

STRABAG SRL
DIRECTORATE NT / Bereich EE
CIVIL ENGINEERING AND BUILDING
CONSTRUCTION
Calea 13 Septembrie no. 90, Sect.5
RO-Bucuresti
Reg. J40/13563/1994 , CIF RO6891914

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STRABAG

Subcontract Nr.: IER_08

SC ENERGOFOR SRL
RO 12826406, J04/140/2000
Str. Garii nr. 100, Hemeius, jud. Bacau
RO-607235
as Subcontractor (AN)
în calitate de Subantreprenor (AN)
Bucuresti, 12.02.2020

The company S.C. STRABAG S.R.L., hereinafter referred to as Main Contractor (AG), awards SC ENERGOFOR SRL, hereinafter referred to as Subcontractor (AN)

Firma S.C. STRABAG S.R.L., denumită în continuare Antreprenor General (AG) însărcinează firma SC ENERGOFOR SRL care se va denumi în continuare Subantreprenor (AN):

for the construction project:
(Proiect de construcție:)

Turn Racire TRF2 Romgaz-IERNUT

cost centre:
(Centru de cost:)

201/6416

with the execution of the following works / services:
(cu executarea următoarelor lucrări / servicii:)

MEP WORKS - Lucrari de modernizare a sistemelor functionale se Sarcini ISPE cod 8545/2017-S0102948-C4, capitolul I.3.2; Lucrari de reabilitare a instalatiilor electrice, conform cerintelor tehnice din Caietul de Sarcini ISPE cod 8545/2017-1-S0102088-E0; Lucrari de reabilitare a instalatiei de legare la pamant, conform cerintelor tehnice din Caietul de Sarcini ISPE cod 8545/2017-1-D0088085-E0.

Net contract value according to negotiating official record dated 07.02.2020 (Valoarea contractului conform proces verbal de negociere din 07.02.2020)	2.347.528,87 RON
plus 19% VAT (plus T.V.A.)	446.030,48 RON
TOTAL GROSS VALUE: (VALOAREA TOTALĂ A CONTRACTULUI):	2.793.559,35 RON

1. The following documents are integral parts of this Contract:

(Fac parte integrantă din această contract:)

- 1.1 The present agreement signed by the Subcontractor on 12.02.2020 including any appendices.
(Prezentul contract semnat de AN pe data de 12.02.2020 împreună cu eventualele anexe.)
- 1.2 The negotiating official record which is known to the AN and has been signed by the AN 07.02.2020.
(Procesul verbal de negociere cunoscut și semnat de AN pe data de 07.02.2020)
- 1.3 not applicable (nu este cazul)
- 1.4 The Main Contractor's „General Contractual Conditions for Works performed by subcontractors in Romania (GCC)“ in their version as valid at the time of contract award, accepted by the AN.
(„Condițiile generale contractuale pentru lucrari executate de suantreprenori in România (GCC)“, recunoscute si acceptate de AN.)
- 1.5 The tender documents including all technical and legal specifications of the Main Contractor's Employer, as far as they are applicable for the works executed by the AN.

(Caietul de sarcini precum si toate conditiile de baza din contractul incheiat cu Investitorul, in masura in care acestea sunt aplicabile lucrarilor executate de AN.)

- 1.6 Construction drawings approved by the authorities or which must be approved including technical specifications as well as the building permit and other official permits as far as they are applicable for the AN's works.

(Planurile de constructie aprobate de autoritati sau care trebuie aprobate de acestea, impreuna cu toate documentatiile tehnice, precum si autorizatia de construire si alte autorizatii oficiale, in masura in care acestea sunt aplicabile lucrarilor executate de AN.)

- 1.7 The relevant Romanian and European standards, regulations and technical specifications in force.

(Standardele romanesti si europene relevante, regulamentele si specificatiile tehnice.)

- 1.8 not applicable (nu este cazul)

- 1.9 Annex 6 BoQ.

(Anexa 6 BoQ)

- 1.10 not applicable (nu este cazul)

In case of contradictions these documents shall apply in the above mentioned order.

(In cazul unor contradictii, documentele vor fi aplicabile in ordinea mentionata mai sus.)

2. Other contractual conditions in addition to the basic contractual documents mentioned under clause 1.:

(Alte conditii contractuale in completarea documentelor contractuale de baza mentionate la punctul 1)

Should the AN be awarded daywork, variation orders or additional works, these shall be subject to the same agreements as are valid for the Main Contract.

(Daca AN va realiza lucrari zilnice, lucrari aditionale sau lucrari datorate schimbarilor proiectului, acestea se vor supune intelegurilor ce sunt considerate valide in contractul principal.)

The AN shall not be entitled to any kind of claims toward the Main Contractor under a contractual relationship if the AN is rejected by the Investor(Employer), for any reason whatsoever, prior to execution or during the execution of the works.

(Subantreprenorul nu este va fi indreptatir la nici un fel de revendicari fata de Antreprenorul General, in cazul in care Subantreprenorul, din anumite motive, este respins de catre Investor inainte sau in timpul executiei lucrarilor.)

Should the AN start execution of the contractual works, supplies and services, the entire Contract and the underlying terms and conditions shall become effective even without AN's confirmation.

(Daca AN incepe executarea lucrarii contractate, atunci prezentul contract precum si termenele si conditiile sale devin efective chiar daca AN nu l-a confirmat prin semnatura.)

For clarity, AN shall include in its contracts with all Subcontractors/Suppliers engaged for the execution of the Works, a provision for the AG to step-in as beneficiary/employer, or whatever term is used, in the event of termination of the Contract by the AG due to the AN's fault. The right to step-in shall be applicable as from the date when the AG has delivered to the AN the termination notice of the Contract.

(Pentru claritate, AN va include in contractele sale cu toti Subcontractorii/Furnizorii contractuali pentru executia Lucrarilor, prevederea ca AG poate interveni ca beneficiar/angajator, sau orice alt termen e folosit, in eventualitatea terminarii Contractului de catre AG din vina AN. Dreptul de a interveni se va putea aplica din data in care AG a predat catre AN instiintarea de terminare a Contractului.)

The AG shall be entitled to pay directly to the AN's Subcontractors/Suppliers any amounts due by AN to its Subcontractors/Suppliers under the subcontract agreements under the following {cumulatively) conditions: (i) if the AN has approved the respective payments to the Subcontractors/Suppliers, (ii) if the delay in payment is unjustified and (iii) if the AG has notified the AN about such payment. Any payment issued by the AG directly to a Subcontractor/Suppliers will be deducted from the amounts owed by the AG to the AN and the AN shall have no claims and/or demands against the AG in such a case.

(AG va avea dreptul sa plateasca direct Subcontractorilor/Furnizorilor lui AN, orice sume datorate de AN Subcontractorilor/Furnizorilor sai, conform intelegurilor contractuale daca se indeplinesc (cumulat) urmatoarele conditii: (i) daca AN a aprobat platile respective catre Subcontractorii/Furnizori, (ii) daca intarzierile la plata nu sunt justificate si (iii) daca AG a instiintat AN despre aceste plati. Orice plata facuta direct de AG catre un Subcontractor/Furnizor va fi dedusa din sumele datorate de AG catre AN si AN nu va avea nici o pretentie si sau cereri impotriva AG in acest caz.)

The AN shall be responsible for the acts or defaults of any Subcontractor/Suppliers, its agents and employees, as if they were the acts or defaults of the AN.

(An va fi responsabil pentru actiunile sau greselile oricarui Subcontractor/Furnizor, agent si angajati de-ai lui, ca si cum ar fi actiunile sau greselile lui AN.)

The AN hereby undertakes full liability for all the works, services and supplies rendered by any of its Subcontractors/Suppliers.

(AN isi asuma raspunderea deplina pentru toate lucrarile, serviciile si bunurile oferite de catre oricare dintre Subcontractorii/ Furnizorii sai.)

Notice to correct :

If the AN fails to carry out any obligation under the Contract and/or Law, the AG may by notice require the AN to make good the failure and to remedy it within a reasonable deadline (but no more than 7 days) indicated in the announcement notice. To dispel any doubt such notice shall not be regarded as an extension of time for the AN to perform its obligations and shall not derogate from the AN's liability for such a breach.

(Notificare de conformare:
In cazul in care AN nu isi indeplineste obligatiile ce ii revin conform Contractului si/sau Legii, AG poate solicita AN, prln intermediul unei notificari, sa repare si sa remedieze situatia intr-un termen rezonabil (insa fara a depasi 7 zile), dupa cum se indica in notificare. Pentru evitarea oricarei incertitudini, respectiva notificare nu trebuie considerata drept o prelungire a termenului de executie in scopul indeplinirii obligatiilor de catre AN si nu diminueaza obligatia AN fata de respectiva incalcare.)

AG 's Entitlement to unilateral Termination - termination for convenience

The AG is entitled to unilaterally denounce (Ro „denuntare unilaterala”) the Contract at any time and at its sole choice, by means of a written notification sent with 7 days in advance to the AN, without payment of any compensation to the AN and without intervention of the law court or any other formality, and this shall not represent a breach of the Contract by the AG and shall not offer the AN a cause (reason) to submit claims to the AG. The AG shall be obliged to pay any Work already executed and provable costs for the already ordered material or in production according to the Contract , under the terms and according to the quality standards provided, until unilateral denunciation of the Contract.

(Dreptul AG la reziliere unilaterala - denuntare unilaterala

AG are dreptul de a denunta unilaterally Contractul in orice moment convenabil pentru AG, printr-o notificare scrisa adresata AN cu 7 zile in avans, fara plata niciunei despagubiri catre AN si fara interventia instantei sau orice alta formalitate, iar acest lucru nu va constitui o incalcare a Contractului de catre AG si nu va oferi AN un motiv de a pretinde daune de la AG. AG are obligatia de a plati orice Lucrare deja executata si costurile demonstrate pentru materialele deja comandate sau in productie conform Contract in conditiile si conform standardelor de calitate prevazute, pana la denuntarea unilaterala a Contractului.)

Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a Subcontractor/Supplier , the AG may request the AN to supply reasonable evidence that the Subcontractor/Suppliers has received all amounts due in accordance with previous Payment Certificates, less applicable deductions.

(Dovada platilor

Inainte de a emite Certificatul de Plata cu suma platibila Subcontractantului/Furnizorului, AG poate solicita AN sa faca dovada rezonabila ca Subcontractantul /Furnizorii a/au primit toate sumele datorate in conformitate cu Certificatele de Plata anterioare, cu exceptia deducerilor aplicabile.)

Amendments and obliterations in, or additions to the present document shall not be recognised. Possible amendments, extensions and changes to the Contract require the written form and Main Contractor's signature for approval.

(Amendamentele si modificarile la prezentul contract nu vor fi recunoscute decat daca sunt efectuate in scris semnate si aprobate de AG.)

The ruling language of this contract is English. In the case of ambiguities or discrepancies between English and Romanian text, the English version shall prevail.

(Limba aplicabila contractului este Engleza. In cazul unor divergente intre textul in engleza si cel in romana, va prevala textul in limba engleza.)

3. Additional agreements:

(Ințelegeri suplimentare):

Payment is due 30 days net after receipt of the Subcontractor's original invoice. The invoiced work completion percentages for each activity must be based on measurement which has previously been approved by the AG in the monthly report (IPC).

(Plata se va face in 30 zile net dupa primirea facturii originale de la AN. Procentajele facturate care indica gradul de realizare pentru fiecare activitate trebuie sa se bazeze pe masuratori aprobate de AG intr-un raport lunar (IPC).)

Prices are fixed until end of contract.

(Preturi raman fixe pana la finalizarea contractului.)

Cost rate for Main Contractor's provisions, utilities, insurances: - (according with NOR) .

(Costurile deduse de AG pentru aprovizionarea AN cu utilitati si asigurarea lucrarii: - (conform NOR). .)

Period for the execution of the works / services: from - until - according with time schedule.

(Perioada de executie a lucrarilor este de la - pana la - conform cu graficul de executie.)

Milestone deadline for completion of the works / services: -

(Terme intermediare de finalizare a lucrarilor / serviciilor: -)

Further (intermediate) Milestone deadlines: -

(Alte termene de predare intermediare -

Penalties for delaying the milestones are: 0,1 % per calendar day, maximum unlimited.- from the total contractual value.

(Penalitati de intarziere pentru depasirea termenelor intermediare si pentru depasirea termenului de finalizare: 0,1 % pentru fiecare zi calendaristica de intarziere dar nu mai mult de: nelimitat. - din valoarea totala a contractului.)

The defects liability period ends after 3 years and 3 months from the official Taking Over of the Works signed by the Investor / Employer.

(Perioada de garantare a lucrarilor se sfarseste dupa 3 ani si 3 luni la data semnarii de catre Investitor/Beneficiar a Procesului Verbal de Receptie la terminarea lucrarilor.)

Retention money of 10 % will be deducted from the net amount certified for each interim payment. 5 % of the net amount certified in the final invoice protocol shall be retained for the defects liability period and released at the end of the set date.

This amount will be released under the condition that the AN will entirely fulfill its contractual and legal obligations during the defects liability period.

(Retinerile de numerar de 10 % vor fi facute din suma neta corespunzatoare fiecarei plati intermediare. 5 % din suma neta certificata prin protocolul facturii finale va fi retinuta pentru perioada de garantie a lucrarilor si remediarea deficientelor. Aceasta suma va fi restituita la finalul acestei perioade .)

(Aceasta suma va fi restituita cu conditia ca AN sa isi indeplineasca in totalitate obligatiile contractuale si legale din perioada de garantie.)

Invoices and correspondence must be issued to the address of the central office (as given in header of the present document) and sent to the following office address: Calea 13 Septembrie, nr. 90, sector 5, Bucuresti.

(Facturile si corespondenta vor facute pe adresa sediului central (cum este trecuta in antetul acestui document) si trimise la urmatoarea adresa: Calea 13 Septembrie, nr. 90, sector 5, Bucuresti.)

The AN has to provide a copy of his comprehensive liability insurance (3rd party insurance), including professional indemnity in total value of the contract's value valid until complete finishing of the contracted works. The coverage amount per event from the Policy should be equal with the insured value and should be presented within 5 days after signing the contract. Nothing in this limits the obligations, liabilities or responsibilities of the AN, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the AN in accordance with these obligations, liabilities or responsibilities.

In order to avoid any doubts, the fact that part of the insurances can be obtained by the AG on the AN's cost shall not limit, in any way, the AN's responsibility and its obligations under the Contract and the Law.

(AN trebuie sa prezinte o copie a asigurarii de raspundere civila proprie, inclusiv de raspundere civila profesionala in valoare totala de minim valoarea contractului si valida pana la finalizarea completa a lucrarilor contractate. Suma de acoperire pe eveniment a asigurarii trebuie sa fie aceeaasi cu valoarea contractului si trebuie prezentata in termen de 5 zile de la semnarea contractului. Nimic din acestea nu limiteaza datorile, obligatiile sau responsabilitatile AN, in conformitate cu celelalte conditii ale Contractului sau in alt mod. Orice sume care nu sunt asigurate sau nu sunt recuperate de la asiguratorii vor fi suportate de catre AN in conformitate cu aceste obligatii, datorii sau responsabilitati. Pentru a evita orice indoieli, faptul ca o parte a asigurarilor pot fi obtinute de catre AG, pe cheltuiala lui AN, nu va limita, in niciun fel, responsabilitatea AN si obligatiile care ii revin in temeiul contractului si a Legii.)

AN must have valid insurance policies for all its personnel during the execution period. If requested, this will be presented to AG at any time.

(AN trebuie sa detina potite de asigurare valide pentru tot personalul in timpul executiei lucrarilor. Cand se solicita, acestea trebuie prezentate lui AG in orice moment.)

AG may, at any time, terminate this SUBCONTRACT for any reason or without any reason by giving the AN a notice of termination that refers to Termination for AG's or Investor/Client's Convenience. If this occurs, AG shall pay to the AN the value for the performed services that were approved by the Investor/Client up to the date of termination of this SUBCONTRACT

(AG poate rezilia in orice moment acest SUBCONTRACT pentru orice motiv sau fara motiv trimitand catre AN o adresa de reziliere care se refera la incheierea conform motivelor Investitorului/Clientului. Daca acest lucru se intampla, AG va plati contravaloarea serviciilor prestate de catre AN care au fost aprobate de catre Investitor/Client pana la data incheierii acestui SUBCONTRACT.)

3.1 Further Additional agreements:

(Alte intelegeri suplimentare):

Contractual correspondence has to be in English language. English is the prevailing language of the contract.

(Corespondenta contractuala va fi in limba engleza. Limba engleza prevaleaza.)

4. Applicable law, jurisdiction:

(Legea aplicabila, instanta de judecata):

This agreement shall be governed by and construed in accordance with the Romanian laws. The parties shall endeavour to settle amicably any dispute arising out of or in connection with this agreement. Failing amicable settlement, any such dispute shall be forwarded to the ordinary competent courts in Bucharest.

(Acest contract va fi guvernata si interpretata in conformitate cu legea romana. Partile vor incerca sa rezolve eventualele neintelegeri pe cale amiabila. In cazul in care nu se ajunge la o conciliere amiabila, litigiul va fi dedus spre solutionare instantelor judecatoresti competente din Bucuresti.)

5. Final clause:

(Clauză finală):

To confirm acceptance of this Contract, your agreement and recognition of the above terms and conditions, please have the present document duly signed by an authorised signatory.

(În semn de acceptare a acestui contract, a termenelor si conditiilor contractuale, va rugam sa semnati acest contract prin reprezentantul dvs. autorizat.)

on behalf of Main Contractor:
(Pentru Antreprenorul General (AG):)

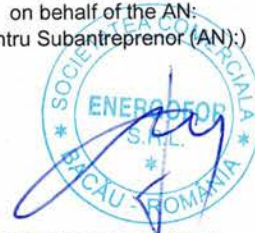
Cristina Grigore
Commercial Area Manager



.....
Authorised signature (Semnatura autorizata)

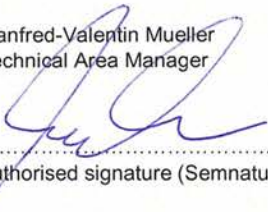
on behalf of the AN:
(Pentru Subantreprenor (AN):)

Gheorghe Paduraru
Administrator



.....
Authorised signature (Semnatura autorizata)

Manfred-Valentin Mueller
Technical Area Manager



.....
Authorised signature (Semnatura autorizata)

Enclosures:

1. *Negotiation Official Report / Proces verbal oficial de negociere*
2. *Project documentation -execution drawings on DVD or on e-mail*
Documentatie proiect – desene de executie pe DVD sau pe e-mail
3. *Time schedule/Grafic executie lucrari*
4. *General Contractual Conditions for Works executed by subcontractors in Romania (GCCW)*
/Condiții contractuale generale pentru lucrari executate de Subantreprenori in Romania
5. *Work Agreement on Labor Safety (Prevention and Protection) / Convenție de lucrari pe linie de*
S.S.M.(prevenire si protectie)
6. *Bill of Quantities / Lista de preturi si cantitati (BoQ)*
7. *Draft Warranty bond / Model scrisoare de garantie bancara*

Distribution:

Recipient
Site (PM, QS, Record, File)

VIDIU BUCATARU



NEGOTIATION OFFICIAL REPORT

(Proces verbal oficial de negociere)

Place Bucuresti
 (Loc)

Data
 (Data) 07.02.2020

A CONSTRUCTION PROJECT

A (Proiect de constructie)

Project name (Denumire proiect)	Cooling Tower- Romgaz Mures, Iernut	Site / Place (Amplasament / Loc)	Iernut
Cost center (Centru de cost)	201.6416	Street / No.	
MEP Group Leader: (Sef Serviciu Instalatii)	Ovidiu Bucataru	Phone. No./ E-Mail: (Telefon / E-Mail)	ovidiu.bucataru@strabag.com

B WORKS

B (Lucrari)

Name(s):	MEP Works
(Denumire(i))	-Lucrări de modernizare a sistemelor funcționale, conform cerințelor tehnice din Caietul de Sarcini ISPE cod 8545/2017-1-S0102948 - C4, capitolul I.3.2. ; -Lucrări de reabilitare a instalațiilor electrice, conform cerințelor tehnice din Caietul de Sarcini ISPE cod 8545/2017-1-S0102088 - E0 -Lucrări de reabilitare a instalației de legare la pământ, conform cerințelor tehnice din Caietul de Sarcini ISPE cod 8545/2017-1-D0088085 - E0 .

C NEGOTIATION PARTNER

C (Partener de negociere)

	Main Contractor (AG) (Antreprenor general) (AG)	Tenderer (AN) (Ofertant) (AN)
Company name (Denumire firma)	STRABAG S.R.L.	SC ENERGOFOR SRL
Site / place (Amplasament / Loc)	RO-050713 Bucharest, sect. 5	RO-Bacau
Street / No. (Strada Nr.)	Calea 13 Septembrie nr. 90	Str. Garii, nr.100, Hemeius
Phone. No., Fax. No. (Telefon, Fax)	Tel.: +40(0)21/403 4331 Fax: +40(0)21/403 4330	Tel.: 004 0234 562 410 e-mail: office@energofor.ro
Trade Register (Reg. Com.)	C.U.I. RO 6891914 J40/13563/1994	CUI RO 12826406 J04/140/2000
Delegate representative of the company (Reprezentant responsabil)	Mr. Manfred Muller	Mr. Gheorghe Paduraru

Participant in negotiation (Participant la negociere)	Mr. Ovidiu Bucataru Mr. Manfred Muller	Mr. Gheorghe Paduraru
MEP Grup Leader (Sef Serviciu Instalatii)	Ovidiu Bucataru	

D TENDER VALUE

D (Valoare oferta)

AN-Tender from:

05.12.2019

AN-Additional tender(s) of with new price in positioner

AN – Oferta din:

AN – Oferta (e) suplimentara din:

		EURO Works
Tender value VAT excluded (Valoare oferta fara TVA)	Unrounded (Nerotunjita) Mathematically rounded (Rotunjita matematic)	2,395,437.63
tender negotiated after the change of the unitary prices and the works (oferta renegociata dupa modificarea preturilor unitare si a lucrarilor)		
Less Discount (minus rabat)	<input type="checkbox"/> general discount of (reducere generala de)	
	<input checked="" type="checkbox"/> lump sum discount (reducere pausala)	2% 47,908.75
Tender value negotiated with no VAT: (valoarea oferta negociata fara TVA) :		2,347,528.87

1 NEGOTIATION

1 (Negociere)

The negotiation serves as preparation for a possible authorization of the work by the Tenderer. By signing the negotiation official report, the Tenderer confirms he acknowledged the content of the negotiation. In case the work is authorized, this negotiation official report becomes an integral part of the agreement.

(Negocierea servește ca pregătire pentru o eventuală acordare a lucrării către ofertant. Prin semnarea procesului-verbal de negociere, ofertantul confirmă că a luat corect la cunoștință despre conținutul negocierii. În cazul acordării lucrării, acest proces-verbal de negociere devine parte integrantă a contractului.)

The Tenderer undertakes on the basis of the explanations in this official report to maintain the tender opened up to the above mentioned date. The authorization of the work by the Tenderer is made by individual order or by the conclusion of a Subcontract.

(Ofertantul se angajează ca în baza explicațiilor din acest proces-verbal, să mențină oferta deschisă până la data indicată mai jos. Acordarea lucrării către ofertant se face printr-o comandă separată sau prin încheierea unui contract de subantrepriză.)

The tender is valid up to: Contract completion
 (Oferta valabilă până la:) Finalizarea contractului

2 WORKS SUBCONTRACTED TO THIRD PARTIES

2 (Subcontractarea lucrarilor catre terti)

The subcontracting of works or partial works to third parties needs at all times, the express written approval of the AG. If the official report is signed by the AG, it does not replace this agreement.

(Subcontractarea în totalitate a lucrării sau de lucrări parțiale către terți necesită în absolut toate situațiile acordul expres scris al AG-ului. Semnarea prezentului proces-verbal de către AG nu înlocuiește acest acord.)

Does the Tenderer intend to subcontract works to contractors who don't have the registered office in Romania? yes (da) no (nu)
(Intentioneaza ofertantul sa subcontracteze lucrari catre antreprenori care nu isi au sediul in Romania?)

3 **TERMS**
3 **(Termene)**

The time schedule has been established by mutual agreement between parties and it is an integral part of the Contract.
(Graficul de executie a fost stabilit de comun acord intre parti si este parte integranta din contract.)

Time for Completion of the Works

According to the attached Time Schedule

4 **CONTRACTUAL PENALTIES**
4 **(Penalizari contractuale)**

For exceeding the established terms according to point 3 of the official report thereof, a contractual penalty shall be established. This penalty shall be calculated based on the value of the agreement and for each calendar day, in the percentages mentioned below:

a) for intermediate terms:	0.1% of Contract Value (Milestones to be defined in the Schedule)	(maximum but, not more	unlimited - nelimitat
a) pentru termene intermediare:		(maxim, dar nu mai mult	
b) for the final term:	0.1% of Contract Value	(maximum but, not more	unlimited - nelimitat
b) pentru termen final		(maxim, dar nu mai mult	

The payment term begins on the receipt by AG of the correct original invoice, together with the original work report signed and approved by both parties.

For payment delay of the accepted invoices, AN can apply penalties of 0,1% per calendar day of delay from the amount due for payment.

(Termenul de plata incepe la primirea de catre AG a facturii originale corecte, impreuna cu raportul de lucrari in original, semnat si aprobat de ambele parti.

Pentru intarzieri la plata, AN poate aplica penalitati de 0,1% pe zi calendaristica de intarziere din suma intarziata la plata.)

c) Penalties in the warranty period:

If the AN will not rectify as per Defect Notification, for each day above 15 days as from the Notification will pay damages 0,05% from the Contract value per each day of delay.

5 **GUARANTEES**
5 **(Garantii)**

The Tenderer undertakes that before starting the works, to place at the disposal of the AG, without limitations, all the agreed letters of guarantees. Otherwise, a cash retention is deemed agreed until reaching the value which must be ensured to the AG
(Ofertantul se angajeaza ca inainte de inceperea lucrarilor sa puna la dispozitia AG, fara rezerve, toate scrisorile de garantiile convenite. In caz contrar, se considera convenita o retinere in numerar pana la atingerea valorii care trebuie garantata AG-ului.)

a) Retention money from the partial invoices: Bank guarantee Retention money
(Retinere in numerar din facturile partiale:) (Garantie bancara) (Retinere numerar)

For the insurance of the proper execution of the works a 0% guarantee of execution shall be established out of the

(Pentru asigurarea unei executii corespunzatoare a lucrarilor se stabileste o garantie de executie de 0% din suma neta contractata, printr-o garantie bancara acceptata de AG, sau in numerar.)

- b) Guarantee / Defects liability period for the works-
(Garantie / Perioada de garantie a lucrarilor)

Bank guarantee (Garantie bancara) Retention money (Retinere numerar)

3 years and 3 months for all Works (material + labor)

As guarantee for the contractual defects liability period, a percent of **5%** shall be deemed from the final total final contractual value. It can be replaced by a bank guarantee accepted by the AG. The defects liability period of the work starts after full takeover of the works by the Investor/ Employer. No bank guarantee will be provided with a value of 5% from total contract amount, valid for 3 years and 3 months after TOC (Taking over certificate).

(Ca retinere de garantie pe perioada termenului contractual de garantie se considera un procent de 5 % din valoarea totala finala contractuala. Aceasta poate fi inlocuita printr-o garantie bancara acceptata de AG. Perioada de garantie a lucrarii incepe de la data receptiei integrale la terminarea lucrarilor de catre Investitor/ Beneficiar). Se va emite o scrisoare de garantie bancara cu o valoare de 5% din total contract, valabila 3 ani si 3 luni de la semnarea PVRTL.

- c) Performance Bond
(Garantie de buna executie)

Bank guarantee (garantie bancara) Retention money (Retinere numerar)

In order to ensure a good execution of the works, 10% of the net contracted amount (value without VAT), shall be deducted progressively from each invoice. Performance bond amount shall be released as follows:

- 50% within 20 days from signing of with the Employer the Taking Over Certificate at the end of the Works;
- 50% at expiring the Warranty period

(Pentru asigurarea unei executii corespunzatoare a lucrarilor se stabileste o garantie de buna executie de 10% din suma neta contractata (valoarea fara TVA). Aceasta retinere se va acumula prin retineri progresive de 10% din fiecare situatie de lucrari. Eliberarea garantiei de buna executie se va face astfel:

- 50% in 20 de zile de la semnarea Procesului Verbal de Receptie la Terminarea Lucrarilor;
- 50% la exepirarea perioadei de garantie).

- d) Advance Payment Bond
(Garantie pentru plata avans)

Bank guarantee (garantie bancara)

It is established that the AN shall receive from the AG an advance payment in amount **0 Eur**, representing 0% from the contracted amount (value with VAT) against an advance payment bank guarantee letter accepted by the AG. The AG will transfer the advance payment into AN's bank account, in 8 calendar days, only after receiving the original of the AN advance payment bank guarantee letter.

(Este stabilit ca AN va primi de la AG o plata in avans in valoare de **0 Eur**, reprezentand 0% din valoarea contractata (cu TVA), asigurata de o scrisoare de garantie bancara pentru avans acceptata de AG. AG va face plata avansului in contul bancar al AN, in termen de 8 zile, doar dupa primirea in original a scrisorii de garantie bancara pentru avans, mentionata mai sus).

The advance payment shall be deducted as follows:
(Avansul va fi dedus dupa cum urmeaza):

- Pro Rata: the same percentage paid as advance will be deducted from each partial invoice until the advance payment is fully deducted.
(Pro Rata : acelasi procentaj platit ca avans va fi dedus din fiecare factura partiala pana cand avansul va fi stornat complet)
- other conditions: n/a
(alte conditii:)

- e) other conventions established as regards the insurance
(alte conventii stabilite in ceea ce priveste asigurarea)

CAR: AN will provide his own TPL insurance which will cover at least contract value.

(S-au negociat preturi unitare. Preturile convenite pentru executia lucrarilor sunt fixe (pana la emtierea procesului verbal de receptie la terminarea lucrarilor).

7 SETTLEMENT OF ACCOUNTS, INVOICE ISSUANCE
7 (Decontare, emitere facturi)

- a) The works of the Tenderer shall be invoiced:
(Lucrarile ofertantului se vor factura) acc. to measurements (conf.masuratorilor) Lump Sum (pausal)
- b) According to the negotiations, the Tenderer was granted the possibility to issue monthly partial invoices.
(Conform negocierii, s-a acordat ofertantului posibilitatea de a emite facturi lunare partiale.) yes (da) no (nu)
- c) A payment schedule was drawn up, which shall be deemed as the appendix to the official report.
(S-a intocmit un grafic de plati, care se considera anexa la procesul-verbal.) yes (da) no (nu)
- d) Invoice address: As described on page 1
(Adresa de facturare:)

Invoice issuance: 1 – copy (2 copies)
(emitere facturi:) - exemplar (3-exempl.)

The issuance of the final invoice shall be made after the complete take over of the works.
(Emiterea facturii finale se face abia dupa preluarea fara rezerve a lucrarilor.)

The discount granted by the Tenderer shall also be valid for all additional works and the hour payment.
(Reducerea acordata de catre ofertant este valabila de asemenea pentru toate lucrarile suplimentare si plata cu ora.)

8 PAYMENT CONDITIONS
8 (Conventii de plata)

- Standard conditions: 30 calend. days (ZC) without discount, after receiving of the official invoice and approved work report by AG
(conditii standard:) 30 zile calend. (ZC) fara discount, dupa primirea facturii originale si a situatiei de lucrari aprobata de AG
- exceptional conditions: 14 CD with 3% discount (valid for advance payment invoices, all partial and final invoices) after receiving of the official invoice and approved work report by AG. Will be applied if AN will request exceptional conditions and AG will accept the request.
(conditii exceptionale:) 14 ZC cu 3% % discount (valabil pentru facturile de avans, facturile partiale si finale) dupa primirea facturii originale si a situatiei de lucrari aprobata de AG. Se va aplica daca AN va solicita conditiile exceptionale si AG va accepta.

9 SETTLEMENT OF ACCOUNTS / DEVICES AND SERVICES PLACED AT DISPOSAL BY THE AG
9 (Decontari / Aparate si servicii puse la dispozitie de catre beneficiar)

- a) the following costs shall be deducted r from the partial invoices of the tendere:
(urmatoarele costuri se deduc facturile partiale ale ofertantului:)
(percents refer to the gross amounts of the partial invoices)
(procentele se refera la sumele brute ale facturilor partiale)

Site organization and utilities: Water, sewage, electricity, sanitary container, security, waste disposal from the garbage cans to the city landfill, place for containers: 0% from Contract Value

10 MAIL
10 (Corespondenta)

11 ADDITIONAL CONVENTIONS AND COMPLETIONS **11 (Conventii suplimentare si completari)**

11.1.) The tender attached to this negotiation shall be deemed as fully acknowledged.

(LV-ul atasat acestei negocieri se considera ca fiind complet recunoscut.)

11.2.) Day work rate:	Skilled worker	..	€ / hour
	Worker assistant	..	€ / hour
(Preturi regie:	Muncitor calificat	..	€ / ora
	Ajutor de muncitor	..	€ / ora

11.3.) The Tenderer agrees to perform his works in two shifts (7⁰⁰ – 18:00). Upon the request of the AG a continuous work could be performed (24 hours). Clause applicable in case AN will be in delay from his own fault and the time must be recovered, in order to get up to date in the time schedule

(Ofertantul confirma sa isi execute lucrarile in doua schimburi (7⁰⁰ – 18:00). La solicitarea AGului se poate lucra si neintrerupt

(24 ore). Clauza aplicabila in cazul in care AN va fi in intarziere din culpa sa si timpul trebuie recuperat, pentru a ajunge la zi in graficul de lucrari.

11.4 .) The Tenderer received and agrees as integral part of the contract the: „ General Contractual Conditions for works executed by Ofertants in Romania “ and The” WORK AGREEMENT ON LABOR SAFETY (PREVENTION AND PROTECTION)”

(Ofertantul a primit si accepta ca parte integranta a contractului: „Condiții contractuale generale pentru lucrări executate de subantreprenori in România“ si ”CONVENȚIA DE LUCRARI PE LINIE DE SECURITATE A MUNCII (PREVENIRE SI PROTECTIE)”

11.5 .) The participants agreed that the official language of correspondence shall be English. This protocol is made in 2 languages, English and Romanian. In case of misinterpretations between the two languages, the English wording will prevail. The technical documentations are in both English and Romanian.

(Partile au stabilit ca limba oficiala de corespondenta este limba engleza. Acest protocol este editat in 2 limbi, engleza si romana. In cazul unor neintelegeri intre cele doua limbi, versiunea in limba engleza va prevala. Documentatia tehnica este in limba engleza si romana.)

11.6 .) “Warranty period” – the time period between the date of the Reception of Works (with the Client) Completion and the date of the Final Reception, the duration of which is determined by the Contract and within which the Tenderer has the obligation of removing on his expence all the deficiencies caused by not respecting the clauses and Contractual specifications, applicable technical regulations or inappropriate use of Materials, installations, parts etc..

(“Perioada de garantie” – perioada de timp cuprinsa intre data Receptiei la Terminarea Lucrarilor (cu Clientul) si data Receptiei Finale, a carei durata se stabileste prin Contract si in cadrul careia Ofertantul are obligatia inlaturarii pe cheltuiuala sa a tuturor deficientelor aparute datorita nerespectarii clauzelor si specificatiilor Contractuale, a reglementarilor tehnice aplicabile sau a folosirii de Materiale, instalatii, subansamble etc. necorespunzatoare.)

11.7 .) During the warranty period of the works granted by the Tenderer, he will have the obligation to perform only those maintenance operations which, by their nature, involve an authorized intervention, performed only by the Tenderer as the company who offers the warranty, interventions that exclude being carried out by the Contractor in the context of the risk of losing the warranty. During the warranty period of the works granted by the Tenderer, the User shall have the obligation to

respecting the exploitation rules specified in the documentation / technical books made available by the Tenderer at the end of the works. The contract for maintenance works is subject to a separate potential deal.

(In perioada de garantie a lucrarilor acordata de Ofertant, acesta va avea obligatia de a efectua exclusiv acele operatiuni de intretinere care, prin natura lor, presupun o interventie autorizata, efectuata numai de catre Ofertant in calitatea sa de companie care ofera garantia, interventiile care exclud efectuarea acestora de catre Antreprenor in contextul riscului pierderii garantiei. In perioada de garantie a lucrarilor acordata de Ofertant, Utilizatorul va avea obligatia de a asigura intretinerea lucrarilor, in sensul de luare a tuturor diligentiilor si masurilor de pastrare in stare buna a acestora, cu respectarea regulilor de utilizare mentionate in documentatiile/cartile tehnice puse la dispozitie de catre Ofertant la terminarea lucrarilor.) Contractul pentru lucrarile de mentenanta este un subiect pentru o potentiala intelegere separata.

11.8 .) The contract price is fixed. The contract will be Lumpsum. For works payment, the Tenderer will prepare Interim payment situations, in percentages reported to the stage of the executed works, for every item from the contract, at the moment it is prepared.

(Pretul contractului este fix. Contractul va fi Pausal. Pentru decontarea Lucrarilor, Ofertantul va intocmi situatii de lucrari partiale, in procente raportate la stadiul lucrarilor executate pentru fiecare articol din contract, la momentul pregatirii situatiei partiale de lucrari.

11.9 .) Tests on completion shall be carried out in the following sequence:

- a) preliminary tests to start up, which will include specific inspections and functional tests to demonstrate that each component of the Works and Equipment can operate safely in the next stage;
- b) testing at the commissioning of the buildings, which will include running specific functional tests to demonstrate that the Works or Work sectors can work safely and as specified, in all admissible functioning conditions;
- c) functioning tests, which will demonstrate that the Works or Work sectors can operate in safe conditions, according to the Contract conditions;

Provisions of "Technical Specification" and Contractor's procedures and requirements will be respected.

(Testele la terminare se vor efectua in urmatoarea succesiune:

- a) teste preliminare punerii in functiune , care vor include inspectiile specifice si teste functionale pentru a demonstra ca fiecare componenta a Lucrarilor si Echipamentelor poate sa functioneze in conditii de siguranta in urmatoarea etapa;
- b) teste la punerea in functiune a cladirilor, care vor include teste specifice de functionare pentru a demonstra ca Lucrarile sau sectoare de Lucrari pot functiona in conditii de siguranta si asa cum este specificat, in toate conditiile admisibile de functionare;
- c) probe de functionare, care vor demonstra ca Lucrarile sau sectoarele de Lucrari pot functiona in conditii de siguranta, conform prevederilor Contractului;

Se vor respecta prevederile din "Specificatia Tehnica" si procedurile si cerintele Antreprenorului)

11.10 .) The Tenderer will not put in execution any materials except the ones that have been approved in advance by the Contractor, based on technical and quality documents that the Tenderer shall submit to the Contractor in due time.

(Ofertantul nu va pune in opera decat materiale care au fost aprobate in prealabil de Antreprenor, pe baza documentelor tehnice si de calitate pe care Ofertantul le va prezenta Antreprenorului in timp util.)

made through the Contractor.

(Orice cale de comunicare a Ofertantului cu alte parti implicate in executarea Proiectului se va realiza prin Antreprenor.)

11.12.) Prices submitted by the Tenderer to the Contractor shall remain confidential. Any disclosure to other parties involved in the realization of the Project will entitle the Contractor to terminate the Contract and to claim damages.

(Preturile transmise de catre Ofertant Antreprenorului vor ramane confidentiale. Orice divulgare a acestora catre alte parti implicate in realizarea Proiectului il va indreptati pe Antreprenor sa rezilieze Contractul si de a cere daune.)

11.13. The period for IPC (Interim payment certificate) verification is calendar 10 days. AN will submit the monthly work reports between days 20 and 25 of each month.

(Termenul de verificare a SLL (situatiilor de lucrari lunare) este de 10 zile calendaristice. AN va prezenta situatiile de lucrari lunare intre zilele de 20 si 25 ale lunii in curs.)

11.14 AG has the right to nominate subcontractors and/or suppliers which will perform directly under AG or under AN. In this case, the works, services or products procured directly by the AN will be deducted from the contract with AN and paid directly by the AN to the respective supplier. In such cases, the list of nominated subcontractors shall be established before commencing the contract. After the date of signing the contract this clause will be not applicable.

(AG are dreptul de a nominaliza subcontractori si/sau furnizori care vor lucra direct sub AG sau sub AN. In acest caz, lucrarile, serviciile sau produsele achizitionate direct de catre AG vor fi scoase din contractul cu AN si platite direct catre respectivul furnizor de servicii. In aceasta situatie, lista de subcontractori nominalizati se va stabili doar inainte de semnarea contractului. Dupa data semnarii contractului clauza este neaplicabila.)

11.15 n/a

11.16 AN will prepare data sheets and sample (where necessary) for all material and equipment package and will deliver the samples in the location indicated by the beneficiary (in Romania).

(AN va pregati formulare de aprobare si mostre (acolo unde este necesar) pentru toate pachetele de materiale si echipamente si va livra mostre in locatia indicata debeneficiar (pe teritoriul Romaniei).)

11.17 AN is obligated to keep a site log. In the site log there will be recorded daily all the data regarding the performed activities (for ex. volume of activities, working hours, construction material deliveries, weather conditions) as well as all the information required by the active applicable legislation. AN is obligated to hand over to the project manager a copy of the site log, as possible, daily, but at least one a week. The site log will have to be at all times available to all the authorized persons, especially to the public administration representatives.

(AN este obligat sa tina un jurnal de santier. In jurnalul de santier se vor consemna zilnic toate datele legate de activitatile desfasurate (de ex. volumul activitatilor, durata de lucru, livrarile de materiale de constructie, conditiile meteo) precum si toate datele necesare conform legislatiei aplicabile in vigoare. AN este obligat sa inmaneze sefului de proiect o copie a jurnalului de santier, dupa posibilitati, zilnic, insa cel putin o data pe saptamana. Jurnalul de santier va trebui sa fie in permanenta accesibil tuturor persoanelor abilitate, mai ales organelor administratiei publice.)

11.18 AN has the obligation to deliver to the AG all the information regarding the execution of the Contract. This obligation is regarding especially authorizations, permits, agreements and other documents as well as circumstances, conditions and actual changes that can influence the Contract execution. AN is obligated at the solicitation of the AG to deliver the documents in original or legalized copy and, in addition, in electronic format. This regulation is effective from the date of signing the Contract.

(AN are obligatia sa transmita neintarziat AG toate informatiile legate de executarea Contractului. Aceasta obligatie are in vedere in special autorizatii, avize, acorduri si alte documente precum si circumstante, imprejurari si modificari efective care pot influenta executarea Contractului. AN este obligat ca la solicitarea AG sa predea documentele in original sau copie legalizata si, in plus, in format electronic. Aceasta prevedere intra in vigoare de la data incheierii Contractului.)

11.19 AN is obligated, upon the written request of the AG, to remedy at its expense all defects appeared during the period of legal and contractual warranty and originate from a performance not in accordance with the Contract.

Remediation will be made in case of defects that may affect safety in Construction objective operation within 24 (twenty-four) hours of the request of the AG and in case of defects that don't affect the safety in operation within 15 (fifteen) calendar days from the request of AG.

(AN este obligat ca, la solicitarea scrisa a AG, sa remedieze pe cheltuiala sa toate viciile aparute in termenele de garantie legale si contractuale si care provin dintr-o prestatie neconforma cu Contractul.

Remedierea se va face in cazul viciilor care pot afecta siguranta in exploatare a Obiectivului de constructii in termen de 24

11.20 If AN does not respond to the request to remedy the defects within the time aforesaid or if this remediation is not appropriate, AG can remedy the defects at the expense of the AN (through a third party).

(Daca AN nu da curs solicitarii de remediere a viciilor in termenele mentionate anterior sau daca aceasta remediere nu este corespunzatoare, AG poate remedia viciile pe cheltuiala AN (prin intermediul unui tert).)

11.21 If remedying the defects is unreasonable for AG or impossible or would require disproportionate expenses and therefore is rejected by AN, AG may reduce the Remuneration by declaration sent to AN.

(Daca remedierea viciilor este nerezonabila pentru AG sau imposibila sau ar necesita cheltuieli disproportionate si din acest motiv este refuzata de AN, AG poate reduce Remuneratia prin declaratie transmisa catre AN.)

11.22 AN is liable in case of defects produced by fault for damage to life or health and injuries. For defects caused intentionally or by gross negligence is responsible for all the vices. Otherwise will be compensated to the AG the damages caused to building objectives for whose realization, maintenance or modification the works serve, in case of the existence of a defect that substantially harms the ability for usage and comes from a fault of the AN. Additional damage will be replaced by AN only if,

a) the defect comes from a violation of the recognized rules of technology,

b) the defect is represented by the lack of a quality agreed upon by contract.

(AN raspunde in cazul viciilor produse din culpa pentru prejudicii aduse vietii sau sanatatii si pentru vatamari corporale. Pentru vicii produse cu intentie sau din neglijenta grava raspunde pentru toate viciile. In rest se vor compensa catre AG prejudiciile produse obiectivelor de constructii pentru a caror realizare, intretinere sau modificare serveste lucrarea, in cazul existentei unui viciu care prejudiciaza considerabil capacitatea de folosinta si provine dintr-o culpa a AN. Prejudicii suplimentare vor fi inlocuite de catre AN numai in cazul in care,

a) viciul provine dintr-o incalcare a regulilor recunoscute ale tehnicii,

b) viciul consta din lipsa unei calitati convenite contractual.)

11.23 The verification period for the last IPC is 1 (one) month after receipt by the AG. To the final invoice will be attached the final IPC, signed by AG, that proves he has fulfilled all contractual obligations against AG. AN will prove he has also fulfilled his obligations against his subcontractors and/or suppliers. This is applicable also for other payments of invoices from AN, except for partial payments.

The final bill is subject to a thorough verification of the AG after payment. If depending on the final result, it reveals an overpayment by AG, AN has to repay this overpayment. Final payments and other payments of AG are done under the express reserve to request refund of unjustified overpayment.

(Perioada de verificare a ultimei situatii de lucrari este de 1 (o) luna de la primirea de catre AG. Facturii finale i se va atasata situatia de lucrari finala semnata de AG, care dovedeste ca AN si-a indeplinit toate obligatiile contractuale. AN va demonstra de asemenea faptul ca si-a indeplinit toate obligatiile fata de subcontractorii si/sau furnizorii sai. Acest lucru este valabil si pentru alte plati aferente facturilor AN, mai putin pentru platile pariale.

Factura finala este supusa unei verificari exhaustive din partea AG dupa achitare. Daca in functie de rezultatul final, aceasta releva o plata in exces de catre AG, AN este obligat sa restituie aceasta plata excedentara. Platile finale precum si alte plati ale AG se efectueaza deci sub rezerva expresa a solicitarii restituirii platilor excedentare neindreptatite.)

11.24 During the design, execution and warranty period, it is AN's obligation to communicate, collaborate and coordinate with all other subcontractors and/or suppliers involved by AG in the Project. Considering that MEP Works have been split in parts of Works, all subcontractors are obliged to perform their works, in strict coordination and with common liability with the other subcontractors, especially for the systems which are interconnected. For any situation where a problem exists, in any system, all MEP subcontractors have the obligation to form a common team, in order to check, identify and solve the problem. AG will not take into consideration any responsibility denial, coming from any party, until AN will perform complete investigations, together with all other responsible parties, and will issue a professional report to AG. In the same time, AG does not have any responsibility to perform on his own any investigation, in order to determine the liable party. For any situation where a problem remains pending, following responsibility denial coming from any party, AG reserves the right to employ a 3rd party specialist, who will carry on all necessary actions, in order to solve the problems. All such related costs will be deducted from the subcontractors, proportional with the responsibility share determined by AG. AN will participate to all coordination meetings organized by AG for the Project.

(Pe perioada de proiectare, executie si garantie, este in obligatia AN de a comunica, colabora si a se coordona cu toti ceilalti subcontractori si/sau furnizori implicati de AG in Proiect. Considerand ca lucrarile de instalatii a fost impartite in pachete, toti subcontractorii au obligatia de a-si executa lucrarile, in stricta coordonare si cu responsabilitate comuna, cu ceilalti subcontractori, in special pentru sistemele care sunt interconectate. Pentru orice situatie in care exista o problema, in orice sistem, toti subcontractorii de instalatii au obligatia de a forma o echipa comuna, in vederea verificarii, identificarii si rezolvarii problemei. AG nu va lua in considerare orice negare de responsabilitate, venita din orice parte, pana cand AN va efectua verificari complete, impreuna cu toate partile raspunzatoare, si va trimite un raport profesionist catre AG. In celasi timp, AG nu are nicio obligatie sa efectueze, pe cont propriu, investigatii, pentru a afla care este partea responsabila. Pentru orice situatie cand o problema ramane nerezolvata, in urma negarii responsabilitatii, venita din orice parte, AG isi rezerva dreptul de a angaja un specialist, ca o terta parte, care va efectua toate operatiunile necesare, in vederea rezolvarii problemelor. Toate costurile corespunzatoare vor fi deduse de la subcontractori, proportional cu partea de responsabilitate determinata de AG. AN va participa la toate sedintele de coordonare organizate de AG pentru Proiect.)

11.25 AN will respect the list of manufacturers indicated in the "Manufacturers List", which is part of the contract. Any alternative solution is subject to analysis and variation and may be implemented into the design and execution only with a prior approval from AG.

(AN va respecta lista de producatori indicati in "Manufacturers List", care este parta integranta din contract. Orice solutie alternativa va fi analizata si tratata ca pe o schimbare de solutie si poate fi implementata in proiect si executie doar cu acordul prealabil al AG.)

11.26 The unit rates will remain valid on the entire Contract period.

(Preturile unitare vor ramane valabile pe toata perioada derularii Contractului.)

11.27. With regards the final account/invoice, in case AG will be in dispute with the Employer for aspects related with AN's Works, including but not limited to problems related to: quality of works, compliance with the specifications, miss-functionalities, additional works balance (...etc) AG will close with AN the financial/contractual balance after all above related problems will be clarified, agreed and closed between AG and Employer. This clause is applicable even if the Taking Over Certificate has been issued. AN's Performance Bond will be valid until closing the final account.

(In ceea ce priveste bilantul/factura final(a), in cazul in care AG va fi in disputa cu Beneficiarul pentru aspecte legate de lucrarile AN, incluzand dar fara a se limita la probleme legate de: calitatea lucrarilor, corespondenta cu specificatiile, erori de functionare, bilant lucrari suplimentare (...etc) AG va inchide cu AN bilantul financiar/contractual dupa ce toate problemele de mai sus vor fi clarificate, agreeate si inchise intre AG si Beneficiar. Aceasta clauza este aplicabila chiar daca Procesul Verbal de Receptie la Terminarea Lucrarilor a fost emis. Garantia de buna executie a AN va fi valida pana la inchiderea situatiei finale.)

11.28 n/a

11.29 AN is responsible in front of AG and in front of the law/norms in force for the Design completeness and correctness. No additional costs and/or time extension shall be accepted for situations where the design received by AN with the Tender documents, which is part of the contractual documentation as well, is missing any element (in relation with the Employer specification and/or requirements-included in the Tender documentation) and the missing item(s) have not been agreed and included already in the contract. AN shall be entitled to claim for additional costs and/or time extension only in case of additional works that may be instructed by the Employer and/or AG, that are modifying the original Employer's specification and/or requirements, included in the Tender documents/Technical documentation, which is part of the contract. AN has the obligation to verify the design received from AG and to notify about any problem that might affect functionality, including but not limited to: Norms in force are not respected, mistakes in design, missing parts in the design, uncoordinated drawings, unclear information. AN is liable for any situation where a problem in the design has not been spotted on time and the respective part of works has been executed.

(AN este responsabil în fața AG și în fața legilor/normelor în vigoare pentru integralitatea și corectitudinea Proiectului. Nu se acceptă costuri suplimentare și/sau prelungire de timp pentru situațiile în care din proiectul primit de AN cu documentele de licitație, care fac parte și din documentația contractuală, lipsește orice element (în raport cu specificațiile și/sau cerințele Beneficiarului - incluse în documentația de participare la licitație) și elementele lipsă nu au fost convenite și incluse deja în contract. AN are dreptul să solicite cheltuieli suplimentare și/sau prelungirea termenului de executie numai în cazul lucrărilor suplimentare care pot fi comandate de Beneficiar și/sau AG, care modifică specificațiile și/sau cerințele inițiale ale Beneficiarului, incluse în documentele de licitație/documentația tehnică, care face parte din contract. AN are obligația de a verifica proiectul primit de la AG și de a notifica orice problemă care ar putea afecta funcționalitatea, inclusiv, dar fără a se limita la: Normele în vigoare nu sunt respectate, erori de proiectare, piese lipsă în proiectare, desene necoordonate, informații neclare. AN răspunde pentru orice situație în care o problemă de proiectare nu a fost depistată la timp și partea respectiva de lucrari a fost executată.)

11.30 AN has the possibility to perform optimizations on the MEP design, with the condition to be accepted by the AG and Employer. In all such cases, the saving cost will be split between AN and AG on 50%-50% basis. Irrespective of any optimization applied or not, the final MEP design shall be at the quality level imposed by the technical specifications. AN will strictly follow and respect all Employer's Requirements.

(AN are posibilitatea de a optimiza proiectul de Instalatii, cu conditia aprobarii solutiilor de catre AG si Beneficiar. In toate cazurile, reducerile de cost vor fi impartite intre AN si AG in proportie de 50%-50%. Indiferent daca se aplica sau nu vreo optimizare, proiectul final de instalatii va fi la nivelul de calitate impus de specificatia tehnica. AN va respecta cu strictete toate "Cerințele Beneficiarului".

11.31 In case AN will be in delay, generating delays also to other parties (subcontractors/suppliers) involved in the Project execution, if it can be proved, AG will be entitled to retain penalties from AN's invoices in order to compensate affected subcontractor/supplier. The same clause will be applied in case AN will be affected by other party's delay. AG will be entitled to retain penalties from the subcontractor/supplier which caused the delay and compensate AN. To avoid any doubt, this clause represents AG's right, not an obligation.

(In cazul in care AN va fi in intarziere, cauzand intarzieri altor parti (subcontractori/furnizori) implicate in executia Proiectului, daca se poate demonstra, AG va fi indreptatit sa retinna penalizari din facturile AN pentru a compensa subcontractorul/furnizorul afectat. Aceeasi clauza se

11.32. n/a

11.33. n/a

11.34 n/a

11.35 If the AN repeatedly fails to present technical documentation for approval, including but not limited to equipment /materials /design project, according to project specification and legislation in force, AG has the right to issue penalties for delaying the project and/or the resources involved for repeatedly providing guidance for AN.

(In cazul in care AN esueaza in mod repetat in a prezenta documentatii tehnice pentru aprobare, incluzand, dar fara a se limita la echipamente/materiale/proiect, in conformitate cu specificatia proiectului si cu prevederile legislatiei in vigoare, AG are dreptul de a emite penalizari pentru intarzierea proiectului si/sau pentru resursele pe care le implica spre ghidarea AN in mod repetat.)

11.36 n/a

11.37. Any topo survey costs which might be needed by AN to fulfil the contractual obligations, are included in AN's offer. AG will not pay any such charges.

(Costurile oricarui studiu topografic care ii poate fi necesar AN pentru a-si indeplini obligatiile contractuale sunt incluse in oferta AN. AG nu va plati niciun fel de astfel de costuri.)

11.38 AN has the obligation to assure any scaffolding, machinery and tools which may be necessary to execute the Works; (AN are obligatia de a-si asigura orice schela, utilaj si scule care ii sunt necesare pentru executia Lucrarilor)

11.39 AN has the obligation to assure and to have included in the Contract price, any supporting system necessary for Works completion, included but not limited to: bolts, rods, screws, profiles for piping, ducting, cabling, equipment or any other component. AG will only assure the concrete foundations and the structure itself (the existing construction elements, as per the Structure design). AN will provide any requested calculation, certificate, method statement or any other document which might be necessary with regards this subject. To be coordinated with the provision of "Interface list".

(AN are obligatia de a-si asigura si de a-si fi inclus in pretul Contractului, orice sistem de prindere si de sustinere necesar pentru executia Lucrarilor, incluzand dar fara a se limita la suruburi, tije filetate, profile pentru tevi, tubulaturi, cablaj, echipamente sau oricare compenenta instalatiei. AG va asigura doar fundatiile de beton si structura in sine (elementele de structura existente, in conformitate cu proiectul de Structura. AN va prezenta toate calculele, certificatele, procedurile sau orice alt document care poate fi necesar legat de acest subiect. A se coordona cu prevederile din "Lista de interconectari")

11.40 n/a

11.41 AG will provide to AN storage area, without any other facility. AN will assure by himself all other necessary arrangements, such as: fencing, lighting, security etc. To avoid any doubt, AN will assure the security for his warehouse, tools and goods. AG will provide only the general site security.

(AG ii va pune la dispozitie AN spatiu de depozitare, fara alte facilitati. AN va trebui sa-si asigure toate celalalte amenajari necesare, cum ar fi: gard, iluminat, paza etc. Pentru evitarea oricarui dubiu, AN isi va asigura paza magaziei, a sculelor si a bunurilor. AG va asigura doar paza generala a santierului.)

11.42 n/a

11.43 AN has the Contractual obligation to be an active part in all Project Management activities, according to AG's organization plan, including but not limited to: participation to all coordination meetings, sending on time all requested documentation, complete all necessary forms to monitor the execution progress, execution schedule planification etc.

(AN are obligatia contractuala de a fi parte activa in toate activitatile de Project Management, in conformitate cu planul de organizare al AG, incluzand, dar fara a se limita la: participarea la toate sedintele de coordonare, trimiterea in timp util a documentatiei solicitate, completarea formularelor de monitorizare a executiei, planificarea executiei etc.)

11.44 AN has the Contractual obligation to prepare the "Operation & Maintenance Manuals", with all related documents and in the format requested by AG, according to the construction practices and Employer Requirements, for his contracted Works. In case the MEP works will split into trades with separate Contracts and separate Subcontractors, AN shall prepare the "Operation & Maintenance Manuals" in coordination with all other MEP Subcontractors. To avoid any doubt, in case AG will split the contracts between the MEP trades, all MEP Subcontractors shall work together, in order to define a book with a coordinated, homogeneous aspect, with the same format in its entire content. The "Construction Book" shall be handed over to AG prior to "Taking over the

(AN are obligatia contractuala de a pregati "Manualele de Intretinere si Operare" cu toate documentele si in formatul solicitat de catre AG, in conformitate cu cerintele/practicile in constructii, pentru Lucrarile contractate . In cazul in care Lucrarile de Instalatii vor fi impartite in discipline cu Contracte si Subcontractori diferiti, AN va pregati "Manualele de Intretinere si Operare" in coordonare cu toti ceilalti subcontractori de Instalatii. Pentru evitarea oricarui dubiu, in cazul in care AG va imparti lucrarile pe specialitati de Instalatii, toti subcontractorii de Instalatii vor conlucra pentru a defini o carte cu un aspect omogen si coordonat, cu acelasi format in intregul sau continut. "Cartea Constructiei" va fi predata inainte de Receptia Lucrarilor sau la termenele stipulate de AG, dupa cum va fi cazul.)

11.45 n/a

11.46 n/a

11.47. In case AG will issue a Variation Instruction related with additional works or changes in the Design configuration, as the case may be, AN will evaluate the new solution and will inform AG within 10 calendar days if there is any cost and/or time impact associated to the respectively change. Any cost and/or time implication will be presented to AG in an offer, submitted within the same 10 calendar days, calculated from the date AG issued the Variation Order. AN will keep the unit rates agreed in the Contract, associated to the new quantities. For the new items, the prices will be calculated by AN and determined by AG, considering the benchmark settled out in the Contract for similar items or according to the market prices, as the case may be. During the period necessary to agree the Variation Order cost and time implication, AN will not stop the works and will proceed immediately in accordance with the Variation Instruction issued by AG.

(In cazul in care AG va emite un Ordin de Variatie legat de lucrari suplimentare sau modificari in configuratia Proiectului, dupa cum va fi cazul, AN va evalua noua solutie si va informa AG in termen de 10 zile calendaristice daca exista un impact financiar si/sau de timp o data cu noua solutie. Orice implicatie in costuri si/sau timp va fi trimisa catre AG sub forma unei oferte, in acelasi termen de 10 zile calendaristice, calculat de la data cand AG a emis Ordinul de Variatie. AN va pastra preturile unitare agreeate in Contract, alocate noilor cantitati. Pentru articolele nou identificate, preturile vor fi calculate de AN si determinate de AG, avand ca referinta preturile din Contract pentru articole similare sau in conformitate cu nivelul pietei, dupa cum va fi cazul. Pe parcursul perioadei necesare agreeerii implicatiilor financiare si de timp, aferente Ordinului de Variatie, AN nu va opri lucrarile ci va incepe imediat, in conformitate cu Ordinul de Variatie emis de AG.)

11.48 AN has the Contractual obligation to make the marking for all the revision doors/ structural openings needed for his scope of works.

(AN are obligatia contractuala de a trasa toate golurile necesare lucrarilor ce intra in scopul sau.)

11.49 AN has the Contractual obligation to check and confirm all the structural openings

(AN are obligatia contractuala de a verifica si confirma toate golurile structural necesare lucrarilor ce intra in scopul sau.)

11.50 The performance of the Tenderer's warranty obligations shall under no circumstances be considered to have been completed until the Parties have signed the Final Taking-Over Certificate at the end of the defects liability period. (in Romanian: "receptia finala").

To this end, at the latest 60 (sixty) calendar days prior to the expiry of the defects liability period pursuant to clause 5.b) above, the Tenderer (AN) shall ask in writing for the Final Taking-Over to take place.

Following the recommendations and conclusions of the reception committee organized by the Main Contractor (AG), the Main Contractor shall decide whether to accept, accept with objections/reservations or reject the Final Taking-Over of the Works."

(Obligatiile Ofertantului pe perioada de garantie nu vor fi sub nicio forma considerate incheiate pana cand partile nu vor semna Procesul Verbal de Receptie Finala la sfaritul perioadei de garantie. In acest sens, cu cel putin 60 (saizeci) de zile calendaristice inainte de expirarea perioadei de garantie, inconformitate cu clauza 5.b) de mai sus, AN va solicita AG in scris Receptia Finala. In functie de recomandarile si de concluziile comitetului de receptie organizat de AG, AG va decide daca va accepta, accepta cu comentarii sau va respinge Receptia Finala a Lucrarilor)

11.51 Any works to AN's scope, which have been executed by AG, prior to signing the Contractual agreement with AN, shall be deducted from the Contract.

(Orice lucrari legate de scopul AN, care au fost executate de AG, inainte de semnarea Contractului cu AG, vor fi deduse din Contract)

11.52 Any activity for the Project, including but not limited to: coordination meetings between the Subcontractors and/or with the Designers, any decision, any change in the design, any proposal etc will be operated only with prior information sent to AG and with AG's approval. AG has the right to communicate direct with any party involved for design and execution of the Project.

(Orice activitate referitoare la Proiect, incluzand dar fara a se limita la: sedinte de coordonare intre Subcontractori si/sau cu Proiectanti, orice

11.53 AN shall obey all AG's execution procedures and Employer's requirements, attached to the Contract on CD/DVD support. AG shall provide the technological execution plan for his scope of works, as per requirements of chapter 4 (INDICAȚII TEHNICE ȘI ORGANIZATORICE PENTRU EXECUȚIE) of Tender specification.

(AN va respecta procedurile de executie ale AG si Cerintele Beneficiarului, atasate la contract pe suport CD/DVD. AG va pregati proiectul tehnologic de executie pentru partea sa de lucrari, in conformitate cu capitol 4 4.(INDICAȚII TEHNICE ȘI ORGANIZATORICE PENTRU EXECUȚIE) din caietul de sarcini.)

11.54 For avoidance of any doubt AN shall execute all works, as agreed at point B and as per the Technical specification/Task Notebooks. Exception is the delivery of the following elements, where AN shall be responsible only with the assembly, installation, maneuvering on site and any other associated activity:

Filling
Drop separators
D140 distribution pipes
Dispersion nozzles
Filling-grill support system PAFS
PAFS straps
Support bars for distribution pipes

(Pentru evitarea oricarui dubiu AN va executa toate lucrarile agreate la punctul B si in conformitate cu Specificatia Tehnica/Caietele de Sarcini. Exceptie face livrarea urmatoarelor elemente, pentru care AN va fi responsabil doar cu asamblarea, instalarea, manevrarea in santier si a oricaror alte operatiuni asociate:

Umplutura
Separatoare de picaturi
Tevi de distributie D140
Duze de dispersie
Sistem de sustinere umplutura-gratare PAFS
Tiranti PAFS
Bare de sustinere tevi de distributie)

12 APPLICABLE LAW; JURISDICTION

12 (Legea aplicabila, instanta competenta)

The Romanian law shall be valid.
(Este valabil dreptul romanesc)

Ordinary Law court: BUCHAREST
(Instanta judecatoreasca de comun: Bucuresti)

13 MISCELLANEOUS

13 (PREVEDERI DIVERES)

In case the singular provisions in the contractual documents shall loose their validity, the validity of the other provisions shall not be affected. In the place of the null provisions, others shall be introduced which should correspond to the economic purpose and scope of the null provisions.

(In cazul in care dispozitii singulare din documentele contractuale isi pierd valabilitatea, nu va fi influenta valabilitatea celorlalte dispozitii. In locul dispozitiilor devenite nule se vor introduce altele, care sa corespunda sensului si scopului economic al dispozitiilor devenite nule)

In case of further amendments or completions of the conditions of the agreement, the new definition and all the overriding regulations shall be kept as the appendix to this negotiation official report or shall be registered in the agreement.
(In cazul modificarii sau completarii conditiilor contractului, noua definire impreuna cu reglementarile prioritare se vor pastra ca anexa la acest proces-verbal de negociere sau se vor inscrie in contract.)

14 SIGNATURES

14 (Semnaturi)

Place, Date\ (Loc, data) Bucuresti 07.02.2020



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STRABAG

AG – Main Contractor

(delegate or mandate)

Name and signature

AG – Antreprenor General

(delegat sau imputernicit)

Nume si semnatura

OVIDIU BUCATARU

Tenderer

(delegate or mandate)

Name and signature

Ofertant

(delegat sau imputernicit)

Nume si semnatura

