

Всички заличавания на информация в настоящия документ са съгласно чл.2 и чл.4 от ЗЗЛД

От/ from: CEPSA COMERCIAL PETROLEO S.A.U

Седалище и адрес на управление/ Headquarters: PASEO DE LA CASTELLANA
259 A, 28046 MADRID (SPAIN)

Тел/Phone No:

ЕИК/Булстат/ UIC No: ES-A-80298894

Адрес за кореспонденция/ Address for correspondence: PASEO DE LA CASTELLANA
259 A, 28046 MADRID (SPAIN)

представяван от/ represented by MR. CARLOS GINER MONLEÓN

в качеството на/ in his capacity of LUBRICANTS, BASE OILS & PARAFFIN
WAXES MANAGER DIRECTOR

ОФЕРТА/OFFER¹

за участие в обществена поръчка при условията на чл. 187 по реда на Глава двадесет и шеста от Закона за обществените поръчки (ЗОП)/ for participation in public procurement under the conditions specified in art. 187 under Chapter twenty-sixth of the Public Procurement Act (PPA)

УВАЖАЕМИ ГОСПОЖИ И ГОСПОДА, / DEAR SIR/MADAM,

<p>С настоящото Ви представяме нашата оферта за участие в обявената от Вас обществена поръчка № 307-TP-18-TN-Д с предмет: "Доставка на смазочно масло за маслена система на Турбогенератор №2 в ТЕЦ, ЕВН България Топлофикация ЕАД, турбина SST-300"</p> <p>Декларираме, че сме запознати с обявата и условията за участие в обявената от Вас обществена поръчка. Съгласни сме с поставените от Вас условия и ги приемаме без възражения.</p> <p>Декларираме, че сме запознати и приемаме условията в следните документи: Технически изисквания, Проект на договор, Общи условия на закупуване на дружествата от групата EVN, Клауза за социална отговорност на дружествата от групата на EVN.</p> <p>Запознати сме с проекта на договор, приемаме го и ако бъдем определени за изпълнител, ще</p>	<p>We would like to hereby submit an offer for participation in the public procurement contract No. 307-TP-18-TN-Д announced by you with a subject: Delivery of lubrication oil for the oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD, Turbine SST-300"</p> <p>We declare that we are familiar with the announcement and conditions for participation in the public procurement contract announced by you. We agree with the terms and conditions that you have set and accept them without reservation.</p> <p>We declare that we are familiar with and accept the terms and conditions in the following documents: Technical requirements, Draft contract, General Purchasing Terms of EVN Group Companies, Corporate Social Responsibility Clause of EVN Group Companies.</p> <p>We are familiar with and accept the draft contract and if selected as a contractor will proceed to sign a contract within the deadline laid down by law.</p>
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¹ Офертата се подава на български език/The offer shall be submitted in Bulgarian language



<p>сключим договор в законоустановения срок.</p> <p>Декларираме, че ще сключим писмен договор, който включва всички предложения от офертата ни.</p> <p>Декларираме, че при сключването на договор ще представим документи, издадени от компетентен орган за удостоверяване на липсата на обстоятелствата по чл. 54, ал. 1, т. 1 – 3 и декларации за липсата на обстоятелствата по чл. 54, ал. 1, т. 4, 5 и 7 от ЗОП.</p> <p>Ние сме съгласни да се придържаме към това предложение за срок от 90 дни от датата, която е посочена в обявата за дата на получаване на офертата.</p>	<p>We declare that we will conclude a contract in written, including all proposals from our offer.</p> <p>We declare that at the time of conclusion of the contract we will submit the documents issued by a competent authority to verify the absence of the circumstances under art. 54, para 1, item 1 - 3 and the declarations for the absence of the circumstances under art. 54, para 1, item 4, 5 and 7 of the PPA.</p> <p>We state our consent to extend the validity of this proposal for 90 days as from the stipulated date for submission of the offer.</p>
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При изпълнението на поръчката ще използваме/няма да използваме услугите на следните подизпълнители (невярното се зачертава): / The following subcontractors will/will not be engaged in service delivery (delete as appropriate):

Наименование на подизпълнителя / Name of the subcontractor	Обхват на дейностите, които ще извършва / Scope of the activities to be implemented	Размер на участието на подизпълнителя в % / Percentage of the volume of work to be delegated to the subcontractor
/	/	/
/	/	/

Забележка: В случай, че се използват подизпълнители се представя: /
Note: The following shall be submitted if subcontractors are engaged:

- Заверено от участника копие от документа за регистрация или единния идентификационен код (ЕИК), съгласно чл. 23 от Закона за търговския регистър, когато участникът е юридическо лице или едноличен търговец; копие от документа за самоличност, когато участникът е физическо лице; / A copy certified by the applicant of a certificate of registration or an identification number (UIC) pursuant to art. 23 of the Commercial Register Act (CRA) where the applicant is a legal person or a sole trader; a copy of ID document where the applicant is a natural person;
- Доказателство за поетите от подизпълнителите задължения. / An evidence of the subcontractors' commitments.

При изпълнението на поръчката ще използваме/няма да използваме капацитета на трети лица (невярното се зачертава): / The capacity of third parties will/will not be engaged in performance of the contract (delete as appropriate):

Наименование на трето лице / Name of a third party	Вид/наименование на ресурса / Type/name of the resource	Местонахождение/ Описание на дейностите, които ще се изпълняват с ресурса / Place/ Description of the activities, which will be performed with the resource
/	/	/
/	/	/



Забележка: В случай, че участника се позовава на капацитета на трети лица, той трябва да докаже, че ще разполага с тези ресурси, като представя: / *Note:* If the applicant refers to the capacity of the third parties, he shall prove these resources will be available by submission of:

- Документи за поетите от третите лица задължения / Documents of the third parties' commitments

Като неразделна част от настоящата оферта, прилагаме: / Annexed hereto as an integral part of this proposal please find:

1. Техническо предложение (по образец); / Technical proposal (according to the form);
2. Ценово предложение (по образец); / Price proposal (according to the form);
3. Декларация по чл.54, ал.1, т.1, 2 и 7 от ЗОП (по образец); / Declaration pursuant to art. 54, para 1, item 1, 2 and 7 of the PPA;
4. Декларация по чл.54, ал.1, т.3 - 5 от ЗОП (по образец); / Declaration pursuant to art. 54, para 1, item 3 - 5 of the PPA;

Дата/Date... 04/07/2018

ДЕКЛАРАТОР/DECLARANT: Carlos Gilmer
(подпис и печат/signature and stamp)


Cepsa Comercial Petroleo, S.A.U.
Pº de la Castellana, 259 A
28046 Madrid
A-80298896

ТЕХНИЧЕСКО ПРЕДЛОЖЕНИЕ

От:
(наименование на участника)

С представянето на нашата оферта заявяваме желанието си да участваме в обявената от възложителя обществена поръчка за възлагане чрез събиране на оферти с обява № 307-TP-18-TN-Д-3 с предмет: „Доставка на смазочно масло за маслена система на Турбогенератор №2 в ТЕЦ, EVN България Топлофикация ЕАД, турбина SST-300“, при следните условия:

Мястото за изпълнение на поръчката: склад на „EVN България Топлофикация“ ЕАД на адрес гр.Пловдив, ул.Васил Левски №236.

Срок за извършване на доставка на 14 976 литра смазочно масло: _____ календарни дни (не повече от 45 календарни дни), след сключване на договор.

Срок за извършване на доставка в случай на активиране на опцията за доставка на 1 040 литра смазочно масло: _____ календарни дни (не повече от 45 календарни дни), след заявка.

Гаранционен срок на съхранение, при който се запазват без промяна параметрите на маслото в ненарушена фабрична опаковка, е: _____ месеца (не по-малък от 5 (пет) години от датата на производство и не по-малък от 4 (четири) години от дата на доставка), считано от датата на приемопредавателния протокол.

Декларираме, че предлаганото от нас смазочно масло отговаря изцяло на всички заложили конкретни характеристики и параметри, подробно описани в документ Технически изисквания, включително Приложение № 1 - Техническа спецификация за доставка за смазочно масло за парна турбина с мощност 30 MWel, към настоящата поръчка.

Прилагаме таблица с Типични физикохимични свойства на предложеното масло и/или техническа спецификация на предлаганото от нас смазочно масло, от които да е видно съответствието с изискванията на Възложителя, съгл. Технически изисквания, включително Техническа спецификация за доставка за смазочно масло за парна турбина с мощност 30 MWel.

TECHNICAL PROPOSAL

By: CEPSA COMMERCIAL PETROLEO S. P. U.
(name of the tenderer)

By submitting our tender, we hereby declare our wish to participate in a public procurement for awarding a contract by collection of offers with a call № 307-TP-18-TN-Д-3

with subject: "Delivery of lubrication oil for the oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD, SST-300", under the following conditions:

The place of performance of the contract: warehouse of "EVN Bulgaria Toplofikatsia" EAD with address in Plovdiv, 236 Vasil Levski Str.

Period for delivery of 14 975 liters lubrication oil: 45 calendar days (but not more than 45 calendar days) after signing of a contract.

Period for delivery in case of activation of the option for delivery of 1 040 liters lubrication oil: 45 calendar days (but not more than 45 calendar days) after purchase order.

The warranty storage period in which the parameters of the oil shall remain unchanged in intact factory packaging is: 60 months (not less than 5 (five) years from the date of manufacture and not less than 4 (four) years from the date of delivery) from the date of the acceptance and delivery protocol.

We hereby declare that the lubrication oil offered by us fully comply with all specific characteristics and parameters required and described in details in the document Technical requirements, including Appendix № 1 - Technical specification for the delivery of lubrication oil for steam turbine with power 30 MWel, to this contract.

We attach table of Typical Physicochemical Properties of the oil offered by us and/ or technical specification of the oil offered by us, which show the compliance with the requirements of the ASSIGNOR, according to Technical requirements, including Technical specification for the delivery of lubrication oil for steam turbine with power 30 MWel.



EVN

Декларираме, че предлаганото от нас смазочно масло е включено в одобрения списък към спецификация TLV901304 на Siemens AG, че може да се използва за парни турбини.

Ние сме съгласни да се придържаме към направеното техническо предложение за срок от 90 дни от датата, която е посочена в обявата за дата на получаване на офертата.

Дата

УЧАСТНИК:

(подпис и печат)

We hereby declare that the lubrication oil offered by us have a written approval by Siemens AG that it complies to TLV901304 and may be used for steam turbines.

We agree to adhere to this technical proposal for a period of 90 days from the date specified in the call as a date for submission of the tender.

Date 04/07/2018

TENDERER: CEPSA COMERCIAL PETROLEO S.A.U.

(signature and stamp)

Cepsa Comercial Petróleo, S.A.U.
Pº de la Castellana, 259 A
28046 Madrid
A-80298896

ЦЕНОВО ПРЕДЛОЖЕНИЕ / FINANCIAL PROPOSAL

От/ From: CEPSA COMERCIAL PETROLEO S.A.U. (наименование на участника / name of the participant in a procedure)

По обществена поръчка за възлагане чрез събиране на оферти с обява / Public tender for awarding of a contract via collection of offers through public notice

№ 307-TP-18-TN-Д с предмет: "Доставка на смазочно масло за маслена система на Турбогенератор №2 в ТЕЦ, ЕВН България Топлофикация ЕАД, турбина SST-300"

№ 307-TP-18-TN-Д with subject: "Delivery of lubrication oil for the oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD, Turbine SST-300"

№	Наименование/ Name	Мярка/ Measure	Количество/ Quantity	единична цена, лв./евро, без ДДС / unit price in BGN/euro, excl. VAT	Обща стойност, лв./евро, без ДДС/ Value in BGN/EUR, excluding VAT
1	Доставка на смазочно турбинно масло, съгласно т. 1.3.1. от Технически изисквания / Delivery of lubrication turbine oil under item 1.3.1. of Technical requirements	литър/ liter	14 976.00	1,55 EUR/L	23.212,80 EUR
2	ОПЦИЯ/OPTION Доставка на смазочно турбинно масло, съгласно т. 1.3.2. от Технически изисквания/ Delivery of lubrication turbine oil under item 1.3.2. of the Technical requirements	литър/ liter	1 040.00	2,60 EUR/L	2.704,00
Обща стойност, в лева, без включен ДДС / Total price, in BGN, VAT excluded:					25.916,80 Eur

Дата/ Date: 04/07/2018

УЧАСТНИК/ TENDERER: CEPSA COMERCIAL PETROLEO S. A. U.
(подпис и печат) / (signature and stamp)

Cepsa Co
P^o de



² При разминаване между единичните цени, предложени от участника и общата стойност, се взема предвид единичната цена. / In case of a discrepancy between the unit prices offered by the participant and the total value, the unit price shall be taken into account.

Технически изисквания към обществена поръчка № 307-TP-18-TN-Д-3 с предмет: „Доставка на смазочно масло за маслена система на Турбогенератор №2 в ТЕЦ, ЕВН България Топлофикация ЕАД, турбина SST-300”

Technical requirements for public procurement № 307-TP-18-TN-Д-3 with subject : "Delivery of lubrication oil for the oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD, Turbine SST-300"

1. Технически изисквания към подмяна на смазочно масло в маслена система на Турбогенератор №2 :

1.1. Технически параметри на смазочно турбинно масло, необходимо за подмяната в маслената система на турбогенератор №2.
Маслото да е одобрен тип турбинно масло, предназначено за използване в парни турбини, съгласно производителя на парната турбина SIEMENS S.R.O.Z. INDUSTRIAL TURBO, TLV 9013 04, да е от вискозитетен клас ISO VG 46 съгласно ISO 3448, и с Кинематичен вискозитет при 40° C, типична стойност 46 (mm² /sec)
Маслото да е на парафинова основа, минерално масло, състоящо се от смес наситени въглеводороди с добавки за подобряване на свойствата, например - термична стабилност. Сместа от базово масло и добавки не трябва да има негативни ефекти върху материалите или да увеличава риска от голямо отлагане в смазочната система.
Маслото трябва да е предназначено да издържа на високи температури без прекомерно влошаване на свойствата. Максималната температура на смазочното масло, когато е в контакт с компоненти на системата (лагери, редуктори и др.) е 120°С, а максималната температура на маслото в резервоара е 80°С.
Смазочното масло на турбината не трябва да съдържа добавки с органометални съединения или съдържание на цинк >5 mg/kg.(< 5 mg/kg)
С изискванията, описани в Приложение 1.

1.2. Доставеното масло трябва да бъде от включено в одобрения списък към спецификация TLV901304 на Siemens AG, че може да се използва за парни турбини.

1.3. Параметри на доставката на смазочно турбинно масло - обем на доставката 16 016 литра в съдове с обем 208 (двеста и осем) литра, разпределени както следва :

1. Technical requirements to replacement of lubrication oil in the oil system of Turbine generator No. 2:

1.1. Technical parameters of the lubrication turbine oil needed for replacement in the oil system of Turbine generator No. 2.
The oil shall be a type-approved turbine oil for a Steam Turbine according to the list approved by Siemens for oils according to TLV 9013 04 standard and shall comply to ISO 3448, Viscosity Class ISO VG 46, with a kinematic viscosity at 40 °C, (mm² / sec).The oil shall be paraffin based, a mineral oil consisting of a mixture of saturated hydrocarbons with additives to improve the properties, for example thermal stability. The mixture of base oil and additives shall not negatively effect the materials nor shall increase the risk of high deposition in the lubrication system.
The oil shall be capable of resisting exposure to high temperatures without excessive deterioration of its properties. The maximum temperature of the lubrication oil when in contact with system components (bearings, gearboxes, etc.) is 120 °C and the maximum oil temperature in the tank is 80 °C. The turbine lubrication oil shall not contain organometallic additives or a zinc content <5 mg/kg in accordance with the requirements described in Appendix 1.

1.2.The supplied oil shall have a written approval by Siemens AG that it complies to TLV901304 and may be used for steam turbines.

1.3. Delivery parameters for lubrication turbine oil - delivery volume of 16,016 liters, in containers of 208 (two hundred and eight) liters, distributed as follows:



1.3.1. Доставка на 14 976 литра в съдове с обем 208 (двеста и осем) литра - Варели изработени от стоманена ламарина, като кожухът е заварен и укрепен със стоманени обръчи. Дъното и капакът са свързани с периферната стена чрез многократно осигурително окачване като прилепването е осигурено от специален уплътнителен материал. Варелите с тапа за източване и отдушник, на горната страна, да са подходящи за транспортиране и съхранение на всякакви индустриални масла, с конструкция позволяваща разполагането до три броя един върху друг при натоварване до 700 кг. Разходите по транспортирането на продуктите, до площадката на Възложителя, разходите по придобиването на транспортните опаковки (след доставката, остават собственост на Възложителя), както и разходите по заплащане на такси, мита и сертификати за продукта, съгласно Приложение 1, са за сметка на Изпълнителя на дейностите, предмет на поръчката.

Забележка:

Може да се предложи доставка на турбинно масло в съдове с обем различен от 208 (двеста и осем) литра, но те трябва да са в диапазон от 195 литра до 210 литра. В този случай един от съдовете няма да бъде запълнен до максималния обем. Съдове с друг обем различен от указания, не се допускат за участие в поръчката.

1.3.2 Изпълнителят на дейностите, предмет на поръчката, трябва да достави, след допълнително възлагане от Възложителя (Допълнителна опция, за доставка валидна от период на 12 месеца след извършване на доставката по поз. 1.3.1), 1 040 литра (5 бр. варели), смазочно турбинно масло съгласно Приложение 1.

Разходите по транспортирането на продуктите, до площадката на Възложителя, разходите по придобиването на транспортните опаковки (след доставката, остават собственост на Възложителя), както и разходите по заплащане на такси, мита и сертификати за продукта, съгласно Приложение 1, са за сметка на Изпълнителя на дейностите, предмет на поръчката.

Забележка:

Може да се предложи доставка на турбинно масло в съдове с обем различен от 208 (двеста и осем) литра, но те трябва да са в диапазон от 195 литра до 210 литра. В този случай един от съдовете няма да бъде запълнен до максималния обем. Съдове с друг обем различен от указания, не се допускат за участие в поръчката.

2. Изисквания към доставката на смазочно турбинно масло, необходимо за подмяната:

2.1. Маслото трябва да отговаря на всички показатели от Приложение 1, като доставката бъде придружена с фактура, анализно свидетелство от сертифицирана лаборатория за изпитване на нефтопродукти, анализ на проби при товарене, сертификат за произход, издаден от производителя,

1.3.1. Delivery of 14,976 liters in containers of 208 (two hundred and eight) liters - steel-sheet drums, with welded casing and strengthened with steel ferrules. The bottom and the cover are connected to the peripheral wall by multiple securing suspensions, the adhesion is provided by a special sealing material. The drums with drain plug and gas outlet on the upper side shall be suitable for transportation and storage of any kinds of industrial oils, with a structure allowing the positioning of up to three pieces on top of each other at a load of up to 700 kg.

The costs of transporting the products to the site of the Contracting entity, the cost of transport packaging (after delivery it remains property of the Contracting entity), as well as the costs on payment of fees, duties and certificates for the product, according to Annex 1, shall be at the expense of the Contractor of the activities subject to the procedure.

Note: Turbine oil can be delivered in containers with a capacity other than 208 (two hundred and eight) liters, but they should be in the range of 195 liters to 210 liters. In this case, one of the containers will not be filled to the maximum volume.

Containers of a different capacity than instructions are not allowed to participate in the procedure.

1.3.2 The Contractor of the activities subject to the procedure shall deliver, after additional award by the Contracting entity (Additional option for delivery valid from a period of 12 months after the delivery under item 1.3.1), of 1,040 liters (5 drums) lubrication oil in accordance with Appendix 1.

The costs of transporting the products to the site of the Contracting entity, the cost of transport packaging (after delivery it remains property of the Contracting entity), as well as the costs on payment of fees, duties and certificates for the product, according to Annex 1, shall be at the expense of the Contractor of the activities subject to the procedure.

Note: Turbine oil can be delivered in containers with a capacity other than 208 (two hundred and eight) liters, but they should be in the range of 195 liters to 210 liters. In this case, one of the containers will not be filled to the maximum volume.

Containers of a different capacity than instructions are not allowed to participate in the procedure.

2. Requirements to the delivery of lubrication turbine oil needed for replacement:

2.1. The oil shall meet all requirements of Appendix 1 and the delivery shall be accompanied by invoice, an analytical certificate issued by a certified laboratory for testing of petroleum products, analysis of samples during loading, Certificate of origin issued by the manufacturer proving the origin of the oil offered, quality certificate, Safety data sheet of the delivered oil,



доказващ произхода на предлаганото масло, сертификат за качество, лист за безопасност за доставеното масло, товарителница, опаковъчен лист на за всяка опаковка от доставеното масло, опростен придружителен документ.

2.2. Доставеното количество масло трябва да бъде от една производствена партида.

2.3. Адрес за извършване на доставката на смазочно масло:
гр. Пловдив, бул. Васил Левски, № 236, склад ЕВН България Топлофикация ЕАД.

2.4. Срок за извършване на доставката на 14 976 литра смазочно масло в маслена система на Турбогенератор №2 в ТЕЦ, ЕВН България Топлофикация ЕАД до 45 календарни дни, след подписване на договор.

2.5. Срок за извършване на доставка в случай на активиране на опцията за доставка на 1 040 литра смазочно масло за маслена система на Турбогенератор №2 в ТЕЦ, ЕВН България Топлофикация ЕАД, турбина SST-300 до 45 календарни дни след заявка.

shipping list/delivery note, a bill of lading, a packing list for each packaging of the oil delivered, excise accompanying document /simplified accompanying document, or respective legally bounded document.

2.2. The delivered oil shall be from one production batch.

2.3. Delivery address of the lubrication oil for oil system of Turbine generator No. 2 in TPP:
Plovdiv, 236 Vasil Levski blvd., Warehouse, EVN Bulgaria Toplofikatsia EAD

2.4. Period for delivery of 14 975 liters lubrication oil for oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD - up to 45 calendar days, after signing of a contract.

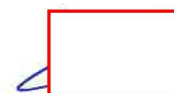
2.5. Period for delivery in case of activation of the option for delivery of 1 040 liters lubrication oil for oil system of Turbine generator No. 2 in TPP, EVN Bulgaria Toplofikatsia EAD, Turbine SST-300 - up to 45 calendar days, after purchase order.



Приложение №1 / Appendix № 1

Техническа спецификация за доставка за смазочно масло за парна турбина с мощност 30 MWel/ Technical specification for the delivery of lubrication oil for steam turbine with power 30 MWel

No.	PARAMETERS	METHOD	SPECIFICATION
1	Kinematic viscosity at 40 °C, mm ² /s	EN ISO 3104	41.4-50.6
2	Viscosity index	ISO 2909	min 90
3	Flash point in an open crucible, °C, (°F)	EN ISO 2592	min 200
4	Pour point, °C	ISO 3016	max – 6
5	Total acid number, mg KOH/g	ISO 6618	max 0.2
6	Water content (mg/kg)	ASTM D 1744	max 200
7	ISO Cleanliness code (Mechanical particles)	ISO 4406	20/17/14 (Code 8)
8	Water separability (Emulsification time - min)	ISO 6614	max 5
9	Anti-corrosion properties in the presence of distilled water	EN ISO 7120	resistant
10	Air-release properties At 50°C, min	ISO 9120	max 4.0
11	Density at 20°C (g/ml)	EN ISO 3675	max 0.895
12	Foaming: foaming tendency, ml - at 24+0.5 °C - at 93.5+0.5 °C - at 24+0.5 °C after testing at 93.5+0.5 °C and cooling.	BDS ISO 6247	max 450 100 550
13	Oxidation stability: - acid number after oxidation, mgKOH/g - sediment after oxidation, % (m/m)	ISO 7624	max 0.1 max 0.01
14	Copper strip corrosion, 3h at 100°C, corrosion class	DIN EN ISO 2160	max 2
15	Oxidation stability -TOST (h)	ISO 4263	min 5000
16	MPC - membrane patch colorimetry test	ASTM D 7843	0-15
17	Oxidation stability - RPVOT (min)	ASTM D 2272	min 1000



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. 218/1975 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 contractual 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)

