

RULES FOR THE ELECTRONIC TENDERS OF CONTOUR GLOBAL MARITSA EAST 3 AD

Art.1 - Purpose

1.1 These rules of ContourGlobal Maritsa East 3 AD regulate the conduction of electronic tenders for assignment of services and/or procurement of goods, using a specialized electronic system based in Internet (the System).

Art. 2 - Scope of application

2.1 These Rules are applicable to all electronic tenders that ContourGlobal Maritsa East 3 AD conducts for the procurement of goods and services and the sale of goods, through the Systems.

Art.3 - Technical Requirements

3.1 The Participant must be equipped, at the start of the process and at its own expense, with a PC provided with a browser Internet Explorer version 7 or higher and an Internet connection.

The System does not work with Internet browser Mozilla!

3.2 ContourGlobal Maritsa East 3 AD and the Participant agree that charges related to hardware and software necessary to implement the operations required by the present document, in addition to charges related to possible upgrade of technological platform, will be at the expenses of the party which has made them.

Art.4 - Communication between the Parties

4.1 For the purposes of communication, ContourGlobal Maritsa East 3 AD and the Participant shall be domiciled as stated in the Acceptance Form attached to this document. All communications related to each individual electronic tender shall be validated through messages published in the System and through messages sent to the Representative of Participant at the email provided by the Participant in its Acceptance Form. Therefore it is Participant's obligation to communicate timely to ContourGlobal Maritsa East 3 AD each variation of data of the person, representing the Participant and/or of e-mail address if being different from the stated in Acceptance Form.

4.2 With the exception of Tax Code (at its change a submission of new Application for participation is required), the Participant should timely notify ContourGlobal Maritsa East 3 AD, of any change that has occurred concerning the recorded information, as well as any change in the organizational structure of the company due to special transactions (e.g. transfers of ownership, mergers, transfers of corporate branches, etc.). In such cases, ContourGlobal Maritsa East 3 AD will perform checks as appropriate in order to confirm the validity of the previous Application sent by the Participant or it should be excluded from participation.

Art. 5 - Authorization process - Access Codes

5.1 The Participant who signed present Rules will receive from ContourGlobal Maritsa East 3 AD its User ID and Password (in the following "Access Codes") that enable the access to the System.

At first entry in the System, Participant will be able to change the Password given by ContourGlobal Maritsa East 3 AD with a new secret Password, using the "Change Password" function available in the System.

To enter the System it is necessary to connect the Internet System address and fill in the User ID and Password in the login window. The Internet System address is: <https://webservices.contourglobal.eu/e-tender/>

5.2 Participant is the sole Party responsible for keeping its Access Codes secret and private and, as a result, it is solely liable for any use of Access Codes, whether or not the Participant authorized such use. In addition, the Participant assumes sole responsibility for any actions it performs within the System and must indemnify and hold harmless ContourGlobal Maritsa East 3 AD from any claim, demand related to or arising from the use or abuse of its participation in on-line transactions.

5.3 The authorized Participant acknowledges that a third-party's knowledge of its Access Codes will allow the latter to access the System and enter into legally binding relations that will be directly attributable to the Participant.

5.4 With regard to the above, the Participant must immediately notify ContourGlobal Maritsa East 3 AD by email, subsequently confirmed by fax, of any discovery of unauthorized use of its Access Codes by a third party or of any other security violation of which it is aware. In any event, the Participant hereinafter must indemnify and hold harmless ContourGlobal Maritsa East 3 AD from any claims, including claims for damages, directly or indirectly caused and/or arising from unauthorized use or abuse of Access Codes by any third party.

Art. 6 - Rules governing the electronic tenders

6.1 ContourGlobal Maritsa East 3 AD publishes an online procedure on the basis of which invited Participants may submit the required documents and bids via the electronic System.

6.2 Each tender starts at the time stated in the invitation. The valid official time corresponds to that of the System. Best bid will be determined on the basis of criteria stated in tender documents.

6.3 ContourGlobal Maritsa East 3 AD assumes that persons who access the System to create and submit a bid possess an appropriate power-of-attorney granted by the Participant.

6.4 The System does not inform Participants, invited to an electronic tender, the names and the number of other competitors in the same tender.

6.5 Prior to conduct an electronic tender, the committee accomplishes a preliminary evaluation of Participants' offers under "best price" criterion.

6.6 After the preliminary evaluation of offers, ContourGlobal Maritsa East 3 AD sends electronically, by using an electronic signature, an invitation for participation in electronic tender simultaneously to all Participants whose offers comply with stated requirements.

6.7 The invitation mentioned in art. 6.6 comprises of:

1. a proposal to Participants to present new prices;
2. the procedure to connect to the used electronic equipment;
3. date and time for beginning of electronic tender;
4. the method of electronic tender closing.

6.8 The electronic tender may not start earlier than 2 /two/ working days from the date of invitations dispatch.

6.9 The electronic tender may be governed in consecutive stages: first mandatory stage is "Sealed RFQ" and each subsequent /optional/ stage is "Open RFQ – with timeout" or "Reverse Auction".

6.10 At first stage “Sealed RFQ” Participants submit into the electronic System a price offer under pattern, within defined by the Assignor term. At this stage the System does not allow Participants, invited to the electronic tender, seeing the names and the offers of other competitors. The offers ranking is performed by the System.

6.11 Within an hour from closing of stage “Sealed RFQ” Participants shall receive a notification via email whether a next stage “Reverse Auction” will be conducted as well the date and hour of its start. Participants should confirm in writing their participation in the next stage.

6.12 At stage “Reverse Auction” the Assignor determines into the System a minimum and maximum step for price reduction and period for bidding /timeout/. Initial price is the best price, given at the previous stage, minus the minimum step.

At stage “Reverse Auction” Participants submit new lower prices, as the System does not allow them seeing the names of other competitors, invited to the electronic tender. At any time the System informs each Participant of the best proposed price and if given by him.

6.13 On committee’s discretion several consecutive stages of “Reverse Auction” may be conducted. After closing of the first “Reverse Auction”, within an hour, Participants shall receive a notification via email whether a next stage “Reverse Auction” will be conducted as well the date and hour of its start. Participants should confirm in writing their participation in the next stage.

6.14 Electronic System informs the Participants for:

- start and end of bidding
- stage status
- stage closing
- offers ranking after closing of stage/tender

6.15 Tender governing shall be organized in a way giving each participant an opportunity to check, at any time, his place in ranking.

6.16 Provided information may not disclose the Participants at any stage of the electronic tender.

6.17 Closing of one of the stages or the tender itself will be simultaneously communicated to all competing Participants via a message published in the System.

6.18 In case ContourGlobal Maritsa East 3 AD receives a bid during the tender that being anomalous/invalid (an offer not meeting the requirements or offer which numerical value is more than 20% favorable against the average price of the rest Participants), the Assignor may request confirmation as to all the constituent elements of the bid in question and/or price justification as per art. 70, para 1 of the Public Procurement Act, after closing of the tender or one of its stages. ContourGlobal Maritsa East 3 AD rejects such bids or cancels the tender or the stage in question, if it was seriously compromised by submission of the anomalous bid, and Participants have no right to claim a compensation or indemnification of any kind against it as a result.

6.19 After closing of the electronic tender committee draws up a protocol for tender conduction.

Art. 7 - Malfunctions of the Internet connection

7.1 The tenders may be postponed only in the event of difficulties in connection to the System due to malfunction of ContourGlobal Maritsa East 3 AD server and infrastructure.

7.2 ContourGlobal Maritsa East 3 AD does not assume any responsibility, in any circumstances, for failure to participate in the tender or for the impossibility of Participant to place a bid for reasons other than those related to server and infrastructure of ContourGlobal Maritsa East 3 AD.

Art. 8 - Joint-Ventures of Enterprises / Consortia

8.1 In case several Participants invited to submit an offer in the same tender, propose to form a Temporary Joint-Venture of Enterprises (TJVE), the Mandate-holder of the TJVE and the constituent enterprises must provide ContourGlobal Maritsa East 3 AD, in the manner indicated in tender documentation or invitation for participation in a tender, with a declaration signed by their Legal Representatives authorizing the Mandate-holder for the specific tender, to:

- formulate offers
- sign documents
- negotiate the contract

8.2 In the event of a TJVE, only the Mandate-holder will participate in the electronic tender using its own Access Codes to enter the System.

8.3 A Consortium invited to participate in the tender can do it either directly with its own Access Code or indirectly with the Access Code of that associated enterprise, identified in advance by the Consortium as the one authorized to submit offers.

Art. 9 - Content and effectiveness of recordings

9.1 The technological solutions, used at System establishment do not allow changes of any kind to be made to System recorded data, to computerized variants of contracts and computerized transactions.

9.2 The system allows ContourGlobal Maritsa East 3 AD controlling its main performance parameters and provides notice of any anomalies in the process.

9.3 The data recorded in log file generated by the System constitute complete and exclusive proof of the content and the timing of exchanged electronic documents/messages, such as, but not limited to: bids submitted by the Participant, messages published in the System, etc.

Art. 10 - Liability for damages

10.1 ContourGlobal Maritsa East 3 AD assumes no responsibility for malfunctions or problems in connection to the server arising from reasons independent of its server.

10.2 ContourGlobal Maritsa East 3 AD assumes no liability for any harmful consequences or direct / indirect damages that could occur to Participant or to third parties due to improper or harmful, as well as abusive use of Access Codes.

10.3 The Participant is liable for damages caused to ContourGlobal Maritsa East 3 AD arising from any action, breach or omission due to the actions of third parties, used by the Participant to provide services for execution of these Rules.

Art. 11 - Handling of personal data

11.1 The Parties undertake to handle exchanged personal data in observance of the law and give their consent for such data to be handled and communicated to third parties only within the limits and for the purposes provided in these Rules.

Art. 12 - Competent Court

12.1 All disputes arising from application of these Rules or any way related with them which the Parties fail to solve amicably within 45 days from their appearance, shall be settled by court.

Art. 13 - Conclusion of Agreement

13.1 Participation in electronic tenders will be treated as acceptance of these Rules and of any subsequent modifications or additions hereto.

13.2 ContourGlobal Maritsa East 3 AD reserves the right to modify these Rules at its sole discretion. In such event, the new version of the Rules will be sent to email address provided by the Participant.

13.3 Participant should send his own acceptance of new version of the Rules to ContourGlobal Maritsa East 3 AD, in a manner that will be indicated in the message associated to new version of the Rules. In case the Participant does not send such confirmation, but participates in an electronic tender after the changes came in force, shall be deemed as acceptance.

Art. 14 - Applicable Law

14.1 For all unsettled issues in these Rules, the Public Procurement Act provisions shall be applied together with relevant civil law in force.