

Информацията по-долу е заличена съгласно чл. 45 и чл. 59, ал. 1 от ЗЗЛД

Value contract

order number / date
4600005640 / 06.08.2020

contact person procurement:

DRIBO SPOL,S.R.O

supplier data

supplier number:
2052
offer number:
5079/ Negotiations from 18.06.2020г.
basis for order:
Art. 112, par. 1 of the PPA and Decision
№ 159-EP-20-НО-Д-З/Р2 from 08.07.2020г.
contact person:

order data

payment conditions:
within 45 days
billing adress:

place of fulfilment:

contract period:
27.08.2020 - 26.08.2021

subject of order:

Доставка на мощностни триполюсни разединители 20kV за външен монтаж
(монтаж на открито/Delivery of three-pole switch disconnectors 20kV for
outer installation (outdoor installation)

target value in EUR without VAT

320.917,00

| item | material | quantity | unit | name | price per unit | net value EUR |
|--------------|-------------------|----------|-------|---|----------------|-----------------|
| 00010 | 2301020103 | | | ROMM-9 20/400set with hand lever shifter | | |
| | | 1 | items | | 1.663,00 EUR | 1.663,00 |
| | | | | Мощностен разединител POMM-9 20/400 (комплект с РЛЗ)/ Load switch ROMM-9 20/400 (set with hand lever shifter) | | |
| 00020 | 2301020105 | | | ROMM-9 20/400 for concrete pole | | |
| | | 1 | items | | 1.556,00 EUR | 1.556,00 |
| | | | | Мощностен разединител POMM-9 20/400 (комплект с РЛЗ) за монтаж на бетонов стълб/ Load switch ROMM-9 20/400 (set with hand lever shifter) for installation on a concrete pole | | |
| 00030 | 2301030102 | | | ROSM-6 20/400-2 insulators per phase | | |
| | | 1 | items | | 1.482,00 EUR | 1.482,00 |
| | | | | Мощностен разединител РОСМ -6 20/400 (комплект с РЛЗ) - 2 изолатора на фаза/ Load switch ROSM-6 20/400 (set with hand lever shifter) - 2 insulators per phase | | |
| 00040 | 2301030103 | | | ROSM-9 20/400-3 insulators per phase | | |
| | | 1 | items | | 1.616,00 EUR | 1.616,00 |
| | | | | Мощностен разединител РОСМ-9 20/400 (комплект с РЛЗ) - 3 изолатора на фаза/ Load switch ROSM-9 20/400 (set with hand lever shifter) - 3 insulators per phase | | |
| 00050 | 2301020104 | | | ROMM-9 20/400with remote back-up control | | |
| | | 1 | items | | 6.811,00 EUR | 6.811,00 |
| | | | | Мощностен разединител ROMM-9 20/400 (комплект с РЛЗ), с телеуправление/ Load switch ROMM-9 20/400 (set with hand lever shifter), with remote back-up control | | |
| 00060 | 2301030104 | | | ROSM-6 20/400-2insul with remote back-up | | |
| | | 1 | items | | 6.550,00 EUR | 6.550,00 |
| | | | | Мощностен разединител РОСМ-6 20/400 (комплект с РЛЗ) – 2 изолатора на фаза, с телеуправление/ Load switch ROSM-6 20/400 (set with hand lever shifter) – 2 insulators per phase, with remote back-up control | | |
| 00070 | 2301030105 | | | ROSM-9 20/400-3insul with remote back-up | | |
| | | 1 | items | | 6.766,00 EUR | 6.766,00 |
| | | | | Мощностен разединител РОСМ-9 20/400 (комплект с РЛЗ) - 3 изолатора на фаза, с телеуправление/ Load switch ROSM-9 20/400 (set with hand lever shifter) - 3 insulators per phase, with remote back-up control | | |
| 00080 | 2301030106 | | | Remote back-up control for load switch | | |
| | | 1 | items | | 5.571,00 EUR | 5.571,00 |
| | | | | Телеуправление за мощностен разединител РОСМ и за мощностен разединител POMM/ Remote back-up control for load switch ROSM and for load switch ROMM | | |

Днес, 20.08.2020, в гр. Пловдив, се сключи настоящият договор между:
On this day, 20.08.20 in the town of Plovdiv, was concluded this contract by and between:

"ЕЛЕКТРОРАЗПРЕДЕЛЕНИЕ ЮГ" ЕАД,

ELEKTROAZPREDELINIE YUG EAD,

[REDACTED]
hereinafter referred to as ASSIGNOR,
и

and

DRIBO, spol. s r.o. със седалище и адрес на управление [REDACTED]

DRIBO, spol. s r.o., with domicile and registered office [REDACTED]

I. ПРЕДМЕТ

Чл.1(1). Възложителят възлага, а Изпълнителят приема да извърши доставка на мощностни триполюсни разединители 20kV за външен монтаж (монтаж на открито), съгласно условията на настоящия договор.

I. SUBJECT

Art. 1(1). The ASSIGNOR awards and the CONTRACTOR agrees to deliver, under the terms of this contract, 20 kV three-pole disconnectors for outdoor installation.

II. СТОЙНОСТ

Чл.2(1). Прогнозната стойност, възлиза на 320.917,00 EUR (триста и двадесет хиляди деветстотин и седемнадесет евро), съответстващи на 627.659,10 лева (шестстотин двадесет и седем хиляди шестстотин петдесет и девет лева и 10 стотинки), без включен ДДС.

(2). Стойността на договора по ал.1 е окончателна и не подлежи на промяна, освен при обстоятелствата по чл. 116, ал. 1, т. 1 от ЗОП.

(3). Прогнозната стойност на договора е необвързваща за страните, като Възложителят има право в зависимост от нуждите си и финансовия ресурс, с който разполага, да не възлага изпълнение на доставката/услугата за цялата стойност по ал.1.

II. VALUE

Art. 2(1). The estimated value amounts to EUR 320,917.00 (three hundred and twenty thousand nine hundred and seventeen Euros) equivalent to BGN 627,659.10 (six hundred and twenty seven thousand six hundred and fifty-nine BGN and 0.10) , VAT excluded.

(2). The value of the Contract under para. 1 is final and is not subject to modification, except in the circumstances referred to in art. 116, para. 1, item 1 of the Public Procurement Act (PPA).

(3). The estimated value of the contract is non-binding for the parties and depending on his needs and the financial resources available the ASSIGNOR is entitled not to assign the execution of the delivery for the whole value under para. 1.

III. ЦЕНОВИ УСЛОВИЯ

Чл.3(1). Всички единични цени са посочени в протокола от договарянето, проведено между страните и включват всички транспортно-командировъчни разходи, разходи за нощувки, дневни и други разходи на Изпълнителя във връзка с изпълнението на договора.

(2). Всички цени са окончателни, фиксирани за срока на договора, без ДДС и съгласно позиции от 00010 до 00080, посочени по-горе.

(3). Всички цени са по условията DDP Incoterms 2010, адрес указан от Възложителя за доставка на стоките опаковани, застраховани, обмитени, включително всички такси, неразтоварени.

III. PRICE CONDITIONS

Art. 3(1). All unit prices are referred to in the minutes of meeting from negotiation, held between the parties and include all costs of transport-secondment, accommodation, subsistence and other costs incurred by the Contractor in connection with the performance of the contract.

(2). All prices are final, fixed for the validity period of the contract, excluding VAT and in accordance with positions 00010 to 00080 referred to above.

(3). All prices are based on DDP Incoterms 2010 conditions, address specified by the ASSIGNOR for delivery of the goods - packed, insured, duty paid, including all fees, unloaded.

IV. МЯСТО НА ИЗПЪЛНЕНИЕ

[REDACTED]
(2). Доставката на стоката се придружава минимално от следните документи: сертификат за качество, гаранционна карта, декларация за съответствие.

IV. PLACE OF PERFORMANCE

[REDACTED]
(2). The delivery of the goods shall be accompanied at least by the following documents: certificate for quality, warranty card,

[REDACTED]

declaration of conformity.

V. СРОКОВЕ

Чл.5(1). Договорът влиза в сила от 27.08.2020г. и е със срок на действие до 26.08.2021г., или до изчерпване на стойността, съгласно чл. 2.(1)., като меродавно е събитието, което настъпи по-рано във времето.

(2). Срокът за изпълнение на конкретна доставка по договора е до 40(четиридесет) календарни дни след получаване на писмена Заявка за доставка от Възложителя, съдържаща точна спецификация на доставката, в съответствие с договорения капацитет на доставка, съгласно Чл. 7.(2), като отделните заявки за доставка се изпращат до Изпълнителя на база и към момента на възникнали при Възложителя реални нужди от стоките, предмет на настоящия договор. Към изпълнение се пристъпва след изпращане от страна на Възложителя на заявка за доставка с посочени конкретни количества, като заявката се счита за приета от Изпълнителя в случай, че е изпратена по факс или имейл до лицето за контакт на Изпълнителя, посочено в чл. 12.(2).

(3). В случай че Изпълнителят не изпълни доставката в определените срокове и забавата продължава 10 (десет) или повече календарни дни, Възложителят има право да откаже доставката. В този случай Възложителят (i) не носи отговорност за разходи и/ или вреди, претърпени от Изпълнителя във връзка с отказа; (ii) не дължи възнаграждение на Изпълнителя за отказаната доставка ; (iii) е в правото си да усвои частично или изцяло гаранцията за изпълнение, описана в раздел IX от настоящия договор, на основание неизпълнение на договора. Отказът на доставката се прави с писмено уведомление от Възложителя, изпратено до лицата за контакт на Изпълнителя.

V. DEADLINES

Art. 5(1). The Contract shall enter into force on 27.08.2020 and shall be valid until 26.08.2021, or until the exhaustion of the value according to art. 2(1) and as authentic shall be considered the event which occurs earlier in time.

(2). The period for performance of a specific delivery under the contract shall be up to 40 (forty) calendar days after receiving a written Purchase order from the ASSIGNOR, containing an exact specification of the delivery according to the delivery capacity referred to in art. 7(2) and the individual purchase orders shall be sent to the Contractor based on and at the time of occurrence for the ASSIGNOR real need of the goods, subject to this contract. To performance shall be proceeded after the ASSIGNOR has sent a purchase order with specified quantities, as the order shall be considered accepted by the Contractor in case it is sent by fax or e-mail to the Contractor's contact person referred to in art. 12(2).

(3). In the event that the Contractor fails to fulfil the delivery in the prescribed time limits and the delay continues 10 (sixteen) or more calendar days, the ASSIGNOR shall have the right to refuse the delivery. In this case the ASSIGNOR (i) shall not be held responsible for any costs and/or damages suffered by the Contractor in connection with the refusal; (ii) shall not owe any remuneration to the Contractor for the refused delivery; (iii) is in his right to spend partially or entirely the performance guarantee as described in Section IX of this contract on the grounds of failure to execute the contract. The refusal of the delivery shall be made with a written notification to the ASSIGNOR sent to the contact persons of the Contractor.

VI. ПЛАЩАНЕ

Чл.6(1). Плащанията между страните се извършват при спазване на условията, уговорени в съответния раздел от Търговските условия.

(2). Плащанията между страните се извършват по банков път, в срок до 45 (четиридесет и пет) календарни дни след окончателна фактура, товарителница (придружаващи доставката транспортни документи), приемо-предавателен протокол за действително извършена доставка.

(3). Плащанията по настоящия договор не могат да надхвърлят стойността на договора, определена в Чл. 2(1). от настоящия договор.

(4). В случай, че договорът или част от него има за свой предмет извършване на услуга от ИЗПЪЛНИТЕЛЯ към ВЪЗЛОЖИТЕЛЯ, и ИЗПЪЛНИТЕЛЯТ е чуждестранно лице, за целите на избягване на двойното данъчно облагане чрез прилагане на международните Спогодби за избягване на двойното данъчно облагане /СИДДО/ за всяка календарна година поотделно ИЗПЪЛНИТЕЛЯТ предоставя на ВЪЗЛОЖИТЕЛЯ "Сертификат за местно лице", "Декларация за притежател на дохода", "Декларация за липса на място на стопанска дейност или определена база в България" и извлечение от публичен регистър, удостоверяващо правото за подписване на лицето, подписало двете декларации. Посочените документи следва да бъдат представени не по-късно от датата на издаване на първа фактура по

се посочват (i) ЕИК номерът и идентификационният номер по ДДС на ВЪЗЛОЖИТЕЛЯ и на ИЗПЪЛНИТЕЛЯ; (ii) приложимата ставка на ДДС и сумата на ДДС, а в случай на самоначисляване или нулева ставка на ДДС, се посочва приложимото законодателство и (iii) номер на Договора/Заявката за доставка. Не се допуска в една и съща фактура да се фактурират доставки по различни договори, както и доставки по различни заявки към един и същ договор.

VI. PAYMENT

Art. 6(1). The payments between the parties shall be carried out by observing the conditions stipulated in the relevant section of the Commercial conditions.

(2). The payments between the parties are made through bank transfer, within 45 (forty-five) calendar days after a final invoice, a way bill (transport documents accompanying delivery), acceptance and delivery protocol for the actual delivery.

(3). Payments under this contract may not exceed the value of the contract as defined in Article 2. (1) in this contract.

(4). In the event that the contract or part of it has as its subject the provision of a service by the CONTRACTOR to the ASSIGNOR and the CONTRACTOR is a non-resident person, for the purpose of avoiding double taxation through the application of international Double Taxation Avoidance Agreement (DTAA) for each calendar year individually, the CONTRACTOR shall provide to the ASSIGNOR a "Local Person Certificate", "Declaration of Income Owner", "Declaration of absence of a permanent establishment or a certain base in Bulgaria" and an excerpt from a public register certifying the right of signature of the person, who has signed the two declarations. These documents should be submitted not later than the

When an invoice is issued the following must be indicated: (i) UIC number and VAT ID No. of the ASSIGNOR and the CONTRACTOR; (ii) the applicable VAT rate and the VAT amount, and in case of reverse charge or zero VAT rate, the applicable legislation shall be referred and (iii) the number of the Contract/Purchase requisition. In one and the same invoice it is not allowed to be invoiced deliveries from different contracts and deliveries from different purchase requisitions to one and the same contract.

VII. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

Чл.7(1). В допълнение на правата и задълженията, уговорени в настоящия договор, страните притежават правата и имат задълженията, посочени в Търговските условия.

(2). Договорният капацитет на доставка съгласно срока посочен в чл.5.(2). е до 30(тридесет) броя произволна комбинация от оферирания типове разединители и до 5(пет) броя телеуправление за РОСМ и ПОММ.

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

Art. 7(1). In addition to the rights and obligations stipulated in this contract the parties have the rights and have the obligations referred to in the Commercial conditions.

(2). The agreed delivery capacity within the period specified in art. 5(2) is up to 30 (thirty) pieces of any combination of the offered types of disconnectors and up to 5 (five) pieces of remote control for horizontal installation load switch and vertical installation load switch.

VIII. ГАРАНЦИОНЕН СРОК

Чл.8(1). Страните се съгласяват, че по отношение на гаранционния срок приложение намира съответния раздел от Търговските условия.

(2). Гаранционният срок на приетите доставки е 36(тридесет и шест) месеца, считано от датата на приемо-предавателния протокол.

VIII. WARRANTY PERIOD

Art. 8(1). The Parties hereby agree that in respect of the warranty period shall apply the relevant section of the Commercial conditions.

(2). The warranty period of the accepted deliveries is 36 (thirty six) months from the date of the delivery and acceptance protocol.

IX. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

Чл.9(1). Страните се съгласяват, че по отношение на гаранцията за изпълнение приложение намира съответния раздел от Търговските условия

(2). При подписване на договора Изпълнителят предоставя гаранция за изпълнение на договора в размер на 1% от стойността на договора.

(3). Срокът на валидност на предоставената гаранция е за период не по-кратък от срока на действие на договора удължен с 30 дни.

IX. PERFORMANCE GUARANTEE

Art. 9(1). The Parties hereby agree that in respect of the performance guarantee shall apply the relevant section of the Commercial conditions.

(2). Upon signing the contract, the Contractor shall provide a performance guarantee within 1% of the contract value.

(3). The validity period of the provided performance guarantee shall be for a period not shorter than the validity period of the contract extended by 30 days.

X. НЕИЗПЪЛНЕНИЕ И НЕУСТОЙКИ

Чл.10(1). В случай че някоя от страните не изпълни свое задължение съгласно договора, изправната страна има

право на неустойка съгласно условията, предвидени в съответния раздел на Търговските условия.

(2). При всяко неспазване на определените срокове за изпълнение на доставката, Изпълнителят дължи неустойка за забавя в размер на 0,5 % от стойността на недоставената част от заявката за доставка за всеки календарен ден от забавата, но не повече от 8 % от стойността на недоставената част от заявката за доставка, без включен ДДС.

X. DEFAULT AND PENALTIES

Art. 10(1). In the event that either party fails to fulfil its obligation under the contract, the non-defaulting party shall be entitled to receive penalty under the conditions laid down in the relevant section of the Commercial conditions.

(2) For any failure to comply with the fixed deadlines for implementation of the delivery, the Contractor shall owe a penalty for delay of 0.5% of the value of the undelivered part of the purchase order for each calendar day of the delay, but not more than 8% of the value of the contract, without VAT included.

XI. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

Чл.11(1). Приложимите технически изисквания към доставката са посочени в Техническа спецификация към квалификационна система № С-16-EP-MP-Д-40, с предмет: "Доставка на мощностни триполюсни разединители 20kV за външен монтаж (монтаж на открито)", представляващи неразделна част от настоящия договор.

(2). В случаите на изпълнение на дейности, за които се изисква Изпълнителя да притежава съответни лицензи, удостоверения, разрешителни и т.н., то той се задължава да поддържа валидността им за срока на действие на договора.

XI. TECHNICAL REQUIREMENTS

Art. 11(1). The applicable Technical requirements to the delivery are referred to in the document Technical specification to qualification system No. C-16-EP-MP-Д-40, with subject: Delivery of three-pole load disconnectors 20kV for outdoor installation, which form an integral part of this contract.

(2). In the cases of execution of activities for which is required the Contractor to hold the corresponding licenses, certificates, authorisations, etc., then the Contractor shall be obliged to maintain their validity for the duration of the contract.

XII. РАЗНИ

(3). При промяна на данните, посочени по-горе, ИЗПЪЛНИТЕЛЯТ се задължава своевременно да информира ВЪЗЛОЖИТЕЛЯ в писмена форма. В случай че Възложителят не бъде уведомен за настъпилата промяна, всяко съобщение, изпратено до ИЗПЪЛНИТЕЛЯ на посочения по-горе адрес, се счита за надлежно изпратено.

(4). Дефиниции-термините, използвани в договора, имат значението, посочено в дефинициите на Търговските условия, освен ако контекстът налага друго значение.

(5). Договорът не може да бъде изменен и допълван, освен по реда на чл. 116 от ЗОП.

(6). Всички спорове, възникнали във връзка с тълкуването и изпълнението на настоящия договор, ще бъдат решавани от страните в добронамерен тон чрез преговори, консултации и взаимноизгодни споразумения. Ако такива не бъдат постигнати, спорът ще бъде отнесен за разрешение от компетентния Районен, съответно Окръжен съд по седалището на ВЪЗЛОЖИТЕЛЯ.

(7). ИЗПЪЛНИТЕЛЯТ предоставя гаранция за изпълнение на договора под формата на паричен депозит с дата на издаване 31.07.2020г.

(8). Настоящият договор се сключи в два еднообразни екземпляра, по един за всяка от страните.

XII. MISCELLANEOUS

(3). In the event of changing the data referred to above, the CONTRACTOR shall be obliged to inform the ASSIGNOR in writing in a timely manner. In the event that the ASSIGNOR is not informed of the resultant change, each message sent to the CONTRACTOR at the address above shall be considered to be duly sent.

(4). Definitions - the terms used in the contract shall have the meaning given in the definitions of the Commercial conditions unless the context otherwise requires.

(5). The contract may not be amended and supplemented, except in accordance with the procedure laid down in Article 116 of PPA.

(6). All disputes arising from the interpretation and implementation of the hereby contract shall be settled by the parties in friendly manner by negotiations, consultations and mutually beneficial agreements. If such cannot be achieved, the dispute

shall be referred to the competent Regional, respectively District Court according to the domicile of the ASSIGNOR.
(7). The Contractor shall provide a performance guarantee in the form of cash deposit with date of issue 31.07.2020.
(8). This contract was signed in two identical copies, one for each of the parties.

XIII. ПРИЛОЖЕНИЯ

Чл. 13(1). Всички приложения, посочени по-долу се включват в този договор по подразбиране и представляват неделима част от него.

(2). Страните се споразумяват за следния приоритет на документи, които имат обвързваща сила в отношенията им по настоящия договор, като при противоречие между разпоредби на отделните документи се прилага разпоредбата на документа от по-горен ред:

1. Настоящия договор;
2. Техническа спецификация към квалификационна система № С-16-ЕР-МР-Д-40, с предмет: „Доставка на мощностни триполюсни разединители 20kV за външен монтаж (монтаж на открито)“;
3. Търговски условия към квалификационна система № С-16-ЕР-МР-Д-40, с предмет: „Доставка на мощностни триполюсни разединители 20kV за външен монтаж (монтаж на открито)“;
4. Критерии за изключване от квалификационната система и условия за прекратяване на сключен договор (Издание № 1);
5. Общи условия на закупуване на дружествата от групата EVN – Декември 2018;
6. Клауза за социална отговорност на дружествата от групата EVN - Януари 2011;

XIII. APPENDICES

Art. 13(1). All appendices referred to below shall be included in this contract by default and shall form an integral part thereof.

(2). The Parties hereby agree on the following priority of documents which have binding force in their relations under this contract and in case of a conflict between the provisions of the individual documents shall apply the provision of the document from the upper line:

1. This contract;
2. Technical specification to qualification system No. C-16-EP-MP-D-40, subject: Delivery of three-pole load disconnectors 20kV for outdoor installation;
3. Commercial conditions to qualification system No C-16-EP-MP-F-40, subject: Delivery of three-pole load disconnectors 20kV for outdoor installation;
4. Criteria for exclusion from the qualification system and conditions for termination of a signed contract (Issue No. 1);
5. General Purchasing Terms of EVN Group Companies - January 2018;
6. Social Responsibility Clause of EVN Group Companies - January 2011;

ВЪЗЛОЖИТЕЛ / ASSIGNOR:

[Redacted signature area]



ИЗПЪЛНИТЕЛ / CONTRACTOR: DBIRO spol. s r.o.

[Redacted signature area]

[Redacted signature area]

General purchasing terms and conditions of the EVN Group

Commercial or general terms and conditions of the Contractor, unless explicitly approved by the Contracting authority, do not apply, even if not explicitly rejected by the Contracting authority.

1. All purchase orders, contracts, amendment and additional agreements there to shall be considered valid only if concluded in writing. All oral agreements between the parties are invalid, unless confirmed in writing by the Contracting authority.
2. In the event that the contract/order is based on an estimate of cost, made by the Contractor and provided to the Contracting authority, it shall be considered as an integral part of the contract/order, unless otherwise specified in the contract/order.
3. The prices specified in the contract/order are fixed, not subject to change. All deliveries are free of transport expenses to the place of delivery, all goods packed, insured, unloaded. Additional (cost plus) services may only be provided upon prior approval by the Contracting authority. A calculation of the necessary working hours, equipment and materials must be produced to the Contracting authority for written approval. Not awarded or approved additional services shall not be paid. If a certain number of additional services is provided for in the specification/offer, this shall not entitle the Contractor to claim their implementation.
4. The acceptance of certain delivery/service shall be considered fulfilled only in case the Contracting authority confirms it in writing by signing a bilateral delivery and acceptance protocol. All risks shall pass on the Contracting authority only after the goods have been delivered/the service has been performed and accepted by the Contracting authority. Until accepted by the Contracting authority, all risks shall be borne by the Contractor. The place of performance shall be considered the specified in the contract/order address of delivery of the goods/ performance of the service.
5. The Contractor shall be obliged to guarantee and shall be held liable that his personnel and subcontractors, hired by him, comply with all legal requirements for protection of the life and health of the workers, as well as protection of the environment. The personnel and subcontractors used by the Contracting authority shall have the right of access only to the sections specified by the Contracting authority. The instructions of the construction and assembly supervision of the Contracting authority are mandatory and must be complied with. The Contractor shall explicitly undertake to comply with all laws and regulations and shall exercise control over the citizens of the Republic of Bulgaria or foreign citizens, employed by him or by his subcontractors, in accordance with the relevant Bulgarian and European labour legislation. Before starting the work, the Contractor shall prove compliance with the obligations regarding the control exercised by him, by presenting a complete set of relevant documentation (residence permit, work permit, etc.), without being explicitly requested by the Contracting authority, and shall ensure that the Contracting authority and/or his employees shall not be liable for failure to comply with these obligations, including damages caused in this respect.
6. The Contractor shall be committed to the obligation of comprehensive coordination and cooperation with all working on the site. The Contractor shall be obliged to comply with all regulations governing the rights and obligations of the employees, which include but are not limited to: Labour Code, Health and Safety at Work Act, Spatial Planning Act, and in most conscientious way support the companies of the EVN group, in their function of Contracting authorities, as well as the persons in charge (coordinators, project managers), in the performance of their duties. The goal is to ensure the implementation of principles for prevention of hazards in compliance with all guidelines of the relevant authorities. The Contractor is obliged to guarantee that the Contracting authority and/or any of Contracting authority's offices and employees shall not be liable for damages resulting from the failure of these obligations.
7. The Contractor shall ensure that deliveries/services comply with all legal provisions and current state of the art. The Contractor shall guarantee the qualitative and timely performance of the respective delivery/service. For the warranty of the goods/services the relevant existing legislation shall apply, unless otherwise agreed in the contract/order. The warranty shall cover any defects occurring within the agreed warranty period. The proof of flawless, according to the contract, performance is obligation of the Contractor. If, in connection with correcting a defect or shortage, any disassembly, assembly as well as any other additional costs are incurred, they shall be borne by the Contractor. It is the obligation of the Contractor to eliminate within the warranty period as quickly as possible all defects or shortages occurred or, at the choice of the Contracting authority, replace the delivered goods/performed services with new ones. The delivered goods/performed services shall be inspected by the Contracting authority at the time of their use at the latest. If the Contractor fails to comply with his obligations concerning the agreed warranty of the goods/services and the defects or shortages have been repaired by a third party, the Contractor shall be obliged to bear all costs arising in this respect.
8. The Contractor shall be held liable for any damages resulting from actions or inaction of the Contractor, his personnel, his subcontractors or any other persons to whom the Contractor has assigned work, in the process of or on the occasion of execution of the delivery/service, as well as for damages caused by the used materials or parts of these materials. The Contractor shall also be held liable for all materials, construction equipment or other items for installation or storage, provided to him by the Contracting authority. In each individual case of damage, the Contractor shall prove that he, his personnel, subcontractors or other persons, to whom he has assigned work, are not guilty. This shall also apply to damages caused by negligence or lack of due diligence. Any actions or claims by employees or third parties concerning damages arising in connection with performance of the contract/order should be addressed to the Contractor. The Contractor shall ensure that the Contracting authority shall not be held liable for such damages.
9. The Contractor shall, at his own expense, conclude the relevant general liability/professional indemnity insurance, to cover all liability risks arising from the law and/or the contract/order. The insurance shall also cover the liability for damages to third parties of all subcontractors and persons employed by the Contractor in performance of the contract/order.
10. Invoices must be sent to the specified in the contract/order billing address, in one original copy, and shall contain the contract and/or order number. Invoices must comply with the applicable legislation, in particular both the Contracting authority's and the Contractor's VAT identification numbers are to be specified, as well as the explicit applicable VAT amount is to be entered on a separate line in the invoice. Invoices that do not meet these requirements shall not be considered as grounds for due payment and the Contracting authority shall reserve the right to return them to the Contractor for correction, whereas in this case the payment period shall be extended until the Contracting authority receives an invoice complying with all requirements under these General purchasing terms and conditions and the contract/order. The payment period shall begin to run from the receipt of the invoices and all accompanying the delivery/service documents at the specified in the contract/order billing address, under the provision

- that the delivery/service has been, as stipulated in the contract/order, accepted via bilaterally signed delivery and acceptance protocol. In case it has not been explicitly otherwise agreed, with partial deliveries or partial performance of services it shall be acceptable to issue an overall invoice after the complete performance of the contract/order. Payments in these cases shall be made not later than the period specified in the contract/order. Upon delay of payment caused by the Contracting authority, the statutory interest for late payment shall be applied in accordance with the provisions of the Obligations and Contracts Act. Except for the legal interest for delay the Contracting authority shall not owe payment of any other damages or penalties, except in cases of proven wilful misconduct.
11. Notifications of concluded deeds of assignment must be made in writing (not by fax or e-mail) through registry in the record-keeping system of the Contracting authority, to the attention of Financial Affairs department. In these cases, the Contracting authority shall be entitled to charge and withhold a handling and maintenance fee of 1% of the amount of the transferred receivable, but not more than BGN 5,000.
 12. Right of retention in favour of the Contractor shall not be allowed, unless expressly regulated by law. The Contracting authority shall be entitled to set off his own debts and receivables, which the Contractor owes to related to the Contracting authority companies from the EVN AG group, included in the consolidated annual financial statement of EVN AG, registered in the district court Wiener Neudorf under UIC FN 72000 h and VAT ID: ATU14704505, against amounts payable to the Contractor.
 13. The Contractor strongly agrees that in the performance of this contract/order will comply with the General Data Protection Regulation, the Bulgarian Personal Data Protection Act and the secondary legislation in this field. All personal data which he has become familiar with, in the course of performing of the contract/order, where appropriate may be provided to third parties (e.g. design companies, owners of facilities, insurers, etc., but not competitors) only in compliance with these requirements and after the consent of the Contracting authority. The Contractor shall be obliged to immediately notify the Contracting authority in the event of any breach found in the security of the processing of personal data. The Contractor shall be obliged to take reasonable measures so as to ensure the reliability of each employee who may have access to personal data and ensure that the access is strictly limited to those persons who actually must have access to the information for the purpose of performance of the contract/order. The Contractor shall be held liable that both his employees and all those who provide services in connection with the performance of the contract/order, will comply with the provisions of these General purchasing terms and conditions and the legal requirements in connection with the protection of personal data. The Contractor shall undertake to implement appropriate technical and organizational measures, aiming at ensuring a level of security corresponding to the possible risk, as well as to keep the personal data in the volume and storage period as required by the applicable legislation. The Contractor shall be obliged to compensate damages which a person may incur as a result of processing of personal data by the Contractor, which processing violates the Regulation or other legal provisions for personal data protection.
 14. The Contractor shall declare and ensure that in the course of delivery of the goods/performance of the service, the rights of third parties on intellectual or industrial property will not be violated. The Contracting authority shall not be held liable in case of any possible claims of third parties in this connection and payment claims will be directed to the Contractor.
 15. In the event that the Contractor delays in performing a delivery/service under the contract/order, the Contracting authority shall be entitled to insist on provision of the delivery/service in accordance with the contract/order or after setting a reasonable additional time limit and the delivery/service is still not provided within this additional time limit, to terminate the contract in writing unilaterally. In addition, the Contractor owes to the Contracting authority compensation for damages arising as a result of the respective non-performance. The Contracting authority shall be entitled to unilaterally terminate the contract without prior notice, if proceedings of declaring bankruptcy have been opened against the Contractor, or the Contractor has been declared bankrupt, or his property has been put under seizure or foreclosure for repayment of debt. Upon withdrawal from the contract the Contracting authority has to cover the cost of all deliveries/services performed to date by the Contractor, in case that the Contracting authority will be able to use them for their intended purpose stated in the contract/order. In no case will the Contracting authority be liable to pay for more than what has already been delivered/ performed.
 16. The Contracting authority shall be entitled to transfer the contractual relationship with all rights and obligations to another related company from the EVN AG group. The Contractor shall not be entitled, unless in the case of a prior written consent by the Contracting authority, to transfer the contract/order both in full or partially to any third parties and/or to engage subcontractors.
 17. All disputes arising from the interpretation and performance of the contract/order shall be settled by the parties in friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent court according to the domicile of the Contracting authority. The substantive law according to the court registration of the Contracting authority shall apply under exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL trade law) and the reference provisions of international private law. The language of the contract shall be the official language of the country according to the court registration of the Contracting authority.
 18. If certain provisions of these General purchasing terms and conditions are, or become in full or partially invalid or not feasible, it will not affect the validity of the remaining provisions. To substitute the invalid or not feasible provisions, the Parties agree to settle their relationships in a way that is as close as possible to what the parties have pursued through the become invalid or not feasible provisions of these General purchasing terms and conditions.
- (edition December 2018)

EVN Group Integrity Clause

The contractor has taken cognizance of the following integrity clauses, to which the EVN Group is also committed, and shall take them into consideration when rendering its deliveries/services. The client is entitled to revise the content of these duties at any time. In case of violation, the client is entitled to request negotiations in order to re-establish the contractual conditions. If the contractor fails to comply with this request within one month or does not desist from or correct the ascertained breach of contract amicably or within a reasonable period of grace, the client is entitled to terminate the contract with immediate effect. If the contractor refuses or prevents such revisions from being carried out, the client is likewise entitled to terminate the contract with immediate effect. Furthermore, the contractor undertakes to make the following principles and policies binding upon its upstream suppliers and subcontractors.

1. Recognition of human rights. Our contractors and subcontractors are expected to recognize and uphold the United Nations Declaration on Human Rights and to ensure that they are not involved in violations of human rights.
2. No child labour or forced labour. During the manufacture of their products and provision of their services, our contractors and subcontractors undertake not to use or tolerate the use of child labour or forced labour or other involuntary labour as set out in the Conventions of the International Labour Organization (ILO).
3. No discrimination or harassment in the workplace. Each employee shall be treated with respect and dignity. No employee shall be physically, mentally, sexually or verbally harassed, abused or discriminated because of his or her sex, race, religion, age, origins, handicap, sexual orientation or political or ideological views.
4. Safety and health in the workplace. Our contractors and their subcontractors must ensure that safety and health are guaranteed for their employees in the workplace while observing any applicable laws and regulations. Free access to drinking water, sanitary facilities, appropriate fire prevention equipment, lighting, ventilation and - if necessary - suitable personal protective equipment must be provided. Employees shall be trained in the correct use of protective equipment and in general safety rules.
5. Labour and social security laws. Our contractors and their subcontractors undertake to abide by the labour and social security laws that apply in each country when implementing contracts.
6. Transparency as regards working hours and remuneration. Working hours shall be in line with applicable laws. The persons employed by our contractors and subcontractors shall receive employment contracts in which working hours and remuneration have been laid down.
7. Protection of the environment. We expect our contractors and their subcontractors to observe all applicable laws and regulations on the protection of the environment when carrying out their entrepreneurial activities and to pay proper attention to economic, ecological and social aspects when rendering their services/deliveries and thus not lose sight of the importance of sustainable development.
8. Reduction in the use of resources, waste and emissions. The continuous improvement in the efficiency of how resources are used is an important part of management and running a business. Our contractors and their subcontractors shall minimize waste of any sort and discharges and emissions into the air, water and ground.
9. High ethical standards. We expect our contractors and their subcontractors to attach a high degree of importance to business ethics, to abide by prevailing national laws (in particular labour, competition, anti-trust and consumer laws) and to refrain from engaging or participating in corruption, bribery, deceit or blackmail.
10. Transparent business relationships. Our contractors and their subcontractors shall abstain from offering, requesting, granting or accepting any gifts, payments or other comparable advantages or gratuities that might induce someone to violate his or her duties.
11. Right of assembly and strike. The persons employed by our contractors and their subcontractors should be granted the right to participate in assemblies and strikes in accordance with the laws of the country where they work without having to fear any possible consequences.

(Issued in October 2010)