



KOZLODUY NPP EAD

Kozloduy 3321, Bulgaria, Tel.: +359 973 72020, Fax: +359 973 80591, E-mail: document@npp.bg

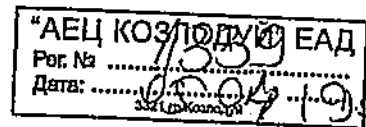
IMI "Th.Jansen-Armaturen GmbH",

Germany,

tel./fax: +49 6894 593 0, +49 6894 593 100

E-mail: Uve.Ammann@imi-critikal.com

or authorised representative



Re: Invitation for participation in a directly negotiated procedure

Dear Sir or Madam,

Based on Decision No 30П-Р- 49...../.....05..04.. 2019 to initiate an award procedure, Kozloduy NPP EAD invites you to a directly negotiated public procurement award procedure on the following subject-matter: "Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk, manufactured by IMI Th.Jansen-Armaturen GmbH".

The requirements for the procurement performance are specified in the Technical Specification and the Draft Contract.

The participant shall prove the absence of the circumstances under Article 54 of the Public Procurement Act and the specific national grounds for exclusion.

The contracting authority has not established any selection criteria in this public procurement.

Procurement award criteria – lowest price.

To participate in the negotiations, you shall submit a tentative tender. In order to declare your personal status, you are required to submit a European Single Procurement Document (ESPD) in compliance with Article 67 of the Public Procurement Act (PPA).

Your tender shall be valid for not less than 180 /one hundred and eighty/ calendar days as of the closing date for tender receipt.

The tender shall be received in the Central Registry Office of Kozloduy NPP EAD not later than 4:00 pm on 08 May 2019. The negotiations shall be held on 09 May 2019 starting at 10:00 am in a room of the Commercial Division, first floor.

Should you need any further information, please contact Ilza Borisova, Commercial

Division, Public Procurement Department, tel.: +359 973/ 72131; fax: +359 973/76007 e-mail: ~~-----~~
address IBDobрева@npp.bg .

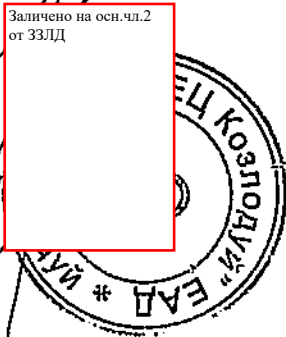
Attachments:

1. Terms of Reference No. 2018.30.BKO.TL.TCII.1973;
2. Standard form of a tender and instructions for completing the tender form;
3. Draft Contract.

Nasko Mihov

Chief Executive

Заличено на осн.чл.2
от ЗЗЛД



Nuclear power unit: 5, 6 power unit

System: TL

Administrative Unit: O-I-K-P, "P"-BKOC

TECHNICAL SPECIFICATION

No. 2018.30.BKO.TL.TCH.1973

for procurement of "O-rings" sealing rings for Th Jansen DN200, DN400, DN1600 isolation valves disk

1. Description of the procurement

1.1. Description of the equipment or materials to be manufactured and delivered

The "O-rings" sealing rings are a spare part for Th Jansen DN1600, DN400, DN200 isolation valves, elements of systems 5,6TL21, 5,6TL22, 5,6TL42 and 5,6TL48.

The purpose of 5,6TL21 ventilation system is to establish normal conditions for the service personnel in the 5, 6 Containment during refueling and maintenance works, air purification in 5, 6 Containment in accident and post accident conditions.

5,6TL48 ventilation system provides air supply for the individual pressure suits during the outage, as well as during maintenance and recovery activities after an accident in the 5, 6 Containment.

5,6TL22 and 5,6TL42 ventilation systems create dilution in 5, 6 Containment and the removal of the hydrogen.

2. Main characteristics of the equipment and materials

2.1. Equipment classification

For 5,6TL21 systems

-Safety class 3-H and Quality class SV in compliance with the current unit design. Seismic category 2.

For 5,6TL48 systems

-Safety class 4-H and Quality class NC-V in compliance with the current unit design. Seismic category 3.

For 5,6TL22 systems

-Safety class 3-H and Quality class SV in compliance with the current unit design. Seismic category 2.

For 5,6TL42 systems

-Safety class 2-JI and Quality class B in compliance with the current unit design. Seismic category 1.

2.2. Physical and geometrical characteristics

In compliance with Attachment No.1 of this Technical Specification.

2.3. Material characteristics

In compliance with Attachment No.1 of this Technical Specification.

2.4. Regulations and technical documentation

The supplied "O-rings" sealing rings shall be manufactured in compliance with the standards and the technological documentation of the manufacturer for the items, in accordance with the defined in Attachment No.1 specifications of the specified sealing rings.

2.5. Requirements to expiry date and service life

Minimum shelf life - not shorter than 24 months.

3. Packaging, transportation, temporary storage

3.1. Requirements to supply and packaging

The "O-rings" sealing rings for the specified isolation valves shall be delivered in original manufacturer package to ensure transportation and storage for the defined term without any damage and deviations from the characteristics.

3.2. Storage conditions

The storage conditions for the "O-rings" sealing rings for isolation valves shall be described and/or prescribed in compliance with the manufacturer's requirements.

4. Documents required upon delivery

The following documents shall accompany the goods delivered:

- Declaration/Certificate of Compliance;
- Technical requirements regarding the conditions for storage and installation of the rings.
- Passport with a warranty certificate.

The documents shall be submitted on paper with 1 copy in the original language, 3 copies in Bulgarian language (except for the certificates, records and declarations), and in electronic format by the use of scanning equipment (on CD - 1 pcs).

5. Receiving Inspection

The delivered "O-rings" sealing rings shall be subject to a general receiving inspection in compliance with the Quality procedure for the conduct of receiving inspection of the supplied raw materials, materials, and additional assembly items at Kozloduy NPP, ДОД.КД.ИИ.112.

ATTACHMENT 1: Technical Specifications (tabular form) - 1 pcs

Financing programme

Title of the financing programme (IP, PP, MP etc.)	No. of the programme measure/measure code according to MIS BaaN
<i>Maintenance programme 2019</i>	Programme 192 Measure 200002LO

TECHNICAL SPECIFICATIONS (TABULAR FORM) **to No. 2018.30.BKO.TL.TCIL.1973**

For Procurement of "O-rings" sealing rings for Th Jansen DN200, DN 400, DN 1600 isolation valves

No.	BAA N No.	Name	Technical data	Measure / Unit of measurement	Quantity	Standard, normative document, catalogue number, etc.	Other requirements
1	125305	Sealing ring	"O-ring" sealing ring for DN200 isolation valve disk Material silicone – MVQ, Operating temperature 60°C, maximum temperature 150°C, Shore hardness 70-75 shore	6	Pcs.	THJ-ASK DN 200	
2	125306	Sealing ring	"O-ring" sealing ring for DN400 isolation valve disk Material silicone – MVQ, Operating temperature 60°C, maximum temperature 150°C, Shore hardness 70-75 shore	10	Pcs.	THJ-ASK DN 400	
3	125307	Sealing ring	"O-ring" sealing ring for DN1600 isolation valve disk, material silicone – MVQ, Operating temperature 60°C, maximum temperature 150°C, Shore hardness 70-75 shore	10	Pcs.	THJ-ASK DN 1600	

/full name of the participant, business address, telephone and fax numbers, UIC and VAT No./

TO
KOZLODUY NPP EAD, Kozloduy

T E N D E R

for participation in a directly negotiated public procurement award procedure on the following subject-matter:

"Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk, manufactured by IMI Th.Jansen-Armaturen GmbH"

DEAR SIRs,

With the submittal of the tender we agree with all the conditions of the Contracting Authority, including the term of validity of the tender set by them and with the Draft Contract.

Our tender includes as follows:

I. Documents and information

I.1. European Single Procurement Document (ESPD) in compliance with the requirements of Article 67 of the PPA and the requirements of the Contracting Authority

I.2. Documents provided as means of evidence of the measures taken to demonstrate reliability (*where applicable*).

I.3. Documents referred to in Art. 37, Para.4 of the Rules on Implementation of the Act on Public Procurements (*where applicable*).

II.1. Technical Proposal

II.1. A proposal to perform the procurement in compliance with the technical specification and the Contracting Authority's requirements:

II.1.1. Specification of the offered goods to be delivered.

II.1.2. Documents, proving the compliance of the offered goods with the requirements of the technical specification (e.g. catalogues, specifications, diagrams, etc.).

II.2. Other information and/or documents, required by the Contracting Authority:

II.2.1. A document duly prepared by the manufacturer authorising the sale (distribution) of the goods in case the participant is not the manufacturer of the goods.

II.2.2. Proposal for change and/or supplement to the draft contract provisions, if any.

III. Price Proposal.

III.1. Price Schedule.

SIGNATURE AND SEAL:

_____ (name and surname)

_____ (date)

_____ (position of manager/authorised representative)

_____ (name of the participant)

**STANDARD FORM FOR THE EUROPEAN SINGLE PROCUREMENT
DOCUMENT (ESPD)**

**Part 1: Information concerning the procurement procedure and the
contracting authority or contracting entity**

For procurement procedures in which a call for competition has been published in the Official Journal of the European Union, the information required under Part 1 will be automatically retrieved, provided that the electronic ESPD service is used to generate and fill in the ESPD. Reference of the relevant notice, published in the Official Journal of the European Union, number [], date [], page [].
Notice number in the OJ S: [0000/0000-00000000]
If there is no call for competition in OJEU, the contracting authority or contracting entity must fill in the information allowing the procurement procedure to be unequivocally identified.
In case the publication of a notice in the Official Journal of the European Union is not required, please give other information allowing the procurement procedure to be unequivocally identified (e.g. reference of a publication at a national level).
http://www.kznpp.org/index.php?lang=bg&p=actuality&p1=communally_orders&id=4192

INFORMATION ABOUT THE PROCUREMENT PROCEDURE

The information required under Part 1 will be automatically retrieved, provided that the above-mentioned electronic ESPD service is used to generate and fill in the ESPD. If not, this information must be filled in by the economic operator.

Identity of the procurer³	Answer:
Name:	Kozloduy NPP EAD
Which procurement is concerned?	Answer:
Title or short description of the procurement ⁴	"Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk, manufactured by IMI Th.Jansen-Armaturen GmbH"
File reference number attributed by the contracting authority or contracting entity (if	40718

¹ Commission Services will make the electronic ESPD-service available, free of charge, for contracting authorities, contracting entities, economic operators, providers of electronic services and other interested parties.

² For contracting authorities: either a Prior Information Notice used as a means of calling for competition or a Contract Notice. For contracting entities: a Periodic Indicative Notice used as a means of calling for competition, a Contract Notice or a Notice on the Existence of a Qualification System.

³ Information to be copied from Section I, Point 1.1, of the relevant notice. In case of joint procurement, please indicate the names of all involved procurers.

⁴ See points III.1 and II.1.3 of the relevant notice

applicable) ⁵ :	
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All other information in all sections of the ESPD is to be filled in by the economic operator.

Part II: Information concerning the economic operator

A: INFORMATION ABOUT THE ECONOMIC OPERATOR

Identification:	Answer:
Name:	[]
VAT-number, if applicable: If no VAT-number is applicable, please indicate another national identification number, if required and applicable	[] []
Postal address:	[.....]
Contact person or persons ⁶ Telephone: E-mail: Internet address (web address) (if applicable):	[.....] [.....] [.....] [.....]
General information:	Answer:
Is the economic operator a Micro, a Small or a Medium-Sized Enterprise ⁷ ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Only in case the procurement is reserved ⁸ : Is the economic operator a	<input type="checkbox"/> Yes <input type="checkbox"/> No

⁵ See point II.1.1 of the relevant notice

⁶ Please repeat the information concerning contact persons as many times as needed.

⁷ Cf. Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, (OJ L 124, 20.5.2003, p. 36). This information is required for statistical purposes only. Micro enterprises: enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Small enterprises: an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million;

Medium enterprises, enterprises which are neither micro nor small and which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.

⁸ See contract notice point III.1.5

<p>sheltered workshop, a 'social business' or will it provide for the performance of the contract in the context of sheltered employment programmes? If yes, what is the corresponding percentage of disabled or disadvantaged workers? If required, please specify which category or categories of disabled or disadvantaged workers the employees concerned belong to?</p>	<p>[.....]</p> <p>[.....]</p>
<p>If applicable, is the economic operator registered on an official list of approved economic operators or does it have an equivalent certificate (e.g. under a national (pre)qualification system)?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable</p>
<p>If yes:</p> <p><u>Please answer the remaining parts of this Section, Sections B and, where relevant, C of this Part, complete Part V, where applicable, and, in any case, fill in and sign Part VI.</u></p> <p>(a) Please provide the name of the list or certificate and the relevant registration or certification number, if applicable:</p> <p>(b) <i>If the certificate of registration or certification is available electronically, please state:</i></p> <p>(c) Please state the references on which the registration or certification is based, and, where applicable, the classification obtained in the official list⁹:</p> <p>(d) Does the registration or certification cover all of the required selection criteria?</p> <p><u>If no:</u></p> <p><u>In addition, please complete the missing</u></p>	<p>(a) [.....]</p> <p>(b) (web address, issuing authority or body, precise reference of the documentation): [.....][.....][.....][.....]</p> <p>(c) [.....]</p> <p>(d) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(e) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

⁹ I.e. its main aim is the social and professional integration of disabled or disadvantaged persons.

¹⁰ The references and the classification, if any, are set out on the certification.

<p>information in Part IV, Sections A, B, C or D as the case may be ONLY if this is required in the relevant notice or procurement documents:</p> <p>(e) Will the economic operator be able to provide a certificate with regard to the payment of social security contributions and taxes or provide information enabling the contracting authority or contracting entity to obtaining it directly by accessing a national database in any Member State that is available free of charge? <i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....][.....]</p>
<p>Form of participation:</p>	<p>Answer:</p>
<p>Is the economic operator participating in the procurement procedure together with others ¹¹?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><i>If yes, please ensure that the others concerned provide a separate ESPD form.</i></p>	
<p>If yes:</p> <p>(a) Please indicate the role of the economic operator in the group (leader, responsible for specific tasks ...):</p> <p>(b) Please identify the other economic operators participating in the procurement procedure together:</p> <p>(c) Where applicable, name of the participating group:</p>	<p>(a): [.....]</p> <p>(b): [.....]</p> <p>(c): [.....]</p>
<p>Lots</p>	<p>Answer:</p>
<p>Where applicable, indication of the lot(s) for which the economic operator wishes to tender:</p>	<p>[]</p>

B: INFORMATION ABOUT REPRESENTATIVES OF THE ECONOMIC OPERATOR

Where applicable, please indicate the name(s) and address(es) of the person(s) empowered to represent the economic operator for the purposes of this procurement procedure:

¹¹ Notably as part of a group, consortium, joint venture or similar.

Representation, if any:	Answer:
Full name; accompanied by the date and place of birth, if required:	[.....] [.....]
Position/Acting in the capacity of:	[.....]
Postal address:	[.....]
Telephone:	[.....]
E-mail:	[.....]
If needed, please provide detailed information on the representation (its forms, extent, purpose ...):	[.....]

C: INFORMATION ABOUT RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

Reliance:	Answer:
Does the economic operator rely on the capacities of other entities in order to meet the selection criteria set out under Part IV and the criteria and rules (if any) set out under Part V below?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, please provide a separate ESPD form setting out the information required under Sections A and B of this Part and Part III for each of the entities concerned duly filled in and signed by the entities concerned.

Please note that this should also include any technicians or technical bodies not belonging directly to the economic operator's undertaking, especially those responsible for quality control and, in the case of public works contracts, the technicians or technical bodies upon whom the economic operator can call in order to carry out the work.

Insofar as it is relevant for the specific capacity or capacities on which the economic operator relies, please include the information under Parts IV and V for each of the documents concerned.

D: Information concerning subcontractors on whose capacity the economic operator does not rely

(Section to be filled in only if this information is explicitly required by the contracting authority or contracting entity)

Subcontracting:	Answer:
Does the economic operator intend to subcontract any share of the contract to	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes and in so far as known, please list the proposed subcontractors:

¹² E.g. for technical bodies involved in quality control: Part IV, Section C, point 3:

third parties?

[...]

If the contracting authority or contracting entity explicitly requests this information in addition to the information under this section, please provide the information required under Sections A and B of this Part and Part III for each of the (categories of) subcontractors concerned.

Part III: Exclusion grounds

A: GROUNDS RELATING TO CRIMINAL CONVICTIONS

Article 57 paragraph 1 of Directive 2014/24/EU sets the following reasons for exclusion:

- 13 Participation in a criminal organization*
- 14 Corruption*
- 15 Fraud*
- 16 Terrorist offences or offences linked to terrorist activities*
- 17 Money laundering or terrorist financing*
- 18 Child labour and other forms of trafficking in human beings*

<i>Grounds relating to criminal convictions under national provisions implementing the grounds set out in Article 57(1) of the Directive:</i>	<i>Answer:</i>
Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation):</i>

¹³ As defined in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

¹⁴ As defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, OJ C 195, 25.6.1997, p. 1, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54). This exclusion ground also includes corruption as defined in the national law of the contracting authority (contracting entity) or the economic operator.

¹⁵ Within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests (OJ C 316, 27.11.1995, p. 48).

¹⁶ As defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

¹⁷ As defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

¹⁸ As defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

of a conviction by final judgment for one of the reasons listed above, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?	[.....][.....][.....] ¹⁹
<p>If yes, please indicate ²⁰:</p> <p>(a) Date of conviction, specify which of points 1 to 6 is concerned and the reason(s) for the conviction,</p> <p>(b) Identify who has been convicted [];</p> <p>(c) Insofar as established directly in the conviction:</p>	<p>(a) Date: [], point(s): [], reason(s): []</p> <p>(b) [.....]</p> <p>(c) Length of the period of exclusion.[.....] and the point(s) concerned []</p> <p><i>If the relevant documentation is available electronically, please indicate: (web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]²¹</p>
In case of convictions, has the economic operator taken measures to demonstrate its reliability despite the existence of a relevant ground for exclusion ²² ('Self-Cleaning')?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please describe the measures taken ²³ :	[.....]

B: GROUNDS RELATING TO THE PAYMENT OF TAXES OR SOCIAL SECURITY CONTRIBUTIONS

<i>Payment of taxes or social security contributions:</i>	<i>Answer:</i>
Has the economic operator met all its obligations relating to the payment of taxes or social security contributions, both in the country in which it is established and in Member State of the contracting authority or contracting entity	<input type="checkbox"/> Yes <input type="checkbox"/> No

¹⁹ Please repeat as many times as needed.

²⁰ Please repeat as many times as needed.

²¹ Please repeat as many times as needed.

²² In accordance with national provisions implementing Article 57(6) of Directive 2014/24/EU.

²³ Taking into account the character of the crimes committed (punctual, repeated, systematic ...), the explanation should show the adequacy of the measures to taken.

if other than the country of establishment?		
<p>If not, please indicate:</p> <p>a) Country or Member State concerned;</p> <p>b) what is the amount concerned;</p> <p>c) How has this breach of obligations been established:</p> <p>1) through a judicial or administrative decision:</p> <ul style="list-style-type: none"> – Is this decision final and binding? – Please indicate the date of conviction or decision. – In case of conviction, insofar as established <u>directly</u> therein, the length of the period of exclusion: <p>2) by other means? Please specify:</p> <p>d) has the economic operator fulfilled its obligations by paying or entering into a binding arrangement with a view to paying the taxes or social security contributions due, including, where applicable, any interest accrued or fines?</p>	<p>Taxes</p>	<p>Social contributions</p>
	<p>(a) [.....]</p> <p>(b) [.....]</p> <p>(c1) [] Yes [] No</p> <p>– [] Yes [] No</p> <p>– [.....]</p> <p>– [.....]</p> <p>(c2) [.....]</p> <p>(d) [] Yes [] No</p> <p>If yes, please provide details:</p> <p>[.....]</p>	<p>(a) [.....]</p> <p>(b) [.....]</p> <p>(c1) [] Yes [] No</p> <p>– [] Yes [] No</p> <p>– [.....]</p> <p>– [.....]</p> <p>(c2) [.....]</p> <p>(d) [] Yes [] No</p> <p>If yes, please provide details:</p> <p>[.....]</p>
<p>If the relevant documentation concerning payment of taxes or social contributions is available electronically, please indicate:</p>		
<p>(web address, issuing authority or body, precise reference of the documentation)²⁴:</p> <p>[.....] [.....] [.....]</p>		

C: GROUNDS RELATING TO INSOLVENCY, CONFLICTS OF INTERESTS OR PROFESSIONAL MISCONDUCT²⁵

Please note that, for the purpose of this procurement, some of the following exclusion grounds may have been defined more precisely, in national law, in the relevant notice or the procurement documents. Thus, national law may for instance provide that the notion of "grave professional misconduct" may cover several different forms of conduct.

<p>Information concerning possible insolvency, conflict of interest or professional misconduct</p>	<p>Answer:</p>
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²⁴ Please repeat as many times as needed.

²⁵ See Article 57(4) of Directive 2014/24/EU

<p>Has the economic operator, to its knowledge, breached its obligations in the fields of environmental, social and labour law ²⁶?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, has the economic operator taken measures to demonstrate its reliability despite the existence of this ground for exclusion ('Self-Cleaning')?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If it has, please describe the measures taken: [.....]</p>
<p>Is the economic operator in any of the following situations:</p> <p>(a) Bankrupt, or</p> <p>(b) The subject of insolvency or winding-up proceedings, or</p> <p>(c) In an arrangement with creditors, or</p> <p>(d) In any analogous situation arising from a similar procedure under national laws and regulations ²⁷, or</p> <p>(e) That its assets are being administered by a liquidator or by the court, or</p> <p>(f) That its business activities are suspended?</p> <p>If yes:</p> <p>— Please provide details:</p> <p>— Please indicate the reasons for being able nevertheless to perform the contract, taking into account the applicable national rules and measures on the continuation of business in those circumstances ²⁸?</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>— [.....]</p> <p>— [.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i></p> <p>[.....][.....][.....]</p>

²⁶ As referred to for the purposes of this procurement in national law, in the relevant notice or the procurement documents or in Article 18(2) of Directive 2014/24/EU.

²⁷ See national law, the relevant notice or the procurement documents.

²⁸ This information needs not be given if exclusion of economic operators in one of the cases listed under letter a to f has been made **mandatory** under the applicable national law without any possibility of derogation where the economic operator is nevertheless able to perform the contract.

<p>Is the economic operator guilty of grave professional misconduct ²⁹?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No,</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If it has, please describe the measures taken:</p> <p>[.....]</p>
<p>Has the economic operator entered into agreements with other economic operators aimed at distorting competition?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If it has, please describe the measures taken:</p> <p>[.....]</p>
<p>Is the economic operator aware of any conflict of interest ³⁰ due to its participation in the procurement procedure?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the economic operator or an undertaking related to it advised the contracting authority or contracting entity or otherwise been involved in the preparation of the procurement procedure?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>
<p>Has the economic operator experienced that a prior public contract, a prior contract with a contracting entity or a prior concession contract was terminated early, or that damages or other comparable sanctions were imposed in connection with that prior contract?</p> <p>If yes, please provide details:</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p>If yes, has the economic operator taken self-cleaning measures?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

²⁹ Where applicable, see definitions in national law, the relevant notice or the procurement documents.

³⁰ As indicated in national law, the relevant notice or the procurement documents.

	<p>If it has, please describe the measures taken:</p> <p>[.....]</p>
<p>Can the economic operator confirm that:</p> <p>(a) It has not been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria,</p> <p>(b) It has not withheld such information,</p> <p>(c) It has been able, without delay, to submit the supporting documents required by a contracting authority or contracting entity, and</p> <p>(d) It has not undertaken to unduly influence the decision making process of the contracting authority or contracting entity, to obtain confidential information that may confer upon it undue advantages in the procurement procedure or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

D: OTHER EXCLUSION GROUNDS THAT MAY BE FORESEEN IN THE NATIONAL LEGISLATION OF THE CONTRACTING AUTHORITY'S OR CONTRACTING ENTITY'S MEMBER STATE

<i>Purely national exclusion grounds</i>	<i>Answer:</i>
<p>Do the purely national grounds of exclusion, which are specified in the relevant notice or in the procurement documents, apply?</p> <p><i>If the documentation required in the relevant notice or in the procurement documents is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i></p> <p>[.....][.....][.....]³¹</p>
<p>In case any of the purely national exclusion grounds apply, has the economic operator taken self-cleaning</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p>

³¹ Please repeat as many times as needed.

measures	
If it has, please describe the measures taken:	

Part IV: Selection criteria

Concerning the selection criteria (Section a or Sections A to D of this part), the economic operator declares that:

α: GLOBAL INDICATION FOR ALL SELECTION CRITERIA

The economic operator should only fill in this field in case the contracting authority or contracting entity has indicated in the relevant notice or in the procurement documents referred to in the notice that the economic operator can limit itself to filling in Section a of Part IV without having to fill in any other Section of Part IV.

<i>Meeting all required selection criteria</i>	<i>Answer</i>
It satisfies the required selection criteria:	<input type="checkbox"/> Yes <input type="checkbox"/> No

A: SUITABILITY

The economic operator should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.

<i>Suitability</i>	<i>Answer</i>
<p>(1) It is enrolled in the relevant professional or trade registers kept in the Member State of its establishment³²:</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>[.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i></p> <p>[.....][.....][.....]</p>
<p>(2) For service contracts:</p> <p>Is a particular authorisation or membership of a particular organisation needed in order to be able to perform the service in question in the country of</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, please specify which and indicate whether the economic operator has it:</p>

³² As described in Annex XI of Directive 2014/24/EU; economic operators from certain Member States may have to comply with other requirements set out in that Annex

establishment of the economic operator? <i>If the relevant documentation is available electronically, please indicate:</i>	[...] <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....] [.....] [.....]
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B: ECONOMIC AND FINANCIAL STANDING

The economic operator should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.

<i>Economic and financial standing</i>	<i>Answer:</i>
<p>(1a) Its ('general') yearly turnover for the number of financial years required in the relevant notice or the procurement documents is as follows:</p> <p>And/or,</p> <p>(1b) Its average yearly turnover for the number of years required in the relevant notice or the procurement documents is as follows³³ () :</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>year:[.....]turnover:[.....][...]currency year:[.....]turnover:[.....][...]currency year:[.....]turnover:[.....][...]currency</p> <p>(number of years, average turnover): [.....],[.....][.....]currency</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>
<p>(2a) Its yearly ('specific') turnover in the business area covered by the contract and specified in the relevant notice or the procurement documents for the number of financial years required is as follows:</p> <p>And/or,</p> <p>(2b) Its average yearly turnover in the area and for the number of years required in the relevant</p>	<p>year:[.....]turnover:[.....][...]currency year:[.....]turnover:[.....][...]currency year:[.....]turnover:[.....][...]currency</p> <p>(number of years, average turnover): [.....],[.....][.....]currency</p>

³³ Only if permitted in the relevant notice or the procurement documents.

<p>notice or the procurement documents is as follows³⁴ :</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>
<p>(3) In case the information concerning turnover (general or specific) is not available for the entire period required, please state the date on which the economic operator was set up or started trading:</p>	<p>[.....]</p>
<p>(4) Concerning the financial ratios³⁵ specified in the relevant notice or the procurement documents, the economic operator declares that the actual value(s) for the required ratio(s) is/are as follows:</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p>(identification of the required ratio- ratio between x and y³⁶ -and the value): [.....] [.....]³⁷</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>
<p>(5) The insured amount in its professional risk indemnity insurance is the following:</p> <p><i>If this information is available electronically, please indicate:</i></p>	<p>[.....], [.....] [...] currency</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>
<p>(6) Concerning the other economic or financial requirements, if any, that may have been specified in the relevant notice or the procurement documents, the economic operator declares that:</p> <p><i>If the relevant documentation that may have been specified in the relevant notice or the procurement documents, is available electronically, please indicate:</i></p>	<p>[.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>

³⁴ Only if permitted in the relevant notice or the procurement documents.

³⁵ E. g. the ratio between assets and liabilities.

³⁶ E. g. the ratio between assets and liabilities.

³⁷ Please repeat as many times as needed.

C: TECHNICAL AND PROFESSIONAL ABILITY

The economic operator should only provide information where the selection criteria concerned have been required by the contracting authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.

Technical and professional ability	Answer:								
<p>(1a) For public works contracts only:</p> <p>During the reference period³⁸, the economic operator has performed the following works of the specified type:</p> <p><i>If the relevant documentation concerning satisfactory execution and outcome for the most important works is available electronically, please indicate:</i></p>	<p>Number of years (this period is specified in the relevant notice or the procurement documents):[.....]</p> <p>Works:[.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>								
<p>(1b) For public supply and public service contracts only:</p> <p>During the reference period³⁹, the economic operator has delivered the following principal deliveries of the type specified or provided the following main services of the type specified: When drawing up the list, please indicate the amounts, dates and recipients, whether public or private⁴⁰:</p>	<p>Number of years (this period is specified in the relevant notice or the procurement documents): [.....]</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Description</th> <th style="width: 15%;">amount</th> <th style="width: 15%;">dates</th> <th style="width: 30%;">recipient</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Description	amount	dates	recipient				
Description	amount	dates	recipient						
<p>(2) It can call upon the following technicians or technical bodies⁴¹, especially those responsible for quality control:</p> <p>In the case of public works contracts, the economic operator will be able to call on the following technicians or technical bodies to carry out the work:</p>	<p>[.....]</p> <p>[.....]</p>								

³⁸ Contracting authorities may require up to five years and allow experience dating from more than five years.

³⁹ Contracting authorities may require up to three years and allow experience dating from more than three years.

⁴⁰ In other words, all recipients should be listed and the list should include both public clients and private clients for the supplies or services concerned.

⁴¹ For technicians or technical bodies not belonging directly to the economic operator's undertaking but on whose capacities the economic operator relies as set out under Part II, Section C, separate ESPD forms must be filled in.

<p>(3) It uses the following technical facilities and measures for ensuring quality and its study and research facilities are as follows:</p>	<p>[.....]</p>
<p>(4) It will be able to apply the following supply chain management and tracking systems when performing the contract:</p>	<p>[.....]</p>
<p>(5) <i>For complex products or services to be supplied or, exceptionally, for products or services which are required for a special purpose:</i></p> <p>The economic operator will allow checks⁴² to be conducted on the production capacities or the technical capacity of the economic operator and, where necessary, on the means of study and research which are available to it and on the quality control measures?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>(6) The following educational and professional qualifications are held by:</p> <p>(a) The service provider or the contractor itself, <i>and/or</i> (depending on the requirements set out in the relevant notice or the procurement documents)</p> <p>(b) Its managerial staff:</p>	<p>(a) [.....]</p> <p>(b) [.....]</p>
<p>(8) The economic operator's average annual manpower and the number of managerial staff for the last three years were as follows:</p>	<p>Year, average annual manpower: [.....],[.....], [.....],[.....], [.....],[.....], Year, number of managerial staff: [.....],[.....], [.....],[.....], [.....],[.....]</p>
<p>(9) The following tools, plant or technical equipment will be available to it for performing the contract:</p>	<p>[.....]</p>

⁴² The check is to be performed by the contracting authority or, in case the latter consents to this, on its behalf by a competent official body of the country in which the supplier or service provider is established;

(10) The economic operator intends possibly to subcontract ⁴³ the following proportion (i.e. percentage) of the contract:	[.....]
<p>(11) For public supply contracts:</p> <p>The economic operator will supply the required samples, descriptions or photographs of the products to be supplied, which do not need to be accompanied by certifications of authenticity;</p> <p>Where applicable, the economic operator furthermore declares that it will provide the required certificates of authenticity.</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....] [.....] [.....]</p>
<p>(12) For public supply contracts:</p> <p>Can the economic operator provide the required certificates drawn up by official quality control institutes or agencies of recognised competence attesting the conformity of products clearly identified by references to the technical specifications or standards, which are set out in the relevant notice or the procurement documents?</p> <p>If not, please explain why and state which other means of proof can be provided:</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....] [.....] [.....]</p>

D: QUALITY ASSURANCE SCHEMES AND ENVIRONMENTAL MANAGEMENT STANDARDS

The economic operator should only provide information where quality assurance schemes and/or environmental management standards have been required by the contracting

⁴³ Please note that if the economic operator has decided to subcontract a part of the contract and relies on the subcontractor's capacities to perform that part, then please fill in a separate ESPD for such subcontractors, see Part II, Section C above.

authority or contracting entity in the relevant notice or in the procurement documents referred to in the notice.

Quality Assurance Schemes and Environmental Management Standards	Answer:
<p>Will the economic operator be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with the required quality assurance standards, including accessibility for disabled persons?</p> <p>If not, please explain why and specify which other means of proof concerning the quality assurance scheme can be provided:</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....][.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>
<p>Will the economic operator be able to produce certificates drawn up by independent bodies attesting that the economic operator complies with the required environmental management systems or standards?</p> <p>If not, please explain why and specify which other means of proof concerning the environmental management systems or standards can be provided:</p> <p><i>If the relevant documentation is available electronically, please indicate:</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[.....][.....]</p> <p><i>(web address, issuing authority or body, precise reference of the documentation):</i> [.....][.....][.....]</p>

Part V: Reduction of the number of qualified candidates

The economic operator should only provide information where the contracting authority or contracting entity has specified the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates that will be invited to tender, or to conduct dialogue. This information, which can be accompanied by requirements concerning the (types of) certificates or forms or documentary evidence, if any, to be produced, is set out in the relevant notice or in the procurement documents referred to in the notice.

For restricted procedures, competitive procedures with negotiation, competitive dialogue procedures and innovation partnerships only:

The economic operator declares that:

<i>Reduction of numbers</i>	<i>Answer:</i>
<p>It meets the objective and non-discriminatory criteria or rules to be applied in order to limit the number of candidates in the following way:</p> <p>In case certain certificates or other forms of documentary evidence are required, please indicate for each whether the economic operator has the required documents: if some of these certificates or forms of documentary evidence are available electronically⁴⁴, please indicate for which:</p>	<p>[.....]</p> <p>[...] <input type="checkbox"/> Yes <input type="checkbox"/> No⁴⁵</p> <p>(web address, issuing authority or body, precise reference of the documentation):</p> <p>[.....][.....][.....][.....]⁴⁶</p>

Part VI: Concluding statements

The undersigned formally declare that the information stated under Parts II-V above is accurate and correct and that it has been set out in full awareness of the consequences of serious misrepresentation.

The undersigned formally declare to be able, upon request and without delay, to provide the certificates and other forms of documentary evidence referred to, except where:

a) the contracting authority or contracting entity has the possibility of obtaining the supporting documentation concerned directly by accessing a national database in any Member State that is available free of charge⁴⁷ or

b) as of 18 October 2018 at the latest⁴⁸ the contracting authority or contracting entity already possesses the documentation concerned.

The undersigned formally consent to [identify the contracting authority or contracting entity] set out in part I, Section A] gaining access to documents supporting the information which has been provided in [identify the Part/Section /Point(s) concerned] of this European Single Procurement Document for the purposes of [identify the procurement procedure: (summary description, reference of publication in the Official Journal of the European Union, reference number)].

Date, place and, where required or necessary, signature (s): [.....]

⁴⁴ Please indicate clearly, which item the answer relates to.

⁴⁵ Please repeat as many times as needed.

⁴⁶ Please repeat as many times as needed.

⁴⁷ On condition that the economic operator has provided the necessary information (web address, issuing authority or body, precise reference of the documentation) allowing the contracting authority or contracting entity to do so. Where required, this must be accompanied by the relevant consent to such access.

⁴⁸ Depending on the national implementation of the second subparagraph of Article 59 (5) of Directive 2014/24/EU.

_____ /full name of the participant, business address, telephone and fax numbers, UIC and VAT No./

SPECIFICATION

for participation in a directly negotiated public procurement award procedure on the following subject-matter:

“Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk,
manufactured by IMI Th.Jansen-Armaturen GmbH”

No.	ID	Name	Technical data	Standard, normative document, catalogue number, etc.	Validity /min. 24 months/	Delivery term	Unit	Quantity	Note
1	2	3	4	5	6	7	8	9	10
1									
...									
n									

Should any defects be identified during the shelf life, **THE CONTRACTOR** shall remedy the defects at their own expense and resources.
The defects shall be remedied within a period of days as of the date of the written claim submitted by the **CONTRACTING AUTHORITY**.
If the defect could not be remedied, **THE CONTRACTOR** shall deliver new Goods at their own expenses within days.

SIGNATURE AND SEAL:

_____ (name and family name)
 _____ (date)
 _____ (position of manager/authorised representative)
 _____ (name of the participant)

NOTE: It is obligatory for the participants to fill in all columns of the Annex (if applicable)

 /full name of the participant, business address, telephone and fax numbers, UIC and VAT No./
PRICE SCHEDULE

for participation in a directly negotiated public procurement award procedure on the following
subject-matter:

**"Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk,
manufactured by IMI Th.Jansen-Armaturen GmbH"**

Price Schedule for the Procurement Price Formation:

No.	ID	Name	Technical data	Unit	Quantity	Unit price	Total price
1	2	3	4	5	6	7	8
1							
2							
3							
PROPOSED PRICE in BGN, VAT excluded, in figures and words:							

SIGNATURE AND SEAL:

_____ (first name and family name)

_____ (date)

_____ (position of manager/authorised representative)

_____ (name of the participant)

INSTRUCTIONS

for tender preparation for participation in a directly negotiated procedure

1. General

- 1.1. The procedure and conditions for selecting a public procurement contractor follow the provisions of the Public Procurement Act (PPA) and the Rules on the implementation of the PPA.
- 1.2. A tender for participation in a directly negotiated public procurement procedure may be submitted by a participant who has received from the Contracting Authority an invitation in writing to take part in the procedure.
- 1.3. The Tenderer shall submit his tender to the address and within the time-scale specified in the invitation to tender (ITT).
- 1.4. When preparing the proposal, each Tenderer shall strictly adhere to the conditions stated by the Contracting Authority.
- 1.5. The tender package shall include documents and information, a technical proposal and a price proposal.
- 1.6. The tender package shall be a hard copy prepared in Bulgarian.
- 1.7. The Tenderer shall be entitled to make changes or supplements to the tender, or fully withdraw it until the submission closing date.
- 1.8. Related parties may not be independent Tenderers in one and the same procedure.
- 1.9. The Tenderer may use information in his tender proposal indicating he/she deems it confidential in connection with a present trade secret. When the Tenderer has invoked confidentiality, the relevant information shall not be disclosed by the Contracting Authority.
- 1.10. The Tenderer may not invoke confidentiality in terms of price.
- 1.11. All expenses related to the proposal preparation and submission are born by the Tenderer.

2. Requirements to the tender documents and information herein

The tender shall be prepared according to the standard form attached to the documentation and it contains a list of the submitted documents and declarations.

2.1. Documents and information about the conditions the tenderers shall comply with (including requirements for practising a professional activity, economic and financial standing, technical and professional abilities):

2.1.1. **European Single Procurement Document (ESPD) in compliance with the requirements of Article 67 of the PPA and the requirements of the Contracting Authority**

ESPD shall be signed in accordance with Articles 40 and 41 of the Rules on Implementation of the Act on Public Procurements and prepared as per the standard form, published on the buyer profile at:

http://www.kznpp.org/index.php?lang=bg&p=actuality&p1=communally_orders&psub=com_procedures&id=4192

ESPD shall be presented in the tender, in electronic format, digitally signed, which does not allow revision (PDF format, attached on a CD).

Instructions for the signing of the ESPD with electronic signature by the tenderers are published at http://www.kznpp.org/index.php?lang=bg&p=actuality&p1=communally_orders

By submitting a European Single Procurement Document (ESPD), the tenderer declares absence of grounds for exclusion from participation, and compliance with the selection criteria identified in the tender notification announcing the start-up of the procedure, namely:

* **circumstances as per art. 54, para.1 of the PPA:**

- In Part III, Section A, the Tenderer shall present information on the absence or presence of any circumstances as per art. 54, para 1, point 1 of the PPA concerning any convictions for the following crimes:

1. Participation in a criminal organisation – as per articles 321 and 321a of the Penal Code;
2. Corruption - as per articles 301-307 of the Penal Code;
3. Fraud - as per articles 209-213 of the Penal Code;
4. Terrorist offences or offences linked to terrorist activities - as per art. 108a, para 1 of the Penal Code;

5. Money laundering or terrorist financing – as per articles 253, 253a, or 253b of the Penal Code, and article 108a, para 2 of the Penal Code;

6. Child labour or other forms of human trafficking – as per articles 192a or 159a - 159d of the Penal Code.

- In Part III, Section C, area 1 of the ESPD, the Tenderer shall submit information on the absence or presence of any circumstances as per article 54, para 1, point 1 of the PPA regarding any crimes as per art. 172 and articles 352 – 353g of the Penal Code.

The tenderers provide data about any crimes, similar to those stated in case of effective conviction passed in another member country or a third country, as required in article 54, para 1, point 2 of the PPA.

- In Part III, Section B of ESPD, the tenderer shall provide information about the absence or availability of any circumstances as per article 54, para 1, point 3 of the PPA.

- In Part III, Section C of ESPD, the tenderer shall provide information about the absence or availability of any circumstances as per article 54, para 1, point 4-7 of the PPA.

***specific national grounds for exclusion:**

- verdict on crimes as per articles 194 – 208, articles 213a – 217, articles 219 – 252 and articles 254a – 255a and articles 256 - 260 of the Penal Code (art. 54, para. 1, point. 1 of the PPA);

- violations under art. 61, para. 1, art. 62, para. 1 or 3, art. 63, para. 1 or 2, art. 228, para. 3 of the Labour Code (art. 54, para. 1, point 6 of the PPA);

- violations under art. 13, para. 1 of the Labour Migration and Labour Mobility Act that came into force on 23.05.2018 (art. 54, para. 1, point 6 of the PPA);

- existence of links pursuant to para. 2, point 45 of the Additional Provisions of PPA between candidates/tenderers in the certain procedure (art. 107, point 4 of the PPA);

- availability of any circumstances as per article 3, point 8 of the Act on the Economic and Financial Relations with Companies Registered in Preferential Tax Regime Jurisdictions, the Persons Related to Them and Their Beneficial Owners;

- circumstances as per art. 69 of the Act on Counteracting Corruption and On Seizure of Illegally Acquired Property

- in Part III, Section D of ESPD, the tenderer shall provide information about the absence or availability of the identified specific national grounds for exclusion.

***information for the subcontractors**

In the ESPD the candidates shall state whether they intend to assign a share of the procurement to subcontractors, and if 'yes', they shall specify the subcontractors in Sections C or D of Part II of the ESPD, and the procurement type and share (percentage) they shall assign to each subcontractor - in Section C of Part IV, point 10 of the ESPD.

The subcontractors shall meet the relevant selection criteria according to type and share of the procurement tender work they are to implement, and verify there is absence of grounds for exclusion from the procedure.

Should a candidate use subcontractors, they shall be able to prove they will have at their disposal the subcontractors' resources, by providing evidence for the obligations of the subcontractors.

In case the candidate has specified that a subcontractor will be used, a separate ESPD, containing information as per art. 67, para.1 of the PPA, shall be submitted for each subcontractor.

***information for the use of third party capacity**

For a certain tender the candidates may refer to the capacity of third parties, notwithstanding the legal relationship between them, regarding the criteria connected with the economic and financial standing, technical and professional abilities.

The candidates specify the circumstances regarding the fact that they will or will not use the capacity of third parties in Section C of Part II of the ESPD.

Regarding the criteria connected with professional competence and experience to perform the procurement, the candidates or tenderers may refer to the capacity of third parties only if these entities will participate in the performance of the part of the procurement the capacity is required for.

The third parties shall comply with the selection criteria, for proving of which the candidate or tenderer refers to their capacity and for the third parties there shall be absence of grounds for

exclusion from the procedure.

In case a candidate refers to the capacity of third parties they shall be able to prove they will have at their disposal the third parties' resources, by providing documents for the obligations of the third parties.

In case the candidate has specified the use of third party capacity to prove conformity with the selection criteria, a separate ESPD shall be presented for each of these parties, containing information under art.67, para. 1 of the PPA.

***information for the associations**

In case of participation of associations, which are not legal entities, the compliance with the selection criteria is proven by the association-participant, not by each entity comprising the association, except for the relevant registration, submission of a certificate or another condition required to perform the procurement, in conformity with the requirements of a normative or administrative act and in accordance with the distribution of the parties' participation in the performance of the activities which has been provided for in the treaty establishing the association.

In case the candidate or tenderer is an association which is not a legal entity, an ESPD for each party to the association shall be submitted. An ESPD for the association shall be also submitted in case a declaration of circumstances, regarding the association, is required.

***information for a branch of a foreign entity**

A branch of a foreign entity may be an individual candidate or tenderer in a public procurement award procedure if they can individually submit applications for participation or tenders and conclude contracts in compliance with the legislation of their country of residence.

Should the branch refer to the vendor's resources in order to prove compliance with the requirements for technical and professional abilities, the branch shall present evidence that when performing the procurement they will have these resources at their disposal.

2.2. Technical Proposal containing:

2.2.1. A proposal to perform the procurement in compliance with the technical specification and the contracting authority's requirements:

2.2.1. Specification providing components, technical characteristics, origin, etc. that shall be specified to meet the requirements of the technical specification.

2.2.2. List of the documents to accompany the goods, as per the technical specification requirements №2018.30.BKO.TL.TCII.1973.

2.2.3. Proposal for change and/or supplement of the draft contract provisions, if any.

The document shall be presented in the form of a free text (in the original), signed by a person with representative functions.

2.3. Price proposal containing:

2.3.1. Price Schedule with single and total proposed price for procurement implementation in BGN (VAT exclusive) based on delivery condition DDP Kozloduy NPP (Incoterms 2010) including all costs of the delivery to relevant facility of the Contracting Authority, packaging, transport, rent, fees and other amounts due.

The Price Schedule shall be prepared as per the standard form under para. III attached to the tender; it shall be submitted in the original, signed by a person with representative functions.

Note:

➤ The typos and omissions in the Tender when determining the price shall be on the account of the Tenderers only.

➤ In the event of any calculation errors expressed in difference between unit and total price, the unit price shall be considered. In the event of any difference between the figures and words, the true shall be considered those in words.

3. Requirements for the Tender preparation

3.1. The tender and all documents which shall be part of it shall be submitted in original or authenticated if they are copies with a 'True to Original' label, a fresh stamp and signature of the individual representing the tenderer.

3.2. The documents and data sheets in the tender shall be signed only by the authorised representatives indicated in the Company Registration or Certificate of Good Standing and/or

~~authorized persons~~, which requires submission of a proxy.

3.3. The tender shall be submitted in Bulgarian on a hard copy. If the documents and information, the technical proposal and price proposal are in a foreign language, a translation is required.

3.4. No entries between the lines, deletions or any other corrections shall be allowed in the tender and attached documents unless authenticated by the signature of an authorised official and a fresh stamp.

3.5. It is advisable that the documents be arranged in a folder.

4. Tender collation and submission

4.1. The offer shall be submitted by the Tenderer or his authorised representative in a sealed, non-transparent envelope, either in person or via mail or other courier service using registered letter with acknowledgement of receipt. The Tenderer shall label the envelope with the name of the Tenderer, correspondence address, telephone and, if possible, fax and e-mail. There shall be inscription of the envelope "Tender for awarding a public procurement entitled: "Procurement of O-rings for Th Jansen GmbH DN200, DN400, DN1600 isolation valves disk, manufactured by IMI Th.Jansen-Armaturen GmbH".

4.2. The offer shall be sent to to following address: town of Kozloduy, Kozloduy NPP EAD, Central Registry Office.

4.3. The Tenderer shall ensure the tender receipt within the specified deadline and place. The costs for tender submission shall be born by the tenderer. The risk of a delay or loss of the tender shall be carried by the tenderer.

4.4. The Contracting Authority shall not pledge to assist the arrival of the tender on the address and within the deadline specified.

4.3. Upon receipt of the tender package, it shall be marked with the following information: number in the order of receipt, date and time of receiving. This information shall be written in a document issued to the bearer submitting the tender.

4.4. Tenders that have been submitted after the closing date for submission or are not in a sealed envelope or are with a broken integrity envelope shall not be accepted.

5. Tender review and holding of negotiations

5.1. A committee assigned by the Contracting Authority shall open the tender, review it and evaluate its compliance with the conditions set in the Invitation; then the committee shall hold negotiations with the invited tenderer to determine the contract clauses.

5.2. The committee may at any time request for additional data and documents from the Tenderer in order to evaluate the compliance of the tender with the conditions established by the Contracting Authority.

5.3. A written contract shall be signed with the Tenderer who has been selected as the Contractor.

5.4. Prior to signing of the public procurement contract, the Contracting Authority shall request from the Tenderer selected as the Contractor to submit updated documents certifying the declared circumstance pursuant to Art.54, para. 1 of the PPA if the Tenderer has not submitted them in the tender package, as well as compliance with the established conditions the Tenderers should comply with. The documents shall also be submitted for the subcontractors and third parties, if any, within a 7-day period as of their request.

5.5. The Contracting Authority invites the Tenderers to extend the term of validity of the tender when it is not expired. When the term has expired, the Contracting Authority invites the Tenderers to confirm the validity of their tenders for a new term set by them. A Tenderer who does not extend or confirm the term of validity of the tender shall be excluded from participation.

5.6. The Contracting Authority invites the Tenderer selected as the Contractor to extend the term of validity of the tender when it is not expired. When the term has expired, the Contracting Authority invites the Tenderer to confirm the validity of their tender for a new term set by them. In case the term of validity of the tender has not been extended or confirmed the latter shall be considered a refusal to conclude a contract.

5.7. In case the selected Contractor is a unpersonified association of physical and/or legal entities and the Contracting Authority has not provided for a requirement for establishment of a legal entity in the notice, the public procurement contract shall be concluded after the Contractor submits to the Contracting Authority an authenticated copy of Tax Registration Certificate and BULSTAT

registration or equivalent documents, in compliance with the legislation of the country of residence of the association.

6. Regarding any outstanding issues, the provisions of the Public Procurement Act and the Rules for the Implementation of the PPA shall be applied.

ДОГОВОР

№.....

Днес,2019 год., в гр.
Козлодуй между:

“АЕЦ Козлодуй” ЕАД, гр.
Козлодуй, вписано в търговския регистър
към Агенция по вписванията с ЕИК
106513772, със седалище и адрес на
управление: България, област Враца, община
Козлодуй, гр. Козлодуй 3320, представлявано
от Наско Асенов Михов – Изпълнителен
Директор, наричано по-нататък в Договора
ВЪЗЛОЖИТЕЛ, от една страна,

и
“.....”, гр.
....., вписано в търговския регистър към
Агенция по вписванията с ЕИК,
със седалище и адрес на управление
....., представлявано от
..... –, наричано
по-нататък в Договора ИЗПЪЛНИТЕЛ, от
друга страна и на основание чл. 183 от
Закона за обществените поръчки и във връзка
с Решение №/..... г. на
Изпълнителния директор на “АЕЦ Козлодуй”
ЕАД за класиране на офертата и определяне
на изпълнител на обществената поръчка с
предмет: “Доставка на “О-Пръстени” за
диск на херметични клапани тип Th
Jansen GmbH Ду200, Ду400, Ду1600,
производство на фирма IMI Th.Jansen-
Armaturen GmbH” се сключи настоящият
Договор за следното:

1. ПРЕДМЕТ НА ДОГОВОРА

1.1. ВЪЗЛОЖИТЕЛЯТ възлага и
заплаща, а ИЗПЪЛНИТЕЛЯТ приема да
извърши доставка на “О-Пръстени” за диск
на херметични клапани тип Th Jansen GmbH
Ду200, Ду400, Ду1600, производство на
фирма IMI Th.Jansen-Armaturen GmbH,
наричани за краткост “стока”, в обем,
номенклатура, технически данни и единични
цени, съгласно Приложение № 2 –
Техническа спецификация №
2018.30.BKO.TL.TCP.1973 на
ВЪЗЛОЖИТЕЛЯ, Приложение № 3 –
Техническо предложение на

CONTRACT

No.

As of today,2019, in the town
of Kozloduy, between:

Kozloduy NPP EAD, town of
Kozloduy, registered in the Trade Register at
the Registry Agency with UIC 106513772,
having its registered office in Bulgaria, Vratsa
region, Kozloduy municipality, town of
Kozloduy 3320, represented by Nasko Asenov
Mihov, Chief Executive Officer of the Company,
hereinafter referred to as the Contracting
Authority, on the one part

and
“.....”, the town of
....., registered in the Trade Register at the
Registry Agency with UIC, having
its registered office in,
represented by –
....., hereinafter referred to The
Contractor, on the other part, and on the
grounds of Article 183 of the Public
Procurement Act, and in relation to Decision
No. of the CEO of Kozloduy
NPP EAD, for ranking the offer and nominating
the Contractor for Public Procurement entitled:
“Procurement of O-rings for Th Jansen
GmbH DN200, DN400, DN1600 isolation
valves disk, manufactured by IMI Th.Jansen-
Armaturen GmbH”, this Contract has been
concluded for the following:

1. SUBJECT OF CONTRACT

1.1. THE CONTRACTING AUTHORITY
assigns and pays and THE CONTRACTOR
accepts to procure O-rings for Th Jansen GmbH
DN200, DN400, DN1600 isolation valves disk,
manufactured by IMI Th.Jansen-Armaturen
GmbH, hereinafter referred to as “the Goods”,
in the amount, nomenclature, technical data and
unit prices in accordance with Attachment 2 –
Technical Specification No.
2018.30.BKO.TL.TCP.1973 of the
CONTRACTING AUTHORITY, Attachment
No. 3 – Technical Proposal of the
CONTRACTOR and Attachment No. 4 – Price

ИЗПЪЛНИТЕЛЯ и Приложение № 4 –
Ценово предложение на **ИЗПЪЛНИТЕЛЯ** –
неразделна част от настоящия договор.

2. ЦЕНА И НАЧИН НА ПЛАЩАНЕ

2.1. Цената на настоящия договор е в размер на лева (словом) без ДДС при условие на доставка DDP АЕЦ Козлодуй, съгласно INCOTERMS 2010.

2.2. Цената е окончателна и валидна до пълното изпълнение на договора.

2.3. **ВЪЗЛОЖИТЕЛЯТ** заплаща цената по т. 2.1. чрез банков превод в срок до 30 календарни дни от приемане на доставката, срещу представени оригинална фактура, приемно-предавателен протокол и протокол за извършен общ входящ контрол без забележки.

2.4. Плащанията по настоящия договор ще бъдат извършвани чрез банков превод в полза на **ИЗПЪЛНИТЕЛЯ** по посочените във фактурата банкови реквизити.

3. СРОК ЗА ИЗПЪЛНЕНИЕ ДОГОВОРА

3.1. Доставката на стоките по настоящия договор ще бъде извършена в срок до (словом) календарни дни, считано от датата на двустранното му подписване.

3.2. **ИЗПЪЛНИТЕЛЯТ** има право на предсрочно изпълнение на предмета на договора, при което стойността му ще остане непроменена.

4. ПРЕДАВАНЕ НА СТОКАТА. ПРЕМИНАВАНЕ НА СОБСТВЕНОСТТА И РИСКА. ТРАНСПОРТИРАНЕ.

4.1. При предаване на стоката страните подписват приемно - предавателен протокол, който ги обвързва относно факта на предаването и отсъствието на явни недостатъци.

4.2. Собствеността и рискът от погиването и повреждането на стоката преминават върху **ВЪЗЛОЖИТЕЛЯ** в момента на подписването на протокол за входящ контрол без забележки.

4.3. **ИЗПЪЛНИТЕЛЯТ** транспортира стоката до склад "АЕЦ Козлодуй" ЕАД на свои разходи и риск.

4.4. Известие за готовност за експедиране трябва да бъде изпратено до "АЕЦ Козлодуй" ЕАД на факс 0973/72047 или е-

Proposal of the **CONTRACTOR** – integral part of this contract.

2. PRICE AND METHODS OF PAYMENT

2.1. The price of this contract amounts to BGN (..... in words), VAT excluded, under terms of delivery DDP Kozloduy NPP, according to INCOTERMS 2010.

2.2 The price shall be final and valid until the Contract completion.

2.3. The **CONTRACTING AUTHORITY** shall pay the price under item 2.1. through bank transfer within 30 (thirty) calendar days as of date of acceptance of the delivery upon submittal of an original invoice and taking-over certificate and general receiving inspection certificate without non-conformities.

2.4. The Payments under this Contract shall be accomplished through bank transfer for the benefit of **THE CONTRACTOR** on the bank details indicated in the invoice.

3. TIME FOR COMPLETION

3.1. The delivery of the goods under this Contract shall be completed in (..... in words) calendar days, as of the date of its bilateral signature.

3.2. **THE CONTRACTOR** shall be entitled to complete the Contract prior to the term set, which shall in no way affect the price.

4. DELIVERY OF THE GOODS. TRANSFER OF OWNERSHIP AND RISK. TRANSPORTATION.

4.1. Upon delivery of the Goods, the Parties shall sign a Taking-over Record, which is binding in terms of the goods delivery and lack of obvious defects.

4.2. Title and risk of loss and damage of the Goods shall be handed over to **THE CONTRACTING AUTHORITY** as of the date of signing the Receiving Inspection Certificate without non-conformities.

4.3. **THE CONTRACTOR** shall transport the Goods to a Kozloduy NPP EAD warehouse at their risk and cost.

4.4. A notification for preparedness to

mail: commercial@npp.bg, най-малко 3 (три) работни дни преди датата на експедиция на стоката.

4.5. Съпроводителната документация на експедираната стока трябва да съдържа:

- Декларация/Сертификат за съответствие;
- Технически изисквания относно условията за съхранение и монтаж на пръстените;
- Паспорт с гаранционна карта.

4.6. **ИЗПЪЛНИТЕЛЯТ** да достави и на оптичен носител копия от цялата документация на български език в оригинал.

4.7. За дата на доставка се счита датата на подписване на приемно-предавателния протокол, а за дата на приемане на доставката от **ВЪЗЛОЖИТЕЛЯ** се счита датата на подписан протокол за входящ контрол без забележки.

4.8. При получаване на стоки (материали, оборудване и др.), които не са комплектовани с необходимата съпроводителна документация съгласно т.4.5 или некомплектована доставка, на Изпълнителя се дава срок до 5 (пет) работни дни за отстраняване на несъответствията.

4.9. В случай на забава с отстраняването на забележките повече от определения съгласно т.4.7 срок, като по този начин **ИЗПЪЛНИТЕЛЯТ** възпрепятства приемането на стоката и оформяне на Протокол за проведен входящ контрол без забележки, в зависимост от заетата складова площ се фактурира наем за съответния тип складови площи, по следните единични цени:

- За закрити, отопляеми складови площи - 2.00 лв./ден за кв. м. без ДДС;
- За закрити, неотопляеми складови площи - 1.50 лв./ден за кв. м. без ДДС;
- За открити, неотопляеми складови площи - 1.00 лв./ден за кв. м. без ДДС.

4.10. За периода на отговорно пазене на стоките (до приемането им по реда на т. 4.7) се изготвя констативен протокол (стр.4 от протокола за входящ контрол), в който се описват всички данни, включително типа и размера на заетата складова площ. Протоколът се изготвя и подписва от комисията за провеждане на вх. контрол.

4.11. На основание изготвения констативен протокол **ВЪЗЛОЖИТЕЛЯТ** издава фактура за дължимия наем. Сумата може да бъде прихваната от задължението за плащане

dispatch the Goods shall be sent to Kozloduy NPP EAD on-fax: +359.973/72047 or e-mail: commercial@npp.bg, at least 3 (three) working days before the date of the dispatch of the Goods.

4.5. The accompanying documentation of the dispatched goods shall contain:

- Declaration/Certificate of Compliance;
- Technical requirements regarding the conditions for storage and installation of the O-rings;
- Passport with a warranty certificate.

4.6. **THE CONTRACTOR** shall provide digital copies of the whole documentation in Bulgarian in original. 4.7. The delivery date shall be considered the date of signing the Taking-over Record, while the date of the signed Receiving Inspection Record without non-conformities, shall be considered the date of Acceptance of the Goods by **THE CONTRACTING AUTHORITY**.

4.8. Upon receiving the goods (materials, equipment, etc.) which are not accompanied by the necessary accompanying documentation according to item 4.5, or are incomplete delivery, **THE CONTRACTOR** shall be given a period of 5 (five) working days to resolve the non-conformities.

4.9. In case of delay in correction of the non-conformities longer than the term indicated in item 4.7, thus **THE CONTRACTOR** preventing the acceptance of the Goods and signature of the Receiving Inspection Certificate without non-conformities, depending on the storage area occupied, the rent for the relevant type of warehouse shall be invoiced with the following single price:

- For indoor, heated warehouse area - 2.00 BGN/day per square meter VAT exclusive;
- For indoor, unheated warehouse area - BGN 1.50 /day per square meter VAT exclusive;
- For outdoor, unheated warehouse area - BGN 1.00 /day per square meter VAT exclusive.

4.10. For the period of safe keeping of the Goods (till the day of their acceptance under item 4.7) a Record of Findings (page 4 of the Receiving Inspection Certificate), shall be drawn which includes all details, including the type and size of the occupied warehouse area. The Record shall be prepared and signed by the Receiving Inspection Committee.

4.11. Based on the prepared Record, **THE CONTRACTING AUTHORITY** shall issue an invoice for the rent due. The amount may be deducted from the amount due for payment of

на приетата доставка. Сумата също може да бъде заплатена от **ИЗПЪЛНИТЕЛЯ** в брой на каса или чрез банков превод по сметка на **ВЪЗЛОЖИТЕЛЯ**.

5. КАЧЕСТВО, ГАРАНЦИИ И РЕКЛАМАЦИИ

5.1. Стоките, предмет на настоящия договор, ще бъдат доставени с качество, отговарящо на стандартите, приложимите нормативни документи и условията на настоящия договор, и потвърдено с декларация/сертификат за съответствие.

5.2. На стоката, предмет на настоящия договор, ще бъде извършен входящ контрол от **ВЪЗЛОЖИТЕЛЯ** в присъствието на **ИЗПЪЛНИТЕЛЯ** или упълномощено от него лице, при който се проверяват комплектността на стоката и наличието на всички необходими документи. При констатиране на видими дефекти или несъответствия на стоката с приложените документи, **ВЪЗЛОЖИТЕЛЯТ** не приема стоката. В случай, че **ИЗПЪЛНИТЕЛЯТ** не осигури свой представител при провеждането на входящия контрол, се счита че същият приема всички констатации, вписани в протокола от представителите на **ВЪЗЛОЖИТЕЛЯ**.

5.3. За стоките, предмет на настоящия договор, се установява срок на годност при съхранение /не по-малко от 24 месеца/..... (словом).

5.4. Ако в рамките на срока на годност се установят дефекти, **ИЗПЪЛНИТЕЛЯТ** ги отстранява със свои сили и за своя сметка. Отстраняването на дефектите трябва да се извърши в срок от дни от датата на писмената reklamacия на **ВЪЗЛОЖИТЕЛЯ**.

5.5. Ако се установи, че дефектът не може да бъде отстранен, **ИЗПЪЛНИТЕЛЯТ** доставя нови стоки за своя сметка в срок от дни. Върху новодоставената стока се установява нов срок на годност, равен на този от т.5.4.

5.6.

5.7. Рекламации за появили се дефекти трябва да се извършват не по-късно от 30 /тридесет/ дни от датата на изтичане на гаранционния срок /т. 5.4./.

5.8. Рекламациите се оформят в писмен вид и трябва да съдържат описание на появилия се дефект, както и всички изисквания на **ВЪЗЛОЖИТЕЛЯ**, след удовлетворяване на които reklamacията се счита за уредена.

the delivery accepted. The amount can also be paid by **THE CONTRACTOR** in cash or by bank transfer for the benefit of **THE CONTRACTING AUTHORITY**.

5. QUALITY, WARRANTIES AND CLAIMS

5.1. The Goods, subject of this Contract, shall be delivered with the quality complying with the quality standards, applicable regulations and the terms of this Contract, and verifying with the declaration/certificate of conformity.

5.2. The Goods, subject of this Contract, shall be subject to receiving inspection by **THE CONTRACTING AUTHORITY** in the presence of **THE CONTRACTOR** or its authorised representative, to check the completeness of the delivery and availability of all necessary documents. Having found out any defects or no- conformities of the Goods with the supporting documents, **THE CONTRACTING AUTHORITY** shall not accept the Goods. Should the **CONTRACTOR** fail to provide a representative for the receiving inspection, it shall be considered that the **CONTRACTOR** accepts all the findings recorded in the Receiving Inspection Certificate by **THE CONTRACTING AUTHORITY** representatives.

5.3. For the goods subject to this contract, the shelf life for storage /not less than 24 months/..... (..... in words) shall be established.

5.4. Should any defects be identified during the shelf life, **THE CONTRACTOR** shall remedy the defects at their own expense and resources. The defects shall be remedied within a period of days as of the date of the written claim submitted by the **CONTRACTING AUTHORITY**.

5.5. If the defect could not be remedied, **THE CONTRACTOR** shall deliver new Goods at their own expenses within days. A new shelf life period shall be established on the new Goods delivered, which shall be equal to the one stated in item 5.4.

5.6. Claims for any defects shall be made not later than 30 (thirty) days as of the expiry date of the defects notification period (item 5.4./.

5.7. The claims shall be in writing and include a description of the defect found, as well as all the requirements of the **CONTRACTING AUTHORITY**, which fulfilment shall consider the claim settled.

6. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

6.1. Договорът влиза в сила от момента на двустранното му подписване.

6.2. ИЗПЪЛНИТЕЛЯТ не следва да представя гаранция за изпълнение съгласно раздел 2 на Приложение № 1 – Общи условия на договора.

6.3. Неразделна част от настоящия договор са следните приложения:

Приложение № 1 – Общи условия на договора;

Приложение № 2 – Техническо задание № 2018.30.BKO.TL.TCP.1973;

Приложение № 3 – Техническо предложение на ИЗПЪЛНИТЕЛЯ;

Приложение № 4 – Ценово предложение на ИЗПЪЛНИТЕЛЯ.

6.4. Отговорно лице по изпълнението на настоящия договор от страна на ВЪЗЛОЖИТЕЛЯ е

....., тел.: 0973/7.....

6.5. Отговорно лице по изпълнението на настоящия договор от страна на ИЗПЪЛНИТЕЛЯ е

....., тел.:

6.6. Настоящият договор е подписан в два еднообразни екземпляра - по един за всяка от страните.

7. ЮРИДИЧЕСКИ АДРЕСИ

ИЗПЪЛНИТЕЛ:

IMI "Th.Jansen-Armaturen GmbH "

Германия

Факс (Tel.):

ЕИК:

ИН по ДДС:

/ /

ВЪЗЛОЖИТЕЛ:

„АЕЦ Козлодуй“ ЕАД

3321 Козлодуй

РЕПУБЛИКА БЪЛГАРИЯ

тел./факс: +359/ 973/7 35 30; 973/7 60 27

ЕИК: 106513772

ИН по ЗДДС: BG 106513772

ИЗПЪЛНИТЕЛЕН ДИРЕКТОР

/НАСКО МИХОВ/

6. FINAL PROVISIONS

6.1. This Contract shall become effective as of the date of its bilateral signing.

6.2. THE CONTRACTOR should not submit Performance Guarantee in accordance with Section 2 of Attachment 1 - General Conditions of Contract.

6.3. The following attachments are an integral part of this contract:

Attachment No.1 – Contract General Terms and Conditions;

Attachment No.2 – Term of Reference No.2018.30.BKO.TL.TCP.1973;

Attachment No.3 - Technical Proposal of THE CONTRACTOR;

Attachment No.4 – Price Proposal of THE CONTRACTOR.

6.4. The responsible individual for the implementation of this contract on behalf of the CONTRACTING AUTHORITY is

....., tel.: +359 973/7.....

6.5. The responsible individual for the implementation of this contract on behalf of the CONTRACTOR is

....., tel.:

6.6. This contract is signed in two identical copies - one copy for each of the Parties.

7. LEGAL ADDRESSES

CONTRACTOR:

IMI "Th.Jansen-Armaturen GmbH "

Germany

Факс (Tel.):

UIC:

VAT No.

/ /

CONTRACTING AUTHORITY

KOZLODUY NPP EAD

3321 Kozloduy

THE REPUBLIC OF BULGARIA

tel./fax: +359/ 973/7 35 30; +359/ 973/7 60 27

UIC: 106513772

VAT No.: BG 106513772

CHIEF EXECUTIVE OFFICER

/NASKO MIHOV/

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. RULE OF THE IMPLEMENTING THE GENERAL TERMS AND CONDITIONS OF CONTRACT

1.1. These General Terms and Conditions of Contract shall be applied to all contracts concluded by Kozloduy NPP plc in its capacity of **THE CONTRACTING AUTHORITY**.

1.2. The General Terms and Conditions shall be an integral part of the Contract and shall be read together and construed with it.

1.3. Clauses included in the General Terms and Conditions that are not relevant to the subject of the Main Contract shall be considered inapplicable.

1.4. The procedure for work of external organizations at the Kozloduy NPP plc site shall comply with the effective plant written procedure "Quality Procedure Work of External Organizations under a Contract, ID. No. ДБК.КД.ИН.028.

1.5. When performing public procurement contracts, **THE CONTRACTORS** and the subcontractors thereof shall be obliged to comply with all applicable rules and requirements related to the environmental protection, social and labour law, applicable collective agreements and/or international environmental, social and labour law provisions listed in Annex 10 to Article 115 of the Public Procurement Act.

2. PERFORMANCE GUARANTEE

2.1. Upon the Contract signature, **THE CONTRACTOR** shall submit a Performance Guarantee in the amount of 5 % (five percent) of the Contract price, paid cash, an irrevocable, unconditionally payable bank guarantee or insurance with a period of validity 30 days longer than the validity of the Contract, which shall be released not later than 15 business days following the effective performance of the Contract confirmed by a written notice given by **THE CONTRACTOR** to **THE CONTRACTING AUTHORITY** with current bank details.

2.2. When the subject of procurement includes a warranty maintenance service, **THE CONTRACTING AUTHORITY** shall define in the specific terms and conditions of the contract the share of the performance warranty to provide

ОБЩИ УСЛОВИЯ НА ДОГОВОРА

1. РЕД ЗА ПРИЛАГАНЕ НА ОБЩИТЕ УСЛОВИЯ ПО ДОГОВОР

1.1. Общите условия към договора се прилагат за всички договори сключвани от "АЕЦ Козлодуй" ЕАД като **ВЪЗЛОЖИТЕЛ**.

1.2. Общите условия са неразделна част от договора и не могат да се разглеждат самостоятелно.

1.3. Клаузите, съдържащи се в общите условия по договора, които нямат отношение към предмета на основния договор се считат за неприложими.

1.4. Редът за работата на външни организации на площадката на "АЕЦ Козлодуй" ЕАД е съгласно действащата писмена инструкция "Инструкция по качество. Работа на външни организации при сключен договор", № ДБК.КД.ИН.028.

1.5. При изпълнението на договорите за обществени поръчки **ИЗПЪЛНИТЕЛИТЕ** и техните подизпълнители са длъжни да спазват всички приложими правила и изисквания, свързани с опазване на околната среда, социалното и трудовото право, приложими колективни споразумения и/или разпоредби на международното екологично, социално и трудово право, съгласно приложение № 10 към чл. 115 на Закона за обществените поръчки.

2. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

2.1. **ИЗПЪЛНИТЕЛЯТ** следва да представи при подписване на договора гаранция за изпълнение на договора в размер на 5 % (пет процента) от стойността му - парична сума, неотменима, безусловно платима банкова гаранция или застраховка със срок на валидност 30 дни по-дълъг от този на договора, която се освобождава не по-късно от 15 работни дни след ефективно изпълнение на предмета на договора, за което **ИЗПЪЛНИТЕЛЯТ** изпраща писмо до **ВЪЗЛОЖИТЕЛЯ** с актуални банкови реквизити.

2.2. Когато предметът на поръчката включва гаранционно поддържане, **ВЪЗЛОЖИТЕЛЯТ** определя в специфичните условия на договора каква част от гаранцията за изпълнение е предназначена за обезпечаване на

for the warranty maintenance service. Unless explicitly stated in the specific contract terms and conditions, the performance warranty shall be released upon contract effective completion in accordance with paragraph 2.1.

2.3. In cases where the subject of contract is performed in stages, **THE CONTRACTING AUTHORITY** shall partially release the performance guarantee upon completion and acceptance of a certain stage of the contract as follows:

2.3.1. In case of a bank performance guarantee, **THE CONTRACTOR** shall replace the guarantee with a new value reduced bank performance guarantee in proportion to the completed and accepted contract stages.

2.3.2. In case the performance guarantee is a cash deposit, **THE CONTRACTING AUTHORITY** shall reimburse **THE CONTRACTOR** for the relevant amount of the performance guarantee in proportion to the amount of the completed and accepted stages upon receiving a written request by **THE CONTRACTOR** with current bank details.

2.3.3. In case of insurance securing performance by covering the liability of **THE CONTRACTOR**, **THE CONTRACTOR** shall replace the insurance policy with a new insurance policy for a value reduced in proportion to the completed and accepted contract stages.

2.4. Should **THE CONTRACTOR** fail to fulfil its obligations under the Contract, the performance guarantee shall be retained by **THE CONTRACTING AUTHORITY**.

2.5. **THE CONTRACTING AUTHORITY** shall not pay interest on the funds under Clause 2.1 of the Contract for the period they have been in legal possession therein.

3. RIGHTS AND OBLIGATIONS UNDER THE CONTRACT

3.1. The rights and obligations of the parties are established in the Contract.

3.2. **THE CONTRACTOR** shall not be entitled to transfer its contractual obligations or any part of them to a third party.

4. SUBCONTRACTORS

гаранционното поддържане. В случай че това не е изрично указано в специфичните условия на договора, гаранцията за изпълнение се освобождава след ефективно изпълнение на договора, съгласно т.2.1.

2.3. В случаите, когато предметът на договора се изпълнява на етапи, при завършване и приемане на определен етап от договора **ВЪЗЛОЖИТЕЛЯТ** освобождава частично гаранцията за изпълнение на договора, както следва:

2.3.1. При банкова гаранция за изпълнение на договора, **ИЗПЪЛНИТЕЛЯТ** заменя гаранцията с нова, за стойност намалена пропорционално със стойността на завършените и приети етапи.

2.3.2. При парична гаранция за изпълнение на договора **ВЪЗЛОЖИТЕЛЯТ** връща на **ИЗПЪЛНИТЕЛЯ** съответната част от гаранцията за изпълнение, пропорционално на стойността на завършените и приети етапи, след получаване на писмено искане от страна на **ИЗПЪЛНИТЕЛЯ** с актуални банкови реквизити.

2.3.3. При застраховка, която обезпечава изпълнението на договора чрез покритие на отговорността на **ИЗПЪЛНИТЕЛЯ**, **ИЗПЪЛНИТЕЛЯТ** заменя застрахователната полица с нова, за стойност намалена пропорционално със стойността на завършените и приети етапи.

2.4. Гаранцията за изпълнение се задържа от **ВЪЗЛОЖИТЕЛЯ** при неизпълнение на задълженията, поети от **ИЗПЪЛНИТЕЛЯ** по този договор.

2.5. **ВЪЗЛОЖИТЕЛЯТ** не дължи лихви за периода през който средствата по т. 2.1. от договора законно са престояли при него.

3. ПРАВА И ЗАДЪЛЖЕНИЯ ПО ДОГОВОРА

3.1. Правата и задълженията на страните са регламентирани в договора.

3.2. **ИЗПЪЛНИТЕЛЯТ** няма право да прехвърля своите задължения по договора или част от тях на трета страна.

4. ПОДИЗПЪЛНИТЕЛИ

4.1. When subcontractors are involved for the performance of the Contract, all applicable regulations of the Public Procurement Act shall be valid for **THE CONTRACTOR** and the subcontractors.

4.2. **THE CONTRACTOR** shall be obliged to conclude a subcontract with the subcontractors indicated in the tender within 30 days as of the Contract signature. **THE CONTRACTOR** shall submit to **THE CONTRACTING AUTHORITY** a certified copy of the contract in a 3-day period as of its signature together with evidence that the subcontractor complies with the selection criteria and there are no reasons for their rejection.

4.3. **THE CONTRACTOR** shall be obliged to submit in a timely manner all documents and information about the subcontracts to **THE CONTRACTING AUTHORITY** in accordance with the Public Procurement Act.

4.4. **THE CONTRACTOR** shall be fully and solely responsible before **THE CONTRACTING AUTHORITY** for the contract performance, including the activities of the Subcontractors. **THE CONTRACTOR** shall be responsible for the activities of the subcontractors as its own activities.

4.5. **THE CONTRACTOR** shall be responsible for the quality control of the work and adherence to the requirements for safety at work for the personnel of the Subcontractors.

4.6. **THE CONTRACTOR** shall be entitled to nominate competent officials to exercise control over the work of subcontractors.

4.7. All the conditions for **THE CONTRACTOR** to perform the contract shall be fully applied to the Subcontractors. **THE CONTRACTOR** shall be responsible for complying with this contractual provision.

4.8. The communications between **THE CONTRACTING AUTHORITY** and the Subcontractors under the Contract shall be performed only through **THE CONTRACTOR**.

4.9. **THE CONTRACTING AUTHORITY** shall be entitled to conduct inspections and checks of on site work, as well as audits of the subcontractors according to the procedure established for **THE CONTRACTOR**.

4.10. Where the portion of the procurement which is performed by a subcontractor may be delivered as a separate site of **THE CONTRACTOR** or **THE CONTRACTING AUTHORITY**, **THE CONTRACTING AUTHORITY** shall pay to the

4.1. При участие на подизпълнители при изпълнението на предмета на договора, то за **ИЗПЪЛНИТЕЛЯ** и за подизпълнителя са валидни всички приложими разпоредби на Закона за обществените поръчки.

4.2. **ИЗПЪЛНИТЕЛЯТ** се задължава да сключи договор за подизпълнение с посочените в офертата му подизпълнители в срок до 30 дни от сключване на настоящия договор. **ИЗПЪЛНИТЕЛЯТ** предоставя на **ВЪЗЛОЖИТЕЛЯ** заверено копие на договора в 3-дневен срок от подписването му, заедно с доказателства, че подизпълнителят отговаря на критериите за подбор и за него не са налице основания за отстраняване.

4.3. **ИЗПЪЛНИТЕЛЯТ** се задължава своевременно да предоставя на **ВЪЗЛОЖИТЕЛЯ** всички документи и информация по договорите за подизпълнение съгласно Закона за обществените поръчки.

4.4. **ИЗПЪЛНИТЕЛЯТ** е изцяло и единствено отговорен пред **ВЪЗЛОЖИТЕЛЯ** за изпълнението на договора, включително и за действията на подизпълнителите. **ИЗПЪЛНИТЕЛЯТ** отговаря за действията на подизпълнителите като за свои действия.

4.5. **ИЗПЪЛНИТЕЛЯТ** носи отговорност за контрол на качеството на работата и спазване на изискванията за безопасна работа на персонала на подизпълнителите си.

4.6. **ИЗПЪЛНИТЕЛЯТ** се задължава да определи компетентни длъжностни лица, които да извършват контрол на работата на подизпълнителите.

4.7. Всички условия за изпълнение на договора определени към **ИЗПЪЛНИТЕЛЯ** важат в пълна сила и за неговите подизпълнители. Отговорност за осигуряване на това условие от договора носи **ИЗПЪЛНИТЕЛЯ**.

4.8. Комуникацията между **ВЪЗЛОЖИТЕЛЯ** и Подизпълнителите по договора се осъществява само чрез **ИЗПЪЛНИТЕЛЯ**.

4.9. **ВЪЗЛОЖИТЕЛЯТ** има право да прави инспекции и проверки на работата на площадката и одити на подизпълнители, по реда по който същите се извършват за **ИЗПЪЛНИТЕЛЯ**.

4.10. В случаите, когато част от поръчката, която се изпълнява от подизпълнител, може да бъде предадена като отделен обект на **ИЗПЪЛНИТЕЛЯ** или на **ВЪЗЛОЖИТЕЛЯ**, **ВЪЗЛОЖИТЕЛЯТ** заплаща възнаграждение за

subcontractor remuneration for that part.

4.11. Payments under paragraph 4.10 shall be made on the basis of a claim addressed by the subcontractor to **THE CONTRACTING AUTHORITY** through **THE CONTRACTOR**, which shall be obliged to provide the said claim to **THE CONTRACTING AUTHORITY** within a 15-day period of receipt thereof. **THE CONTRACTOR** shall accompany the claim by an statement showing whether **THE CONTRACTOR** disputes the payments or part thereof as undue. **THE CONTRACTING AUTHORITY** shall be entitled to refuse payment when the claim for the payment has been disputed until the reason for refusal has been removed.

4.12. Replacement or subcontracting during the performance of the contract shall be allowed only in the cases referred to the Public Procurement Act.

5. CORPORATIONS

5.1. When **THE CONTRACTOR** is a corporation, all the parties shall bear a joint liability for the fulfilment of their obligations under the Contract.

5.2. Any change in the organizational structure and parties involved in the corporation shall be deemed a failure of **THE CONTRACTOR** to fulfil its obligations.

6. TAXES FOR FOREIGN CONTRACTORS

6.1. Withholding tax

6.1.1 If **THE CONTRACTOR** is a foreign legal entity, the income generated by **THE CONTRACTOR** under the Contract may be subject to withholding taxation applying the relevant regulations of the Bulgarian tax legislation. In this case, **THE CONTRACTING AUTHORITY** shall be obliged to levy and charge the tax, declare and pay it on behalf and at the expense of **THE CONTRACTOR**.

6.1.2. In case a taxable event for the income related to payment under the Contract occurs, **THE CONTRACTING AUTHORITY** shall levy the withholding tax on the payment calculated with tax base and tax rate as referred to in the applicable law and pay it in the relevant territorial office of the National Revenue Agency (NRA office) within the legal term unless **THE CONTRACTOR** is

тази част на подизпълнителя.

4.11. Разплащанията по т. 4.10 се осъществяват въз основа на искане, отправено от подизпълнителя до **ВЪЗЛОЖИТЕЛЯ** чрез **ИЗПЪЛНИТЕЛЯ**, който е длъжен да го предостави на **ВЪЗЛОЖИТЕЛЯ** в 15-дневен срок от получаването му. Към искането **ИЗПЪЛНИТЕЛЯТ** предоставя становище, от което да е видно дали оспорва плащанията или част от тях като недължими. **ВЪЗЛОЖИТЕЛЯТ** има право да откаже плащането, когато искането за плащане е оспорено, до момента на отстраняване на причината за отказа.

4.12. Замяна или включване на подизпълнител по време на изпълнението на договора се допуска само по изключение, в предвидените в Закона за обществените поръчки случаи.

5. ОБЕДИНЕНИЯ

5.1. В случаите, когато **ИЗПЪЛНИТЕЛЯТ** е обединение, всички участници са солидарно отговорни за изпълнението на задълженията по договора.

5.2. Всяко изменение в структурата и участниците в обединението ще се счита за неизпълнение на задълженията на **ИЗПЪЛНИТЕЛЯ**.

6. ДАНЪЦИ ЗА ЧУЖДЕСТРАННИ ИЗПЪЛНИТЕЛИ

6.1. Данък удържан при източника

6.1.1. Ако **ИЗПЪЛНИТЕЛЯТ** е чуждестранно юридическо лице, доходи, които **ИЗПЪЛНИТЕЛЯТ** реализира по Договора, могат да подлежат на облагане с данък при източника, когато за тях са приложими съответните разпоредби от българското данъчно законодателство. В такъв случай **ВЪЗЛОЖИТЕЛЯТ** е задължен да начисли и удържи данъка, да го декларира и внесе от името и за сметка на **ИЗПЪЛНИТЕЛЯ**.

6.1.2. При възникване на данъчното задължение на **ИЗПЪЛНИТЕЛЯ** за доход, свързан с плащане по Договора, **ВЪЗЛОЖИТЕЛЯТ** ще удържи от плащането данъка при източника, изчислен с данъчна основа и данъчна ставка, както са определени в приложимия закон, и ще го внесе в съответната териториална дирекция на Националната агенция за приходите (ТД на

provided with an expert statement by the revenue authority to apply the Double Taxation Agreement (DTA) and exempt from taxation. Such deduction and payment of the withholding tax from the payment under the Contract shall not be deemed a failure of **THE CONTRACTING AUTHORITY** to pay the agreed value under the Contract terms and conditions.

6.1.3. The Territorial Office of National Revenue Agency may issue a certificate to **THE CONTRACTOR** for the withholding tax paid upon a submitted request. **THE CONTRACTING AUTHORITY** shall cooperate with **THE CONTRACTOR** to provide the required documents applied to the request, when available.

6.2. Application of the Double Taxation Agreement (DTA)

6.2.1. Upon an effective Double Taxation Agreement between the Republic of Bulgaria and the country of **THE CONTRACTOR** that makes provision for tax concession for **THE CONTRACTOR** when imposing a tax on its income in the Republic of Bulgaria, **THE CONTRACTOR** may request the application of the DTA as soon as the income tax has arisen, certify the reasons for this to the revenue authority. In this case, **THE CONTRACTING AUTHORITY** shall cooperate with **THE CONTRACTOR** to provide the required documents applied to the request for the application of the DTA, when available to them or in their power to issue them.

7. INPUT DATA AND INFORMATION UNDER THE CONTRACT

7.1. **THE CONTRACTING AUTHORITY** shall submit to **THE CONTRACTOR** the required input data for the performance of the works under the Contract.

7.2. Input data may be the existing plant documents and data in Kozloduy NPP plc and shall be submitted in the available format.

7.3. **THE CONTRACTING AUTHORITY** shall be entitled to submit the input data required both on electronic and hard copy.

7.4. **THE CONTRACTOR** shall not be entitled, without the prior written consent of **THE CONTRACTING AUTHORITY**, to use any document or information for purposes other than the performance of the Contract for the duration of

НАП) в законовия срок, освен ако за **ИЗПЪЛНИТЕЛЯ** има становище на орган по приходите за наличие на основания за прилагане на СИДДО и той се освобождава от облагане на дохода. Такова удържане и внасяне на данък при източника от плащане по Договора не се счита за неизпълнение на задължението на **ВЪЗЛОЖИТЕЛЯ** да плати договорена цена по условията на Договора.

6.1.3. **ИЗПЪЛНИТЕЛЯТ** може да получи от ТД на НАП удостоверение за внесения данък при източника по подадено от него искане. **ВЪЗЛОЖИТЕЛЯТ** съдейства на **ИЗПЪЛНИТЕЛЯ** с осигуряване на необходими документи, прилагани към искането, когато са налични при него.

6.2. Прилагане на СИДДО

6.2.1. Когато между Република България и страната на **ИЗПЪЛНИТЕЛЯ** има влязла в сила Спогодба за избягване на двойното данъчно облагане (СИДДО), която предвижда данъчно облекчение за **ИЗПЪЛНИТЕЛЯ** при облагане на неговия доход в Република България, **ИЗПЪЛНИТЕЛЯТ** може да поиска прилагането на СИДДО, като след възникване на данъчното задължение за дохода удостовери основанията за това пред органа по приходите. В такъв случай **ВЪЗЛОЖИТЕЛЯТ** съдейства на **ИЗПЪЛНИТЕЛЯ** с осигуряване на необходими документи, прилагани към искането за прилагане на СИДДО, когато са налични при него или в правомощията му да ги издаде.

7. ВХОДНИ ДАННИ И ИНФОРМАЦИЯ ПО ДОГОВОРА

7.1. **ВЪЗЛОЖИТЕЛЯТ** е длъжен да представи на **ИЗПЪЛНИТЕЛЯ** необходимите входни данни за изпълнение на дейностите по договора.

7.2. Входни данни могат да бъдат съществуващи документи и данни в "АЕЦ Козлодуй" ЕАД и се предават във вида, в който са налични.

7.3. **ВЪЗЛОЖИТЕЛЯТ** има право да предава необходимите входни данни на хартиен и електронен носител.

7.4. **ИЗПЪЛНИТЕЛЯТ** няма право, без предварителното писмено съгласие на **ВЪЗЛОЖИТЕЛЯ**, да използва документ или информация за цели различни от изпълнението

the Contract and up to 5 (five) years after the Contract completion.

7.5. **THE CONTRACTOR** shall not disclose to any third party natural or legal persons the input data and information received by **THE CONTRACTING AUTHORITY** without the explicit written consent of **THE CONTRACTING AUTHORITY**, as well as the results of the work completed, for duration of this contract and up to 5 (five) years after the contract completion.

8. PERSONAL DATA

8.1. The parties shall be entitled to adhere to the applicable regulation in the area of personal data and Regulation (EU) 2016/679 General Data Protection Regulation (GDPR), in their capacity of a personal data controllers

8.2. For the needs of this chapter "processing of personal data" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

8.3. **THE CONTRACTOR** shall provide for its capacity of a personal data controller and may process the personal data provided by **THE CONTRACTING AUTHORITY** solely for the needs of the performance of this Contract. **THE CONTRACTING AUTHORITY** shall provide for its capacity of a personal data controller and may process the personal data provided by **THE CONTRACTOR** solely for the needs of the performance of this Contract.

8.4. In case that during the contract performance, need for transfer of the received personal data to a third party or an international organization occurs, the corresponding party (data recipient) as a personal data controller shall be obliged to notify the other party unless such transfer of data is required according to the current legislation of the European Union, as in all cases shall be obliged to undertake the required and sufficient measures to protect the data confidentiality. In the cases in the previous sentence, the recipient shall provide to the other party sufficient evidence certifying that the

на договора, за срока на действие на този договор и до 5 (пет) години след приключването му.

7.5. **ИЗПЪЛНИТЕЛЯТ** се задължава да не предоставя на трети физически или юридически лица получените от **ВЪЗЛОЖИТЕЛЯ** изходни данни и информация, без изричното писмено съгласие на **ВЪЗЛОЖИТЕЛЯ**, както и резултатите от извършената работа, за времето на действие на този договор и до 5 (пет) години след приключването му.

8. ЛИЧНИ ДАННИ

8.1. Страните се задължават да спазват приложимото законодателство в областта на личните данни и Регламент (ЕС) 2016/679 General Data Protection Regulation (GDPR), в качеството им администратори на лични данни.

8.2. За целите на настоящия раздел под обработване на лични данни се разбира всяка операция или съвкупност от операции, извършвана с лични данни или набор от лични данни чрез автоматични или други средства като събиране, записване, организиране, структуриране, съхранение, адаптиране или промяна, извличане, консултиране, употреба, разкриване чрез предаване, разпространяване или друг начин, по който данните стават достъпни, подреждане или комбиниране, ограничаване, изтриване или унищожаване.

8.3. **ИЗПЪЛНИТЕЛЯТ** гарантира качеството си администратор на лични данни и може да обработва предоставени му от **ВЪЗЛОЖИТЕЛЯ** лични данни единствено за целите на изпълнение на настоящия договор. **ВЪЗЛОЖИТЕЛЯТ** гарантира качеството си администратор на лични данни и може да обработва предоставени му от **ИЗПЪЛНИТЕЛЯ** лични данни единствено за целите на изпълнение на настоящия договор.

8.4. В случай че при изпълнение на договора възникне необходимост от предаване на получени лични данни в трета държава или международна организация, съответната страна /получател на данните/ като администратор на лични данни се задължава да уведоми другата страна, освен ако такова предаване на данни е необходимо съгласно действащото законодателство на Европейския съюз, като във всички случаи се задължава да предприеме необходимите и достатъчни мерки за запазване на конфиденциалността на данните. В случаите

provision of the data by the data processing officer is according to the preliminary recorded order of the personal data controller.

8.5. **THE CONTRACTOR** shall be obliged to undertake all the necessary measures providing that the persons authorized to process personal data have undertaken commitment for confidentiality or are subject to the legal obligation for confidentiality. In the cases, when for the the needs of the performance of the Contract **THE CONTRACTOR** should submit to **THE CONTRACTING AUTHORITY** personal data, the later should undertake all required measures providing that the persons authorized to process personal data have undertaken the commitment to confidentiality or are subject to legal obligation for confidentiality

8.6. The parties shall be obliged to undertake all required measures to provide for security of the processing of the provided personal data applying appropriate technical and organizational measures for protection according to Regulation (EU) 2016/679 General Data Protection Regulation (GDPR).

8.7. **THE CONTRACTOR** shall be obliged to provide to **THE CONTRACTING AUTHORITY** the entire information required to confirm that the commitments above have been fulfilled and cooperate when performing audits by competent authorities.

8.8. The parties, personal data controllers, shall be obliged to respect and satisfy the rights of the subjects of personal data according to Regulation (EU) 2016/679, including the right to require rectification, erasure, restriction on the processing of personal data, the right to information about the personal data sources, when the personal data have not been provided by the personal data subjects, as well as the right to receive a copy of the personal data in an accessible electronic format.

9. QUALITY MANAGEMENT

9.1. **THE CONTRACTOR** shall perform the work assigned in compliance with the requirements of its own quality management

по предходното изречение, получаващата страна предоставя на другата страна достатъчно доказателства, удостоверяващи че предоставянето на данните от обработващото ги лице става съгласно предварително документирано нареждане на администратора – изпълнител.

8.5. **ИЗПЪЛНИТЕЛЯТ** се задължава да предприеме всички необходими мерки, гарантиращи, че лицата, оправомощени от него за обработка на лични данни са поели ангажимент за конфиденциалност или са подчинени на законово задължение за конфиденциалност. В случаите, когато за целите на изпълнението на договора **ИЗПЪЛНИТЕЛЯТ** следва да предаде на **ВЪЗЛОЖИТЕЛЯ** лични данни, последният следва да предприеме всички необходими мерки гарантиращи, че лицата, оправомощени от него за обработка на лични данни, са поели ангажимент за конфиденциалност или са подчинени на законово задължение за конфиденциалност.

8.6. Страните се задължават да предприемат всички необходими мерки за гарантиране сигурността на обработването на предоставените лични данни, чрез прилагането на подходящи технически и организационни мерки за защита съгласно Регламент (ЕС) 2016/679 General Data Protection Regulation (GDPR).

8.7. **ИЗПЪЛНИТЕЛЯТ** се задължава да предостави на **ВЪЗЛОЖИТЕЛЯ** цялата информация, необходима да докаже, че е изпълнил поетите по-горе задължения и да съдейства при осъществяване на одити от страна на компетентни органи.

8.8. Страните - администратори на лични данни, се задължават да зачитат и удовлетворят правата на субектите на личните данни съгласно Регламент (ЕС) 2016/679, включително правото да искат коригиране, изтриване, ограничаване обработването на лични данни, правото на узнаване на източниците на данни, когато същите не са предоставени от субектите на личните данни, както и правото на получаване на копие от личните данни в достъпен електронен формат.

9. УПРАВЛЕНИЕ НА КАЧЕСТВОТО

9.1. **ИЗПЪЛНИТЕЛЯТ** е длъжен да изпълни възложената му дейност в съответствие с изискванията на собствената си система за

system, considering the requirements of the **THE CONTRACTING AUTHORITY**.

9.2. Upon the requirement in the Technical Specification/Terms of Reference for providing Quality Assurance Programme (Quality Plan) for contract performance and/or Quality Control Plan, **THE CONTRACTOR** shall develop the required documents according to instructions provided by Kozloduy NPP plc within the term specified in the Technical Specification/Terms of Reference.

9.3. All documents owned by **THE CONTRACTOR**, which have been referred to in the Quality Assurance Programme (Quality Plan), shall be made available to **THE CONTRACTING AUTHORITY** upon request for review and assessment in view of identifying the methodology and/or technology to be applied to the performance of works.

9.4. **THE CONTRACTOR** shall promptly notify the **CONTRACTING AUTHORITY** of all structural changes and/or changes occurring in the documentation of the Contractor Management System related to the performance of the works under the Contract.

9.5. Non-conformance of supplies and works subject to this Contract, shall be controlled according to the procedure for non-conformance control as referred to in the Technical Specification/Terms of Reference of **THE CONTRACTING AUTHORITY**.

9.6. The Quality Assurance Programmes (Quality Plans) and Quality Control Plans shall be developed by **THE CONTRACTOR**, coordinated with the authorized personnel of Kozloduy NPP plc, and distributed prior to the commencement of the contractual works.

10. PHYSICAL PROTECTION, SECURITY AND ACCESS TO THE PROTECTED AREA

10.1. **THE CONTRACTING AUTHORITY** shall provide access to the site of the personnel of **THE CONTRACTOR** to fulfil their obligations under this Contract in accordance with the Site Access Procedure at Kozloduy NPP plc, ID No.УС.ФЗ.ИН 015.

10.2. **THE CONTRACTOR** shall prepare and submit to **THE CONTRACTING AUTHORITY** the documentation required to provide access to the protected area of Kozloduy NPP pc for the personnel to perform the Contract according to

управление на качеството с отчитане изискванията на **ВЪЗЛОЖИТЕЛЯ**.

9.2. При изискване в Техническата спецификация/Техническото задание за представяне на Програма за осигуряване на качеството (План по качеството) за изпълнение на дейността по договора и/или План за контрол на качеството, **ИЗПЪЛНИТЕЛЯТ** разработва документите по указания на "АЕЦ Козлодуй" ЕАД, в срока определен в Техническата спецификация/Техническото задание.

9.3. Всички документи, собственост на **ИЗПЪЛНИТЕЛЯ**, които са цитирани в Програмата за осигуряване на качеството (Плана по качеството), могат да бъдат изисквани при необходимост от **ВЪЗЛОЖИТЕЛЯ** за преглед и оценка, с оглед идентифициране на методиката и/или технологията, по която ще се извършват дейности.

9.4. **ИЗПЪЛНИТЕЛЯТ** е длъжен своевременно да уведомява **ВЪЗЛОЖИТЕЛЯ** за всички настъпили структурни промени или промени в документацията на Системата за управление на Външната организация, свързани с изпълняваните дейности по договора.

9.5. Несъответствията по доставките и дейностите, предмет на договора се управляват по реда за контрол на несъответствията, определен в Техническата спецификация/Техническото задание на **ВЪЗЛОЖИТЕЛЯ**.

9.6. Програмите за осигуряване на качеството (Плановите по качеството) и Плановите за контрол на качеството се изготвят от Изпълнителя, съгласуват се от упълномощен персонал на "АЕЦ Козлодуй" ЕАД и се разпространяват преди стартиране на дейностите по договора.

10. ФИЗИЧЕСКА ЗАЩИТА, СИГУРНОСТ И ДОСТЪП ДО ЗАЩИТЕНАТА ЗОНА

10.1. **ВЪЗЛОЖИТЕЛЯТ** се задължава да осигури достъп на персонал на **ИЗПЪЛНИТЕЛЯ** при изпълнението на задълженията им по настоящия договор, съгласно "Инструкция за пропускателен режим в "АЕЦ Козлодуй" ЕАД", № УС.ФЗ.ИН 015.

10.2. **ИЗПЪЛНИТЕЛЯТ** трябва да изготви и предаде на **ВЪЗЛОЖИТЕЛЯ** необходимата документация за достъп на персонала по изпълнение на договора до защитената зона на "АЕЦ Козлодуй" ЕАД, съгласно инструкции

10.3. In case of a failure to comply with the above clause of the Contract, the personnel of **THE CONTRACTOR** shall be refused access to the protected area of Kozloduy NPP plc.

10.4. When performing the obligations under this Contract **THE CONTRACTOR** uses vehicles, **THE CONTRACTOR** shall be obliged prior to their entry to the Protected Area of Kozloduy NPP plc to present an Inspection Report for the specific vehicle stating explicitly that the vehicle shall not be directly or indirectly a source of unauthorized actions, in compliance with the requirements of the Regulation on Provision of Physical Protection of Nuclear Installations, Nuclear Material and Radioactive Materials.

10.5. An Inspection Report shall be prepared for each vehicle in every single case and signed by a manager or a duly authorized person of **THE CONTRACTOR** and the vehicle driver.

10.6. In case of a failure to comply with the provisions of the above clause of the Contract, the vehicles of **THE CONTRACTOR** shall be refused access to the protected area of Kozloduy NPP plc.

10.7. **THE CONTRACTOR** shall be obliged to organize a trustworthiness check for the personnel working at the site of Kozloduy NPP plc, pursuant to Article 40, item 2 of the Rules on the Implementation of the National Security Act of the State Agency.

11. NUCLEAR SAFETY AND RADIATION PROTECTION

11.1. For contracts, involving works, supplies or services related to nuclear safety, radiation protection, emergency preparedness, quality and/or physical protection, **THE CONTRACTOR** shall submit the required documents for review to Safety and Quality Directorate at Kozloduy NPP plc within the scope and deadline according to Procedure No.ДБК.КД.ИН.028.

11.2. Contracts related to nuclear safety, radiation protection, emergency preparedness and/or physical protection shall become effective as of the date of their bilateral signature, while the fulfilment of the subject of the Contract shall commence on the date of the notification of **THE CONTRACTOR** for the approval of the Contract

10.3. При неизпълнение на предходната точка от договора ще бъде отказан достъп на персонала на **ИЗПЪЛНИТЕЛЯ** в защитената зона на "АЕЦ Козлодуй" ЕАД.

10.4. Когато за изпълнение на задълженията по този договор **ИЗПЪЛНИТЕЛЯТ** ще използва транспортни средства, той се задължава при въвеждането им в защитената зона на "АЕЦ Козлодуй" ЕАД да представи Протокол за извършена проверка на конкретното МПС, с изричен запис в него, че то няма да бъде пряко или косвено източник на неправомерни действия, съгласно Наредба за осигуряване на физическата защита на ядрените съоръжения, ядрения материал и радиоактивните вещества.

10.5. Протокол за извършената проверка се оформя за всяко МПС, при всеки отделен случай и се подписва от Ръководителя или упълномощено за това длъжностно лице на **ИЗПЪЛНИТЕЛЯ** и водача на транспортното средство.

10.6. При неизпълнение на предходната точка от договора ще бъде отказан достъп на транспортните средства на **ИЗПЪЛНИТЕЛЯ** в защитената зона на "АЕЦ Козлодуй" ЕАД.

10.7. **ИЗПЪЛНИТЕЛЯТ** се задължава да обезпечи преминаване проверка за надеждност на персонала, който ще работи на площадката на "АЕЦ Козлодуй" ЕАД, съгласно чл.40, т.2 от Правилника за прилагане на Закона за Държавна агенция "Национална сигурност".

11. ЯДРЕНАТА БЕЗОПАСНОСТ И РАДИАЦИОННА ЗАЩИТА

11.1. За договори, които включват дейности, доставки или услуги, които имат отношение към ядрената безопасност, радиационната защита, аварийната готовност, качество и/или физическата защита, се изисква от **ИЗПЪЛНИТЕЛЯ** да представи необходимите документи за проверка от Дирекция БИК на "АЕЦ Козлодуй" ЕАД в обем и срок, съгласно инструкция №ДБК.КД.ИН.028.

11.2. Договори, които имат отношение към ядрената безопасност, радиационната защита, аварийната готовност и/или физическата защита влизат в сила от момента на двустранното им подписване, а изпълнението на предмета на договора започва от датата на уведомяване на **ИЗПЪЛНИТЕЛЯ** за утвърден Протокол за

Document Review Sheet by Safety and Quality Directorate of Kozloduy NPP plc.

11.3. In cases where the work subject to a specific contract with an external organization is related to the implementation of a design modification, for which a regulatory permission is required under the Act on the Safe Use of Nuclear Energy, the performance of the Contract works shall commence after the BNRA has authorized the design modification. In case the BNRA requires additional documents, the **THE CONTRACTOR** shall be obliged to submit the documents within the defined terms.

11.4. The works on safety related structures, systems and components (SSC) shall be carried out according to written procedures, technologies, and methodologies.

11.5. **THE CONTRACTOR** shall be obliged to introduce its personnel involved in the works at the site of Kozloduy NPP plc to the general requirements for response in the event of an emergency at the plant and adhere to the procedures for accident mitigation.

11.6. The personnel of the **CONTRACTOR** and the subcontractors including foreign companies that performing works in the Controlled Area (CA) at the site of Kozloduy NPP, shall adhere to the requirements of:

- Radiation Protection Procedure at Units 5&6 of Kozloduy NPP plc, ID.No.30.OB.00.PB.01;

- Radiation Protection Procedure at Spent Fuel Storage Facility of Kozloduy NPP plc, ID.No.XOG.IP3.01;

- Quality Procedure: Work of External Organizations under a Contract, ID. No. ДБК.КД.ИН.028.

11.7. **THE CONTRACTOR** shall be liable for the industrial safety and dose exposure of their personnel who are seconded to Kozloduy NPP plc for performance of contractual works.

11.8. **THE CONTRACTOR** shall nominate a radiation protection coordinator in its organization in an administrative order.

11.9. If works are required to perform in the CA, the personnel of **THE CONTRACTOR** including persons working under civil agreement contracts and representatives of foreign companies shall undergo whole body counting, before the commencement and after the completion of works under the relevant Contract with an external organisation.

проверка на документите от Дирекция БИК на "АЕЦ Козлодуй" ЕАД.

11.3. В случаите, когато дейността, предмет на конкретен договор с външна организация е свързана с реализацията на техническо решение, за което се изисква разрешение съгласно ЗБИЯЕ, изпълнението на дейностите по договора започва след издаване на разрешение за техническото решение от АЯР. В случай, че АЯР изиска допълнителни документи, **ИЗПЪЛНИТЕЛЯТ** е длъжен да ги представи в посочените срокове.

11.4. Дейностите по конструкции, системи и компоненти (КСК), имащи отношение към безопасността се извършват спрямо писмени процедури, технологии и методологии.

11.5. **ИЗПЪЛНИТЕЛЯТ** се задължава да обезпечи запознаване на персонала, който ще работи на площадката на "АЕЦ Козлодуй" ЕАД, с общите изисквания за действия при авария в АЕЦ, да спазва процедурите при ликвидация на авария.

11.6. Персоналът на **ИЗПЪЛНИТЕЛЯ** и неговите подизпълнители, включително чуждестранни фирми, които изпълняват дейности в контролираната зона (КЗ) на площадката на "АЕЦ Козлодуй" ЕАД са длъжни да спазват изискванията на:

- "Инструкция за радиационна защита в АЕЦ Козлодуй ЕАД, ЕП-2", № 30.ОБ.00.РБ.01;

- "Инструкция по радиационна защита в ХОГ на "АЕЦ Козлодуй" ЕАД", № ХОГ.ИР3.01;

- "Инструкция по качество. Работа на външни организации при сключен договор", № ДБК.КД.ИН.028.

11.7. **ИЗПЪЛНИТЕЛЯТ** носи отговорност за безопасността на труда и дозовото натоварване на персонала, който командирова за работа в "АЕЦ Козлодуй" ЕАД за изпълнение на дейността по договора.

11.8. **ИЗПЪЛНИТЕЛЯТ** определя отговорно лице по радиационна защита в организацията със заповед.

11.9. При необходимост от извършване на дейности в КЗ задължително се извършва измерване на телесната активност на персонала на **ИЗПЪЛНИТЕЛЯ**, включително за лица, работещи по граждански договор и представители на чуждестранни организации, преди започване и след завършване на работата по съответния договор на ВО.

11.10. For the work in the CA, **THE CONTRACTOR** shall be provided at the expense of **THE CONTRACTING AUTHORITY** with a special protective clothing, personal protective equipment, radiation monitoring, etc. according to the requirements of Regulation No. 32 as of 7 November 2005 on the Procedure for Performing Radiation Monitoring of Individuals Working With Sources of Ionizing Radiation.

11.11. **THE CONTRACTING AUTHORITY** shall inform **THE CONTRACTOR** on a regular basis about the personnel dose exposure personnel pursuant to Article 122, paragraph 3 of the Regulation on Radiation Protection in Activities with Sources of Ionizing Radiation. **THE CONTRACTOR** shall submit data on the dose exposure of its personnel prior to the initial work authorization.

10.12. **THE CONTRACTING AUTHORITY**, in the capacity of an operator of a nuclear installation, shall be liable for nuclear damage pursuant to Article II of the Vienna Convention on Civil Liability for Nuclear Damage.

10.13. The liability of the operator for nuclear damage under the Vienna Convention on Civil Liability for Nuclear Damage shall be absolute.

12. HEALTH AND SAFETY AT WORK

12.1. In terms of industrial safety, personnel of **THE CONTRACTOR** and its subcontractors including foreign companies are considered equivalent (except for the authorization to issue work orders and work permits) to the personnel of Kozloduy NPP plc and shall adhere to the requirements of the following:

– Safety Rules at Work in Non-electrical Installations of Power Generating and Heat Generating Plants and in Heat Distribution and Hydro Engineering Facilities;

– Safety Rules at Work in Electrical Installations of Power Generating and Heat Generating Plants and in Electrical Networks.

12.2. **THE CONTRACTOR** shall nominate an industrial safety coordinator in its organisation in an administrative order.

12.3. For contracts whose completion requires signing of a Risk Assessment Report and/or Record of Agreement on the provision of health and safety at work, Attachment No.3 and No.3-1

11.10. За работа в КЗ, **ВЪЗЛОЖИТЕЛЯТ** осигурява на **ИЗПЪЛНИТЕЛЯ** за своя сметка специално работно облекло, лични предпазни средства, дозиметричен контрол и др. съгласно изискванията на Наредба № 32 от 07.11.2005 г. за условията и реда за извършване на дозиметричен контрол на лицата, работещи с източници на йонизиращи лъчения.

11.11. **ВЪЗЛОЖИТЕЛЯТ** информира периодично **ИЗПЪЛНИТЕЛЯ** за полученото дозово натоварване на персонала, съгласно чл. 122 ал. 3 на Наредба за радиационна защита при дейности с източници на йонизиращи лъчения. **ИЗПЪЛНИТЕЛЯТ** предоставя данни за дозовото натоварване на персонала си преди първоначалното допускане до работа.

10.12. **ВЪЗЛОЖИТЕЛЯТ**, в качеството си на експлоатиращ ядрена инсталация е отговорен за ядрена вреда, в съответствие с член II от Виенската конвенция за гражданска отговорност за ядрена вреда.

10.13. Отговорността за ядрена вреда на експлоатиращия ядрена инсталация е абсолютна съгласно Виенската конвенция за гражданска отговорност за ядрена вреда.

12. БЕЗОПАСНОСТ НА ТРУДА И ЗДРАВООСЛОВНИ УСЛОВИЯ НА ТРУД

12.1. От гледна точка на техническата безопасност, персоналет на **ИЗПЪЛНИТЕЛЯ** и неговите подизпълнители, включително чуждестранни фирми, условно се приравнява (с изключение на правото за издаване на наряди и допускане до работа) към персонала на "АЕЦ Козлодуй" ЕАД и е длъжен да спазва изискванията на:

– „Правилник за безопасност при работа в неелектрически уредби на електрически и топлофикационни централи и по топлопреносни мрежи и хидротехнически съоръжения”;

– „Правилник за безопасност и здраве при работа в електрически уредби на електрически и топлофикационни централи и по електрически мрежи”.

12.2. **ИЗПЪЛНИТЕЛЯТ** определя отговорно лице по безопасност на труда в организацията със заповед.

12.3. За договори, към изпълнението на които са поставени изисквания за подписване на Протокол за оценка на риска и/или споразумителен протокол за осигуряване на

of Procedure No.ДБК.КД.ИН.028, THE CONTRACTOR shall submit to Safety and Quality Directorate of Kozloduy NPP plc these documents after the Contract has been signed.

12.4. THE CONTRACTING AUTHORITY shall be entitled to provide for the work to commence according to the relevant conditions for a continuous or shutdown production process by securing the facilities according to the current rules at the plant and issue work authorisation permits.

12.5. Issuing work orders, authorization to work, oversight on the work of the external organization in terms of adherence to the requirements of the technical documentation, closing out work orders and acceptance of workplace after work completion, monitoring and measurement of the personnel dose exposure, etc. shall be performed in compliance with the established procedures in the relevant organizational structure, the owner of the equipment where the work is performed.

12.6. THE CONTRACTING AUTHORITY shall be entitled to conduct briefing to the personnel of the external organization according to requirements of REGULATION No. РД-07-2 as of 16.12. 2009 on the Terms and Procedure for Conduct of Periodic Training and Briefing of Workers and Employees on the Rules for Providing Health and Safety at Work according to the Rules in Clause 11.1 and in accordance with the location and specific conditions of the work to be carried out by the work team or a part of it.

12.7. THE CONTRACTOR shall be entitled to provide training and examination to its personnel assigned to work at the site of Kozloduy NPP plc on Introduction to NPP and Radiation Protection at Training Centre of Kozloduy NPP plc and according to the REGULATION on the terms and procedure for obtaining vocational qualification and on the procedure for issuing licenses for specialised training and licenses for use of nuclear power.

12.8. THE CONTRACTOR shall be obliged to adhere to all the restrictions and prohibitions for work authorization of individuals and work teams, which are included in the occupational safety rules. THE CONTRACTOR shall make the appropriate selection of the supervisors and technical personnel that shall perform the work under the Contract in terms of their professional qualification as well as health and safety certification.

здравословни и безопасни условия на труд, приложения №3 и №3-1 на инструкция № ДБК.КД.ИН.028, се изисква от ИЗПЪЛНИТЕЛЯ да представи в Дирекция БИК на "АЕЦ Козлодуй" ЕАД тези документи след подписването на договора.

12.4. ВЪЗЛОЖИТЕЛЯТ се задължава да осигури фронт за работа съобразно съответните условия за непрекъснат или спрян производствен процес, като обезопаси съоръженията съгласно действащите правилници в АЕЦ и открие наряди за допуск до работа.

12.5. Издаването на наряди за работа, допускане до работа, контрол на дейността на ВО, относно изискванията на техническата документация, закриване на нарядите и приемане на работното място, контрола и отчитане на дозовото натоварване на персонала и др. се извършват според определения ред в съответното структурно звено, по чието оборудване/на чиято територия се работи.

12.6. ВЪЗЛОЖИТЕЛЯТ се задължава да осигури инструктиране на външния персонал, според изискванията на НАРЕДБА № РД-07-2 от 16.12.2009г. за условията и реда за провеждането на периодично обучение и инструктаж на работниците и служителите по правилата за осигуряване на здравословни и безопасни условия на труд по цитираните в т.11.1 Правилници и в съответствие с мястото и конкретните условия на работа, която групата или част от нея ще извършва.

12.7. ИЗПЪЛНИТЕЛЯТ се задължава да обезпечи обучение и изпити на персонала, който ще работи на площадката на "АЕЦ Козлодуй" ЕАД, по "Въведение в АЕЦ" и "Радиационна защита" в УТИЦ на "АЕЦ Козлодуй" ЕАД и съгласно НАРЕДБА за условията и реда за придобиване на професионална квалификация и за реда за издаване на лицензии за специализирано обучение и на удостоверения за правоспособност за използване на ядрената енергия.

12.8. ИЗПЪЛНИТЕЛЯТ се задължава да спазва всички ограничения и забрани, за изпращане и допускане до работа на лица и бригади, които са предвидени в правилниците по безопасност на труда. Да извърши правилен подбор при съставяне списъка на ръководния и изпълнителски персонал, който ще изпълнява работата по сключения договор, по отношение на професионална квалификация и тази по

THE CONTRACTING AUTHORITY shall be obliged to nominate an official (or officials) to deal with the external personnel of **THE CONTRACTOR**, request for and review all the documents in the regulations, including certificates of competence on health and safety at work.

12.9. The supervisor and/or the technical personnel shall accept each workplace from the person who has issued authorisation to work, and check how the performance of technical measures to secure the area have been performed as well as their work.

12.10. The supervisors of **THE CONTRACTOR** shall constantly exercise control over the adherence to the health and safety rules by the members of work team and take actions to handle violations.

12.11. **THE CONTRACTOR** shall be obliged to notify in writing **THE CONTRACTING AUTHORITY** of the proposals/requests for posing sanctions on individuals who have violated the health and safety rules.

12.12. **THE CONTRACTOR** shall follow the written orders of the authorized officials of **THE CONTRACTING AUTHORITY** in case of identified violations of the process discipline and health and safety rules.

12.13. In the case of occupational injury involving a person employed by **THE CONTRACTOR**, the team leader shall notify the management of **THE CONTRACTOR**, and the Industrial Safety Department of Kozloduy NPP plc, and shall take actions and assist the competent authorities in clarifying the situation and identifying the causes for the accident.

12.14. **THE CONTRACTOR** shall be obliged to adhere to the applicable regulations and existing requirements in Kozloduy NPP plc related to the Act on Health and Safety at Work, Fire Safety and Emergency Preparedness.

12.15. **THE CONTRACTOR** shall adhere to the regulatory requirements for environmental protection during the construction and after its completion, over the warranty period.

12.16. **THE CONTRACTOR** shall provide for health and safety at work in compliance with the regulatory industrial safety requirements.

12.17. If necessary, **THE CONTRACTOR** shall

безопасността на труда.

ВЪЗЛОЖИТЕЛЯТ се задължава да определи длъжностното лице (или лица), които да приемат външния персонал на **ИЗПЪЛНИТЕЛЯ**, да изискат и извършат проверка на всички предвидени в правилниците документи, включително и удостоверенията за притежаване квалификационна група по безопасност на труда.

12.9. Отговорният ръководител и (или) изпълнителят на работа приемат всяко работно място от допускащия, като проверяват изпълнението на техническите мероприятия за обезопасяване, както и тяхната дейност.

12.10. Ръководителите на **ИЗПЪЛНИТЕЛЯ** постоянно упражняват контрол за спазване на правилниците по безопасност на труда от членовете на групата и предприемат мерки за отстраняване на нарушенията.

12.11. **ИЗПЪЛНИТЕЛЯТ** се задължава да уведомява писмено **ВЪЗЛОЖИТЕЛЯ** за предприетите мерки по дадени от него предложения-искания за санкциониране на лица, допуснали нарушения по изискванията на безопасността на труда.

12.12. **ИЗПЪЛНИТЕЛЯТ** се задължава да изпълнява писмените разпореждания на упълномощените длъжностни лица от **ВЪЗЛОЖИТЕЛЯ** при констатирани нарушения на технологичната дисциплина и правилата за безопасна работа.

12.13. В случай на трудова злополука с лице наето от **ИЗПЪЛНИТЕЛЯ**, ръководителят на групата уведомява ръководството на фирмата – **ИЗПЪЛНИТЕЛ** и сектор "Техническа безопасност" на "АЕЦ Козлодуй" ЕАД, след което предприема мерки и оказва съдействие на компетентните органи, за изясняване на обстоятелствата и причините за злополуката.

12.14. **ИЗПЪЛНИТЕЛЯТ** се задължава да спазва приложимите нормативни документи и действащите в "АЕЦ Козлодуй" ЕАД изисквания по отношение на ЗБУТ, пожарна безопасност и аварийна готовност.

12.15. **ИЗПЪЛНИТЕЛЯТ** се задължава да спазва законовите изисквания за опазване на околната среда по време на строителството и след приключването му, в гаранционния срок.

12.16. **ИЗПЪЛНИТЕЛЯТ** осигурява здравословни и безопасни условия на труд, съгласно изискванията на нормативните документи по безопасност на труда.

12.17. При необходимост **ИЗПЪЛНИТЕЛЯТ**

organize the implementation of repair works in the continuous mode of operation, in order to meet the outage deadline of the relevant unit or another process requirement.

12.18. **THE CONTRACTOR** shall provide for adherence to Regulation No.2 as of 22 March 2004 on the Minimum Requirements for Health and Safety at Work while Implementing Construction and Installation Works at the site of Kozloduy NPP plc.

12.19. All sanctions imposed by the competent authorities for violations or damages caused by individuals employed by **THE CONTRACTOR** (including the Subcontractors) shall be borne by **THE CONTRACTING AUTHORITY**.

13. FIRE SAFETY

13.1. When performing hot works, the manager and the personnel of the External Organization working under a Contract with Kozloduy NPP plc shall be obliged to follow the codes and standards related to fire safety as follows:

- Regulation No.81213-647 as of 01 October 2014 on Fire Safety Rules and Standards during Operation of Facilities;

- Fire Safety Rules at Kozloduy NPP plc, ID No. ДОД.ПБ.ПБ.307.

13.2. When performing hot works, **THE CONTRACTOR** shall prepare a List of the individuals authorized to be supervisors of hot works.

14. ENVIRONMENTAL PROTECTION

14.1. **THE CONTRACTOR** shall adhere to the requirements for environmental protection during the contract performance and after its completion according to the Environmental Protection Act and all applicable by-law regulations and internal documents of **THE CONTRACTING AUTHORITY**.

14.2. **THE CONTRACTOR** shall fulfil its obligations under Article 14 of the Waste Management Act and all applicable by-law regulations and internal documents of **THE CONTRACTING AUTHORITY**, including but not limited to the Regulation on waste electrical and electronic equipment, Regulation on batteries and accumulators and waste batteries and accumulators, Regulation on the terms and conditions for treatment of waste tyres, and Regulation on packaging and packaging waste.

организира изпълнението на ремонтните дейности при непрекъснат режим на работа, с цел спазване срока на ремонта на съответния блок или друга технологична необходимост.

12.18. **ИЗПЪЛНИТЕЛЯТ** осигурява спазване на Наредба № 2 от 22.03.2004 г. за минималните изисквания за здравословни и безопасни условия на труд при извършване на строителни и монтажни работи на територията на обектите на "АЕЦ Козлодуй" ЕАД.

12.19. Всички санкции, наложени от компетентните органи за нарушенията или за щети нанесени от лица, наети от **ИЗПЪЛНИТЕЛЯ** (включително подизпълнителите му) са за сметка на **ИЗПЪЛНИТЕЛЯ**.

13. ПОЖАРНА БЕЗОПАСНОСТ

13.1. При изпълнение на огневи работи Ръководителят и персонала на ВО изпълняващ дейности по договор с "АЕЦ Козлодуй" ЕАД, е задължен да спазва изискванията на нормативно-техническите документи по пожарна безопасност:

- Наредба № 81213-647 от 01.10.2014г. за правилата и нормите за пожарна безопасност при експлоатация на обектите;

- "Правила за пожарна безопасност на "АЕЦ Козлодуй" ЕАД", № ДОД.ПБ.ПБ.307;

13.2. При изпълнение на огневи работи, **ИЗПЪЛНИТЕЛЯТ** подготвя Списък на лицата, имащи право да бъдат ръководители на огневи работи.

14. ОПАЗВАНЕ НА ОКОЛНАТА СРЕДА

14.1. **ИЗПЪЛНИТЕЛЯТ** е длъжен да спазва изискванията за опазване на околната среда по време на изпълнението на предмета на договора и след приключването му, съобразно Закона за опазване на околната среда и всички приложими подзаконови нормативни и вътрешни документи на **ВЪЗЛОЖИТЕЛЯ**.

14.2. **ИЗПЪЛНИТЕЛЯТ** се задължава да изпълни задълженията си по чл. 14 от Закона за управление на отпадъците и всички приложими подзаконови нормативни и вътрешни документи на **ВЪЗЛОЖИТЕЛЯ**, включително, но не ограничени до Наредба за излязлото от употреба електрическо и електронно оборудване, Наредба за батерии и акумулатори и за негодни за употреба батерии и акумулатори, Наредба за изискванията за третиране на излезли от употреба гуми, Наредба за опаковките и

14.3. Should THE CONTRACTOR fail to pay the product fee pursuant to Article 59 of the Waste Management Act, THE CONTRACTOR shall, free of charge for THE CONTRACTING AUTHORITY, accept the waste lamps, waste portable batteries and accumulators, waste tyres, and waste packaging of the delivered materials and make further arrangements for their safe treatment.

14.4. THE CONTRACTOR shall prepare and THE CONTRACTING AUTHORITY shall approve a Plan for collection and transportation of waste lamps, portable batteries and accumulators, waste tyres, and waste packaging in accordance with the existing regulations on treatment and transport of the relevant products. Should THE CONTRACTING AUTHORITY consider the plan proposed by THE CONTRACTOR does not meet the regulatory requirements and has comments on it, THE CONTRACTOR shall take into account them.

14.5. When performing works affecting the green areas and/or long-lasting vegetation at the site of Kozloduy NPP, THE CONTRACTOR shall restore the lawn and plants at its own expense in coordination with the relevant owners of THE CONTRACTING AUTHORITY.

14.6. THE CONTRACTOR shall undertake all required measures to prevent environmental pollution during implementation of the works under the Contract.

14.7. In the event of emergency situations and events creating preconditions for environmental pollution and environmental damage, THE CONTRACTOR shall notify the management of Kozloduy NPP plc and undertake at its own expense the required preventive and recovery measures in compliance with the Liability for Prevention and Remedy of Environmental Damage Act.

15. AUDITS, INSPECTIONS, AND SURVEILLANCE

15.1. THE CONTRACTING AUTHORITY shall be entitled to provide control on the performance of the Contract without interfering with the work of THE CONTRACTOR or affecting its independence at work.

15.2. THE CONTRACTOR shall provide access

отпадъците от опаковки.

14.3. В случай, че ИЗПЪЛНИТЕЛЯТ не заплаща продуктова такса по чл. 59 от Закона за управление на отпадъците той се задължава без заплащане от страна на ВЪЗЛОЖИТЕЛЯ, да приеме обратно излезлите от употреба лампи (ИУЛ), негодните за употреба портативни акумулаторни батерии (ПАБ), излезлите от употреба гуми (ИУГ), отпадъчните опаковки от доставените материали и да организира тяхното последващо безопасно третиране.

14.4. ИЗПЪЛНИТЕЛЯТ изготвя и ВЪЗЛОЖИТЕЛЯТ съгласува план за организиране на дейността по събиране и извозване на ИУЛ, ПАБ, ИУГ, отпадъчни опаковки, в съответствие с действащите разпоредби за третиране и транспортиране на съответните продукти. В случай, че ВЪЗЛОЖИТЕЛЯТ счита, че планът предложен от ИЗПЪЛНИТЕЛЯ не отговаря на нормативните изисквания и има забележки по него, то ИЗПЪЛНИТЕЛЯТ е длъжен да вземе предвид забележките на ВЪЗЛОЖИТЕЛЯ.

14.5. При изпълнение на дейности, които засягат зелените площи и/или дълготрайната растителност на площадката на "АЕЦ Козлодуй" ЕАД, ИЗПЪЛНИТЕЛЯТ е длъжен за своя сметка да възстанови тревните площи и насажденията, съгласувано със съответните отговорни звена на ВЪЗЛОЖИТЕЛЯ.

14.6. ИЗПЪЛНИТЕЛЯТ е длъжен да предприеме всички необходими мерки за недопускане на замърсяване на околната среда при изпълнение на дейностите по договора.

14.7. При възникване на аварийни ситуации и събития, създаващи предпоставки за замърсяване на околната среда и възникване на екологични щети ИЗПЪЛНИТЕЛЯТ е длъжен да уведоми Ръководството на "АЕЦ Козлодуй" ЕАД и за своя сметка да предприеме необходимите превантивни и оздравителни мерки в съответствие със Закона за отговорността за предотвратяване и отстраняване на екологични щети.

15. ОДИТИ, ИНСПЕКЦИИ И ПРОВЕРКИ

15.1. ВЪЗЛОЖИТЕЛЯТ има право да осъществява контрол по изпълнението на този договор, стига да не възпрепятства работата на ИЗПЪЛНИТЕЛЯ и да не нарушава оперативната му самостоятелност.

15.2. ИЗПЪЛНИТЕЛЯТ се задължава да

and assist authorized representatives of **THE CONTRACTING AUTHORITY** in conducting a quality audit in compliance with the procedure established by **THE CONTRACTING AUTHORITY**. **THE CONTRACTING AUTHORITY** may initiate an audit by notifying **THE CONTRACTOR** in writing.

15.3. **THE CONTRACTING AUTHORITY** shall not disclose the information, which has been made available during the audit.

15.4. **THE CONTRACTOR** shall provide access to construction and installation sites, documentation, and personnel for the officials authorized by **THE CONTRACTING AUTHORITY** to perform inspections and surveillance.

15.5. **THE CONTRACTOR** shall allow the **CONTRACTING AUTHORITY** or to a representative assigned by **THE CONTRACTING AUTHORITY** to review the final documentation developed during the performance of the Contract, as well as to make copies of these documents.

15.6. If necessary, **THE CONTRACTING AUTHORITY** shall be entitled to perform quality audits of the subcontractors involved in the contract performance and **THE CONTRACTOR** and the subcontractors shall provide ultimate assistance and access to construction and installation sites, documentation and personnel for the officials authorized by **THE CONTRACTING AUTHORITY** to perform control and inspections.

16. CONTRACT TERM

16.1. Should **THE CONTRACTING AUTHORITY**, due to sound production or other reasons arising from the nature and specifics of its main business activity is unable to provide the appropriate conditions for performing the subject of the Contract, the Contract shall be suspended until resolving the cause thereof and **THE CONTRACTING AUTHORITY** may extend the Contract term by the delay period.

17. PENALTIES

17.1. In case of failure to comply with the terms specified in Section 3 of the Main Contract, **THE CONTRACTOR** shall pay a penalty of 0.5% (zero point five percent) of the amount due for each day of the delay but not exceeding 10% (ten percent) of the payment due.

допусне и окаже съдействие на упълномощени представители на **ВЪЗЛОЖИТЕЛЯ** за извършване на одит по качеството по реда на утвърдени правила на **ВЪЗЛОЖИТЕЛЯ**. Иницирирането на одит може да стане по искане на **ВЪЗЛОЖИТЕЛЯ** и писмено известяване на **ИЗПЪЛНИТЕЛЯ**.

15.3. **ВЪЗЛОЖИТЕЛЯТ** носи отговорност за неразпространение на информацията, станала достъпна по време на извършване на одита.

15.4. **ИЗПЪЛНИТЕЛЯТ** се задължава да предостави достъп до строителни и монтажни площадки, документация и персонал на лицата, упълномощени от **ВЪЗЛОЖИТЕЛЯ** да изпълняват контрол и инспекции.

15.5. **ИЗПЪЛНИТЕЛЯТ** е длъжен да позволи на **ВЪЗЛОЖИТЕЛЯ** или на посочено от **ВЪЗЛОЖИТЕЛЯ** лице, да прави проверки на отчетната документация, съставена при изпълнение на договора, включително и да се правят копия на документите.

15.6. При необходимост **ВЪЗЛОЖИТЕЛЯТ** има право да извърши одит по качеството и на подизпълнителите, участващи в изпълнението на договора, като **ИЗПЪЛНИТЕЛЯТ** и подизпълнителите се задължават да оказват максимално съдействие и да предоставят достъп до строителни и монтажни площадки, документация и персонал на лицата, упълномощени от **ВЪЗЛОЖИТЕЛЯ** да изпълняват контрол и инспекции.

16. СРОК ЗА ИЗПЪЛНЕНИЕ

16.1. Когато по обективни причини от производствен или друг характер, произтичащи от естеството и спецификата на основния предмет на дейност на **ВЪЗЛОЖИТЕЛЯ**, той не е в състояние да осигури условия за изпълнение на предмета договора, изпълнението спира до отпадане на съответните причини за това, като **ВЪЗЛОЖИТЕЛЯТ** може да удължи срока на договора с периода на забавата.

17. НЕУСТОЙКИ

17.1. В случай на неспазване на сроковете по раздел 3 от основния договор **ИЗПЪЛНИТЕЛЯТ** дължи неустойка в размер на 0.5% (половин процент) върху стойността на забавеното изпълнение за всеки ден закъснение, но не повече от 10% (десет процента) от стойността на дължимото плащане.

17.2. In case of delayed payment in compliance with Section 2 of the Main Contract, **THE CONTRACTING AUTHORITY** shall pay a penalty of 0.5% (zero point five percent) of the delayed payment value for each day of the delay, but not more than 10% (ten per cent) of the payment due.

17.3. In case of failure to comply with the Contract obligations due to default, except the cases specified in paragraphs 17.1 and 17.2, the defaulting party shall be obliged to pay the non-defaulting party a penalty in the amount of 10% (ten percent) of the Contract price.

17.4. For real damages incurred exceeding the amount of the penalties agreed; the affected party may claim full compensation for the damages according to the general civil proceeding.

17.5. For any violation of the provisions of Sections 12 and 13 of the General Terms and Conditions of the Contract as well as procedures, the rules, pre-job briefings conducted at Kozloduy NPP plc, and maintaining good housekeeping at the plant site by the individuals employed by **THE CONTRACTOR**, which have been identified by **THE CONTRACTING AUTHORITY**, **THE CONTRACTOR** shall pay **THE CONTRACTING AUTHORITY** a penalty of the amount of BGN 200 (two hundred) per person per violation. The penalties shall be imposed upon Records of Findings prepared by the Production Activity Control Section or the industrial safety officials of **THE CONTRACTING AUTHORITY**.

17.6. In case of three or more violations referred to in paragraph 17.5, **THE CONTRACTING AUTHORITY** may impose sanctions on **THE CONTRACTOR** amounting to 5% (five percent) of the Contract price.

CONTRACT TERMINATION AND CANCELLATION

18.1. The contracting parties shall be entitled to terminate the Contract by mutual agreement stated in minutes of meeting signed by both parties.

18.2. Either contracting party shall be entitled to terminate the Contract upon a 30-day (thirty) written notice sent to the other party.

18.3. The Contract may be terminated upon a request of either party in case of the circumstances referred to in Section 19 of the General Terms and Conditions of Contract. In this case the parties shall sign a bilateral minutes of meeting to

17.2. В случай на забавено плащане по раздел 2 от основния договор **ВЪЗЛОЖИТЕЛЯТ** заплаща неустойка в размер на 0.5% (половин процент) върху стойността на забавеното плащане за всеки ден закъснение, но не повече от 10% (десет процента) от стойността на дължимото плащане.

17.3. При виновно неизпълнение на задълженията по договора, с изключение на случаите по т.17.1. и 17.2, неизправната страна дължи на изправната неустойка в размер на 10% (десет) върху стойността на договора.

17.4. За действително претърпени вреди в размер по-голям от размера на уговорените неустойки, заинтересованата страна може да търси обезщетение в пълен размер по общия гражданскоправен ред.

17.5. За всяко констатирано от **ВЪЗЛОЖИТЕЛЯ** нарушение на разпоредбите на раздел 12 и 13 от Общите условия на договора, както и на инструкции, правилници, получен инструктаж за работа в "АЕЦ Козлодуй" ЕАД и поддържане на чистотата на работната площадка от страна на наети лица от **ИЗПЪЛНИТЕЛЯ**, последният заплаща на **ВЪЗЛОЖИТЕЛЯ** неустойка в размер на 200 лв за всяко лице, за всяко нарушение. Неустойките се налагат при наличие на протокол от звено "Контрол на производствената дейност" или от длъжностни лица по техническа безопасност на **ВЪЗЛОЖИТЕЛЯ**.

17.6. При три или повече нарушения по т. 17.5, **ВЪЗЛОЖИТЕЛЯТ** може да наложи на **ИЗПЪЛНИТЕЛЯ** санкция, в размер на 5 % (пет процента) от стойността на договора.

18. ПРЕКРАТЯВАНЕ И РАЗВАЛЯНЕ НА ДОГОВОРА

18.1. Двете страни имат право да прекратят договора по взаимно съгласие изразено в двустранен протокол.

18.2. Всяка от страните може да поиска прекратяване на договора с 30 (тридесет) дневно писмено предизвестие, отправено до другата страна.

18.3. Договорът може да бъде прекратен по искане на всяка от двете страни при настъпване на обстоятелства по Раздел 19 от общите условия на договора. В този случай страните подписват двустранен протокол за оформяне на

formalize their relations.

18.4. The Contract may be terminated by a 15-day (fifteen) written notice issued by the non-defaulting party to the defaulting party should the latter fail to fulfil its obligations under the Contract.

18.5. **THE CONTRACTING AUTHORITY** may terminate the contract if, as a result of unforeseen circumstances, it is unable to fulfil its obligations. In these cases, **THE CONTRACTING AUTHORITY** shall pay **THE CONTRACTOR** the actual amounts of works performed and accepted under the Contract without due compensation for incurred damages and/or loss of profit.

18.6. **THE CONTRACTING AUTHORITY** may cancel the Contract and request for payment of the penalty referred to in Clause 17.1 but not exceeding the amount referred to in Section 2 of the Contract should **THE CONTRACTOR** does not commence work under the Contract for more than 30 (thirty) days as of the commencement date.

19. FORCE MAJEURE

19.1. Should either party fails to fulfil its obligations under the Contract due to any unforeseeable or unavoidable event occurring after the signing of the Contract that prevents performance of the Contract, that party shall give notice in writing the other party within a 3 (three)-day period. Such an event should be confirmed by competent authorities in the country of occurrence of the event, otherwise the party shall be not claim Force Majeure.

19.2. For the duration of the Force Majeure event, the performance of the obligations and associated obligations of the other party shall be terminated and the term of this Contract shall extend for the duration of force majeure.

19.3. When the Force Majeure event continuous for more than 30 (thirty) days, either party may claim termination of the Contract.

20. SETTLEMENT OF DISPUTES

20.1. Any dispute arising out from this Contract or in relation to its performance shall be settled through negotiations between the Parties. Should the Parties fail to settle the dispute through negotiations, the dispute shall be settled according to the Bulgarian legislation (Public Procurement

отношенията между тях.

18.4. Договорът може да бъде развален чрез 15 (петнадесет) дневно писмено предизвестие от изправната страна до неизправната в случай на неизпълнение на поетите с договора задължения.

18.5. **ВЪЗЛОЖИТЕЛЯТ** може да прекрати договора, ако в резултат на непредвидени обстоятелства, не е в състояние да изпълни своите задължения. В тези случаи **ВЪЗЛОЖИТЕЛЯТ** заплаща на **ИЗПЪЛНИТЕЛЯ** действително изпълнените и приети дейности по договора, без да дължи обезщетение за претърпени вреди и /или пропуснати ползи.

18.6. **ВЪЗЛОЖИТЕЛЯТ** може да развали договора и да поиска заплащане на неустойка по т.17.1, но не повече от сумата определена в раздел 2 на договора, в случай че **ИЗПЪЛНИТЕЛЯТ** не започне работа по договора повече от 30 дни след датата за начало на изпълнението.

19. НЕПРЕОДОЛИМА СИЛА

19.1. В случай, че някоя от страните не може да изпълни задълженията си по този договор поради непредвидено или непредотвратимо събитие от извънреден характер възникнало след сключване на договора, което пречатства неговото изпълнение, тя е длъжна в 3-дневен срок писмено да уведоми другата страна за това. Това събитие следва да бъде потвърдено от компетентните органи на държавата, в която е възникнало събитието, в противен случай страната не може да се позове на непреодолима сила.

19.2. Докато трае непреодолимата сила, изпълнението на задълженията и свързаните с тях насрещни задължения се спира и срокът на договора се удължава с времето, през което е била налице непреодолимата сила.

19.3. Когато непреодолимата сила продължи повече от 30 (тридесет) дни, всяка от страните може да поиска договора да бъде прекратен.

20. РЕД ЗА РЕШАВАНЕ НА СПОРОВЕТЕ

20.1. Всички спорни въпроси, произлизащи от настоящия договор или при изпълнението му, ще се решават чрез преговори между двете страни. В случай, че спорните въпроси не могат да бъдат решени чрез преговори, същите ще бъдат решавани съгласно Българското

<p>Act, Obligations and Contracts Act, Commerce Act, Code of Civil Procedure, etc.).</p> <p>20.2. In case of any dispute between the parties resulting from the interpretation of this Contract, the following priority of documents shall be applied:</p> <ul style="list-style-type: none"> - The Contract signed by the parties; - General Terms and Conditions of the Contract; - Technical Proposal of THE CONTRACTOR; - Terms of Reference/Technical Specification of THE CONTRACTING AUTHORITY - Offered price. <p>21. CONTRACT COORDINATOR FOR THE CONTRACTING AUTHORITY</p> <p>21.1. THE CONTRACTING AUTHORITY shall be obliged to nominate an official in charge of the performance of the Contract. The Contract coordinator shall represent the THE CONTRACTING AUTHORITY and organize the work under the Contract for THE CONTRACTING AUTHORITY.</p> <p>21.2. THE CONTRACTING AUTHORITY shall be entitled to replace the contract coordinator at any time during the performance of the Contract. THE CONTRACTOR shall be notified of the replacement in writing.</p> <p>22. CONTRACT COORDINATOR FOR THE CONTRACTOR</p> <p>22.1. THE CONTRACTOR shall be obliged to nominate an official in charge of the performance of the Contract. The contract coordinator shall represent THE CONTRACTOR and organize the work under the Contract for THE CONTRACTOR.</p> <p>22.2. THE CONTRACTOR shall be entitled to replace the contract coordinator at any time during the performance of the Contract. THE CONTRACTOR shall be notified of the replacement in writing.</p> <p>23. COMMUNICATIONS BETWEEN THE PARTIES</p> <p>23.1. All communications between the parties shall be made solely between the contract coordinators through the Contract administrator. If a certain</p>	<p>законодателство (ЗОП, ЗЗД, ТЗ, ГПК и др.)</p> <p>20.2. В случай на спор между страните при тълкуването на настоящия договор, трябва да се спазва следния ред на приоритет на документите:</p> <ul style="list-style-type: none"> - Договорът, подписан от страните; - Общи условия на договора; - Техническа оферта на ИЗПЪЛНИТЕЛЯ - Техническо задание /техническа спецификация на ВЪЗЛОЖИТЕЛЯ; - Предлагана цена. <p>21. ОТГОВОРНО ЛИЦЕ ОТ СТРАНА НА ВЪЗЛОЖИТЕЛЯ</p> <p>21.1. ВЪЗЛОЖИТЕЛЯТ е длъжен да определи отговорно лице по изпълнението на договора. Отговорното лице представя ВЪЗЛОЖИТЕЛЯ и организира работата по договора от страна на ВЪЗЛОЖИТЕЛЯ.</p> <p>21.2. ВЪЗЛОЖИТЕЛЯТ има право да смени отговорното лице по всяко време на изпълнение на договора. ИЗПЪЛНИТЕЛЯТ се уведомява писмено за предприетата промяна.</p> <p>22. ОТГОВОРНО ЛИЦЕ ОТ СТРАНА НА ИЗПЪЛНИТЕЛЯ</p> <p>22.1. ИЗПЪЛНИТЕЛЯТ е длъжен да определи отговорно лице по изпълнението на договора. Отговорното лице представя ИЗПЪЛНИТЕЛЯ и организира работата по договора от страна на ИЗПЪЛНИТЕЛЯ.</p> <p>22.2. ИЗПЪЛНИТЕЛЯТ има право да смени отговорното лице по всяко време на изпълнение на договора. ВЪЗЛОЖИТЕЛЯТ се уведомява писмено за предприетата промяна.</p> <p>23. КОМУНИКАЦИЯ МЕЖДУ СТРАНИТЕ</p> <p>23.1. Комуникацията между страните се води само между определените отговорни лица чрез референта по договора. Когато дадено съобщение трябва да достигне до друго лице,</p>
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message should be communicated to another person acting on behalf of **THE CONTRACTING AUTHORITY** or **THE CONTRACTOR**, it shall be delivered by the contract coordinators.

23.2. All messages, notices and orders, associated with the Contract performance and exchanged between **THE CONTRACTING AUTHORITY** and **THE CONTRACTOR** shall be considered valid if sent in writing in person, by e-mail, by telefax or by courier, upon signature of the receiving party.

23.3. The current addresses and fax numbers of the parties shall be indicated in the Contract. If not indicated in the Contract, the address and fax number of **THE CONTRACTING AUTHORITY** indicated in the public procurement package and those of **THE CONTRACTOR** indicated in its tender shall be deemed valid.

23.4. The parties shall be entitled to informal communication by telephone for work facilitation. The informal communications shall be considered void and not officially accepted.

23.5. Communications with foreign **CONTRACTORS** shall be in Bulgarian language. Translation of the documents in Bulgarian shall be at the expense of **THE CONTRACTOR**.

23.6. Either party shall be entitled to require a kick-off meeting at the commencement of the Contract for clarification of the requirements to the performance of the Contract, the objectives of the **THE CONTRACTING AUTHORITY**, performance acceptance criteria for the performance of the contract and planning, performance, and manufacturing which should be performed by **THE CONTRACTOR**.

23.7. When in the process of performance of the contract works, situation occurs which require drawing up a Record of Findings signed by both parties, the affected party shall send an invitation with the location, date and time of the meeting. The notified party shall answer within a 3(three)-day period upon notice (the date of the incoming letter shall be considered the date of notification).

24. LANGUAGE OF THE CONTRACT

24.1. The Contract with local **CONTRACTORS** shall be drawn up and signed in Bulgarian, in two

участващо в изпълнението от страна на **ВЪЗЛОЖИТЕЛЯ** или от страна на **ИЗПЪЛНИТЕЛЯ**, това се осъществява чрез отговорните лица по договора.

23.2. Всички съобщения, предизвестия и нареждания, свързани с изпълнението на договора и разменяни между **ВЪЗЛОЖИТЕЛЯ** и **ИЗПЪЛНИТЕЛЯ** са валидни, когато са изпратени в писмена форма – лично, чрез електронна поща, телефакс или куриер, срещу потвърждение от приемащата страна.

23.3. Валидните адреси, факс номера и електронна поща на страните се посочват в договора. В случай, че това не е посочено в договора, за валидни адрес и факс номер на **ВЪЗЛОЖИТЕЛЯ** се считат, посочените в документацията за участие в процедурата за възлагане на обществена поръчка, а на **ИЗПЪЛНИТЕЛЯ** – посочените в неговата оферта.

23.4. Между страните се допуска неформална комуникация по телефона с оглед улесняване на работата. Неформалната комуникация няма юридическа стойност и не се счита за официално приета.

23.5. Комуникацията с чуждестранни **ИЗПЪЛНИТЕЛИ** се осъществява на български език. Осигуряването на превод на документите на български език е за сметка на **ИЗПЪЛНИТЕЛЯ**.

23.6. Всяка от страните има право да изиска първоначална среща при стартиране на договора с цел уточняване на изискванията към изпълнение на договора, целите на **ВЪЗЛОЖИТЕЛЯ**, критериите за оценка на изпълнението на договора и планиране, изпълнение и производство, които трябва да извърши **ИЗПЪЛНИТЕЛЯ**.

23.7. Когато в хода на изпълнение на работата по договора възникнат обстоятелства, изискващи съставянето на двустранно подписан констативен протокол, заинтересованата страна отправя до другата, мотивирана покана с обозначено място, дата и час на срещата. Уведомената страна е длъжна да отговори в три дневен срок след уведомяването (за дата на уведомяването се счита датата на входящия номер).

24. ЕЗИК НА ДОГОВОРА

24.1. Договорът с местни **ИЗПЪЛНИТЕЛИ** се съставя и подписва на български език в 2

identical copies.

24.2. The Contract with foreign **CONTRACTORS** shall be signed in Bulgarian and in another language, if specified in the Contract. In case of any dispute the Bulgarian text shall prevail over the other language texts, unless otherwise specified in the Contract.

REGISTERED OFFICE

THE CONTRACTOR:

IMI "Th. Jansen-Armaturen GmbH"

Germany

Fax (Tel.):

UIC:

VAT No.

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THE CONTRACTING AUTHORITY:

"Kozloduy NPP" Plc

3321 Kozloduy

BULGARIA

Fax (Tel.): +359 973/7 60 27; 35 30

UIC 106513772

VAT Nr. BG 106,513,772

CHIEF EXECUTIVE OFFICER

NASKO MIHOV

еднообразни екземпляра.

24.2. С чуждестранни изпълнители, договора се подписва на български език и на друг език, ако това е упоменато в договора. При противоречие на текстовете на различните езици, валиден е българският текст, освен ако не е определено друго в договора.

REGISTERED OFFICE

THE CONTRACTOR:

IMI "Th. Jansen-Armaturen GmbH"

Germany

Fax (Tel.):

ЕИК:

ИН по ДДС:

/...../

[illegible]

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/ /

THE CONTRACTING AUTHORITY:

"Kozloduy NPP" Plc

3321 Kozloduy

BULGARIA

Fax (Tel.): +359 973/7 60 27; 35 30

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CHIEF EXECUTIVE OFFICER

/NASKO MIHOV/