

**“КонтурГлобал Марица Изток 3” АД**

**ДОГОВОР  
ЗА ВЪЗЛАГАНЕ НА ОБЩЕСТВЕНА ПОРЪЧКА ЗА  
ДОСТАВКИ И УСЛУГИ**

Днес 28.07.2015 год., в с. Медникарово между:

1. КонтурГлобал Марица Изток 3 АД, със седалище и адрес на управление: гр. София бул. “Ситняково” № 48, ет. 9, регистрирано в Агенция по вписванията, с ЕИК 130020522, Данъчен номер BG130020522, представлявано от Гари Левсли в качеството му на Изпълнителен Директор, наричан по-нататък в договора Възложител, и

2. Dr. Födisch Umweltmesstechnik AG със седалище и адрес на управление: Zwenkauer Strasse 159, D04420 Markranstädt, Germany, тел.: +493420575560, регистрирано в Търговския регистър под фирмено дело № HRB 17227 / 235/100/02237, Данъчен номер: DE141623586, представлявано от Mr. Helmut Kaczmarek в качеството му на Мениджър „Продажби“, наричан за краткост Изпълнител, се сключи настоящия договор за следното:

**1.Предмет на договора**

1.1. По силата на настоящия договор Възложителят възлага, а Изпълнителят приема да извърши срещу заплащане следното:

1.1.1. **Доставка на резервни части** в пълно съответствие с техническа спецификация № 90HTA00-PB401 и т. 7 на Количествена сметка № 90HTA00-PC401 – Приложение 2, съгласно оферта № 15/Wa/Ke/6841 – revision 2 от дата 13.07.2015 г. и Протокол от договаряне проведено на 13.07.2015 г. - Приложение 3.

1.1.2. **Сервизно поддържане на газ анализаторни станции MCA04, Ultramat/Oxymat 6, Ultramat 6, прахомер PFM 97 и система DURAG** в пълно съответствие с техническа спецификация № 90HTA00-PB401 и т. 1 ÷ 6 на Количествена сметка № 90HTA00-PC401 – Приложение 2, съгласно оферта № 15/Wa/Ke/6841 – revision 2 от дата 13.07.2015 г. и Протокол от договаряне проведено на 13.07.2015 г. - Приложение 3.

**“ContourGlobal Maritsa East 3” AD**

**CONTRACT  
FOR PUBLIC PROCUREMENT OF GOODS AND  
SERVICES**

Made in the village of Mednikarovo, this 28.07.2015, between:

1. ContourGlobal Maritsa East 3 AD, having its seat and registered office address in Sofia city, 48 Sitnykovo Blvd, 9<sup>th</sup> floor, registered in the Registry Agency under UIC 130020522, Tax number BG 130020522, represented by Garry Levesley in his capacity of Executive Director, hereinafter referred to as Contracting Authority, and

2. Dr. Födisch Umweltmesstechnik AG, having its seat and registered office address in Zwenkauer Strasse 159, D-04420 Markranstädt, Germany, tel.: +493420575560, registered in the Commercial Register under company file No HRB 17227 / 235/100/02237, Tax number DE141623586, represented by Mr. Helmut Kaczmarek in his capacity of a Sales Manager, hereinafter referred to as Contractor, this contract was signed for the following:

**1.Subject of the contract**

1.1. Under the provisions of the present agreement Contracting Authority assigns and Contractor accepts to complete the following:

1.1.1. **Supply of spare parts** in full compliance with technical specification No 90HTA00-PB401 and item 7 from Bill of Quantity No 90HTA00-PC401 - Appendix 2, as per quotation No 15/Wa/Ke/6841 – revision 2 dated 13.07.2015 and Negotiation protocol dated 13.07.2015 - Appendix 3.

1.1.2. **Service maintenance for gas analyzing stations MCA04, Ultramat/Oxymat 6, Ultramat 6, dust concentration measuring device PFM97 and system DURAG** in full compliance with technical specification No 90HTA00-PB401 and items 1 ÷ 6 from Bill of Quantity No 90HTA00-PC401 - Appendix 2, as per quotation No 15/Wa/Ke/6841 – revision 2 dated 13.07.2015 and Negotiation protocol dated 13.07.2015 - Appendix 3.

**1.1.3. Своевременно осигуряване на функционалните блокове, апаратура, резервни части и консумативи при възникнала необходимост.** Конкретните количества и срокове за доставка се определят с отделна поръчка по образец на Възложителя.

**1.1.4. Консултантски услуги при необходимост.**

1.2. Възложителят представя приемо-предавателен протокол за извършения обем дейности и/или доставени части и материали, подписан от двете страни, въз основа на който Изпълнителят издава фактура.

## **2. Цена. Начин за Плащане.**

2.1. Общата стойност на договора възлиза на 88 105,47 Евро (осемдесет и осем хиляди сто и пет Евро и четиридесет и седем Евро цента) без ДДС, фиксирана е за времето на действие на договора и не подлежи на промяна. Формирана е по следния начин:

- 36 105,47 Евро (тридесет и шест хиляди сто и пет Евро и четиридесет и седем Евро цента), без ДДС за доставка на резервни части по т. 7 от Количествената сметка, която ще се извърши еднократно до края на 2015 г.
- 52 000,00 Евро (петдесет и две хиляди Евро), без ДДС за двугодишна сервисна поддръжка. По едно посещение на обекта за една календарна година (2015 г. и 2016 г.)

Стойността е изчислена на база посещение на двама специалисти един път годишно за 11 (единадесет) работни дни на територията на електроцентралата и 2 (два) дни за пътуване, съгласно приетата от ВЪЗЛОЖИТЕЛЯ оферта на ИЗПЪЛНИТЕЛЯ и протокола от проведено договаряне - Приложение № 3. Тази стойност не включва разноски по настаняване, пътни разходи и такси, за които ще се оформи отделна поръчка след приемане на работата и подписване на двустранен приемо-предавателен протокол.

2.2. Доставянето на материали, резервни части и консумативи, необходими за поддържане и ремонт на съоръженията от Изпълнителя се извършва след предварително писмено съгласуване с Възложителя, съгласно договорени единични цени

**1.1.3. Timely provision of necessary control units, devices, spare parts and consumables.** Actual quantities and delivery terms shall be defined with a separate purchase order issued under the pattern of the Contracting Authority.

**1.1.4. Provision of consultancy services if necessary.**

1.2 The Contracting Authority will make an acceptance-delivery protocol for the completed volume of works and/or delivered spare parts and materials, signed by both parties. On the basis of the protocol Contractor issues relevant invoice.

## **2. Price and payment**

2.1. The total price of the contract amounts to 88 105,47 Euro (eighty eight thousand one hundred and five Euro and forty seven Euro cents) VAT excluded, shall be fixed for the term of the contract and shall not be subject to alterations. The price is calculated as follows:

- 36 105,47 Euro (thirty six thousand one hundred and five Euro and forty seven Euro cents), VAT excl. for supply of spare parts according to item 7 from the Bill of Quantity which shall be done in a single shipment within the end of 2015.
- 52 000,00 Euro (fifty two thousand Euro), VAT excl. for biennial service maintenance. One site visit per calendar year (2015 and 2016).

The total price is calculated for two engineers' visit, once a year for 11 (eleven) working days on site and 2 (two) travel days, in accordance with the accepted offer of Contractor by Contracting Authority and negotiation protocol – Appendix 3. This price does not include any accommodation expenses, travel costs and charges for which a separate purchase order will be issued after acceptance of accomplished works and signing of a bilateral protocol.

2.2. The supply of materials, spare parts and consumables that needed by the Contractor for maintenance and repair of equipment shall be put into effect only after a written agreement with the Contracting Authority in accordance with the negotiated unit prices of quotation No

от оферта № 15/Wa/Ke/6841 – revision 2 от дата 13.07.2015 г. – Приложение 3. Стойността се заплаща след доставка, по банков път, в 30 (тридесет) дневен срок от представяне на фактура и двустранен приемо-предавателен протокол.

2.3. Плащането за изпълнените работи се извършва в 30 (тридесет) дневен срок от датата на приемане на фактурата, на базата на двустранен протокол за приемане на извършените работи по образец и фактурата, представени от Изпълнителя и проверени от Възложителя.

2.4. Плащането ще се извършва с банков превод, в Евро. Разходите в банката на Изпълнителя са за сметка на Изпълнителя, а в банката на Възложителя са за сметка на Възложителя. Банковите сметки на страните:

**НА ВЪЗЛОЖИТЕЛЯ:**

SG Експресбанк АД гр. София  
**IBAN BG35TTBB94001521039296**  
**BIC TTBBBG22**

**НА ИЗПЪЛНИТЕЛЯ:**

Baden-Wuerttembergische Bank AG, Leipzig  
**IBAN: DE08600501017471502415**  
**BIC: SOLADEST**

**3. Начин на Изпълнение**

3.1. Дейностите по изпълнение на договорните задължения следва да бъдат извършвани качествено и в пълно съответствие с правилата за техника на безопасност в КонтурГлобал Марица Изток 3 и задълженията, произтичащи от българското законодателство в сферата на опазване на околната среда и безопасност на труда, като конкретно задълженията му в тази връзка са следните:

а/ да осъществява възложеното при пълно спазване на клаузите на договора, както и на законите изисквания, които са относими към предмета на договора, на правилата, разпоредбите и предписанията, издадени от компетентните органи във всеки един момент от изпълнение на договора, както и да изпълнява всички други условия, които се отнасят към възложените с договора дейности, като поема пълна отговорност за изпълнение на всички гореописани задължения;

б/ да осигури за изпълнението персонал, назначен по законоустановения ред, да заплаща на

15/Wa/Ke/6841 – revision 2 dated 13.07.2015 – Appendix 3. The amount shall be paid after delivery, via bank transfer, within 30 (thirty) days from submission of a tax invoice and a bilateral acceptance-delivery protocol.

2.3. The payment for the performed activities shall be within 30 (thirty) days following the date of invoice acceptance, on the basis of a bilateral acceptance protocol for the performed activities under a pattern and an invoice submitted by Contractor and checked by Contracting Authority.

2.4. All payments shall be made via bank transfers in Euro. The bank fees at Contractor's bank are at Contractor's expense, the bank fees at Contracting Authority's bank are at the expense of Contracting Authority. The bank accounts of the Parties are:

**CONTRACTING AUTHORITY:**

SGExpressbank, Sofia Branch  
**IBAN BG35TTBB94001521039296**  
**BIC TTBBBG22**

**CONTRACTOR :**

Baden-Wuerttembergische Bank AG, Leipzig  
**IBAN: DE08600501017471502415**  
**BIC: SOLADEST**

**3. Performance process**

3.1. The activities regarding the implementation of the contract obligations shall be carried out with sufficient quality and in full compliance with the safety regulations in ContourGlobal Maritsa East 3 and the obligations in accordance with the Bulgarian environmental protection legislation and health and safety legislation and the specific obligations in this respect are the following:

a/ to carry out the entrusted works in full compliance with the contract clauses and legal requirements that are applicable to the subject of the contract, rules and prescriptions of the competent authorities in each and every moment of the execution of the contract as well as to fulfil the requirements of all other conditions, applicable to this contract by undertaking full responsibility for the fulfilment of all obligations specified above;

b/ to assure personnel, appointed in accordance with the applicable legal requirements, to pay to its personal all remunerations, taxes, compulsory and

служителите си всички заплати, такси, застраховки и осигуровки, които се изискват от законодателната уредба в тази сфера, както и от приложимите за случая трудови споразумения;

в/ да извърши дейностите и осъществи доставките при спазване на всички правила, разпоредби и законови изисквания по трудовата безопасност;

г/ да извърши необходимите действия, за да бъде ясна личната идентификация на служителите на Изпълнителя от Възложителя и/или трети лица;

д/ да попълва и/или представя документация по ТБ на Възложителя по изискванията на настоящия договор и/или в съответствие с изискванията на всички приложими правила, разпоредби и законови изисквания.

е/ да прилага плана за безопасност и здраве, когато се изисква по закон или от Възложителя.

ж/ да не използва услугите на неквалифициран или неупълномощен персонал. Това следва да бъде установено при надлежно извършена проверка от Възложителя по време на изпълнението на дейностите по договора от Изпълнителя.

з/ да спазва приложимите законови изисквания и тези, изложени в настоящия договор за ползването на задължителни лични предпазни средства на временни обекти или подвижни обекти за работа, за предупредителна система по ТБ, при установяване на ръчно транспортиране на материали и във всички други сфери на трудовата безопасност.

и/ да уведомява незабавно Възложителя за всеки възникнал инцидент, оказващ вредно въздействие върху околната среда или нарушава изискванията за Здраве и Безопасност, както и да представя писмен доклад на Възложителя за всеки възникнал инцидент не по-късно от следващия работен ден след възникването му.

3.2. Неизпълнението на изискванията съгласно т. 3.1 ще бъде основание за едностранно прекратяване на договора от страна на Възложителя.

#### **4. Гаранции за качество. Рекламации**

4.1. Гаранционният срок на доставените резервни части (без износващите се части като уплътнения, филтри и др.) е 6 (шест) месеца и започва да тече от датата на монтаж/инсталиране.

4.2. Възложителят ще информира писмено Изпълнителя за всички дефекти, проявили се през гаранционния период. Всички разходи, свързани с

voluntary insurances required by the applicable law as well as the applicable in this case labour agreements;

c/ to perform the activities and the supply in full compliance with all health and safety rules, regulations and legal requirements;

d/ to perform the necessary actions in order the personal identification of its personnel to be clear for Contracting Authority or/and third parties

e/ to filled out or presented to Contracting Authority as the present contract requires and/or in accordance with all applicable rules, regulations and legal requirements.

f/ to apply a health and safety plan as required by law or by Contracting Authority.

g/ not to use nonqualified or unauthorized personal are used. This shall be determined by means of a duly performed by Contracting Authority inspection during the performance of Contractor's activities under the contract.

h/ to satisfy the applicable legal requirements and the requirements under the present contract for the use of personal protection equipment on temporary sites of movable objects, for safety warning system, upon establishing of a manual material transportation and in all other aspects of safety.

i/ to inform immediately Contracting Authority for each occurred incident which has negative affect on the environment or breaches the health and safety requirement as well as to submit a written report to Contracting Authority for such incident not later that one business day as from its occurrence.

3.2. Non-fulfilment of the requirements according to art. 3.1 shall be a ground for unilateral termination of the contract by Contracting Authority.

#### **4. Warranty period. Claims.**

4.1. The warranty period of the delivered spare parts (not wear parts such as gaskets, filters etc.) shall be 6 (six) months starting from the date of installation.

4.2 Contracting Authority shall notify in writing Contractor about all defects during the warranty period. All relevant costs for remediation of any defects during the warranty period shall be at the

отстраняването на дефектите по време на гаранционния срок ще бъдат за сметка на Изпълнителя.

4.3. Ако след като Изпълнителят бъде уведомен, не отстрани дефекта/тите в разумен срок, Възложителят има право да предприеме необходимите действия за отстраняване на дефекта/тите като риска и разходите са за сметка на Изпълнителя, без това да пречи на Възложителя да търси правата си по този договор. В този случай Възложителят има право на неустойка за забава съгласно чл. 6.2. от настоящия договор за периода за отстраняването на дефекта от Възложителя.

4.4. Гаранционният срок се удължава с времето за отстраняване на пропуски по вина на Изпълнителя.

#### **5. Срок на Изпълнение**

Срокът за изпълнение на доставките и работите, предмет на този договор е както следва:

- доставка на резервни части по т. 7 от Количествената сметка ще се извърши не по-късно от края на 2015 г., по следния график:
  - поз. 7.1. ÷ 7.20. - до 4 – 6 седмици от подписване на договора
  - поз. 7.21. ÷ 7.22. - до 14 седмици от подписване на договора
- сервизна поддръжка - 2 години от датата на подписване на договора. По едно посещение на обекта за една календарна година (2015 г. и 2016 г.).

#### **6. Неустойки**

6.1. В случай, че Изпълнителят допусне по своя вина неизпълнение, на което и да е задължение, произтичащо от настоящия договор, приложенията към него и посоченото в поръчката, същият дължи неустойка в размер на 8% от договорената цена, съгласно протокол от договарянето - Приложение № 3.

6.2. В случаите когато Изпълнителят закъснее с приключването на изпълнението в договорения срок, с изключение на случаите на форс мажор, Изпълнителят дължи неустойка в размер 0,1% за всеки ден закъснение, но не повече от 8% от

expense of the Contractor.

4.3. In case Contractor, after it has received a defect claim, fail to remedy the defect/s in reasonable time, Contracting Authority shall have the right to undertake the necessary actions to remedy the defect/s and the risk and costs of these actions shall be at the expense of Contractor, however these actions shall not limit or preclude Contracting Authority from exercise of the remedies available to Contracting Authority under the present contract. In this case Contracting Authority shall receive liquidated damages for delay as per Art 6.2. thereof for the period of defect remediation.

4.4. The warranty period shall be prolonged with the time necessary to remedy defects, which the Contractor is responsible for.

#### **5. Time for completion**

The time for completion of supply and works - subject of this contract is as follows:

- The supply of spare parts according to item 7 from the Bill of Quantity shall be done not later than the end of 2015 within following schedule:
  - pos. 7.1. ÷ 7.20. - within 4 – 6 weeks from the date of contract signing
  - pos. 7.21. ÷ 7.22. - within 14 weeks from the date of contract signing
- The maintenance service shall be 2 years starting from the date of contract signing. One site visit per calendar year (2015 and 2016).

#### **6. Penalties and liquidated damages**

6.1. In case Contractor shall fail to fulfil any of its obligations under the present contract, its Appendix and specifications in the purchase order Contractor shall pay liquidated damages amounting to 8% of the contract price in accordance with the Negotiation protocol – Appendix 3.

6.2. In case Contractor is in delay except in the case of Force Majeure, Contractor shall pay liquidated damages amounting to 0,1% of the contract price for each day of delay but more than 8% of the contract price.

договорената цена .

6.3. Изпълнителя дължи неустойка при доставка на стоки и извършването на услуги, неотговарящи на условията на договора. Тези услуги ще се считат за недоставени и Изпълнителят ще плати неустойка в размера, посочен в т. 6.2 на този раздел от договора до датата, на която същите бъдат предоставени в съответствие с изискванията.

6.4. При нарушаване от страна на Изпълнителя на законовите изисквания за трудовата безопасност, както и на тези, посочени в настоящия договор Възложителят има право да преустанови временно извършването на всякакви действия от Изпълнителя, като времетраенето зависи от сериозността на нарушението. След проверка и одобрение на предложения от страна на Изпълнителя корективен план Възложителят има право да позволи, съответно да забрани възстановяване на извършването на дейностите. Времето на преустановяване на дейностите не води до удължаване на срока за изпълнение на договора. В този случай Възложителят има право да поиска от Изпълнителя да организира и проведе допълнителен курс за обучение на ангажирания с изпълнението на договора персонал по въпросите на трудовата безопасност и с продължителност не по-малко от 16 ч.

6.5. При наличие на основанията, посочени в т. 6.4 Възложителят освен с правото да поиска преустановяване на изпълнението, описано в същата разпоредба, има право да задължи Изпълнителя да подпише протокол за нарушение и да заплати на Възложителя глоба съгласно Споразумителния протокол - Приложение 4, подписан между страните.

#### **7. Прекратяване и разваляне на договора**

Действието на настоящият договор се прекратява:

7.1. С изтичане на срока на договора

7.2. По взаимно съгласие на страните изразено в писмен вид.

7.3 Действието на настоящия договор може да бъде развален едностранно от Възложителя:

- При виновно неизпълнение, на което и да е от задълженията, поети по силата на договора със 7 дневно предизвестие
- при допускане от страна на Изпълнителя на

6.3. The Contractor shall pay liquidated damages in case the delivered services do not conform to the terms of the contract. These services shall be deemed not delivered and the Contractor shall be liable to pay penalties as per art. 6.2 until the date these services are provided in line with the requirements.

6.4. In case Contractor violates the health and safety legal requirements as well as these specified in the present contract Contracting Authority may suspend any Contractor's activities and the term of the suspension shall depend on the gravity of the violation. After an inspection is performed and proposed by Contractor remediation plan is approved Contracting Authority shall have the right to allow or to ban the continuation of the works. The term of the contract shall not be prolonged with the term of the suspension. In this case Contracting Authority may request from Contractor to organize and hold a health and safety course to its personal who is engaged with the performance of the contract with duration of not less than 16 hours.

6.5. In case of Art. 6.4. Contracting Authority may not only suspend the works but also may impose to Contractor to sign Violation protocol and to pay a penalty to Contracting Authority in accordance with Protocol of Agreement - Appendix 4, signed between the Parties.

#### **7. Contract termination**

This contract is terminated in case of:

7.1. Terms expiration of the contract

7.2. Mutual agreement by both parties, expressed in writing.

7.3. This contract could be terminated unilaterally by the Contracting Authority:

- In case of any default with 7 days written notice addressed to the Contractor

- In case of interruption of the operation of the main equipment or in case of accident caused by the

нарушение в работата на основно оборудване или при причиняване на злополука по вина на Изпълнителя, както и в случаите упоменати в чл. 3.1., незабавно без предизвестие.

7.4 В случай на прекратяване на договора по силата на чл. 7.3, Възложителят има право да получи неустойка съгласно чл. 6.1.

Възложителят има право да прихване дължимата сума за развалянето на договора с дължимите от него на Изпълнителя суми за работите, изпълнени преди прекратяването на този Договор.

#### **8. Управление на Договорите /поръчките за изпълнение/.**

8.1 Заместник Директорът по ремонт на КонтурГлобал Оперейшънс България АД е натоварен и упълномощен с Оперативното Управление на Договорите.

8.2 Възложителят възлага работа на Изпълнителя съгласно следните Управленски Актове:

Протокол № 1 за възлагане и начало на работата  
Протокол № 7 за завършване на работата (партидата)

Протокол № 8 за приемане на райони (съоръжения)

Протокол № 9 за констатирани различия

Протокол № 10 за изпитания и контрол на пробите

Протокол № 11 за временно приемане

Протокол № 12 за окончателно приемане

Приемно-предвателен протокол

Регистър на работите

При изпълнение на договорните си задължения и при управление на отношенията си с трети лица, Възложителят и Изпълнителят се задължават да действат съобразно принципите, съдържащи се в Антикорупционната политика на Възложителя – Приложение 5. Страните потвърждават, че не са извършили никакви действия, които да представляват нарушение на същите политики или които биха довели до нарушаването им, включително на политиката за избягване на корупция от всякакъв вид при отношенията с конкретния Възложител, изпълнител или техни служители и подизпълнители.

Contractor as well as in cases under Art. 3.1 immediately without notification

7.4 In case of termination of the contract as per 7.3 the Contracting Authority shall be entitled to receive liquidated damages as per Art. 6.1.

Contracting Authority has the right to set off all amounts that are due to Contractor for work done before termination with the compensation for the losses described above in this clause.

#### **8. Contract Management /purchase order/ according to the present contract/**

8.1 The Maintenance Deputy Director of ContourGlobal Operations Bulgaria AD is entrusted and authorized with the Operating Contract Management.

8.2 The Contracting Authority assigns work to the Contractor according to the following Managerial Acts:

Protocol № 1 for assignment and start of work

Protocol № 7 for completion of the work (lot)

Protocol № 8 for taking over areas (facilities)

Protocol № 9 for inconsistencies

Protocol № 10 for test and control of the samples

Protocol № 11 for temporary acceptance

Protocol № 12 for final acceptance

Final acceptance protocol

Completed work register

The Parties acknowledge that in conducting their business and managing their internal relations, both the Contracting Authority and Contractor operate by reference to the principles contained in the Contracting Authority's Anticorruption Policy – Appendix 5 (the "Policies"). The Parties shall not engage in any conduct that would constitute a breach of these Policies or would result in a breach of these Policies, including the avoidance of corruption of any kind within relations towards respectively the Contracting Authority and Contractor, their employees, sub-contractors, etc.

The General Terms of Contracting Authority

За всички неуредени въпроси в настоящия договор се прилагат Общите Условия на Възложителя, приложими към договорите за възлагане на обществени поръчки – Приложение № 1.

Настоящият договор е подписан в два идентични оригинала на български и английски език. В случай на разминавания между английския и българския текст, предимство има английският.

Приложение № 1 – Общи условия;  
Приложение № 2 – Техническа спецификация и Количествена сметка;  
Приложение № 3 – Протокол от договаряне и ценова оферта;  
Приложение № 4 – Споразумитерен протокол по ТБ;  
Приложение № 5 – Антикорупционната политика и Декларация за спазване на антикорупционната политика;

**ВЪЗЛОЖИТЕЛ**.....  
Гари Левсли  
Изпълнителен Директор

**Dr. Fodisch Umweltmesstechnik AG**  
Zwenkauer Straße 159  
04429 Markranstädt

**ИЗПЪЛНИТЕЛ**.....  
Helmut Kaczmarek  
/Мениджър „Продажби“/

applicable to contracts for public procurement – Appendix 1 shall be applied to all matters that not otherwise agreed in the present contract.

The present agreement was signed in two identical originals in Bulgarian and in English language. In the event of conflict between the English and Bulgarian language versions of this agreement, the English language version shall prevail.

Appendix 1 - General Terms;  
Appendix 2 – Technical Specification and Bill of Quantity;  
Appendix 3 – Negotiation protocol and Price offer;  
Appendix 4 - Protocol of Agreement;  
Appendix 5 – Contracting Authority’s Anticorruption Policy and Corrupt practices policy compliance statement;

**CONTRACTING AUTHORITY**.....  
Garry Levesley  
/Executive Director/

**Dr. Fodisch Umweltmesstechnik AG**  
Zwenkauer Straße 159  
04429 Markranstädt

**CONTRACTOR**.....  
Helmut Kaczmarek  
/Sales Manager/





**ContourGlobal Operations Bulgaria AD**

ContourGlobal Maritsa East 3 TPP

Denitza Tzoneva

6294 Mednikarovo

Galabovo Municipality

Bulgaria

Markranstädt, 13.07.2015

**Our quotation: 15/Wa/Ke/6841 – revision 2**

**Tender: No 58-1672-15**

**Supply of spare parts and service maintenance for gas analyzing stations MCA04, Ultramat/Oxymat 6, Ultramat 6, dust concentration measuring device PFM97 and system DURAG, installed in FGD in CGME 3 AD TPP.**

**Dear Mrs. Tzoneva,**

referring to the negotiation with Mr Kaczmarek held on July 13<sup>th</sup> we herewith send our revised quotation for the maintenance service at the stacks FGD 12 and FGD 34.

The quotation covers one site visit per calendar year. However, we suggest to let have done a full maintenance by us every 6 months. That interval has proven as reasonable.

Some basic works, e.g. care for the analyser room or technical support for the air-conditioning are not within our scope of service. This should be also done regularly, but by the staff on site.

**Due to the increased number of analysers, the maintenance service in 2015 and 2016 shall be performed by 2 engineers (2 travel days, 11 working days). This is one more day on site compared to service in 2014.**

We offer in the following way:

We quote:

- Professional maintenance of the emission measuring system
- Control of the measuring plant's components
- Check of the plausibility of the measuring values
- Preventive service in order to guarantee the required availability of the measuring system

**The maintenance serves the preservation  
of the proper state of the emission measuring plant.  
It includes cleaning, testing, measuring and adjusting works.**



Item: 1.1  
Qty.: 2 (one per year (2015, 2016))

**Services of maintenance (FGD 12)**

**Gas sampling 2 x (raw gas)**

visual check, check of device function; filter / gasket exchange if necessary;  
check operation of temperature controller

**Gas analysis 2 x Ultramat 6/Oxymat 6 (raw gas)**

**1 Ultramat 6 (CO, NO)**

check of device function; exchange of filter in the measuring gas conveying unit;  
check respectively cleaning; check of pump,  
cooler; check of amount of measuring gas; zero and span point calibration;  
system test

**Dust measurement 1 x PFM 97 ED (clean gas)**

visual check; cleaning; exchange of filters if necessary; calibration of zero and  
reference point;

check of flow & differential pressure measurement; check of the measuring  
chamber; operational check and test of device

**Gas sampling 2 x (clean gas)**

visual check, check of device function; filter / gasket exchange if necessary;  
check operation of temperature controller

**Gas analysis 2 x MCA 04 (clean gas)**

check of device function; exchange of filter in the measuring gas conveying unit;  
check respectively cleaning; control of pump,  
check of amount of measuring gas, O<sub>2</sub>-measurement alarm check; system test

**Services of maintenance (FGD 34)**

**Gas sampling 2 x (raw gas)**

visual check, check of device function; filter / gasket exchange if necessary;  
check operation of temperature controller

**Gas analysis 2 x Ultramat 6/Oxymat 6 (raw gas) /**

**1 Ultramat 6 (CO, NO)**

check of device function; exchange of filter in the measuring gas conveying unit;  
check respectively cleaning; check of pump,  
cooler; check of amount of measuring gas; zero and span point calibration;  
system test

**Dust measurement 1 x PFM 97 ED (clean gas)**

visual check; cleaning; exchange of filters if necessary; calibration of zero and  
reference point;

check of flow & differential pressure measurement; check of the measuring  
chamber; operational check and test of device

**Gas sampling 2 x (clean gas)**

visual check, check of device function; filter / gasket exchange if necessary;  
check operation of temperature controller

**Gas analysis 2 x MCA 04 (clean gas)**

check of device function; exchange of filter in the measuring gas conveying unit;  
check respectively cleaning; check of pump,  
check of amount of measuring gas, O<sub>2</sub>-measurement alarm check; system test

**Data evaluation**

check of emission computer and  
protocol print outs



**Price/maintenance 2015:** € 26.260,00

**Price/maintenance 2016:** € 27.040,00

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**TOTAL PRICE** € **53.300,00**

less appr. 2 % discount - € 1.100,00

**FINAL SERVICE CONTRACT PRICE:** € **52.000,00**

**The following works will be included:**

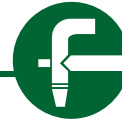
Item	Description
<b>1</b>	<b>Dust concentration measuring device PFM 97 ED, outlet FGD - 12/34HTA11CQ006</b>
1.1	Visual inspection on the measuring system, fixing air and gas leaks.
1.2	Check on the measurement of the differential pressure in service mode of operation.
1.3	Calibration in Zero and Reference point
1.4	Check on the zero point with switched off blowdown (only at blowdown regime)
1.5	Check on reliability of the values of F and Fd
1.6	Check on the temperature of the measuring cell and the diluting air
1.7	Check on the suction opening of the air blower.
1.8	Cleaning the ejector
1.9	Check on the filter for ventilation of the samples and replacement, if necessary
1.10	Check on the filter for the blowing and if necessary - replacement
1.11	Overall cleaning of the instrument
1.12	Inspection of the operation of the instrument (check and analysis on the chronological order for errors and entries in DCS)
1.13	Overall cleaning of the probe



1.14	Cleaning with special brushes (ramrod), internally , together with the piping of the prove (sampling point, flexible sampling pipes, taps and so on)
1.15	Cleaning of the measuring cell
1.16	Replacement of all bolts and fittings for the sampling head
<b>2</b>	<b>Gas analyzer inlet FGD - 12/34HTA11CQ001-A01/A02</b>
2.1	<b><i>Ultramat 6 - SO2/Oxymat 6 - O2</i></b>
2.1.1	Calibration in Zero and end point
2.1.1	Replacement of measuring cell filter
2.1.3	Replacement and cleaning of the route of the sample of gas
2.1.4	General check of the electrical connections and filters on the panel
2.2	<b><i>Ultramat 6 – CO, NO</i></b>
2.2.1	Calibration in Zero and end point
2.2.1	Replacement of measuring cell filter
2.2.3	Replacement and cleaning of the route of the sample of gas
2.2.4	General check of the electrical connections and filters on the panel
2.3	<b><i>Sampling probe SP 210</i></b>
2.3.1	Check on the thermostat and the temperature controller for SP210-H operation
2.3.2	Check on the instrument functioning
2.3.3	Check and if necessary replacement of the filter component SP-2K
2.3.4	Replacement of fittings Viton (30)
2.3.5	Replacement of the fittings of the cover SP-210-H
2.3.6	Replacement O-ring Viton



2.3.7	Set of O-rings for SP210-H - replacement
2.3.8	Replacement of the flange fittings DN65 PN6
2.4	<b><i>Electric Gas Cooler EC-30/FD</i></b>
2.4.1	Check on the functioning of the device (3 way valves, cooling, regime)
2.4.2	Washing the piping
2.4.3	Checks of leaks or blockages in the system
2.4.4	Check on the state of peristaltic pumps and if necessary - replacement of the worn out parts
2.4.5	Check on the level and the operation of the Humidifier FP-BF
2.4.6	Check on the membrane pump and replacement of the worn out parts (diaphragms, valves...)
2.4.7	Replacement of the flexible tube of the peristaltic pumps
3	<b>Gas analyzer inlet FGD 3 4 - 34HTA11CQ003/4</b>
3.1	<b><i>Ultramat 6 –Co, NO</i></b>
3.1.1	Calibration in Zero and end point
3.1.2	Replacement of measuring cell filter
3.1.3	Replacement and cleaning of the route of the sample of gas
3.1.4	General check of the electrical connections and filters on gas analyzer.
4	<b>Gas analyzer MCA04 - output FGD - 12/34HNE10CQ001 MCA04 - SO<sub>2</sub>, NO, CO, CO<sub>2</sub>, H<sub>2</sub>O</b>
4.1	Cleaning and replacement of the filters in the panels
4.2	Blowdown, flushing of the piping route of the sample of gas
4.3	Check and cleaning of the calibration gases piping system
4.4	Replacement of the sampling lance filter



4.5	Replacement of the sealings of the sampling lance
4.6	Overall check and tide the electrical connections
4.7	Calibration of the instrument with standard gases (zero point, linearity, scale and so on ) and issuing a protocol
4.8	Checking energy level of the measuring lasers and issuing a statement
4.9	Check on the system tightness
4.10	Check for corrosion of the parts exposed to gases
4.11	Replacement of the sampling pump diaphragm
4.12	Replacement of measuring cell filter
4.13	Replacement of the inlet elbow of the measuring cell
4.14	Replacement of non-return valve, filter component, sealings of the cell.
4.15	Check on the history for alarms and events and analysis on them.
4.16	Replacement of the PLC battery
<b>5</b>	<b>DURAG system - 00HNE10GH001</b>
5.1	Diagnostic efficiency of the input and output modules, power supply, software ...
5.2	Check on the electrical components and connections of DURAG panel.
<b>6.</b>	<b>Work not foreseen in the sections above*.</b>

\*For any additional day, we charge 1.010,00 Euro per day and person (price valid in2015).

\*For any additional day, we charge 1.040,00 Euro per day and person (price valid in2016).

Excl. costs for travelling and accommodation, e.g. flight, rental car, baggage, custom, transportation on site, hotel. These costs will be charged against receipt.

Excl. wear and spare parts.

If repair works are necessary, the corresponding extra costs for wear/spare parts and additional working time as well as waiting periods not caused by us will be charged according to the service price list.



Calibration gases shall be provided by customer and be available during the maintenance service.

**Spare parts according to request 90HTA00-PC401**

<b>Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Description</b>	<b>Unit price</b>	<b>Total price</b>
7.1	8	pc	ETL 850 - cell filter	73,50 €	588,00 €
7.2	8	pc	ETL 840 - sample gas inlet pure gas cell	70,15 €	561,20 €
7.3	8	pc	ETL 515 - membranset for pump	176,69 €	1.413,52 €
7.4	12	pc	ETL 113 - filter element sample probe SP2000	50,60 €	607,20 €
7.5	16	pc	ETL 91 - filter element 0,1 GF MTC 2564	29,50 €	472,00 €
7.6	12	pc	ETL 827 - check valve	127,59 €	1.531,08 €
7.7	12	pc	ETL 852 - direction adjustable 90° elbow 6 mm	21,83 €	261,96 €
7.8	8	pc	ETL 839 - fitting for pump 6mm	22,25 €	178,00 €
7.9	8	pc	ETL 829 - ellbow 90° 6mm to 8mm fitting	23,85 €	190,80 €
7.10	8	pc	ETL 125 - sealing for pump	101,63 €	813,04 €
7.11	12	pc	ETL 32 - filter element SP 2-K	29,10 €	349,20 €
7.12	12	pc	ETL 33 - o-ring set SP210	34,98 €	419,76 €
7.13	8	pc	ETL 7627 - Filter mat, fan	18,90 €	151,20 €
7.14	12	pc	ETL 21350 - Hydrophobe Filter Midisart2000	20,66 €	247,92 €
7.15	2	pc	ETL 577 - display	223,48 €	446,96 €
7.16	16	pc	ETL 37 - hose set for condensate pump	26,60 €	425,60 €
7.17	12	pc	ETL 36 - rollcarrier for condensate pump	56,00 €	672,00 €
7.18	4	pc	ETL 8211 - sampling tube	170,70 €	682,80 €
7.19	4	pc	ETL 14 - pump element	20,88 €	83,52 €
7.20	2	pc	ETL 20332 - flow meter DK800/PV/K1	537,50 €	1.075,00 €
<b>Total Price:</b>					<b>11.170,76 €</b>

**Attention:**

**A discount of 5% will be granted on the list prices of the spare parts.**

**The above mentioned prices are valid until 31 December 2015. A new price list with slightly updated prices will be sent in 2016. Also in 2016, a discount rate of 5% will be applied on the list prices.**

**Total price for spare parts incl. 5 % discount for 2015:**

**€ 10.612,22**

Delivery time: 4- 6 weeks

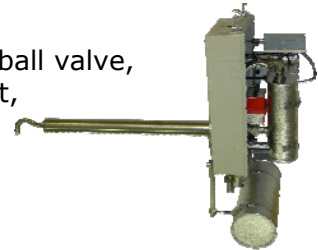
Warranty: 6 months after installation for spare parts  
(note: warranty does not apply for wear parts)



Item: 7.21  
Qty.: 1

**Probe unit PFM 97 ED for replacement**  
**For device 04130, Absorber 1/2**

Incl. housing, probe electronics, measuring cell, 3/2-way ball valve, dilution air distribution, differential pressure measurement, temperature measurement, connector probe heating, connector dilution air, connector exhaust gas, heating dilution air, solenoid valve, incl. complete sampling probe tube, material: Hastelloy



**Price/unit:** € 14.930,00  
**Your price (incl. 5 % special discount):** € 14.183,50

Delivery time for PFM 97 ED probe and control unit:  
Approx. 14 weeks

Item: 7.22  
Qty.: 1

**Control unit PFM 97 ED for replacement**

Incl. housing and control unit (see picture)  
Excl. rack, excl. blowers  
Excl. hoses for dilution and injector air



**Price/unit:** € 11.905,00  
**Your price (incl. 5 % special discount):** € 11.309,75

Delivery time for PFM 97 ED probe and control unit:  
Approx. 14 weeks

*Option*  
Item:  
Qty.:

7.23  
1

**Probe unit PFM 97 ED for replacement**  
**For device 04131, Absorber 3/4**

*Incl. housing, probe electronics, measuring cell, 3/2-way ball valve, dilution air distribution, differential pressure measurement, temperature measurement, connector probe heating, connector dilution air, connector exhaust gas, heating dilution air, solenoid valve, incl. complete sampling probe tube, material: stainless steel*

**Price/unit:** € 10.200,00



**Option**

The following list provides spare parts which were quoted additionally in our quotation 13 Wa Ke 5068 revision 2 which was the basis for the last maintenance contract.

It shall provide an overview of potential spare parts. It is based on the last maintenance services as well as former spare parts deliveries.

However, the exact number and kind of spare/wear parts is depending on the situation on site.

Therefore the below list shall be seen as a reference only.

A spare parts package will be sent to the site in advance (as it was done during the last services). Transport / packing fees will be charged together with the maintenance service costs. Parts used for replacement will be invoiced, the rest will be sent back to us.

<b>Item</b>	<b>Unit</b>	<b>Description</b>	<b>Unit price</b>
8.1	pcs	ETL 7649 – screw set for fixing of sampling bow PFM 97 ED ETL7614	15,00 €
8.2	pcs	ETL 7625 – sealing of sampling bow PFM 97ED	16,50 €
8.3	pcs	ETL 824 - straight-screw O2 sensor	14,64 €
8.4	pcs	ETL 813 - device-breaker	67,60 €
8.5	pcs	ETL 599 - sealing set raw gas cell	60,00 €
8.6	pcs	ETL 576 - heater for sample gas pump	213,83 €
8.7	pcs	ETL 535 - pure gas cell	5.120,00 €
8.8	pcs	ETL 502 – over-temperature fuse	55,67 €
8.9	m	ETL 108 - PTFE-Schlauch natur virginal ID 4,0, AD 6,0 mm	3,00 €
8.10	pcs	ETL 65 - filter pad	4,90 €
8.11	pcs	ETL 59 - condensate pump	348,00 €
8.12	Pack	ETL 4 - sealing sample probe SP2000	24,26 €
8.13	m	ETL 562 - silicone foam tube	7,31 €
8.14	pcs	ETL 999 - Outlet angle MCA04	14,95 €
8.15	pcs	ETL 894 – pressure disk	42,75 €
8.16	pcs	ETL 29067 – Flange gasket DN65 PN6	9,50 €
8.17	pc	ETL 57 - sealing set for measuring gas pump N87TTE	65,00 €
8.18	pc	ETL 7617 - 3-way ball valve PFM 97 ED	900,00 €
8.19	pc	ETL 516 - heated sample gas pump PM20157012.11	1.571,68 €
8.20	pc	ETL 599 - sealing set raw gas cell	60,00 €
8.21	pc	ETL 20249 - GL-fitting 4/6, GL25, PVDF	8,10 €
8.22	pc	ETL 20247 - GL-fitting 4/6, GL18, PVDF	8,61 €
8.23	pc	ETL 20406 - 3/2-way-valve type 124, E, PVDF, G1/4",FFKM	384,00 €
8.24	pc	ETL 20403 - 3/2- way-valve type 124, E, PVDF, G1/4"	151,13 €
8.25	pc	ETL 507 - stepper motor filter wheel	435,02 €
8.26	pc	ETL 508 - stepper motor chopper	399,64 €
8.27	pc	ETL 7104 - Signal board for PFM 02	542,50 €

Further spare parts for the extractive dust measuring device PFM 97 ED are stated in quotation 15/Wa/Ke/6726 which was already submitted on 13 April 2015.



**Customer works:**

- Provision of calibration gases
- Provision of compressed air
- Accessibility to the plant/systems

Price: excl. VAT, EXW Markranstädt, for unpacked goods

Binding period: 31 December 2015

Payment terms: 30 days after date of invoice, net

Date: to be agreed upon  
Please note: A spare parts kit and tools need to be sent to the site in advance (and back to us). Transport / packing fees will be charged together with the maintenance service costs.  
(time needed prior to service: min. 2 weeks)

Delivery time for PFM 97 ED probe and control unit:  
Approx. 14 weeks

Terms of delivery: All deliveries and performances are done according to the "General terms of delivery for products of the electronic industry" of the central association of electro-technical and electronic industry e.V.

We hope this quotation meets your requirements.  
If you have any questions please do not hesitate to contact us.

Best regards

Helmut Kaczmarek  
Sales manager

Constanze Kern  
Sales



**PROTOCOL**

for the activity of a committee, entitled with Decision No 246/13.07.2015 to consider, evaluate and qualify the offers, submitted in public procurement procedure without announcement for: **Supply of spare parts and service maintenance for gas analyzing stations MCA04, Ultramat/Oxymat 6, Ultramat 6, dust concentration measuring device PFM97 and system DURAG, installed in FGD in CGME 3 AD TPP, ref. No: 58-1672-15**

**Committee in the following body:**

- CHAIRMAN:** Milen Stefanov - Electrical and C&I Maintenance Senior Specialist  
**MEMBERS:** 1. Nikolina Dineva – Lawyer  
 2. Georgi Avdjiev - Electrical and C&I Maintenance Senior Specialist  
 3. Ivan Arbalov – Senior Planning & Methods Specialist  
 4. Denitza Tzoneva - Public Procurement Officer

entitled to consider the presented preliminary offer with an incoming reg. No 327/06.07.2015 for **Supply of spare parts and service maintenance for gas analyzing stations MCA04, Ultramat/Oxymat 6, Ultramat 6, dust concentration measuring device PFM97 and system DURAG, installed in FGD in CGME 3 AD TPP** of Dr. Foedisch, Germany.

The negotiation of presented preliminary price offer was conducted on 13.07.2015.

**The proposed offer is at the amount of:**

- 53.300,00 Euro (104.245,74 leva), VAT excl.; EXW Markranstadt for 2 (two) years maintenance
- 38.005,76 Euro (74.332,81 leva), VAT excl.; EXW Markranstadt for delivery of spare parts as per item 7 from the Bill of Quantity

**Negotiated price:**

- 52.000,00 Euro (101.703,16 leva), VAT excl.; EXW Markranstadt for 2 (two) years maintenance
- 36.105,47 Euro (70.616,16 leva), VAT excl.; EXW Markranstadt for delivery of spare parts as per item 7 from the Bill of Quantity

**Payment:** 30 days after date of invoice and maintenance/delivery protocol, net

**Terms for execution of works:**

- Service maintenance - The contract shall be signed for 2 (two) years, one site visit per calendar year (2015 and 2016). The exact time for maintenance shall be agreed in advance and in written by both parties.
- Delivery of spare parts – item 7.1. ÷ 7.20. – 4 ÷ 6 weeks from contract signing  
 – item 7.21. ÷ 7.22. – 14 weeks from contract signing

**Warranty:** 6 months after installation of spare parts (warranty does not apply for wear parts)

**Notes:** Service maintenance - The reference list of spare parts from quotation No 15/Wa/Ke/6841 – rev. 2 (page 9) was discussed as 5% discount of unit prices was negotiated.

**Chairman:** .....  
/ Milen Stefanov /

Dr. Foedisch, Umweltmesstechnik AG  
 Representative of the candidate  
 H. Kacemarek  
 0420 Markranstadt  
 Tel.: 094205 7550 - Fax: 094205 75540

**Committee members:**

1. ....  
/ Nikolina Dineva /

2. ....  
/ G. Avdjiev /

3. ....  
/ I. Arbalov /

4. ....  
/ D. Tzoneva /





## ПРОТОКОЛ

от дейността на комисия, назначена с решение № 246/13.07.2015 г. за разглеждане, оценка и класиране на подадените оферти в процедура на договаряне без обявление с предмет: **Доставка на резервни части и сервизно поддържане на газ анализаторни станции MCA04, Ultramat/Охумат 6, Ultramat 6, прахомер PFM 97 и система DURAG, инсталирани в СОИ на електроцентрала КГМИ 3 АД, реф.№ 58-1672-15**

### Комисия в състав:

**ПРЕДСЕДАТЕЛ:** Милен Стефанов – Старши Специалист Ел. и КИП Поддръжка  
**ЧЛЕНОВЕ:**  
1. Николина Динева - Адвокат  
2. Георги Авджиев - Старши Специалист Ел. и КИП Поддръжка  
3. Иван Арбалов – Старши Специалист Ремонтно Планиране  
4. Деница Цонева - Специалист ОП и Снабдяване

назначена да разгледа представена първоначална оферта с Вх. № 327/06.07.2015 за **Доставка на резервни части и сервизно поддържане на газ анализаторни станции MCA04, Ultramat/Охумат 6, Ultramat 6, прахомер PFM 97 и система DURAG, инсталирани в СОИ на електроцентрала КГМИ 3 АД** от фирма Dr. Foedisch, Germany.

Договаряне на предложението /първоначалната ценова оферта/ се проведе на 13.07.2015 г.

### Първоначално предложена цена:

1. 53.300,00 Евро (104.245,74 лв.), без ДДС; EXW Markranstadt за двугодишна сервизна поддръжка
2. 38.005,76 Евро (74.332,81 лв.), без ДДС; EXW Markranstadt за доставка на рез. части съгласно т.7 от Количествената сметка

### Договорена цена:

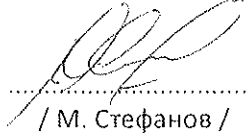
1. 52.000,00 Евро (101.703,16 лв.), без ДДС; EXW Markranstadt за двугодишна сервизна поддръжка
2. 36.105,47 Евро (70.616,16 лв.), без ДДС; EXW Markranstadt за доставка на рез. части съгласно т.7 от Количествената сметка

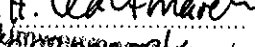
Начин на плащане: 30 дни след издаване на фактура и протокол за извършени работи / доставка

### Срок за изпълнение:


1. Сервизна поддръжка - Ще се сключи договор за 2 /две/ години, едно посещение на обекта за една календарна година (2015 г. и 2016 г.). Конкретният период за поддръжка ще се договори предварително от двете страни, в писмена форма.
2. Доставка на рез. части – поз. 7.1. ÷ 7.20. – 4 ÷ 6 седмици от подписване на договор  
– поз. 7.21. ÷ 7.22. – 14 седмици от подписване на договора

Забележки: Сервизна поддръжка - списъкът с резервни части от оферта № 15/Wa/Ke/6841 – rev. 2 (стр. 9) беше обсъден и бе договорена отстъпка от 5% на единичните цени.


Председател: 1.  / М. Стефанов /


Представител на Виктор Цонев  
  
/... Zwenkauer Straße 159  
04420 Markranstädt  
Tel.: 034205 7550 • Fax: 034205 75540

### Членове на комисията:

1.  / Н. Динева /

2.  / Г. Авджиев /

3.  / И. Арбалов /

4.  / Д. Цонева /



Appendix № 4 ..... to contract/purchase order

№ 114 ..... / 28.07 2015 .....

### PROTOCOL OF AGREEMENT

in connection with article 18 of the Law for Health and Safe Labour Conditions and article 127-3 of the Regulations for Implementation of the Law of the Ministry of Internal Affairs

Regarding obligations and coordinated measures for ensuring health and safety, fire and emergency safety and protection of the environment during the work of external contractors on the territory of TPP "ContourGlobal Maritsa East 3"

Any activity of the Contracting Authority in connection with this protocol is an operative activity, incl. the control on the performed operative procedures and instructions on the territory of the Plant, and is carried out by "ContourGlobal Operations Bulgaria" AD,

#### I. GENERAL PROVISIONS

1. This protocol specifies the main requirements and obligations for ensuring health and safety, mutual informing for risks at work and coordination of the activities for protecting the working people, fire and emergency safety (FES) and protection of the environment with a view to preserve the life, the health and the working ability of the persons, who stay on the territory of the Plant and its adjoining territories, in connection with the performance of works as per a contract and to avoid damages on material valuables.
2. When carrying out the cited activities and operations, all regulatory documents on health and safety at work, incl. the labour safety regulations and the FES ordinances, as well as the requirements related to preservation of the environment, shall be compulsory for the Parties.
3. By signing this protocol, the Parties shall be obliged to meet all requirements, ensuing from the Environment and Health and Safety Management System. These requirements are stated in the Information brochure of the External Contractors and/or in the instructions which are given to the Contractor when concluding the contract.
4. The persons, who manage and are in charge of the production processes for each of the Parties, shall be obliged to ensure safe labour conditions and shall meet the FES requirements for the activities managed by them. They shall inform each other of the existing hazards and risks at work and shall take measures for their elimination.
5. The CONTRACTING AUTHORITY shall perform routine monitoring and control of the regulatory requirements for ensuring health and safety and protection of the environment or of such internal requirements of the Contracting Authority, of higher priority than the regulatory ones. The employees of the Regional service on fire safety and saving of the Plant control the observance of the FES rules as they issue compulsory instructions and recommendations when the regulatory requirements for ensuring HS and FES are violated.

#### II. OBLIGATIONS OF THE CONTRACTING AUTHORITY

1. To inform the Contractor of the requirements for ensuring HS and FES and environmental protection as the Contracting Authority gives the Contractor the following documents before the start of the contractual activity:
  - 1.1. Environment and Health and Safety Policy;
  - 1.2. Emergency Action Plan;

- 1.3. Information brochure, which contains a brief excerpt of the requirements of the Contracting Authority for the performance of operations or activities related to identified hazards and/or, respectively, instructions for particular operations depending on the subject of the contract between the parties.
  - 1.4. Instruction for collection and transportation of waste on the territory of the Plant, with an attachment – Location of the sites for temporary storage of waste;
  - 1.5. Instruction for removal of spillages of substances/preparations, which could contaminate the soil/ground water, and treatment of generated waste;
  - 1.6. Ways for giving warning signals, claims and complaints, related to the safety at work and the protection of the environment.
2. To appoint a responsible official from his personnel – supervisor, who shall coordinate and control the activity, awarded to the Contractor;
  3. To give the Contractor the necessary constructive and technical documentation concerning the performance of the awarded activity;
  4. To provide power supply for the equipment of the Contractor as the Contractor on its part provides electric boards with RCD.
  5. To show the Contractor the specified work sites and the access to them as well as the sites for temporary storage of waste.
  6. To give the Contractor working and safe technical equipment in the cases when this has agreed in advance.
  7. To give the Contractor along with protocols intact and passed technical inspection lifting equipment, where agreed in advance.
  8. To organize an initial induction to the Contract's personnel, who have permissions to work from the "National Security" State Agency regarding the matters of health and safety at work, the FES rules and the environmental protection in the Plant. An initial induction is made for the Contractor's personnel, who start to work for the first time on the territory of the Plant, and for employees, who have an interruption of such work for a period longer than 1 year.
  9. Before the start of the initial induction, to check the presence and the actuality of the external personnel's certificates for acquired qualification group on the relevant regulations as well as other certificates for acquired competency conformable to the activity which will be carried out.
  10. To carry out an induction at the work area to the responsible managers, the performers of the work and the members of brigades of the Contractor, with regard to:
    - Peculiarities of the technological scheme, the design and the operation of the machines and the facilities and the risks connected with them at the area of the workplaces.
    - The specific requirements for ensuring health and safety and FES.
    - Events from the failures elimination plan, as well as actions in case of fires, failures and natural disasters.
    - The requirements related to the environmental protection.
- An induction at the work area is not compulsory in the cases when the External personnel will work again at the work area where they have worked and the scheme has not been changed.
11. To issue the necessary work permits, acts and instructions.
  12. To control the observance of the requirements for ensuring health and safety, the specified safety measures, FES and environmental protection.
  13. To check whether the Contractor observes the specified technical safety measures.

14. To stop machines and facilities when there is a direct risk for the life and the health of the working people and after that to inform immediately the relevant officials with a view to take measures for eliminating the hazards and restoring the normal work.

### **III. OBLIGATIONS OF THE CONTRACTOR:**

1. To appoint a person from the personnel who will be responsible for the safety at work and to submit an order for assigning the functions on safety to the official in the Health, safety and security department of the Contracting Authority. This person has to be on the territory of the Plant during the performance of the contract and has to supervise safety performance of the contracted activities.
2. To appoint a person from the personnel who will be responsible for the activities related to the environmental protection and will be on the territory of the Plant during the performance of the contract and to submit an order for assigning the functions on the official in the Environmental Department of the Contracting Authority.
3. To ensure the participation of the appointed official/s on health and safety and environmental protection at work or, if it is impossible on his/their part, of another authorized person from its personnel in the routine meetings on safety and environmental protection, where all aspects connected with health and safety at work and environmental protection according to the requirements of article 31 para 2 of the Law on Healthy and Safe Labour Conditions and the procedures of the Contracting Authority are discussed, and to sign the protocols of findings issued by the "Health, safety and security" department of the Contracting Authority in the event of violations of the safety rules set forth in paragraph. IV para. 7 of this document.
4. To meet the requirements of the Contracting Authority for ensuring health and safety and environmental protection and to describe the safe performance of the contracted activity in the method statements;
5. Before starting the work, to give the Contracting Authority a Work Plan (Method Statement), according to a model, with a detailed description of the agreed activity and the measures for ensuring HS. The following is attached to the plan:
  - List of the persons, who have to be issued a permission to work (in the cases when the persons do not have an issued permission),
  - List of the personnel who will work on the territory of TPP ContourGlobal Maritsa East 3, with indicated responsibilities according to the Safety Regulations.
  - List of the persons who will go through an initial induction.
  - Job safety analyses for the performed activity, according to a model.
  - Other documents in a model given by the Contracting Authority.
6. To provide the personnel, at its own expense, with working clothes with distinguishing signs (logo or name of the Contractor) as well as with the necessary protective equipment depending on the performed activity.
7. Shall not allow access to work in the Plant to persons, who:
  - 7.1. Are under 18 years old.
  - 7.2. Have not gone through a preliminary/ routine medical check or does not have suitability conclusions to perform the work.
  - 7.3. Are not certified and/or don't have the necessary qualification for the relevant work or activity.
  - 7.4. Do not have valid certificates for qualification group of safety at work.
  - 7.5. Do not have a permission to work by the "National Security" State Agency.
  - 7.6. Are not trained on the rules for ensuring health and safety, FES and environmental protection in the plant, such as first aid for injured people in case of accidents and emergency.
  - 7.7. Are not inducted on the nature of the work.

- 7.8. Have not gone through an initial induction and an induction at the work area.
  - 7.9. Are not provided with or do not use the required personal and other protective equipment.
  - 7.10. Have counter-indicative illnesses or complaints concerning the work, which is assigned, or the conditions under which the work should be carried out.
  - 7.11. Are licensed or have the relevant qualification but have been moved from another work area and have not gone through an induction regarding the safe performance of the work on the new work area.
  - 7.12. Are not familiar with the failures elimination plan and with the instructions for acting in case of failures and fires.
  - 7.13. Are women or protected persons – in the cases when the work, which is about to be carried out, is included in the List of harmful and heavy works, forbidden for fulfilment by women, according to Ordinance №7 for harmful and heavy works, forbidden for fulfilment by women.
  - 7.14. Are in a state of intoxication and/or are under the influence of intoxicating substances.
  - 7.15. Persons, who are not members of the brigade, as well as in the cases when they are not brought in according to the established routine.
  - 7.16. Combine the duties of the persons, responsible for the safety at work according to the work permit, with the exception of the cases stated in article 61, para 1 and 2 of the Regulations on Safety at Work in Nonelectric Installations of Electrical and Thermal Plants and Heat Transferring Networks and in Water Engineering Works and those in article 63, para 1 and 2 of the Regulations on Health and Safety at Work in Electric Installations of Electrical and Thermal Plants and Electrical Networks.
8. The Contractor shall proceed with fulfilment of the work, awarded with the contract, only after the issuance of a work permit or work instruction and after coordination with the appointed supervisor.
  9. When constructing scaffolding, the Contractor shall check the condition of the scaffolding and shall inform an authorized person on the part of the Contracting Authority for acceptance of the scaffolding. The Contractor shall not allow work on scaffolding which has not been accepted and identified according to the Scafftag system, adopted by the Contracting Authority.
  10. Shall not let the brigade work when:
    - 10.1. The leader responsible for the work according to the work permit, the performer or the members of the brigade are sick, overtired, drunk, mentally distressed or are in other state, unsafe for work.
    - 10.2. The certificates for acquired qualification group on safety at work of the responsible leader, the performer of the work or the members of the brigade are missing or expired.
    - 10.3. Instead of the responsible leader, the performer of the work or members of the brigade, entered into the work permit, other persons appear.
    - 10.4. The work permit is not correctly issued and drawn-up.
    - 10.5. The safety measures at the work area, foreseen in the work permit, are not carried out precisely and in a sufficient volume.
    - 10.6. In the process of entering to work, an emergency, a calamity (flood, earthquake etc.), fire or an accident occurs.
  11. To equip the work places with fire-extinguishing tools, equipment and devices. The type and the quantity of the fire-extinguishing tools, equipment and devices are specified in the effective regulations on fire safety and their location and designation shall be carried out in conformity with the effective standards.
  12. To inform in advance the Regional service on fire safety and saving and the Medical Centre of forthcoming closing of particular road sections on the territory of the Plant, which prevents the passing of specialized vehicles.



13. To clean in advance the working areas from combustible, inflammable and explosive materials.
14. To supply the work areas with electric boards with RCD without changing the recommended power supply and without switching on load bigger than the one specified by the Contracting Authority.
15. To have as part of their staff the required by the ordinances under art. 31 of LTRP (Law on Technical Requirements for Products) competent officials responsible for safe operation and representatives to the bodies for technical supervision of high-risk facilities, where such will be used.
16. To use lifting devices that are registered, having passed initial and periodic technical inspections and checks, within legal terms and are documented as required by the regulations for safe operation and technical supervision of lifting equipment and marked as required by the Contracting Authority.
17. The responsible leader and the performer of the work according to the work permit of the Contractor, together with the permitting person from the operative personnel of the Contracting Authority, before letting the brigade work, shall be obliged to check the carrying out of the technical measures related to the readiness of the work places, as well as if they are sufficient.
18. Welding and other hot works shall be immediately stopped, if changes occur in the FES conditions during their carrying out or by order of an employee of the Regional service on fire safety and saving in the plant.
19. In the process of the work, the Contractor shall be obliged to observe the following:
  - 19.1. The start of work according to the work permit, with the exception of the cases of general and partial work permit, on a daily basis, shall be entered into the work permits log-book with the signatures of the permitting employee of the Contracting Authority and of the Contractor and by entering the time and the date. If another company is also allowed to work at the worksite with a work permit, the Contractor shall be obliged to take into consideration the performance of the works by observing the technical measures on safety and FES with this company.
  - 19.2. From the moment the brigade of the Contractor is given permission to work, the Contractor shall bear a full responsibility on the observance of the safety measures.
  - 19.3. To preserve the machines and the equipment of the Plant, those they have access to, as well as the fire-protection tools and devices against faults, pollution and destroying. If pollution, fault or destroying is caused, the same is removed at the expense of the Contractor.
  - 19.4. To use only standard, in good technical state and safe work equipment.
  - 19.5. It is not allowed to put wardrobes and lockers and to store materials and equipment in halls, fire-protection anterooms, staircases and on other evacuation routes.
  - 19.6. It is not allowed to stop and park transport vehicles as well as to store materials and equipment at a distance of 10 m before and after fire hydrants and on the sites designated for fire vehicles at fire reservoirs and water tanks.
  - 19.7. It is not allowed to violate the protected performance of the equipment (IP and Ex).
  - 19.8. To inform immediately the Regional service on fire safety and saving of a fire at their workplace. In the cases when the performers have used the available at the workplaces fire-extinguishing devices, owned by the Plant, the Contractors shall notify the Regional service on safety and saving or HSS department with the purpose of timely replacement or refill.

- 19.9. The personnel of the Contractor shall be obliged to carry an identification card, a certificate for qualification group on safety at work and a competence certificate, if the latter is necessary, all the time during their stay on the territory of the Plant and to show them on request of authorized employees of the Contracting Authority.
- 19.10. To inform immediately a representative of the Contracting Authority, if faults are noticed on the equipment that could put at risk the life and the health of the working people or could cause pollution of the environment.
- 19.11. To take all measures to avoid pollution of the environment when working with oils and other hazardous chemical substances.
- 19.12. Uses the containers for waste segregation according to their purpose.
20. When completing the work, the Contractor shall be obliged to observe the following:
- 20.1. Complete the work according to the work permit (with the exception of the general or the partial work permit) is completed for the day by means of the signatures of a representative of the Contractor and of the responsible person from the operative personnel of the Contracting Authority.
- 20.2. The Contractor requires from the responsible person of the operative personnel of the Contracting Authority a trial test of the repaired equipment before entirely completing the work on it, only provided that:
- The brigade has left the work area;
  - The work permit is given back by the contractor as both parties– the Contractor and the Contracting Authority – have registered the completion of the work.
  - The temporary signs, notices, fences, switching-on devices and supporting structures are removed and permanent signs, notices and fences etc. are placed.
- 20.3. The trial or the test of the separate components or sections of the equipment, during the total repair with a general work permit, is made in compliance with the requirements of the Regulations on safety at work in non-electric installations of electric and thermal plants and along heat-transferring grids and water engineering works.
- 20.4. The balancing of rotating mechanisms with electric actuation, as well as other works related to often switching on and off of the power supply, is done in compliance with the requirements of the Regulations on safety at work in non-electric installations of electric and thermal plants and along heat-transferring grids and water engineering works.
- 20.5. After the work day ends, the Contractor shall clean the workplaces, release the passages, the signs, the notices, the fences, the locking and supporting devices shall be put on their places and the work permit shall be given to the operative personnel of the Contracting Authority. When several Contractors work on the same site, the obligations for cleaning the work area are carried out jointly by all people.
- 20.6. After the final completion of the work, the collection of the materials and the tools and after the thorough cleaning of the work area, the Contractor registers the completion of the work in the work permit, signs it and gives it to the responsible leader.
- 20.7. The responsible leader, after carrying out an inspection of the work places and after eliminating the irregularities, if there are any, permits the removal of the temporary signs, boards, fences, locking and supporting devices etc., instructs the brigade to be brought out, registers the final completion of the work in the work permit, closes the work permit and certifies this with a signature, date and time.
21. The Contractor shall be obliged to observe the recommendations given by the responsible officials of the Contracting Authority, if infractions of the regulations on health and safety at work, on environmental preservation and F&S are found out.

22. In case of an accident with a person from the Contractor's personnel, the Medical Centre and the Head of "Health, safety and security" Department of the Contracting Authority shall be immediately informed. Ascertaining the circumstances, in which the accident occurred, the investigation, the registration and its reporting is a responsibility of the Contractor. When an investigation is organized on behalf of the Contracting Authority, the Contractor shall be obliged to give full support. The Contractor shall be obliged to give the Head of Health, safety and security department all acts, written statements, reports and declarations prepared by the relevant officials and related to the accident.
23. The noticed "near misses" shall be immediately reported by the person, who has noticed the near miss, to his immediate superior, who on his part shall be obliged to inform the head of Health, safety and security department of the Contracting Authority. A sample form provided by the Contracting Authority is to be used.
24. The Contractor shall be obliged to use the equipment of the Plant given to him with the care of a good owner. The Contractor shall be obliged to inform the personnel of the Contracting Authority of noticed irregularities. The Contractor repairs, at his own expense, the damages caused by incorrect operation of equipment.

#### **IV. NON-COMPLIANCE RESPONSIBILITY OF OBLIGATIONS AND CAUSED MATERIAL DAMAGES**

1. If there are ascertained violations made by persons of the Contractor's personnel, the employees of the Contracting Authority and the employees of the Regional service on fire safety and saving in the Plant shall have the right to require immediate removal of those persons from the workplace and to take away the work permit given to the Contractor for carrying out the work under the contract. The removal from the work place and the taking away of the work permit are immediately entered into the operative log-book and into the work permit. The Contractor bears the responsibility for non-compliance of the contractual terms as a result of the above-mentioned non-admission to the workplace.
2. Representatives of the Contracting Authority (operative personnel, the inspectors of the Health, safety and security department and of the Environmental Department, heads of structural units, supervisors and managers), as well as the employees of the Regional service on fire safety and saving, shall have the right to stop the work, during which infractions are found out, until the violations are removed.
3. The Contractor shall be obliged to restore, at his own expense, the damages on the fire protection equipment caused through his fault and in the cases of unproved performer – jointly with other companies, working on the relevant site.
4. The Contractor shall be obliged to restore, at his own expense, the damages caused through his fault to received from the Contracting Authority with protocols lifting equipment.
5. The Contractor shall be obliged to restore, at his own expense, the damages caused through his fault with respect to the environment (incl. the expenses for the disposal of waste generated as a result of this) and in the cases of unproved performer- jointly with other companies, working on the relevant site.
6. The losses caused from extending the terms for the performed works, due to a release of individual persons or due to a stop of the work of groups (brigades) because of committed infractions of the requirements of the regulatory documents and the instructions for safe work and FES, are at the expense of the Contractor.
7. If there are infractions of the requirements for safe work, fire and emergency safety or environmental protection, or non-compliance of the obligations under this protocol of agreement, the inspectors of healthy and safe labour conditions of the Contracting Authority, the employees of the Regional service of fire safety and saving and/or the Environmental

Department prepare an infraction report to the Contractor, which serves as grounds for imposing the following sanctions:

	Indicators	Sanctions	Points of punishment
1	Personal protective equipment not used - helmets, safety footwear, working clothes, gloves.	Up to 30- day suspension and sanction of BGN 300	3
2	Safety goggles not used - face mask, face shield during welding and metal cutting operations	Up to 30-day suspension and/or sanction of BGN 300	3
3	Breathing protection not used	Up to 7-day suspension and sanction of BGN 300	2
4	Hearing protection not used / ear plugs, hearing protectors/	Up to 7-days suspension and sanction of BGN 300	1
5	Missing or unused residual current protection panel or unauthorized connection to the electrical panels of the Owner or usage of faulty panels	Pecuniary sanction up to BGN 1000 and discontinuance of the works until the problem is resolved	5
6	Use of non-standard extension pieces or unsatisfactory state of the cables	Pecuniary sanction up to BGN 500 and suspension from work until the problem is resolved	5
7	Bad state /lack of safety/ of manual electric tools	Pecuniary sanction up to BGN 500 and suspension from work until the problem is resolved	5
8	Gas cylinders not properly supported, lack of caps, cylinders not certified	Pecuniary sanction up to BGN300 and discontinuance of the works until the problem is resolved	5
9	Bad condition and/or non-compliant with the statutory requirements hoses and equipment for flame cutting and welding of metals; lack of braces on gas welding equipment	Pecuniary sanction up to BGN300 and discontinuance of the works until the problem is resolved	5
10	Bad condition of pressure gauges, valves, burner, non return valves missing	Pecuniary sanction up to BGN 1000 and discontinuance of the works until the problem is resolved	5
11	Working with lifting equipment (auto crane, aerial platform, electric hoists, winch, etc.) that have not passed periodic technical inspection; Failure to present documents for relevant qualification or training and passed annual instruction and examination of knowledge on operators of cranes, electric hoists and shunters	Pecuniary sanction up to BGN 1000 and discontinuance of the works until the problem is resolved	5
12	Bad condition and/or non-compliance with the statutory requirements of lifting equipment	Pecuniary sanction up to BGN 500 and discontinuance of the works until the problem is resolved	5
13	Poor condition of the hook with pulley, lifting rope, switches and locks of the used lifting equipment	Pecuniary sanction up to BGN 1000 and discontinuance of the works until the problem is resolved	5

14	Working on non- approved scaffolding /without the green scafftag/	7 day suspension and pecuniary sanction up to BGN 1000	5
15	Integrity of the scaffold violated	The person to blame removed from site forever and pecuniary sanction of 3000 BGN	10
16	Work without safety harness	Up to 30 - day suspension and sanction of BGN 500	5
17	Lack of safety enclosure and warning signs / in case of hazard of falling from height , falling objects and so on/	Issuing a warning protocol	5
18	Failure to use a radio station when there is no visual contact	Issuing a warning protocol	2
19	Work materials scattered and disarranged on the working site	Pecuniary sanction up to BGN 500 and discontinuance of the works until the problem is resolved	2
20	Work sites not cleaned from waste	Pecuniary sanction up to BGN 1000;	3
21	Speeding of vehicles	Pecuniary sanction up to BGN 1000; and suspension of the driver for 7 days	1
22	Wrong support and arrangement of the load during transportation	Pecuniary sanction up to BGN 1000; and/or suspension of the driver for 7 days	3
23	Unauthorised use of the vehicle	30 - day suspension and sanction of BGN 300	5
24	Lack of qualification group certificate and other documents in accordance with the activities executed	7 - day suspension and sanction of BGN 100	5
25	Work without Permit to work and permission for execution of welding works	Pecuniary sanction up to BGN 1000 and suspension of the worker doing the works for 7 days	10
26	Fire fighting provisions /combustible materials not removed; lack, insufficient quantity, improper type or corrupt fire extinguishers, fire protection blankets and so on	Pecuniary sanction up to BGN 1000	5
27	Detected alcohol > 0,2 per thousand or bringing of alcohol on the territory of the TPP	Prohibit access to the TPP forever. Pecuniary sanction of BGN 1000	10
28	Smoking in unauthorized places	7-day suspension and sanction of BGN 100	3
29	Working with equipment out of order	Pecuniary sanction up to BGN 1000	5
30	Irregularly drawing up, noncovering or other irregularities with permits to work	Pecuniary sanction up to BGN 1000	5
31	Attempts for theft	Permanent suspension	10
32	Attempt for deception of the admission regime	Permanent suspension and sanction of BGN 5000	10
33	Disregard of the environmental operating instructions	3-month suspension and/or pecuniary sanction up to BGN 1000	10

34	Causation of oil spills, heavy oil spills and spills from other hazardous chemical substances	Pecuniary sanction up to BGN 1000 and discontinuance of the works until the problem is resolved	10
35	Non-use of waste containers and waste temporarily storage areas as intended	3-month suspension	5
36	Mixing of hazardous waste with non hazardous waste	3-month suspension and pecuniary sanction up to BGN 500	7
37	Use of Bib Bag type sacks with (red) mark for asbestos waste storage (AAA) for other purposes	Pecuniary sanction up to BGN 1000	8
38	Illegally or excessively use of water and electricity	Pecuniary sanction up to BGN 300	2
39	Use of cars, lorries and other vehicles in bad state of repair, resulting in oil spills, brake fluid spills and so on.	Pecuniary sanction up to BGN 500	4
40	Not informing of incident caused resulting in environmental pollution	Pecuniary sanction up to BGN 500 and 1-month suspension	10
41	Unregulated wastewater discharge into sewage	3-month suspension and pecuniary sanction up to BGN 500	3
42	Illegal discard of waste in places unauthorized for this purpose	3-month suspension and pecuniary sanction up to BGN 1000	6
43	Not covering of vehicle loads, bringing to environmental pollution	3-month suspension	2
44	Improper storage of chemicals.	Pecuniary sanction of BGN 300	3
45	Other violations not specified	At the discretion of the Contracting Authority and in accordance with the established violations other sanctions not listed in the table may be imposed, including removal of the responsible persons up to 30 days and pecuniary sanctions of up to 1000   BGN	At Contracting Authority's discretion

Protocols for established violations shall be signed by representative of the Contracting Authority and representative of the Contractor (designated by an order under t.III para 3 of this document), after which the sanction specified in the protocol is imposed.

The present protocol of agreement is compiled in 2 (two) equal duplicates, one for the Contracting Authority and one for the Contractor.

CONTRACTING AUTHORITY: .....



CONTRACTOR: *H. Hammerl*  
**Dr. Fodisch Umweltmesstechnik AG**  
 Zwenkauer Straße 159  
 04420 Markranstädt

# Supplier Code of Conduct

## ETHICS & TRANSPARENCY

**BRIBERY AND CORRUPTION** Suppliers will comply with all applicable anti-bribery laws and with ContourGlobal's anti-corruption policies. Suppliers will not engage in any form of bribery or offer any improper incentives, including money or anything of value, to ContourGlobal employees, government officials, or any other person in connection with the supplier's business with ContourGlobal in order to obtain or retain business with ContourGlobal.

**GIFTS AND HOSPITALITY** Bribery and corruption may involve providing hospitality, accommodations, travel, meals, or gifts with corrupt intent or under circumstances where corrupt intent may be inferred. Suppliers may not provide any corporate hospitality or any other items of value to any government official or employee in an attempt to influence official action, i.e., with corrupt intent, in connection with the supplier's business with ContourGlobal. Any gift, travel, lodging, meal, hospitality, entertainment, or accommodation must comply with the ContourGlobal Anti-Corruption Guide and Code of Conduct and Business Ethics.

## HUMAN RIGHTS & LABOR

**CHILD LABOR** Suppliers will comply with all applicable child labor laws and only employ workers who meet the applicable minimum legal age requirement in the country.

**FORCED AND COMPULSORY LABOR** Suppliers will not use forced or involuntary labor, including indentured or slave labor.

**WAGES AND HOURS** Suppliers will comply with all applicable working time laws and pay overtime when required under law. Additionally, suppliers will comply with all applicable laws on wages and benefits.

**FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING** Suppliers will respect employees' lawful right of free association, as well as their lawful right to join, form or not to join a labor union or otherwise engage in collective bargaining.

**DISCRIMINATION AND HARASSMENT** Suppliers will not discriminate with respect to any condition of employment on the basis of race, color, national origin, sex, religion, age disability, HIV/AIDS status, trade union membership, sexual orientation or any particular characteristic unrelated to job performance and will comply with all applicable employment discrimination laws. Additionally, suppliers will maintain and enforce policies against harassment on this basis.

## HEALTH, SAFETY & ENVIRONMENTAL

**RESPECT THE ENVIRONMENT** Suppliers will comply with all applicable environmental laws and ContourGlobal's environmental policies, and will implement systems to manage environmental impacts.

**PROTECT HEALTH AND SAFETY** Suppliers will provide a safe and healthy workplace for their employees and comply with all applicable health and safety laws and ContourGlobal's health and safety policies.

## LEGAL REQUIREMENTS & COMPLIANCE

**COMPLIANCE** Suppliers will comply with all applicable laws in the provision of products or services to ContourGlobal, including but not limited to laws designed to prevent bribery, extortion, unfair trade practices and money laundering. Additionally, suppliers are expected to implement and maintain appropriate systems and controls sufficient to promote compliance with applicable laws and the principles in this Supplier Code, including policies, training, monitoring and auditing.

**CONFLICTS OF INTEREST** Suppliers will avoid any interaction with ContourGlobal employees that may conflict, or appear to conflict, with that employee's exercise of independent judgment in the best interests of ContourGlobal. This includes offering payments, gifts, entertainment, or other things of value (including employment opportunities) to ContourGlobal employees when to do so either would or would appear to interfere with that employee's duty of loyalty or other obligations to ContourGlobal.

**FAIR COMPETITION** Suppliers will comply with fair competition and anti-monopoly laws.

**ACCURATE ACCOUNTING AND BUSINESS RECORDS** Suppliers will keep accurate records of all matters related to the supplier's business with ContourGlobal, and with any sub-contractors working on ContourGlobal matters, and provide such records upon request.

**CONFIDENTIALITY OF INFORMATION** Suppliers may only use ContourGlobal's confidential information for authorized purposes and those necessary to discharge their contractual performance. Suppliers will protect ContourGlobal's confidential information and prevent its misuse, theft, fraud or improper disclosure. Suppliers will also safeguard sensitive or confidential information related to ContourGlobal that could impact ContourGlobal or its employees.

If a supplier violates the ContourGlobal Supplier Code of Conduct, ContourGlobal will require that the supplier implement a corrective action plan to cure the noncompliance within a

specified time period. If the supplier fails to remedy its violation within this timeframe, ContourGlobal may terminate the business relationship.



Dr. Fodisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04409 Markranstädt

28.07.2015

AGREEMENT TO TERMS: SIGNATURE

DATE



**VENDOR CERTIFICATION:**  
**SANCTIONS LAWS**

I Helmut Kaczmarek, on behalf of Dr. Födisch Umweltmesstechnik AG ("**Vendor**"), hereby certify to ContourGlobal L.P. and its affiliates, including ContourGlobal Maritsa East 3 AD as follows:

Neither the Vendor nor any of its directors, officers, employees or affiliates, agents or other persons acting on behalf of any of the foregoing is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on any Sanctions List; (ii) a government of a Sanctioned Country, (iii) an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country, (iv) located in, incorporated under the laws of, or acting on behalf of a person located in or organized under the laws of a Sanctioned Country; or (v) otherwise a target of Sanctions.

For purposes of this Certification, the following terms have the meanings set forth below:

**OFAC** means the Office of Foreign Assets Control of the U.S. Department of Treasury.

**Sanctioned Country** means any country or other territory subject to a general export, import, financial or investment embargo under any Sanctions, which, as of the date hereof, include Cuba, Iran, North Korea, North Sudan and Syria.

**Sanctions** means the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by OFAC, the United States Department of State, the United Nations Security Council, any United Nations Security Council Sanctions Committee, the European Union or its Member States, or any other relevant governmental authority.

**Sanctions List** means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, or any similar list maintained by, or public announcement of Sanctions designation made by, the United States Department of State, the European Union or its Member States, the United Nations Security Council, or any United Nations Security Council Sanctions Committee, each as amended, supplemented or substituted from time to time.

A handwritten signature in blue ink that reads "H. Kaczmarek".

Dr. Födisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04420 Markranstädt

Name: Helmut Kaczmarek

Title: Sales manager

Date: 28.07.2015





### CORRUPT PRACTICES POLICY COMPLIANCE STATEMENT

I, Helmut Kaczmarek, a contractor/ supplier of ContourGlobal (the "Company"), confirm that I have read and understand the Company's ***Corrupt Practices Policy***.

I further confirm that I agree to abide by the Policy and to review its terms prior to engaging in any activities on behalf of or in connection with the Company's business. If I have any questions concerning the Policy or its application, I will present them to Company's Chief Compliance Officer for review prior to taking any action.

ACKNOWLEDGED AND AGREED:

A handwritten signature in blue ink that reads "H. Kaczmarek".

Signature

Dr. Fodisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04420 Markranstädt

Date: 28.07.2015

CONTOURGLOBAL



DECLARATION

From: Dr. Födisch Umweltmesstechnik AG

[Counterparty] declares:

- Not to have performed activities that presented a conflict of interest with this Agreement (or the title of the Agreement)

[in case of an individual]

[Counterparty] declares:

- Not to have been in charge of a public office or entrusted in public service in the last 24 months with activities that involved, directly or indirectly, any companies belonging to ContourGlobal. Equally, as far as [Counterparty] knows it, these activities have not been carried out by their relatives.

[in case of a Company]

[Counterparty] declares:

- The top management (Chief Executive Officer, etc.)/ managers and their relatives (spouses and immediate family ) not to have been in charge of a public office or entrusted in public service in the last 24 months with activities that involved, directly or indirectly, any companies belonging to ContourGlobal.

-No portion of the sum invoiced herein has been paid to any government official for any unlawful purpose and all lawful payments to government entities for licenses, permits or other services are supported by receipts or appropriate documentation

Date: 28.07.2015

Place: Markranstädt

Signature: .....

Dr. Födisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04420 Markranstädt





**DECLARATION**

To art. 6, para. 2 Measures Against Money Laundering Act (MAMLA)

The undersigned: Dr. Holger Födisch  
(name, surname, family name)

PIN .....

Address: Gittelstraße 26, 04347 Leipzig, Germany

Citizenship: German

ID: L84K1270G

In my capacity of a legal representative (proxy-holder) of Dr. Födisch Umweltmesstechnik AG

Entered in the Register to HRB 17227

I declare that the beneficial owner as defined in Art. 6, para. 2 of the MAMLA, in connection with Art. 3, para. 5 of the Regulations for Implementing MAMLA of the abovementioned legal entity/entities is/are the following physical person/s:

1. Helmut Kaczmarek  
(name, surname, family name)

PIN.....

Address: Hallesche Strasse 85, 04469 Lützschena, Germany,

Citizenship: German

ID: C84V7F3WV

2. Hagen Amboldt  
(name, surname, family name)

PIN.....

Address: Kastanienweg 1, 06295 Sittichenbach

Citizenship: German

ID: C6MLZVHHM

I am aware that declaring untrue facts carries criminal liability pursuant to art. 313 of the Penal Code.

Date of declaration: 28.07.2015

Declarer: Dr. Holger Födisch /signature/

Dr. Födisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04430 Markranstädt

CONTOURGLOBAL



**СЕРТИФИЦИРАНЕ НА ДОСТАВЧИЦИ**  
**ЗАКОНИ ЗА НАЛАГАНЕ НА САНКЦИИ**

Аз Helmut Kaczmarek

( име, презиме и фамилия )

от името на Dr. Födisch Umweltmesstechnik AG ("**наименование на юридическото лице**")

с настоящото удостоверявам пред КонтурГлобал и нейните дъщерни дружества, в това число КонтурГлобал Марица Изток 3 АД следното:

Нито Доставчикът/Изпълнителят и нито който/което и да е от неговите директори, длъжностни лица, служители, дъщерни дружества, пълномощници или други лица действащи от името на някои от изброените по-горе: (i) са включени, са собственост или се контролират от лице, което е включено или действащо от името на лице включено в Списъка със санкционирани лица; (ii) са правителство на Санкционирана държава, (iii) са агенция, административен орган или юридическо лице, които пряко или косвено са собственост или се контролират от правителството на Санкционира държава, (iv) се намират, учредени са съгласно законите на или действат от името на лице, което се намира или подчинява на законите на Санкционирана държава; или (v) са обект на Санкции по друг начин.

За целите на настоящия сертификат, термините по-долу се тълкуват както следва:

**СКЧА** - Служба за контрол на чуждестранните активи към Министерството на финансите на САЩ.

**Санкционирана държава** - държава или друга териториална единица, на която е наложено общо ембарго за внос и износ, или финансово или инвестиционно такова съгласно Санкциите, които към настоящия момент включват Куба, Иран, Северна Корея, Северен Судан и Сирия.

**Санкции** - закони за икономическо санкциониране, разпоредби, правила или ограничителни мерки разпоредени, постановени или приложени от СКЧА, Държавния департамент на САЩ, Съвета за сигурност на ООН, всеки от Комитетите по санкциите на Съвета за сигурност на ООН, Европейския съюз или негова държава-членка или друг компетентен държавен орган.

**Списък със санкционирани лица** - списък с изрично посочени граждани или лица с блокиран достъп до финансовата система на САЩ, който се поддържа от СКЧА или подобен такъв поддържан или публично известие за налагане на Санкции от Държавния департамент на САЩ, Европейския съюз или държави-членки, Съвета за сигурност на ООН, или всеки от Комитетите по санкциите на Съвета за сигурност на ООН, заедно с регулярните изменения, допълнения или замени.

Дата: 28.07.2015

Подпис: Helmut Kaczmarek

Длъжност: Sales manager

Dr. Födisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04420 Markranstädt

CONTOURGLOBAL



**ДЕКЛАРАЦИЯ ЗА СПАЗВАНЕ НА АНТИКОРУПЦИОННАТА ПОЛИТИКА**

Аз, Helmut Kaczmarek изпълнител/доставчик на ContourGlobal (“Компанията”), потвърждавам, че съм прочел(а) и разбирам **Антикорупционната политика** на Компанията и **“Наръчника за антикорупционни политики и стратегии”** на Презокеанската корпорация за частни инвестиции (заедно наричани „Политиката“).

Също така потвърждавам, че съм съгласен да спазвам Политиката и да преглеждам нейните условия преди да предприема каквито и да било действия, които може да са в нарушение с нея. В случай, че имам въпроси относно нещо, което попада в приложното поле на Политиката, ще представя тези въпроси на вниманието на Главния юрисконсулт на Компанията, преди да предприема каквито и да било такива транзакции или действия.

ПРИЕМАМ И СЪМ СЪГЛАСЕН С УСЛОВИЯТА НА НАСТОЯЩАТА ДЕКЛАРАЦИЯ:

Подпис

Dr. Fodisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04429 Markranstädt

Дата: 28.07.2015 г.

CONTOURGLOBAL



## ДЕКЛАРАЦИЯ

От: Dr. Födisch Umweltmesstechnik AG

[Страната] декларирам, че:

- Не е извършвала дейности, които биха представлявали конфликт на интереси с този Договор (или името на Договора)

[за физически лица]

[Страната] декларира, че:

- Не е бил държавен служител или изпълнявал служба в публичната администрация през последните 24 месеца с дейност, която е засягала, директно или индиректно, някоя компания, която принадлежи на КонтурГлобал.

Също така, доколкото е известно (на страната), такива дейности не са извършвани от негови/нейни роднини.

[за юридически лица]

[Страната] декларира, че:

- Ръководните органи, в това число Изпълнителния Директор/Управителя и членовете на съветите и техните роднини – съпрузи и роднини по права линия, не са били държавни служители или изпълняващи служба в публичната администрация през последните 24 месеца с дейност, която е засягала, директно или индиректно, някоя компания, която принадлежи към КонтурГлобал.

- Никаква част от сумата, която се фактурира не е била платена на който и да било държавен служител, за каквато и да е незаконна цел и всички законни плащания към правителствени организации за издаване на лицензи, разрешителни или други услуги са придружени от квитанции или съответен документ

Дата: 28.07.2015

Място: Markranstädt

Signature: .....  


Dr. Födisch Umweltmesstechnik AG  
Zwenkauer Straße 159  
04400 Markranstädt

CONTOURGLOBAL



**ДЕКЛАРАЦИЯ**

по чл. 6, ал. 2 ЗМИП

Долуподписаният/ата: Dr. Holger Födisch  
(име, презиме, фамилия)

ЕГН ....., гражданство .....

постоянен адрес Gittelstraße 26, 04347 Leipzig, Germany

.....

документ за самоличност / л.к. № L84K1270G от дата .....

В качеството ми на законен представител (пълномощник) на фирма:

Dr. Födisch Umweltmesstechnik AG гр. Markranstädt

вписана в Търговски регистър с ЕИК № HRB 17227

Декларирам, че действителен собственик по смисъла на чл. 6, ал. 2 ЗМИП  
във връзка с чл. 3, ал. 5 ППЗМИП на горепосоченото юридическо лице е/са  
следното физическо лице/следните физически лица:

1. Helmut Kaczmarek  
(име, презиме, фамилия)

ЕГН ....., гражданство .....

постоянен адрес Hallesche Strasse 85, 04469 Lützschena, Germany,

.....

документ за самоличност № C84V7F3WV от дата .....

Дата на деклариране: 28.07.2015

Декларатор: .....

**Dr. Födisch Umweltmesstechnik AG**  
Zwenkauer Straße 159  
04420 Markranstädt

(подпис/