreement, the rules under this Agreement between Bulgaria and the other country shall apply and no tax shall be deducted from the invoice value. Related to the implementation of the Double Taxation Avoidance Agreement, the Contractor shall provide to the Contracting Entity in advance alongside with its first issued invoice for the calendar year the following documents:
- (a) an original tax certificate proving that the Contractor is a tax resident in the country that is a party under the relevant tax agreement;
  - (b) an original declaration as mentioned in the tax agreement;
  - (c) a proof of representative authority of the person who has signed the declaration form.

#### **4. Term of the Contract and location of Service performance**

4.1. This Contract shall be in effect for the period specified in the Special Conditions (Appendix 1).

4.2. Unless otherwise specified in the Special Conditions (Annex 1) hereunder, the location of Service performance shall be: Stara Zagora region, Galabovo Municipality, Galabovo 6280, TPP "AES Galabovo".

## **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.

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 Article 12.
- 6.4. The Contracting Entity may require from the Contractor to perform the Service in full compliance with the terms hereof.
- 6.5. The Contracting Entity shall be entitled to designate a person or a group of persons of its staff to be responsible for solving of all issues arising in the work process and for accepting the completed work through a certificate.
- 6.6. The Contracting Entity shall be entitled to inspect the performance of the Service at any time while this Contract is in effect.
- 6.7. The Contracting Entity may make claims in case of identifying poor quality or improper performance of the Service including but not limited to nonconformity with the Technical Specification (Annex 2) and the Proposal for Public Procurement Order Execution (Annex 3).
- 6.8. The Contracting Entity may refuse to accept the performance of a Service that does not meet the terms of the Contract. In such a case the Parties shall draw up a bilateral certificate in which the Contracting Entity shall specify its remarks on the Service that the Contractor shall remedy. If the Contractor or its authorized person refuses to sign this certificate, the certificate shall only be signed by the Contracting Entity and the Contractor's refusal shall be mentioned in it.
- 6.9. 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).
- 6.10. If the Contractor has provided a Performance Guarantee under this Contract, the Contracting Entity may retain or forfeit the entire Performance Guarantee or part of it provided that the Contractor has failed to fulfill in full or in part any of the provisions hereof related to Goods/Service.
- 6.11. 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/Service 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/location of Service performance after obtaining the permits for such access, where these are required by the binding provisions.

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

- 8.1. To obtain the Price for delivery of the Goods/the provided Service after their acceptance and approval 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 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. To provide all necessary equipment and its personnel on site and be ready to perform the Service no later than the start date specified by the Contracting Entity in the Work Order as per Contracting Entity's template.
- 9.7. To complete the Service within the Contract Completion Time and in full compliance with all other provisions in the Contract including but not limited to the Technical Specification (Annex 2) and the Proposal for Public Procurement Order Execution (Annex 3).
- 9.8. If applicable, to ensure the presence of its representative/s and representatives of its Subcontractor/s during acceptance of the Goods/Service;
- 9.9. To notify the Contracting Entity in writing as soon as possible in case it is unable to deliver the Goods/to perform the Service in accordance with any of the provisions in the Technical Specification (Appendix 2), the Proposal for Public Procurement Order Execution (Annex 3) and this Contract;
- 9.10. To render to the Contracting Entity any assistance required in connection with the inspections mentioned in clause 6.6 above including but not limited to providing access to the premises and documentation and submission of written reports.
- 9.11. To remedy at its expense by replacing or otherwise all defects, faults, errors or omissions in the Goods/execution of the Service that are identified and/or appear within the warranty period offered by the Contractor;



- 9.12. 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 and protecting the environment, specified in Annex 7;
- 9.13. To fulfill its obligations under this Contract with due diligence;
- 9.14. To remedy at its expense any deficiencies in the work featuring quality other than the quality under the provisions herein within the agreed Contract Completion Time;
- 9.15. To keep the Site clean and tidy;
- 9.16. To furnish its staff with its company badges;
- 9.17. 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;
- 9.18. Only admit qualified and/or trained persons to work as required in the Mandatory provisions.
- 9.19. To observe and comply with the conditions of access for third parties at the site of TPP AES Galabovo specified in Annex 8.

## **10. Ordering procedure**

Where applicable, the Contracting Entity will send Purchase Orders/s to the Contractor or Service Performance Orders/s to the Contractor in the form mentioned in Annex 6 hereunder and the provisions herein will constitute and be deemed as part of any such Service Performance Order.

## **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/performance of Service, the Contractor shall apply the necessary professional experience and diligence that may reasonably be expected by a qualified and competent supplier/person with experience in carrying out similar supplies/Services 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; it will complete the Service in compliance with the time schedule of the Contracting Entity (if any);
  - (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 of Goods and performance of Service is qualified, trained and experienced for such activities;
- (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 Goods/ performance of Service;
- (f) it will observe the requirements of the Agreement on ensuring health and safety at work (Annex 5) hereunder and 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 current Contract;
- (g) at the time of Contract signature it shall provide a certificate issued by the regional office of the National Insurance Institute certifying the presence or absence of occupational accidents over the last three years. It shall also provide such a document for the Subcontractors it has hired. The Contractor shall immediately inform the Contracting Entity of any changes in the so certified circumstances. Any serious violation of the safety rules will be a sufficient reason for the Contracting Entity to terminate the Contract unilaterally. termination of the Contract signed by the Contracting Authority;
- (h) while performing the Service on site, it shall immediately report of any events that might lead to environmental pollution or of any occurrence of environmental pollution.

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 shall perform activities on the site of the Contracting Entity in a manner that does not disturb the activities of the staff and any other persons working in close proximity.

11.6. The guarantee period (if applicable) for the completed delivery/Service shall be the period specified in the Special Conditions (Appendix 1).

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

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

12.2. If applicable, acceptance of the Goods shall be certified by signing an acceptance certificate. The acceptance certificate shall serve as certification of the delivery date and the quantity of Goods delivered, quantity discrepancies, missing items, damaged packaging, incomplete documents accompanying the Goods and other comments in respect of the Goods.

Acceptance of the Service shall be certified by signing a bilateral certificate for the completed work, which shall mention the date and/or the time period when the Service has been completed, deviations in quality, quantity, identified obvious defects of the Service and other circumstances relevant to the proper performance of the Service.

- 12.3. If the Contractor has entered into a subcontract, the Service shall only be accepted by the Contracting Entity in the presence of the Contractor and representatives of the subcontractor/s. In this case, the Service acceptance certificate shall be signed by authorized representatives of the subcontractor/s.
- 12.4. In respect of Goods/Service not covered by a guarantee period, the Contracting Entity may make claims for hidden defects, faults and non-conformity of the Goods/Services within 30 (thirty) days from the date of delivery acceptance/the completed work certificate.
- 12.5. 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), as well as any faults, defects and/or any other discrepancies of the Service with regard to the provisions in the Contract, the Contracting Entity shall within the period specified under Article 12.4 notify in writing (including electronically to an e-mail address specified by the Contractor) the Contractor of any such faults, defects and/or discrepancies.

The Contractor shall remedy the identified faults, defects and/or discrepancies with regard to the provisions in the Contract entirely at its expense, subject to the limitations of liability set out below. The remedy time shall be the time period specified in the Special Conditions (Annex 1).

- 12.6. In the cases under the preceding clause, the Contracting Entity may return the Goods to the Contractor at the expense of the latter. If the Contracting Entity is interested in the delivery of Goods on a later date, the Contracting Entity may ask the Contractor to replace the Goods and/or remove any identified faults, defects and/or discrepancies at the expense of the Contractor within a time frame mutually agreed between the parties. If the delivered Goods do not comply with the Specification with regard to quality and that has been established and duly documented by representatives of the Contracting Entity within the guarantee period of the Goods or within the time frame specified in clause 12.4, and the Contractor is not able to change the Good that they comply with the quality requirements of the Specifications, the Contracting Entity may order the production and delivery of such Goods to another supplier and then the Contractor must pay all costs incurred by the Contracting Entity for the production and delivery of the Goods, subject to the limitations of liability set out below.
- 12.7. 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. The warranty period for repaired / replaced goods is the remainder of the initial warranty period.
- 12.8. 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.

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

- 13.1. If delivery is made after the date of delivery or Service completion occurs after the agreed completion date, the Contractor shall pay a penalty of 0.25% (zero point twenty five percent) for each complete week of delay or the Services completed late but max. 5% (five percent) of the price of the delayed Goods / Services without VAT. The payment of liquidated damages is the sole remedy for delayed delivery or completion of Services.

- 13.2. In case of late payment, the Contracting Entity shall pay a penalty of 0.25% (zero point twenty five percent) of the value of the delayed payment for each day of delay but not more than 5% (five percent) of the value of the payment due.

#### **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, 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 issued within 5 (five) days from the signature date of the acceptance certificate or of any portion/lot of it without any comments, duly signed by both parties. A copy of the completed work certificate shall be attached to each invoice. Invoices shall be prepared and accepted under the procedure for sending and accepting of invoices (Annex 11).
- 15.2. 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.
- 15.3. 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.
- 15.4. 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 17.3 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 payment by the Contracting Entity.
- 17.2 Subject to Article 17.3 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 payment by the Contracting Entity. .
- 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/performance of the Services will not break any intellectual property rights, 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 and non-transferable license for such use from third parties when such is necessary for making full use (if applicable).
- 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/any intellectual property rights in connection with the performance of the Services.
- 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/performance of the Services.
- 18.5 The provisions of this Article 18 shall continue to be valid after the termination of this Contract.

## **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, however, shall not under any circumstances whatsoever be liable to the Contracting Entity in contract, tort (including negligence), strict liability, warranty, indemnity or otherwise for any (i) loss of anticipated profits or revenues, (ii) loss of use or any losses in relation to business interruption, (iii) loss of production, (iv) non-operation of other equipment, (v) cost of capital, (vi) downtime costs (vii) cost of purchased or replacement power and/or facilities, (viii) damage to environment, (ix) claims of customers of the Contracting Entity for damages or (x) indirect, incidental, special, punitive or consequential damages that arises under or in connection with the contract, even if Contractor is advised in advance of the possibility of such losses or damages.

Contractor's total liability with respect to any and all claims, losses and damages arising out of any cause whatsoever (whether such cause be based in contract, tort (including negligence) strict liability, warranty or otherwise) related hereto shall in no event exceed the contract price of the Goods or Services in respect of which such cause arises.

In this context it is, however expressly clarified that nothing in this contract shall limit or exclude Contractor's liability for death or bodily injury resulting from negligence, fraud or fraudulent misrepresentation, or other liabilities which cannot be excluded by law.

19.5 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.

19.6 The Contractor shall (if applicable and if provided in the Technical Specifications (Appendix 2) and the conditions for public procurement execution) maintained for the period necessary to meet its responsibilities under this Contract, insurance for damage caused by the Goods/Service provided by Contractor with insurance coverage sufficient to cover the liability (and in any case the amount of the minimum percentage of the total price of the order, specified in the Special conditions (Appendix 1)) with an insurer and on terms acceptable for the Contracting Entity. The Contractor shall, upon request by the Contracting Entity, provide appropriate proof for the fulfillment of this Article. 19.6.

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

- 19.8 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.
- 19.9 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.
- 19.10 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.
- 19.11 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/performance of the Service and other contractual work.
- 19.12 Persons, for whom the Contractor is responsible, including its employees, officers, representatives, consultants, subcontractors and sub-suppliers of each of them.
- 19.13 Nothing herein (express or implied) does not limit the liability of the Contractor in the performance of its obligations under 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 § 2, item 27 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.

20.2. The Contracting Entity may unilaterally terminate the contract without notice if the Contractor:

- (a) delays the execution of any of its obligations under this Contract intentionally for more than one month even after Contracting Entity has sent a warning letter in which the intention to terminate is mentioned;
- (b) refuses to replace the Goods showing faults, defects and discrepancies within the time agreed between the parties;
- (c) refuses to remedy at its expense faults, defects and discrepancies identified in the performed Service within the time frame agreed between the parties;
- (d) fails to fulfill accurately and in full compliance any of its obligations under this Contract and its appendices and refuses to make good;
- (e) 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/Service, e.g. cost for material ordered at suppliers of the Contractor and such orders cannot be terminated or cancelled.

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

#### **21A. Anti-corruption provisions**

21A.1 While performing its obligations under this Contract, the Contractor, its employees, agents and representatives shall fully comply with all applicable provisions against corruption, money laundering, terrorism, economic sanctions laws and "anti-Boycott" laws, including without limitation, the law of the United States against corruption abroad, the Bulgarian Penal Code effective since 1968, with its amendments and the Code of conduct for civil servants effective since 2004.

or

#### **21B. AES Compliance Terms and Conditions and Interaction with Government Officials Certification**

21B.1 While performing its obligations under this Contract, the Contractor undertakes to comply with the representations, warranties and conditions contained in the AES Compliance Terms and Conditions, Annex 9 hereto, forming an integral part hereof.

21B.2 The contractor shall prior to signing of this Contract submit original copies deliver before the signing of this Agreement original copies of the Interaction with Government Officials



Certification signed by each and every of its employees to be involved in the performance of the Service. The form of the Interaction with Government Officials Certification is attached as Annex 10 hereto. The Contractor shall ensure compliance of its personnel with the rules in the Interaction with Government Officials Certification.

The applicable conditions shall be specified in the Special Conditions (Annex 1).

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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

## **26. Governing law and disputes**

This Contract shall be governed by the Bulgarian law. All disputes arising out of this Contract or related to it, including those involving or relating to its interpretation, invalidity, performance or termination, as well as disputes about filling gaps in this Contract or its adaptation to new circumstances, shall be referred for resolution to the Arbitration Court at the Bulgarian Chamber of Commerce in accordance with Dispute Board Rules based on arbitration agreements.

### **Appendixes:**

1. Special Conditions;
2. Technical Specification;
3. Technical Proposal for Public Procurement Order Execution;
4. Offered Price;
5. Agreement for ensuring healthy and safe working conditions;
6. Service Performance Order Form;



7. EHS requirements to Contractors;
8. Conditions for third party access to the Contracting Entity's site;
9. AES Compliance Terms and Conditions;
10. Interaction with Government Officials Certification Form;
11. 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 **Bopp & Reuther Sicherheits – und Regelarmaturen GmbH**

Signature: .....



**IMI BOPP & REUTHER**  
 Bopp & Reuther  
 Sicherheits- und Regelarmaturen GmbH  
 Carl-Reuther-Strasse 1  
 D-68305 Mannheim-Waldhof / Germany

Name: Peter Laube

Title: Managing Director

**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 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: Kalin Stoyanov Telephone number: +359 884388422 E-mail: <a href="mailto:kalin.stoyanov@aes.com">kalin.stoyanov@aes.com</a>  Name: Milen Stoyanov Telephone number: +359 884377622 E-mail: <a href="mailto:milen.stoyanov@aes.com">milen.stoyanov@aes.com</a>  Accounting matters (invoices): E-mail: <a href="mailto:emea.apinvoices@aes.com">emea.apinvoices@aes.com</a>  3. Commercial and contract matters: Name: Ivelina Geshkova Telephone number: +359 887840822 E-mail: <a href="mailto:ivelina.geshkova@aes.com">ivelina.geshkova@aes.com</a>  4. Health & Safety Coordinator: Duty engineer H&S: 0884 886 663 E-mail: <a href="mailto:MaritzaEHSTeam@aes.com">MaritzaEHSTeam@aes.com</a>
Contractor	Bopp & Reuther Sicherheits – und Regelarmaturen GmbH  UIC: DE 811115106
Contractor's address:	Carl Reuther Strasse 1, 68305 Mannheim, Germany
Contractor's Representative	Name: Helen Deck, Inside Sales Engineer  Telephone number: +621/76220 318  E-mail: <a href="mailto:helen.deck@imi-critical.com">helen.deck@imi-critical.com</a>
Subject of Contract	Supply of spare parts for "Bopp & Reuther" valves as well as inspection and maintenance of HP Bypass


Contractor's Key Personnel	<p>1. Peter Laube - CEO; Managing Director</p> <p>Phone: +49 621 76220 411</p> <p>Email: <a href="mailto:Peter.Laube@bursr.com">Peter.Laube@bursr.com</a></p> <p>Office Address: Carl-Reuther-Strasse 1, 68305 Mannheim</p>
Article 3.1 Price of Goods and Service	<p>The Total Negotiated Price for Goods - EUR 284 254, 48 (two hundred and eighty four thousand two hundred fifty-four euros, and 48 eurocents), VAT excluded, for DAP delivery on the site of the Contracting Entity as per INCOTERMS 2015.</p> <p>Related to provision of the Services, the Contracting Entity shall pay to the Contractor based on the unit prices offered by the Contractor in its Offered Price (Appendix 4). Payments under the contract will be carried out based on proven quantities and executed works. Payments of travel, accommodation, meal and other addition costs will be made only after submission of payment documents.</p> <p>The Contracting Entity shall pay the price as follows:</p> <p>-30% of the price of the Goods/Service as advance payment after presenting an advance payment guarantee in the format as agreed between the Parties for the same amount;</p> <p>-70% of the price of the Goods/Services within 30 (thirty) days after submission of an invoice original and an acceptance certificate for each delivery signed without comments by the representative of the Contracting Entity and after meeting the requirements under Article 3.3 of the Contract. Payment of performed Service shall be within the aforementioned period after submission of an invoice original and a Technical report for each equipment on the basis of executed work (as a type and quantity) and approved by Contracting Entity by signed Completed Works Certificate.</p>
Article 3.4 Bank account indicated by the Contractor	<p>Bank: Bank of America N.A.</p> <p>IBAN: DE 50 5001 0900 0020 6580 18</p> <p>BIC: BOFADEFX</p>
Article 4 Term of the Contract	<p>The Contract shall come into effect on the date of signature and shall be valid until 31.12.2019.</p>
Article 5.1 Goods Delivery Terms	<p>The Goods shall be delivered in one shipment/in lots according to the date for delivery specified in the Technical Offer (Appendix 3) in accordance with the applicable regulatory requirements.</p> <p>Each delivery shall be accompanied by:</p> <ul style="list-style-type: none"> <li>(a) Packing list;</li> <li>(b) Acceptance certificate;</li> <li>(c) Certificate of quality or Declaration of conformity from the manufacturer;</li> <li>(d) Drawing of the product (if applicable);</li> </ul>


	<p>(e) Completed Works Certificate;</p> <p>(f) Technical report;</p>
Article 5.2 Address for delivery of the Goods	The Goods shall be delivered to the site of the Contracting Entity.
Article 5.4 Way of notification of the delivery date and scheduled time	Notice of readiness for shipment shall be sent to the Contracting Entity at least one (1) day prior to the date of shipment to the email address: <a href="mailto:store@aes.com">store@aes.com</a>
Article 9.7 Terms for completion of Service	<p>The execution of activities subject to current Public Procurement Order shall be performed during the 2018 overhauls after the delivery of spare parts specified in the Technical Offer (Appendix 3).</p> <p>The Contracting Entity shall notify in writing the Contractor for the outage periods of both units at least 60 (sixty) calendar days before the beginning of the overhauls.</p>
Article 11.6 Guarantee period	<p>For Goods - twelve (12) months from the date of commissioning or eighteen (18) months from the delivery date whichever occurs earlier.</p> <p>For Service - ninety (90) days after signing the Completed Works Certificate.</p>
Article 12.6 Remedy time	The remedy time specified in clause 12.6 shall be agreed among both Parties on a case-by-case basis.
Article 13 Penalties and Sanctions	General Conditions applicable.
Article 19.5 Insurance	Not applicable
Article 21A & 21B AES Compliance Terms and Conditions	In accordance with Article 21A
Annex 9	Not applicable
Annex 10	Not applicable

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

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

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


		<b>Endorsed by:</b>  <div style="text-align: right;">Todor Belezhev</div> <div style="text-align: right;">Plant Manager AES-3C Maritza East 1 EOOD</div> <div style="text-align: right;">Date: 06.02.2017</div>	
<b>Prepared by:</b>		<b>Approved by:</b>	
Veronika Emilova		Dimo Bahov	
<h2>TECHNICAL SPECIFICATION</h2>			
Description:	<b>Supply of spare parts for fittings “Bopp &amp; Reuther” and inspection and maintenance of HP-Bypass valve</b>		
Document:	<b>ME1-MP-TRM-0231</b>		
Controlled copy location in AES Maritza Document Control System MS Share Point		Library: 1.Power Plant/5.Engineering/11.Technical specifications	

	Document №: <b>ME1-MP-TRM-0231</b> <b>TECHNICAL SPECIFICATION</b>	Date: 06.02.2017
	<b>Supply of spare parts for fittings “Bopp &amp; Reuther” and inspection and maintenance of HP-Bypass valve</b>	Page: 2/8

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## 1. SCOPE OF SUPPLY/SERVICE

- Supply of spare parts for fittings “Bopp & Reuther” from the manufacturer production line
- Inspection and repair of HP- Bypass valve of Unit 1 and Unit 2

## 2. TECHNICAL REQUIREMENTS

### 1. Technical requirements related to the delivery

- The scope of supply covers delivery of spare parts specified in the Bill of quantities: ME1-MP-TRM-0231-A1 which is an integral part of this document
- All delivered spare parts must be original, new and unused ones and they shall be accompanied by Certificate of quality and Declaration of conformity

### 2. Technical requirements related to the service

The scope of work includes all activities connected with revision, disassembling, parts replacement, assembling, valve adjustment and hydraulic actuator inspection of the following equipment:

UNIT 1		UNIT 2	
KKS Functional location	Description	KKS Functional location	Description
01LBF11AA001	HP Bypass	02LBF11AA001	HP Bypass
01LAE31AA001	Stop valve	02LAE31AA001	Stop valve
01LAE31AA002	Water Control valve	02LAE31AA002	Water Control valve
01LBF12AA001	HP Bypass	02LBF12AA001	HP Bypass
01LAE32AA001	Stop valve	02LAE32AA001	Stop valve
01LAE32AA002	Water Control valve	02LAE32AA002	Water Control valve


All inspection and maintenance activities on the HP-bypass valve will be coordinated by a representative of the contracting entity. After the completion of the work, the Contractor shall submit a Service report and a Technical report for the activities performed on every piece of equipment. The Contractor must provide the needed equipment for the services. If necessary the following work will be provided by plant: cutting, welding, annealing and NDT; lifting tools; scaffold.

#### Scope of work UNIT1:

- HP-Bypass-Station, Type: SiRA BH 100 ST – 2 items (KKS: 01LBF11AA00, 01LBF12AA001):
  - preparation on site
  - detach insulation (by plant)

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- dismounting of the armature
- cleaning of several parts
- grinding of seat and cone (manually)
- exchange of wear parts
- visual check of internal parts and guide
- reassembly of armature
- adjusting set pressure
- apply insulation (by plant)
- clearance on site
- documentation of service work
- Water-Stop-Valve, Type: WRA – 2 items (KKS: 01LAE31AA001, 01LAE32AA001):
  - preparation on site
  - detach insulation (by plant)
  - dismounting of the armature
  - cleaning of several parts
  - grinding of seat and cone (manually)
  - exchange of wear parts
  - visual check of internal parts and guide
  - reassembly of armature
  - adjusting set pressure
  - apply insulation (by plant)
  - clearance on site
  - documentation of service work
- Water-Control-Valve, Type: WRE – 2 items (KKS: 01LAE31AA002, 01LAE32AA002):
  - preparation on site
  - detach insulation (by plant)
  - dismounting of the armature
  - cleaning of several parts
  - grinding of seat and cone (manually)
  - exchange of wear parts
  - visual check of internal parts and guide
  - reassembly of armature
  - adjusting set pressure
  - apply insulation (by plant)
  - clearance on site
  - documentation of service work
- Hydraulic Actuators of HP-Bypass and Water-Control / Stop-Valves, Type: AHFE 200/100-55/200, AH75-30/40, AHTA 75-30/40 – 6 items:
  - preparation on site
  - dismounting of the hydraulic drive
  - maintain hydraulic actuator
  - mount hydraulic cylinder
  - clearance on site
  - documentation of the service work

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- Steam Atomizing Nozzle of HP-Bypass – 2 items:
  - preparation on site
  - open the cover of the steam atomizing nozzle
  - complete disassembling of internal parts (with extraction tool)
  - visual inspection of the disassembled parts and connection elements (dimensional inspection of the wear range – depending on diagnosis)
  - cleaning of dissembled parts
  - visual inspection of atomizing range /injection gap/ (replacing the steam Stock – depending on diagnosis)
  - exchange of wear parts
  - complete mounting of the nozzle
  - documentation of the service work

#### **Scope of work UNIT2:**

- HP-Bypass-Station, Type: SiRA BH 100 ST – 2 items (KKS: 02LBF11AA00, 02LBF12AA001):
  - preparation on site
  - detach insulation (by plant)
  - dismounting of the armature
  - cleaning of several parts
  - grinding of seat and cone (manually)
  - exchange of wear parts
  - visual check of internal parts and guide
  - reassembly of armature
  - adjusting set pressure
  - apply insulation (by plant)
  - clearance on site
  - documentation of service work
- Water-Stop-Valve, Type: WRA – 2 items (KKS: 02LAE31AA001, 02LAE32AA001):
  - preparation on site
  - detach insulation (by plant)
  - dismounting of the armature
  - cleaning of several parts
  - grinding of seat and cone (manually)
  - exchange of wear parts
  - visual check of internal parts and guide
  - reassembly of armature
  - adjusting set pressure
  - apply insulation (by plant)
  - clearance on site
  - documentation of service work
- Water-Control-Valve, Type: WRE – 2 items (KKS: 02LAE31AA002, 02LAE32AA002):
  - preparation on site
  - detach insulation (by plant)

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- dismounting of the armature
- cleaning of several parts
- grinding of seat and cone (manually)
- exchange of wear parts
- visual check of internal parts and guide
- reassembly of armature
- adjusting set pressure
- apply insulation (by plant)
- clearance on site
- documentation of service work
- Hydraulic Actuators of HP-Bypass and Water-Control / Stop-Valves, Type: AHFE 200/100-55/200, AH75-30/40, AHTA 75-30/40 – 6 items:
  - preparation on site
  - dismounting of the hydraulic drive
  - maintain hydraulic actuator
  - mount hydraulic cylinder
  - clearance on site
  - documentation of the service work
- Steam Atomizing Nozzle of HP-Bypass – 2 items:
  - preparation on site
  - open the cover of the steam atomizing nozzle
  - complete disassembling of internal parts (with extraction tool)
  - visual inspection of the disassembled parts and connection elements (dimensional inspection of the wear range – depending on diagnosis)
  - cleaning of dissembled parts
  - visual inspection of atomizing range /injection gap/ (replacing the steam Stock – depending on diagnosis)
  - exchange of wear parts
  - complete mounting of the nozzle
  - documentation of the service work

### 3. DELIVERY PERIOD

Delivery period will be according the technical proposal of the Contractor.


The inspection and repair activities on the HP-bypass valve will be performed during the 2017 and 2018 overhauls after the delivery of the spare parts under this specification.

Advance notice for the outage periods will be send to the Contractor at least 60 calendar days before the beginning of the overhauls.

### 4. PLACE OF DELIVERY

The place of delivery shall be AES-3C Maritza East 1 Power Plant located in the town of Galabovo, approximately 50 km southeast of Stara Zagora. The spare parts are delivered by Contractor's transport to the warehouse located on the territory of the power plant.

### 5. ACCESS TO THE POWER PLANT

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The warehouse working time for suppliers is every working day, from Monday to Friday, from 8:30 a.m. to 3:00 p.m.

The suppliers must adhere to the following rules upon delivery of goods:

Upon delivery, the supplier shall submit 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 1 EOOD. The security guard at the gate will provide a temporary pass.

Drivers of vehicles on the territory of the plant must drive, stop and park in such a way that they do not obstruct the movement of the other vehicles (fire truck, ambulance, company cars) or people.

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

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

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 weapon, blank weapon and explosive materials is absolutely forbidden.

## **6. WRAPPING, PACKING AND ARRANGEMENT**

The supplied spare parts must be in original, intact, sealed packaging ensuring their protection until initial opening and they must have original manufacturer’s labels.

## **7. GOODS ACCEPTANCE TO THE WAREHOUSE**

Upon delivery, the Contractor must notify the contracting entity about the delivery date and time one day prior to the date of delivery to the warehouse so as to ensure the necessary loading and unloading equipment.

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


Each first delivery of a particular 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.

In case that the 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. HSE AND SECURITY REQUIREMENTS**

### **1. Site visit**

Site visit should be preliminary planned and coordinated with the contracting authority. The representatives of the participant must be equipped with personal protective equipment (PPE) – safety helmet, safety shoes, and safety glasses. The candidate must apply for site access 24 hours prior to the visit. For this purpose, the participant must send to the contact person of the contracting entity a list of the people which will visit the site with their names, PIN and positions. Prior to access

	Document №: <b>ME1-MP-TRM-0231</b> <b>TECHNICAL SPECIFICATION</b>	Date: 06.02.2017
	<b>Supply of spare parts for fittings “Bopp &amp; Reuther” and inspection and maintenance of HP-Bypass valve</b>	Page: 8/8

to the site, each representative of the candidate should pass initial safety indoctrination which is conducted by the contracting entity's authorized personnel every working day at 9:00 am and at 13:00.

## 2. Instructions for preparation of permit-to-work documents

Before accessing the workplace, the Contractor submits the documents specified in the “Instructions for preparation of permit-to-work documents” published in the buyer's profile.

## 3. HSE requirements for the Contractor

Every Contractor must observe the HSE requirements specified in “HSE requirements” published in the buyer's profile.

## 9. CERTIFICATES AND REFERENCE DOCUMENTS

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

## 10. APPENDIXES

№	Document number	Description
1	ME1-MP-TRM-0231-A1	Bill of Quantities(BoQ)
2	MTZ/01/B/LB---00733/DD/803 /3-18-00059/	Sectional drawing Water control and Stop valve type WRZ 36.80//80/113
3	MTZ/01/B/LB---00733/DD/802 /3-18-00058/	Sectional drawing HP-Bypass SIRA BG 100sT
4	Dat.92105594.002	Technical datasheet Spray water valve combination
5	Dat.92105594.007	Technical datasheet PCS Position Control System



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

ТЕХНИЧЕСКО ПРЕДЛОЖЕНИЕ / TECHNICAL OFFER

към оферта за участие в обществена поръчка с предмет: "Доставка на резервни части за арматура "Bopp & Reuther", инспекция и ремонт на БРОУ ВН"  
a part of the offer for participation in a direct negotiations procedure with subject: "Supply of spare parts for "Bopp & Reuther" valves as well as inspection and maintenance of HP Bypass", Ref. ME1-2017-DN-D032

№	AES Mat. №	Наименование и техническо описание Name and technical description	Номенклатурен номер на производителя Manufacturers' ref. №	Чертеж № Drawing No	Позиция Pos.	Мерна единица Unit	Кол-во Quantity	Срок на доставка/изпълнение на услугата Delivery date/Time for execution of services	Гаранционен срок след доставка/извършване на услугата Warranty period after date of delivery/execution of services	Забележка Notes
1	2	3	4	5	6	7	8	9	10	11
Резервни части/Spare parts										
1	10.311.158	Packing ring SIRA BH 100 sT / Пръстен набиакс байпас ВН турбина SIRA В	1-02-18011-850	3-18-00058	1/16	pcs./бр.	10	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
2	10.311.159	Packing cord SIRA BH 100 sT / Набиакс байпас ВН турбина SIRA BHsT	1-02-18207-850	3-18-00058	1/36	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
3	10.311.160	Spiral gasket SIRA BH 100 sT / Уплътнение байпас ВН турбина SIRA BHsT	2-02-87054-000	3-18-00058	1/27	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
4	10.311.171	Cover sealing Spraywater Shut-off Valve / Уплътнение байпас ВН турбина стопорна кл	1-02-17572-850	3-18-00059	1/1/6	pcs./бр.	7	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
5	10.311.173	Packing ring Spraywater Shut-off Valve / Пръстен набиакс байпас ВН турбина стопор	1-02-18191-850	3-18-00059	1/1/16	pcs./бр.	20	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
6	10.320.282	Sealing set for actuator pos.2/5 / Уплътнение комплект пос.2/5	2-38-26042-100	3-18-00058	2/5	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
7	10.320.283	Sealing set for actuator pos.1/2/5 / Уплътнение комплект 1/2/5	2-38-27823-100	3-18-00059	1/2/5	pcs./бр.	7	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
8	10.320.285	Packing ring Pos.1/2/2/6 HP-bypass / Графитен пръстен 1/2/2/6 байпас ВН	1-02-17569-850	3-18-00058	1/22/6	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
9	10.320.286	Packing ring Pos.1/22/10 HP-bypass / Графитен пръстен 1/22/10 байпас ВН	1-02-19100-850	3-18-00058	1/22/10	pcs./бр.	10	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	

№	AES Mat. №	Наименование и техническое описание Name and technical description	Номенклатурен номер на производителя Manufacturers' ref. No	Чертеж № Drawing No	Позиция Pos.	Мерца единица Unit	Кол-во Quantity	Срок на доставка/изпълнение на услугата Delivery date/Time for execution of services	Гаранционен срок след доставка/извършване на услугата Warranty period after date of delivery/execution of services	Забелеска Notes
10	10.332.799	Pos.3 Stud HP-Вуypass 3-18-00058 / Поз.3 Шпилка байпас ВН 3-18-00058	1-75-23035-685	3-18-00058	3	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
11	10.332.820	Pos.4 Hexagon nut HP-Вуypass 3-18-00058 / Поз.4 Гайка байпас ВН 3-18-00058	1-75-23034-899	3-18-00058	4	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
12	10.332.821	Pos.1/11 Stud HP-Вуypass 3-18-00058 / Поз.1/11 Шпилка байпас ВН 3-18-00058	1-75-23035-706	3-18-00058	1/11	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
13	10.332.822	Pos.1/12 Hexagon nut HP-Вуypass 3-18-00058 / Поз.1/12 Гайка байпас ВН 3-18-00058	1-75-23034-942	3-18-00058	1/12	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
14	10.332.823	Pos.1/20 Stud HP-Вуypass 3-18-00058 / Поз.1/20 Шпилка байпас ВН 3-18-00058	1-75-23024-795	3-18-00058	1/20	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
15	10.332.824	Pos.1/21 Hexagon nut HP-Вуypass 3-18-00058 / Поз.1/21 Гайка байпас ВН 3-18-00058	1-75-23083-983	3-18-00058	1/21	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
16	10.332.825	Pos.1/29 Stud-bolt HP-Вуypass 3-18-00058 / Поз.1/29 Шпилка байпас ВН 3-18-00058	1-75-23035-049	3-18-00058	1/29	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
17	10.332.826	Pos.1/30 Hexagon nut HP-Вуypass 3-18-00058 / Поз.1/30 Гайка байпас ВН 3-18-00058	1-75-23034-899	3-18-00058	1/30	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
18	10.332.829	Pos.2/2/57 Hexagon bolt 3-18-00059 / Поз.2/2/57 Болт 3-18-00059	1-18-00808-001	3-18-00059	2/2/57	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
19	10.332.850	Pos.2/2/58 Locking washer 3-18-00059 / Поз.2/2/58 Законтрираща шайба 3-18-00059	1-00-81125-550	3-18-00059	2/2/58	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
20	10.333.222	Body cover pos.2 / Гайка поз.2	1-18-00804-001	3-18-00058	1/22/2	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
21	10.333.223	Nozzle body pos.3 / Дюза поз.3	1-18-00805-001	3-18-00058	1/22/3	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	



№	AES Mat. №	Наименование и техническое описание Name and technical description	Номенклатурен номер на производителя Manufacturers' ref. No	Чертеж № Drawing No	Позиция Pos.	Мерна единица Unit	Кол-во Quantity	Срок на доставка/изпълнение на услугата Delivery date/Time for execution of services	Гаранционен срок след доставка/извършване на услугата Warranty period after date of delivery/execution of services	Забелеска Notes
22	10.333.224	Injection tube pos.5 / Направляваща втулка поз.5	1-38-31178-550	3-18-00058	1/22/5	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
23	10.333.225	Stemming pos.11 / Осигуряващ пръстен поз.11	1-38-31218-550	3-18-00058	1/22/11	pcs./бр.	8	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
24	10.336.122	O-ring 012 9,25-1,78 / O-пръстен 012 9,25-1,78	1-75-23275-020	3-18-00058		pcs./бр.	80	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
25	10.358.840	Spindel / Шпиндел	2-18-00369-001	3-18-00058	1/3	pcs./бр.	4	22 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
26	10.358.841	Silencer / Разпределителна решетка	2-18-00365-001	3-18-00058	1/4	pcs./бр.	4	22 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
27	10.311.157	Cover sealing SIRA BHsT / Уплътнение байпас ВН турбина SIRA BHsT	1-02-90048-850	3-18-00058	1/6	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
28	10.320.284	Packing ring Pos.1/22/4 HP-bypass / Г рафитен пръстен Поз.1/22/4 байпас ВН	1-02-19101-850	3-18-00058	1/22/4	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
29	10.332.827	Pos.1/1/4 Seat 3-18-00059 / Поз.1/1/4 Лице 3-18-00059	2-38-29408-000	3-18-00059	1/1/4	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
30	10.332.828	Pos.2/1/4 Seat 3-18-00059 / Поз.2/1/4 Лице 3-18-00059	1-38-19613-550	3-18-00059	2/1/4	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
31	10.358.807	Stem / Шпиндел	1-38-28416-550	3-18-00059	1/1/3	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
32	10.358.808	Stem / Шпиндел	1-38-28417-550	3-18-00059	2/1/3	pcs./бр.	4	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
33	10.358.842	Piston rod / Бутален прът	1-38-26255-550	3-18-00058	2/5/10/1	pcs./бр.	1	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	

№	AES Mat. №	Наименование и техническое описание Name and technical description	Номенклатурен номер на производителя Manufacturers' ref. No	Чертеж № Drawing No	Позиция Pos.	Мерна еднина Unit	Кол-во Quantity	Срок на доставка/изпълнение на услугата Delivery date/Time for execution of services	Гаранционен срок след доставка/извършване на услугата Warranty period after date of delivery/execution of services	Забележка Notes
34	10.358.843	Piston rod / Бутален прът	1-38-19876-550	3-18-00059	2/2/5/2	pcs./бр.	1	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
35	10.360.092	Piston rod / Бутален прът	1-38-21503-550	3-18-00059	1/2/5/2	pcs./бр.	1	12 weeks after receipt of PO and confirmation,	12 months after commissioning, max. 18 months after delivery ex works	
Услуги/Services										
36	-	Services for inspection and maintenance of Unit 1 equipment / Услуги по инспекция и ремонт на съоръжения Блок 1	-	-	-	-	-	n.a.	90 days	-
37	-	Services for inspection and maintenance of Unit 2 equipment / Услуги по инспекция и ремонт на съоръжения Блок 2	-	-	-	-	-	n.a.	90 days	-

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:

- Опаковъчен лист; Packing list;
- Приемно-предавателен протокол; Acceptance Certificate;
- Сертификат за качество или Декларация за съответствие от производителя; Certificate of quality or Declaration of conformity from the manufacturer;
- Чертеж на изделието (ако е приложимо); Drawing of the product (if applicable);
- Протокол за извършената работа; Completed Works Certificate;
- Технически доклад; Technical report;

ПОДПИС/ПЕЧАТ: / SIGNATURE AND STAMP:

 (име и фамилия) / (name and surname)

30.05.2017 (дата) / (date)



**IMI BOPP & REUTHER**  
Bopp & Reuther  
Sicherheits- und Regelarmaturen GmbH  
Carl-Reuther-Strasse 1  
D-68305 Mannheim-Walldorf / Germany

Managing Director (длъжност на управляващия/представяващия участника) / (title of Participant's manager/representative)

Peter Laube (наименование на участника) / (Participant's name)

/п/но наименование на участника, търговски адрес, телефон и факс, ЕИК и ИИ по ЗДДС/  
/Participant's full name, commercial address, telephone and fax, EIC and VAT registration number/

## ЦЕНОВА ОФЕРТА / PRICE OFFER

Към оферта за участие в обществени поръчки с предмет: "Доставка на резервни части за арматура "Bopp & Reuther", инспекция и ремонт на БРОУ ВН"  
a part of the offer for participation in a direct negotiations procedure with subject: "Supply of spare parts for "Bopp & Reuther" valves as well as inspection and maintenance of HP Bypass",  
Ref: MEI-2017-DN-D-032

Забелюшки: Note:		1. За коректно попълване на ценовата оферта, моля попълнете само жълтите полета. / For the proper filling of current Price offer please enter information only in yellow boxes. 2. Посочените цени да се попълняват без ДДС. / The proposed prices shall be without VAT. 3. Пришито по договора ще се извърши на базис доказани количества / Payments under the contract will be carried out based on proven quantities. 4. Изпълнението на разходите за транспорт, настаняване, храна и др. ще се извършва след представяне на документи за направените плащания / Payments of travel, accomodation and other addition costs will be made only after receipt.							
Резервни части/Spare parts									
№	AES Mat. №	Описание Description	Номенклатурен номер на производителя Manufacturers' ref. No	Чертеж № Drawing No	Позиция Pos.	Мерна единица Unit	Количество Quantity	Ед.цена Евро Unit price EUR	Стойност Евро Total price EUR
1	10.311.158	Packing ring SIRA BH 100 sT / Пръстен набивки байпас ВН турбина SIRA B	1-02-18011-850	3-18-00058	1/16	pcs./бр.	10	57,53	575,30
2	10.311.159	Packing cord SIRA BH 100 sT / Набивки байпас ВН турбина SIRA BHsT	1-02-18207-850	3-18-00058	1/36	pcs./бр.	4	64,06	256,24
3	10.311.160	Spiral gasket SIRA BH 100 sT / Уплътнение байпас ВН турбина SIRA BHsT	2-02-87054-000	3-18-00058	1/27	pcs./бр.	4	133,15	532,60
4	10.311.171	Cover sealing Spraywater Shut-off Valve / Уплътнение байпас ВН турбина стопорна кла	1-02-17572-850	3-18-00059	1/16	pcs./бр.	7	95,33	667
5	10.311.173	Packing ring Spraywater Shut-off Valve/ Пръстен набивки байпас ВН турбина стопор	1-02-18191-850	3-18-00059	1/116	pcs./бр.	20	28,83	576,60
6	10.320.282	Sealing set for actuator pos.2/5 / Уплътнение комплект лоз.2/5	2-38-26042-100	3-18-00058	2/5	pcs./бр.	4	524,87	2.099,48
7	10.320.283	Sealing set for actuator pos.1/2/5 / Уплътнение комплект 1/2/5	2-38-27823-100	3-18-00059	1/2/5	pcs./бр.	7	231,45	1.620,15
8	10.320.285	Packing ring Pos.1/22/6 HP-bypass / Графитен пръстен Поз.1/22/6 байпас ВН	1-02-17569-850	3-18-00058	1/22/6	pcs./бр.	4	45,73	182,92
9	10.320.286	Packing ring Pos.1/22/10 HP-bypass / Графитен пръстен Поз.1/22/10 байпас ВН	1-02-19100-850	3-18-00058	1/22/10	pcs./бр.	10	44,22	442,20
10	10.332.799	Pos.3 Stud HP-Bypass 3-18-00058 / Поз.3 Шпилка байпас ВН 3-18-00058	1-75-23035-685	3-18-00058	3	pcs./бр.	8	37,67	301,36
11	10.332.820	Pos.4 Hexagon nut HP-Bypass 3-18-00058 / Поз.4 Гайка байпас ВН 3-18-00058	1-75-23034-899	3-18-00058	4	pcs./бр.	8	5,51	44,08
12	10.332.821	Pos.1/11 Stud HP-Bypass 3-18-00058 / Поз.1/11 Шпилка байпас ВН 3-18-00058	1-75-23035-706	3-18-00058	1/11	pcs./бр.	8	54,61	436,88
13	10.332.822	Pos.1/12 Hexagon nut HP-Bypass 3-18-00058 / Поз.1/12 Гайка байпас ВН 3-18-00058	1-75-23034-942	3-18-00058	1/12	pcs./бр.	8	17,26	138,08
14	10.332.823	Pos.1/20 Stud HP-Bypass 3-18-00058 / Поз.1/20 Шпилка байпас ВН 3-18-00058	1-75-23024-795	3-18-00058	1/20	pcs./бр.	4	22,38	89,52
15	10.332.824	Pos.1/21 Hexagon nut HP-Bypass 3-18-00058 / Поз.1/21 Гайка байпас ВН 3-18-00058	1-75-23083-983	3-18-00058	1/21	pcs./бр.	4	4,77	19,08
16	10.332.825	Pos.1/29 Stud-bolt HP-Bypass 3-18-00058 / Поз.1/29 Шпилка байпас ВН 3-18-00058	1-75-23035-049	3-18-00058	1/29	pcs./бр.	8	22,19	177,52
17	10.332.826	Pos.1/30 Hexagon nut HP-Bypass 3-18-00058 / Поз.1/30 Гайка байпас ВН 3-18-00058	1-75-23034-899	3-18-00058	1/30	pcs./бр.	8	5,51	44,08
18	10.332.829	Pos.2/2/57 Hexagon bolt 3-18-00059 / Поз.2/2/57 Болт 3-18-00059	1-18-00808-001	3-18-00059	2/2/57	pcs./бр.	4	13,80	55,20
19	10.332.850	Pos.2/2/58 Locking washer 3-18-00059 / Поз.2/2/58 Заключваща шайба 3-18-00059	1-00-81125-550	3-18-00059	2/2/58	pcs./бр.	8	2,04	16,32
20	10.333.222	Body cover pos.2 / Гайка лоз.2	1-18-00804-001	3-18-00058	1/22/2	pcs./бр.	4	1028,81	4.115,24
21	10.333.223	Nozzle body pos.3 / Дюза лоз.3	1-18-00805-001	3-18-00058	1/22/3	pcs./бр.	4	1047,05	4.188,20
22	10.333.224	Injection tube pos.5 / Направляваща тръка лоз.5	1-38-31178-550	3-18-00058	1/22/5	pcs./бр.	4	787,26	3.149,04
23	10.333.225	Stempinning pos.11 / Осигуряващ пръстен лоз.11	1-38-31218-550	3-18-00058	1/22/11	pcs./бр.	8	367,07	2.936,56
24	10.336.122	O-ring 012 9,25-1,78 / O-пръстен 012 9,25-1,78	1-75-23275-020	3-18-00058		pcs./бр.	80	3,51	280,80
25	10.358.840	Spindel / Шпиндел	2-18-00369-001	3-18-00058	1/3	pcs./бр.	4	17424,14	69.696,56
26	10.358.841	Silencer / Разпръскателна решетка	2-18-00365-001	3-18-00058	1/4	pcs./бр.	4	38583,03	154.332,12
27	10.311.157	Cover sealing SIRA BHsT / Уплътнение байпас ВН турбина SIRA BHsT	1-02-90048-850	3-18-00058	1/6	pcs./бр.	4	662,96	2.651,84
28	10.320.284	Packing ring Pos.1/22/4 HP-bypass / Графитен пръстен Поз.1/22/4 байпас ВН	1-02-19101-850	3-18-00058	1/22/4	pcs./бр.	4	56,39	225,56
29	10.332.827	Pos.1/1/4 Seat 3-18-00059 / Поз.1/1/4 Листе 3-18-00059	2-38-29408-000	3-18-00059	1/1/4	pcs./бр.	4	3033,36	12.133,44
30	10.332.828	Pos.2/1/4 Seat 3-18-00059 / Поз.2/1/4 Листе 3-18-00059	1-38-19613-550	3-18-00059	2/1/4	pcs./бр.	4	1420,85	5.683,40
31	10.358.807	Stem / Шпиндел	1-38-28416-550	3-18-00059	1/1/3	pcs./бр.	4	3531,96	14.127,84
32	10.358.808	Stem / Шпиндел	1-38-28417-550	3-18-00059	2/1/3	pcs./бр.	4	1340,17	5.360,68
33	10.358.842	Pinion rod / Бутален прът	1-38-26255-550	3-18-00058	2/5/10/1	pcs./бр.	1	3012,23	3.012,23
34	10.358.843	Pinion rod / Бутален прът	1-38-19876-550	3-18-00059	2/2/5/2	pcs./бр.	1	1896,80	1.896,80
35	10.360.092	Pinion rod / Бутален прът	1-38-21503-550	3-18-00059	1/2/5/2	pcs./бр.	1	980,63	980,63
ОБЩО в Евро без ДДС:									293.045,86
TOTAL in EUR without VAT (including packing charge and DAP-freight charge):									
Услуги/Services									
№	Описание Description					Мерна единица Unit	Стойност Value		
1	Супервайзор часова ставка Supervisor hourly rate					EUR/час EUR/hour	107,40		
2	Техник часова ставка Service technician hourly rate					EUR/час EUR/hour	97,80		
3	Командировачни Daily allowance					EUR/ден EUR/day	52,00		
4	Надбавка в предни условия Difficulty rat DIRT					EUR/час EUR/hour	0,45		
5	Транспортни разходи Travel costs					EUR/км EUR/km	0,85		
6	Наем и транспорт металообработваща машина/Rental and freight charge grinding machine					-	2500 EUR		
ИЗВЪНРЕДЕН ТРУД/OVERTIME WORK									
7	9-10ч/9-10h					%	25		
8	от 19:00-06:00ч/from 19:00-06:00h					%	30		
9	>10ч+Събота/>10h+Saturday					%	50		
10	Неделя/Sunday					%	70		
11	Празници Уикенд/Holiday Sa&Su					%	100		
12	Празници Пон.-Пет./Holiday Mo-Fr					%	150		

ПОДПИС И ПЕЧАТ: /SIGNATURE AND STAMP:



(име и фамилия) / (name and surname)

30.05.2017

(дата) / (date)

Managing Director (съпътстващ на управляващия/представяващия участника) / (title of Participant's manager/representative)

Peter Laube (наименование на участника) / (Participant's name)



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## **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;
  - (c) 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 **CONTRACT** 083-17-PPL and it shall be in effect until expiry of the Contract.

Signed for and on behalf of the Contractor:

Signature: .....

Name:

Peter Laube

Title:

Managing Director

Date: .....

19.9.2012

 **IMI BOPP & REUTHER**  
Bopp & Reuther  
Sicherheits- und Regelarmaturen GmbH  
Carl-Reuther-Strasse 1  
D-68305 Mannheim-Waldhof / Germany



**Annex 6**  
**Service Performance Order Form**



## **Annex 7**

### **EHS Requirements to Contractors**

#### **1. Conditions for activity commencement**

The Contracting Entity shall provide to the Contractor appropriate area on the power plant site where it can store any tools and equipment it uses.

.Repair work on facilities and equipment on the site of AES Maritza shall be performed with a work permit/work order as required by the Rules for Safety and Health at Work on electrical installations of electrical heating plants and electrical networks, the Rules for Safety at Work on non-electrical installations of electrical heating plants and heating networks and hydraulic structures and the work permit issuing procedure of the Contracting Entity.

The Contractor shall ensure that the persons designated to work under work permit/work order are holders of the appropriate qualification group, as required by the Rules for Safety and Health at Work on electrical installations of electrical heating plants and electrical networks and the Rules for Safety at Work on non-electrical installations of electrical heating plants and heating networks and hydraulic structures.

All systems and facilities subject to issuance of work permits/work orders shall be secured by employees of the Contracting Entity in accordance with the requirements specified in the work permit/work order.

In the event that a work permit for confined spaces or a work permit for excavations is required, they may only be issued by authorized persons of the Contracting Entity.

The need of the above work permits (called secondary work permits) shall be determined by the Contracting Entity together with the responsible person of the Contractor when preparing a Job Safety Analysis/ Task Risk Assessment to ensure appropriate adequate safety precautions.

All jobs in the AES Maritza are normally performed after a Job Safety Analysis/ Task Risk Assessment has been developed. A list of the jobs that can be performed under orders and require no Job Safety Analysis/ Task Risk Assessment shall be provided to the Contractor prior to proceeding with the work.

The Contractor shall ensure the availability of trained and certified persons, capable of providing first aid at the worksite.

The Contractor shall appoint a person / persons to coordinate EHS-related activities with the Contracting Entity and this person shall be responsible for their implementation on behalf of the Contractor.

The Contractor shall have the necessary resources such as tools, machines, devices, personal protective equipment, etc. ensuring safe performance of the work.

#### **2. Power Supply**

The Contracting Entity shall provide to the Contractor temporary power supply during contract execution. For this purpose, the Contractor shall provide a list of their electrical equipment (patch panels, machinery, tools, generator sets, etc.), which it will use while performing the activities, as well as the total maximum electrical power consumed by this equipment. Connection of the equipment shall be the responsibility of the Contracting Entity.

Laying of the cables for temporary power supply to the electrical equipment connection point shall be the responsibility of the Contractor.

If the Contracting Entity provides the necessary electrical equipment, laying of the cables and their connection to the power supply point of supply shall be the responsibility of the Contracting Entity.

Handheld power tools, portable lamps, portable transformers and distribution panels for temporary power supply shall comply with the standards, and they shall be in good operating condition and fitted with accessories according to their manufacturer's instructions. The rated voltage and the protection class of the handheld power tools, portable lamps, portable transformers and distribution panels for temporary power supply shall be appropriate for the environment in which they will be used as follows

- **Working in normal risk environment**

- ✓ handheld power tools – 220/380V; IP44;
- ✓ portable lamps – 42V; IP44;
- ✓ extension power cords - cable with plugs and sockets of industrial type IP44, 380V, 16/32/63A, 3P+N+E, 6h or IP44, 230V, 16A, 1P+N+E, 6h. Up to 30 m long if emergency shutdown is provided;
- ✓ distribution panels for temporary power supply - 220/380V, with sockets of industrial type IP44, 380V, 16/32/63A, 3P+N+E, 6h or IP44, 230V, 16A, 1P+N+E, 6h. Up to 30 m long, with an emergency shutdown feature;

- **Working in higher than normal and specific risk environment (including outdoors)**

- ✓ handheld power tools – 42V;
- ✓ portable lamps – 24V;
- ✓ extension power cords - cable with plugs and sockets of industrial type IP44, 380V, 16/32/63A, 3P+N+E, 6h or IP44, 230V, 16A, 1P+N+E, 6h. Up to 30 m long if emergency shutdown is provided;
- ✓ distribution panels for temporary power supply - 220/380V, with sockets of industrial type IP44, 380V, 16/32/63A, 3P+N+E, 6h or IP44, 230V, 16A, 1P+N+E, 6h. Up to 30 m long, with an emergency shutdown feature.

- **Working in metal tanks, boilers, tunnels, wells and other enclosed spaces**

- ✓ handheld power tools – 24V;
- ✓ portable lamps – 12V;

Any handheld power tools, portable lamps and distribution panels used must pass a monthly inspection carried out by a competent person of the Contractor.

### **3. Gas flame cutting and welding**

A hot works certificate is required for the performance of any hot works. The Contractor shall provide to the HS department an order for designating the persons who could act as a Head of the hot works and a list of the hot works doers with a copy of their certificates of competency. Hot works certificate applications shall be submitted to the persons entitled to grant such certificates on behalf of the Contracting Entity.

The Contractor's Head of hot works mentioned in the hot works certificate shall prior to proceeding with the works ensure that the measures listed in the certificate are put in place.

The gas flame welding/cutting equipment shall consist of the following components:

- ✓ Standard cylinders for compressed industrial gases with a valid testing period;
- ✓ Reducing valves in good working condition fitted to the shut-off valve of the cylinder;
- ✓ Pressure gauges;
- ✓ Suitable spark arrestors to protect the cylinder against setting on fire;
- ✓ Flexible hoses up to 40 meters long to supply gas to the burner;

- ✓ Check valves fitted on the burner to prevent any penetration of fuel gas in the oxygen line;
- ✓ Burner;
- ✓ Carts provided for gas cylinder handling.

#### **4. Personal Protective Equipment (PPE)**

The following personal protective equipment are mandatory on the AES Maritza site:

- ✓ footwear with a protective toe cap and puncture-proof soles;
- ✓ working clothing,
- ✓ protective helmet,
- ✓ protective goggles,,
- ✓ reflective clothing (vest or jacket) - required only for the Waste Disposal Facility (WDF).

The Contractor shall provide the required PPE as well as any additional PPE related to any specific work performed as mentioned in the Job Safety Analysis/ Task Risk Assessment. The Contractor shall provide staff training to its staff on the proper use of PPE. If these PPE are subject to mandatory inspections, the Contractor shall provide copies of their inspection reports.

#### **5. Scaffolding and ladders**

If any activities performed require work at height, scaffolding of industrial type, mobile scaffolds, ladders or mobile platforms shall be used.

##### **5.1. Scaffolding of industrial type**

This type of scaffolding is provided by the Contracting Entity. The Contractor shall specify the location where scaffolding shall be erected, its height and load capacity required. Following erection, scaffolding shall be accepted by a standing committee appointed to accept scaffolding and platforms by the Contracting Entity. Periodic inspections (every seven days) and inspections after modification of any scaffolds shall be carried out by members of the standing committee. Daily inspections shall be carried out by competent persons of the Contractor.

##### **5.2. Mobile scaffolds**

Any mobile scaffolds of modular type shall be provided by the Contractor. The installation of mobile modular scaffolds shall be carried out by competent staff of the Contractor. Acceptance and periodic inspections is the responsibility of the standing committee for acceptance of scaffolding and platforms of the Contracting Entity.

##### **5.3. Ladders**

Fixed ladders and step ladders shall be used for performing of simple, short-term operations. Only standard ladders with no visible defects or damage are allowed for use. . Only dielectric (insulating) ladders with a valid period of inspection shall be used for work on electrical installations.

When working on a portable ladder at a height greater than 3 meters, the worker must use a safety harness fastening his entire body and attached to a solid and secure structure.

##### **5.4. Mobile platforms**

If mobile platforms need to be used, they shall be provided by the Contractor. Mobile platforms must have all necessary documents proving their fitness. Control over their use shall be entrusted to competent persons from the Contractor's staff.

REMOVING OF SCAFFOLDING MEMBERS BY THE CONTRACTOR AT ITS DISCRETION IS ABSOLUTELY FORBIDDEN. IF A SCAFFOLDING MEMBER NEEDS TO BE REMOVED, THE CONTRACTOR MUST INFORM THE CONTRACTING ENTITY'S PERSON RESPONSIBLE FOR THE JOB BEING CARRIED OUT.

## **6. General requirements for environmental protection**

The Contractor shall hold and maintain any legally required licenses, certificates and permits related to the Environment as necessary for the performance of Contract activities.

The Contractor shall meet the general and specific requirements of the Contracting Entity related to environmental protection for each specific activity. The Contractor shall inform its employees about such requirements.

The Contractor shall notify its employees that there is an integrated management system for environmental, health and safety and asset management put in place on the AES Maritza site.

## **7. Requirements for keeping the ambient air clean**

The contractor shall only use roadworthy vehicles.

The Contractor shall cover tightly any vehicles supplying powder/dusting materials.

The Contractor shall only perform excavation, backfilling and earth transport only after implementing the measures intended to prevent and minimize any dust emissions.

The Contractor is not allowed to light any open fires without written authorization by the Contracting Entity.

## **8. Requirements relating to hazardous substances and mixtures**

The Contractor shall provide to the Contracting Entity (before or during the first shipment or delivery on site) copies of all safety data sheets (MSDS) of any hazardous chemical substances and mixtures that meet the requirements of the Law on Protection against the harmful effects of chemical substances and mixtures and Annex II of Regulation 1907/2006 concerning the registration, evaluation and restriction of chemicals, as amended by Regulation 453/2010. If any MSDS is modified, the Contractor shall additionally provide an updated document.

The Contractor shall provide a copy of the license / registration for use issued by the competent authority for imported pesticides, herbicides and biocides.

Any dangerous chemical substances and mixtures brought in by the Contractor shall be packaged and labeled as required in the Regulation on the order and way of classification, packaging and labeling of chemical substances and mixtures.

The Contractor shall store any hazardous chemicals and mixtures including fuels and oils indoors, in areas/warehouses approved by the HS and ENV departments.

The Contractor shall provide appropriate and labeled containers and collection tanks for storage of hazardous liquid chemicals and mixtures with a volume equal to at least 100% of the volume of the largest container.

The Contractor shall comply with the requirements in the MSDS for substances and mixtures and it shall provide a copy of the MSDS on the worksite.

The Contractor shall provide absorbent materials related to the handling of hazardous chemical substances and mixtures.

The Contractor shall perform the transportation and handling of hazardous chemical substances and mixtures in accordance with the applicable legislation on the transport of dangerous goods.

The Contractor is not permitted to bring in and use priority substances.

The Contractor is not permitted to release/drain dangerous chemical substances and mixtures into storm water sewers.

## **9. Requirements relating to wastes**

There is a separate waste collection system put in place on the AES Maritza site. The Contractor shall provide suitable labeled containers for any waste resulting from its activities.

The Contractor shall deliver to the Contracting Entity only wastes included in the ME1-EHS-PRO-01-A4 List of authorized waste generated from operation of the facility.

The Contracting Entity shall receive in its waste storage facility containers containing residues of hazardous substances or contaminated with hazardous substances if such hazardous substances are provided by it.

The Contractor is responsible for transport of all wastes not included in the above mentioned application for their further recycling or disposal.

Prior to proceeding with the work, the Contractor shall provide a copy of a contract with persons holding a license/registration document issued under the Waste Management Act or the EPA for specific waste codes.

The Contractor is not permitted to use any area on the AES Maritza site for temporary storage of waste.

The Contractor is not permitted to pile hazardous waste outdoors.

The Contractor is not permitted to mix and disposal of waste on the Contracting Entity's site.

The Contractor is responsible for the proper management of waste generated from the works it performs including the transport of waste from the ME1-EHS-PRO-01-A4 List of authorized waste to be disposed of on the Contracting Entity's waste storage facility.

## **10. Requirements for environmental emergencies and inconsistencies**

The Contractor shall take all necessary measures to prevent, minimize and clean up spills of hazardous substances as a predictable consequence of the work.

The Contractor's Environmental Coordinator shall immediately notify the Duty Engineer, the Environmental Protection Department and the H&S department of any leaks and spills occurring on site.

The Contractor shall clean at its expense any spills occurring during work performance within 12 hours of their occurrence.

Contractor shall be responsible (incl. financially) for remedy of any inconsistencies done by its staff (incl. mixing of waste, improper storage of dangerous substances, fugitive emissions, etc.)

## **11. Other requirements relating to the environment**

The Contractor shall implement measures to reduce the environmental noise.

The Contractor is not permitted to carry out servicing, repair and cleaning of vehicles on site. Refuelling is only permitted after the Contractor has submitted a plan / procedure specifying any measures for groundwater protection, prevention of soil pollution and cleaning of spills of hazardous chemical substances and mixtures.

The Contractor shall transport materials/waste taking all measures to prevent environmental pollution.

### **1. Control over the Contractor's activities**

Any activities assigned to contractors shall be performed in accordance with the EHS requirements specified in this document, the specific requirements specified in the contract

and the requirements in the procedures of the Integrated Management System.

In the event of regular violations or breaches causing immediate risk to health, safety and the environment, the Contracting Entity may remove employees of the Contractor from site for a definite or indefinite period of time without owing any penalty for this.

## **2. Keeping tidy and clean**

The Contractor shall keep the jobsites clean and tidy, and it shall promptly take away all waste and surplus materials and equipment. Upon completion of the work, the jobsite shall be handed over to the Contracting Entity clean and tidy.

The Contractor shall separate all waste generated as a result of the contract execution and it shall transports them the Contracting Entity's waste storage facility or out of the Contractor's Entity's site.

## **3. Living conditions**

The contractor shall provide living conditions to its staff and its subcontractors, if necessary, in addition to those provided by the Contracting Entity.

Deployment and connection of a container for the Contractor's personnel on the AES Maritza site shall only be done after agreement with and approval by the Contracting Entity..

Connection to the sewage system during repairs is not allowed. The Contractor may only use chemical toilets. If the Contractor is planning to put up a temporary workshop for tools and materials, the location must be approved by the Contracting Entity.

Service water, drinking water, security fencing and security of the Contractor's property shall be provided by the Contractor.

The Contractor shall provide appropriate dining facilities for its staff and its subcontractors.



## Annex 8

### Conditions for third party access to the Contractor's Entity's site

Related to access to the site, the Contractor shall submit the following documents:

#### 1. Applying for Work Permit

The access regime to the AES Maritza site is organized by the Security Department and it is implemented jointly with a security company.

TPP AES-3C Maritza East I is a strategic site and the access regime to it is organized based on Ministers Council Decree 3 of January 1, 2013; the State Agency of National Security Act; the Rules on applying State Agency of National Security Act and the Regulations for access control in AES-3C Maritza East.

The admission of people to work or to perform specific tasks in the strategic areas of AES Maritza is done with a permit granted by the Regional Directorate of the State Agency of National Security in Stara Zagora pursuant to Article 4, para. 4 of the State Agency of National Security Act in connection with Article 40, section 2, Article 44, para. 1 & 2 and Article 45, para. 1 of the Rules on applying the State Agency of National Security Act.

People who have been rejected by the State Agency of National Security are not admitted to the territory of the plant.

Couriers and officials engaged in the delivery of parcels, mail and documents are admitted according to a special regime for short access or single visits.

Before admission to the territory of AES Maritza, the Contractor shall submit to the Security Department electronically a completed Form ME1-EHS-PRO-01-T1 Access pass application and electronic copy of identity card (passport) to an email address specified in addition.

Before admission to the territory of AES Maritza, the Contractor shall submit to the Security Department the following documents:

- ✓ Completed questionnaire in the Form ME1-EHS-PRO-01-T8;
- ✓ Certificate of clean criminal record;
- ✓ A document certifying that there are no pre-trial proceedings for indictable offenses against the person or;
- ✓ A document certifying that the person suffers from no mental illnesses.

Notes: 1) The Certificate of clean criminal record, the document of no pre-trial proceedings for indictable offenses against the person and the document certifying that the person suffers from no mental illnesses shall be either originals or certified copies (by the Contracting Entity) when necessary due to access application to other sites as well.

2) For access to the WDF the applicant shall only submit a completed ME1-EHS-PRO-01-T1 Access pass application and an electronic copy of identity card (passport)

Work permits or specific job permits for the strategic areas on strategic sites shall only be valid for the duration of a position held or the duration of the specific task, but not longer than three years.

The Contractor shall inform its staff that the Security Department and the security company staff may perform access control, checking of access cards, checking of the hand baggage of any persons inside or entering the power plant and the WDF pursuant to the Private Security Activity Act and the rules of Security department.



The Contractor shall inform its staff that there is a system for continuous video monitoring installed on the AES Maritza site to ensure security and safe and healthy working conditions.

In the event of any violation of the applicable statutory requirements or the specific requirements of the Contracting Entity, the latter may refuse the offenders access to the site without being responsible for any resulting losses.

## **2. Documents required for admission to initial instruction**

The Contractor shall clarify with the Security department and the EHS department which of the documents listed in ME1-EHS-PRO-01-T4 – Access documents check report - are required for admission to initial instruction, depending on the specifics of the activity.

The Contractor's staff shall only be admitted to initial instruction provided that the Contractor has submitted to the Security Department the ME1-EHS-PRO-01-T4 – Access documents check report, signed by the Security Department, the H&S Department and the Environmental Department.

## **3. Safety Qualification Groups Information**

The Contractor shall complete the electronic Form ME1-EHS-PRO-01-T2 List of Contractor's staff. This form shall be submitted electronically to the HS department (an e-mail address to be specified in addition) and to the responsible person mentioned in the contract. For contracts involving activities that last more than one month, the Contractor shall update the information in the above list on a monthly basis.

## **4. Fire Safety Documents**

The Contractor shall submit to the HS department electronic copies of the documents listed in ME1-EHS-PRO-01-A3 – List of fire safety documents. Copies of these documents shall be kept available by the Contractor on site.

## **5. High-Risk Equipment (HRE) Documents**

Upon applying for an access pass for truck cranes, mobile work platforms, front fork lifts and pressure equipment, the Contractor shall submit to the Security Department at least three days in advance a completed Form ME1-HS-PRO-01-T9 - Request for granting a pass for HRE, accompanied by:

- ✓ copy of a certificate for technical inspection completed to the vehicle;
- ✓ copy of a third party liability insurance;
- ✓ copy of the last inspection report extracted from the inspection book of the equipment, proving that the equipment is fit for use and valid for the period concerned;
- ✓ copy of the initial technical inspection report;
- ✓ copy of the certificates of qualification and competence of the operators;
- ✓ copy of the inspection report for the rigging equipment (lifting devices, slings, shackles, cross beams, etc.);
- ✓ logbook of the equipment work shifts when the equipment is entering the site. This logbook shall be kept in the cabin of the equipment at all times while it is operating on the AES Maritza site;

All of the above documents except the logbook of the equipment work shifts shall be kept at the Security department.

## **6. Work EHS Management Plan**

A Work EHS Management Plan is required by Contractors at the discretion of the H&S department and the Environmental department. It shall be prepared using the Form ME1-EHS-PRO-01-T3 - Work EHS Management Plan.



The plan shall be submitted for preliminary approval by the responsible person under contract (at the e-mail address specified in the contract) and by the H&S department and the Environmental department at an e-mail address to be specified additionally.

After approval by e-mail, the Plan shall be submitted in duplicate for approval by the responsible person under contract and the Heads of H&S department and the Environmental department. An approved copy for the Contracting Entity shall be provided to the H&S department.

The Contractor's staff shall get familiar with the sequence of the jobs and measures outlined in the Work EHS Management Plan.

## **7. Briefings**

### **7.1. Initial instruction**

It shall be given to all Contractors' employees prior to commencement of the contract work.

Persons who have obtained work permits shall pass initial instruction, given by authorized persons every working day between 9:00am and 1:00pm and at weekends after prior notification by e-mail to the responsible person under contract.

When appearing for initial briefing, Contractor's employees shall provide a completed Form ME1-EHS-PRO-01-T5 – Note of instruction, in duplicate.

### **7.2. Second initial instruction**

It shall be given to Contractor's employees that have stayed on the power plant site for 12 months in a row, or in the event of any changes in the legal and corporate requirements as well as in the internal EHS regulations.

## **8. Access Pass issuance**

Passes for individuals are granted by the Security Department against signature of an Access Pass Obtaining Document. Access passes are the property of AES Maritza and they shall be returned to the Security Department upon completion of the contract.

Passes for cars are granted by the Security Department after a representative of the Contractor has submitted to the responsible person a signed Form ME1-EHS-PRO-01-T6 Application for obtaining a Vehicle Pass – and a copy of the documents required under the Road Traffic Act.

## **9. Letting Contractor's property in and out of site**

The Contractor may bring in /take out of the AES Maritza site materials that are its property (parts, assemblies and tools, equipment, etc.) by completing the Form ME1-EHS-PRO-01-T7 Material In/Out Request in two copies. The request must be signed by a representative of the Contractor and the security guard on duty. One copy remains for the Contractor and the other in the Security Department.

In the event that the Contractor brings in/takes out materials, parts, assemblies, tools, equipment, etc. owned by AES Maritza, the request shall be signed by the responsible person under contract.



## Annex 9

### AES Compliance Terms and Conditions

In connection with the agreement to which this Annex 9 is attached ("**Main Agreement**"), [Insert exact legal name of Contractor here], (the "**Contractor**") hereby represents and warrants to and agrees with **AES – 3C Maritza East I EOOD** (the "**Contracting Entity**") that, in respect of the **Project** (herein defined as the project or commercial transaction between the Contractor and AES described in the Main Agreement), the Contractor shall be legally bound as follows:

1. The Contractor shall comply fully with all applicable laws of the countries in which the Project is located as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws of the United States including without limitation, the United States Foreign Corrupt Practices Act, the Bulgarian Penal Code in effect since 1968 with its amendments and supplements, and the Code of Conduct for civil servants in effect since 2004 (herein defined as "**Applicable Laws and Regulations**")
2. The Contractor represents and warrants that it is not a government entity and that it does not currently employ, and will not in the future, without the prior written consent of the Contracting Entity, employ, either directly or indirectly, a Government Official, or a parent, spouse, child or sibling of a Government Official who shall perform services pursuant to the Project. For purposes herein, "**Government Official**" shall mean any officer or employee of a government, or department (whether executive, legislative, judicial or administrative), agency or instrumentality of such government, including any government-owned business, or a public international organization; or any person acting in an official capacity for or on behalf of such government, or any candidate for public office or representative of a political party.
3. The Contractor represents and warrants that it has not, and that it has no evidence of any kind that any of its owners, controlling shareholders, directors, officers, employees or any other person working on its behalf (including, without limitation any of its subsidiaries, affiliates, subcontractors, consultants, representatives or agents) has, either directly or indirectly:
  - i. Made a **Prohibited Payment**, with respect to the Project, which is defined to include any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, directly or indirectly, to a Government Official, including for the use or benefit of any other person or entity, to the extent that one knows or has reasonable grounds for believing that all or a portion of the money or thing of value which was given or is to be given to such other person or entity, will be paid, offered, promised, given or authorized to be paid by such other person or entity, directly or indirectly, to a Government Official, for the purpose of either (i) influencing any act or decision of the Government Official in his official capacity; (ii) inducing the Government Official to do or omit to do any act in violation of his lawful duty; (iii) securing any improper advantage; or (iv) inducing the Government Official to use his influence with a non-U.S. government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist in obtaining or retaining business or in directing business to any party.
  - ii. Engaged in a **Prohibited Transaction** with respect to the Project which is defined to include:

- a. Receiving, transferring, transporting, retaining, using, structuring, diverting, or hiding the proceeds of any criminal activity whatsoever, including drug trafficking, fraud, and bribery of a Government Official;
  - b. Engaging or becoming involved in, financing, or supporting financially or otherwise, sponsoring, facilitating, or giving aid to any terrorist person, activity or organization; or
  - c. Participating in any transaction or otherwise conducting business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations with respect to money laundering, terrorism financing, drug trafficking or economic or arms embargoes (a **"Designated Person"**).
4. The Contractor will not, and shall take all reasonable steps to ensure that none of its owners, controlling shareholders, officers, employees and other persons working for it on the Project (including, without limitation, its subsidiaries and affiliates, subcontractors, consultants, representatives and agents), directly or indirectly, make, promise or authorize the making, of a Prohibited Payment or engage in a Prohibited Transaction with respect to the Project.
5. The Contractor shall promptly report to the Contracting Entity any Prohibited Payment or Prohibited Transaction of which it obtains knowledge, or has reasonable grounds to believe occurred in respect of the Project.
6. If the Contracting Entity has any reasonable grounds to believe that a Prohibited Payment has been made, promised or authorized, directly or indirectly, to a Government Official in connection with the Project, or that a Prohibited Transaction has taken place in connection with the Project, it shall cooperate in good faith with the Contracting Entity in determining whether such a violation occurred by engaging an independent third party to investigate the matter and to provide a written report of its findings to the Contracting Entity and the Contractor.
7. The Contractor has not and will not, either directly or indirectly, share or promise to share its fees or any other funds it receives from the Contracting Entity or in respect of the Project with any Government Official.
8. The Contractor acknowledges receipt of a copy of the the Contracting Entity Code of Business Conduct and Ethics and agrees, if it does not already have its own Code of Business Conduct and Ethics, to establish and implement an effective code of business conduct and ethics.
9. The Contractor shall perform due diligence, as it deems warranted by the circumstances, on the reputation of any subcontractors, consultants, agents or representatives it employs in the performance of work on the Project or to provide services to the Project.
10. All requests for payment submitted by the Contractor to the Contracting Entity shall be accompanied by detailed and accurate invoices that describe with specificity the work, services or equipment for which the payment is requested. All such requests for payment shall be commensurate with the fair market value for such work, service or equipment.
11. If applicable, the Contractor agrees that it shall be reimbursed by the Contracting Entity only for reasonable lodging, meals, travel and other expenses for its employees or for such expenses incurred on behalf of third parties when supported by actual, accurate and reasonably detailed third-party invoices. Where Government Officials are involved,



the request for reimbursement shall be accompanied by a written statement of the details of the expenses and an explanation of the purpose of the expenses, the reason that the participation of such officials was necessary, and the names of those in attendance and their employment or business affiliation.

12. For the purpose of detecting potential violations of Applicable Laws and Regulations, the Contractor shall perform periodic internal or independent audits, in accordance with its usual business practices, of (a) its respective financial books, accounts and records and (b) the origin of the funds and the source of assets sent by the Contractor to the Contracting Entity in connection with the Project.
13. The Contractor agrees that a material breach of one or more of the covenants or representations of the Contractor ("**Compliance Breach**") in this Annex 9 shall be sufficient cause for the Contracting Entity, acting in good faith, and not without reasonable prior written notice, to terminate the Contractor's agreements with the Contracting Entity in respect of the Project, in whole or in part, and to declare them null and void, in which case the Contractor agrees that it shall forfeit any claim to any additional payments due to it under such agreements, other than payments for services previously rendered under such agreements, in addition to being liable for any damages or remedies available to the Contracting Entity under applicable law. The Contractor shall indemnify and hold harmless the Contracting Entity from any claims, costs, liabilities, obligations, and damages the Contracting Entity incurs (including, without limitation, for the fees of any legal counsel the Contracting Entity may retain or engage) as a result of such Compliance Breach.
14. This Annex 9 shall be considered to be an integral part of the Main Agreement (and shall be effective on the same date as the Main Agreement) and its terms and conditions shall be deemed to be set forth in full in the Main agreement. In the event of a conflict between this Annex 9 and the Main Agreement, this Annex 9 shall prevail.
15. All the provisions in this Annex 9 are material and shall survive the termination of Main Agreement between the Contracting Entity and the Contractor.
16. The Contractor shall not assign its rights and responsibilities contained in this Annex 9 to a third party without the prior written approval of the Contracting Entity.

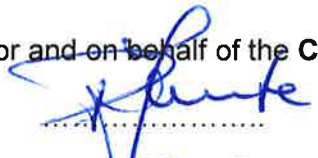
Agreed to for and on behalf of the Contractor by:

Signature: .....

Name: [•]

Title: [•]

Date: .....

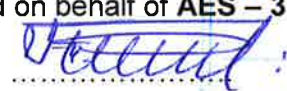

  
PETER LAUBE  
MANAGING DIRECTOR, CEO  
19.9.2017

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

Signature: .....

Name:

Title: Plant Manager AES Bulgaria

  
Todor Belexhkov  


## Annex 10

### Interaction with Government Officials Certification

In connection with your engagement on behalf of **AES – 3C Maritza East I EOOD** (the “**Contracting Entity**”), you make the following representations, acknowledgements and undertakings:

1. You will not make any offer, gift, payment, promise to pay, or authorization of the payment of any money or anything of value, directly or indirectly, to a Government Official, including for the use or benefit of any other person or entity. For the purposes of this Annex 10, “**Government Official**” is defined to include: (i) any officer or employee of a government, department (whether executive, legislative, judicial or administrative), agency or instrumentality of such government, including a regional governmental body or a government-owned business, or of a public international organization; (ii) any person acting in an official capacity for or on behalf of such government, department, agency, instrumentality, or public international organization; (iii) any candidate for a political or government office; or (iv) any political party.
2. You affirm that you are not, and that you do not currently have any family member or business associate who is, a Government Official and if a family member or business associate should become a Government Official, such information shall be reported immediately, in writing, to the Contracting Entity.
3. You affirm that you have not, directly or indirectly, paid, offered, or agreed to pay any political contribution in connection with your engagement by the Contracting Entity and will not do so in the future.
4. You will not, either directly or indirectly, share or promise to share your fees paid to you by the Contracting Entity or any other funds you receive or may in the future receive from the Contracting Entity or in respect of this agreement with any Government Official.
5. You affirm that you have not paid, offered, or agreed to make any payments in cash in connection with your engagement by the Contracting Entity and that you will not do so in the future.
6. You will not engage or retain any contractor, subcontractor, consultant, agent, representative or other third party to work for, provide service or do anything in respect of any matter related to this agreement without the prior written approval of the Contracting Entity.
7. You agree to maintain accurate books and records, including a full record of expenses incurred in connection with your engagement by the Contracting Entity.
8. All requests for payments submitted by you shall be accompanied by detailed and accurate invoices that describe with specificity the work, services or items for which the payment is requested.
9. You will not obtain on the Contracting Entity’s behalf or provide to the Contracting Entity any information which is not legally available in the Republic of Bulgaria, or which is procurement-sensitive, proprietary or classified where there is reason to believe that possession of such information is unauthorized, illegal or unethical.



10. In performing your responsibilities under this agreement, you will comply with the applicable laws, regulations and administrative requirements of the Republic of Bulgaria and the United States (including without limitation the U.S. Foreign Corrupt Practices Act), all requirements thereof you acknowledge understanding; and shall take no action which would subject the Contracting Entity or any of its directors, officers or employees to penalties under United States or Bulgarian laws, regulations or administrative requirements.
11. You have received a copy of the Contracting Entity's Code of Business Conduct and Ethics, understand it, and agree to comply fully with its requirements.
12. You agree to give prompt notice to Contracting Entity in the event you or anyone working on your behalf fails to comply with the warranties set forth in this certification.
13. You agree that any breach by you of clauses 1 through 13 inclusive above shall be sufficient cause for the Contracting Entity, in its sole discretion, acting in good faith, to terminate your services, in which case you shall (a) forfeit any claim to any additional payments due pursuant to your engagement with the Contracting Entity; (b) be liable for damages or remedies available under applicable law; and (c) indemnify AES for any costs (including legal fees) associated with your breach of this agreement.

**Agreed to by:**

Signature: .....

Name: [•]

Title: [•]

Date: .....



[•]

PETER LAUBE

[•]

MANAGING DIRECTOR

19.9.2017

 **IMI BOPP & REUTHER**  
Bopp & Reuther  
Sicherheits- und Regelarmaturen GmbH  
Carl-Reuther-Strasse 1  
D-68305 Mannheim-Waldhof / Germany

## Annex 11

### Invoice Sending and Accepting Procedure

1. Documents on paper shall be mailed to:  
AES Europe Services EOOD  
Incoming Invoice Processing Department  
1407 Sofia, Bulgaria  
32A Cherni Vrah Blvd., Aries Office Building, floor 1

**Important:** Pursuant to the Bulgarian tax requirements original invoices will be processed only. Scanned copies mailed to the address [emea.apinvoices@aes.com](mailto:emea.apinvoices@aes.com) will only be processed if they are stamped and signed by the Sender and "true copy" is written on them.

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

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

Electronic invoice issuing and mailing to this common email address will greatly contribute to more rapid and efficient processing of your documents and payment.

In this case, please consider the following particularities which are also a precondition for the efficient processing of documents:

- 2.1 Invoices shall be in Adobe PDF format;
- 2.2 If you mail 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 the invoices;
- 2.3 Each invoice may consist of more than one page;
- 2.4 The protocols shall be added as additional pages to the invoice;
- 2.5 Please, include in the Subject of the e-mail with an invoice attached to it, the key word „Фактура“ in Bulgarian or „Invoice“ in English for automatic and fast processing by the system;
- 2.6 If you have issued and mailed an electronic invoice you do not need to re-send a paper 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 therefore there might be delays in their accounting and payment due to the need for their manual processing.

AES strongly recommends that you do not issue hand-written invoices aimed at enjoying better servicing!

**An important condition for the fast invoice processing is that your invoices should be accompanied by a bilaterally signed protocol or similar document for the provided goods and/ or services to the Contracting Entity, if this is applicable to the case.**