

Elektrorazpredelenie Yug EAD
37, Christo G. Danov St. BG - 4000 Plovdiv

ROBOTRON DATENBANK-SOFTWARE GmbH

STUTTGARTER 29
D-01189 DRESDEN

Value contract

order number / date
4600004210 / 30.06.2017

contact person resp. dept.:
department CI
Information and Telecommunication

Информацията е заличена съгласно
чл. 2 и чл. 4 от ЗЗЛД

supplier data

supplier number:
2090
basis for order:
art 112, par 1 from PPA and DECISION
№ 105-EP-17-CI-Д-3/P1/28.04.2017
contact person:

Информацията е заличена
съгласно чл. 2 и чл. 4 от ЗЗЛД

order data

payment conditions:
within 30 days
billing adress:
Elektrorazpredelenie Yug EAD
37, Hristo G. Danov
BG-4000 Plovdiv
place of fulfilment:
Elektrorazpredelenie Yug EAD
on the premises
of the CONTRACTING AUTHORITY
BG-4004 Plovdiv

contract period:
03.07.2017 - 30.06.2020

subject of order:

Purchase of new licenses, providing support, development of additional functionalities or modify existing ones and the related consulting services and trainings for the software to meter data management eCount

target value in EUR without VAT

700.000,00

item	material	quantity	unit	name	price per unit	net value EUR
00010				Maintenance of licenses		
		1	Months		2.431,62 EUR	2.431,62
				for module 1 MDM: Data Processing, Analysis, Management for 2 000 000 metering points, including 5600 remotely read metering points; licenses value amounting to 162108,00 EUR, excl. VAT		
00020				Maintenance of licenses		
		1	Months		483,79 EUR	483,79
				for module 3 MDM: Clearing&Balancing Functions for 2 000 000 metering points, including 5600 remotely read metering points; licenses value amounting to 32252.50 EUR, excl. VAT		
00030				Maintenance of licenses		
		1	Months		783,75 EUR	783,75
				for Common Data Pool (CDP). licenses value amounting to 52250,00 EUR, excl. VAT		
00040				Maintenance of licenses		
		1	Months		106,88 EUR	106,88
				for Automated substitute value generation. licenses value amounting to 7125,00 EUR, excl. VAT		
00050				Maintenance of licenses		
		1	Months		68,40 EUR	68,40
				for Automatic sending of excel reports. licenses value amounting to 4560,00 EUR, excl. VAT		
00060				Maintenance of additional software		
		1	Months		285,00 EUR	285,00
				development Master data interface SS1.1. software development amounting to 22800,00 EUR, excl. VAT		
00070				Maintenance of licenses for module 1		
		1	Months		141,08 EUR	141,08
				MDM: Data Processing, Analysis, Management of 14400 remotely read metering points; licenses value amounting to 9405,00 EUR, excl. VAT		
00080				Maintenance of licenses for module 3		
		1	Months		141,08 EUR	141,08
				MDM: Clearing&Balancing Functions for 14400 remotely read metering points; licenses value amounting to 9405,00 EUR, excl. VAT		
00090				Maintenance of additional software		
		1	Months		199,50 EUR	199,50
				development Register data interface SS1.3. software development amounting to 15960,00 EUR, excl. VAT		
00100				Maintenance of licenses ECL321401		
		1	Months		156,61 EUR	156,61
				Business-Paket MS-Excel-Reports. licenses value amounting to 10440.50 EUR, excl. VAT		
00110				Maintenance of licenses ECL321406		
		1	Months		91,20 EUR	91,20
				Excel report SQL modules. licenses value amounting to 6080,00 EUR, excl. VAT		
00120				Maintenance of the increase of the licen		
		1	Months		85,36 EUR	85,36
				of the license for remotely read metering points package of 10 000. licenses value amounting to 5690,50 EUR, excl. VAT		

item	material	quantity unit	name	price per unit	net value EUR
00130		1 Hour (support during holidays)	Call on-duty hourly rate	200,00 EUR	200,00
00140		1 Hour	Ticket service for Robotron e-count	130,00 EUR	130,00
00150		1 Days Consulting services working time	Software developer in Dresden	800,00 EUR	800,00
00160		1 Days Consulting services working time	Software developer in Plovdiv	950,00 EUR	950,00
00170		1 Days Consulting services working time	Consultant in Dresden	900,00 EUR	900,00
00180		1 Days Consulting services working time	Consultant in Plovdiv	1.050,00 EUR	1.050,00
00190		1 Days Consulting services working time	Project manager in Dresden	900,00 EUR	900,00
00200		1 Days Consulting services working time	Project manager in Plovdiv	1.050,00 EUR	1.050,00
00210		1 Days Consulting services outside working hours and Saturdays	Software developer in Dresden	1.200,00 EUR	1.200,00
00220		1 Days Consulting services outside working hours and Saturdays	Software developer in Plovdiv	1.425,00 EUR	1.425,00
00230		1 Days Consulting services outside working hours and Saturdays	Consultant in Dresden	1.350,00 EUR	1.350,00
00240		1 Days Consulting services outside working hours and Saturdays	Consultant in Plovdiv	1.575,00 EUR	1.575,00
00250		1 Days Consulting services outside working hours and Saturdays	Project manager in Dresden	1.350,00 EUR	1.350,00
00260		1 Days Consulting services outside working hours and Saturdays	Project manager in Plovdiv	1.575,00 EUR	1.575,00

item	material	quantity	unit	name	price per unit	net value EUR
00270		1	Days	Software developer in Dresden	1.600,00 EUR	1.600,00
	Consulting services holidays and Sundays					
00280		1	Days	Software developer in Plovdiv	1.900,00 EUR	1.900,00
	Consulting services holidays and Sundays					
00290		1	Days	Consultantr in Dresden	1.800,00 EUR	1.800,00
	Consulting services holidays and Sundays					
00300		1	Days	Consultant in Plovdiv	2.100,00 EUR	2.100,00
	Consulting services holidays and Sundays					
00310		1	Days	Project manager in Dresden	1.800,00 EUR	1.800,00
	Consulting services holidays and Sundays					
00320		1	Days	Project manager in Plovdiv	2.100,00 EUR	2.100,00
	Consulting services holidays and Sundays					
00330		1	Days	Specialized trainings	2.500,00 EUR	2.500,00
00340		1	items	New licenses	1,00 EUR	1,00
	Purchasing of new licenses, maintenance of new licenses, development of additional services, different from the enlisted in pos.00010 till pos. 00330 from above					
00350		1	items	Travel expenses	1,00 EUR	1,00

Днес, 21.08.14 бе сключен настоящия договор между:
Today, 21.08.14 this contract was concluded between the parties:

Електроразпределение Юг ЕАД, със седалище и адрес на управление гр. Пловдив, ул. Христо Г. Данов №37, вписан в Търговския регистър на Агенцията по вписванията ЕИК.115552190, ИН по ДДС: BG 115552190, представлявано от всеки двама от членовете на Съвета на директорите: Роналд Брехелмахер, Гочо Чемширов и Костадин Величков, наричани по-нататък ВЪЗЛОЖИТЕЛ

Elektrorazpredelenie Yug EAD, 37 Hristo G. Danov str., 4000 Plovdiv, entered in the Trade register of the Registry Agency, with EIC No 115 552 190, VAT No BG 115 552 190, represented by every two of Board of Directors: Ronald Brechelmacher, Gocho Tcheshshirov, Kostadin Velichkov, hereinafter referred to as the CONTRACTING AUTHORITY, и / and

Роботрон Датенбанк - Софтуер ГмбХ, Дрезден, ул. "Щутгартен" 29, D-01189, Германия, ЕИК: DE140131125, представлявано от законния си представител Др. Ролф Хайнеман, наричано отгук нататък Изпълнител, Robotron Datenbank-Software GmbH, Dresden, Stuttgarter Strasse 29, D-01189, Deutschland, UID: DE140131125, represented by its legitimate representative Dr. Rolf Heinemann, hereinafter referred to as the CONTRACTOR.

1. ПРЕДМЕТ НА ДОГОВОРА:

(1) Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на енергийни данни eCount

(2) Настоящият договор е договор с необвързваща стойност. Всяко едно възлагане по него ще се осъществява посредством конкретно изпратена от Възложителя до Изпълнителя заявка за доставка на стоки/предоставяне на услуги по договора, с точно специфицирани количества и видове стоки/услуги, както и срокове на изпълнение, съгласно договорените между страните условия и цени.

(3) Лицензите са стандартен софтуер, които са записани на технически носител и са предназначени за масова употреба, като не отчитат спецификите в дейността на конкретния потребител. Софтуерната поддръжка е услуга, извършвана по електронен път за доставения продукт, като се отнася също и за актуализацията му по електронен път. Възложителят придобива само права по използването на софтуера във връзка с дейността си, като няма права за копиране, възпроизвеждане, разпространение, изменение, публично показване или други форми на търговско използване.

1. SUBJECT MATTER OF THE CONTRACT:

(1) Purchase of new licenses, providing support, development of additional functionalities or modify existing ones and the related consulting services and trainings for the software to meter data management eCount.

(2) This current contract has a frame contract character. Each separate assignment, regarding delivery of licenses or provision of services, will be initiated through a separate, sent by the Contracting authority to the Contractor, call-off order to this contract, which will include precisely specified quantities and types of licenses/services, as well as delivery times, respectively period for provision of the service, according to the agreed between the parties conditions and prices.

(3) Licenses are standard software, which are recorded on technical media and are intended for general use and not taking into consideration the specific activities of the actual user. Software maintenance is a service, which is performed electronically for the supplied product and its update as well. The CONTRACTING AUTHORITY has just the right to use the software product in connection with its own activity, and has no rights for copying, reproduction, distribution, modifying, public exhibition or other forms of commercial use.

2. СТОЙНОСТ НА ДОГОВОРА:

Приблизителната и необвързваща стойност на договора възлиза на 700 000.00 евро (словом: седемстотин хиляди евро), без включен ДДС, които се равняват на 1 369 081,00 лева (словом: един милион триста шестдесет и девет хиляди и осемдесет и един лева) без ДДС.

2. VALUE OF THE CONTRACT:

Estimated and non-binding contract value amounts to 700 000,00 EUR (say: seven hundred thousand EUR), VAT excluded, which equals to 1 369 081,00 BGN (say One million three hundred and sixty-nine thousand and eighty-one BGN), VAT excluded

Чл.3. ЦЕНОВИ УСЛОВИЯ

(1) Единичните договорени цени за позиция от 00010 до 00330, посочени по-горе са твърди за срока на действие на договора, в евро без включен ДДС, като включват всички необходими разходи на Изпълнителя за доставка на продуктите и услугите, изброени в приложенията по-долу.

(2) Цената на годишната поддръжка за закупени лицензи ще бъде равна на 18% от стойността на лицензите. В случай на закупуване на допълнителни лицензи, то общата цена на поддръжката се увеличава пропорционално, прекалкулира се на месечна база и влиза в сила от началото на месеца следващ месеца на подписване на ППП относно инсталация в продуктивна система на допълнителните лицензи

(3) Годишната поддръжка на разработените допълнителни функционалности (Master data interface SS1.1 и Register data interface SS1.3.) се формира на база 15% от стойността им

(4) При закупуване на нови лицензи Възложителят се ползва с 5% отстъпка върху ценовата листа на Изпълнителя.

(5) По време на гаранционния срок за новозакупените лицензи – първите две години, изчисляването на общата сума за поддръжка им се извършва на базата на изчислената съгл. т.1. по-горе цена, редуцирана с 35%.

(6) При смяна на версиите:

6.1 Няма да бъдат заплащани допълнително суми за лицензи. Ще бъдат заплатени услугите по инсталацията и настройките на системата по договорените цени, като Изпълнителя следва предварително да направи предложение за необходимите ресурси и работни часове, и след потвърждение от страна на Възложителя.

6.2 Ще важат условията на стандартния Hot Line support, съответно няма да има допълнително заплащане.

(7). Единичните договорени цени за позиция 00340 - Закупуване на нови лицензи, поддръжка на нови лицензи, разработки на допълнителни функционалности, както и допълнителни услуги, извън посочените в поз. 00010 до поз. 00330 по-горе, се определят на база ценова листа на ИЗПЪЛНИТЕЛЯ, с включена договорена търговска

отстъпка съгласно чл.3, ал. 4. След уточнение на съответния компонент Изпълнителят изпраща оферта на Възложителя с посочена цена и срок на доставка, която, в случай че бъде приета от Възложителя и потвърдена чрез конкретна заявка за доставка, става неразделна част от настоящия договор.

(8) Относно позиция 00350 от по-горе - пътни разходи:

Във връзка с изпълнението на позиция 00160, 00180, 00200, 00220, 00240, 00260, 00280, 00300, 00320, както и предоставянето на други услуги, на територията на Възложителя в България - гр. Пловдив - договорено е допълнителното заплащане на възникнали с изпълнението на услугите пътни разходи, след като документално бъдат обосновани действително възникналите разходи от страна на Изпълнителя.

3. PRICING:

(1). The agreed unit prices for position 00010 till position 00330 from above, are in EUR VAT excl., firm for the period of the contract duration, and include all costs and expenses of the CONTRACTOR, needed for delivery of the products and provision of the services, as described in the appendices below.

(2) The price of the annual maintenance for the purchased licenses will be equal to 18% of the purchase value of the licenses. In the case of purchase of additional licenses, the total price for the maintenance shall be increased proportionately, shall be recalculated on a monthly basis and shall enter into force at the beginning of the month following the month of the signing of the Delivery and acceptance protocol on the installation in the productive system of purchased additional licenses

(3) The price for the annual maintenance of the additional functionalities developed (Master data interface SS1.1 и Register data interface SS1.3.) will be formed on the basis of 15% of their value.

(4) When new licenses are purchased, the CONTRACTING AUTHORITY will be offered 5% discount on the price list of the CONTRACTOR

(5) During the warranty period of the newly purchased licenses - for the first two years, the total amount for maintenance shall be calculated on the basis of the price, as defined in point 1 above, reduced by 35%.

(6) When versions are changed:

6.1 No additional license fees will be paid. It will be paid for the installation services and system settings at negotiated prices, as the CONTRACTOR should make a quotation in advance for the necessary resources and working hour, and after confirmation by the Contracting Authority.

6.2 The terms of the standard Hotline support will apply, respectively there will be no additional payment.

(7). The agreed unit prices for pos. 00340 - Purchasing of new licenses, maintenance of new licenses, development of additional services, different from the enlisted in pos.00010 till pos. 00330 from above, are defined on basis of the price list of the Contractor, with included negotiated discount, regarding Article 3, para. 4. After clarification of the corresponding component, the Contractor sends an offer to the Contracting authority with specified price and delivery date, which in case accepted by the Contracting authority, and confirmed by a separate call-off order, will be an integral part of this contract.

(8). Regarding position 00350 - Travel costs - from above:

in connection with the performance of position 00160, 00180, 00200, 00220, 00240, 00260, 00280, 00300, 00320, as well as the provision of other services, on the premises of the CONTRACTING AUTHORITY in BG-Plovdiv - additional travel costs apply, which will be covered by the CONTRACTING AUTHORITY, upon documental proof for the actually incurred costs by the CONTRACTOR

4. СРОКОВЕ

(1) Валидност на договора:

Срокът на действие на настоящия договор е до 30.06.2020, или до изчерпване на стойността съгл. чл. 2., като меродавно е събитието, което настъпи по-рано във времето.

(2). Срокове за реакция

2.1. Сроковете за реакция са съгласно описаните в Приложение 1 към настоящия договор - Технически изисквания в.2.

2.2. Срок за реакция в случай на желание за извършване на конкретни change requests, или поръчки за консултация, или други специфични разработки - не повече от 10 календарни дни. В рамките на този срок Изпълнителят ще направи предложение за необходимите ресурси и работни часове за извършване на услугите.

(3). Срокове при възникнал проблем с Приоритет 1

3.1. Срок за реакция - Фиксира се време за реакция и анализиране на възникнал проблем с Приоритет 1 - 4 часа, като ако след изтичане на 4-те часа представителите на ЕВН не са съгласни с прогнозата на времето на Robotron за решаване на проблема, същият се поставя на вниманието на ръководител проект

3.2. Срок за решаване на възникнал проблем с Приоритет 1 – Изпълнителят следва да разреши инциденти с приоритет 1 до края на следващия работен ден, без да увеличи разходите за Възложителя. Необходимо условие е да бъде регистрирано съобщение за грешка в ticket-системата на Изпълнителя, като бъде описан детайлно възникналия проблем. Това правило се отнася само за времето за решаване на инцидент с приоритет 1, за всички останали инциденти ще бъде приложимо договореното ниво на поддръжка – „Бронзово ниво“, съгласно чл. 10, ал.

1.

(4) Срокове за доставка/изпълнение

Всички срокове за доставка/изпълнение се съгласуват съвместно между страните по договора.

(5) Сроковете за изпълнение на възложени дейности са съгласувани между страните и договорени при възлагането. Тези срокове са от ключово значение за начисляване на неустойки.

(6) В случай на отклонения от сроковете по чл. 4.2. и/или 4.3., по причини за които Изпълнителят е отговорен, то Възложителят е в правото си да наложи санкции за просрочване в съответствие с Приложение 2 към този договор - Търговски условия в.3

(7) Изпълнителят следва да информира Възложителя, че предстои промяна на версията на системата, не по-късно от 9 месеца преди същата да бъде актуализирана.

4. TIME FRAMES:

(1) Contract validity:

This contract will be valid till 30.06.2020 or till reaching of the value of the contract, specified in art.2, whereas relevant for the end of this contract will be the event which occurs earlier.

(2) Response (Reaction) times

2.1. The response (reaction) times are according to the described in Appendix 1 of this contract - Technical requirements v.2

2.2. Response (Reaction) time in the event of a desire to make specific change requests or orders for consultation or other specific developments - no more than 10 calendar days. Within this period the CONTRACTOR will make a quotation for the resources and working hours necessary to perform the services

(3) Time frames for a problem with Priority 1

3.1. Response (Reaction) time - Fixed is reaction time to react to and analyse a problem with Priority 1-4 hours, whereas if after the expiry of the 4 hours, contact person of EVN does not agree with the time estimate of Robotron for solving the problem, it shall be referred to a project manager

3.2. Solving time for a problem with Priority 1 - The CONTRACTOR should solve priority 1 incidents by the end of the next business day, without increasing costs for the CONTRACTING AUTHORITY. A qualified error message, with described the problem in detail, in the CONTRACTOR's ticket system is required. This agreement applies only to the solving time a Priority 1 incident, for all other incidents will be applied contracted service level - "Bronze level" according to Art. 10, para. 1.

(4) Delivery/Execution times

All delivery/execution times will be mutually agreed between the parties.

(5) The deadlines for performance of the activities assigned are coordinated between the parties and agreed during awarding. These deadlines are of a key importance for charging penalties

(6) In case of deviations from the above mentioned times, as to art. 4.2, or/and art. 4.3., for reasons in the scope of the responsibilities of the Contractor, the Contracting Authority has the right to impose delay sanctions on the corresponding payments in accordance with the Appendix 2 - Commercial terms v3 - of this contract.

(7) The CONTRACTOR should inform the Contracting Authority about any change of the version of the system, not later than 9 month before the system being updated

5. МЯСТО НА ИЗПЪЛНЕНИЕ:

Мястото на изпълнение на настоящия договор е на територията на Възложителя в България - гр. Пловдив.

5. PLACE OF FULFILLMENT:

The place of fulfillment of this contract is on the premises of the CONTRACTING AUTHORITY in BG-Plovdiv.

6. ПЛАЩАНЕ

(1). Всички плащания по настоящия договор ще бъдат извършвани посредством банков превод, в рамките на 30 дни, след извършване на услугите/доставките, приемо-предавателен протокол и издаване на фактура. Плащането се извършва в Евро. Банковите такси се разделят по равно между страните.

(2). Плащанията по настоящия договор не могат да надхвърлят посочената в чл.2 стойност.

(3). Данък при източника: Има общ данък при източника върху услугите и лицензите предоставяни от чуждестранни доставчици на услуги в България, който възлиза на максимално 10% от дължимата сума за плащане, в зависимост от конкретното споразумение със страната на произход на доставчика на услугата. Въз основа на договора за избягване на двойното данъчно облагане, размерът на данъка при източника, може да се изиска обратно от изпълнителя от българските данъчни органи чрез съответната процедура.

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, от които произхождат съответните доходи" 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

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удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО.

6. PAYMENT:

(1). All payments to this contract will be executed through bank transfer, within 30 days, after providing of services/deliveries, acceptance protocol and invoice. Payment shall be effected in EURO. Bank charges are split symmetrically between the parties.

(2). Payments under this contract may not exceed the value specified in Article 2.

(3). Withholding tax: There is a general withholding tax on the services and the licenses provided by foreign service providers in Bulgaria, amounting to a maximum of 10% of the amount due for payment, depending on the specific agreement with the country of origin of the service provider. Based on the agreement for avoidance of double taxation, the amount of the withholding tax may be requested back by the contractor from the Bulgarian tax authorities through the respective procedure.

For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CADT/ for each calendar year separately, the Contractor shall provide the Contracting authority with:

- "Certificate of residence",
- "Declaration of a holder of the income",
- "Declaration for absence of a permanent establishment or fixed base in Bulgaria where the respective incomes originate from" and
- Excerpt from the public register, certifying eligibility for the signature of the person signed both declarations.

These documents should be submitted not later than the date of issue of the first invoice under the contract and sent by

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shall deduct withholding tax pursuant to the applicable Bulgarian legislation and the relevant Convention for avoidance of double taxation.

7. ФАКТУРИРАНЕ

(1) Фактурата трябва да съдържа следните реквизити: ЕИК на двете страни, за Възложителя той е: 115552190, ДДС номерата на двете страни, за Възложителя той е BG115552190, приложимия процент ДДС и ДДС сумата. В случай на самоначисление или процентът на ДДС е нула, трябва да се упомене приложимия закон. Изпълнителят трябва да

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(2) Фактурата за поддръжка се издава на тримесечие в последния ден на последния месец от тримесечието, за което се извършва поддръжката. Издаването на фактурата се осъществява след изпращане и подписване на приемно-предавателен протокол за извършването ѝ.

(3) Фактурирането на допълнителни разработки и консултантски услуги се извършва само след подписване на приемно-предавателен протокол за извършване на услугата

7. INVOICING

(1) The invoice must contain the following: Identification numbers of both parties, for the CONTRACTING AUTHORITY: 115552190, VAT numbers of both parties, for the CONTRACTING AUTHORITY: BG115552190, the applicable VAT rate and the amount of VAT. In case of reverse charge or zero VAT rate the applicable law shall be mentioned. The contractor must

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(2) Invoice for maintenance is issued quarterly on the last day of the last month of the quarter for which maintenance is performed. Invoicing is done after sending and signing of the acceptance protocol. Invoicing of additional development and consulting services are carried out only after signing of the acceptance protocol for the service

(3) The invoicing for the further development and advisory services is done only after signing of the acceptance protocol for the service

8. ГАРАНЦИОНЕН ПЕРИОД

(1). 24 месеца след приемно-предавателен протокол

8. WARRANTY PERIOD:

(1). 24 months after final acceptance protocol

9. IT ТЕХНИЧЕСКИ ИЗИСКВАНИЯ

(1). Съгласно Приложение 1 към настоящия договор - Технически изисквания в.2

9. IT TECHNICAL REQUIREMENTS

(1). According to Appendix 1 of this contract - Technical requirements v.2

10. СОФТУЕРНА ПОДДРЪЖКА:

(1). Нивото на обслужване за този проект е зададено първоначално като "Бронзово ниво" съгласно "Мострения договор за поддръжка" на Изпълнителя. Страните по договора се споразумяват, че нивото на обслужване може да се променя от Възложителя на различно ниво в рамките на валидността на договора чрез едномесечно предизвестие.

10. MAINTENANCE:

(1). The level of service for this project is set originally as the "Bronze level" according to the Contractor "Sample maintenance contract". It is agreed, that the level of service can be upgraded by the Contracting Authority to a different level within the duration of the contract through a months's advance notice.

11. РАЗНИ:

(1). Този договор е създаден на български и английски, като основен език на договора е български.
(2). Страните се споразумяват, че език на комуникация относно ползването на договора е английски - всички обучения ще се провеждат на английски език, както и всички учебителни документи, както и проектната документация, както и техническа документация ще бъдат предоставени на английски език.

11. MISCELLANEOUS:

(1). The contract languages are Bulgarian and English, whereas the Bulgarian has prevalence.
(2). The parties agree that English will be the language of communication, regarding the usage of this contract - all trainings will be held in English as well as all trainings documents, as well as technical documentation will be provided in English.

12. ОСНОВА НА ДОГОВОРА:

Основа на договора са приложените по-долу приложения. Общите условия на Изпълнителя не представляват неразделна част от настоящия договор. Освен, ако не е договорено друго в настоящия договор, се прилагат условията, заложи в приложенията.

Всички приложения по-долу с приоритет по начина на изброяване, представляват неразделна част от настоящия договор. В случай на несъответствие между приложенията, предимство ще има това, което е с по-висок приоритет.

12. CONTRACT'S BASE:

Base of the contract are the below enclosed appendices. The general terms and conditions of the CONTRACTOR are not an integral part of this contract. Unless otherwise specified in this contract, the terms and conditions set in the appendixes shall apply.

All given below appendixes, with importance according to the order they are listed, are integral parts of this contract. In case of discrepancies between the appendixes, the one with higher importance shall prevail.

ПРИЛОЖЕНИЯ:

Приложение 1: Технически изисквания в.2 към поръчка с предмет: Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на енергийни данни eCount

Приложение 2: Търговски условия в.3 към поръчка с предмет: Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на енергийни данни eCount

Приложение 3: Общи условия на закупуване на дружествата от групата EVN

Приложение 4: Клауза за социална отговорност на дружествата от групата EVN

Приложение 5: Договор за поддръжка с условия за поддръжка „Бронзово ниво“ за софтуерни продукти Robotron Energy Market Suite и Robotron Energy Market Suite plus v.3

APPENDICES:

Appendix 1: Technical requieremnts v.2 to order with subject: Purchase of new licenses, providing support, development of additional functionalities or modify existing ones and the related consulting services and trainings for the software to meter data management eCount

Appendix 2: Commercial terms v.3 to order with subject: Purchase of new licenses, providing support, development of additional functionalities or modify existing ones and the related consulting services and trainings for the software to meter

data management eCount
Appendix 3: General purchase conditions of the EVN Group
Appendix 4: Integrity clause of the EVN Group
Appendix 5: Maintenance contract with Maintenance Conditions Bronze level for Software Products of the Robotron Energy Market Suite and Robotron Energy Market Suite plus v3

За ВЪЗЛОЖИТЕЛЯ/ For the CONTRACTING AUTHORITY:

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За ИЗПЪЛНИТЕЛЯ/ For the CONTRACTOR:

robotron[®]
Robotron Patent- und Software GmbH

Информацията е заличена съгласно чл. 2 и чл. 4 от ЗЗЛД

General Purchase Conditions of the EVN Group

The following General Purchase Conditions shall apply unless otherwise stipulated in the order. Any terms and conditions of the contractor that have not been expressly acknowledged by the client will not be binding, even if the client has not expressly contradicted them.

1. Orders as well as modifications and amendments to the contract must be drafted in writing in order to be valid. Oral agreements will only be legally binding if they have been confirmed by the client in writing.
2. If the contractor has submitted an estimation of costs, its compliance shall be guaranteed unless the opposite is expressly stipulated in the estimation of costs.
3. The prices indicated in the order are fixed prices. Deliveries shall be free to the place of performance, packed, insured and unloaded. Any risks will only be transferred to the client once the delivery/services have been accepted as set out in the contract. The place of fulfilment is the delivery address indicated in the order.
4. Acceptance of a delivery/service will only be valid with the written confirmation of the client.
5. The contractor shall ensure that its personnel and the subcontractors engaged by it comply with the legal regulations pertaining to the protection of the life and health of employees and the environment. Workers may only enter those areas designated by the client. They must comply with the instructions issued by the client's construction or assembly supervisors. The contractor expressly undertakes to comply with its legal monitoring duties with regard to any foreign nationals employed by it or by its subcontractors as defined in the Law on the Employment of Foreign Nationals, Federal Law Gazette of the Republic of Austria 1. No. 718/1975 in its current, valid version. The contractor shall comply with these monitoring duties before work commences by presenting all the corresponding documents (residence permits, work permits etc.) to the client without being prompted and shall hold the client and its bodies and employees free and harmless from any damage and/or liability resulting from a violation of these duties.
6. The contractor has a comprehensive duty to coordinate and collaborate with all those working at the construction site as set out in section 8 of the Employee Protection Act. Irrespective of the provisions of the Employee Protection Act, the contractor is also obliged to support EVN in its role as client and any persons in charge (coordinators, project managers) when fulfilling their duties in accordance with the Construction Coordination Act as best it can. In particular, it guarantees that the general principles of risk prevention set out in section 7 of the Employee Protection Act will be implemented and the safety and health protection plan will be adhered to. If the Construction Coordination Act is not applicable to the project in question, then the provisions of the Employee Protection Act shall apply in any case. The contractor shall hold the client and its bodies and employees free and harmless from any damage resulting from a violation of these duties.
7. The contractor guarantees that the delivery/service as stipulated in the contract shall be rendered free of defects. Statutory warranty provisions shall apply unless otherwise stipulated in the order. The warranty also covers any defects that arise during the agreed warranty period. The contractor is obliged to prove contractually fulfilment of the contract free from defects. When a defect is repaired, dismantling and reassembling costs as well as any additional costs arising shall be borne by the contractor.
8. The contractor is liable for all damage caused by actions or omissions on the part of the contractor, its personnel, its subcontractors or the contractor's other assistants related to or arising from the delivery or service and for damage caused by the materials or components utilized by the contractor. The contractor is also liable for any materials, building elements or other objects handed over by the client or other companies for assembly or safekeeping. In all cases, the contractor must prove that it or its personnel, subcontractors or the contractor's other assistants are not to blame. This applies both in the case of slight negligence and gross negligence. Upon first request, the contractor undertakes to hold the client free and harmless from any claims asserted by an employee or third party against the client related to damage caused during implementation of the contract.
9. The contractor is obliged to take out third party liability insurance at its own expense that covers all the liability risks described in legal provisions and ensuing from the contract. This insurance must also cover the third party liability requirements of the companies and persons engaged by the contractor to implement the contract.
10. A single copy shall be issued of each invoice accompanied by the order number and sent to the invoice address indicated in the order. The invoice must comply with tax regulations; in particular, the VAT number must be indicated and the amount payable in value-added tax shown separately. Invoices that do not comply with these prerequisites cannot be used to justify delays in payment and may be rejected by us. Provided the deliveries/services have been accepted as stipulated in the contract, the period allowed for payment will be determined once the invoices and/or all the documents pertaining to the delivery/service have been received by the issuer indicated in the order. Unless otherwise stipulated, only an overall invoice is permissible in the case of partial deliveries/partial services once the contract has been fully implemented. Payments generally take place only once a week on the Wednesday following the day payment is due (payment transaction day). Payments made according to this payment run are regarded as having been made on time for any agreed discounts trade discounts etc. and will not incur any interest on arrears if the period allowed for payment is exceeded. If the client delays payment, then the interest on arrears pursuant to article 1000, paragraph 1, last clause, Austrian Civil Code shall apply. Except for intention, no further claims for damage following delays in payment may be asserted.
11. Communications concerning assignments of claims must be sent in writing, not by fax or e-mail otherwise they are invalid, to the client's central accounting department and will become valid at the end of the second working day following receipt. The contractor expressly accepts that this processing period is reasonable. If a claim is assigned, the client is entitled to charge and withhold a fee for processing and record-keeping amounting to 1% of the assigned claim.
12. Provided this is legally permissible, the contractor's retention rights as set out in the Austrian Civil Code and/or the Austrian Companies Act are expressly waived. The client is entitled to set off its own claims, as well as claims asserted by companies in the client's company group, against

claims asserted by the contractor.

13. The contractor undertakes to maintain the confidentiality of all the information and documents provided (samples, drawings, sketches, electronic data, calculations and the like) that it learns of during its business relationship, to properly protect these items, to use them exclusively to implement the contract and not to grant third parties access to them unless such documents and information were already in the public domain or freely available. The original version of documents provided by the client shall be returned to the client upon acceptance of the deliveries/services and no copies thereof shall be retained by the contractor. The contractor may only publish project-related data or name the client as one of its clients with the written consent of the client. If the foregoing duties are violated, the contractor shall pay the client a contractual penalty amounting to EUR 25,000 for each instance of violation irrespective of blame and without prejudice to any other claims asserted by the client.
14. The contractor shall ensure that the deliveries/services comply with state-of-the-art technology. The contractor is liable for any resulting damage, in particular following loss of the availability, confidentiality or integrity of the client's IT systems and/or data.
15. The contractor is liable for ensuring that its deliveries/services do not violate third party industrial property rights. The contractor shall hold the client free and harmless from any claims asserted in this respect.
16. The contractor grants its explicit consent as set out in the Data Protection Law for data related to this transaction to be passed on to third parties if required (e.g. planning companies, co-owners of installations, insurance companies), however not to competitors. The contractor shall ensure that both its own employees and service providers adhere to provisions relating to this subject matter in these general purchase conditions and to legal provisions, in particular the Data Protection Law and sections 48a et seq. Stock Exchange Act. Their attention shall be drawn to the fact that a violation of the duty of care and the duty of confidentiality may result in claims for compensation and lead to criminal prosecution.
17. Provided this is permitted under the provisions of sections 25a, 25b of the Insolvency Code, the client is entitled to immediately withdraw from the contract in case of insolvency, excessive indebtedness or a tangible deterioration in the contractor's financial situation or if an application to initiate insolvency proceedings in respect of the contractor's assets is rejected because of a lack of assets to cover the costs of the proceedings. If the client withdraws from the contract, it will only be liable to pay for the work or services already rendered by the contractor, provided they are usable by the client for the agreed purpose of the contract. Under no circumstances will it be liable to pay more than this proportionate sum.
18. The client is entitled to assign the contract with all its rights and duties to a company in the EVN Group and to make it binding upon said company. The contractor may not assign the contract or parts thereof to third parties and/or engage subcontractors without the prior, written consent of the client.
19. The exclusive place of jurisdiction for both contracting parties is the court with jurisdiction in Vienna Innere Stadt. However, the client is also entitled to take legal action against the contractor at the latter's general place of jurisdiction, Austrian substantive law shall apply to the exclusion of UNCITRAL trade law and the provisions on the choice of applicable law under private international law. The contract language is German.
20. If any single provision in these general purchase conditions is or becomes completely or partially invalid or unenforceable then this will not affect the validity of the remaining provisions. The parties agree to replace the invalid or unenforceable provision with a provision that comes closest to achieving what the parties originally intended when they drafted the invalid or unenforceable provision in accordance with the sense and purpose of the agreement.

(edition October 2010)

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)

