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<p style="text-align: center;">CONTRACT OF</p> <p style="text-align: center;">Procurement, construction, testing, commissioning and maintenance for two years, and handover of the photovoltaic power plant</p> <p style="text-align: center;">PETROBRAZI</p> <p style="text-align: center;">No.</p>	<p style="text-align: center;">CONTRACT DE</p> <p style="text-align: center;">Achiziție, execuție, testare, punere in funcțiune si mentenanță pentru 2 ani si predarea centralei electrice fotovoltaice</p> <p style="text-align: center;">PETROBRAZI</p> <p style="text-align: center;">Nr.</p>
<p>This contract of engineering, procurement and construction of a photovoltaic power plant and maintenance services (the “Contract”) is made by and between:</p>	<p>Prezentul contract de proiectare, furnizare si executie a unei centrale electrice fotovoltaice si servicii de mentenanta („Contractul”) se incheie intre:</p>
<p>OMV Petrom S.A., a company incorporated and operating under the laws of Romania, managed in a two-tier system, having its headquarters at 22 Coralilor Street, Sector 1, Bucharest, zip code 013329, registered with the Trade Registry under number J1997008302407 fiscal code 1590082, fiscal attribute RO, subscribed and paid-up capital RON 6,231,166,705.80 through its authorised representatives (hereinafter referred to as “OMV Petrom” or the “Company”,</p>	<p>OMV PETROM S.A., o societate constituita si functionand in conformitate cu prevederile legilor din Romania, administrata in sistem dualist, avand sediul social situat in str. Coralilor nr. 22, Petrom City, sector 1, Bucuresti, cod postal 013329, inmatriculata in Registrul Comertului sub nr. J1997008302407, Cod Unic de Inregistrare 1590082, atribut fiscal RO, capital social subscris și vărsat 6.231.166.705,80 RON, prin reprezentantii sai autorizati, denumita in continuare „OMV Petrom” sau „Compania”,</p>
<p>and</p>	<p>si</p>
<p>[PLEASE ENTER NAME], a company incorporated and functioning under the laws of [●], having its head office at [●], postal code [●], registered with the Trade Registry under No. [●], Sole Registration Number [●], Fiscal Attribute [●], bank account No. [●], opened with [●], through its authorized representatives, hereinafter referred to as the “Contractor”,</p>	<p>[VA RUGAM INSERATI DENUMIREA], o societate constituita si functionand in conformitate cu prevederile legilor din [●], având sediul social in [●], cod postal [●], inmatriculata in Registrul Comertului sub nr. [●], Cod Unic de Inregistrare [●], Atribut Fiscal [●], cont bancar nr. [●], deschis la banca [●], prin reprezentantii sai autorizati, denumita in continuare “Contractorul”,</p>
<p>hereinafter individually referred to as the “Party” and jointly referred to as the “Parties”.</p>	<p>denumite in continuare in mod individual “Partea” si colectiv denumite “Partile”.</p>
<p>WHEREAS:</p>	<p>INTRUCĂT:</p>

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<p>(i) The Company is the beneficiary of the funding granted by the Ministry of Energy through the Financing Contract no. [...] regarding "[...]";</p>	<p>(i) Compania este beneficiarul finantarii acordate de Ministerul Energiei prin Contractul de Finantare nr. [...] privind "[...]";</p>
<p>(ii) With the aim of awarding a contract for the procurement, construction, testing, commissioning, maintenance for 2 years and handover of a Photovoltaic Power Plant, the Company has organized a competitive procedure in accordance with the provisions of <i>Order no. 1.561/2024 of the Ministry of Energy for the approval of the Methodological guide for private beneficiaries who do not have the obligation to comply with the applicable legal provisions in the field of public procurement</i>;</p>	<p>(ii) În vederea atribuirii unui contract pentru achiziție, execuție, testare, punere în funcțiune, mentenanță pentru 2 ani și predarea unei centrale electrice fotovoltaice, Compania a organizat o procedură competitivă, în conformitate cu <i>Ordinul Ministerului Energiei nr. 1.561/2024 pentru aprobarea Indrumarului metodologic privind modul de lucru pentru beneficiarii privați finanțanți din Fondul pentru modernizare, care nu au obligația respectării prevederilor legale aplicabile în domeniul achizițiilor publice/sectoriale</i>;</p>
<p>(iii) The Contractor has been awarded the contract having the object described above;</p>	<p>(iii) Contractorului i-a fost atribuit contractul având obiectul descris mai sus;</p>
<p>(iv) The Contractor has the necessary expertise and the specific knowledge in the, construction and maintenance of photovoltaic power plants and the implementation of projects similar to that covered hereby and is ready, willing and able to carry out all activities included in the Scope of Work in accordance with the Applicable Law, including the general legal framework regarding non-reimbursable financing, on schedule and in accordance with the contractual and legal requirements in terms of quality;</p>	<p>(iv) Contractorul detine expertiza necesară și cunoștințele specifice în execuția, mentenanța centralelor electrice fotovoltaice, precum și în implementarea unor proiecte similare celui prevăzut în prezentul Contract și este pregătit să detină capacitatea de a efectua toate activitățile incluse în Caietul de Sarcini în conformitate cu Legea Aplicabilă, incluzând cadrul legal general cu privire la finanțările nerambursabile, în termen și în conformitate cu specificațiile contractuale și legale în ceea ce privește calitatea;</p>
<p>(v) The Company and the Contractor wish to enter into this Contract in order to define the terms and conditions for the engineering, procurement, construction and maintenance of the photovoltaic power plant;</p>	<p>(v) Compania și Contractorul doresc să încheie acest Contract pentru a defini termenii și condițiile pentru ingineria, furnizarea, execuția și mentenanța centralei electrice fotovoltaice;</p>
<p>NOW, THEREFORE, in consideration of the above recitals and the clauses herein Contract, the Parties agree as follows:</p>	<p>PRIN URMARE, ținând cont de preambulul de mai sus și de clauzele cuprinse în prezentul Contract, Partile convin după cum urmează:</p>

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1. DEFINITIONS AND INTERPRETATION	1. DEFINITII SI INTERPRETARE
1.1. In this Contract, the following terms and phrases shall have the following meaning:	1.1. In prezentul Contract, termenii si expresiile de mai jos au urmatoarele semnificatii:
“ AFC ” means Approved for Construction	„ AFC ” inseamna Aprobata pentru Constructie.
“ AFC Package ” means approved documentation, data sheets, drawings and data on electronic, optical and magnetic media, including, without limitation, any and all technical specifications, requirements, standards and parameters relating to the Works, provided by Company to Contractor in respect of Contract.	„ Pachet AFC ” inseamna documentatiile aprobate, fisele de date, schitele si datele pe suport electronic, optic si magnetic, incluzand, fara limitare, oricare si toate specificatiile tehnice, cerintele, standardele si parametrii referitori la Lucrari, transmise de Companie Contractorului cu privire la Contract.
“ AFC Report ” means the report prepared by Contractor endorsing the AFC Package as being complete and suitable for carrying out the Works and Services in accordance with the Contract.	„ Raport AFC ” inseamna raportul intocmit de Contractor, care confirma ca pachetul AFC este complet, si corespunzator pentru executarea Lucrarilor si Serviciilor in conformitate cu Contractul.
“ Affiliate ” means the majority shareholder of a Party and any legal persons with respect to which a Party or its majority shareholder holds, directly or indirectly (i) the ownership of more than half of the share capital of such legal person or (ii) the power to direct or cause the direction of the management and the policies of such legal person, whether through the ownership of voting shares, by contract or otherwise;	„ Afiliat ” inseamna actionarul/asociatul majoritar al unei Parti si orice persoana juridica cu privire la care o Parte sau actionarul/asociatul majoritar al acesteia detine, direct sau indirect (i) proprietatea a mai mult de jumatate din capitalul social al unei astfel de persoane juridice sau (ii) puterea de a conduce sau de a determina conducerea si politicile unei astfel de persoane juridice, fie prin detinerea de participatii cu drept de vot, prin contract sau in alt mod;
“ Authorisations ” means any and all valid authorizations, permits, certificates, certifications, licences and consents from the relevant Authorities or from any third parties obtained or, as appropriate, extended/renewed or sent/issued in respect of or in connection with the Component Parts and/or the Materials, the Contractor’s Personnel, as well as for the Contractor’s Equipment and any other machinery, installations and equipment used in fulfilling the scope hereof, and any registrations or notifications required to be made or given under the Applicable Law and/or the Standards for the purposes of performing the Contract;	„ Autorizatii ” inseamna oricare si toate autorizatiile, avizele, aprobarile, certificatele, atestatele/atestarile, licentele si acordurile valabile, obtinute, sau dupa caz, prelungite/reinnoite sau transmise/emise, de la Autoritatile competente sau de la orice terti pentru sau in legatura cu Lucrarile, Partile Componente si/sau Materialele, Personalul Contractorului, Echipamentele Contractorului si orice alte utilaje, instalatii si echipamente utilizate pentru indeplinirea obiectului prezentului Contract, precum si orice inregistrari sau notificari necesar a fi efectuate sau transmise potrivit Legii Aplicabile si/sau Standardelor in scopul executarii Contractului;

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<p>“Authority” means any authority, institution, inspectorate, body or department within the public administration or public entity, of local or national interest, including transmission and grid operator and the distribution network operator;</p>	<p>„Autoritate” înseamnă orice autoritate, instituție, inspectorat, organ sau departament din cadrul administrației publice sau entitate publică, de interes local sau național, inclusiv operatorul de transport și de sistem și operatorul de distribuție;</p>
<p>“Approval” means a written notification by Company to Contractor that an act, measure, action, course of action or document is acceptable to Company or that Company consents to a proposal made by Contractor.</p>	<p>„Aprobare” înseamnă o notificare scrisă transmisă de Companie Contractorului, potrivit căreia un act, o măsură, acțiune, cale de acțiune sau document este acceptabil pentru Companie sau potrivit căreia Compania acceptă o propunere făcută de Contractor.</p>
<p>“Approved” means, with reference to an act, action, course of action or document, that it is accepted by the Company by an Approval.</p>	<p>„Aprobat” înseamnă, cu privire la un act, o acțiune, a cale de acțiune sau document, că este acceptat/a de Companie în baza unei Aprobări.</p>
<p>“CBAM” means the Carbon Border Adjustment Mechanism established by the European Union (see https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en)</p>	<p>„CBAM” înseamnă Mecanismul de Ajustare a Emisiilor de Carbon la Frontiera instituit de Uniunea Europeană (a se vedea https://taxation-customs.ec.europa.eu/carbon-border-adjustment-mechanism_en)</p>
<p>“Photovoltaic Power Plant” or “PVPP” means the system for producing electricity through the photovoltaic conversion of solar energy with dc power installed of 7,15MWp and a maximum active power in alternating current of 5,75 MW injected into the network for internal consumption;</p>	<p>„Centrala Electrică Fotovoltaică” sau „CEF” înseamnă sistemul de producere a energiei electrice prin conversia fotovoltaică a energiei solare cu o putere c.c. instalată de 7,15MWp și o putere activă maximă în curent alternativ de 5,75 MW injectată în rețeaua internă pentru autoconsum;</p>
<p>“Company Requirements” means the requirements and technical specifications of the Company regarding the purpose, objectives of the project and those regarding the performance of the Works and Services, acquisition of Materials as well as any other technical requirements and criteria regarding the construction of the Photovoltaic Power Plant as well as regarding the provision of Services, as they are described in Company’s Documents (including in the Scope of Work);</p>	<p>„Cerintele Companiei” înseamnă cerințele și specificațiile tehnice ale Companiei privind scopul, obiectivele proiectului și cele privind, executarea Lucrărilor și prestarea Serviciilor, achiziția Materialelor, precum și orice alte cerințe și criterii tehnice privind construirea Centralei Electrice Fotovoltaice precum și privind prestarea Serviciilor, astfel cum sunt descrise în Documentele Companiei (inclusiv în Caietul de Sarcini);</p>
<p>“Payment Certificate” means a certificate issued by the Company’s Representative in accordance with art. 15.6;</p>	<p>„Certificat de Plata” înseamnă un certificat emis de Reprezentantul Companiei în conformitate cu art. 15.6;</p>

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<p>"Final Payment Certificate" means a certificate issued by the Company's Representative in accordance with art. 15.8;</p>	<p>„Certificat Final de Plata" înseamnă un certificat emis de către Reprezentantul Companiei în conformitate cu art. 15.8;</p>
<p>"Commencement Date" means the date communicated by Company to the Contractor, through the order to commence the Works or Services issued by the Company / Supervisor, regarding the commencement of the Works or of Services;</p>	<p>„Data de Incepere" înseamnă data comunicată de Companie Contractorului, prin ordinul de începere a Lucrarilor sau Serviciilor emis de Companie / Supervisor, cu privire la începerea Lucrarilor sau Serviciilor;</p>
<p>"Completion Date" means the date which is fulfilled at the expiry of a period of [...] months from the Works Commencement Date;</p>	<p>„Data Finalizării" înseamnă data care se împlineste la expirarea unei perioade de [...] luni de la Data de Incepere a Lucrarilor;</p>

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<p>"Effective Date" means the date of signing by the Parties hereto;</p>	<p>„Data Intrării in Vigoare” înseamnă data semnării de către Parti;</p>
<p>“Defects” shall mean poor workmanship, quantitative shortages, any non-conformities, any characteristics/properties, deficiencies or shortcomings in contravention of the Applicable Law, the Company Requirements and/or of any other requirements relating to the safety or quality of the Work, Services and/or the Materials, the lack of characteristics requested by the Company or by any Authority or agreed by the Parties, rendering the Works and/or the Materials and/or the Services and/or the Photovoltaic Power Plant itself unfit for the purposes and parameters/technical requirements provided herein, the improper operation thereof, the lack of any Authorisations, any deficiencies in the Contractor’s Documentation or any deficiencies in the training to be provided to the Company, as well as any deviation from the requirements hereunder.</p> <p>The Defects cover both visible and hidden defects in the PVPP, Work, Services, and/or Materials;</p>	<p>„Defecte” înseamnă executia de slaba calitate, lipsuri cantitative, orice neconformitati, orice caracteristici/proprietati, deficiente sau neajunsuri care contravin Legii Aplicabile, Standardelor, Cerintelor Companiei si/sau oricaror altor cerinte privind siguranta sau calitatea Lucrarilor, Serviciilor si/sau a Materialelor, lipsa specificatiilor si/sau calitatilor cerute de Companie sau de orice Autoritate sau convenite de Parti, din cauza carora Lucrarile si/sau Materialele si/sau Serviciile si/sau insasi Centrala Electrica Fotovoltaica nu sunt corespunzatoare destinatiei si parametrilor/cerintelor tehnice prevazute de prezentul Contract, functionarea necorespunzatoare a acestora, lipsa oricarora dintre Autorizatii, orice deficiente ale Documentelor Contractorului sau orice deficiente in ceea ce priveste instruirea care trebuie asigurata Personalului Companiei, precum si orice abatere de la cerintele stabilite in prezentul Contract.</p> <p>Defectele includ atât viciile/defectele aparente, cât si viciile/defectele ascunse ale CEF, ale Lucrarilor, ale Serviciilor si/sau ale Materialelor;</p>
<p>"Company’s Documents" means the Scope of Works and its appendices, and other documents, calculations, programs, manuals, plans, reports, written instructions developed by the Company or on its behalf, and any internal Company regulations, communicated to the Contractor, which cover, but are not limited to, the purpose, scope, design and / or any technical requirements / instructions / characteristics / criteria for the Works and Services, in accordance with the Contract;</p>	<p>„Documentele Companiei” înseamnă Caietul de Sarcini si anexele acestuia, si alte documente, calcule, programe, manuale, planificari, rapoarte, instructiuni scrise elaborate de Companie sau in numele acestuia si orice reglementari/regulamente interne ale Companiei comunicate Contractorului, care acopera, dar nu se limiteaza la scop, domeniu de aplicare, design si/sau orice cerinte tehnice / instructiuni / caracteristici / criterii pentru Lucrari si Servicii, in conformitate cu Contractul;</p>
<p>"Contractor's Documents" means any documents drawn up by the Contractor or its Subcontractors, in the execution of the Works, Services and the Contract, including but not limited to documentation for the</p>	<p>„Documentele Contractorului” înseamnă orice documente elaborate de către Contractor sau Subcontractorii sai, in executarea Lucrarilor, Serviciilor si Contractului, inclusiv dar fara a se limita documentatia</p>

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<p>design of processing or other specific details for manufacturers/suppliers, site design for types of shore supports, lifting plans with cranes, etc., which do not modify the already agreed technical solution, additional specifications required for Works, the validated technical documentation with all associated details, for the purpose of developing the detailed design engineering., the documents regarding the Component Parts, the Materials (including the product warranty documentation), work progress statements, Materials shipment and transportation notices, details regarding the supplied services and any other documents elaborated by the Contractor in accordance with the Scope of work and provided by the Contractor to the Company according to the Contract;</p>	<p>pentru proiectarea de uzinaj sau alte detalii specifice pentru fabricanti/furnizori, proiectare de santier de tipul sprijiniri de maluri, planuri de ridicare cu macaraua etc., care nu modifica solutia tehnica deja agreata, specificatii suplimentare necesare pentru Lucari, fisele tehnice validate cu toate detaliile asociate, in vederea dezvoltarii proiectarii de detaliu, documentele care privesc Partile Componente, Materialele (inclusiv, documentatia privind garantia produselor), rapoarte privind progresul lucrarilor, notificari privind expedierea si transportul Materialelor, detalii privind serviciile prestate si orice alte documente elaborate de Contractor conform Caietului de sarcini si furnizate de Contractor Companiei conform Contractului;</p>
<p>„Technical Documentation” means the technical documentation regarding the construction of PVPP (written and drawn parts, including specialized technical reports, specifications, related plans and designs, lists of quantities of Works and Materials from the documentation in D.T.A.C. , technical design and execution details P.Th. and. D.D.E., etc), approved by the Company and endorsed for proof of non-alteration by the Authorities, on the basis of which the Construction Authorization(s) for the PVPP are issued, Operation Authorization(s), licenses, as well as any subsequent changes made to it during the Performance Period of the Works or of the Services;</p>	<p>„Documentatie Tehnica” inseamna documentatia tehnica privind construirea CEF (piese scrise si desenate, inclusiv rapoarte tehnice specializate, caiete de sarcini, planurile si proiectele aferente, listele de cantitati de Lucrari si Materiale din documentatia D.T.A.C., proiect tehnic si detalii de executie P.Th. si. D.D.E. etc), aprobate de Companie si vizate spre neschimbare de Autoritati, pe baza carora se emit(e) Autorizatia(iile) de construire a CEF, Autorizatia(iile) de Operare, licente, precum si orice modificari ulterioare intervenite la aceasta pe Durata de Executie a Lucrarilor sau a Serviciilor;</p>
<p>„Performance Period” means the time for the execution and completion of the Works or a Milestone (as the case may be), according to art. 6.8. [Performance Period], calculated from the Commencement Date to the Completion Date;</p>	<p>„Durata de Executie” inseamna timpul pentru executia si finalizarea Lucrarilor sau a unei Etape de Lucrari (dupa caz), potrivit art. 6.8. [Durata de Executie a Lucrarilor], calculat de la Data de Incepere pâna la Data Finalizarii;</p>
<p>„Contractor's Equipment” means the tools, equipment, apparatus, machinery and any instruments used by the Contractor for the performance of the Works and/or provision of the</p>	<p>„Echipamentele Contractorului” inseamna uneltele, echipamentele, aparatura, utilajele si orice instrumente utilizate de Contractor pentru executarea Lucrarilor si/sau prestarea Serviciilor care nu sunt integrate/incorporate in Lucrari;</p>

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Services, which are not integrated/incorporated into the Works;	
" Milestone " means any of the phases of the Work covered by the Project Schedule;	„ Etapă de Lucrări ” înseamnă oricare dintre etapele de Lucrări incluse în Graficul proiectului;
" Performance Guarantee " means the guarantee provided by the Contractor to guarantee the proper and timely performance of the obligations assumed by the Contractor under the Contract regarding: (i) the execution of the Works (including the supply of Component Parts and Materials), and (ii) the provision of Services, in accordance with art. 13 [Performance Guarantee];	„ Garantia de Buna Executie ” înseamnă garanția furnizată de Contractor pentru a garanta realizarea corespunzătoare și la timp a obligațiilor asumate de Contractor prin Contract cu privire la executarea Lucrărilor (inclusiv, furnizarea Partilor Componente și a Materialelor), și (ii) prestarea Serviciilor, în conformitate cu art. 13 [Garantia de Buna Executie];
" Payment Schedule " means the document that details: (i) the Contract Price breakdown by amounts or percentages relating to parts of the Work or to Milestones, and (ii) the conditions in which each part of the Work or Milestone becomes due for payment, as per art. 15;	„ Grafic de Plati ” înseamnă documentul care detaliază: (i) defalcarea Pretului Contractului în sume sau procente aferente unor părți de Lucrare sau unor Etapele de Lucrări și (ii) condițiile în care fiecare parte de Lucrări sau Etapa de Lucrări va deveni platibilă potrivit art. 15;
" Applicable Law " shall mean Romanian law, any directly applicable European regulations and any changes thereto enacted after the Effective Date, including, without limitation, any regulations, orders, instructions, methodological norms, technical documents and/or administrative acts of any Romanian Authority;	„ Lege Aplicabilă ” înseamnă legea română, orice regulament european direct aplicabil în dreptul intern și orice modificări intervenite în legea română sau regulamentul respectiv după Data Intrării în Vigoare, inclusiv, dar fără a se limita la regulament, orice, instrucțiuni, norma metodologică, document tehnic și/sau act administrativ emise de orice Autoritate din România;
" Works " means all civil, mechanical, electrical, instrumentation, telecommunication, construction and installation works and the results of the works, carried out in all phases of the project, including design activities, procurement of Materials, fabrication, transportation, storage, preservation, and the performance of works, construction works, testing of Materials and Works, commissioning, Acceptance on Completion of Works and Final Acceptance of the	„ Lucrări ” înseamnă toate lucrările civile, mecanice, electrice, de instrumentație, telecomunicații, de construcție și de montaj și rezultatele lucrărilor, efectuate în toate fazele de proiect, inclusiv activitățile de proiectare, achiziție de Materiale, fabricare, transport, depozitare, conservare, lucrările de execuție în vederea construirii, testării Materialelor și Lucrărilor, Punerii în Funcțiune, Receptia la Terminarea Lucrărilor și Receptie Finală a CEF, conform Cerințelor

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PVPP, as per the Company Requirements, the Company's Documents and the Project Schedule;	Companiei, Documentelor Companiei si Graficului Proiectului;
" Materials " means goods of any kind, including any equipment, apparatus, machinery, systems, plant, any tools and any parts (including Stock of spare parts) which are incorporated into the Works, as well as Component Parts;	„ Materiale ” inseamna bunurile de orice fel, inclusiv orice echipamente, aparatura, utilaje, sisteme, instalatii, orice instrumente si orice piese (inclusiv Stocul de piese de schimb) care sunt integrate in Lucrari, precum si Partile Componente;
" Variation " means any change to the Works and/or the Materials, approved as per art. 7 [Variations];	„ Modificare ” inseamna orice modificare a Lucrarilor si/sau Materialelor, aprobata conform art. 7 [Modificari];
" Contractor's Offer " or " Offer " means the set of documents submitted by a Bidder within this procurement procedure, through which he manifests his will to engage from a legal point of view in a contractual relationship with the Purchaser and which contains technical and financial information for the fulfilment of the scope of the Works and Services Contract as well as any other documents established in the Notice of the procedure by the Purchaser.;	„ Oferta Contractorului ” sau „ Oferta ” inseamna ansamblul documentelor prezentate de catre un Ofertant in cadrul prezentei proceduri de achizitie, prin care acesta isi manifesta vointa de a se angaja din punct de vedere juridic intr-o relatie contractuala cu Cumparatorul si care contine informatii tehnice si financiare pentru indeplinirea obiectului contractului de lucrari si servicii, precum si alte documente stabilite prin anuntul procedurii de catre Cumparator.;
" Component Parts " means any part of the PVPP, including PV modules; inverters, centralizing inverter boxes, transformers, mounting system and self supporting and testing of photovoltaic modules, permanent weather station, electric cables;; installations, stations and systems regarding the connection of the PVPP to the Company's power usage installation, etc., as per the Scope of Work and the Company's Documentation;	„ Parti Componente ” inseamna orice parte a CEF, inclusiv modulele fotovoltaice, invertoarele, cutii centralizatoare invertoare, transformatoarele de putere, sistemul de montare si structura de sustinere si testare a modulelor fotovoltaice, statie meteorologica permanenta, cablurile electrice; instalatii, statii si sisteme privind racordarea CEF la instalatia de utilizare a Companiei etc, potrivit Caietului de Sarcini si Documentatiei Companiei;
" Prohibited Person " means any person that acts on its behalf or on behalf of any person that has been determined to be the subject of a prohibition in, or sanctioned under, any Sanctions;	„ Persoana Interzisa ” inseamna orice persoana care actioneaza in nume propriu sau in numele oricarei persoane despre care s-a stabilit ca face obiectul unei interdictii sau este sanctionata in temeiul oricaror Sanctiuni;
" Company's Personnel " means the Company's Representative, the Supervisor and all the other personnel, workforce and other Company staff;	„ Personalul Companiei ” inseamna Reprezentantul Companiei, Supervizorul si tot restul personalului, forta de munca si alti angajati ai Companiei;
" Contractor's Personnel " means the Contractor's Representative and all other personnel, labor and	„ Personalul Contractorului ” inseamna Reprezentantul Contractorului si tot restul personalului,

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other employees and collaborators of the Contractor, all Subcontractors and any other personnel assisting the Contractor in the execution of the Works and/or in the provision of the Services;	forța de muncă și alți angajați și colaboratori ai Contractorului, ai tuturor Subcontractorilor și orice alt personal care asistă Contractorul în executarea Lucrarilor și/sau în prestarea Serviciilor;
" Project Schedule " means the document drawn up by the Contractor in accordance with art 6.8 [Performance Period] attached in Appendix 6 hereto;	„ Graficul Proiectului ” înseamnă documentul elaborat de Contractor în conformitate cu clauza 6.8 [Durata de Executie a Lucrarilor] atașat în Anexa 6 la Contract;
" Contract Price " means the price established in the Contract according to art. 15;	„ Pretul Contractului ” înseamnă prețul stabilit în Contract conform art. 15;
" Commissioning " means checking, verification, testing, adjustment, calibration, etc. of each system/ installation and Component Part of the PVPP which is required to ensure that all functional and operational actions are according to applicable rules, regulations, codes and applicable Standards, and that these actions are according to its designed purpose and intended service and further completion of all applicable documents and the PVPP shall be brought to the stage of ready for start-up and debit into Petrobrazi utilization installation, according to the provisions of the Scope of Work;	„ Punere în Funcțiune ” înseamnă verificarea, testarea, reglarea, calibrarea etc. a fiecărui sistem/instalatie și Parte Componenta a CEF care este necesară pentru a se asigura că toate acțiunile funcționale și operationale sunt în conformitate cu regulile, reglementările, codurile și Standardele aplicabile și că aceste acțiuni sunt conforme scopului proiectat și serviciului preconizat și completarea ulterioară a tuturor documentelor aplicabile, iar CEF va fi adusă în stadiul de a fi pregătită pentru pornire și debitare în instalația de utilizare a Petrobrazi, conform prevederilor Caietului de Sarcini;
" Services " means the maintenance services provided for in art. 12, which the Contractor shall provide to the Company to ensure the proper functioning of the PVPP at the parameters and at the Guaranteed Performance Rate;	„ Servicii ” înseamnă serviciile mentenanță prevăzute la art. 12, pe care Contractorul le va asigura Companiei pentru asigurarea bunei-funcționări a CEF la parametrii și la Rata de Performanță Garantată;
" Guaranteed Performance Rate " means the value of the guaranteed performance ratio, determined and calculated in accordance with Contractor's Offer, which will be achieved by the Photovoltaic Power Plant during the Commissioning and acceptance tests at Acceptance on Completion of Works and at Final Acceptance, during the Warranty Period of the Works for which the Contractor is responsible respectively;	„ Rata de Performanță Garantată " înseamnă valoarea ratei de performanță garantată, determinată și calculată în conformitate cu Oferta Contractorului, care va fi atinsă de Centrala Electrică Fotovoltaică în timpul Punerii în Funcțiune și testelor de acceptare la Recepția la Terminarea Lucrarilor și la Recepția Finală, respectiv în Perioada de Garanție a Lucrarilor pentru care Contractorul este responsabil;
" Acceptance on Completion of Work " means the acceptance (hand-over/take-over) of the Works (or part of the Works or a Milestone) regarding the	„ Recepție la Terminarea Lucrarilor ” înseamnă recepția Lucrarilor (sau a unei parti din Lucrari sau a

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Photovoltaic Power Plant, carried out pursuant to art. 10.2.;	unei Etape de Lucrari) privind Centrala Electrica Fotovoltaica, efectuata potrivit art. 10.2.;
“ Taking Over on Mechanical Completion Certificate ” is the document signed at the successful ending of the taking over process on the mechanical completion of the Works in accordance with the Applicable Law;	„ Procesul verbal de Receptie la Terminarea Lucrarilor ” este documentul care se emite dupa finalizarea cu succes a procesului de receptie privind terminarea Lucrarilor conform Legii Aplicabile;
“ Taking Over on Commissioning ” is the taking over process on the commissioning of the production capacities in accordance with the Applicable Law;	„ Receptia la Punerea in Functiune ” este procesul de receptie privind punerea in functiune a capacitatilor de productie conform Legii Aplicabile;
“ Commissioning Protocol ” means the document through which the Company declares that it accepts the Work on the commissioning of the production capacities in accordance with the Applicable Law;	„ Procesul verbal de Receptie la Punerea in Functiune ” este actul prin care Compania declara ca accepta Lucrarile privind punerea in functiune a capacitatilor de productie conform Legii Aplicabile;
“ Taking Over after Performance Testing ” is the taking over process which takes place after the continuous performance test conducted pursuant to Section III Technical Requirements / Specifications of Scope of Work including Annex M.1 to it, after the Taking Over on Commissioning;	“ Receptia dupa Testarea Performantei ” este procesul de receptie care are loc dupa testul de performanta continua organizat in conditiile Sectiunii III Cerinte/Specificatii tehnice a Caietului de Sarcini inclusiv Anexei M.1 la acesta, dupa Receptia la Punerea in Functiune;
“ Provisional Acceptance Certificate ” is the certificate issued upon the successful completion of the continuous performance test organized after the Taking Over on Commissioning of the PVPP;	“ Procesul Verbal de Receptie dupa Testarea Performantei ” este procesul verbal emis dupa finalizarea cu succes a testului de performanta continua organizat dupa Receptia la Punerea in Functiune a CEF;
“ Annual performance review ” and “ Final Acceptance Test ” are the PVPP performance tests from the first, and respectively the second year of the Warranty Period which are described in Section III Technical Requirements / Specifications of Scope of Work including Annex M.1 to it. These performance tests consist in the evaluation of the continuous measurements of the performance parameters	“ Testul de analiza anuală a performanței ”, si “ Testul de Acceptare Finala ” sunt testele de performanta ale CEF aplicabile primului, respectiv celui de-al doilea an al Perioadei de Garantie care sunt descrise in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini inclusiv Anexei M.1 la acesta. Aceste teste de performanta constau in evaluarea masuratorilor continue ale parametrilor de performanta garantati de

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guaranteed by the Contractor during the reference year and in establishing whether these parameters were achieved in the respective year;	catre Contractor in anul de referinta si in stabilirea masurii in care acesti parametri au fost atinsi in anul respectiv;
" Annual performance review Certificate " and " Final Acceptance Certificate " are the certificates issued after the succesful completion of the PVPP performance tests at the end of the first, respectively, second year of Warranty Period pursuant to Section III Technical Requirements / Specifications of Scope of Work including Annex M.1 to it;	" Certificatul de analiza anuală a performanței " si " Certificatul de Acceptare Finala " sunt certificatele emise dupa finalizarea cu succes a testelor de performanta de la finalul primului, respectiv celui de-al doilea an al Perioadei de Garantie in conditiile Sectiunii III Cerinte/Specificatii tehnice a Caietului de Sarcini inclusiv Anexei M.1 la acesta;
„ Final Acceptance/Taking Over ” means acceptance of the Works carried out in accordance with art. 10.4;	„ Receptie Finala ” inseamna receptia Lucrarilor efectuata in conformitate cu art. 10.4;
" Final Taking Over Certificate " means the certificate which is signed at the successful ending of the Final Taking Over;	„ Procesul Verbal de Receptie Finala " inseamna procesul verbal care se semneaza la finalizarea cu succes a Receptiei Finale;
" Warranty Period " or " Works Warranty " or " PVPP Warranty " designates the warranty offered by the Contractor pursuant to art. 16, as further detailed in the Contract and in the Section III Technical Requirements / Specifications of Scope of Work;	" Perioada de Garantie " sau " Garantia Lucrarilor " sau „ Garantia CEF " desemneaza garantia oferita de catre Contractor potrivit art. 16, astfel cum aceasta este detaliata in Contract si in Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini;
" Company Representative " means the person appointed by the Company to act on behalf of the Company for the purposes of the Contract;	„ Reprezentantul Companiei " inseamna persoana desemnata de Companie sa actioneze in numele Companiei pentru scopurile Contractului;
" Contractor's Representative " means the person appointed by the Contractor to act on behalf of the Contractor for the purposes of the Contract;	„ Reprezentantul Contractorului " inseamna persoana desemnata de Contractor sa actioneze in numele Contractorului pentru scopurile Contractului;
" Sanction " means all (i) economic, trade or financial sanctions or embargoes (including both primary and secondary sanctions measures), export controls, or similar laws, regulations, decrees, orders, or ordinances in force (in particular without limitation legislation, orders or regulations of the European Union, any of its member states, the United Kingdom and the United States of	„ Sanctiune " inseamna toate (i) sanctiunile sau embargourile economice, comerciale sau financiare (inclusiv masurile de sanctiuni primare si secundare), controalele la export sau legile, regulamentele, decretele, ordinele sau ordonantele similare in vigoare din când in când (in special fara limitare, legislatia, ordinele sau reglementarile Uniunii Europene, ale oricaruia dintre

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<p>America), or (ii) decisions, orders, injunctions or judgments of competent courts or authorities including without limitation, Authorities or courts of the European Union, of any of its member states, the United Kingdom and the United States of America;</p>	<p>statele sale membre, ale Regatului Unit si ale Statelor Unite ale Americii) sau (ii) decizii, ordine, ordonante sau hotărâri ale Autoritatilor si instantelor competente, inclusiv, fara limitare, instante. sau autoritati din Uniunea Europeana, din oricare dintre statele sale membre, Regatul Unit si Statele Unite ale Americii;</p>
<p>"Work Statement" means the statement submitted by Contractor to the Company, in the form of Appendix no. 7, in accordance with art. 10.1;</p>	<p>„Situatie de Lucrari” inseamna situatia de lucrari transmisa de Contractor Companiei, in formatul din Anexa nr. 7, in conformitate cu art 10.1;</p>
<p>"Standards" means the technical specifications adopted as international standards, European standards or national standards by a recognized standardization body, and any internal regulation and standard of the Company and the technical and/or professional requirements in respect of the quality and safety of the Works and Services, which would be observed by any diligent contractor or any professional possessing expert knowledge and expertise to perform similar works / services and by which Contractor is bound in the performance of all Works/Services under this Contract. In the event of discrepancies between the Applicable Law and the Standards, Contractor shall comply with the higher quality requirements, but always in compliance with the Applicable Law;</p>	<p>„Standarde” inseamna specificatiile tehnice adoptate ca standarde internationale, standarde europene sau standarde nationale de catre un organism de standardizare recunoscut si orice reglementari interne ale Companiei, precum si cerintele tehnice si/sau profesionale in ceea ce priveste calitatea si siguranta Lucrarilor si Serciviilor, care ar fi respectate de orice contractor diligent sau de orice profesionist care detine cunostinte specializate si expertiza pentru a executa lucrari / servicii similare si pe care Contractorul este obligat sa le respecte in executarea tuturor Lucrarilor/Serciviilor in temeiul prezentului Contract. In cazul unor discrepante intre Legea Aplicabila si Standarde, Contractorul trebuie sa respecte cerintele mai stricte, intotdeauna sub rezerva respectarii Legii Aplicabile.</p>
<p>"Stock of spare parts" means the stock of parts detailed in Contractor's Offer, according to Section III Technical Requirements/Specifications of the Scope of Work, consisting of equipment, apparatus, tools, parts, etc., which the Contractor shall deliver according to the Scope of Work;</p>	<p>„Stocul de piese de schimb” inseamna stocul de piese detaliat in Oferta Contractorului, conform Sectiunii III Cerinte/Specificatii tehnice a Caietului de Sarcini, format din echipamente, aparatura, instrumente, piese etc., pe care Contractorul le va livra conform Caietului de Sarcini;</p>
<p>"Supervisor" means the person from the Company's team, appointed by the Company, with the technical, financial and contractual duties and responsibilities provided for in the Contract;</p>	<p>„Supervisor” inseamna persoana din echipa Companiei, desemnata de Companie, cu atributiile si responsabilitatile tehnice, financiare si contractuale prevazute in Contract;</p>
<p>"Subcontractor" means any third party to whom the Contractor entrusts the execution of a part of the Contract, according to art. 14 [Subcontracting];</p>	<p>„Subcontractor” inseamna orice tert caruia Contractorul ii incredinteaza executarea unei parti din Contract, potrivit art. 14 [Subcontractare];</p>

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<p>"Site" means the land affected by the works as defined in Section III Technical Requirements/ Specifications of Scope of Work;</p>	<p>„Santier” inseamna suprafata de teren afectata de lucrari definita in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini- ;</p>
<p>“Day” shall mean a calendar day;</p>	<p>„Zi” va inseamna o zi calendaristica;</p>
<p>1.1. The following documents shall form an integral part hereof:</p> <p>Appendix no. 1 - Scope of Work and the appendices/schedules thereto (“Scope of Work”) Appendix no. 2 – Contractor’s Offer Appendix no. 3 – Payment Schedule Appendix no. 4 – HSSE Clauses and SSM_SU_PM Convention Appendix no. 5 – Company’s Code of Conduct Appendix no. 6 – Project Schedule Appendix no. 7 – Template Work Statement Appendix no. 8 – Template Payment Certificate Appendix no. 9 – Template Acceptance on Completion of Work minutes Appendix no. 10 - Template Final Acceptance minutes Appendix no. 11 – Invoice Instructions Appendix no. 12 – List of Subcontractors Appendix no. 13 – Model Bank Guarantee Appendix no. 14 – Advanced Payment Guarantee Appendix no 15 – Notification New Equipment Appendix no 16 – Fix Asset datasheet</p>	<p>1.1. Urmatoarele documente fac parte integranta din Contract:</p> <p>Anexa nr. 1 – Caietul de Sarcini si anexele la acesta („Caietul de Sarcini”) Anexa nr. 2 – Oferta Contractorului Anexa nr. 3 – Graficul de Plati Anexa nr. 4 – Clauze HSSE si Conventia SSM_SU_PM Anexa nr. 5 - Codul de Conduita al Companiei Anexa nr. 6 – Graficul Proiectului Anexa nr. 7 – Model Situatie de Lucrari Anexa nr. 8 – Model Certificat de Plata Anexa nr. 9 – Model proces-verbal de Receptie la Terminarea Lucrarilor Anexa nr. 10 - Model proces-verbal de Receptie Finala Anexa nr. 11 - Instructiuni de facturare Anexa nr. 12 – Lista Subcontractorilor Anexa nr. 13 – Model Scrisoare de Garantie Bancara Anexa nr. 14 – Scrisoare de garantie bancara pentru plata in avans Anexa nr. 15 – Notificare Echipamente Noi Anexa nr. 16 – Fisa de date a mijlocului fix</p>
<p>1.2. The amendments and addenda (if the case) shall have the priority of the document that they amend. In the event of ambiguity, the Company’s Representative shall issue the necessary clarification or instructions.</p>	<p>1.2. Modificarile si actele aditionale (daca exista) vor avea prioritatea documentelor pe care le modifica. In caz de ambiguitate a documentelor, Reprezentantul Companiei va emite clarificarile sau instructiunile necesare.</p>
<p>1.3. In case of contradictions between the documents specified in art. 1.2 above, the document with the higher priority in the sequence of listing above shall prevail.</p>	<p>1.3. In cazul oricarei contradictii intre documentele mentionate la art. 1.2 mai sus, documentul cu rang superior de prioritate va prevala.</p>
<p>2. SCOPE OF CONTRACT</p>	<p>2. OBIECTUL CONTRACTULUI</p>

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<p>2.1. The Contractor undertakes, at its own risk, to perform the Works, including the procurement, manufacturing construction, commissioning, completion of Works and maintenance for 2 years, handover of the photovoltaic power plant, as well as to ensure the training of the Company Personnel as regards the operation of the Photovoltaic Power Plant, pursuant to the Contract (including the Company Requirements), the Applicable Law, the Standards, the Company Requirements and any other /instructions by the Company, and the Company undertakes, in return for the performed Works and provided Services, to pay to Contractor the Contract Price.</p> <p>The Contractor undertakes to perform the works and services exclusively for the Company without affecting any of the conditions for Petrobrazi refinery to function as tax warehouse.</p> <p>Contractor undertakes to perform any other preparatory/preliminary Works laid down in the Section III Technical Requirements /Specifications of Scope of Work, including any demolition/dismantlement, clean-up and disposal of waste; and design and construction of a rainwater drainage system for buildings to be erected on the Site.</p>	<p>2.1. Contractorul se obliga ca, pe riscul sau, sa realizeze Lucrarile, inclusiv achizitia, fabricarea, executia, instalarea, punerea in functiune, completarea Lucrarilor si mentenanta pentru 2 ani, predarea centralei fotovoltaice precum si sa asigure instruirea Personalului Companiei cu privire la operarea Centralei Electrice Fotovoltaice, in conformitate cu Contractul (inclusiv Cerintele Companiei), Legea Aplicabila, Standardele, Cerintele Companiei, si orice alte instructiuni ale Companiei, iar Compania se obliga ca, in schimbul executarii Lucrarilor si a prestarii Serviciilor, sa ii achite Contractorului Pretul Contractului.</p> <p>Contractorul se obliga sa realizeze lucrari si sa presteze servicii exclusiv pentru Companie fara sa afecteze oricare dintre conditiile de functionare ca antrepozit fiscal ale rafinarii Petrobrazi.</p> <p>Contractorul se obliga sa realizeze orice alte Lucrari pregatitoare/preliminare prevazute de Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini, inclusiv orice operatiuni de demolare/dezasamblare, curatare si eliminare a deseurilor si de proiectare si executie a sistemului de drenare a apelor pluviale pentru constructiile care vor fi edificate pe Santier.</p>
<p>2.2. The Works, the Materials and the Services covered hereunder are described in detail Section III Technical Requirements /Specifications of Scope of Work and the annexes thereto and the other appendices to the Contract.</p>	<p>2.2. Lucrarile, Materialele si Serviciile care fac obiectul Contractului sunt descrise detaliat in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si anexele acestuia si in celelalte anexe la Contract.</p>
<p>2.3. The Company entrusts and awards to the Contractor, and the Contractor accepts to perform the Works and render the Services described herein.</p>	<p>2.3. Compania incredinteaza si atribuie Contractorului, iar Contractorul accepta sa execute toate Lucrarile si sa presteze toate Serviciile descrise in Contract.</p>
<p>2.4. Contractor undertakes to perform, with the diligence of an experienced professional, all the objectives and activities set out herein.</p>	<p>2.4. Contractorul se obliga sa indeplineasca, cu diligența unui profesionist experimentat, toate obiectivele si activitățile prevazute in Contract.</p>

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<p>2.5. Contractor undertakes to perform the Works and provide the Services as per the Project Schedule (Appendix 6 to the Contract) and to hand over to the Company all deliverables (including the Contractor's Documents) laid down in the Contract, and the Company undertakes to pay the Contract Price as per the Payment Schedule (Appendix 3 to the Contract).</p>	<p>2.5. Contractorul se obliga sa execute Lucrarile si sa presteze Serviciile conform Graficului Proiectului (Anexa 6 la Contract) si sa predea Companiei toate livrabilele (inclusiv Documentele Contractorului) prevazute in Contract, iar Compania se obliga sa plateasca Pretul Contractului conform Graficului de Plati (Anexa 3 la Contract).</p>
<p>2.6. Contractor agrees that, except for the cases expressly provided for herein, no changes may occur and no Variations are accepted as regards:</p> <ul style="list-style-type: none"> (i) The Performance Period; (ii) The Completion Date; (iii) The Project Schedule; (iv) The Commencement Date; (v) The Contract Price. 	<p>2.6. Contractorul este de acord ca, exceptand cazurile expres prevazute in Contract, nu pot interveni si nu se accepta niciun fel de Modificari in ceea ce priveste:</p> <ul style="list-style-type: none"> (i) Durata de Executie; (ii) Data Finalizarii; (iii) Graficul Proiectului; (iv) Data de Incepere; (v) Pretul Contractului.
<p>2.7. The Parties agree that the specifications / technical characteristics of the Component Parts or in general of the Photovoltaic Power Plant may not undergo any changes other than in accordance with the Contract provisions on Variations.</p>	<p>2.7. Partile convin ca nu pot interveni modificari in privinta specificatiilor / caracteristicilor tehnice ale Partilor Componente sau in general ale Centralei Electrice Fotovoltaice decât in conformitate cu dispozitiile Contractului referitoare la Modificari.</p>
<p>2.8. For the purpose of carrying out the Works and providing the Services, Contractor shall procure and shall employ the Contractor's Equipment, the Contractor's Personnel, as well as other requisite resources, as per the Contract.</p>	<p>2.8. In scopul executarii Lucrarilor si a prestarii Serviciilor, Contractorul va asigura si va utiliza Echipamentele Contractorului, Personalul Contractorului, precum si orice alte resurse necesare, conform Contractului.</p>
<p>2.9. The Works and Services shall be carried out in accordance with the best practices in the field, the Applicable Law, Standards, and the Contract (including the Scope of Work), as well as with a full understanding of the complexities related to the successful execution of the Contract, in order to ensure the achievement of the established objectives.</p>	<p>2.9. Lucrarile si Serviciile vor fi executate cu respectarea celor mai bune practici în domeniu, a Legii Aplicable, Standardelor și Contractului (inclusiv a Caietului de Sarcini), precum și cu înțelegerea deplină a complexității legate de executarea cu succes a Contractului, astfel încât să se asigure îndeplinirea obiectivelor stabilite.</p>
<p>2.11. PVPP shall be built fully in accordance with the Company Requirements, the Contract and the Applicable Law, such that it operates, both after Commissioning and Acceptance on Completion of Work, and throughout the Warranty Period of the PVPP, at the performance parameters, and Guaranteed</p>	<p>2.11. CEF va fi construita in deplina conformitate cu Cerintele Companiei, prevederile Contractului si Legii Aplicable, astfel incat aceasta sa opereze, atat dupa Punerea in Functiune si Receptia la Terminarea Lucrarilor, cat si pe intreaga Perioada de Garantie a CEF, la parametrii de performanta si la Rata de</p>

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Performance Ratio provided for in the Contractor's OfferA	Performanta Garantata prevazuti/prevazuta in Oferta Contractorului.
3. DURATION OF THE CONTRACT	3. DURATA CONTRACTULUI
<p>3.1. The Contract takes effect as of the Effective Date and remains in full force until the date of Final Acceptance/taking over, representing the implementation duration of the procurement, fabrication, execution, commissioning and supplementation of the Works activities of the Petrobrazi photovoltaic power plant, handover of Petrobrazi photovoltaic power plant and respectively the duration of providing the maintenance services and handover of the Petrobrazi photovoltaic power plant which is 2 years (representing 24 months). Insofar as the Services are concerned, the Contract will be effective until the end of the period provisioned under art. 12.</p> <p>3.2. The Contractor acknowledges that compliance with the Completion Date and all deadlines in the Project Schedule is of the essence, such deadlines being stipulated to the benefit of the Company.</p>	<p>3.1. Contractul produce efecte de la Data Intrarii in Vigoare pana la data Receptiei Finale, reprezentand durata de implementare a activitatilor de achizitie, fabricare, instalare, executie, punere in functiune si completarea Lucrărilor a centralei electrice fotovoltaice Petrobrazi, predarea centralei electrice fotovoltaice Petrobrazi si respectiv durata de prestare a serviciilor de mentenanta care este de 2 ani (reprezentand 24 de luni). In ceea ce priveste Serviciile, Contractul va produce efecte pana la finalul perioadei prevazute in art. 12.</p> <p>3.2. Contractorul recunoaste ca respectarea Datei Finalizarii, precum si a tuturor termenelor din Graficul Proiectului reprezinta o obligatie esentiala a Contractorului, termenele fiind stipulate in favoarea Companiei.</p>
4. CONTRACTOR'S OBLIGATIONS AND RIGHTS	4. OBLIGATIILE SI DREPTURILE CONTRACTORULUI
<u>Contractor's Obligations</u>	<u>Obligatiile Contractorului</u>
4.1. Obligation to Perform the Works and to provide the Services	4.1. Obligatia de a executa Lucrarile si de a presta Serviciile
<p>4.1.1. The Contractor undertakes to the Company to execute the Works/Photovoltaic Power Plant in a "turnkey" system, including but not limited to procurement, manufacturing (including related purchases and/or subcontracting), installation, commissioning and completion of the Works, conducting warranty tests, maintenance, remedy of any</p>	<p>4.1.1. Contractorul se obliga fata de Companie sa execute Lucrarile/Centrala Electrica Fotovoltaica in sistem "la cheie", inclusiv dar fara a se limita la achiziția, fabricarea (inclusiv achizițiile și/ sau subcontractarea asociate), instalarea, punerea în funcțiune și completarea Lucrărilor, efectuarea testelor de garanție, mentenanta, remedierea oricaror Defecte ale Lucrarilor</p>

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<p>Defects in the Works and to render the Services with the diligence of a good professional, in accordance with the provisions of the Contract, and with the Applicable Law, Standards and any other requirements and instructions of the Company.</p> <p>4.1.2. The Contractor undertakes to apply and use, in the execution of the Works, the best practices, processes, methods, as well as the latest and highest level technology in the industry known/available on the market. In case of discrepancies between the applicable standards/requirements, the Contractor shall always comply with the highest/strictest quality requirements, in compliance with the Applicable Law.</p> <p>4.1.3. The Contractor undertakes to warn the Company, in any situation, without delay or, to the extent possible, in advance (verbally and in writing), regarding any Defects, mistakes, damages or losses, breakdowns and/or malfunctions of which he is aware (including from Subcontractors or suppliers) or anticipated, identified/produced or foreseeable, in connection with the performance of the Works and/or the provision of the Services.</p>	<p>si prestarea Serviciilor cu diligența unui bun profesionist, în conformitate cu prevederile Contractului, și cu Legea Aplicabilă, Standardele și orice alte cerințe și instrucțiuni ale Companiei.</p> <p>4.1.2. Contractorul se obliga sa aplice si sa utilizeze în executarea Lucrarilor cele mai bune practici, procedee, metode, precum si tehnologia de ultima ora si de cel mai înalt nivel din industrie cunoscute/disponibile pe piata. În caz de discrepante între standardele/cerințele aplicabile, Contractorul se va conforma întotdeauna celor mai înalte/celor mai stricte cerințe de calitate, cu respectarea Legii Aplicabile.</p> <p>4.1.3. Contractorul se obliga sa avertizeze, în orice situație, Compania neîntârziat sau, în măsura posibilă, în avans (verbal și în scris), cu privire la orice Defecte, greseli, daune sau pierderi, avarii și/sau disfuncții de care are cunoștința (inclusiv de la Subcontractorii ori furnizori) sau pe care le anticipează, identificate/produse sau previzibile, în legătură cu executarea Lucrarilor și/sau pentru prestarea Serviciilor.</p>
<p>4.2. Materials Procurement Obligation</p> <p>4.2.1. Contractor shall place no order and shall engage in no procurement activity prior to final approval of the Technical Documentation by the Company, and, subsequently, if the case, by the distribution operator.</p> <p>4.2.2. Contractor will acquire and have available sufficient quantities of Materials (including Component Parts, Spare Parts Stock), in accordance with the requirements of the Contract (including the Specifications, Technical Documentation).</p>	<p>4.2. Obligatia de a procura Materialele</p> <p>4.2.1. Contractorul nu va emite nicio comanda și nu va efectua nicio achiziție înainte de aprobarea finală a documentației aferente de către Companie și ulterior, după caz, de către operatorul de distribuție.</p> <p>4.2.2. Contractorul va achiziționa și va dispune pe toată Durata de Executie de cantități suficiente de Materiale (inclusiv Parti Componente, Stocul de piese de schimb), în conformitate cu cerințele din Contract (inclusiv, Specificații tehnice din Caietul de Sarcini, Documentația Tehnică).</p>

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4.2.3. The Contractor shall purchase Materials (including Component Parts) that fully comply with the Quality/Performance Standards and the Safety and Security Standards provided for in the Contract, specifically mentioned in the Scope of Work. The Contractor shall also ensure that the Materials (and all spare parts) are new and meet the requirements applicable to each type of Material and/or Component Part, as per the Applicable Law, the Standards and the Company Documents.

4.2.4. Before issuing orders to Subcontractors and suppliers of Materials, the Contractor shall request the approval of the Company or the Supervisor, based on detailed documentation/lists of Materials, including detailed technical characteristics, attached technical sheets, guarantees offered, details of manufacturers and terms of delivery and guarantee. The Contractor shall ensure that labelling, packaging and storage requirements are met for all Materials.

4.2.5. The Contractor shall ensure that the Component Parts and Materials are in accordance with the Company Requirements, compatible with each other and suitable for the Photovoltaic Power Plant and that they can be assembled/installed without impediments of any kind on the Site.

4.2.6 Contractor shall be responsible, without additional costs for the Company and without any change or adjustment of the Contract Price, for the organization of the Site, for carrying out any operations and preparatory and/or provisional works, for import/export, packaging, loading, for transport, receiving, unloading, storage, custody and supervision of all Materials (including Component Parts) during the Execution Period.

4.2.3. Contractorul va achiziționa Materialele (inclusiv Partile Componente) care corespund în totalitate Standardelor de calitate/performanță și Standardelor de siguranță și securitate prevăzute prin Contract, menționate în mod specific în Caietul de Sarcini. Contractorul se va asigura, de asemenea, ca Materialele (și toate piesele de schimb) sunt noi și îndeplinesc cerințele prevăzute de Legea Aplicabilă, de Standarde și de Documentele Companiei aplicabile fiecărui tip de Material și/sau Parte Componentă.

4.2.4. Înainte de a emite comenzi către Subcontractori și furnizorii de Materiale, Contractorul va solicita aprobarea Companiei sau a Supervisorului, pe baza de documentații/liste detaliate de Materiale, incluzând caracteristicile tehnice detaliate, fișele tehnice anexate, garanțiile oferite, detalii despre producători și condițiile de livrare și garanție. Contractorul se va asigura că sunt respectate pentru toate Materialele cerințele de etichetare, ambalare și depozitare.

4.2.5. Contractorul se va asigura că Partile Componente și Materialele sunt conforme Cerințelor Companiei, compatibile unele cu altele și adecvate pentru Centrala Electrică Fotovoltaică și că pot fi montate/instalate fără impedimente de orice fel în Santier.

4.2.6 Contractorul va fi responsabil, fără costuri suplimentare pentru Companie și fără vreo modificare ori ajustare a Pretului Contractului, pentru organizarea Santierului, pentru efectuarea oricăror operațiuni și lucrări pregătitoare și/sau provizorii, pentru importul/exportul, ambalarea, încărcarea, pentru transportul, primirea, descărcarea, depozitarea, paza și supravegherea tuturor Materialelor (inclusiv a Partilor Componente) pe Durata de Executie.

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<p>4.2.7. Contractor shall take all necessary steps to ensure compliance of the Materials and any goods used in the execution of the Works with any requirements/Standards introduced after the Effective Date.</p> <p>4.2.8. Contractor will keep records for the identification/traceability of the Materials and regarding any customs formalities, as appropriate.</p>	<p>4.2.7. Contractorul va lua toate masurile necesare pentru a asigura conformitatea Materialelor si a oricaror bunuri utilizate in executarea Lucrarilor, cu orice cerinte/Standarde introduse dupa Data Intrarii in Vigoare.</p> <p>4.2.8. Contractorul va pastra inregistrari pentru identificarea/trasabilitatea Materialelor si cu privire la orice formalitati vamale, dupa caz.</p>
<p>4.3. Obligation to Cooperate</p> <p>4.3.1. The Contractor undertakes to cooperate and coordinate with the Company's Personnel and/or with any other contractors or third parties employed or designated by the Company and/or with the representatives of any Authority, to ensure the good execution of the Works and Services, as per the Contract.</p>	<p>4.3. Obligatia de cooperare</p> <p>4.3.1. Contractorul se obliga sa coopereze si sa se coordoneze cu Personalul Companiei si/sau cu oricare alti contractori sau terti angajati sau desemnati de catre Companie si/sau cu reprezentantii oricarei Autoritati, pentru asigurarea bunei executari a Lucrarilor si a Serviciilor, conform Contractului.</p>
<p>4.4. Contractor's Personnel</p> <p>4.4.1. Contractor shall ensure that the Contractor's Personnel are sufficient and have the necessary experience and qualifications to carry out all activities covered by the Contract. Contractor shall notify the Company of the Contractor's Personnel with a key role in the execution of the Works.</p> <p>4.4.2. Contractor shall ensure that the Contractor's Personnel (i) holds all the necessary Authorizations, valid during the execution of the Contract and (ii) has the appropriate and sufficient qualifications, training and experience for the execution of the Contract.</p> <p>4.4.3. Contractor undertakes to replace promptly, at its own expense, at the request of the Company, any member of the Contractor's Staff, due to improper</p>	<p>4.4. Personalul Contractorului</p> <p>4.4.1. Contractorul se va asigura ca Personalul Contractorului este suficient si are experienta si calificarile necesare pentru a indeplini toate activitatile ce fac obiectul Contractului. Contractorul ii va notifica Companiei Personalul Contractorului cu rol cheie in executarea Lucrarilor.</p> <p>4.4.2. Contractorul se va asigura ca Personalul Contractorului (i) detine toate Autorizatiile necesare, valabile pe durata executarii Contractului si (ii) are calificarile, pregatirea si experienta adecvate si suficiente pentru executarea Contractului.</p> <p>4.4.3. Contractorul se obliga sa inlocuiasca prompt, pe cheltuiala sa, la cererea Companiei, orice membru al Personalului Contractorului, pe motiv de executare sau</p>

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<p>performance or conduct, considered to be detrimental to the reputation and/or interests of the Company.</p> <p>4.4.4. Contractor shall carry out its work and ensure that the Contractor's Personnel carry out their work under this Contract in an ethical manner, in accordance with the Company's Code of Conduct (Appendix no. 5 to the Contract).</p> <p>4.4.5 In case of any replacement of key personnel, the personnel who will replace another key personnel must have at least the same qualifications, or higher, as the person replaced according to the requirements of the Section III Technical Requirements / Specifications of Scope of Work, only with the prior approval by the Company.</p> <p>4.4.6. Contractor shall pay a contractual penalty in the amount of 10 000 Lei for each replaced Key Personnel performed without communication to the Company in advance. The penalty amount as described above shall be payable once for each person, unless the replacement is made because of death, established (medically certified) illness, resignation, dismissal for material reasons by Contractor, request by Company or by mutual agreement between Company and Contractor. The contractual penalty – at Company's discretion – may be claimed without prior reservation or set off against any payment owed by Company to Contractor. In case a replacement is done based on mutual agreement the replacement shall have minimum 15 (fifteen) Days of overlap with the replaced person. The Contractor undertakes to withdraw the respective Key Personnel only after prior consultation with Company and – as far as possible – to ensure that the withdrawn persons are no longer designated for the management and handling of the Works.</p> <p>4.4.7. The contractual penalty in this article will be paid by the Contractor without being able to invoke a</p>	<p>conduita necorespunzatoare, considerata a fi in detrimentul reputatiei si/sau intereselor Companiei.</p> <p>4.4.4. Contractorul isi va desfasura activitatea si se va asigura ca Personalul Contractorului isi desfasoara activitatea potrivit prezentului Contract intr-o maniera etica, in conformitate cu Codul de Conduita al Companiei (Anexa nr. 5 la Contract).</p> <p>4.4.5 In cazul oricarei inlocuirii a personalului cheie, personalul care va inlocui un alt personal cheie trebuie sa detina minim aceleasi calificari, sau superioare, ca persoana inlocuita conform cerintelor Sectiunii III Cerinte/Specificatii tehnice din Caietul de Sarcini, exclusiv cu aprobarea prealabilă a Companiei.</p> <p>4.4.6. Contractorul va plati o penalitate contractuala in valoare de 10 000 Lei pentru fiecare inlocuire de Personal Cheie realizata fara informarea in prealabil a Companiei. Penalitatea descrisa mai sus va fi platibila o data pentru fiecare persoana, cu exceptia cazului in care inlocuirea are loc din cauza decesului, din motive medicale (in baza unui certificat medical), demisiei, concedierii de catre Contractor din motive grave imputabile angajatului, la cererea Companiei sau de comun acord intre Companie si Contractor. Penalitatea contractuala – la alegerea Companiei – poate fi pretinsa fara obiectii din partea Contractorului sau compensare cu orice suma datorata de Companie Contractorului. In cazul in care inlocuirea se face de comun acord, inlocuitorul va avea cel putin 15 (cincisprezece) Zile de suprapunere cu persoana inlocuita. Contractorul se angajeaza sa retraga respectivul membru al Personalului Cheie doar dupa consultarea prealabila cu Compania si – in masura in care este posibil – sa se asigure ca persoanele retrase nu mai sunt responsabile cu gestionarea si realizarea Lucrarilor.</p>
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<p>deduction or prior compensation with any amounts owed by the Company to the Contractor.</p> <p>4.4.8. Any replacement of the Contractor's Personnel (including the Contractor's key Personnel) will be carried out by ensuring a period of taking over the responsibilities from one person to the other of at least 10 Days.</p>	<p>4.4.7. Penalitatea contractuală din acest articol va fi platită de Contractor fără a putea invoca o deducere sau compensare prealabilă cu orice sume datorate de către Companie, Contractorului.</p> <p>4.4.8. Orice înlocuire a Personalului Contractorului (inclusiv, a Personalului cheie a Contractorului) se va efectua prin asigurarea unei perioade de preluare a responsabilităților de la o persoană la cealaltă de minim 10 de zile.</p>
<p>4.5. Contractor's Representative</p> <p>4.5.1. Contractor will nominate a representative who will be responsible for the execution of the Contract and who will have the full authority to solve the day-to-day problems that will arise between the Parties, as well as to implement clear substitution rules.</p> <p>4.5.2. Based on the performance of the Contractor's Representative, the Company may, in its sole discretion (and shall notify the Contractor of its decision) either: (i) permit the Contractor to retain the Contractor's Representative for the purposes of the Contract, or (ii) remove the Contractor's Representative, with the Contractor following to provide a new Representative of the Contractor within [5 Days] of the communication at most.</p>	<p>4.5. Reprezentantul Contractorului</p> <p>4.5.1. Contractorul va nominaliza un reprezentant care va fi responsabil de derularea Contractului și care va avea deplină autoritate să rezolve problemele de zi cu zi care vor apărea între Partii, precum și să implementeze reguli clare de substituție.</p> <p>4.5.2. Pe baza performanței Reprezentantului Contractorului, Compania poate decide, la latitudinea sa exclusivă (și va comunica Contractorului decizia sa) astfel: (i) să permită Contractorului să păstreze Reprezentantul Contractorului în scopul derulării Contractului, sau (ii) să înlăture Reprezentantul Contractorului, Contractorul urmând să asigure un nou Reprezentant al Contractorului în cel mult [5 zile] de la comunicare.</p>
<p>4.6. The obligation to obtain information and inspect the Site</p> <p>4.6.1. Contractor has the obligation (i) inspect the Site and assess any impediments to performing the Works, and (ii) to satisfy itself as to the current atmospheric, seismic, geophysical, geological and climatic conditions on the Site. Contractor acknowledges and accepts that it is solely responsible for all decisions</p>	<p>4.6. Obligația de informare și de inspectare a Santierului</p> <p>4.6.1. Contractorul are obligația de (i) a inspecta Santierul și a analiza orice impedimente pentru executarea Lucrarilor și (ii) a se informa pe deplin cu privire la condițiile curente atmosferice, seismice, geofizice, geologice și climatice de pe Santier. Contractorul recunoaște și acceptă că este singur</p>

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<p>made in reliance on this information in performing the Contract.</p> <p>4.6.2. Contractor shall review the Company Requirements and Company's Documents made available to it by the Company and shall promptly inform the Company in writing of any errors, inconsistencies or omissions identified, requesting instructions or the Company's view of the Works likely to be affected of such errors, inconsistencies or omissions. This obligation does not release the Contractor from the obligation to correct and remedy any errors, inconsistencies or omissions, at its expense and without extending the Execution Period, as per the Contract.</p> <p>4.6.3. The Contractor declares that, before starting the design and execution of the Works, it inspected and examined the Site and its surroundings, analyzed the data provided by the Company through the Company's Documents and that it was informed, on all relevant aspects, including the nature of the soil and the basement, the shape and nature of the Site, the extent of the Works, the Materials necessary for the execution of the Works, the access roads to the Site and, in general, has obtained all information regarding the risks, including in relation to the probability of their occurrence, and other circumstances that may influence or affect the Contract Price.</p> <p>By signing this Contract, the Contractor accepts full responsibility for having anticipated all potential risks, difficulties and additional costs regarding the successful completion of the Works and Services, and the Contract Price will not be adjusted as a result of the intervention of such risks, difficulties or additional costs.</p>	<p>raspunzator pentru toate deciziile luate pe baza acestor informatii in executarea Contractului.</p> <p>4.6.2. Contractorul va analiza Cerintele Companiei si Documentele Companiei puse la dispozitia sa de catre Companie si va informa prompt Compania in scris cu privire la orice erori, neconcordante sau omisiuni identificate, solicitând instructiuni sau punctul de vedere al Companiei cu privire la Lucrarile susceptibile de a fi afectate de respectivele erori, neconcordante sau omisiuni. Aceasta obligatie nu elibereaza Contractorul de obligatia de a corecta si remedia orice erori, neconcordante sau omisiuni, pe cheltuiala sa si fara a extinde Durata de Executie, conform prevederilor Contractului.</p> <p>4.6.3. Contractorul declara ca, inainte de inceperea activitatilor de proiectare si executare Lucrari, a inspectat si examinat Santierul si imprejurimile sale, a analizat datele furnizate de Companie prin Documentele Companiei si ca s-a edificat, asupra tuturor aspectelor relevante, inclusiv natura solului si subsolului, forma si natura Santierului, intinderea Lucrarilor, Materialele necesare executiei Lucrarilor, caile de acces la Santier si in general a obtinut toate informatiile cu privire la riscurile, inclusiv in legatura cu probabilitatea de aparitie a acestora, si alte circumstante care pot influenta sau afecteaza Pretul Contractului.</p> <p>Prin semnarea prezentului Contract, Contractorul accepta responsabilitatea deplina de a fi prevazut toate potentialele riscuri, dificultati si costuri suplimentare privind finalizarea cu succes a Lucrarilor si Serviciilor, iar Pretul Contractului nu va fi ajustat ca urmare a interventiei unor asemenea riscuri, dificultati sau costuri suplimentare.</p>
<p>4.7. Authorisations</p>	<p>4.7. Autorizatii</p>

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<p>4.7.1. The Contractor shall prepare and make available to the Company the documentation required for the Company to update all Authorizations, including the Authorizations necessary for the performance of construction Works, for Certifications for the connection of the PVPP to the NES and for the proper put in function thereof in accordance with the Applicable Law.</p> <p>4.7.2. The Contractor shall request the Company to issue any power of attorney necessary for it to discharge its obligation under art. 4.7.1., without prior instructions from the Company.</p> <p>4.7.3. The Contractor shall obtain, before starting the performance of the Works, and maintain valid, during the performance of Works, all permits, consents, certifications, authorisations, licenses or approvals and any other documents or formality, as well as to comply with the provisions of all the Company's regulatory acts (including without limitation environmental authorisations, permits and approvals) required by Applicable Law or by the Contract necessary for the performance of the Works in accordance with the Applicable Law. Also, the Contractor shall hold and ensure that the Contractor's Personnel hold and has obtained for all Contractor's Equipment (at its own expense, at no additional cost to the Company) all Authorizations necessary to fulfil the scope of the Contract. At the Company's request and within the period requested by the Company, the Contractor shall provide to the Company or any Authority with copies of any of the Authorizations.</p>	<p>4.7.1. Contractorul va intocmi si pune la dispozitia Companiei documentatia pentru actualizarea de catre Companie a tuturor Autorizatiilor, inclusiv a Autorizatiilor necesare pentru executarea Lucrarilor de construire, pentru Certificarea pentru racordarea CEF la SEN si pentru punerea in functiune corespunzatoare a acestuia in conditiile Legii Aplicable.</p> <p>4.7.2. Contractorul va solicita emiterea de catre Companie a oricarei procuri necesare pentru indeplinirea obligatiei prevazute la art. 4.7.1. fara instructiuni prealabile din partea Companiei.</p> <p>4.7.3. Contractorul va obtine, inainte de inceperea executiei Lucrarilor si va mentine valabile, pe durata executiei Lucrarilor, toate avizele, certificarile, autorizatiile, licentele sau aprobarile si orice alte documente sau formalitati, precum si de a se conforma prevederilor tuturor actelor de reglementare ale Companiei (inclusiv, dar fara a se limita la autorizatii, avize si acorduri de mediu) cerute de Legea Aplicabila sau prin Contract necesare conform Legii Aplicable pentru executia Lucrarilor. De asemenea, Contractorul va detine si se va asigura ca Personalul Contractorului detine si a obtinut pentru toate Echipamentele Contractorului (pe propria cheltuiala, fara niciun cost suplimentar pentru Companie) toate Autorizatiile necesare pentru indeplinirea obiectului Contractului. La cererea Companiei si in termenul solicitat de acesta, Contractorul va furniza Companiei sau oricarei Autoritati copii ale oricaror Autorizatii.</p>
<p>4.8. Ensuring the necessary spaces</p> <p>4.8.1. The Company will provide to the Contractor the necessary surface for developing the project. The</p>	<p>4.8. Asigurarea spatiilor necesare</p> <p>4.8.1. Compania va pune la dispozitia Contractorului suprafata necesara dezvoltarii proiectului. Contractorul</p>

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<p>Contractor is responsible for providing the premises for the maintenance and supervision of the Works and for the provision of Services (including any storage and preservation of Materials), according to the Contract.</p>	<p>este responsabil de asigurarea spatiilor de intretinere si supraveghere a Lucrarilor si a prestarii Serviciilor (inclusiv, orice spatii de depozitare si pastrare a Materialelor), potrivit prevederilor Contractului.</p>
<p>4.9. N/A</p>	<p>4.9. N/A</p>
<p>4.10. Access roads and service roads</p> <p>4.10.1. Contractor will design, construct, as per the requirements of the Scope of Work, the Applicable Law and the Standards, and render operational the access roads, internal service roads on the Site to easily reach all the relevant Component Parts for the maintenance of the CEF, as well as in the perimeter along the fence, in accordance with the provisions of Section III Technical Requirements/Specifications of the Scope of work.</p> <p>4.10.2. Contractor shall bear all costs (including any maintenance costs) for such access roads and internal service roads as may be necessary to it, including those for access to the Site.</p> <p>4.10.3. Contractor shall obtain, at its own risk and expense, any other additional facilities and utilities outside the Site that may be necessary for the performance of Works.</p> <p>4.10.4. Contractor is responsible for any maintenance work that may be required as a result of the use of service roads and access roads and provides all markings and signage along them.</p> <p>4.10.5. Contractor will not unnecessarily or abusively disturb the comfort of the riverside residents or the use of the access ways, by using and occupying the public</p>	<p>4.10. Cai de acces si drumuri de serviciu</p> <p>4.10.1. Contractorul va proiecta, va construi, conform cerintelor din Caietul de Sarcini, Legii Aplicable si Standardelor, si va pune in functiune caile de acces, drumurile interioare de serviciu pe Santier pentru a ajunge cu usurinta la toate Partile Componente principale pentru mentenanta CEF, precum si in perimetrul imprejmuit, in acord cu cerintele din Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini.</p> <p>4.10.2. Contractorul va suporta toate costurile (inclusiv orice costuri de intretinere) pentru caile de acces si drumurile interioare de serviciu care ii pot fi necesare, inclusiv cele pentru accesul pe Santier.</p> <p>4.10.3. Contractorul va obtine, pe riscul si pe cheltuiala proprie, orice alte facilitati si utilitati suplimentare din afara Santierului care ii pot fi necesare la executia Lucrarilor.</p> <p>4.10.4. Contractorul raspunde de orice lucrari de intretinere care pot fi necesare ca urmare a folosirii drumurilor de serviciu si cailor de acces si asigura toate marcajele si indicatoarele de-a lungul acestora.</p> <p>4.10.5. Contractorul nu va stânjeni in mod inutil sau abuziv confortul riveranilor sau utilizarea cailor de</p>

<p>or private roads and ways that serve the Site and/or any other neighboring lands.</p>	<p>acces, prin folosirea si ocuparea drumurilor si cailor publice sau private care deservesc Santierul si/sau orice alte terenuri invecinate.</p>
<p>4.11. Organisation and Use of the Site</p> <p>4.11.1. Contractor shall be responsible, without additional costs for the Company and without any change or adjustment of the Contract Price, for the organization of the Site, for carrying out any operations and preparatory and/or provisional works, for import/export, packaging, loading, for transport, receiving, unloading, storage, custody and supervision of all Materials (including Component Parts) during the Performance Period.</p> <p>4.11.2. Contractor shall ensure and shall take any and all action and shall ensure that all utilities required to perform the Works are available and operational as of the Commencement Date.</p> <p>4.11.3. Contractor shall use the Site strictly for the purpose of carrying out the Works, as per the Contract.</p> <p>4.11.4. Contractor shall keep the Site and any facilities made available to it in good condition for the duration of the occupation and shall return them, before Acceptance on Completion of Works, in original condition taking into account normal wear and tear. Contractor shall not be entitled to any payment for the improvements resulting from the activity carried out on its own initiative.</p>	<p>4.11. Organizarea si utilizarea Santierului</p> <p>4.11.1. Contractorul va fi responsabil, fara costuri suplimentare pentru Companie si fara vreo modificare ori ajustare a Pretului Contractului, pentru organizarea Santierului, pentru efectuarea oricaror operatiuni si lucrari pregatitoare si/sau provizorii, pentru importul/exportul, ambalarea, incarcarea, pentru transportul, primirea, descarcarea, depozitarea, paza si supravegherea tuturor Materialelor (inclusiv a Partilor Componente) pe Durata de Executie.</p> <p>4.11.2. Contractorul va lua toate masurile necesare si se va asigura ca toate utilitatile necesare pentru executarea Lucrarilor sunt disponibile si functionale de la Data de Incepere.</p> <p>4.11.3. Contractorul va utiliza Santierul strict in scopul executarii Lucrarilor, conform Contractului.</p> <p>4.11.4. Contractorul va pastra Santierul si orice facilitati puse la dispozitia sa in stare buna pe durata ocuparii si le va readuce, inainte de Receptia la Terminarea Lucrarilor, la starea initiala luând in considerare uzura normala. Contractorul nu va avea dreptul la nicio plata pentru imbunatatirile rezultate din activitatea desfasurata din proprie initiativa.</p>
<p>4.12. Contractor's Equipment</p> <p>4.12.1. Contractor shall ensure and take all measures so that the Contractor's Equipment is of adequate quality and in proper working order, sufficient and adequate for the execution of the Works according to</p>	<p>4.12. Echipamentele Contractorului</p> <p>4.12.1. Contractorul se va asigura si va lua toate masurile pentru ca Echipamentele Contractorului sa fie de calitate si in stare de functionare corespunzatoare, suficiente si adecvate pentru executarea Lucrarilor</p>

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<p>the Technical Documentation and the Project Schedule.</p> <p>4.12.2. Contractor's Equipment will be of at least the same quality and capacity as those proposed in the Contractor's Offer.</p> <p>4.12.3. Contractor shall be liable for the Contractor's Equipment, including for any associated costs and any damage caused to it by or as a result of its use.</p>	<p>conform Documentatiei Tehnice si Graficului Proiectului.</p> <p>4.12.2. Echipamentele Contractorului vor fi de cel putin aceeasi calitate si capacitate cu cele propuse in Oferta Contractorului.</p> <p>4.12.3. Contractorul va raspunde pentru Echipamentele Contractorului, inclusiv pentru orice costuri asociate si pentru orice daune cauzate de acestea prin sau ca urmare a utilizarii acestora.</p>
<p>4.13. Obligation to warrant the Works and Services</p> <p>4.13.1. Contractor warrants the quality of the Components, the Works, the quality of Services, as well as the proper functioning of the PVPP, and undertakes to remedy any Defects (including replacing any Materials/Component Parts with Defects , satisfactorily for the Company, within the terms established by the Company or in the Contract (or, as the case may be, agreed with the Company), and to bear all the costs related to remedying the Defects (including the costs of taking over, shipping and transporting the defective Materials/Component Parts).</p> <p>4.13.2. Contractor shall warn the Company without delay or, to the extent possible, in advance (verbally and in writing) of any Defects, errors, damages or losses, breakdowns and/or malfunctions of which it is aware or which it anticipates, identified/produced or foreseeable, in connection with the performance of the Works.</p>	<p>4.13. Obligatia de garantie pentru Lucrari si Servicii</p> <p>4.13.1. Contractorul va garanta calitatea Partilor Componente, a Lucrarilor, calitatea Serviciilor, precum si buna functionare a CEF, si se obliga sa remedieze orice Defecte (inclusiv sa inlocuiasca orice Materiale/Parti Componente cu Defecte), in mod satisfactor pentru Companie, in termenele stabilite de Companie sau in Contract (sau, dupa caz convenite cu Compania), si sa suporte toate costurile aferente remedierii Defectelor (inclusiv costurile cu preluarea, expedierea si transportul Materialelor/Partilor Componente defecte).</p> <p>4.13.2. Contractorul va avertiza Compania neintârziat sau, in masura posibila, in avans (verbal si in scris), cu privire la orice Defecte, greseli, daune sau pierderi, avarii si/sau disfunctii de care are cunostinta sau pe care le anticipeaza, identificate/produse sau previzibile, in legatura cu executarea Lucrarilor.</p> <p>4.13.3. Contractorul se obliga sa ofere garantie CEF si garantia de produs a Materialelor conform art. 16.</p>

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<p>4.13.3. Contractor undertakes to warrant the PVPP and offer product warranty for the Materials as per art. 16. Contractor warrants the quality of the Services upon the terms of art. 12 of the Contract.</p>	<p>Contractorul va garanta calitatea Serviciilor in conformitate cu art. 12 din Contract.</p>
<p>4.14. Obligation to Comply with Environmental Requirements</p> <p>Contractor shall comply with the Applicable Law on environmental protection, including regarding the waste generated in the performance of the Works and the provision of Services.</p>	<p>4.14. Obligatia de respectare a cerintelor de mediu</p> <p>Contractorul va respecta Legea Aplicabila in materie de protectia mediului, inclusiv cu privire la deseurile generate in executarea Lucrarilor si prestarea Serviciilor.</p>
<p>4.15. Obligation to Take Protection and Safety Measures</p> <p>Contractor shall take all necessary protection, safety and security measures (including implementing the integrated security system and the measures provided in the Section III Technical Requirements / Specifications of Scope of Work) and its Annexes, to prevent theft and/or improper use/handling of Materials (including Component Parts), Contractor's Equipment, of any goods made available/entrusted to the Contractor for the purpose of performing the Contract, as well as the waste resulting from the conduct of any Work and/or the provision of Services.</p>	<p>4.15. Obligatia de a lua masuri de protectie si siguranta</p> <p>Contractorul va lua toate masurile necesare de protectie, siguranta si securitate (inclusiv sa implementeze sistemul integrat de securitate si masurile prevazute in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia, pentru a impiedica furtul si/sau folosirea/manipularea necorespunzatoare a Materialelor (inclusiv a Partilor Componente), a Echipamentelor Contractorului, a oricaror bunuri puse la dispozitia/incredintate Contractorului in scopul executarii Contractului, precum si a deseurilor rezultate din executarea oricarei Lucrari si/sau prestarea Serviciilor.</p>
<p>4.16. Obligation to Comply with HSSE Requirements</p> <p>4.16.1. The Contractor undertakes to ensure the safety of the Contractor's Personnel, of all its operations and of the methods used for the execution of the Contract and to strictly comply with the HSSE requirements of the Company, pursuant to Appendix no. 4 hereto and to the provisions of the Scope of Work and appendices thereto, as well as any other standards, regulations and internal procedures of the</p>	<p>4.16. Obligatia de respectare a cerintelor HSSE</p> <p>4.16.1. Contractorul se obliga sa asigure siguranta Personalului Contractorului, a tuturor operatiunilor sale si a metodelor utilizate pentru executarea Contractului si sa respecte cu strictete cerintele HSSE ale Companiei, conform Anexei nr. 4 la Contract si prevederilor din Caietul de Sarcini si a anexelor la acesta, precum si orice alte standarde, regulamente si proceduri interne ale Companiei (inclusiv, dar fara a se</p>

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<p>Company (including, but not limited to, the Company's Code of Conduct and those regarding work accidents) that are provided in writing to the Contractor. If, during the performance of the Contract, there are changes in the legislation in force regarding the Works/Services that are subject to the Contract, the Contractor undertakes to ensure the compliance of the Works/Services performed with the new legislative requirements without generating additional costs to the Company.</p> <p>The Contractor shall follow the Company's instructions regarding coordination with other Contractors of the Company performing Work/Services at the Company's locations and shall cooperate with them and the Company for the proper execution of the Work/Services at such Locations.</p>	<p>limita la Codul de Conduita al Companiei si cele privind accidentele de munca) care sunt furnizate in scris Contractorului. Daca pe parcursul derularii Contractului se vor inregistra modificari ale legislatiei in vigoare cu privire la Lucrarile/Serviciile care fac obiectul Contractului , Contractorul se obliga sa asigure conformitatea Lucrarilor/Serviciilor executate cu noile cerinte legislative fara a genera costuri suplimentare Companiei.</p> <p>Contractorul va urma instructiunile Companiei in ceea ce priveste coordonarea cu alti Contractorii ai Companiei care executa Lucrari/Servicii in locatiile Companiei si va coopera cu acestia si cu Compania pentru buna executie a Lucrarilor/Serviciilor in Locatiile respective.</p>
<p>4.16.2. Any steps taken by the Contractor to comply with the Company's HSSE requirements will be undertaken at the Contractor's sole expense, regardless of when such requirements are brought to its attention during the Contract duration.</p>	<p>4.16.2. Orice demersuri ale Contractorului pentru respectarea cerintelor HSSE ale Companiei vor fi intreprinse pe cheltuiala exclusiva a Contractorului, indiferent de momentul la care cerintele respective ii sunt aduse la cunostinta pe durata Contractului.</p>
<p>4.16.3. The Contractor has the obligation to transfer to the Subcontractors the HSSE requirements of the Company, as they can be found in Appendix no. 4 hereto or as communicated by the Company and to include them in subcontracts, depending on their subject matter</p>	<p>4.16.3. Contractorul are obligatia sa transfere catre Subcontractorii cerintele HSSE ale Companiei, astfel cum acestea se regasesc in Anexa nr. 4 la Contract sau cum sunt comunicate de catre Companie si sa le includa in subcontracte, in functie de obiectul acestora.</p>
<p>4.16.4. The Contractor shall apply and permanently verify compliance with the health, safety, security and environmental protection measures provided for by the Applicable Law, to prevent accidents that may intervene in the performance of the activities provided for in the Contract (for example work, security, environmental accidents).</p>	<p>4.16.4. Contractorul va aplica si va verifica permanent respectarea masurilor de sanatate, siguranta, securitate si protectia mediului prevazute de Legea Aplicabila, pentru prevenirea accidentelor care pot interveni in desfasurarea activitatilor prevazute de Contract (spre exemplu accidente de munca, de securitate, de mediu).</p>
<p>4.16.5. The Contractor will be responsible for the Contractor's Personnel and will ensure that they have benefited from training in the field of safety ("security"</p>	<p>4.16.5. Contractorul va fi raspunzator pentru Personalul Contractorului si se va asigura ca acestia au beneficiat de instruire in domeniul sigurantei („securitatii” in</p>

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<p>in Romanian legislation) and occupational health, that they have received the necessary protective equipment and that all reasonable measures have been taken prevention, avoidance or mitigation of risks related to the Contractor's Personnel and the Contractor's equipment. The Contractor shall apply the same measures and the same diligence in relation to (a) any other persons other than the Contractor's Personnel present at any time during the Contract at any Company premises/workplace (including on the Site), including any third parties, representatives of any Authorities or suppliers, and (b) with their goods.</p> <p>4.16.6. The Contractor undertakes to ensure compliance by the Contractor's Personnel with the regulations regarding work safety and emergency situations in all locations/points of work of the Company.</p> <p>4.16.7. If the Works/Services are carried out at any location/workpoint of the Company (including on the Site), each representative of the Contractor will carry out Health, Safety, Security, Environment (HSSE) training at the respective place immediately after the start of the activity at the respective headquarters/workpoint.</p> <p>4.16.8. The Contractor's representatives will be trained by the Company on the first working day in which they are at the Company's premises/workplace, at any of its locations or on the Site regarding the general risks at the workplace, the intervention and evacuation procedures in case of emergency. The initial training will be registered by signing the collective training forms to this effect.</p>	<p>legislatia din România) si sanatatii in munca, au primit echipamentul de protectie necesar si ca s-au luat toate masurile rezonabile de prevenire, evitare sau diminuare a riscurilor care au legatura cu Personalul Contractorului si cu echipamentele Contractorului. Contractorul va aplica aceleasi masuri si aceeasi diligenta in legatura cu (a) orice alte persoane in afara Personalului Contractorului prezente oricând pe durata Contractului la orice sediu/punct de lucru al Companiei (inclusiv pe Santier), inclusiv orice terti, reprezentanti ai oricaror Autoritati sau furnizori, precum si (b) cu bunurile acestora.</p> <p>4.16.6. Contractorul se angajeaza sa asigure respectarea de catre Personalul Contractorului a reglementarilor referitoare la siguranta muncii si situatiile de urgenta in toate locatiile/punctele de lucru ale Companiei.</p> <p>4.16.7. In cazul in care Lucrarile/Serviciile se efectueaza la orice sediu/punct de lucru al Companiei (inclusiv pe Santier), fiecare reprezentant al Contractorului va efectua instruirea in domeniul Sanatatii, Sigurantei, Securitatii, Mediului (HSSE) la locul respectiv imediat dupa inceperea activitatii la sediul/punctul de lucru respectiv.</p> <p>4.16.8. Reprezentantii Contractorului vor fi instruiti de catre Companie in prima Zi lucratoare in care acestia se afla la sediul/punctul de lucru al Companiei, la orice locatie a acestuia sau pe Santier cu privire la riscurile generale la locul de munca, procedurile de interventie si evacuare in caz de urgenta. Instruirea initiala se va inregistra prin semnarea in acest sens a formularelor de instructaj colectiv.</p>
<p>4.16.9. Contractor takes full responsibility for the suitability, stability and safety of all its activities and methods of execution of the Works/provision of Services and will strictly comply with the provisions of</p>	<p>4.16.9. Contractorul isi asuma intreaga responsabilitate pentru adecvarea, stabilitatea si siguranta tuturor activitatilor si metodelor sale de executie a Lucrarilor/Serviciilor si va respecta cu strictete</p>

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<p>the Company's HSSE Clauses and any internal regulations of the Company applicable to the Contractor's work, including those relating to work incidents.</p> <p>4.16.10. Incidents and work-related accidents involving any member of the Contractor's Personnel at the Company's premises/workplaces, if applicable, shall be communicated, recorded and investigated by the Contractor in accordance with Applicable Law.</p> <p>4.16.11. In addition to the investigation required by the Applicable Law, the Company reserves the right to carry out, together with the Contractor, an internal investigation to identify the root causes of the incident and define improvement measures.</p>	<p>prevederile Clauzelor HSSE ale Companiei si ale oricaror reglementari interne ale Companiei aplicabile activitatii Contractorului, inclusiv cele referitoare la incidentele legate de munca.</p> <p>4.16.10. Incidentele si accidentele de munca in care orice membru al Personalului Contractorului este implicat la sediile/punctele de lucru ale Companiei, daca este cazul, vor fi comunicate, inregistrate si investigate de catre Contractor, conform Legii Aplicabile.</p> <p>4.16.11. Pe lânga investigatia impusa de Legea Aplicabila, Compania isi rezerva dreptul de a efectua, impreuna cu Contractorul, o investigatie interna pentru identificarea cauzelor incidentului si definirea masurilor de imbunatatire.</p>
<p>4.16.12. Contractor expressly accepts and agrees that it is responsible to the Authorities for and in connection with the fulfillment of work safety obligations at the Company's premises/workpoints (including the Site).</p> <p>4.16.13. The Company and the Contractor will cooperate to ensure, document and sign the information provided to each other regarding the safe implementation of the activities, taking into account the nature/risks of the activities and the specific risks of the workplace.</p>	<p>4.16.12. Contractorul accepta si este de acord in mod expres ca are responsabilitate in fata Autoritatilor pentru si in legatura cu indeplinirea obligatiilor privind siguranta muncii la sediile/punctele de lucru ale Companiei (inclusiv pe Santier).</p> <p>4.16.13. Compania si Contractorul vor coopera pentru a asigura, documenta si semna informatiile oferite reciproc privind implementarea in siguranta a activitatilor, tinând cont de natura/riscurile activitatilor si de riscurile specifice locului de munca.</p>
<p>4.16.14. Contractor undertakes to observe and comply with HSSE requirements which are presented in Contract Appendix 4 – HSSE Clauses and SSM_SU_PM Convention (including all its annexes included in Section III Technical Requirements/Specifications to the Scope of Work and to inform Company promptly of any violations thereof. If the Contractor is notified of security requirements, receipt thereof shall be confirmed by e-mail, fax or in another written form and, to the extent</p>	<p>4.16.14. Contractorul isi asuma responsabilitatea de a respecta si a actiona conform cerintelor HSSE ale Companiei descrise in Anexa 4 a prezentului Contract – Clauze HSSE si Conventia SSM_SU_PM (inclusiv a anexelor acestora cuprinse in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si de a informa Compania imediat de orice incalcare a acestora. Primirea de catre Contractor a notificarii privind cerintele HSSE trebuie confirmata prin e-mail sau alte mijloace de comunicare si in cazul in care nicio</p>

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<p>that no specific date is indicated, they shall become binding effective immediately after notification.</p>	<p>data specifica nu este indicata, acestea vor deveni efective imediat dupa notificare.</p>
<p>4.16.15. The Contractor shall take and permanently check compliance with all health, safety, security and environmental protection measures in accordance with the Applicable Law, to prevent work accidents in performing the activities covered by the Contract (work accidents, security incidents, environmental accidents).</p>	<p>4.16.15. Contractorul va aplica si va verifica permanent respectarea masurilor de sanatate, siguranta, securitate si protectia mediului prevazute de Legea Aplicabila, pentru prevenirea accidentelor care pot interveni in desfasurarea activitatilor prevazute de Contract (ex. accidente de munca, de securitate, de mediu).</p>
<p>4.16.16. Contractor shall be liable for the Contractor's Personnel and shall ensure that all of them have received proper safety ("security" as per Romanian law) and work health training, that they have received the necessary personal protective equipment and that all reasonable safety precautions or risk avoidance or mitigation measures in relation to Contractor's Personnel and Contractor's equipment have been taken.</p> <p>If the Works are rendered at Company sites, each Contractor representative shall take training in the field of Health, Safety, Security and Environment (HSSE) whenever accessing a new working site/location.</p> <p>The Contractor's representative shall be trained by Company on the first working Day at Company's offices in general risks at work, emergency intervention and evacuation procedures. Initial training shall be documented by signing the collective training forms.</p> <p>Contractor undertakes to ensure compliance by Contractor's Personnel with the safety at work and emergency situations regulations at all Company</p>	<p>4.16.16. Contractorul va fi raspunzator pentru Personalul Contractorului si se va asigura ca acestia au beneficiat de instruire in domeniul sigurantei („securitatii” in legislatia din Romania) si sanatatii in munca, ca au primit echipamentul de protectie necesar si ca s-au luat toate masurile rezonabile de prevenire, evitare sau diminuare a riscurilor care au legatura cu Personalul Contractorului si cu echipamentele Contractorului.</p> <p>In cazul in care Lucrarile se efectueaza in locatiile Companiei, fiecare reprezentant al Contractorului va efectua instruirea in domeniul Sanatatii, Sigurantei, Securitatii, Mediului (HSSE) la locul de munca, oricand acesta intra intr-un nou loc de munca.</p> <p>Reprezentantul Contractorului va fi instruit de catre Companie in prima Zi lucratoare la sediul Companiei cu privire la riscurile generale la locul de munca, procedurile de interventie si evacuare in caz de urgenta. Instruirea initiala se va inregistra prin semnarea in acest sens a formularelor de instructaj colectiv.</p> <p>Contractorul se angajeaza sa asigure respectarea de catre Personalul Contractorului a reglementarilor referitoare la siguranta muncii si situatii de urgenta in toate locatiile/punctele de lucru ale Companiei.</p>

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locations/work sites. Contractor undertakes to take full responsibility for the adequacy, stability and safety of all of its activities and methods of providing the Services and the Service Deliverables and shall strictly observe the Company's HSSE Clauses and any other internal regulations applicable to Contractor's activities, including as regards work accidents.

Work incidents and accidents involving representatives of the Contractor/Contractor's Personnel at Company's work sites/locations, if the case, shall be communicated, recorded and investigated by Contractor, as per the Applicable Law.

In addition to the enquiry prescribed by the Applicable Law, Company reserves the right to conduct, together with Contractor, an internal enquiry to identify the ultimate causes of the incident and define improvement measures.

Contractor shall ensure the necessary security measures for the protection and safety of the Contractor's Personnel engaged in execution of the Works and/or the provision of Services, as well as of third parties and their property.

Contractor hereby expressly consents that it is responsible towards the Romanian authorities for the compliance by the Contractor's representatives of

Contractorul se angajeaza sa isi asume intreaga responsabilitate pentru adecvarea, stabilitatea si siguranta tuturor activitatilor si metodelor sale de desfasurare a Serviciilor si de furnizare a Livrabilelor Serviciilor si va respecta cu strictete prevederile Clauzelor HSSE a Companiei si ale oricaror reglementari interne ale Companiei aplicabile activitatii Contractorului, inclusiv cele referitoare la incidentele legate de munca.

Incidentele si accidentele legate de munca in care reprezentantii Contractorului si/sau ai Personalului Contractorului vor fi implicati la punctele de lucru/locatiile Companiei, daca este cazul, vor fi comunicate, inregistrate si investigate de catre Contractor, conform Legii Aplicable.

Pe langa investigatia impusa de Legea Aplicabila, Compania isi rezerva dreptul de a efectua, impreuna cu Contractorul, o investigatie interna pentru identificarea cauzelor profunde ale incidentului si definirea masurilor de imbunatatire.

Contractorul va asigura masurile de securitate necesare pentru protectia si siguranta Personalului Contractorului implicat in executarea Lucrarilor si/sau prestarea Serviciilor, precum si a tertilor si a bunurilor acestora.

Contractorul consimte in mod expres ca are responsabilitate fata de autoritatile romane in legatura cu indeplinirea obligatiilor privind siguranta muncii a reprezentantilor Contractorului la punctele de lucru/locatiile Companiei.

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<p>work safety obligations at Company's work sites/locations.</p> <p>Company and Contractor shall cooperate to ensure, document and sign the mutually furnished information on the safe conduct of activities, having regard to the nature/risks of the activities and the specific workplace risks.</p>	<p>Compania si Contractorul vor coopera pentru a asigura, documenta si semna informatiile oferite reciproc privind implementarea in siguranta a activitatilor, tinand cont de natura/riscurile activitatilor si de riscurile specifice locului de munca.</p>
<p>4.16.17. Contractor shall bear the duty to determine at all times, whether operations can safely be continued or undertaken under then existing or reasonably foreseeable conditions. Should Contractor consider it necessary to suspend operations at any time for safety reasons, Contractor shall immediately advise in writing the Company of such fact and reasons.</p>	<p>4.16.17. Contractorul are obligatia de a stabili, in orice moment, daca operatiunile pot fi continuate sau efectuate in conditii de siguranta in conditii previzibile existente si rezonabile. In cazul in care Contractorul considera ca este necesar sa suspende prestarea Serviciilor in orice moment, din motive de siguranta, Contractorul va informa imediat in scris Compania acest fapt si motivele aferente.</p>
<p>4.16.18. Contractor shall enforce strict discipline and good order among Contractor's Personnel at all times. No smoking shall be allowed and no open flames shall be permitted on the locations where skoking in forbidden, especially is or in the vicinity of the Company's facilities (e.g. parks, wekks, tank farms, compressor stations) at any time. Contractor shall specifically comply with all applicable laws and regulations with respect to hazardous areas (explosion-hazardous area, fire-hazardous area etc.).</p>	<p>4.16.18. Contractorul va impune in orice moment reguli stricte de disciplina si ordine in randul Personalului Contractorului. Este interzis fumatul si nu e permisa in nici un moment flacara deschisa pe sau in locatiile in care se interzice acest lucru, in special in incinta sau apropierea instalatiilor Companiei (ex. sonde, parcuri, depozite, statii compresoare). Contractorul trebuie sa respecte toate legile si reglementarile aplicabile privind zonele periculoase (zona cu pericol de explozie, zona cu pericol de foc etc).</p>
<p>4.16.19. In case Contractor fully complies with Company's HSSE Requirements, it will be rewarded based on HSSE Motivational Management procedure, detailed in applicable HSSE requirements.</p>	<p>4.16.19. În cazul în care Contractorul respecta pe deplin cerințele HSSE ale Companiei, acesta va fi recompensat conform procedurii de Management Motivațional HSSE, detaliată în cerințele HSSE aplicabile.</p>
<p>4.16.20. Failure to comply with the Life-Saving Rules is also sanctioned by applying the provisions of the "Motivational Management" procedure.</p>	<p>4.16.20. Nerespectarea Regulilor de Salvare a vietii se sanctioneaza de asemenea prin aplicarea prevederilor procedurii "Management Motivational".</p>

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<p>The Contractor shall notify Company of any incidents occurred in relation to the performance of the Contract, in accordance with the procedure and within the deadlines established in applicable HSSE requirements. Incidents include but are not limited to hazardous incidents, accidents of any type, injuries, fatalities, malfunctions, security breaches, damage, environmental disasters or spills, involving Company's, Contractor's or any third party's personnel or property, as well as any event that may impact the health or safety of the personnel, invitees or any other person, including third parties, regardless of the circumstances of occurrence of such incident and regardless of fault.</p>	<p>Contractorul va notifica Compania despre orice incidente survenite în legătură cu executarea Contractului, în conformitate cu procedura și termenele stabilite în cerințele HSSE aplicabile. Incidentele includ dar nu se limitează la incidente periculoase, accidente de orice tip, răniri, decese, defecțiuni, încălcări de securitate, pagube materiale, deversări ori dezastre de mediu, în care este implicat personalul sau proprietatea Companiei, a Contractorului ori a unui terț, precum și orice eveniment care ar putea afecta sănătatea ori siguranța personalului, invitaților ori a oricărei alte persoane, inclusiv terți, indiferent de circumstanțele în care s-a produs incidentul și indiferent de culpă.</p>
<p>4.16.21. If the Contractor fails to observe its obligation to inform Company in relation to the incident occurred, the Contractor shall pay a contractual penalty of Lei 50.000 to Company for any and each incident occurred and not notified in accordance with this Article and with the procedure established in applicable HSSE requirements.</p>	<p>4.16.21. În cazul în care Contractorul nu își respectă obligația de a informa Compania în legătură cu incidentul survenit, Contractorul va plăti Companiei o penalitate contractuală de 50.000 Lei pentru orice și fiecare incident survenit și nenotificat în conformitate cu acest Articol și cu procedura stabilită în cerințele HSSE aplicabile.</p>
<p>4.16.22. The present contractual penalty shall not prejudice the assertion of demonstrated damages going beyond this amount, nor prejudice Company's right to pursue any other legal remedies.</p>	<p>4.16.22. Aceasta penalitate contractuală nu va aduce atingere dreptului de a pretinde daunele probate ce depășesc aceasta valoare și nici nu va aduce atingere dreptului Companiei de a urmări orice alte remedii legale.</p>
<p>4.16.23. Any reference in this Article 4.16 to the Contractor shall be interpreted as applicable also to the Subcontractors.</p>	<p>4.16.23. Orice referința din prezentul articol 4.16 la Contractor se va interpreta ca fiind aplicabilă și Subcontractorilor.</p>
<p>4.17. SCADA connection</p> <p>Contractor shall provide and allow the Company full, free, unconditional and fully secure access (including remote/remote access) to the communications</p>	<p>4.17. Conexiunea SCADA</p> <p>Contractorul va asigura și va permite Companiei acces total, gratuit, necondiționat și în condiții de deplină siguranță (inclusiv acces la distanță/remot), la</p>

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<p>connections and connecting equipment and the SCADA system to enable monitoring and operation of the PVPP and to use any data generated by the system, under the conditions provided by the Contract and according to the Applicable Law. The SCADA system must be designed and built in accordance with the provisions of the Scope of Work and its Annexes.</p>	<p>conexiunile de comunicatii si echipamentele de conectare si sistemul SCADA pentru a permite monitorizarea si operarea CEF si pentru a utiliza orice date generate de sistem, in conditiile prevazute de Contract si conform Legii Aplicabile. Sistemul SCADA trebuie proiectat si realizat in conformitate cu prevederile din Caietul de Sarcini si a Anexelor acestuia.</p>
<p>4.18 Interference with traffic and access roads</p> <p>4.18.1 The Contractor shall ensure that the execution of the Works and its related activities does not affect traffic or obstruct means of communication such as roads, railways, waterways and airports, except as provided in the Company's Requirements. Weight and size restrictions must be taken into account when choosing routes and vehicles.</p> <p>4.18.2 The Contractor shall be responsible for repairing any damage caused to the access roads and resulting from the use of these roads by the Contractor.</p> <p>4.18.3 The Contractor shall be responsible for any special measures required to protect, reinforce or landscape sections of access roads, whether or not they are carried out by it. The Contractor shall inform the Supervisor of any special measures it intends to take before carrying them out.</p> <p>4.18.4 The Contractor shall bear all costs, rates and charges for special purpose and/or temporary access that it may require, including those for site access roads.</p>	<p>4.18. Interferente cu traficul si caile de acces</p> <p>4.18.1 Contractorul se va asigura ca executia Lucrarilor si activitatile sale aferente nu afecteaza traficul si nu obstructioneaza caile de comunicatie cum ar fi drumuri, cai ferate, cursuri de apa si aeroporturi, cu exceptia masurilor prevazute in Cerintele Companiei. Se vor avea in vedere in special restrictiile de greutate si de gabarit la alegerea rutelor si vehiculelor.</p> <p>4.18.2 Contractorul va fi responsabil pentru repararea oricaror daune aduse cailor de acces si generate de folosirea necorespunzatoare a acestor cai de catre Contractor.</p> <p>4.18.3 Contractorul va fi responsabil pentru orice masuri speciale pe care le considera necesare pentru a proteja, consolida sau amenaja sectiuni ale cailor de acces, indiferent daca sunt sau nu executate de el. Contractorul va informa Supvizorul cu privire la orice masuri speciale pe care intentioneaza sa le ia inainte de a le executa.</p> <p>4.18.4 Contractorul va suporta toate costurile, tarifele si taxele pentru accesesele cu destinatie speciala si/sau temporara care ii pot fi necesare, inclusiv cele pentru caile de acces pe Santier.</p>
<p>4.19 Utilities, cables and pipes</p> <p>4.19.1 The Contractor shall take into account that on Site, no excavation work is allowed without</p>	<p>4.19. Utilitati, cabluri si conducte</p> <p>4.19.1 Contractorul va avea in vedere ca in Santier nu este permisa nicio lucrare de excavare fara a avea in</p>

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<p>performance, in advance, of scanning for detection of underground electric cables, performed by a company that is accepted by the Company, for the specific location of the PVPP. If, during the design and/or execution of the Works, the Contractor discovers landmarks indicating the route of cables, pipes or other underground utilities, it will keep these landmarks in place or replace them, if the design and/or execution of the Works should require their temporary removal.</p> <p>4.19.2 The Contractor will be responsible for keeping, protecting, moving or replacing, as the case may be, the cables, pipes and other utilities provided for in the Contract or discovered during the design and/or execution of the Works, in accordance with those provided for in the Contract, the Applicable Law and the regulations and the specific agreements of the owners/managers of these utility networks, including the provisions of the approvals provided by them.</p> <p>4.19.3 When an activity on the Site may cause disruption or affect a utility service, the Contractor shall immediately inform the Supervisor in writing and take appropriate measures in a timely manner in order to continue the normal design and/or execution of the Works.</p>	<p>prealabil o scanare de detectie pentru cabluri electrice subterane, facuta de o firma agreata de Companie pe specificul amplasamentul CEF. Daca, pe parcursul proiectarii si/sau executiei Lucrarilor, Contractorul descopera repere ce indica traseul unor cabluri, conducte sau altor utilitati subterane, va mentine aceste repere in pozitie sau le va inlocui, daca proiectarea si/sau executia Lucrarilor necesita inlaturarea lor temporara.</p> <p>4.19.2 Contractorul va fi responsabil de pastrarea, protejarea, mutarea sau inlocuirea, dupa caz, a cablurilor, conductelor si altor utilitati prevazute in Contract sau descoperite pe parcursul proiectarii si/sau executiei Lucrarilor, in conformitate cu cele prevazute in Contract, Legea Aplicabila si in reglementarile si acordurile specifice ale proprietarilor/gestionarilor acestor retele de utilitati, inclusiv prevederile avizelor date de catre acestia.</p> <p>4.19.3 Cand o activitate de pe Santier poate provoca perturbari sau afecta un serviciu de utilitati, Contractorul il va informa imediat in scris pe Supervisor si va lua masurile corespunzatoare in timp util cu scopul continuarii normale a proiectarii si/sau executiei Lucrarilor.</p>
<p>4.20 Setting-Out</p> <p>4.20.1 The Contractor will be responsible for: (i) the exact layout of the Works in relation to the benchmarks and initial reference systems provided in the Contract or communicated by the Supervisor; (ii) the correctness of the position, elevations, dimensions and route of all parts of the Works; and (iii) mobilizing, during the execution of the Contract, all the tools, equipment and labor necessary in relation to the above responsibilities.</p>	<p>4.20. Trasarea</p> <p>4.20.1 Contractorul va fi responsabil de: (i) trasarea exacta a Lucrarilor in raport cu reperele si sistemele de referinta initiale prevazute in Contract sau comunicate de Supervisor; (ii) corectitudinea pozitiei, cotelor, dimensiunilor si traseului tuturor partilor din Lucrari; si (iii) mobilizarea, pe parcursul executarii Contractului, a tuturor instrumentelor, aparaturii si manoperei necesare in legatura cu responsabilitatile de mai sus.</p>

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<p>4.20.2 If, at any time during the execution of the Contract, an error occurs in the position, elevations, dimensions or route of a part of the Works, the Contractor, at the request of the Company and/or the Supervisor, shall rectify any error, without being entitled to an extension of the Execution Period or to the payment of additional cost charges.</p> <p>4.20.3 Verification of the Works layout by the Company and/or the Supervisor shall in no way relieve the Contractor of responsibility for accuracy, and the Contractor shall protect and carefully preserve all landmarks, stakes, stakes and other elements used in the Work plotting.</p>	<p>4.20.2 Daca, in orice moment in timpul executarii Contractului, apare o eroare in pozitia, cotele, dimensiunile sau traseul unei parti din Lucrari, Contractorul, la solicitarea Companiei si/sau a Supravizorului, va rectifica orice eroare, fara a fi indreptatit la prelungirea Duratei de Executie sau la plata unor costuri suplimentare.</p> <p>4.20.3 Verificarea trasarii Lucrarilor de catre Compania si/sau Supravizor nu-l va exonera in vreun fel pe Contractor de responsabilitatea pentru acuratete, iar Contractorul va proteja si pastra cu atentie toate reperele, jaloanele, pichetele si alte elemente folosite in trasarea Lucrarilor.</p>
<p>4.21. Temporary Works</p> <p>4.21.1 The Contractor shall carry out all temporary Works to enable the execution of the Contract. Except as otherwise provided in the Company's Requirements, the Contractor, in connection with any temporary Works, will be responsible for obtaining the necessary land, design, obtaining consents and building permits (if necessary), execution, dismantling or decommissioning and returning land surfaces related to their initial status.</p> <p>4.21.2 If the Company's Requirements provide for the execution of specific temporary Works (with details of their location), the related land will be considered to be part of the Site.</p>	<p>4.21. Lucrari provizorii</p> <p>4.21.1 Contractorul va executa toate Lucrarile provizorii pentru a permite executarea Contractului. Cu exceptia cazului in care este prevazut altfel in Cerintele Companiei, Contractorul, in legatura cu orice Lucrari provizorii, va fi responsabil pentru obtinerea terenului necesar, proiectarea, obtinerea avizelor si autorizatiei de construire (daca este necesar), executia, demontarea sau dezafectarea si readucerea suprafetelor de teren aferente la starea lor initiala.</p> <p>4.21.2 In cazul in care Cerintele Companiei prevad executarea unor Lucrari provizorii specifice (cu detalierea localizarii acestora), terenul aferent va fi considerat a face parte din Santier.</p>
<p>4.22. Overlapping of contracts</p> <p>4.22.1 The Contractor, in accordance with the provisions of the Contract and the Supervisor's instructions, will ensure appropriate conditions for: (i) the provision by other suppliers or third-party contractors hired by the Company of services or the</p>	<p>4.22. Suprapunerea unor contracte</p> <p>4.22.1 Contractorul, in conformitate cu cele prevazute in Contract si cu instructiunile Supravizorului, va asigura conditii corespunzatoare pentru: (i) prestarea de catre alti furnizori sau antreprenori terti angajati de Companie a unor servicii sau executia unor lucrari care nu fac</p>

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<p>execution of works that are not the subject of the Contract on the Site or in the neighborhood of the Site, or (ii) the inspections, the control of the representatives of the Authorities regarding the executed Works, PVPP, the Site or the neighborhood of the Site. These conditions may include the use of access ways for which the Contractor is responsible, temporary Works or, on a temporary and exceptional basis, the Contractor's Equipment.</p> <p>4.22.2 In no case shall the difficulties encountered with respect to a contract entitle the Contractor to modify or delay the execution of other contracts.</p>	<p>obiectul Contractului pe Santier sau in vecinatatea Santierului, sau (ii) inspectiile, controlul reprezentantilor Autoritatilor cu privire la Lucrarile executate, CEF, Santier sau vecinatatile Santierului. Aceste conditii pot include folosirea unor cai de acces pentru care Contractorul este responsabil, a unor Lucrari provizorii sau, cu caracter temporar si exceptional, a unor Echipamente ale Contractorului.</p> <p>4.22.2 In niciun caz dificultatile intampinate cu privire la un contract nu vor indreptati Contractorul sa modifice sau sa intarzie executarea altor contracte.</p>
<p>4.23 Monitoring The monitoring system of the Plant shall observe the Applicable Law and the Scope of Work requirements.</p>	<p>4.23. Monitorizare Sistemul de monitorizare al parcului va respecta Legea Aplicabila si cerintele din Caietul de Sarcini.</p>
<p>4.24. Other Contractor Obligations Contractor shall properly and on time fulfill any other obligations expressly mentioned in the Contract (including the obligation to constitute the Performance Guarantee, the advance return guarantee, etc.).</p>	<p>4.24. Alte obligatii ale Contractorului Contractorul va indeplini in mod corespunzator si la termen orice alte obligatii mentionate expres in Contract (inclusiv, obligatia de a constitui Garantia de Buna-Executie, garantia de returnare a avansului etc.).</p>
<p>4.25. Contractor's Obligation to Notify Changes in Its Shareholding 4.25.1. The Parties agree that the current ownership in the Contractor represents an essential basis for Company's assessment of Contractor's capacity of executing this Contract. Therefore, if a change of control of the Contractor is expected to occur, Contractor shall deliver to the Company, as soon as possible and no later than at least [30] Days before the expected date of the change of control, written notice thereof setting forth in reasonable detail a description of such envisaged transaction which will result in the</p>	<p>4.25. Obligatia Contractorului de a notifica schimbari in structura de capital Contractorului 4.25.1. Partile convin ca structura actionariatului actual al Contractorului reprezinta o conditie esentiala in evaluarea de catre Companie a capacitatii Contractorului de a executa prezentul Contract. In consecinta, daca se estimeaza ca o schimbare a controlului va avea loc, Contractorul va transmite catre Companie, cat de curand posibil dar nu mai tarziu de [30] Zile inainte de data estimata a schimbarii controlului, o notificare scrisa descriind in detalii rezonabile tranzactia avuta in vedere si care urmeaza a</p>

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<p>change of control. The Parties will negotiate, prior to the occurrence of such a change of control, the conditions to be fulfilled and the actions to be performed by Contractor in order to be able to continue the performance of this Contract. Company shall assess the potential impact of such change over the Contractor's ability to fulfil its contractual obligations and reserves the right to terminate the Contract pursuant to Article 20 hereof.</p>	<p>avea ca rezultat schimbarea controlului. Partile vor negocia, inainte de survenirea schimbarii controlului, conditiile ce trebuie indeplinite si actiunile ce trebuie efectuate de catre Contractor pentru a fi capabil sa continue executarea Contractului. Compania va evalua impactul potential al unei astfel de modificari asupra capacitații Contractorului de a-si indeplini obligatiile contractuale si isi rezerva dreptul de a rezilia Contractul in conformitate cu articolul 20 din prezentul Contract.</p>
<p><u>Contractor's Right to Payment of the Contract Price</u></p>	<p><u>Dreptul Contractorului de a primi Pretul Contractului</u></p>
<p>4.26. Contractor is entitled to payment of the Contract Price for fulfilling the scope hereof based on acceptance minutes, and based on any other relevant documents set out herein, upon the terms hereof.</p>	<p>4.26. Contractorul este indreptatit la plata Pretului Contractului pentru indeplinirea obiectului Contractului pe baza de procese-verbale de receptie si pe baza oricaror altor documente relevante, in conditiile si potrivit Contractului.</p>
<p>4.27. Contractor's obligations related to accounting and audit</p> <p>4.27.1. The Contractor shall safely keep and cause the Subcontractors to keep in accordance with generally accepted accounting practice, accurate detailed recors and accounts pertaining to the performance of the Contract, including personnel records, correspondence, receipts, vouchers, memoranda, computerized data and such other information necessary for an accurate audit and verification of any costs, for the duration of the Contract and for a perios of ten (10) years following the Completion Date.</p> <p>4.27.2. The Contractor undertakes to ensure the availability of information and documents related to the Contract and the Project during the inspections conducted by the Ministry of Energy, Ministry of Investments and European Projects or any other structures or authorities, either European or national,</p>	<p>4.27. Obligatiile Contractorului cu privire la contabilitate si audit</p> <p>4.27.1. Contractorul va pastra in conditii de siguranta si va determina subcontractantii sa pastreze, in conformitate cu practica contabila general acceptata, inregistrari detaliate exacte si conturi referitoare la executarea Contractului, inclusiv inregistrari de personal, corespondenta, chitante, bonuri, memorandumuri, date computerizate si alte astfel de informatii necesare pentru un audit precis si verificarea oricaror costuri, pe durata Contractului si pentru o perioadă de zece (10) ani de la Data finalizarii.</p> <p>4.27.2. Contractorul se obliga sa asigure disponibilitatea informațiilor si documentelor legate de Contract in timpul inspectiilor efectuate de Ministerul Energiei sau orice alte structuri sau autoritati, europene sau naționale, responsabile pentru controlul si recuperarea creantelor legate de fondurile Uniunii Europene si/sau</p>

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having responsibility for the control and recovery of debts related to European Union funds and/or national funds, as the case may be. Such information and documents include, without limitation, personnel records, accurate and detailed records and accounts, correspondence, receipts, memoranda, technical documentation, financial documents and information, substantiation documentation, etc.

Additionally, the Contractor shall ensure that in the contracts/agreements concluded with third parties in relation to the Contract, an obligation is stipulated for them to ensure the availability of information and documents related to the contract during control missions carried out by the Ministry of Energy or other bodies with competencies in the control and recovery of debts related to European funds and/or national public funds related to them, as applicable.

4.27.3. The Contractor undertakes to conserve all original documents related to the Contract, in order to maintain an adequate audit trail. Exceptionally, if such conservation is not possible, the Contractor undertakes to maintain electronic or certified copies of all documents. The term for the documents' conservation is 10 years after the Completion Date. All documents will be handed over to OMV Petrom upon completion of the Project. The conservation will be done in at least one of the following authorized formats:

- a) original documents;
- b) photocopies of the original documents (certificated "in accordance with the original" by the person who

fondurile naționale, după caz. Astfel de informații și documente includ, fără limitare, înregistrări de personal, înregistrări și conturi exacte și detaliate, corespondența, chitanțe, memorandumuri, documentație tehnică, documente și informații financiare, documentație de fundamentare etc. De asemenea, Contractorul se va asigura că în contractele/acordurile încheiate cu terțe părți în legătură cu Contractul, se prevede obligația acestora de a asigura disponibilitatea informațiilor și documentelor referitoare la contract cu ocazia misiunilor de control desfășurate de Ministerul Energiei sau de alte structuri cu competențe în controlul și recuperarea debitelor aferente fondurilor europene și/ sau fondurilor publice naționale aferente acestora, după caz.

4.27.3. Contractorul se angajează să păstreze toate documentele originale legate de Contract pentru a menține o pistă de audit adecvată. În mod excepțional, dacă o astfel de conservare nu este posibilă, Contractorul se angajează să păstreze copii electronice sau certificate ale tuturor documentelor. Termenul de conservare a documentelor este de 10 ani de la data finalizării. Toate documentele vor fi înmânate OMV Petrom la finalizarea Proiectului. Conservarea se va face în cel puțin unul dintre următoarele formate autorizate:

- a) documente originale;
- b) fotocopii ale documentelor originale (certificate "conform cu originalul" de către persoana care a fotocopiat documentul original sau de către emitentul documentului original);

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<p>photocopied the original document or by the issued of the original document);</p> <p>c) electronic versions of the original documents, in "read-only" format, on electronic media;</p> <p>d) documents that exist only in electronic format (ensuring that the IT system complied with security requirements).</p> <p>4.27.4. The Contractor undertakes to provide the Company all requested documents and information related to the performance of the Contract. Notwithstanding the above, the Contractor undertakes:</p> <p>(i) to inform and provide relevant documents regarding any situation that might lead to exceeding the Completion Date, in 5 working days after acknowledging such situation;</p> <p>(ii) to provide the requested documents to the Company, if such request is based on a notice or order issued by the Ministry of Energy, Ministry of Investments and European Projects or other competent authorities in relation to European Union's or national funding, in 10 working days after receiving the Company's request;</p> <p>(iii) to inform the Company regarding the place where any documents related to the performance of the Contract are archived in 3 (three) working days after receiving such request.</p> <p>(iv) to participate and invite the persons who are involved in the implementation of the Project and who can provide the necessary information and documents for the verifications, according to the requests of the Ministry of Energy.</p> <p>(v) to grant the right of access to the places and spaces where the Project is implemented (other than</p>	<p>c) versiunile electronice ale documentelor originale, in format "read-only", pe suport electronic;</p> <p>d) documente care exista doar în format electronic (asigurandu-se că sistemul informatic respecta cerintele de securitate).</p> <p>4.27.4. Contractorul se obliga sa furnizeze Companiei toate documentele si informatiile solicitate legate de executarea Contractului. Fara a aduce atingere celor de mai sus, Contractorul se obliga:</p> <p>(i) Sa informeze si sa furnizeze documente relevante cu privire la orice situatie care ar putea conduce la depasirea Datei de finalizare, in termen de 5 zile lucratoare de la constatarea unei astfel de situatii;</p> <p>(ii) Sa furnizeze Companiei documentele solicitate, daca o astfel de solicitare se bazeaza pe o notificare sau ordin emis de Ministerul Energiei, Ministerul Investitiilor si Proiectelor Europene sau alte autoritati competente in legatura cu finantarea Uniunii Europene sau naționala, in termen de 10 zile lucratoare de la primirea solicitării Companiei;</p> <p>(iii) Sa informeze Compania cu privire la locul unde sunt arhivate orice documente legate de executarea Contractului în termen de 3 zile lucratoare de la primirea unei astfel de solicitari.</p> <p>(iv) sa participe si sa invite persoanele care sunt implicate in implementarea Proiectului si care pot furniza informatiile si documentele necesare verificarilor, conform solicitărilor Ministerului Energiei.</p> <p>(v) sa acorde dreptul de acces la locurile si spatiile unde se implementeaza Proiectul (altele decât sistemul informatic) si va pune la dispozitie documentele solicitate privind gestiunea tehnica si financiara a Proiectului, atat pe suport hartie, cat si in format</p>
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<p>the IT system) and will provide the requested documents regarding the technical and financial management of the Project, both in paper format and in electronic format. The documents must be easily accessible and archived in a way that allows for their verification.</p>	<p>electronic. Documentele trebuie să fie ușor accesibile și arhivate astfel încât să permită verificarea lor.</p>
<p>4.28 CBAM</p> <p>Contractor shall comply with all requirements of CBAM, including, but not limited to the requirements set out by the document “Guidance document on CBAM implementation for installation operators outside the EU”.</p> <p>Contractor shall provide Company with all relevant data that are necessary for Company to be compliant with CBAM no later than the date of delivery of the Goods. This includes, without limitation, the custom tariff number, details regarding the origin of goods and the total emissions associated with the production of all goods that are supplied to Company and that fall within the scope of CBAM.</p> <p>For calculating and communicating the emissions to Company, Contractor shall use the Excel template for emission calculations called “CBAM communication template for installations” in its applicable version.</p> <p>Company reserves the right to request additional documentation or verification of the data supplied, provided that such additional information is required for Company’s CBAM compliance or in case the national or international authorities or other governmental bodies require additional data, information or documents from the Company to be compliant with CBAM. In such case, the Contractor shall promptly provide the Company with such data, information and documents, but, in any case not later</p>	<p>4.28 CBAM</p> <p>Contractorul se va conforma tuturor obligațiilor impuse de CBAM, inclusiv, dar fără a se limita la cele prevăzute de documentul „Document de orientare privind implementarea CBAM pentru operatorii de instalații din afara UE”. Contractorul va furniza Companiei toate datele relevante care sunt necesare pentru ca, Compania să respecte CBAM, nu mai târziu de data de livrare a bunurilor. Acestea includ, fără limitare, numărul tarifului vamal, detalii privind originea bunurilor și emisiile totale asociate cu producția tuturor bunurilor care sunt furnizate Companiei și care intră în domeniul de aplicare al CBAM.</p> <p>Pentru calcularea și comunicarea emisiilor către Companie, Contractorul va folosi șablonul Excel pentru calculele emisiilor numit „Șablon de comunicare CBAM pentru instalații” în versiunea sa cea mai recentă.</p> <p>Compania își rezervă dreptul de a solicita documentație suplimentară sau de verificare a datelor furnizate, cu condiția ca aceste informații suplimentare să fie necesare pentru conformarea Companiei cu cerințele CBAM sau în cazul în care autoritățile naționale sau internaționale sau alte organisme guvernamentale solicita date, informații sau documente suplimentare Companiei pentru a fi în conformitate cu CBAM. În acest caz, Contractorul va furniza prompt Companiei aceste date, informații și documente, dar, în orice caz, nu mai</p>

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<p>than the deadline reasonably set by the Company at that time.</p> <p>Contractor represents and warrants the accuracy and completeness of all CBAM data provided to Company. Contractor shall indemnify, defend and hold harmless Company from any and all direct costs, liabilities, penalties and damages arising out of or related to the Contractor's failure to comply with CBAM requirements or the provision of inaccurate or incomplete data under this Contractor the applicable legal provisions, including, but not limited to, potential penalties, fines, or additional costs imposed on the Company by the European Union or national authorities, institutions or other competent regulatory bodies.</p> <p>Notwithstanding the above, failure by the Contractor to comply with the obligations under this Article will give the Company the right to terminate the Contract for cause in accordance with Article 20 without being required to satisfy any other conditions.</p>	<p>tarziu de termenul stabilit în mod rezonabil de catre Companie la acel moment.</p> <p>Contractorul declara și garantează acuratețea și caracterul complet al tuturor datelor CBAM furnizate Companiei. Contractorul va despăgubi Compania si o va exonera de raspundere pentru toate costurile directe, daunele si penalitatile care decurg din sau sunt legate de nerespectarea de către Contractor a cerințelor CBAM sau furnizarea de date inexacte sau incomplete din sfera Contractului sau a prevederilor legale aplicabile, inclusiv, dar fără a se limita la, potientiale penalitati, amenzi sau costuri suplimentare impuse Companiei de catre Uniunea Europeană sau autoritatile nationale, institutiile sau alte organisme de reglementare competente.</p> <p>Fara a aduce atingere celor de mai sus, nerespectarea de catre Contractor a obligatiilor in temeiul prezentului Articol va acorda Companiei dreptul de a rezilia Contractul in conformitate cu articolul [20], fara a fi obligata sa indeplineasca alte conditii.</p>
<p>4.29. Ro-eTransport</p>	<p>4.29 Ro-eTransport</p>
<p>If applicable, Contractor shall comply with all requirements of "RO-e-Transport", the Romanian National System that monitors the road transport of goods on the territory of Romania.</p> <p>The Contractor shall timely and correctly declare the transport of the goods in Ro-e-Transport, as soon as the transport is organized, but in any case before the Goods start to be moved on the territory of Romania and to obtain the Unique Transport Identification Code ("UIT code") generated from Ro-e-Transport. The UIT code must be obtained by the Contractor before the goods start to be moved on the territory of Romania and must accompany the transport from</p>	<p>Dacă sunt incidente, Contractorul va respecta toate cerințele „RO-e-Transport”, Sistemul Național Român care monitorizează transportul rutier de bunuri pe teritoriul României. Contractorul va declara în timp util și corect transportul bunurilor în Ro-e-Transport, imediat ce transportul este organizat, dar în orice caz înainte ca bunurile să înceapă să fie mutate pe teritoriul României și pentru a obține Codul Unic de Identificare a Transportului („cod UIT”) generat de Ro-e-Transport. Codul UIT trebuie obținut de Contractor înainte ca bunurile să înceapă să fie mutate pe teritoriul României și trebuie să însoțească transportul de la punctul de trecere a frontierei rutiere la intrarea în România până la punctul de descărcare.</p>

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<p>road border crossing point at the entry in Romania to the unloading point.</p> <p>The Contractor shall be liable for its subcontractors' (including for, if any, subcontractors' subcontractors, up to and including the company actually transporting the goods) compliance with the RO-e-transport legal requirements and enabling the Contractor to comply with its obligations.</p> <p>In case the Contractor (and/or, if any, its subcontractors) does not fulfill, improperly fulfils and/or fulfils with delay the obligations set and/or referred to in this Addendum Contract, resulting in the Company being subject to fines or penalties and/or to any other type of sanctions and/or damages of any type and/or resulting in the loss of goods in case confiscated by the Romanian authorities, the Contractor will bear all costs, damages and losses, of whatsoever nature, including those incurred by the Company. Such costs, damages and losses incurred by the Company shall be paid by Contractor, within 15 calendar days from the date of the written notification received from the Company in this respect, regardless of whether the sanction is challenged. If the Contractor fails to observe the payment deadlines set out herein or unjustifiably refuses payment of those amounts, the Contractor shall be liable to penalties and interest at such rates as prescribed by the budgetary obligations legislation.</p>	<p>Contractorul va răspunde pentru respectarea cerințelor legale RO-e-Transport de către subcontractorii săi (inclusiv, dacă este cazul, subcontractorii subcontractorilor, până la și inclusiv compania care efectuează efectiv transportul bunurilor) și pentru posibilitatea de a respecta obligațiile sale.</p> <p>În cazul în care Contractorul (și/sau, dacă este cazul, subcontractorii săi) nu își îndeplinește, îndeplinește necorespunzător și/sau îndeplinește cu întârziere obligațiile stabilite și/sau menționate în acest Contract suplimentar, rezultând în faptul că Compania este supusă amenzilor sau sancțiunilor și/sau unor alte tipuri de sancțiuni și/sau despăgubiri de orice natură și/sau rezultând în pierderea bunurilor în cazul confiscării de către autoritățile române, Contractorul va suporta toate costurile, daunele și pierderile, de orice natură, inclusiv cele suportate de Companie. Aceste costuri, daune și pierderi suportate de Companie vor fi plătite de Contractor, în termen de 15 zile calendaristice de la data notificării scrise primite de la Companie în acest sens, indiferent dacă sancțiunea este contestată. Dacă Contractorul nu respectă termenele de plată stabilite aici sau refuză în mod nejustificat plata acelor sume, Contractorul va fi responsabil pentru penalități și dobânzi la ratele prescrise de obligația bugetară.</p>
<p>5. COMPANY'S OBLIGATIONS AND RIGHTS</p>	<p>5. OBLIGATIILE SI DREPTURILE COMPANIEI</p>
<p><u>Company's Obligations</u></p>	<p><u>Obligatiile Companiei</u></p>
<p>5.1. Company Requirements</p> <p>5.1.1. The Company shall make available to the Contractor the Company Requirements which set out the essential requirements for the procurement of Materials and performance of the Works and Services.</p>	<p>5.1. Cerintele Companiei</p> <p>5.1.1. Compania va pune la dispozitia Contractorului Cerintele Companiei care prezinta cerintele esentiale pentru achizitia de Materiale si executarea Lucrarilor si a Serviciilor. Cerintele Companiei sunt detaliate in</p>

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<p>The Company's requirements are detailed in the Scope of Work and Company's Documents and include, but are not limited to:</p> <ul style="list-style-type: none"> (i) the technical specifications of the Works and Materials (including Component Parts, Spare Parts Stock), including PVPP's performance requirements and the Guaranteed Performance Ratio; (ii) Standards applicable to the execution of the Works and the provision of the Services; (iii) Tests upon Commissioning and at Acceptance on Completion of Works; (iv) Tests performed during the Warranty Period and at Final Acceptance; (v) document management and reporting requirements under the Contract; (vi) the requirements regarding the training of the Company's Personnel; (vii) any other requirements of the Company, according to the Contract. <p>5.1.2. The Company undertakes to provide to Contractor Company's Documents.</p>	<p>Caietul de Sarcini si Documentele Companiei si includ, fara a se limita la:</p> <ul style="list-style-type: none"> (i) specificatiile tehnice ale Lucrarilor si Materialelor (inclusiv, Partile Componente, Stocul de Piese de Schimb), inclusiv cerintele de performanta a CEF si Rata de Performanta Garantata; (ii) Standardele aplicabile executarii Lucrarilor si a Serviciilor; (iii) Testele la Punerea in Functiune si la Receptia la Terminarea Lucrarilor; (iv) Testele care se efectueaza in Perioada de Garantie si la Receptia Finala; (v) cerintele privind managementul documentelor si raportarea in cadrul Contractului; (vi) cerintele privind instruirea Personalului Companiei; (vii) orice alte cerinte ale Companiei, potrivit Contractului. <p>5.1.2. Compania se obliga sa furnizeze Contractorului Documentele Companiei.</p>
<p>5.2. Access onto the Site</p> <p>5.2.1. The Company shall secure Contractor's access onto the Site and shall make the Site available to Contractor within the time-limit provided for at art. 6.4.1 hereof.</p> <p>5.2.2. On handover of the Site to Contractor, the Parties shall sign hand-over minutes stating the date of hand-over and the technical status of the Site, including the available utilities.</p>	<p>5.2. Accesul pe Santier</p> <p>5.2.1. Compania va asigura Contractorului accesul pe Santier si va pune Santierul la dispozitia Contractorului in termenul prevazut la art. 6.4.1.</p> <p>5.2.2. La predarea Santierului, Partile vor semna un proces verbal de predare-primire, care va consemna data predarii si situatia tehnica a Santierului, inclusiv utilitatile disponibile.</p>
<p>5.3. Company's Personnel</p>	<p>5.3. Personalul Companiei</p>

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<p>5.3.1. The Company will designate and notify the Contractor of the key individuals who will be part of the Company's project implementation team (including the Supervisor and/or the Company Representative), as well as their responsibilities in relation to the Contract.</p> <p>5.3.2. The Company reserves the right to replace any key person of the Company's Personnel, and to promptly notify the Contractor accordingly.</p>	<p>5.3.1. Compania va desemna si ii va notifica Contractorului persoanele cheie care vor face parte din echipa Companiei de implementare a proiectului (inclusiv, Supervizorul si/sau Reprezentantul Companiei), precum si responsabilitatile acestora in legatura cu Contractul.</p> <p>5.3.2. Compania isi rezerva dreptul de a inlocui orice persoana cheie al Personalului Companiei si de a instiinta prompt Contractorul in acest sens.</p>
<p>5.4. Payment of the Contract Price</p> <p>5.4.1. The Company shall pay the Contract Price to Contractor, based on Work Statements and supporting documents which proves the fulfilment of the milestone, as per the Payment Schedule, as per art.15.</p> <p>5.4.2. The Company shall make the payment of Services as per art. 12.</p>	<p>5.4. Plata Pretului Contractului</p> <p>5.4.1. Compania va efectua plata Pretului Contractului catre Contractor, pe baza Situatiilor de Lucrari si a documentelor justificative ce atesta indeplinirea jalonului, conform Graficului de Plati, in conditiile art. 15.</p> <p>5.4.2. Compania va efectua plata Serviciilor in conformitate cu art. 12.</p>
<p><u>Company's Rights</u></p>	<p><u>Drepturile Companiei</u></p>
<p>5.5. The Company is entitled to deny acceptance, in part or in full (Acceptance on Completion of Works or Final Acceptance) of Works/Services that are not in compliance with the Contract, the Company Requirements, the Applicable Law and/or any Standards.</p>	<p>5.5. Compania are dreptul de a refuza receptia, partial sau integral (Receptia la Terminarea Lucrarilor sau Receptia Finala) a Lucrarilor/Serviciilor care nu sunt in conformitate cu Contractul, Cerintele Companiei, cu Legea Aplicabila si/sau cu orice Standarde.</p>
<p>5.6. The Company may request the replacement of any of the Contractor's Personnel, including on grounds of inadequate performance or conduct deemed to be detrimental to Company's reputation and/or interests.</p>	<p>5.6. Compania poate solicita inlocuirea oricarui membru al Personalului Contractorului, inclusiv pe motiv de executare sau conduita necorespunzatoare, considerata a fi in detrimentul reputatiei si/sau intereselor Companiei.</p>
<p>5.7. The Company has the right to check (including by conducting inspection and/or requesting and assessing relevant documentation) the quality and</p>	<p>5.7. Compania are dreptul de a verifica (inclusiv prin efectuarea de inspectii si/sau solicitarea si analiza documentatiei relevante) calitatea si conformitatea</p>

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<p>conformity of all the Materials procured by Contractor, the progress and status of the Works, to notify Contractor of any irregularities or deficiencies identified in the performance of Works and demand and obtain prompt remediation even before acceptance and to obtain from Contractor any information on the compliance of the Materials and the Works with the Applicable Law and the Standards.</p>	<p>Materialelor procurate de Contractor, progresul si stadiul Lucrarilor, sa notifice Contractorul cu privire la orice nereguli sau deficiente constatate in executarea Lucrarilor si sa ii solicite Contractorului si sa obtina de la acesta remedierea prompta a neregulilor si/sau deficiențelor respective chiar inainte de receptie, precum si sa obtina de la Contractor orice informatii privind conformarea Materialelor si a Lucrarilor la Legea Aplicabila si la Standarde.</p>
<p>5.8. At any time during this Contract, the Company, its Affiliates and their authorized representatives, contractors or auditors will have access to and will have the right to audit any documents, data and information (including books, records, vouchers, receipts, correspondence, invoices, notes/minutes) of the Contractor or Subcontractor (of any degree) with respect to any technical, HSSE and quality requirements in connection with the procured Materials or relevant for the execution of the Works and performance of the Services, in all cases in compliance with any confidentiality obligations. In this regard, the Contractor undertakes to facilitate the participation of the Company, its Affiliates and their authorized representatives, contractors or auditors in any audits, by including appropriate provisions in the contracts concluded with its Subcontractors.</p>	<p>5.8. In orice moment pe durata prezentului Contract, Compania, Afiliatii si reprezentantii lor autorizati, contractori sau auditori vor avea acces si vor avea dreptul de a audita/verifica orice documente, date si informatii (inclusiv carti, inregistrari, bonuri, incasari, corespondente, facturi, note/minute) ale Contractorului sau Subcontractorilor sai (indiferent de grad) cu privire la orice cerinte tehnice, HSSE si de calitate in legatura cu Materialele procurate sau relevante pentru executarea Lucrarilor si a prestarii Serviciilor, in conformitate cu oricare obligatii de confidentialitate. In acest sens, Contractorul se obliga sa faciliteze participarea Companiei, Afiliatilor si reprezentantilor lor autorizati, contractori sau auditori la orice fel de audituri/verificari, prin includerea de prevederi corespunzatoare in contractele incheiate cu Subcontractorii sai.</p>
<p>5.9. Within the period provisioned under Art. 4.21.1., the Company shall have the right to audit (or have audited) and to copy any records and accounts for verification of any sum payable under the Contract, unless it relates to any products or services compensated on a lump sum basis.</p>	<p>5.9. In cadrul perioadei prevazute in Art. 4.21.1., Compania are dreptul sa auditeze si sa copieze orice inregistrari si conturi pentru verificarea oricarei sume platibile in temeiul Contractului, cu exceptia cazului in care se refera la bunuri si servicii compensate pe baza globala.</p>
<p>5.10. In any case of termination of the Contract, such right shall extend to any documentation related to costs to be reimbursed by the Company following such termination.</p>	<p>5.10. In orice caz de reziliere a Contractului, acest drept se extinde la orice documentatie legata de costurile care trebuie rambursate de catre Companie dupa o astfel de reziliere.</p>

6. PERFORMANCE OF WORKS	6. EXECUTAREA LUCRARILOR
<p>6.1. Rules for the performance of the Works</p> <p>6.1.1. During all phases of the implementation of the Photovoltaic Power Plant project (procurement of Materials, execution of Works, installation and assembly of Parts and Components, Commissioning and Acceptance on Completion of Works), the Contractor shall ensure that:</p> <ul style="list-style-type: none"> (i) all Works will be carried out in full compliance with the Company Requirements as per the Scope of Work and the Supervisor's instructions, including any requirements relating to the Contractor's Personnel and the suppliers; (ii) The Works will be carried out observing the activities and the Performance Period relating to each Milestone, in accordance with the Project Schedule; (iii) all Component Parts and Materials integrated in the Photovoltaic Power Plant will be: (a) new, and designed and manufactured in accordance with state-of-the-art engineering practices, Romanian and international Standards, and the requirements in the Scope of Work, and (b) handled, transported and stored on the Site in protected and safe conditions; (iv) has a sufficient number of specialized Contractor's Personnel (who have the necessary experience and skills) for the progress and proper execution of all Works, on time and according to the requirements of the Project Schedule, so as to ensure for the Photovoltaic Power Plant a minimum lifespan 	<p>6.1. Reguli de executare a Lucrarilor</p> <p>6.1.1. Pe parcursul tuturor fazelor de implementare a proiectului Centralei Electrice Fotovoltaice (achiziție Materiale, executare Lucrari, instalare și montaj Parti Componente, Punere în Funcțiune și Recepție la Terminarea Lucrarilor) Contractorul se va asigura ca:</p> <ul style="list-style-type: none"> (i) toate Lucrarile se vor realiza în deplină conformitate cu Cerintele Companiei din Caietul de Sarcini și instrucțiunile Supervizorului, inclusiv cerințe referitoare la Personalul Contractorului și la furnizori; (ii) Lucrarile vor fi executate cu respectarea activităților și Duratei de Execuție aferente fiecărei Etape de Lucru, în conformitate cu Graficul Proiectului; (iii) toate Partile Componente și Materialele integrate în Centrala Electrică Fotovoltaică vor fi: (a) noi, și proiectate și fabricate în conformitate cu practicile de inginerie de ultimă generație, Standardele românești și internaționale și cerințele din Caietul de Sarcini, și (b) manipulate, transportate și depozitate în Santier în condiții de protecție și siguranță; (iv) dispune de Personal al Contractorului în număr suficient și specializat (care dispune de experiența și competențele necesare) pentru progresul și executarea corespunzătoare a tuturor Lucrarilor, la termenele și conform cerințelor din Graficul Proiectului, astfel încât

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<p>of 25 years and operation at the maximum technical parameters mentioned in Section III Technical Requirements / Specifications of the Scope of Work (including at the Guaranteed Performance Ratio).</p> <p>6.1.2. During the execution of the construction and development project of the Photovoltaic Plant, the Contractor will fulfill the role general contractor, having all the obligations and responsibilities established by the Contract and the Applicable Law.</p> <p>6.1.3. To keep track of the activities and quality control of the Works and Materials, the Contractor shall maintain, throughout the Performance Period and until the Final Acceptance, a site diary, in which he shall record daily, at least:</p> <ul style="list-style-type: none"> (i) weather conditions, periods of suspension of activities due to adverse weather conditions; (ii) the number and teams (by specialization) present on the Site; (iii) Materials purchased, delivered and stored in the Site and in other places, as well as Materials incorporated in the Works; (iv) The equipment (including the Contractor's Equipment) used at the Site and other places; (v) the tests performed and the samples taken; (vi) the Works performed; (vii) the list of various obstacles or difficulties encountered by the Contractor during the execution of the Works; (viii) incidents and/or accidents; (ix) instructions received from the Supervisor; (x) the meetings on Works progress, and the relevant minutes signed during these meetings 	<p>sa asigure Centralei Electrice Fotovoltaice o durata minima de viata de 25 de ani si functionarea la parametrii tehnici maximi mentionati in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini (inclusiv la Rata de Performanta Garantata).</p> <p>6.1.2. Pe parcursul executarii proiectului de construire si dezvoltare a Centralei Electrice Fotovoltaice Contractorul va indeplini rolul de antreprenor general, având toate obligatiile si responsabilitatile instituite prin Contract si Legea Aplicabila.</p> <p>6.1.3. Pentru evidenta activitatilor si controlul calitatii Lucrarilor si Materialelor, Contractorul va mentine pe toata Durata de Executie si pâna la Receptia Finala, un jurnal de santier, in care va inregistra zilnic, cel puțin:</p> <ul style="list-style-type: none"> (i) conditiile meteorologice, perioadele suspendare a activitatilor din cauza conditiilor meteorologice nefavorabile; (ii) numarul si echipele (pe specializari) prezente pe Santier; (iii) Materialele achizitionate, livrate si depozitate in Santier si in alte locuri, precum si Materialele incorporate in Lucrari; (iv) Echipamentele (inclusiv Echipamentele Contractorului) utilizate pe Santier si alte locuri; (v) testele efectuate si probele prelevate; (vi) Lucrarile executate; (vii) lista diferitelor obstacole sau a dificultatilor întâmpinate de Contractor in timpul executiei Lucrarilor; (viii) incidente si/sau accidente; (ix) instructiuni primite de la Supervisor; (x) sedintele de monitorizare a progresului lucrarilor, minutele incheiate in cadrul sedintelor.
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6.1.4. The site diary/register will be part of the technical book of the Photovoltaic Power Plant and will be handed over by the Contractor to the Company, according to the requirements of the Applicable Law, together with the documentation that constitutes the technical book of the Photovoltaic Power Plant. At any time upon the Supervisor's request, the Contractor shall make available to it a copy of the site log.

6.1.5. Each time the Works reach a certain determined phase, in accordance with the Project Schedule and the control plan and programs established in the Technical Documentation, the Contractor will convene, in accordance with the provisions of the Applicable Law and within the term provided by the Technical Documentation or the Applicable Law, the persons in charge (including with the Authorities) in order to inspect the Works that have reached the determining phase and to approve the continuation of the Works.

6.1.6. The Works will be subject to inspections, evaluations, tests and samples according to the requirements and procedures of the Section III Technical Requirements / Specifications of Scope of Work, the Technical Documentation, Inspection and Quality Plan and the Project Schedule.

6.1.7. The Works and/or Materials that do not meet the quality and safety requirements specified in the Section III Technical Requirements / Specifications of Scope of Work and the Offer, present Defects or are not executed in accordance with this Contract and the Applicable Law will be rejected by the Supervisor, the Company being entitled to suspend any payment until the Defects, deficiencies, non-conformities are remedied or the rejected Materials are replaced within the period indicated by the Supervisor.

6.1.4. Jurnalul de santier va face parte din cartea tehnica a Centralei Electrice Fotovoltaice si va fi predat de catre Contractor Companiei, conform cerintelor Legii Aplicabile, odata cu documentatia care constituie cartea tehnica Centralei Electrice Fotovoltaice. Oricând la cererea Supravezorului, Contractorul va pune la dispozitia sa o copia a jurnalului de santier.

6.1.5. De fiecare data când Lucrarile ajung intr-o anumita faza determinata, in conformitate cu Graficul Proiectului si planul si programele de control stabilite in Documentatia Tehnica, Contractorul va convoca, in conformitate cu prevederile Legii Aplicabile si in termenul prevazut de Documentatia Tehnica sau Legea Aplicabila, factorii responsabili (inclusiv din partea Autoritatilor) in vederea verificarii lucrarilor ajunse in faza determinanta si aprobarii continuarii executiei Lucrarilor.

6.1.6. Lucrarile vor fi supuse inspectiilor, evaluarilor, testelor si probelor conform cerintelor si procedurilor din Sectiunea III a Caietului de Sarcini – Cerinte/Specificatii tehnice, Documentatiei Tehnice, Planul de Inspectie si Calitate si Graficului Proiectului.

6.1.7. Lucrarile si/sau Materialele care nu corespund cerintelor de calitate si securitate specificate in Sectiunea III Cerinte/Specificatii tehnice din Caietului de Sarcini si Oferta, prezinta Defecte sau nu sunt executate conform acestui Contract si Legii Aplicabile vor fi respinse de catre Supravezor, Compania fiind indreptatita sa suspende orice plata pâna la remedierea Defectelor, deficientelor, neconformitatilor sau inlocuirea Materialelor respinse in termenul indicat de Supravezor.

6.2. Project management	6.2. Managementul proiectului
<p>6.2.1. Contractor shall appoint a project management team and any new member of the management team must be approved in writing by the Supervisor prior to his appointment.</p>	<p>6.2.1. Contractorul va desemna o echipa de management a proiectului, iar orice membru nou al echipei de management trebuie sa fie aprobat in scris de catre Supervisor inainte de desemnarea sa.</p>
<p>6.2.2. During the execution of the Works from the initial organization of the Site and thereafter, the Contractor shall continuously maintain on the Site adequate management, supervisory, technical, quality and safety personnel, including the Contractor's Representative, to ensure the prompt and professional management of all activities and issues related to Works. The Contractor shall not replace the Contractor's Representative without the prior written consent of the Supervisor.</p>	<p>6.2.2. In timpul executarii Lucrarilor de la organizarea initiala a Santierului si ulterior, Contractorul va mentine continuu in Santier personal adecvat de management, supraveghere, tehnic, calitate si securitate, inclusiv Reprezentantul Contractorului, pentru a asigura gestionarea rapida si profesionista a tuturor activitatilor si problemelor legate de Lucrari. Contractorul nu va inlocui Reprezentantul Contractorului fara acordul prealabil scris al Supervisorului.</p>
<p>6.2.3. The Contractor shall promptly replace the Contractor's Representative, upon the written request of the Company's Representative, if, in the Supervisor's view, that person does not possess the necessary competencies to properly exercise this role.</p>	<p>6.2.3. Contractorul va inlocui prompt Reprezentantul Contractorului, la cererea scrisa a Reprezentantului Companiei, in cazul in care, din punctul de vedere al Supervisorului, persoana respectiva nu detine competentele necesare pentru exercitarea in mod corespunzator a acestui rol.</p>
<p>6.2.4. The Supervisor will ensure permanent communication with the Contractor's team, record of all documents related to the performance of the Contract, permanent monitoring and periodic evaluation of the degree of fulfillment of the Contract's objectives.</p>	<p>6.2.4. Supervisorul va asigura comunicarea permanenta cu echipa Contractorului, evidenta tuturor documentelor referitoare la derularea Contractului, monitorizarea permanenta si evaluarea periodica a gradului de indeplinire a obiectivelor Contractului.</p>
<p>6.2.5. All notifications during the performance of the activities in the Contract will be analyzed during the meetings to monitor the progress of the Works and recorded in the Site journal/register.</p>	<p>6.2.5. Toate notificarile pe perioada derularii activitatilor in Contract vor fi analizate in cadrul sedintelor de monitorizare a progresului Lucrarilor si inregistrate in jurnalul/registrul de santier.</p>
<p>6.2.6. Within 5 Days from the establishment of the Performance Guarantee, the Contractor will organize</p>	<p>6.2.6. In termen de 5 Zile de la constituirea Garantiei de Buna Executie, Contractorul va organiza sedinta de</p>

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<p>the initial meeting of the Contract. Within 1 Day of the start-up meeting of the activities in the Contract, the Contractor will draw up a minutes of the meeting, which will be signed by both Parties.</p> <p>6.2.7. During the meeting, the detailed communication procedures between the Parties, review, verification and approval, reporting format and their frequency, deliverables, etc. will be established. All these principles and formats will be attached to the minutes/minutes of the meeting and will be disseminated to the team members of both Parties by the Contractor.</p> <p>6.2.8 Contractor shall nominate according to Applicable Law a Technical Responsible with Execution (RTE), who will issue periodical reports related to the qualitative and quantitative execution of the works, as well as with the resolving stage of the non-conformities listed in the non-conformities reports received during the execution of the works.</p>	<p>debut a Contractului. In termen de 1 Zi de la sedinta de demarare a activitatilor in Contract Contractorul va intocmi un proces-verbal/minuta a intalnirii, care se va semnata de ambele Parti.</p> <p>6.2.7. In cadrul intalnirii se vor stabili procedurile detaliate de comunicare intre Parti, revizie, verificare si aprobare, formatul de raportare si frecventa raportarilor, livrabile etc. Toate aceste principii si formate vor fi anexate procesului verbal/minutei de sedinta si vor fi distribuite catre membrii echipelor ambelor Parti, prin grija Contractorului.</p> <p>6.2.8 Contractorul va nominaliza conform Legii Aplicabile un Responsabil Tehnic cu Executia (RTE), care va emite rapoarte periodice legate de executia calitativa si cantitativa a lucrarilor si de stadiul rezolvarii neconformitatilor din rapoartele de neconformitate primite pe parcursul executie lucrarilor.</p>
<p>6.3. The Supervisor</p> <p>6.3.1. The Supervisor shall have the following duties and responsibilities:</p> <ul style="list-style-type: none"> (i) to issue instructions and orders on behalf of the Company; (ii) to issue the order to start the Works; (iii) to verify, accept or reject the Contractor's Technical Documentation and Project Schedule, obtaining the Company Representative's prior consent for the approval of the Technical Project; (iv) to check the progress of the performance of the Works; (v) to verify compliance with the quality of the Component Parts and Materials and the methods of putting them into operation, 	<p>6.3. Supervizorul</p> <p>6.3.1. Supervizorul va avea urmatoarele atributii si responsabilitati:</p> <ul style="list-style-type: none"> (i) emite instructiuni si ordine in numele Companiei; (ii) emite ordinul de incepere a Lucrarilor; (iii) verifica, accepta sau respinge Documentatia Tehnica si Graficul Proiectului al Contractorului, obtinand acordul prealabil al Reprezentantului Companiei pentru aprobarea Proiectului Tehnic; (iv) verifica progresul executiei Lucrarilor; (v) verifica respectarea calitatii Partilor Componente si Materialelor si metodele de punere in opera a acestora;

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<p>(vi) to reject Contractor's Equipment and any other machinery and equipment, Materials or Works that are not in accordance with the provisions of the Contract;</p> <p>(vii) to participate in the performance of tests and the inspection of Works at the various Milestones;</p> <p>(viii) measure the quantities of Works actually executed and evaluate them in accordance with the provisions of the Contract;</p> <p>(ix) review and approve the Contractor's Documents or reject them with reason;</p> <p>(x) ensures the correctness of the data and details in the Site journal/register;</p> <p>(xi) issues Variations in accordance with the provisions of the Contract;</p> <p>(xii) issues / approves Payment Certificates in accordance with the provisions of the Contract;</p> <p>(xiii) analyzes the requests and claims of the Contractor and the Company;</p> <p>(xiv) assists the Company in the Acceptance on Completion of Works and Final Acceptance procedures;</p> <p>(xv) fulfills other responsibilities set out in the Contract.</p> <p>(xvi) Issues, given the case, of work permits.</p>	<p>(vi) respinge Echipamentele Contractorului si orice alte utilaje si echipamente, Materialele sau Lucrarile care nu sunt in conformitate cu prevederile Contractului;</p> <p>(vii) participa la efectuarea testelor si la verificarea Lucrarilor in Etapele de Lucru;</p> <p>(viii) masoara cantitatile de Lucrari real executate si le evalueaza in conformitate cu prevederile Contractului;</p> <p>(ix) revizuieste si aproba Documente Contractorului sau le respinge motivat;</p> <p>(x) se asigura de corectitudinea datelor si detaliilor din jurnalul/registrul de Santier;</p> <p>(xi) emite Modificari in conformitate cu prevederile Contractului;</p> <p>(xii) aproba Certificate de Plata in conformitate cu prevederile Contractului;</p> <p>(xiii) analizeaza solicitarile si pretentiile Contractorului si ale Companiei;</p> <p>(xiv) asista Compania in cadrul procedurii de Receptie la Terminarea Lucrarilor si de Receptie Finala;</p> <p>(xv) indeplineste alte responsabilitati stabilite in sarcina sa prin Contract;</p> <p>(xvi) emite, dupa caz, permise de lucru.</p>
<p>6.3.2. The Company will appoint the Supervisor within [5 Days] from the date of signing the Contract. The Supervisor may appoint one or more representatives to carry out its responsibilities, any of whom shall act on behalf and under the responsibility of the Supervisor.</p>	<p>6.3.2. Compania va desemna Supvizorul in termen de [5 Zile] de la data semnarii Contractului. Supvizorul poate numi unul sau mai multi reprezentanti care vor indeplini responsabilitatile sale, oricare dintre acestia actionând in numele si pe raspunderea Supvizorului.</p>
<p>6.3.3. Instructions and orders communicated in writing by the Supervisor or his representatives shall be binding on the Contractor.</p>	<p>6.3.3. Instructiunile si ordinele comunicate in scris de Supvizor sau reprezentantii sai vor fi obligatorii pentru Contractor.</p>

<p>6.4. Commencement of Works</p> <p>6.4.1. The Company will hand over the Site to the Contractor within 10 Days from the date of signing the minutes of the kick-off meeting marking the start of activities under the Contract. The Company reserves the right to extend the Site hand-over deadline for good reason, provided that it gives Contractor written notice of such extension with sufficient time in advance to allow it to make the necessary arrangements for the postponed Site hand-over, without any additional cost to the Company. The Parties may agree on a corresponding amendment of the Project Schedule if the postponement requested by the Company exceeds 5 Days of the date of signing the kick-off meeting minutes.</p> <p>6.4.2. The Supervisor will issue to the Contractor the order to start the Works regarding the design activities within the deadline referred to at art. 6.4.1., in which it will specify the Commencement Date of the activities for the construction Works.</p> <p>6.4.3. The Works commencement order will be issued in subsequent phases of the project as per the Project Schedule.</p> <p>6.4.4. The Commencement Date of each category of Works by Contractor will not exceed [5 Days] from the moment of issuing the order to start the Works.</p>	<p>6.4. Inceperea Lucrarilor</p> <p>6.4.1. Compania va preda Contractorului Santierul in teren de 10 Zile de la data semnarii procesului verbal/minutei privind sedinta de demarare a activitatilor in Contract. Compania isi rezerva dreptul ca, pentru motive temeinice, sa amane data predarii Santierului, cu conditia de a-i transmite Contractorului o notificare scrisa in acest sens cu suficient timp inainte pentru a-i da posibilitatea Contractorului sa faca aranjamentele necesare in legatura cu predarea amanata a Santierului, fara vreun cost suplimentar pentru Companie. Partile pot conveni o modificare corespunzatoare a Graficului Proiectului, in cazul in care amanarea ceruta de Companie depaseste 5 Zile de la data semnarii procesului verbal/minutei privind sedinta de demarare a activitatilor in baza Contractului.</p> <p>6.4.2. Supervizorul va emite catre Contractor ordinul de incepere a Lucrarilor, in care va preciza Data de Incepere a activitatilor de executie.</p> <p>6.4.3. Ordinul de incepere a Lucrarilor va fi emis in fazele urmatoare ale proiectului, conform Graficului Proiectului.</p> <p>6.4.4. Data de Incepere a fiecărei categorii de Lucrari de catre Contractor nu va depasi [5 Zile] de la momentul emiterii ordinului de incepere a Lucrarilor.</p>
<p>6.5. Project documents</p>	<p>6.5. Documentele proiectului</p>
<p>6.5.1. The Company has made available to the Contractor the Company's Documents, including the Technical Requirements / Specifications of Scope of Work and its annexes.</p>	<p>6.5.1. Compania a pus la dispozitia Contractorului Documentele Companiei, inclusiv Cerinte/Specificatii tehnice din Caietul de Sarcini si anexele la acesta.</p>

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<p>6.5.2. The Contractor declares and warrants that it has studied and analyzed the project documents and knows in detail the Company Requirements and those set out in the Company's Documents, that it has a full understanding and knowledge of the nature, quality, Section III Technical Requirements / Specifications of Scope of Work and obligations set out in the Company Requirements and Company's Documents, that it has been provided adequate opportunity to identify and communicate to Company any deficiencies, errors, omissions, contradictions, incoherencies, ambiguities, or discrepancies of whatever nature within or in relation to the Company Requirements and Company's Documents, that it accepts the Company Requirements and Company's Documents including all elements therein, and that the Offer covers all these requirements and that it can perform this Contract in accordance with these requirements, as well as that it shall be liable (and hold harmless the Company) for any costs and price increases resulting from or in relation to any matters provided in this article and these shall not be treated as Variations. Neither matter provided in this article shall constitute cause for the extension of the Performance Period.</p>	<p>6.5.2. Contractorul declara si garanteaza ca a studiat si a analizat documentele proiectului si cunoaste in detaliu Cerintele Companiei si cele descrise in Documentele Companiei, ca are intelegere si cunostinta deplina a naturii, calitatii, domeniului de lucru si obligatiilor cuprinse in acestea, ca i s-a oferit ocazia adecvata de a identifica si comunica Companiei orice deficiente, erori, omisiuni, contradictii, incoerente, ambiguitati sau discrepante de orice natura in sau in legatura cu Cerintele Companiei si Documentele Companiei, ca accepta Cerintele Companiei si Documentele Companiei si toate elementele cuprinse in acestea, ca Oferta acopera toate aceste cerinte si ca poate executa prezentul Contract in conformitate cu aceste cerinte, precum si ca va suporta pe cheltuiala proprie (si exonera Compania de) orice costuri sau majorari de preturi rezultate din sau in legatura cu orice aspecte precizate in prezentul articol, iar acestea nu vor fi considerate Modificari. Niciunul dintre aspectele prevazute în prezentul articol nu va constitui motiv pentru prelungirea Duratei de Executie.</p>
<p>6.6. Contractor's Documents</p>	<p>6.6. Documentele Contractorului</p>
<p>6.6.1. By signing this Contract, the Contractor represents and warrants that it inspected and studied the Site and the Company Requirements including for the preparation of the Contractor's Documents, and for obtaining the necessary Authorizations for the performance of the Works and Services and has not identified any error, mistake or other inconsistency in the Company Requirements. The Contractor shall not be entitled to any additional compensation in the event of any error, mistake or other inconsistency in the Company's Requirements.</p>	<p>6.6.1. Prin semnarea prezentului Contract, Contractorul declara si garanteaza ca a inspectat si studiat Santierul si Cerintele Companiei inclusiv pentru elaborarea Documentelor Contractorului si pentru obtinerea Autorizatiilor necesare executarii Lucrarilor si Serviciilor si nu a identificat nicio eroare, greseala sau alta neconcordanță in Cerintele Companiei. Contractorul nu va fi indreptatit la nicio compensatie suplimentara in cazul oricarei erori, greseli sau alte neconcordanțe din Cerintele Companiei.</p>

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<p>6.6.2. The Contractor shall prepare, within the terms agreed in the Project Schedule and Scope of Work, the Contractor's Documents, which shall strictly comply with the Company Requirements, the Offer and the quality requirements imposed by the Standards and the Applicable Law.</p>	<p>6.6.2. Contractorul va elabora, in termenele agreate prin Graficul Proiectului si Caietul de sarcini, Documentele Contractorului, care vor respecta cu strictete Cerintele Companiei, Oferta si cerintele de calitate impuse de Standarde si Legea Aplicabila.</p>
<p>6.6.6. In case of design errors noticed during the execution of the Works, execution errors that require remediation, changes in solutions requested by the Company or arising as a result of unforeseeable situations at the date of approval of the Technical Documentation, the Contractor will ensure that, to the extent permitted by the Applicable Law, the Technical Documentation will be amended by issuing site provisions to be approved by the Authorities under the terms of the Applicable Law. Not any variation by a written site instruction shall trigger a Variation within the meaning of art. 7.</p>	<p>6.6.6. In cazul unor erori de proiectare sesizate pe parcursul executiei Lucrarilor, unor erori de executie ce necesita remedieri, unor modificari de solutii solicitate de Companie sau aparute in urma unor situatii imprevizibile la data aprobarii Documentatiei Tehnice, Contractorul se va asigura ca, in masura permisa de Legea Aplicabila, Documentatia Tehnica va fi amendata prin emiterea de dispozitii de santier aprobate de Autoritati in conditiile Legii Aplicabile. Nu orice modificare prin dispozitie de santier va atrage o Modificare in sensul art. 7.</p>
<p>6.7. Authorisations</p>	<p>6.7. Autorizatiile</p>
<p>6.7.1. Contractor shall draw up and make available to the Company the documentation required for the Company to obtain/extend all Authorizations for fulfilling the scope hereof, in accordance with the Applicable Law, including, without limitation, for the preparation/amendment of the Technical Documentation, for the procurement and supply of Materials on the Site, for the performance of the Works and provision of Services, for remedying any Defects, for the testing, connection of the PVPP to the Company's power usage installation and Commissioning of the PVPP.</p> <p>6.7.2. Contractor shall not perform any Work and/or Services hereunder without the valid necessary Authorizations.</p>	<p>6.7.1. Contractorul va intocmi si va pune la dispozitia Companiei documentatia pentru obtinerea/prelungirea de catre Companie a tuturor Autorizatiilor necesare pentru indeplinirea obiectului prezentului Contract, in conformitate cu Legea Aplicabila, inclusiv pentru pregatirea/actualizarea Documentatiei Tehnice, pentru procurarea si aprovizionarea in Santier a Materialelor, pentru executia Lucrarilor si a Serviciilor, remedierea oricaror Defecte, testarea, racordarea CEF la instalatia de utilizare a Companiei si Punerea in Functiune a CEF, dar fara a se limita la acestea.</p> <p>6.7.2. Contractorul nu va executa nicio Lucrare si/sau Servicii in baza Contractului in lipsa Autorizatiilor valabile necesare.</p>

6.8. Performance Period	6.8. Durata de Executie a Lucrarilor
<p>6.8.1. Project Schedule</p> <p>6.8.1.1. Within 14 Days of the kick-off meeting marking the start of activities under the Contract, the Contractor shall prepare and provide to the Supervisor: (i) the detailed Project Schedule of all activities in the Contract according to Section III Technical Requirements / Specifications of Scope of Work, and (ii) the quality plan, the general quality control plan, the quality control of the executed works, the environmental plan, the security and health plan of the Contractor and the Subcontractors, as well as the other plans, procedures and programs described in the Scope of Work.</p> <p>6.8.1.2. The Project Schedule, as well as the plans and procedures developed by the Contractor, will be subject to the Company's review and approval. Once accepted by the Company, the Contractor's Project Schedule, plans, procedures and schedules shall become the tools upon which the Supervisor shall monitor and control the performance and progress of the Works. Acceptance of the Project Schedule and the Contractor's plans, procedures and schedules shall not relieve the Contractor of its responsibilities and liabilities under the Contract and the Applicable Law.</p> <p>6.8.1.3. The Project Schedule will be developed based on the Offer, with full compliance with the requirements included in Section III Technical Requirements / Specifications of the Scope of Work and its Annexes. The Project Schedule will be drawn up in the form of the critical path method and will indicate very clearly, including:</p> <p>(i) Categories of Works and Milestones;</p>	<p>6.8.1. Graficul Proiectului</p> <p>6.8.1.1. In termen de 14 Zile de la sedinta de demarare a activitatilor in Contract, Contractorul va pregati si furniza Supervizorului: (i) Graficul Proiectului detaliat al tuturor activitatilor din Contract conform Sectiunii III Cerinte/Specificatii tehnice a Caietului Sarcini, si (ii) planul calitatii, planul general de control al calitatii, planul de control al calitatii Lucrarilor executate, planul de mediu, planul de securitate si sanatate al Contractorului si Subcontractorilor, precum si celelalte planuri, proceduri si programe descrise in Caietul de Sarcini.</p> <p>6.8.1.2. Graficul Proiectului, precum si planurile si procedurile elaborate de Contractor vor fi supuse analizei si aprobarii Companiei. Odata acceptate de Companie, Graficul Proiectului, planurile, procedurile si programele Contractorului vor deveni instrumente pe baza carora Supervizorul va urmari si controla performanta si progresul Lucrarilor. Acceptarea Graficului Proiectului si a planurilor, procedurilor si programelor Contractorului nu va exonera Contractorul de responsabilitatile si raspunderea ce ii revine conform Contractului si Legii Aplicabile.</p> <p>6.8.1.3. Graficul Proiectului va fi elaborat pe baza Ofertei, cu respectarea deplina a cerintelor din Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia. Graficul Proiectului va fi intocmit sub forma metodei drumului critic si va indica in mod foarte clar, inclusiv:</p> <p>(i) Categoriile de Lucrari si Etapele de Lucrari;</p>

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<p>(ii) The Milestones and the order in which the Contractor intends to carry out the Works (procurement of Materials, execution of the Works, installation and assembly, testing and Commissioning);</p> <p>(iii) the sequence and interim deadlines for the performance of the Works;</p> <p>(iv) the Component Parts and Materials that will be integrated into the Works regarding the Photovoltaic Power Plant;</p> <p>(v) a descriptive report including:</p> <ol style="list-style-type: none"> a. a general description of the methods and the Milestones which the Contractor shall implement in carrying out the Works; b. details regarding the number and structure of personnel for each category of Works, the number and type of Contractor's Equipment required on the Site, for each Milestone; c. involved Subcontractors and Contractor's Personnel. 	<p>(ii) Etapele de Lucrari si ordinea in care Contractorul intentioneaza sa realizeze Lucrarile (achizitie Materiale, executare Lucrari instalare si montaj, testare si Punere in Functiune);</p> <p>(iii) secventa si termenele intermediare de realizare a Lucrarilor;</p> <p>(iv) Partile Componente si Materialele care vor fi integrate in Lucrari;</p> <p>(v) un raport descriptiv care sa includa:</p> <ol style="list-style-type: none"> a. o descriere generala a metodelor si a Etapelor de Lucrari pe care Contractorul le va implementa in executia Lucrarilor; b. detalii privind numarul si structura de personal pe fiecare categorie de Lucrari, numarul si tipul de Echipamente ale Contractorului necesare in Santier, pentru fiecare Etapa de Lucrari; c. Subcontractorii si Personalul Contractorului implicat.
<p>6.8.1.4. In addition, within maximum 14 days from kick-off meeting marking the start of activities under the Contract, the Contractor shall prepare and make available to the Supervisor:</p> <p>(i) Schedule of delivery, installation and commissioning of the Component Parts and Materials;</p> <p>(ii) The inspection and testing program developed according to the requirements of the Section III Technical Requirements / Specifications of Scope of Work and the Offer.</p>	<p>6.8.1.4. In plus, in termen de maxim 14 zile de la sedinta de incepere a activitatilor din Contract, Contractorul va elabora si pune la dispozitia Supervizorului:</p> <p>(i) Programul de livrare, instalare si punere in functiune a Partilor Componente si Materialelor;</p> <p>(ii) Programul de inspectie si testare elaborat conform cerintelor din Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Oferta.</p>
<p>6.8.1.5. The Project Schedule will be analyzed and approved or rejected by the Supervisor within [5 Days] of its submission by the Contractor. If the Project Schedule is rejected by the Supervisor, the Company shall have the right to withhold any payment to the</p>	<p>6.8.1.5. Graficul Proiectului va fi analizat si aprobat sau respins de Supervizor in termen de [5 Zile] de la transmiterea acestuia de catre Contractor. In cazul in care Graficul Proiectului este respins de Supervizor, Compania va avea dreptul sa sisteze orice plata catre</p>

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<p>Contractor until the Project Schedule is remedied and accepted. The provisions of this clause also apply to the other programs and/or procedures that fall under the responsibility of the Contractor.</p> <p>6.8.1.6. The Contractor shall submit by the 10th of each month a revised/updated Project Schedule, including, if: (i) the previous program no longer corresponds to the actual progress of the Works on the critical path or that can affect the critical path and/or the Contractor's obligations, or (ii) deviations from the intermediate deadlines for the performance of Works or it is estimated that the Duration of Performance will be exceeded. Every revised/updated version of the Project Schedule will be submitted for its approval by the Company.</p> <p>6.8.1.7. If the Contractor does not submit the Project Schedule, the plans, and/or the procedures mentioned in this article or any revised version thereof, drawn up according to the Section III Technical Requirements / Specifications of Scope of Work and by the deadlines mentioned above, the Company may charge late penalties described in clause 6.8.4 [Delays], which it will withhold from the following payments.</p>	<p>Contractor până la remedierea și acceptarea Graficului Proiectului. Prevederile acestei clauze se aplică și pentru celelalte programe și/sau proceduri care cad în sarcina Contractorului.</p> <p>6.8.1.6. Contractorul va transmite până pe data de 10 a fiecărei luni un Grafic al Proiectului revizuit/actualizat, inclusiv, dacă: (i) programul anterior nu mai corespunde progresului real al Lucrarilor de pe drumul critic sau care pot afecta drumul critic și/sau obligațiilor Contractorului, sau (ii) se înregistrează devieri de la termenele intermediare de execuție a Lucrarilor sau se estimează depășirea Duratei de Execuție. Fiecare versiune revizuită/actualizată a Graficului Proiectului va fi supusă aprobării acestuia de către Companie.</p> <p>6.8.1.7. Dacă Contractorul nu transmite Graficul Proiectului, planurile, și/sau procedurile menționate în acest articol sau orice versiune revizuită a acestora, întocmite conform Secțiunii III Cerințe/Specificatii Tehnice a Caietului de Sarcini și la termenele mai sus menționate, Compania poate percepe penalități de întârziere descrise la clauza 6.8.4. [Întârzieri], pe care le va reține din plățile următoare.</p>
<p>6.8.2. Performance Period</p> <p>6.8.2.1. The Work performance period which the Contractor undertakes to observe shall be a maximum of X months from the Commencement Date.</p> <p>6.8.2.2. The Contractor shall carry out and complete all the Works described in the Offer and the Project Schedule (design, engineering, procurement of Materials, execution of Works, installation and assembly, testing, repair of Defects, commissioning, Acceptance on Completion of Works, delivery of</p>	<p>6.8.2. Durata de Execuție</p> <p>6.8.2.1. Durata de Execuție pe care Contractorul se obligă să o respecte este de cel mult X luni de la Data de Începere.</p> <p>6.8.2.2. Contractorul va realiza și finaliza toate Lucrarile descrise în Oferta și Graficul Proiectului (proiectare, inginerie, achiziție Materiale, execuție Lucrări, instalare și montaj, testare, remedierea Defectelor, Punere în Funcțiune, Recepția la Terminarea Lucrarilor,</p>

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<p>Documents to the Contractor, etc.) until the Completion Date.</p> <p>6.8.2.3. The Works shall be performed by Milestones, subject to meeting the Milestone deadlines referred to in the Project Schedule.</p>	<p>predarea Documentelor Contractorului etc.) până la Data Finalizării.</p> <p>6.8.2.3. Lucrarile se vor executa pe Etape de Lucru cu respectarea termenelor intermediare mentionate in Graficul Proiectului.</p>
<p>6.8.3. Extension of Performance Period</p> <p>6.8.3.1. The contractor will be entitled to extend the Performance Period and Completion Date exclusively for the following reasons:</p> <ul style="list-style-type: none"> (i) force majeure; (ii) an administrative order issued by an Authority extending the Completion Date and which is not due to the fault of the Contractor; (iii) the delay of the Performance Period due to the failure of the Company, due to its fault, to fulfill its obligations under the Contract; (iv) any suspension of the Works requested by the Company under the terms of the Contract; (v) other limited situations mentioned in the Contract. <p>6.8.3.2. In any of the situations in clause 6.8.3.1., the Contractor shall notify the Company in writing of the reason for the extension of the Execution Period and shall present supporting documents and evidence.</p> <p>6.8.3.3. If the Parties fail to reach an agreement regarding the extension of the Execution Period within [10 Days] of the Contractor's request, the dispute will be settled according to art. 26 hereof.</p> <p>6.8.3.4. The Company will grant the extension period strictly resulting from the extension of the Execution Period, or that resulting from the ruling handed down</p>	<p>6.8.3. Prelungirea Duratei de Executie</p> <p>6.8.3.1. Contractorul va fi indreptatit la prelungirea Duratei de Executie si a Datei de Finalizare exclusiv din urmatoarele cauze:</p> <ul style="list-style-type: none"> (i) forta majora; (ii) un ordin administrativ emis de o Autoritate care extinde Data de Finalizare si care nu se datoreaza culpei Contractorului; (iii) întârzierea Duratei de Executie prin neindeplinirea de catre Companie, din culpa sa, a obligatiilor care ii revin prin Contract; (iv) orice suspendare a Lucrarilor solicitata de Companie in conditiile Contractului; (v) alte situatii mentionate limitativ in Contract. <p>6.8.3.2. In oricare din situatiile din clauza 6.8.3.1., Contractorul va notifica in scris Compania cu privire la cauza care atrage prelungirea Duratei de Executie si va prezenta documente si dovezi suport.</p> <p>6.8.3.3. Daca Partile nu reusesc sa ajunga la un acord cu privire la prelungirea Duratei de Executie in termen de [10 Zile] de la solicitarea Contractorului, disputa se va solutiona conform art. 26 din Contract.</p> <p>6.8.3.4. Compania va acorda perioada de prelungire strict rezultata din cauza de prelungire a Duratei de Executie, sau cea care rezulta din decizia pronuntata in urma solutionarii disputei in conditiile art. 6.8.3.3.</p>

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<p>further to the dispute being resolved upon the terms of art. 6.8.3.3.</p> <p>6.8.3.5. The Contractor cannot claim the extension of the Performance Period in any other situations. If, however, some situations occur that delay the Performance Period (other than those in clause 6.8.3.1.), the Contractor undertakes to make every effort to accelerate and recover the Work execution deadlines (including, by adopting the measures referred to in clause 6.8.4.2).</p>	<p>6.8.3.5. Contractorul nu poate pretinde prelungirea Duratei de Executie in orice alte situatii. In cazul in care intervin totusi unele situatii care întârzie Durata de Executie (altele decât cele din clauza 6.8.3.1.), Contractorul se obliga sa depuna toate eforturile pentru accelerarea si recuperarea termenelor de executie a Lucrarilor (inclusiv, prin adoptarea masurilor mentionate la clauza 6.8.4.2).</p>
<p>6.8.4. Delays</p> <p>6.8.4.1. The Contractor will prevent the occurrence of any delays, and if such delays occur, will limit the effects of the delays occurring on the Site, without these remedies affecting the other rights of the Company in the Contract (delay penalties, etc.).</p> <p>6.8.4.2. In the event that the Contractor and/or its Subcontractors are in delay with respect to one or more Milestones/Works in the Project Schedule, to recover the delay times, the Contractor undertakes, in compliance with the Applicable Law, at its cost and responsibility: (i) to increase the requirement of employed/contracted personnel and/or of the Contractor's Equipment, and/or (ii) to increase the number of hours of work of the Contractor's Personnel. For this purpose, the Contractor will present a plan for recovering of the delays that will be submitted for approval with the Company.</p> <p>6.8.4.3. If the Contractor fails, unjustifiably, to meet the intermediate Milestone deadlines and delays the Performance Period, the Supervisor will be entitled to withhold from the Company's account a percentage value of [10%] of the total related amounts from each subsequent Payment Certificate executed according</p>	<p>6.8.4. Intârzieri</p> <p>6.8.4.1. Contractorul va preveni aparitia oricaror întârzieri, iar daca astfel de întârzieri intervin, va limita efectele întârzierilor aparute pe Santier, fara ca aceste remedii sa afecteze celelalte drepturi ale Companiei din Contract (penalitati de întârziere, etc.).</p> <p>6.8.4.2. In cazul in care Contractorul si/sau Subcontractorii sai sunt in întârziere cu privire la una sau mai multe Etape de Lucrari/ Lucrari din Graficul Proiectului, pentru recuperarea timpilor de întârziere, Contractorul se obliga, cu respectarea Legii Aplicable, pe costul si responsabilitatea acestuia: (i) sa creasca necesarul de personal angajat/contractat si/sau a Echipamentelor Contractorului, si/sau (ii) sa creasca numarul orelor de munca ale Personalului Contractorului. In acest scop, Contractorul va prezenta un plan de recuperare intarzieri care va fi supus aprobarii Companiei.</p> <p>6.8.4.3. Daca Contractorul nu reuseste, in mod nejustificat, sa respecte termenele intermediare ale Etapelor de Lucrari si întârzie Durata de Executie, Supervizorul va fi indreptatit sa retina in contul Companiei din fiecare Certificat de Plata ulterior o valoare procentuala de [10%] din totalul sumelor</p>

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to the Work Statement. The amount so withheld will be added to the amounts of the Payment Certificate for the milestone in which the delayed Works will be fully executed, if the Contractor has managed to catch up on the deadline for carrying out the Works and observes the Project Schedule.

6.8.4.4. If the Contractor fails to complete the Works within the Performance Program, the Company, without prejudice to any other remedies it has under the Contract, shall be entitled to charge the Contractor a delay penalty of [0.06 %] of the Contract Price for each Day between the end of the Performance Period and the actual date of completion of the Works, mentioned in the Acceptance on Completion of Works minutes certified by the Supervisor. Delay penalties will be capped at [10]% of the Contract Price.

6.8.4.5 For delayed performance or nonperformance of any other obligation by the Contractor and except if other penalty for delay is applicable, Contractor shall be liable for and shall pay, for each Day of delay, penalties of 0,06% per each day of delay of the total value of the delayed/unperformed obligation, pending performance in full of the relevant obligation/s.

6.8.4.6. The amount of late penalties will be deducted from the Contract Price and reflected in the Final Payment Certificate.

6.8.4.7. The Company's receipt of late penalties shall not relieve the Contractor of the obligation to complete the Works or of any other duties, obligations or responsibilities it has under the provisions of the Contract.

aferețe Lucrarilor executate conform Situației de Lucrari. Suma astfel reținută va fi adăugată la sumele de plată din Certificatul de Plată aferent jalonului de plată în care Lucrarile întârziate vor fi executate integral, dacă Contractorul a reușit să recupereze termenul de executare a Lucrarilor și respecta Graficul Proiectului.

6.8.4.4. În cazul în care Contractorul nu finalizează Lucrarile în Durata de Executie, Compania, fără a afecta alte remedii pe care le are potrivit Contractului, va fi îndreptățită să perceapă de la Contractor o penalitate de întârziere de [0,06 %] din Pretul Contractului pentru fiecare Zi care curge între finalul Duratei de Executie și data efectivă de finalizare a Lucrarilor, menționată în procesul-verbal de Receptie la Terminarea Lucrarilor certificat de către Supervisor. Suma maximă a penalităților de întârziere va fi de [10]% din Pretul Contractului.

6.8.4.5. Pentru executarea cu întârziere sau neexecutarea oricărei alte obligații de către Contractor și dacă nu este prevăzută o altă penalitate pentru întârziere, Contractorul va fi răspunzător pentru și va plăti, pentru fiecare Zi de întârziere, penalități în valoare de 0,06% pe zi de întârziere calculată din valoarea totală a obligației executate cu întârziere / neexecutate, până la executarea integrală a obligației/obligățiilor respective.

6.8.4.6. Suma penalităților de întârziere va fi reținută din Pretul Contractului și reflectată în Certificatul de Plată Final.

6.8.4.7. Perceperea de către Companie a penalităților de întârziere nu va exonera Contractorul de obligația de a termina Lucrarile sau de alte sarcini, obligații sau responsabilități pe care le are conform prevederilor Contractului.

7. VARIATIONS	7. MODIFICARI
<p>7.1. Required Variations</p> <p>7.1.1. The Contractor is responsible for any increase or decrease in the quantities of Works executed and of the procured Materials compared to those indicated in the lists of quantities part of the Technical Documentation, unless such increase or decrease is caused by a Variation.</p> <p>7.1.2. At any time prior to the completion of the Acceptance of the Works, the Contractor or the Company may propose some Variations to the Company Requirements, the Contractor's Documents or the Works</p> <p>7.1.3. Provided that they were not foreseeable and not imposed by the Company's Documents (including the Scope of Work) or the Applicable Law at the Effective Date, the Contractor may propose some necessary Variations, which result from:</p> <ul style="list-style-type: none"> (i) changes in the Applicable Law that occurred after the date of approval of the Technical Documentation and/or the Project Schedule and which may affect the performance of the Works, (ii) any other limited situations provided by the Contract or the Applicable Law. <p>7.1.4. Variations initiated by the Contractor will be subject to the Supervisor's approval, and finally approved by the Company's Representative. By way of exception, the Supervisor can directly approve some works necessary to cancel or reduce some risks (safety of life and limb, Works, neighboring properties) arising from some urgent situations.</p>	<p>7.1. Modificari necesare</p> <p>7.1.1. Contractorul este responsabil pentru orice majorare sau reducere a cantitatilor de Lucrari executate si de Materiale achizitionate fata de cele indicate in listele de cantitati parte a Documentatiei Tehnice, cu exceptia cazului in care o asemenea majorare sau reducere este cauzata de o Modificare.</p> <p>7.1.2. Oricând înainte de efectuarea Receptiei la Terminarea Lucrarilor, Contractorul sau Compania pot propune unele Modificari ale Cerintelor Companiei, Documentelor Contractorului sau ale Lucrarilor.</p> <p>7.1.3. Sub conditia sa nu fi fost previzibile si impuse prin Documentele Companiei (inclusiv din Caietul de Sarcini) sau Legea Aplicabila la Data Intrarii in Vigoare, Contractorul poate propune unele Modificari necesare, care pot rezulta din:</p> <ul style="list-style-type: none"> (i) modificarile Legii Aplicabile survenite dupa data aprobarii Documentatiei Tehnice si/sau a Graficului Proiectului si care pot afecta realizarea Lucrarilor, (ii) alte situatii limitativ prevazute in Contract sau Legea Aplicabila. <p>7.1.4. Modificarile initiate de Contractor vor fi supuse aprobarii Supervizorului, si aprobate final de Reprezentantul Companiei. Prin exceptie, Supervizorul poate aproba direct unele lucrari necesare anularii sau reducerii unor riscuri (siguranta vietii, Lucrarilor, proprietatilor vecine) survenite in unele situatii urgente.</p>

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<p>7.1.5. Any Variation involving any, change of the activities related to the Works, or extension of the Completion Date shall be made, after the prior approval of the Supervisor, by signing an addendum to the Contract.</p> <p>7.1.6. No Variation shall be implemented before: (i) the approval of the Variation by the Supervisor (as per art. 7.1.4) or, as the case may be, before the signing of the additional deed (as per art. 7.1.5) and, if necessary (ii) the amendment of the Technical Documentation, adapting the Project Schedule and obtaining or modifying the necessary Authorizations.</p>	<p>7.1.5. Orice Modificare care atrage schimbarea unor activitati aferente Lucrarilor, sau extinderea Datei Finalizarii se va realiza, dupa aprobarea prealabila a Supervizorului, prin semnarea unui act aditional la Contract.</p> <p>7.1.6. Nicio Modificare nu va fi implementata inainte de: (i) aprobarea Modificarii de catre Supervizor (in conditiile art. 7.1.4.) si, dupa caz, inainte de semnarea actului aditional (in conditiile art. 7.1.5) si, daca este necesar (ii) modificarea Documentatiei Tehnice, adaptarea Graficului Proiectului si obtinerea sau modificarea Autorizatiilor necesare.</p>
<p>7.2. Excluded Variations</p> <p>7.2.1. The Contractor cannot propose Variations that would affect the execution of the Works, Materials specifications and the deviation from the Company Requirements, the Offer (technical proposal and financial proposal), the Authorizations obtained for the implementation of the Works and/or Applicable Law.</p> <p>7.2.2. Any Variation resulting from: (a) errors, omissions, mistakes, omissions, discrepancies or other deficiencies in the Contractor's Documents (including Project Schedule), (b) works and/or activities that could be foreseen from the study and careful analysis of the Company's Documents (including the Scope of Work), (c) works and/or activities that could and were foreseeable from the requirements of the Authorizations obtained and/or from the requirements of the Applicable Law, will not represent a Variation. The Contractor shall make these Variations at the Contractor's sole expense and without affecting the Performance Period.</p>	<p>7.2. Modificari excluse</p> <p>7.2.1. Contractorul nu poate propune Modificari care ar afecta executarea Lucrarilor, specificatiile Materialelor si abaterea de la Cerintele Companiei, Ofertei (propunerii tehnice și Ofertei financiare), Autorizatiilor obtinute pentru implementarea Lucrarilor si/sau Legii Aplicabile.</p> <p>7.2.2. Orice Modificare care rezulta din: (a) erori, omisiuni, greseli, lipsuri, discrepante sau alte deficiente in Documentele Contractorului (inclusivGraficul Proiectului), (b) lucrari si/sau activitati care puteau fi previzibile din studiul si analiza atenta a Documentelor Companiei (inclusiv, a Caietul de Sarcini), (c) lucrari si/sau activitati care puteau fi previzibile din cerintele Autorizatiilor obtinute si/sau din cerintele Legii Aplicabile in vigoare, nu va reprezenta o Modificare. Contractorul va efectua aceste Modificari pe cheltuiala sa exclusiva si fara a afecta Durata de Executie.</p>

<p>7.3. Improving the efficiency and value of the Works</p> <p>7.3.1. Anytime before the Acceptance at the Completion Works, the Contractor may submit to the Supervisor a written proposal for Variations which, in its opinion, if approved: (i) will expedite completion of the Works, (ii) will reduce the cost of performing the Works, (iii) will improve the efficiency or value of the completed Works or (iv) for other reasons, will be to the advantage of the Company.</p> <p>7.3.2. In this case, the Contractor shall be fully responsible for any proposal made, including the periods required for approval and implementation of the Variation, amendment to the Technical Documentation, obtaining or revising the necessary Authorizations. The Contractor shall not be entitled to any extension of the Performance Duration or to the payment of additional costs.</p>	<p>7.3. Imbunatatirea eficientei si valorii Lucrarilor</p> <p>7.3.1. Oricând înainte de data Receptiei la Terminarea Lucrarilor, Contractorul poate transmite Supravizorului o propunere scrisa de Modificari care, in opinia acestuia, daca va fi aprobata: (i) va urgenta terminarea Lucrarilor, (ii) va reduce costul executiei Lucrarilor, (iii) va imbunatati eficienta sau valoarea Lucrarilor finalizate sau (iv) din alte considerente, va fi in avantajul Companiei.</p> <p>7.3.2. In acest caz, Contractorul va fi pe deplin responsabil pentru orice propunere facuta, inclusiv pentru perioadele necesare pentru aprobarea si implementarea Modificarii, modificarea Documentatiei Tehnice, obtinerea sau revizuirea Autorizatiilor necesare. Contractorul nu va fi indreptatit la nicio prelungire a Duratei de Executie sau la plata unor costuri suplimentare.</p>
<p>7.4. Impact and assessment of Variations</p> <p>7.4.1. The Supervisor and the Contractor's Representative will analyze any proposed Variation in relation to its impact on the Project Schedule and the additional costs that such Variation may bring.</p> <p>7.4.2. Along with the proposed Variation, the Supervisor (if the Variation is initiated by the Company) or, as the case may be, the Contractor (if the Variation is requested by it), will transmit to the other Party:</p>	<p>7.4. Impactul si analiza Modificarilor</p> <p>7.4.1. Supravizorul si Reprezentantul Contractorului vor analiza orice propunere de Modificare in raport cu impactul acesteia asupra Graficului Proiectului si a costurilor suplimentare pe care le poate atrage respectiva Modificare.</p> <p>7.4.2. Odata cu propunerea de Modificare, Supravizorul (daca Modificarea este initiata de Companie) sau, dupa caz Contractorul (daca modificarea este solicitata de acesta), va transmite celeilalte Parti:</p>

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<p>(i) a description of the activities and works that will be implemented or the measures that will be taken and the adjustments that are imposed on the Project Schedule; and</p> <p>(ii) the necessary adjustment of the Performance Period;</p>	<p>(i) o descriere a activitatilor si lucrarilor ce vor fi implementate sau a masurilor ce vor fi luate si a ajustarilor care se impun asupra Graficului Proiectului; si</p> <p>(ii) orice ajustare necesara a Duratei de Executie;</p>
<p>7.4.3. The Supervisor and the Company Representative will analyze the elements indicated in clause 7.4.2 and will jointly analyze and decide the necessity of extending the Performance Period, respectively of supplementing the costs and the Contract Price incurred by the Variation.</p>	<p>7.4.3. Supervizorul si Rezentantul Companiei vor analiza elementele indicate la clauza 7.4.2 si vor analiza si decide impreuna necesitatea prelungirii Duratei de Executie, respectiv a suplimentarii costurilor si Pretului Contractului atrase de Modificare.</p>
<p>7.4.4. Any decision on a Variation will be adopted in compliance with the following principles:</p>	<p>7.4.4. Orice decizie asupra unei Modificari va fi adoptata cu respectarea urmatoarelor principii:</p>
<p>(i) any extension of the Performance Period will be made strictly with the term resulting in connection with the Variation;</p>	<p>(i) orice extindere a Duratei de Executie se va realiza strict cu termenul rezultat in legatura cu Modificarea;</p>
<p>(ii) any adjustment to the Contract Price will be made taking into account the actual quantities of additional Works resulting from the Variation;</p>	<p>(ii) orice ajustare a Pretului Contractului se va realiza luând in calcul cantitatile reale ale Lucrarilor suplimentare rezultate din Modificare;</p>
<p>(iii) the cost of additional Works will be calculated based on (a) similar elements / prices in the Contract, or (b) market prices - if no reference element / price is available in the Contract for that part of the Works and/ or Materials;</p>	<p>(iii) costul Lucrarilor suplimentare va fi calculat pe baza (a) unor elemente / preturi similare din Contract, sau a (b) preturilor din piata - daca in Contract nu este disponibil un element/pret de referinta pentru acea parte de Lucrari si/ sau Materiale;</p>
<p>(iv) the calculation of the additional costs shall not include the unrealized profit, the risk of expenses or the loss of profit of the Contractor.</p>	<p>(iv) in calculul costurilor suplimentare nu vor include profitul nerealizat, riscul de cheltuieli sau pierderea de profit a Contractorului.</p>
<p>7.4.5. In cases where the Contractor has, as per the Contract, the obligation to carry out a Variation at its</p>	<p>7.4.5. In cazurile in care Contractorul are, conform Contractului, obligatia de a opera o Modificare pe</p>

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<p>own expense, the Contract Price and the Performance Period will not undergo changes.</p>	<p>cheltuiiala sa, Pretul Contractului si Durata de Executie nu vor suferi modificari.</p>
<p>8. SUSPENSION OF WORKS</p>	<p>8. SUSPENDAREA LUCRARILOR</p>
<p>8.1. The Company may request the suspension of all or part of the Works. In this case, the Supervisor will send a notice of suspension stating the reason for the suspension, the start date of the suspension and the date of resumption of the Works (if known), the part/parts of the Works that are suspended.</p> <p>8.2. Within [5 Days] of receiving the written notice of suspension of the Works, the Contractor shall review and revise the Project Schedule, estimate the direct costs, and evaluate any other consequences that will result reasonably due to the suspension of the Works, and shall send a report thereof to the Company.</p> <p>8.3. Following the notice of suspension of the Works, the Contractor:</p> <p>(i) shall immediately discontinue performance of the Works to the extent required by the written notice of suspension from the date of suspension, except for any actions and measures necessary to be maintained for the protection and preservation of the Works already performed;</p> <p>(ii) shall not place, without the prior support approval of the Company, any other orders with Subcontractors and/or suppliers, except for orders that are absolutely necessary to perform the part of the Works that has not been suspended;</p>	<p>8.1. Compania poate solicita suspendarea tuturor Lucrarilor sau a unei parti din acestea. In acest caz, Supervizorul va transmite o notificare de suspendare in care va mentiona cauza suspendarii, data de inceput a suspendarii si data de reluare a executiei Lucrarilor (daca este cunoscuta), partea/ partile din Lucrari care se suspenda.</p> <p>8.2. In termen de [5 Zile] de la primirea notificarii scrise privind suspendarea Lucrarilor, Contractorul va examina si revizui Graficul Proiectului, va estima costurile directe, si va evalua orice alte consecinte care vor rezulta in mod rezonabil din cauza suspendarii Lucrarilor, si va trimite un raport in acest sens Companiei.</p> <p>8.3. In urma notificarii de suspendare a Lucrarilor, Contractorul:</p> <p>(i) va inceta imediat executarea Lucrarilor in masura ceruta prin notificarea scrisa de suspendare de la data suspendarii, cu exceptia oricaror actiuni si masuri necesare a fi mentinute pentru protectia si conservarea Lucrarilor deja executate;</p> <p>(ii) nu va plasa, fara acordul scris al Companiei, nicio alta comanda catre Subcontractanti si/sau furnizori, cu exceptia comenzilor care sunt absolut necesare pentru a executa partea de Lucrari care nu a fost suspendata;</p> <p>(iii) va suspenda comenzile si acordurile necesare pentru executarea Lucrarilor afectate de</p>

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<p>(iii) shall suspend the orders and agreements necessary for performance of the Works affected by the suspension vis-à-vis each Subcontractor and/or supplier;</p> <p>(iv) shall take necessary measures for the protection of its employees and for the protection and safeguarding of the Site and Materials and Contractor's Equipment.</p> <p>8.4. In case of a suspension of the Works, the Company will pay the price of the Materials already ordered and delivered to the Site, if these orders cannot be suspended or cancelled. Payment will be made on the date on which the Materials are brought and delivered on the Site according to the deadlines provided in the original Project Schedule.</p>	<p>suspendare fata de fiecare Subcontractor si/sau furnizor;</p> <p>(iv) va lua toate masurile necesare pentru protectia angajatilor sai si pentru protectia si paza Santierului si a Materialelor si Echipamentelor Contractorului.</p> <p>8.4. In cazul suspendarii Lucrarilor, Compania va plati pretul Materialelor deja comandate si livrate in Santier, daca aceste comenzi nu pot fi suspendate sau anulate. Plata se va face la data la care Materiale sunt aduse si predate Companiei in Santier la termenele indicate in Graficul initial al Proiectului.</p>
<p>9. COMPONENT PARTS</p>	<p>9. PARTI COMPONENTE. MATERIALE</p>
<p>9.1. All Component Parts and Materials used by the Contractor in the performance of the Works shall be new and conform to the Standards, the Company Requirements and the provisions of the Scope of Work and the Offer.</p> <p>9.2. The Contractor warrants that: (i) it will procure and use in the execution of the Works only Materials and Component Parts over which it holds ownership rights, intellectual property rights, valid and transferable product warranties, installation and operation manuals, spare parts, and (ii) will transfer to the Company title to the Materials and Component Parts free of any encumbrances, warranties and third-party claims, and accompanied by the full and valid associated warranties.</p>	<p>9.1. Toate Partile Componente si Materialele utilizate de Contractor la executarea Lucrarilor vor fi noi si conforme Standardelor, Cerintelor Companiei si prevederilor din Caietul de Sarcini si Ofertei.</p> <p>9.2. Contractorul garanteaza ca: (i) va procura si utiliza la executia Lucrarilor doar Materiale si Parti Componente asupra carora detine dreptul de proprietate, drepturile de proprietate intelectuala, garantiile produselor valabile si transferabile, manualele de instalare si operare, piese de schimb, si (ii) va transfera Companiei titlul de proprietate asupra Materialelor si Partilor Componente libere de orice sarcini, garantii si pretentii ale tertilor, si insotite de garantiile complete si valabile asociate acestora.</p>

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<p>9.3. In addition, all Materials provided by the Contractor shall be accompanied by all documents, quality or compliance certifications, product warranties, sample and test results, analysis reports, product certificates, installation manuals and use, maintenance and operation recommendations/instructions, etc., in accordance with the provisions of the Contract and the Company's Documents.</p> <p>9.4. Contractor is responsible for manufacturing, procurement, import, export, transportation, supply, manipulation, unloading on and deposit on and to the Site of the Materials necessary for the Works, in due time and in line with the Project Schedule and the Scope of Work.</p> <p>9.5. All Component Parts and Materials not yet incorporated into the Works shall be stored in secure areas and spaces. The Contractor shall be responsible for the safekeeping, preservation, custody and maintenance of the Materials and any other Work completed and/or in progress.</p> <p>9.6. Materials shall be subject to inspections, evaluations, tests and samples in accordance with the requirements and procedures in the Section III Technical Requirements / Specifications of Scope of Work and the Contractor's Documentation.</p> <p>9.7. The Supervisor may refuse or reject the Materials if it finds Defects, including upon further examination, at any time up to the date of Acceptance on Completion of the Works. In such event, the Contractor shall remove the Materials from the Site and as soon as possible replace the Materials with others that meet the requirements of the Contract, at his own risk and expense, and without any extension of the Performance Period.</p>	<p>9.3. In plus, toate Materialele furnizate de Contractor vor fi insotite de toate documentele, certificarile de calitate sau conformitate, garantiile produselor, rezultatele probelor si testelor, buletinele de analiza, certificari ale produselor, manuale de instalare, recomandari/instructiuni de utilizare, intretinere si operare etc., in conformitate cu prevederile Contractului si ale Documentelor Companiei.</p> <p>9.4. Contractorul este responsabil de fabricatia, procurarea, importul, exportul, transportul, aprovizionarea, manipularea, descarcarea si depozitarea in Santier a Materialelelor necesare executiei Lucrarilor, in timp util si conform Graficului Proiectului si Caietului de Sarcini.</p> <p>9.5. Toate Partile Componente si Materialele care nu sunt inca incorporate in Lucrari vor fi depozitate in arii si spatii securizate. Contractorul va avea responsabilitatea pastrarii, conservarii, pazei si intretinerii Materialelelor si a oricarei alte Lucrari finalizate si/sau in curs de desfasurare.</p> <p>9.6. Materialele vor fi supuse inspectiilor, evaluarilor, testelor si probelor conform cerintelor si procedurilor din Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini si Documentatiei Contractorului.</p> <p>9.7. Supervizorul poate refuza sau respinge Materialele daca constata Defecte, inclusiv la o examinare ulterioara, oricând până la data Receptiei la Terminarea Lucrarilor. In acest caz, Contractorul va ridica din Santier si va inlocui cât mai curând posibil Materialele cu altele care indeplinesc cerintele din Contract, pe riscul si cheltuiala sa, si fara vreo extindere a Duratei de Executie.</p>
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<p>9.8 The Company has the right to perform or engage other specialized third parties to supply the compliant Materials if the Contractor refuses to replace the rejected Materials, all costs being deducted by the Company from the amounts payable to the Contractor.</p> <p>9.9. Failure to perform prior inspections, tests or checks by the Company, or even the Supervisor's acceptance of the Materials, does not remove or reduce the Contractor's responsibilities and liability under the Contract (including liability covered by the PVPP/product Warranty).</p> <p>9.10. The Company may suspend any payment of amounts due under the Certificates of Payment if the Contractor violates the requirements of this art. 9.</p>	<p>9.8 Compania are dreptul sa efectueze sau sa angajeze alti terti specializati, care sa furnizeze unele Materialele conforme, daca Contractorul refuza sa inlocuiasca Materialele respinse, toate costurile fiind deduse de Companie din sumele platibile Contractorului.</p> <p>9.9. Lipsa efectuării unor inspectii, teste sau verificari prealabile din partea Companiei, sau chiar acceptarea de catre Supervizor a Materialelor nu inlatura sau reduce responsabilitatile si raspunderea Contractorului in temeiul Contractului (inclusiv, raspunderea acoperita de Garantia CEF/produselor).</p> <p>9.10. Compania poate suspenda orice plata a sumelor datorate conform Certificatelor de Plata daca Contractorul incalca cerintele din acest art. 9.</p>
<p>10. ACCEPTANCE OF WORKS</p>	<p>10. RECEPTIA LUCRARILOR</p>
<p>10.1. Work Statements</p> <p>10.1.1. The progress and evolution of the Works and their delivery to the Company will be based on the Work Statements signed by the Contractor's Representative and approved by the Company's Representative by issuing Payment Certificates.</p> <p>10.1.2. With the delivery of the Work Statement, the Contractor shall also hand over to the Company all the suporting documents related to the Works performed (minutes, analysis/testing reports, metrological bulletins, etc.) and the incorporated Materials (invoices, product certificates, installation manuals, use, maintenance and operation recommendations/instructions and instructions, all required documents for the creation of the construction book according to the applicable</p>	<p>10.1. Situatii de Lucrari</p> <p>10.1.1. Progresul si evolutia Lucrarilor si predarea acestora catre Companie se va realiza in baza Situatiilor de Lucrari semnate de Reprezentantul Contractorului si aprobate de Reprezentantul Companiei prin emiterea Certificatelor de Plata.</p> <p>10.1.2. Odata cu predarea Situatiei de Lucrari, Contractorul va preda Companiei si toate documentele justificative referitoare la Lucrarile executate (procese verbale, rapoarte de analiza/testare, buletine metrologice etc.) si Materialele incorporate (facturi, certificari ale produselor, manuale de instalare, recomandari/instructiuni de utilizare, intretinere si operare, toate documentele necesare pentru</p>

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<p>legislation according to the presented works statement etc.).</p> <p>10.1.3. Any Defects in the Works executed and/or Materials incorporated in the Works, even if not pointed out by the Supervisor, shall be remedied by the Contractor, at its risk and expense, before the start date of the Acceptance on Completion of Works, in accordance with the requirements of Scope of Work and the Contract.</p> <p>10.1.4 Tests at the completion of the Works</p> <p>10.1.4.1. The works will not be received by the Company until the checks and tests are carried out upon completion of the Works provided for in the Contract (including those in the Scope of Work).</p> <p>10.1.4.2 To carry out tests and inspections, the Contractor:</p> <ul style="list-style-type: none">(i) will provide the Supervisor and the Company's Personnel (if applicable), on a temporary and free basis, with assistance, test samples or parts, machinery, equipment, tools, skilled labor, materials, graphics and production data customarily requested and /or according to the provisions of the specifications for inspection and testing mentioned in the Scope of Work, including protection equipment;(ii) will establish with the Supervisor the time and place of the tests and/or inspections;(iii) will ensure the access of the Supervisor and Company's Personnel (if applicable) to all places where inspections and tests are carried out.	<p>constituirea cartii constructiei conform legislatiei in vigoare aferente situatiei de lucrari prezentate, etc.).</p> <p>10.1.3. Orice Defecte ale Lucrarilor executate si/sau Materialelor incorporate in Lucrari, chiar nesemnalate de Supvizor, vor fi remediate de Contractor, pe riscul si cheltuiala sa, inainte de data de incepere a Receptiei la Terminarea Lucrarilor, in conformitate cu cerintele din Caietul de Sarcini si din Contract.</p> <p>10.1.4 Teste la terminarea Lucrarilor</p> <p>10.1.4.1. Lucrarile nu vor fi receptionate de Companie pana nu se efectueaza verificarile si testele la terminarea Lucrarilor prevazute in Contract (inclusiv cele din Caietul de Sarcini).</p> <p>10.1.4.2. Pentru efectuarea testelor si inspectiilor, Contractorul:</p> <ul style="list-style-type: none">(i) va asigura Supvizorului si Personalului Companiei (daca este cazul), temporar si gratuit, asistenta, mostre sau piese de testare, masini, utilaje, instrumente, mana de lucru calificata, materiale, grafice si date de productie solicitate in mod obisnuit si/sau potrivit prevederilor specificatiilor pentru inspectie si testare mentionate in Caietul de Sarcini, inclusiv echipamente de protectie;(ii) va stabili cu Supvizorul ora si locul testelor si/sau inspectiilor;(iii) va asigura accesul Supvizorului si Personalului Companiei (daca este cazul) in toate locurile de efectuare a inspectiilor si testelor.
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<p>10.1.4.3. Following inspection and testing, the Supervisor will notify the Contractor of the results of the tests upon their completion.</p> <p>10.1.4.4. If, following the tests and/or inspections carried out, it turns out that the Works, Materials and/or PVPP present Defects, the Contractor undertakes to remedy these defects according to this Contract.</p> <p>10.1.5 Progress Reports</p> <p>10.1.5.1. The progress and evolution of the Works and their delivery to the Company will be based on the Progress Reports prepared by the Contractor, and controlled and approved by the Supervisor and the Company.</p> <p>10.1.5.2. The Progress Reports will include percentage assessments of the degree of achievement of the activities and Works included in the Project Schedule and all the details required according to Section III Technical Requirements / Specifications of Scope of Work. If there are identified delayed activities, works, or deliveries compared with the Project Schedule causes of such delays will be identified and corrective actions will be proposed.</p> <p>10.1.5.3. Progress of the works will be weekly analysed in operative meetings attended by authorized representatives of the Company and of the Contractor. The Contractor is in charge with preparation of the Minutes of Meeting will be verified and approved by the Supervisor.</p>	<p>10.1.4.3. In urma verificarii si testarii, Supervizorul va notifica Contractorul cu privire la rezultatul testelor la terminarea acestora.</p> <p>10.1.4.4. In cazul in care in urma testarilor si/sau inspectiilor efectuate rezulta ca Lucrarile, Materialele si/sau CEF prezinta Defecte, Contractorul se obliga sa remedieze aceste defecte conform acestui Contract.</p> <p>10.1.5 Rapoarte de Progres</p> <p>10.1.5.1. Progresul si evolutia Lucrarilor se va realiza prin Rapoarte de Progres intocmite de catre Contractor si predate spre verificare si aprobare Supervizorului si Companiei.</p> <p>10.1.5.2. Rapoartele de Progres vor cuprinde evaluari procentuale a gradului de realizare ale activitatilor si Lucrarilor incluse in Graficul Proiectului si celelalte detalii solicitate prin Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini. In situatia in care se identifica, activitati, lucrari sau livrari intarziate fata de Graficul Proiectului se vor identifica cauzele si vor fi propuse actiuni corective.</p> <p>10.1.5.3. Progresul lucrarilor va fi analizat saptamanal in sedinte operative la care vor participa reprezentanti autorizati ai Companiei si ai Contractorului. Contractorul va intocmi Minutele de Sedinta care vor fi verificate si aprobate de Supervizor.</p>
<p>10.2. Acceptance on Completion of Works and Taking over on commissioning</p> <p>10.2.1. After the completion of the Works, within the period of validity of the PVPP construction</p>	<p>10.2. Receptia la Terminarea Lucrarilor si Receptia la Punerea in Functiune</p> <p>10.2.1. Dupa finalizarea Lucrarilor, in interiorul perioadei de valabilitate a Autorizatiei(lor) de construire a CEF,</p>

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<p>Authorization(s)/building permit, the Contractor, in accordance with the requirements and provisions of the Scope of Work, the Contractor's Offer and the Applicable Law, shall carry out inspections and tests, including all the tests referred to in the Scope of Work:</p> <ul style="list-style-type: none"> (i) mechanical testing to verify that the installation of the PVPP has been constructed according to the requirements of the technical specifications and that there are no major technical Defects and visual Defects; (ii) the final commissioning tests of the PVPP; (iii) continuous performance testing and Commissioning of the PVPP to verify the Guaranteed Performance Ratio. <p>10.2.2. The Contractor will prepare the program for testing and carrying out the Commissioning of the PVPP, which will also include the tests requested by the grid operator or those requested by the Authorities for the issuance of PVPP Authorization for setting up the power production capacity of PVPP and will submit it to the Supervisor's approval. The Company may propose changes to the test schedule.</p> <p>10.2.3. The Contractor will do all diligences to have completed the necessary documentation in due time, and to provide the Company with a time schedule for these activities.</p> <p>10.2.4. All inspection and testing activities in clause 10.2.1 shall be completed by minutes/test reports signed by the Company Representative and the Contractor (and, where applicable, the supplier of the Component Parts, Materials), as per the Section III Technical Requirements / Specifications of Scope of Work.</p>	<p>Contractorul, in conformitate cu cerintele si prevederile din Caietul de Sarcini, ale Ofertei Contractorului si Legii Aplicabile, va efectua inspectii si testari, inclusiv toate testele mentionate in Caietul de Sarcini:</p> <ul style="list-style-type: none"> (i) testarea mecanica pentru a verifica daca instalatia CEF a fost construita conform cerintelor specificatiilor tehnice si ca nu exista Defecte tehnice majore si Defecte vizuale; (ii) testarile finale de Punere in Functie a Partilor Componente a CEF; (iii) testarea de performanta continua si Punerea in Functie a CEF pentru verificarea nivelului Ratei de Performanta Garantate. <p>10.2.2. Contractorul va pregati programul de testare si de desfasurare a Punerii in Functie a CEF, in care va include si testele solicitate de operatorul de retea sau cele cerute de Autoritati pentru emiterea Autorizatiei de infiintare a capacitatii energetice a CEF si il va supune aprobarii Supervizorului. Compania poate propune modificari asupra programului de testare.</p> <p>10.2.3. Contractorul va depune toate diligentele pentru a finaliza in timp util documentatiile necesare si va transmite catre Companie un grafic de timp cu privire la aceste activitati.</p> <p>10.2.4. Toate activitatile de inspectie si testare de la clauza 10.2.1. vor fi finalizate prin procese verbale/ rapoarte de testare semnate de Rezentantul Companiei si Contractor (si, dupa caz de furnizorul Partilor Componente, Materialelor), conform Sectiunii III Cerinte/Specificatii tehnice din Caietul de Sarcini.</p>
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<p>10.2.5. Any malfunctions, errors or Defects of the Component Parts and/or the Photovoltaic Plant found following the tests and mentioned in the test reports/minutes will be listed by the Supervisor in a list of Defects to be fixed ("Punch List").</p> <p>10.2.6..</p> <p>(1) The Contractor shall remedy the Defects in the Punch List prior to completion of the Taking Over on Mechanical Completion and, respectively of the Taking Over on Commissioning at its own risk and expense and without extending the Execution Period, all those Defects from the Punch List without which the Reception at the Completion of the Works, respectively the Reception at the Commissioning could not be carried out under the conditions of the Applicable Law.</p> <p>(2) Specifically, the Taking Over on Mechanical Completion, respectively the Taking Over on Commissioning can be carried out if the Contractor has remedied the following Defects from the Punch List (and even if there are still some minor remedies to be implemented after these takings over):</p> <ul style="list-style-type: none">(i) any shortages or unfinished Works that affect the operational safety of the Works from the point of view of the essential requirements;(ii) any shortages or unfinished Works that affect the operational safety of the machine, equipment and technological installation or the foreseen production capacity of PVPP;(iii) any Works Defects the rectification of which takes time and which, if not done, would considerably diminish the usefulness of the Works;	<p>10.2.5. Orice defectiuni, erori sau Defecte ale Partilor Componente si/sau ale Centralei Fotovoltaice constatate in urma testarilor si mentionate in procesele verbale de testare vor fi listate de Supravizor intr-o lista de Defecte de remediat („Lista de remediere”).</p> <p>10.2.6.</p> <p>(1) Contractorul va remedia Defectele din Lista de remediere inainte de finalizarea Receptiei la Terminarea Lucrarilor respectiv a Receptiei la Punerea in Functiune, pe riscul si cheltuiala sa si fara a extinde Durata de Executie, toate acele Defecte din Listele de remediere fara de care Receptia la Terminarea Lucrarilor, respectiv Receptia la Punerea in Functiunea nu ar putea fi efectuata in conditiile Legii Aplicable.</p> <p>(2) In mod specific, Receptia la Terminarea Lucrarilor, respectiv Receptia la Punerea in Functiune se va putea efectua daca Contractorul a remediat urmatoarele Defecte din Lista de remediere (si chiar daca mai raman unele remedii minore de implementat dupa aceste receptii):</p> <ul style="list-style-type: none">(i) orice lipsuri sau Lucrari neterminate care afecteaza siguranta in exploatare a Lucrarilor din punct de vedere al exigentelor esentiale;(ii) orice lipsuri sau Lucrari neterminate care afecteaza siguranta in exploatare a utilajului, echipamentului si a instalatiei tehnologice sau capacitatea de productie prevazuta a CEF;(iii) orice Defecte pe care le prezinta Lucrarile a caror remediere este de durata si care, daca nu ar fi facuta, ar diminua considerabil utilitatea Lucrarilor;(iv) orice Lucrari cu privire la care exista dubii asupra calitatii cu care au fost executate si este
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<p>(iv) any Works of which quality is questionable and in respect of which several analysis and tests are required to remedy them;</p> <p>(v) any Works that were executed in breach of the requirements established by the Authorities.</p> <p>(3) Provided that all critical Defects from the Punch List mentioned under this art. 10.2.6, par. (2) have been remedied, the Parties can carry out the Taking Over on Mechanical Completion, respectively the Taking Over on Commissioning even if the Works have some minor Defects. In this case, the Parties will mention in the Taking Over on Mechanical Completion Protocol, respectively the Taking Over on Commissioning Protocol: (i) the remedies that the Contractor must implement with respect to the Works, Materials and/or PVPP, and (ii) the specific implementation deadlines of these remedies</p> <p>10.2.7. After the completion of inspections and tests in accordance with art. 10.2.1 and the rectification of Defects in accordance with art. 10.2.5, the Contractor shall notify the Company and the Supervisor in writing that it is ready to perform the Acceptance on Completion / Taking over on commissioning of the PVPP Works and indicate the date and place of the commission meeting of acceptance.</p> <p>10.2.8. The Parties will carry out the procedure of Acceptance on Completion of Works and Taking over on commissioning of the PVPP Works in strict accordance with the requirements of the Applicable Law.</p> <p>10.2.9. The Parties invite to the Acceptance at the Completion of Works and Taking over on commissioning all the Participants (Townhall, other Authorities, etc) that must be present for acceptance</p>	<p>nevoie de incercari si testari de orice fel pentru a le remedia;</p> <p>(v) orice Lucrari care au fost executate cu nerespectarea conditiilor cerute de catre Autoritati.</p> <p>(3) Sub rezerva ca toate Defectele critice din lista de remediere mentionate in acest art. 10.2.6, par. (2) au fost remediate, Partile pot efectua Receptia la Terminarea Lucrarilor, respectiv Receptia la Punerea in Functiune si daca raman unele Defecte minore. In acest caz, Partile vor mentiona in Procesul Verbal de Receptie la Terminarea Lucrarilor, respectiv in Procesul Verbal la Punerea in Functiune: (i) remediile care trebuie efectuate de Contractor cu privire la Lucrari, Materiale si/sau CEF, si (ii) termenele specifice de implementare a acestor remedii.</p> <p>10.2.7. Dupa finalizarea inspectiilor si testarilor conform art. 10.2.1 si remedierii Defectelor conform art. 10.2.5, Contractorul va notifica in scris Compania si Supravizorul ca este pregatit pentru efectuarea Receptiei la Terminarea Lucrarilor / Receptiei la Punerea in Functiune a CEF, si va indica data si locul de intrunire a comisiei de receptie.</p> <p>10.2.8. Partile vor derula procedura de Receptie la Terminarea Lucrarilor si de Receptie la Punerea in Functiune a CEF in stricta conformitate cu cerintele Legii Apliceabile.</p> <p>10.2.9. Partile invita la Receptia la Terminarea Lucrarilor si la Receptia la Punerea in Functiune toti participantii (Primaria, alte Autoritati, etc) care trebuie sa fie prezente la receptie potrivit Legii Apliceabile si Documentatiei Tehnice.</p>
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<p>as per the Applicable Law and the Technical Documentation.</p> <p>10.2.10. Contractor shall make available to the acceptance committee all the necessary documents according to the Applicable Law for the conduct and successful completion of the Acceptance on Completion of Works and Taking over on commissioning.</p> <p>10.2.11 The Works will not be considered completed for the purpose of the Taking Over on Mechanical Completion according to this article before the Contractor provides the Supervisor with all documents necessary for the preparation of technical book of the PVPP according to the requirements of the Applicable Law.</p> <p>10.2.12. The Parties will be able to carry out the Acceptance on Completion of Works and Taking over on commissioning only if the following conditions are cumulatively met:</p> <ul style="list-style-type: none"> (i) The Works have been completed in accordance with the provisions of the Contract; (ii) The Contractor has fulfilled all its obligations set out in the Contract, and has cleared and cleared the Site of any waste, Equipment and temporary works, and of the Contractor's Personnel, which is/are no longer necessary to fulfil the scope hereof; (iii) All Component Parts and Materials have been incorporated into the Works and evidenced in the Site diary/register and Works execution documentation; (iv) The Contractor handed over to the Company all the documents necessary for the preparation of the technical book of PVPP; 	<p>10.2.10. Contractorul va pune la dispozitia comisiei de receptie toate documentele necesare conform Legii Aplicabile pentru derularea si finalizarea cu succes a Receptiei la Terminarea Lucrarilor si Receptiei la Punerea in Functiune.</p> <p>10.2.11 Lucrarile nu vor fi considerate ca terminate in scopul Receptiei la Terminarea Lucrarilor conform acestui articol inainte ca Contractorul sa transmita Supvizorului toate documentele necesare intocmirii cartii tehnice a CEF, in conformitate cu cerintele Legii Aplicabile.</p> <p>10.2.12. Partile vor putea efectua Receptia la Terminarea Lucrarilor si Receptia la Punere in Functiune doar daca sunt indeplinite in mod cumulativ urmatoarele conditii:</p> <ul style="list-style-type: none"> (i) Lucrarile au fost terminate in conformitate cu prevederile Contractului; (ii) Contractorul si-a indeplinit toate obligatiile prevazute in Contract, si a curatat si eliberat Santierul de orice deseuri, Echipamente si lucrari temporare, si de Personalul Contractorului, care nu mai este/sunt necesare pentru indeplinirea obiectului Contractului; (iii) Toate Partile Componente si Materialele au fost incorporate in Lucrari si evidentiata in jurnalul de santier si documentatia de executie a Lucrarilor;
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<p>(v) The Contractor has handed over to the Company all the documents (installation manuals, use, maintenance and operation recommendations/instructions, tests and test reports, metrological bulletins, product certificates, etc.) related to the Component Parts and Materials, and any other information and documents necessary to obtain the PVPP operating Authorizations;</p>	<p>(iv) Contractorul a predat Companiei toate documentele necesare întocmirii cartii tehnice a CEF;</p>
<p>(vi) Contractor has submitted a written statement certifying that it has paid the fees/costurile of the Subcontractors in accordance with the provisions of the relevant subcontracting agreements;</p>	<p>(v) Contractorul a predat Companiei toate documentele (manuale de instalare, recomandari/instructiuni de utilizare, intretinere si operare, teste si rapoartele de incercari, buletine metrologice, certificari ale produselor etc) aferente Partilor Componente si Materialelor, si orice alte informatii si documente necesare pentru obtinerea Autorizatiilor de exploatare a CEF;</p>
<p>(vii) Tests at the completion of the Works, final commissioning tests, other performance tests and Commissioning of the Component Parts have/have been duly completed in accordance with the requirements of the Scope of Work, Technical Documentation and Applicable Law;</p>	<p>(vi) Contractorul a prezentat declaratia scrisa prin care certifica faptul ca a platit tarifele/costurile Subcontractorilor in conformitate cu prevederile contractelor de subcontractare relevante;</p>
<p>(viii) Defects, errors in the Remedy List (referred to in art. 10.2.5), if any, have been fully remedied;</p>	<p>(vii) Testele la finalizarea Lucrarilor, testarile finale de punere in functiune, alte teste de performanta si Punerea in Functiune completa a Partilor Componente a/au fost finalizate in mod corespunzator, conform cerintelor din Caietul de Sarcini, Documentatiei Tehnice si Legii Aplicabile;</p>
<p>(ix) All Authorizations necessary for the Commissioning of the PVPP have been obtained by the Contractor in accordance with the provisions of the Applicable Law;</p>	<p>(viii) Defectele, erorile din Lista de remediere (mentionata la art. 10.2.5), daca este cazul, au fost remediate complet;</p>
<p>(x) the continuous performance test and Commissioning of the PVPP have been successfully completed in accordance with the requirements of the Contract and the Guaranteed Performance Rate has been reached;</p>	<p>(ix) Toate Autorizatiile necesare Punerii in Functiune a CEF au fost obtinute de Contractor conform prevederilor Legii Aplicabile;</p>
<p>(xi) The scheduled training courses for the Company's Personnel were carried out properly and fully according to the training program in the Section III Technical</p>	<p>(x) Testul de performanta continua si Punerea in Functiune a CEF au fost finalizate cu succes in mod corespunzator, conform cerintelor din</p>

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<p>Requirements / Specifications of Scope of Work;</p> <p>(xii) The Contractor has delivered to the Company the entire Stock of spare parts provided for in Section III Technical Requirements/Specifications of Scope of Work and its Annexes;</p> <p>(xiii) The Contractor shall be obliged to provide the Beneficiary a detailed list of the fixed assets that will be commissioned within the Photovoltaic Power Plant. The list shall include, for each fixed asset, at a minimum, the name, quantity and corresponding value, broken down from the total project value. The document shall be submitted together with the reception acceptance documentation and shall serve as the basis for the accounting and patrimonial records of the Beneficiary.</p>	<p>Contract, si Rata de Performanta Garantata a fost atinsa;</p> <p>(xi) Cursurile programate de instruire a Personalului Companiei au fost efectuate in mod corespunzator si deplin conform programului de instruire din Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini;</p> <p>(xii) Contractorul a livrat Companiei intregul Stoc de piese de schimb de rezerva prevazut in Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini si Anexele acesteia;</p> <p>(xiii) Contractorul are obligatia de a furniza Beneficiarului o lista detaliata a mijloacelor fixe ce vor fi puse in functiune in cadrul Centralei electrice fotovoltaice (CEF). Lista va cuprinde pentru fiecare mijloc fix cel puțin denumirea, cantitatea, precum si valoarea aferenta, defalcata din valoarea totala a proiectului. Documentul va fi prezentat odata cu documentatia de receptie la punerea in functiune si va constitui baza pentru inregistrarea mijloacelor fixe in evidenta contabila si patrimoniala a Beneficiarului.</p>
<p>10.3. Taking Over after Performing Testing</p> <p>10.3.1 The Taking Over after Performance Testing will be planned by party agreement and organized after the Taking Over on Commissioning of the PVPP and the issuance of the Commissioning Protocol.</p> <p>10.3.2. The taking over process shall be performed according to Section III Technical Requirements / Specifications of Scope of Work and its Annexes, required to verify if the Performance Rate level which is guaranteed by the Contractor at this stage of the project is achieved.</p>	<p>10.3. Receptia dupa Testarea Performantei</p> <p>10.3.1 Receptia dupa Testarea Performantei va fi programata prin acordul Partilor si organizata dupa Receptia la Punerea in Functiune a CEF si emiterea Procesului Verbal de Receptie la Punerea in Functiune.</p> <p>10.3.2. Procesul de receptie se va realiza conform Sectiunii III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia, pentru a se verifica daca nivelul Ratei de Performanta, care este garantata de catre Contractor la acest stadiu al proiectului, este atins.</p>

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<p>10.3.3. The Performance Rate is calculated, and the testing takes place in the conditions provided in Section III Technical Requirements / Specifications of the Scope of Work, (including with regard to the required PVPP availability).</p> <p>10.3.4. The Performance Test is successfully passed if the resulting Performance Rate is equal to, or higher than the Guaranteed Performance Rate. In such case, the Company will approve the Taking Over after Performance Testing and issue a signed Provisional Acceptance Certificate to the Contractor.</p> <p>10.3.5 . If, following the continuous performance test and the Commissioning of the PVPP, the Guaranteed Performance Rate is not reached, this test will be considered not accepted and a report will be drawn up that will record all the Defects, errors and non-conformities found during the first test of performance.</p> <p>10.3.6 Within a maximum of [5 Days] of the first performance test, the Parties will agree to perform a new performance test at a later date, which shall not be later than [10 Days] from the date of the first performance test, or later than Completion Date. By the date of the second performance test, the Contractor shall remedy all Defects recorded in the report of non-acceptance under art. 10.3.5.</p> <p>10.3.7 If the Parties do not reach an agreement on the test results, or if the Supervisor rejects the results of the performance test, the Parties will appoint a neutral authorized institute/expert specialized in such measurements, which will carry out its own measurements for the performance tests under supervision to both Parties, measurements that will constitute the final results of the performance tests and that will be unconditionally accepted by each Party.</p>	<p>10.3.3. Rata de Performanta este calculata, iar testarea are loc in conditiile prevazute in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia, (inclusiv in ce priveste disponibilitatea necesara a CEF).</p> <p>10.3.4. Testul de Performanta se considera trecut cu succes daca Rata de Performanta rezultata este egala cu, sau mai mare decat Rata de Performanta garantata de catre Contractor. Intr-un astfel de caz, Compania va aproba Receptia dupa Testarea Performantei si va semna Procesul Verbal de Receptie dupa Testarea Performantei.</p> <p>10.3.5 Daca in urma testului de performanta continua si a Punerii in Functiune a CEF, Rata de Performanta Garantata nu este atinsa, aceasta testare va fi considerata neacceptata si se va intocmi un proces verbal care va consemna toate Defectele, erorile si neconformitatile constatate la primul test de performanta.</p> <p>10.3.6 In maximum [5 Zile] de la primul test de performanta, Partile vor conveni efectuarea unui nou test de performanta la o data ulterioara, care nu va depasi [10 Zile] de la data primei testari de performanta si nici Data Finalizarii. Pana la data celui de-al doilea test de performanta Contractorul va remedia toate Defectele consemnate in procesul verbal de neacceptanta de la art. 10.3.5.</p> <p>10.3.7 Daca Partile nu ajung la un acord asupra rezultatelor testului, sau daca Supervisorul respinge rezultatele testului de performanta, Partile vor desemna un institut/expert autorizat neutru specializat in astfel de masuratori, care va efectua propriile masuratori pentru testele de performanta sub supravegherea ambelor Parti, masuratori care vor constitui rezultatele finale ale testelor de performanta si care vor fi acceptate neconditionat de catre fiecare Parte.</p>
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<p>10.3.8 If the Guaranteed Performance Rate is not reached even in the second test, the Company will have the right to:</p> <ul style="list-style-type: none"> (i) to refuse the signing of the Acceptance on Completion of Works minutes; (ii) to impose on the Contractor delay penalties of [0.06%] of the Contract Price per Day of delay, until all Defects are remedied (including the replacement of some Components of the Photovoltaic Plant) in order to achieve the Guaranteed Performance Rate, or (iii) procure from a third party the Materials and services necessary to remedy the relevant Defects to achieve the Guaranteed Performance Rate, and deduct such additional costs (including costs incurred by these delays) from the Contract Price, or to request them for payment to the Contractor, or (iv) terminate the Contract, take over the Photovoltaic Power Plant in the state in which it is at the date of termination, and claim compensation from the Contractor for any direct costs incurred by the Company. <p>10.3.9 In the situations set out at art. 10.3.8, the Company will not be obliged to make any payment until after the Guaranteed Performance Rate has been reached and the Acceptance on Completion of Works minutes is signed. After Acceptance on Completion of the Works, the Company shall recover from the Contractor any costs incurred by the Contractor (including project delay costs), and, where applicable, shall pay the Contractor any remaining balance.</p> <p>13.10 For the avoidance of any doubt, the Acceptance at the Completion of Works will also include the</p>	<p>10.3.8 Daca Rata de Performanta Garantata nu este atinsa nici la cea de a doua testare, Compania va avea dreptul:</p> <ul style="list-style-type: none"> (i) sa refuze semnarea procesului-verbal de Receptie la Terminarea Lucrarilor; (ii) sa impuna Contractorului penalitati de întârziere de [0,06%] din Pretul Contractului per Zi de întârziere, pâna la remedierea tuturor Defectelor (inclusiv, inlocuirea unor Parti Componente ale Centralei Fotovoltaice) necesare pentru atingerea Ratei de Performanta Garantate, sau (iii) sa procure de la un tert Materialele si serviciile necesare pentru remedierea Defectelor relevante pentru atingerea Ratei de Performanta Garantate, si sa deduca aceste costuri suplimentare (inclusiv, costurile angajate de aceste întârzieri) din Pretul Contractului, sau sa le pretinda Contractorului, sau (iv) sa rezilieze Contractul, sa preia Centrala Electrica Fotovoltaica in stadiul in care se afla la data rezilierii, si sa pretinda Contractorului despagubiri pentru orice costuri directe angajate de Companie. <p>10.3.9 In situatiile prevazute la art. 10.3.8, Compania nu va fi obligata sa efectueze nicio plata pâna la atingerea Ratei de Performanta Garantate si semnarea procesului verbal de Receptie la Terminarea Lucrarilor. Dupa Receptia la Terminarea Lucrarilor, Compania va recupera de la Contractor orice costuri angajate de acesta (inclusiv costurile de întârziere a proiectului), sau, dupa caz, va plati Contractorului orice sold ramas.</p> <p>10.3.10 Pentru evitarea oricaror dubii, Receptia la Terminarea Lucrarilor va include si receptia la</p>
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<p>acceptance at the commissioning of the Works for connection to the Company's power usage installation, as per the Section III Technical Requirements / Specifications of Scope of Work (design, supply, installation, testing and commissioning of all necessary electrical equipment, from the photovoltaic installation to the Company's power usage installation, etc.), as part of the acceptance procedure of the Photovoltaic Power Plant. The provisions of clauses 10.2 and 10.3 shall also apply accordingly to the acceptance of these Works.</p>	<p>terminarea si punerea in functiune a Lucrarilor de racordare la instalatia de utilizare a Companiei, astfel cum acestea sunt prevazute in Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini (proiectarea, furnizarea, instalarea, testarea si punerea in functiune a tuturor echipamentelor electrice necesare, de la instalatia fotovoltaica la instalatia de utilizare a Companiei etc), ca parte a receptiei Centralei Electrice Fotovoltaice. Prevederile clauzelor 10.2 si 10.3 se aplica in mod corespunzator si pentru receptia acestor Lucrari.</p>
<p>10.4. Final Acceptance</p> <p>10.4.1. The Final Acceptance shall be carried out by the Parties after analysing the results of the PVPP performance tests recorded for each year of the PVPP Warranty, and after the final performance and acceptance test, carried out according to the requirements and procedures in the Scope of Work.</p> <p>10.4.2. The annual performance tests and the final performance and acceptance test of the Photovoltaic Power Plant will confirm the achievement and maintenance of the Guaranteed Performance Rate as required as per the Scope of Work, in relation to the meteorological and production data recorded by the Photovoltaic Power Plant for the continuous period of 2 (two) years starting from the date of signing the report of Acceptance on Completion of Works.</p> <p>10.4.3. Annual performance test data evaluation and final performance and acceptance test shall be performed in 12 months, respectively in 24 months form the issuing of the provisional acceptance certificate, and within [10 Days] after the expiration of the PVPP Warranty Period.</p>	<p>10.4. Receptia Finala</p> <p>10.4.1. Receptia Finala se va realiza de Parti dupa analiza rezultatelor testelor de performanta a CEF inregistrate pentru fiecare an de Garantie CEF, si dupa efectuarea testului final de performanta si acceptanta, efectuate conform cerintelor si procedurilor din Caietul de Sarcini.</p> <p>10.4.2. Testele anuale de performanta si testul final de performanta si acceptanta a Centralei Fotovoltaice vor confirma realizarea si mentinerea Ratei de Performanta Garantata conform cerintelor din Caietul de Sarcini, in raport cu datele meteorologice si de productie inregistrate de Centrala Electrica Fotovoltaica pentru perioada continua de 2 (doi) ani incepând de la data semnarii procesului verbal de Receptie la Terminarea Lucrarilor.</p> <p>10.4.3. Evaluarea datelor testelor de performanta anuala si testul final de performanta si acceptanta se va efectua la 12 luni, respectiv 24 de luni de la eliberarea certificatului provizoriu de acceptare, dar si in termen de [10 Zile] dupa expirarea Perioadei de Garantie CEF.</p>

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<p>10.4.4. If the result of the final performance and acceptance test indicates the achievement of the Guaranteed Performance Rate, the Supervisor will draw up and the Parties will sign the Final Acceptance report, according to the template provided in Appendix no. 10 to the Contract. Within [10 Days] from the date of signing the Final Acceptance minutes and the approval of the Final Payment Certificate, the Company will return the Performance Guarantee to the Contractor.</p> <p>10.4.5. If the Guaranteed Performance Rate is not reached at the final performance and acceptance test, the Company will be able to refuse the Final Acceptance and: (i) request the Contractor to retest the performance of the Photovoltaic Power Plant within a maximum period of [10 Days] from the first rejection of the Final Acceptance, and subsequently, (ii) to apply, in addition to other remedies provided in the Contract and the Applicable Law, any of the measures referred to at art. 10.3.8, as well as the damages at art. 17.4</p> <p>10.4.6 Compañia will also be entitled to refuse to initiate the Final Taking Over of the PVPP if the training courses of the Beneficiary's Personnel are not carried out properly and fully, according to the training program prepared in compliance with the Scope of Work.</p>	<p>10.4.4. Dacă rezultatul testului final de performanță și acceptanță indică atingerea Ratei de Performanță Garantată, Supervisorul va întocmi și Partile vor semna procesul verbal de Recepție Finală, conform modelului din Anexa nr. 10 la Contract. În termen de [10 Zile] de la data semnării procesului verbal de Recepție Finală și aprobarea Certificatului Final de Plată, Compañia va restitui Contractorului Garanția de Bună Execuție.</p> <p>10.4.5. În cazul în care Rata de Performanță Garantată nu este atinsă la testul final de performanță și acceptanță, Compañia va putea să refuze Recepția Finală și: (i) să îi solicite Contractorului retestarea performanței CEF în termen de maxim [10 Zile] de la prima respingere a Recepției Finale, iar ulterior, (ii) să aplice, pe lângă alte remedii prevăzute în Contract și Legea Aplicabilă, oricare din măsurile menționate la art. 10.3.8, cât și cele stabilite la art. 17.4</p> <p>10.4.6 Compañia va putea refuza organizarea procedurii de Recepție Finală a CEF și în cazul în care cursurile de instruire a Personalului Beneficiarului nu au fost efectuate în mod corespunzător și deplin, conform programului de instruire pregătit cu respectarea Caietului de Sarcini.</p>
<p>10.5 Reception of construction works</p> <p>10.5.1. The construction works are received in accordance with the Applicable Law.</p> <p>10.5.2. The reception of constructions of any category and class of importance is carried out by the investor/owner both for new constructions and in the case of interventions in existing constructions, for</p>	<p>10.5. Recepția Lucrarilor de Constructii</p> <p>10.5.1. Lucrările de construcții se recepționează în conformitate cu Legea Aplicabilă.</p> <p>10.5.2. Recepția construcțiilor de orice categorie și clasă de importanță se efectuează de către investitor/proprietar atât pentru construcții noi, cât și în cazul intervențiilor la construcții existente, pentru care</p>

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<p>which building permits are issued, under the law, and is carried out in two stages:</p> <ul style="list-style-type: none"> - reception at the end of the works; - final reception, upon expiration of the warranty period. 	<p>se emit, în condițiile legii, autorizații de construire, și se realizează în două etape:</p> <ul style="list-style-type: none"> - recepția la terminarea lucrărilor; - recepția finală, la expirarea perioadei de garanție.
<p>11. RISK OF WORKS AND MATERIALS. TRANSFER OF TITLE</p>	<p>11. RISCUL LUCRARILOR SI MATERIALELOR. TRANSFERUL DREPTULUI DE PROPRIETATE</p>
<p>11.1. As of the date of handover of the Site and until the date of signing of the Acceptance on Completion of Works Minutes, but not earlier than the date of the effective date of the takeover of the Works/Site by the Company, the Contractor shall bear, both for itself and for Contractor's Personnel and Subcontractors, all risks associated with the Works and Materials (destruction, loss, theft, damage, etc.), even if the property on them are transferred to the Company earlier.</p> <p>11.2. Each part of the Works and/or Materials shall become the property of the Company on the earlier of the following dates:</p> <ul style="list-style-type: none"> (i) the date on which the relevant payment (as set out in the Payment Schedule) for a particular part of the Works and Materials described in the Payment Certificate is made in accordance with this Contract, or (ii) where the Contract is terminated for any reason, the date on which the sums owing to the Contractor are paid in accordance with art. 20.3 si 20.4. <p>11.3. Upon the transfer of ownership of the Works and/or Materials, the Contractor automatically transfers to the Company all the related guarantees, benefits and accessories (manufacturers' guarantees regarding products/service and maintenance, etc.).</p>	<p>11.1. Incepand cu data predarii Santierului si pana la data semnarii Procesului-verbal de Receptie la Terminarea Lucrarilor, dar nu mai devreme de data preluarii efective a Lucrarilor/Santierului de catre Companie, Contractorul va suporta, atât personal cat si pentru Personalul Contractorului si Subcontractorii sai, toate riscurile asociate Lucrarilor si Materialelor (distrugere, pierdere, furt, deteriorare etc.), chiar daca proprietatea asupra acestora se transfera la Companie mai devreme.</p> <p>11.2. Fiecare parte din Lucrari si/sau Materiale va deveni proprietatea Companiei de la oricare dintre urmatoarele momente, oricare intervine mai devreme:</p> <ul style="list-style-type: none"> (i) data la care plata relevanta (astfel cum este stabilita in Graficul de Plati) pentru o anumita parte din Lucrarile si Materialele descrise in Certificatul de Plata este efectuata in conformitate cu prezentul Contract, sau (ii) in cazul in care prezentul Contract este reziliat din orice motiv, data la care se platesc sumele datorate Contractorului in conformitate cu art. 20.3 si 20.4. <p>11.3. Odata cu transferul dreptului de proprietate asupra Lucrarilor si/sau Materialelor, Contractorul transfera Companiei, in mod automat, si toate garantiile, beneficiile si accesoriile aferente acestora (garantiile producatorilor privind produsele/ service-ul si</p>

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<p>The Contractor shall ensure and procure that all warranties provided by its Subcontractors in respect of the Materials and related services are transferred to the Company in accordance with this clause.</p>	<p>mentenanta etc.). Contractorul se va asigura si va procura ca toate garantiile oferite de Subcontractorii sai cu privire la Materiale si serviciile aferente sa fie transferate Companiei, in conditiile acestei clauze.</p>
<p>12. MAINTENANCE SERVICES</p>	<p>12. SERVICII DE MENTENANTA</p>
<p>12.1. Scope of Services</p> <p>12.1.1. In order to ensure the initial support and the transfer of experience and know-how on the operation of CEF from the Contractor to the Company, in order to operate the Photovoltaic Plant at the Guaranteed Performance Rate, the Contractor will provide the Services under the conditions detailed in this section</p> <p>12. All of these services will be performed based on a Maintenance program/plan which will be subject to validation and approval by the Company. The program/plan will be considered final only after Company's acceptance</p> <p>12.1.2. The Services that the Contractor will provide under the Contract are detailed in Appendix 1 to the Contract, and include:</p> <ul style="list-style-type: none"> i. management services of the PVPP in accordance with the Applicable Law and technical parameters of the PVPP; ii. preventive maintenance services and activities, such as: PVPP monitoring services (including remote monitoring); visits and inspections of PVPP Component Parts, facilities and equipment; support for the purchase of spare parts; maintenance of communication systems (SCADA, etc.) and the meteorological station; security system maintenance etc.; 	<p>12.1. Obiectul Serviciilor</p> <p>12.1.1. Pentru asigurarea suportului initial si a transferului experientei si know-how-ului de operare a CEF de la Contractor la Companie, in vederea operarii Centralei Fotovoltaice la Rata de Performanta Garantata, Contractorul va asigura prestarea Serviciilor in conditiile detaliate in aceasta sectiune 12. Toate aceste servicii vor fi prestate in baza unui program/plan de Mentenanta care va fi supus validarii si aprobarii de catre Companie. Programul/planul va fi considerat final doar dupa aprobarea de catre Companie.</p> <p>12.1.2. Serviciile pe care Contractorul le va furniza conform Contractului sunt detaliate in Anexa 1 la Contract, si includ:</p> <ul style="list-style-type: none"> i. servicii de administrare a CEF conform Legii Aplicable si parametrilor tehnologici ai CEF; ii. servicii si activitati de mentenanta preventiva, cum ar fi: servicii de monitorizare a CEF (inclusiv, monitorizare la distanta); vizite si inspectii ale Partilor Componente, instalatiilor si echipamentelor CEF; suportul la achizitia pieselor de schimb; mentenanta sistemelor de comunicatie (SCADA etc.) si a statiei meteorologice; mentenanta a sistemului de securitate etc. iii. servicii si activitati de mentenanta corectiva, cum ar fi: servicii si activitati de

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<p>iii. corrective maintenance services and activities, such as: services and activities for the correction/remediation of incidents, interruptions in operation, malfunctions (e.g. restarting PVPP, in case of total or partial interruptions, restarting the communication system, security system, etc.), which may affect the operation of PVPP at the corresponding technical parameters and according to the Guaranteed Performance Rate;</p> <p>iv. training services for the Company's Personnel (including, with the support of some representatives of the manufacturers of the Component Parts) regarding the operating activities of the PVPP: through training programs (theoretical and practical training), the provision of manuals and training materials for the preparation appropriateness of the Company's Personnel etc.</p> <p>12.1.3. For the avoidance of doubt, the maintenance of the Photovoltaic Power Plant remains the responsibility of the Contractor, with all associated risks and responsibilities. Nevertheless, during the entire duration of the Services, the Company: (i) will hold and maintain valid all Authorizations, insurances, Company Personnel, spare parts and equipment necessary for the operation of the Photovoltaic Power Plant; (iii) will ensure the management of activities, operations and documents regarding PVPP's electricity production activity (including reports to the Authorities); (iii) will ensure the purchase of spare parts (which are not available if the Stock of spare parts) necessary to ensure the operation of PVPP etc.</p>	<p>corectie/remediere a unor incidente, intreruperi in functionare, functionare defectuoasa (e.g. restartarea CEF, in cazul intreruperilor totale sau partiale, restartarea sistemului comunicatii, a sistemului de securitate etc.), care pot afecta operarea CEF la parametrii tehnic corespunzatori si conform Ratei de Performanta Garantata;</p> <p>iv. servicii de instruire a Personalului Companiei (inclusiv, cu suportul unor reprezentanti ai producatorilor Partilor Componente) cu privire la activitatile de operare a CEF: prin programe de instruire (instruire teoretica si practica), furnizarea de manuale si materiale de instruire pentru pregatirea adecvata a Personalului Companiei etc.</p> <p>12.1.3. Pentru evitarea oricaror dubii, mentenanta Centralei Fotovoltaice ramane in sarcina Contractorului, cu toate riscurile si responsabilitatile asociate. Cu toate acestea, pe intreaga durata a Serviciilor, Compania: (i) va detine si mentine valabile toate Autorizatiile, asigurarile, Personalul Companiei, Stocul de piese de schimb si echipamentele necesare pentru operarea Centralei Electrice Fotovoltaice; (ii) va decide managementul activitatilor, operatiunilor si documentelor privind activitatea de productie de energie electrica a CEF (inclusiv, raportarile catre Autoritati); (iii) va decide achizitia si plata unor piese de schimb (care nu sunt disponibile in Stocul pieselor de schimb) necesare pentru asigurarea operarii CEF etc.</p>
<p>12.2. Services Price and payment terms</p> <p>12.2.1. The price of the Services is firm and is included in the Contract Price, is broken down and will</p>	<p>12.2. Pretul Serviciilor si conditiile de plata</p> <p>12.2.1. Pretul Serviciilor este ferm si este inclus in Pretul Contractului si este defalcat si va fi achitat</p>

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<p>be paid according to the payment terms mentioned in Appendix 3 [Payment Schedule] to the Contract.</p>	<p>conform termenelor de plata mentionate in Anexa 3 [Graficul de plati] la Contract.</p>
<p>12.3. Duration of the Services</p> <p>The Contractor shall provide the Services for a period of [24 months] from the Services Commencement Date communicated by the Company to the Contractor.</p>	<p>12.3. Durata Serviciilor</p> <p>Contractorul va furniza Serviciile pentru o perioada de [24 luni] de la Data de Incepere a Serviciilor comunicata de Companie Contractorului.</p>
<p>12.4. Specific obligations of the Contractor</p> <p>12.4.1. The Contractor shall provide the Services in accordance with the requirements of the Contract, industry Standards and good maintenance practices, and Applicable Law.</p> <p>12.4.2. The Contractor shall provide all necessary resources (including but not limited to Contractor Personnel, Contractor's Equipment, etc.) for the complete and timely provision of the Services to the highest Quality Standards.</p> <p>12.4.3. Contractor will be solely responsible for the full and timely payment of the Contractor's Personnel, Subcontractors and its suppliers.</p> <p>12.4.4. The work procedure and schedule for the provision of the Services are described in Section III Technical Requirements / Specifications of the Scope of Work and its Annexes, including regarding response/service provision time for each category of Services.</p> <p>12.4.5. Contractor shall provide the Services in compliance with the HSSE procedures and requirements and the quality requirements described</p>	<p>12.4. Obligatiile specifice ale Contractorului</p> <p>12.4.1. Contractorul va presta Serviciile conform cerintelor din Contract, Standardelor si bunelor practici de mentenanta din industrie, si Legii Aplicable.</p> <p>12.4.2. Contractorul va asigura toate resursele necesare (inclusiv, dar fara a se limita la Personalul Contractorului, Echipamentele Contractorului etc.) pentru prestarea completa si la timp a Serviciilor, la cele mai inalte Standarde de calitate.</p> <p>12.4.3. Contractorul va fi singurul responsabil pentru plata integrala si la timp a Personalului Contractorului, a Subcontractorilor si a furnizorilor sai.</p> <p>12.4.4. Procedura de lucru si programul de prestare a Serviciilor sunt descrise in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia, inclusiv cu privire la timpii de interventie/ furnizare / pe fiecare categorie de Servicii.</p> <p>12.4.5. Contractorul va furniza Serviciile cu respectarea procedurilor si cerintelor HSSE si cerintelor de calitate descrise in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexele acesteia.</p>

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<p>in Section III Technical Requirements / Specifications of the Scope of Work and its Annexes.</p> <p>12.4.6. Contractor shall also be bound by such obligations to which the Contract expressly refers or which, based on the interpretation hereof, also apply to the Services.</p>	<p>12.4.6. Contractorul va fi responsabil si de acele obligatii la care Contractul face referire expresa, sau care, din interpretarea Contractului, se aplica si in privinta Serviciilor.</p>
<p>12.5. Suspension or interruption of Services</p> <p>12.5.1. The Company may request, at any time during the period mentioned in art. 12.3, the total or partial suspension or interruption of the Services, for the period indicated by the Company in the written notice of suspension/interruption of the Services.</p> <p>12.5.2. The Company will not owe any costs during the suspension/interruption of the Services.</p>	<p>12.5. Suspendarea sau intreruperea Serviciilor</p> <p>12.5.1. Compania poate solicita, oricand pe durata mentionata la art. 12.3, suspendarea sau intreruperea totala sau partiala a Serviciilor, pentru perioada indicata de Companie in notificarea scrisa de suspendare/intrerupere a Serviciilor.</p> <p>12.5.2. Compania nu va datora niciun cost pe perioada suspendarii/ intreruperii Serviciilor.</p>
<p>12.6. Insurance</p> <p>12.6.1. The provisions on the Contractor's insurance as per art. 19 shall apply accordingly to the provision of Services.</p>	<p>12.6. Asigurare</p> <p>12.6.1. Prevederile privind asigurarea Contractorului din art. 19 se aplica in mod corespunzator si pentru prestarea Serviciilor.</p>
<p>12.7. Service Warranty</p> <p>12.7.1. The Contractor will provide the Services to a high standard of quality, so that the results of the operation of the Photovoltaic Power Plant reach, in each calendar year of operation, the minimum level of the Guaranteed Performance Rate, determined as per the cope of Work requirements.</p> <p>12.7.2. In addition, the Parties agree that throughout the duration of the Services, the Contractor shall ensure a guaranteed availability of the Services of [100%], determined as per the Scope of Work requirements.</p>	<p>12.7. Garantia Serviciilor</p> <p>12.7.1. Contractorul va presta Serviciile la un standard inalt de calitate, astfel incat rezultatele operarii Centralei Electrice Fotovoltaice sa atinga, in fiecare an calendaristic de operare, nivelul minim al Ratei de Performanta Garantata, determinate conform cerintelor din Caietul de Sarcini.</p> <p>12.7.2. In plus, Partile convin ca pe intreaga durata a Serviciilor, Contractorul va asigura o disponibilitate garantata a Serviciilor de [100%], determinata conform cerintelor tehnice din Caietul de Sarcini.</p>
<p>12.8 If the response times in the Scope of Work are not observed, the Contractor shall owe to the</p>	<p>12.8. In cazul in care nu sunt respectati timpii de raspuns din Caietul de Sarcini, Compania poate solicita</p>

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<p>Company delay penalties in the amount of 1.000 EUR per day of delay.</p> <p>If the total value of annual penalties reaches the total annual value of the maintenance services, the Company may request the termination of the Contract</p>	<p>penalitati de intarziere in cuantum de 1.000 de Euro pe zi de intarziere.</p> <p>Daca cuantumul anual al penalitatilor atinge valoarea anuala a serviciilor de mentenanță Compania are dreptul sa solicite rezilierea Contractului.</p>
<p>13. PERFORMANCE GUARANTEE</p>	<p>13. GARANTIA DE BUNA EXECUTIE</p>
<p>13.1. Provision of the Performance Guarantee The Contractor shall obtain on its sole expense and provide to the Company, a Performance Guarantee, for the proper and timely fulfillment of the obligations assumed by the Contractor under the Contract.</p> <p>13.2. The Performance Guarantee will be submitted to the Company t within 5 (five) Business Days from the date of signing the Contract.t</p>	<p>13.1. Furnizarea Garantiei de Buna Executie Contractorul va obtine pe cheltuiuala sa exclusiva si va pune la dispozitia Companiei, o Garantie de Buna Executie, pentru realizarea corespunzatoare si la timp a obligatiilor asumate de Contractor prin Contract.</p> <p>13.2. Garantia de Buna Executie va fi furnizata Companiei in termen de 5 (cinci) Zile lucratoare de la data semnarii Contractului.</p>
<p>13.3. The Performance Guarantee shall be in an amount accounting for [10%] of the Contract Price and shall be in the form of an unconditional, irrevocable bank guarantee, payable on the Company's first demand, issued by a bank, accepted by the Company, in a form similar to that provided as Appendix no. 13 hereto - Model Bank Guarantee.</p>	<p>13.3. Garantia de Buna Executie va fi in cuantum de [10%] din Pretul Contractului si se va constitui sub forma unei scrisori de garantie bancara neconditionata si irevocabila, platibila la prima cerere a Companiei, emisa de o banca acceptata de Companie, in forma similara modelului din Anexa nr. 13 - Model Scrisoare de Garantie Bancara.</p>
<p>13.4. Validity of the Performance Guarantee. The contractor will ensure that the Performance Guarantee is valid and in force for the entire duration of the Contract and the Guarantee Period including during any extension thereof, if applicable, plus more 2 (two) months from the termination of the Contract regardless of the grounds or of the Warranty Period granted under this Contract, whichever of these dates is the latest.</p> <p>The Contractor undertakes to extend the validity of the Performance Guarantee on its own initiative whenever it is necessary to cover the entire duration of the Contract (including the duration of any extensions thereof) and during the Guarantee Period plus another</p>	<p>13.4. Valabilitatea Garantiei de Buna Executie Contractorul se va asigura ca Garantia de Buna Executie este valabila si in vigoare pe intreaga durata a Contractului si pe Perioada de Garantie inclusiv pe durata oricarei prelungiri a acestuia, daca este cazul, plus inca 2 (doua) luni de la incetarea Contractului indiferent pe ce temei sau a Perioadei de Garantie acordate in baza acestui Contract, oricare dintre aceste date este ultima.</p> <p>Contractorul se obliga sa extinda valabilitatea Garantiei de Buna Executie din proprie initiativa ori de cate ori va fi necesar pentru a acoperi intreaga durata a Contractului (inclusiv durata oricaror prelungiri ale</p>

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<p>2 (two) months from the date termination of the Contract or the Warranty Period granted under this Contract, whichever of these dates is the last, without any request or notification from the Company being necessary. The contractor will provide the Company with proof of the extension of the validity of the Performance Guarantee no later than 1 (one) calendar month before the expiration of the validity of the existing and effective Performance Guarantee.</p>	<p>acestui) si pe Perioada de Garantie plus inca 2 (doua) luni de la data incetarii Contractului sau a Perioadei de Garantie acordate in baza acestui Contract, oricare dintre aceste date este ultima, fara a fi necesara nicio solicitare sau notificare din partea Companiei. Contractorul va pune la dispozitia Companiei dovada extinderii valabilitatii Garantiei de Buna Executie cel tarziu cu 1 (o) luna calendaristica inainte de expirarea valabilitatii Garantiei de Buna Executie existente si in vigoare.</p>
<p>13.5. Execution of the Performance Guarantee by the Company</p> <p>The Company shall have the right to execute the Performance Guarantee to satisfy any loss, expenses, cost, claims of third parties or any other similar claims borne by the Company or directed against it, directly or indirectly, as a result of any breach by the Contractor of its obligations arising from the Contract without thereby the Company having the obligation to fulfill any formality vis-à-vis or in connection with the Contractor.</p>	<p>13.5. Executarea Garantiei de Buna Executie de catre Companie</p> <p>Compania va avea dreptul de a executa Garantia de Buna Executie pentru satisfacerea oricarei pierderi, cheltuieli, cost, pretentii a tertilor sau a oricaror altor cereri asemanatoare suportate de Companie sau indreptate impotriva acesteia, direct sau indirect, ca urmare a oricarei încălcari de catre Contractor a obligatiilor sale decurgand din Contract fara ca prin aceasta Compania sa aiba obligatia de a indeplini vreo formalitate fata de sau in legatura cu Contractorul.</p>
<p>13.6 Increase of the amount of Performance Guarantee</p> <p>The Contractor undertakes to increase, at Company's request, the amount of Performance Guarantee within 5 working days of such written request. The Contractor shall provide to the Company the proof of increase of the value of Performance Guarantee within 10 days as of the date of Company's request.</p>	<p>13.6. Majorarea valorii Garantiei de Buna Executie</p> <p>Contractorul se obliga sa majoreze valoarea Garantiei de Buna Executie in termen de 5 zile lucratoare de la data solicitarii scrise din partea Companiei. Contractorul va pune la dispozitia Companiei dovada majorarii valorii Garantiei de Buna Executie in termen de cel mult 10 zile de la data solicitarii Companiei.</p>
<p>13.7. Reinstatement of the Performance Guarantee</p> <p>In the event the Performance Guarantee is drawn, partly or fully, the Contractor has the obligation to replenish the Performance Guarantee by reference to the remaining amount, within 5 Days, without any formality or prior notice issued by the Company.</p>	<p>13.7. Reintregirea Garantiei de Buna Executie</p> <p>In situatia executarii Garantiei de Buna Executie, partial sau total, Contractorul are obligatia de a reintregi Garantia de Buna Executie, in termen de 5 Zile, fără nicio altă formalitate ori notificare prealabilă din partea Companiei.</p>

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<p>13.8. The Company's options in the event that the Contractor does not bring/increase/extend the validity/reinstate the Performance Guarantee.</p> <p>Non-presentation by the Contractor of the obligations to issue the Good Performance Guarantee according to art. 13.1-13.3, regarding the validity of the Performance Guarantee according to 13.4 or or to increase of the amount of Performance Guarantee or, as the case may be, to reinstate the amount of the Performance Guarantee as per art. 13.7 shall constitute a material and fundamental breach under the Contract and shall entitle the Company, at its option:</p> <p>(i) to suspend the payment of the Contractor's due and unpaid invoices until it provides the Company with the documents proving the issuance, extension, increase in value or re-totalling of the value of the Performance Guarantee, as the case may be, and/or;</p> <p>(ii) to terminate the Contract on the basis of a written notification addressed to the Contractor, without the need to send any notices of violation of the obligations in the Contract, perform any prior formalities, or the intervention of the courts and/or;</p> <p>(iii) to draw the existing Performance Guarantee for the full amount thereof or the remaining portion thereof and/or;</p> <p>(iv) apply all of (i) and (iii) or (ii) and (iii) against the Contractor.</p> <p>13.9. The company undertakes to return the Performance Guarantee (to the extent that it was not executed in accordance with the above provisions)</p>	<p>13.8. Opțiunile Companiei în cazul în care Contractorul nu aduce/ majorează/ prelungeste valabilitatea/ reintregeste Garanția de Buna Executie</p> <p>Neprezentarea de către Contractor a obligațiilor de emisie a Garanției de Buna Executie conform art. 13.1-13.3, în legătură cu valabilitatea Garanției de Buna Executie conform 13.4 sau de a majora valoarea Garanției de Buna Executie conform 13.6 sau, după caz, de a reintregi cuantumul Garanției de Buna Executie conform art. 13.7. va constitui o încălcare însemnată și esențială în temeiul Contractului și va da dreptul Companiei, la propria sa alegere:</p> <p>(i) să suspende plata facturilor scadente și neachitate ale Contractorului până când acesta va furniza Companiei documentele care dovedesc emiterea, prelungirea, majorarea valorii sau reintregirea valorii Garanției de Buna Executie, după caz, și/sau;</p> <p>(ii) să rezilieze Contractul pe baza unei notificări scrise adresate Contractorului, fără a fi necesară transmiterea unor notificări de încălcare a obligațiilor din Contract, efectuarea unor formalități prealabile, sau intervenția instanțelor și/sau;</p> <p>(iii) să execute Garanția de Buna Executie existentă pentru întreaga sumă a acesteia sau partea rămasă din aceasta și/sau;</p> <p>(iv) să aplice atât (i) cât și (iii) sau (ii) și (iii) împotriva Contractorului.</p> <p>13.9. Compania se obligă să restituie Garanția de Buna Executie (în măsura în care nu a fost executată în conformitate cu dispozițiile de mai sus) în termen de 5</p>
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<p>within 5 (five) working days from the expiry date of the Performance Guarantee</p>	<p>(cinci) zile lucratoare de la data expirării Garantiei de Buna Executie.</p>
<p>13.10. The warranty against Defects is distinct from the Performance Guarantee hereunder.</p>	<p>13.10. Garantia contra Defectelor este distincta de Garantia de Buna Executie.</p>
<p>14. SUBCONTRACTING</p>	<p>14. SUBTRACTARE</p>
<p>14.1. Should the Contractor intend to subcontract any part of the Contract to third parties, the Contractor (including the subcontractors of Subcontractors, irrespective of the degree) give the Company prior written notice of the chosen Subcontractors. No Subcontractor shall be involved in the performance of the Works without the prior written consent of the Company.</p> <p>14.2. For breach of the above mentioned obligation, a contractual penalty of 50.000 lei shall be paid by Contractor to the Company for each such Subcontractor.</p> <p>14.3. For the purpose of issuing a written acceptance, the Company may request and the Contractor must provide it with relevant parts of its agreements concluded with the proposed Subcontractor(s), subject to complying with any applicable confidentiality restrictions.</p> <p>14.4. Company may ask the Contractor to immediately replace or remove a Subcontractor, without the possibility for the Contractor to issue any claims against Company for this reason. The Contractor shall remove promptly any Subcontractor rejected by the Company (based on a written notice given to the Contractor), at no cost or liability for the Company. Should the Company so require, the Company shall assist it in identifying a suitable replacement as Subcontractor.</p>	<p>14.1. In cazul in care Contractorul intentioneaza sa subcontracteze oricare parte a Contractului unor terti, Contractorul trebuie sa notifice in prealabil in scris Compania cu privire la Subcontractorii alesi (inclusiv subcontractorii Subcontractorilor, indiferent de grad). Niciun Subcontractor nu va fi implicat in executarea Lucrarilor fara acordul scris prealabil al Companiei.</p> <p>14.2. In cazul nerespectarii obligatiei mentionate mai sus, o penalitate in cuantum de 50.000 lei va fi platita de catre Contractor catre Companie pentru fiecare astfel de Subcontractor.</p> <p>14.3. Pentru a emite un acord scris de acceptare, Compania poate solicita, iar Contractorul trebuie sa-i puna la dispozitie parti relevante ale acordurilor incheiate cu Subcontractorul (Subcontractorii) propus (propusi), cu respectarea oricaror restrictii de confidentialitate aplicabile.</p> <p>14.4. Compania poate solicita Contractorului inlocuirea sau renuntarea imediata la un Subcontractor, fara posibilitatea Contractorului de a face reclamatii impotriva Companiei din acest motiv. Contractorul va renunta prompt la orice Subcontractor respins de Companie (in baza unei notificari transmise Contractorului), fara ca Compania sa suporte vreun cost in acest sens sau sa aiba vreo raspundere. La cererea Contractorului, Compania va acorda sprijin acestuia pentru a identifica un alt Subcontractor corespunzator.</p>

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<p>14.5. The Contractor shall be fully liable for the performance of the Subcontractors' obligations, including for all Works performed by the Subcontractors as if such Works had been performed by itself.</p>	<p>14.5. Contractorul va raspunde integral pentru executarea obligatiilor Subcontractorilor, inclusiv pentru partea de Lucrari executate de acestia, ca si cum Lucrarile respective ar fi fost executate de Contractorul insusi.</p>
<p>15. CONTRACT PRICE AND PAYMENT</p>	<p>15. PRETUL CONTRACTULUI SI PLATA</p>
<p>15.1. General rules</p> <p>15.1.1. The Contract Price is agreed by the Parties in consideration of all Works and Services and is detailed in Appendix no. 3 [Payment Schedule].</p> <p>15.1.2. The Contract Price consists of a lump-sum, excluding VAT. VAT treatment will be applied in accordance with applicable legislation.</p> <p>15.1.3. Contractor shall not be entitled and hereby expressly, unconditionally and irrevocably waives any right to demand an increase in the Contract Price on the basis that the Works and/or Services involved more work or cost more than originally anticipated.</p> <p>15.1.4. The Company shall make no payment if Contractor failed to provide or fails to provide a valid Performance Guarantee, in accordance with art. 13 [Performance Guarantee].</p> <p>15.1.5. Payment for the Works performed shall be made on the basis of Work Statements, as per the procedure described in the articles below. Payment for the Services will be made according to the payment conditions of art. 12 of the Contract.</p> <p>15.1.6. Each Work Statement (including the final Work Statement) shall be accompanied by the Contractor's</p>	<p>15.1. Reguli generale</p> <p>15.1.1. Pretul Contractului este convenit de Parti in considerarea tuturor Lucrarilor si a Serviciilor si este detaliat in Anexa nr. 3 [Graficul de plati].</p> <p>15.1.2. Pretul Contractului reprezinta o suma forfetara, exclusiv TVA. Tratatamentul TVA se va aplica conform legislatiei in vigoare.</p> <p>15.1.3. Contractorul nu va fi indreptatit si renunta in mod expres, neconditionat si irevocabil sa solicite o crestere a Pretului Contractului pe motiv ca Lucrarile si/sau Serviciile au necesitat mai multa munca sau au costat mai mult decat s-a anticipat initial.</p> <p>15.1.4. Compania nu va face nicio plata in cazul in care Contractorul nu a furnizat sau nu prezinta o Garantie de Buna Executie valida, in conformitate cu prevederile art. 13 [Garantia de Buna Executie].</p> <p>15.1.5. Plata Lucrarilor executate se va efectua pe baza de Situatii de Lucrari, conform procedurii descrise in articolele de mai jos. Plata Serviciilor se va efectua conform conditiilor de plata din art. 12 din Contract.</p> <p>15.1.6. Fiecare Situatie de Lucrari (inclusiv, Situatia finala de Lucrari) va fi insotita de declaratia pe proprie</p>

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<p>affidavit that it has fulfilled its payment obligations to the Subcontractors for the Work and Materials specified in the Work Statement.</p> <p>15.1.7. In the event that the Contractor has failed, fully or partly, to complete a Milestone or to comply with an obligation, having been notified by the Supervisor to this end, the Company may draw the value of the relevant Works or unperformed obligations pending completion or fulfilment thereof.</p>	<p>raspundere a Contractorului ca si-a indeplinit obligatiile de plata fata de Subcontractori pentru Lucrarile si Materialele mentionate in Situatiia de Lucrari.</p> <p>15.1.7. In cazul in care Contractorul nu a reusit sa execute total sau partial o Etapa de Lucrari sau sa-si respecte o obligatie, fiind notificat de Supervizor in acest scop, Compania va putea retine valoarea respectivelor Lucrari sau obligatii neexecutate pâna la terminarea sau indeplinirea acestora.</p>
<p>15.2. Items included in the Contract Price</p> <p>15.2.1. The Parties agree that the Contract Price covers all Works and Services, including the costs of procuring and supplying Materials from suppliers (including Component Parts and Spare Parts Stock), all operations, activities and services necessary for the execution of the Works, training of the Company's Personnel in respect of the operation of the PVPP, the Commissioning and Acceptance on Completion of PVPP Works and the Final Acceptance and any other costs, charges and fees (including those imposed/charged by any Authority in connection with the Works/Services and any Authorization) relating to the activities and responsibilities of the Contractor under the Contract and any other activities that, even if not mentioned in the documentation, are necessary for the realization of the PVPP, for example, but not limited to: the use of scaffolding, lifting equipment, temporary arrangements including fences, topographic measurements, consumables, small parts, etc.</p> <p>15.2.2. The Contract Price shall also include: (i) all costs and expenses relating to the organization and delivery of the Site, (ii) obtaining all the Authorizations necessary for the performance of Works and Services, (iii) the costs relating to the Contractor's Personnel,</p>	<p>15.2. Elemente incluse in Pretul Contractului</p> <p>15.2.1. Partile convin ca Pretul Contractului acopera toate Lucrarile si Serviciile, inclusiv costurile cu procurarea si furnizarea de Materiale de la furnizori (inclusiv Partile Componente si Stocul de piese de schimb), toate operatiunile, activitatile si serviciile necesare pentru executarea Lucrarilor, instruirea Personalului Companiei cu privire la operarea CEF, Punerea in Functiune si Receptia la Terminarea a Lucrarilor CEF, prestarea Serviciilor si Receptia Finala, precum si orice alte costuri, taxe si tarife (inclusiv aplicate/percepute de catre orice Autoritate in legatura cu Lucrarile/Serviciile si orice Autorizatie) aferente activitatilor si responsabilitatilor Contractorului in baza Contractului si orice alte activitati care chiar daca nu sunt mentionate in documentatie, dar sunt necesare pentru realizarea CEF, spre exemplu, dar fara a se limita la: utilizarea de schele, utilaje de ridicat, amenajari temporare inclusiv ingradiri, masuratori topometrice, consumabile, piese marunte etc.</p> <p>15.2.2. Pretul Contractului va include si: (i) toate costurile si cheltuielile legate de organizarea si predarea Santierului, (ii) obtinerea tuturor Autorizatiilor necesare executarii Lucrarilor si a Serviciilor, (iii) costurile cu</p>

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<p>(iv) any demolition works, (v) all expenses for ensuring utilities (gas, electricity, water supply and sewage, etc.), (vi) the design and construction of a rainwater drainage system for buildings to be erected on the Site hereunder, (vii) all taxes, levies and contributions that must be paid by the Contractor in accordance with Applicable Laws, and (viii) the Contractor's estimated profit margin for the performance of Work and provision of Services as per the Contract.</p> <p>15.2.3. Contractor may allocate a maximum amount of 10% of the Contract Price for various and unforeseen expenses, which will be used based on supporting documents, as per the allocation conditions provided in the estimate of works in the Technical Documentation and in compliance with the provisions of the Applicable Law.</p>	<p>Personalul Contractorului, (iv) orice operatiunile de demolare, (v) toate cheltuielile pentru asigurarea utilitatilor (alimentare cu gaze naturale, energie electrica, apa si canalizare etc.) pe intreaga Durata de Executie, (vi) proiectarea si executia sistemului de drenare a apelor pluviale pentru constructiile edificate pe Santier in baza Contractului, (vii) toate taxele, impozitele si contributiile care trebuie platite de Contractor in conformitate cu Legile Aplicabile, si (viii) marja de profit estimata de Contractor in legatura cu executarea Lucrarilor si a Serviciilor conform Contractului.</p> <p>15.2.3. Contractorul poate alocă o suma de maximum 10% din Pretul Contractului pentru cheltuieli diverse si neprevazute, care va fi utilizata pe baza de documente justificative, conform conditiilor de alocare prevazute in devizul de lucrari din Documentatia Tehnica si cu respectarea prevederilor Legii Aplicabile.</p>
<p>15.3. Advance Payment Terms</p> <p>15.3.1. In order to mobilize, procure the Materials, and start the execution of the Works according to the Contract, the Company will make an advance payment to the Contractor, without interest, in the percentage/amount mentioned in Appendix no. 3 to the Contract [Payment Schedule].</p> <p>15.3.2. The advance payment will be made within 30 days from the Effective Date, based on the invoice issued and the conditions from 15.3.4.</p> <p>15.3.3. The Contractor undertakes to use the amounts representing advance payment exclusively for the purchase of Materials and the execution of the Works</p> <p>15.3.4. The payment of the advance will be conditional on the Contractor fulfilling the following obligations: (i)</p>	<p>15.3. Conditii de plata a avansului</p> <p>15.3.1. In vederea mobilizarii, procurarii Materialelor, proiectarii si inceperii executarii Lucrarilor potrivit Contractului, Compania va efectua o plata in avans catre Contractor, fara dobanda, in procentul/cuantumul mentionat in Anexa nr. 3 la Contract [Graficul de Plati].</p> <p>15.3.2. Plata avansului se va realiza in termen de 30 zile de la Data Intrarii in Vigoare, in baza facturii emise si a prevederilor de la 15.3.4.</p> <p>15.3.3. Contractorul se obliga sa utilizeze sumele reprezentând plata in avans exclusiv pentru achizitia Materialelor si executarea Lucrarilor.</p> <p>15.3.4. Efectuarea platii avansului va fi conditionata de indeplinirea de catre Contractor a urmatoarelor obligatii:</p>

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<p>the valid creation of the Performance Guarantee, in accordance with art. 13 and (ii) creation and provision to the Company of the Advance Payment Guarantee for the restitution of the advance payment, in accordance with art. 15.4.</p> <p>15.3.5. The Contractor unconditionally consents to the amounts paid in advance according to this article being offset against/deducted from the payment amounts corresponding to milestones as reflected in Appendix 3 - Payment Schedule and according to the Payment Certificates approved by the Company, until the full offset of the advance payment amount.</p>	<p>(i) constituirea in mod valabil a Garantiei de Buna Executie, in conformitate cu art. 13 si (ii) constituirea si punerea la dispozitia Companiei a Scrisorii de Garantie de Restituire a Avansului, in conformitate cu art. 15.4.</p> <p>15.3.5. Contractorul consimte in mod neconditionat ca sumele achitate in avans conform acestui articol sa fie compensate cu/deduse din sumele de plata aferente jaloanelor conform Anexei 3 - Graficul de Plati si conform Certificatelor de Plata aprobate de Companie, pâna la compensarea integrala a sumei avansului.</p>
<p>15.4. Advance Payment guarantee</p> <p>15.4.1. In order to guarantee the repayment of the advance referred to in art. 15.3, the Contractor shall obtain on its own expences and shall present to the Company, before payment of the advance, an unconditional and irrevocable Advanced Payment Guarantee, payable at the first request of the Company, issued by a reputable bank accepted by the Company with a value equal to the amount of the advance as per the model attached in Appendix no. 14 – Advanced Payment Guarantee.</p> <p>15.4.2. The Advance Payment Guarantee shall be valid for the entire Performance Period, plus additional 2 months</p> <p>15.4.3. If the Contractor is an association or consortium, the Advance Payment Guarantee will be issued in the name of the association or consortium.</p> <p>15.4.4. The Contractor shall ensure that the Advance Payment Guarantee remains valid and in effect until after the advance has been justified/substantiated or compensated in full. However, the amount of the</p>	<p>15.4. Garantia de Garantie de Restituire a Avansului</p> <p>15.4.1. Pentru a garanta returnarea avansului mentionat la art. 15.3, Contractorul va obtine pe cheltuiala sa exclusiva si va prezenta Companiei, inainte de plata avansului, o Scrisoare de Garantie de Restituire a Avansului neconditionata si irevocabila, executabila la prima cerere a Companiei, emisa de o banca de reputatie, acceptata de Companie, cu o valoare egala cu valoarea avansului in forma prezentata in Anexa nr. 14 - Scrisoare de Garantie de Restituire a Avansului.</p> <p>15.4.2. Scrisoarea de Garantie de Restituire a Avansului va fi valabila pe intreaga Durata de Executie plus 2 luni aditionale.</p> <p>15.4.3. Daca Contractorul este o asociere sau un consortiu Scrisoarea de Garantie de Restituire a Avansului va fi emisa in numele asocierii sau consorțiului.</p> <p>15.4.4. Contractorul se va asigura ca Scrisoarea de Garantie de Restituire a Avansului va ramâne valabila si in vigoare pâna la justificarea sau compensarea</p>

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<p>Advance Payment Guarantee may be progressively reduced by the amounts justified/substantiated by the Contractor, only with the Company's prior consent, as indicated and accepted by the Payment Certificates.</p> <p>15.4.5. If the advance payment has not been fully justified/substantiated and compensated in full against the amounts included in the Payment Certificates at least [30 Days] before the date of expiry of the Advance Payment Guarantee, the Contractor undertakes to extend the validity of the Advance Guarantee from own initiative pending full justification/substantiation or repayment of the advance.</p> <p>15.4.6. The Company shall have the right to execute the Advance Payment Guarantee to satisfy any loss, expenses, cost, claims of third parties or any other similar claims borne by the Company or directed against it, directly or indirectly, as a result of any breach by the Contractor of its obligations arising from the Contract according to art.15.3 and 15.4 without thereby the Company having the obligation to fulfill any formality vis-à-vis or in connection with the Contractor.</p>	<p>integrala avansului. Cu toate acestea, valoarea Scrisorii de Garantie de Restituire a Avansului poate fi redusa progresiv cu sumele justificate de Contractor, numai cu acceptul prealabil al Companiei, astfel cum acestea sunt indicate si acceptate prin Certificatele de Plata.</p> <p>15.4.5. In cazul in care plata in avans nu a fost justificata integral si compensata integral cu sumele incluse in Certificatele de Plata cu cel putin [30 Zile] inainte de data expirarii Garantiei Avansului, Contractorul se obliga sa prelungeasca valabilitatea Scrisoarea de Garantie de Restituire a Avansului, din proprie initiativa, pâna la justificarea sau rambursarea integrala a avansului.</p> <p>15.4.6 Compania va avea dreptul de a executa Scrisoarea de Garantie de Restituire a Avansului pentru satisfacerea oricarei pierderi, cheltuieli, cost, pretentii a tertilor sau a oricaror altor cereri asemanatoare suportate de Companie sau indreptate impotriva acesteia, direct sau indirect, ca urmare a oricarei încălcari de catre Contractor a obligatiilor sale decurgand din Contract in conformitate cu art.15.3 si 15.4, fara ca prin aceasta Compania sa aiba obligatia de a indeplini vreo formalitate fata de sau in legatura cu Contractorul</p>
<p>15.5. Contract Price Payment Terms</p> <p>15.5.1. The Company shall pay the Contract Price to the Contractor as per Appendix no. 3 [Payment Schedule] to the Contract, respectively in installments by Milestones, in compliance with the Payment Schedule, by reference to the Project Schedule, based on Work Statements.</p> <p>15.5.2. After the Commencement Date of the Works, the Contractor shall send to the Supervisor, in 4 (four)</p>	<p>15.5. Conditii de plata a Pretului Contractului</p> <p>15.5.1. Compania va efectua plata Pretului Contractului catre Contractor conform Anexei nr. 3 [Graficul de Plati] la Contract, respectiv in transe pe Etape de Lucrari, cu respectarea Graficului de Plati, prin raportare la Graficul Proiectului, pe baza de Situatii de Lucrari.</p> <p>15.5.2. Dupa Data de Incepere a Lucrarilor, Contractorul va transmite Supervisorului in 4 (patru)</p>

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<p>copies, Work Statements according to Payment Schedule, together with supporting documents (including quality documents, consignment notes/bills of lading, acceptance protocols for Materials, etc.) attesting to the appropriate completion of each Milestone.</p> <p>Each Work Statement shall be signed by the Contractor's Representative.</p> <p>15.5.3. The Work Statement shall include, without being limited to:</p> <ul style="list-style-type: none"> (i) the detailed description of the Works performed and the Materials integrated into the Milestone for which the Work Statement is issued; (ii) the estimated contractual value for all the Works performed as part of the relevant Milestone (including Materials), from which the corresponding value included in the previous Works Statement shall be deducted; (iii) amounts to be retained in relation to the advance payment made by the Company in accordance with the provisions of art 15.3 [Advance payment terms]; (iv) any deductions that may be due to the Company according to the provisions of the Contract, including late payment penalties. <p>15.5.4. The Supervisor will check the Work Statements and the supporting documents submitted by the Contractor to determine whether they fully, correctly and truly reflect the status of the Works performed, Materials delivered and whether the amounts mentioned in the Work Statements are correct.</p>	<p>exemplare, Situatii de Lucrari conform Graficului de Plati, impreuna cu documentele justificative (inclusiv documente de calitate, avize de insotire a marfii si receptie privind Materialele etc.), care atesta finalizarea corespunzatoare a fiecărei Etape de Lucrari.</p> <p>Fiecare Situatie de Lucrari va fi semnata de Rezentantul Contractorului.</p> <p>15.5.3. Situatia de Lucrari va cuprinde, fara a se limita la:</p> <ul style="list-style-type: none"> (i) descrierea detaliata a Lucrarilor executate si Materialelor integrate in opera in Etapa de Lucru pentru care se emite Situatia de Lucrari; (ii) valoarea estimata contractuala pentru toate Lucrarile executate in Etapa de Lucrari respectiva (inclusiv Materiale), din care va fi scazuta valoarea corespunzatoare inclusa in precedenta Situatie de Lucrari; (iii) sume de scazut aferente avansului platit de Companie in conformitate cu prevederile art. 15.3 [Conditii de plata a avansului]; (iv) orice deduceri care pot fi datorate Companiei potrivit prevederilor Contractului, inclusiv penalitati de întârziere. <p>15.5.4. Supvizorul va verifica Situatii de Lucrari si documentele justificative transmise de Contractor pentru a stabili daca acestea reflecta complet, corect si real situatia Lucrarilor executate, Materialelor livrate si daca sumele mentionate in Situatia de Lucrari sunt corecte.</p>
<p>15.6. Payment Certificates</p>	<p>15.6. Certificatele de Plata</p>

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<p>15.6.1. If, based on the checks carried out, he approves the Work Statement, the Supervisor considers that the Work Statement is correct, the Supervisor will issue a Payment Certificate to the Company on the model attached in Appendix no. 8 to the Contract, with a copy sent to the Contractor, in 10 days from the date that the Supervisor received all justified documents.</p> <p>15.6.2. By issuing a Payment Certificate, the Supervisor certifies, on his own responsibility, that the amounts requested for payment are in accordance with the provisions of the Contract and correspond to the Works executed in the respective Milestone as per the Project Schedule and the Payment Schedule.</p> <p>15.6.3. The Supervisor will not certify for payment amounts for which the Contractor has not fully and correctly provided the necessary supporting documents, established by the Company.</p> <p>15.6.4. By any Payment Certificate the Supervisor may make any amendments and changes to any previously issued Payment Certificate.</p> <p>15.6.5. The Company shall pay the amounts mentioned in the interim Payment Certificates as per the invoicing and payment conditions mentioned in art.15.9.</p>	<p>15.6.1. In cazul in care, pe baza verificarilor efectuate, Supervizorul considera ca Situatia de Lucrari este corecta si aproba respectiva Situatie de Lucrari, Supervizorul va emite un Certificat de Plata catre Companie pe modelul atasat in Anexa nr. 8 la Contract, cu o copie transmisa Contractorului, in termen de 10 zile de la data primirii de catre Supervisor a tuturor documentelor justificative.</p> <p>15.6.2. Prin emiterea unui Certificat de Plata, Supervizorul certifica, pe propria raspundere, faptul ca sumele solicitate la plata sunt in conformitate cu prevederile Contractului si corespund Lucrarilor executate in respectiva Etapa de Lucrari conform Graficului Proiectului si Graficului de Plati.</p> <p>15.6.3. Supervizorul nu va certifica la plata sume pentru care Contractorul nu a furnizat integral si corect documentele justificative necesare, stabilite de Companie.</p> <p>15.6.4. Prin orice Certificat de Plata Supervizorul poate efectua orice amendamente si modificari oricarui Certificat de Plata eliberat anterior.</p> <p>15.6.5. Compania va plati sumele mentionate in Certificatele de Plata intermediare conform conditiilor de facturare si de plata mentionate la art. 15.9.</p>
<p>15.7. The final Work Statement</p> <p>15.7.1. Within [10 Days] of the approval of the Final Acceptance, the Contractor shall submit to the Supervisor, in 4 (four) copies, the final Work Statement, together with supporting documents.</p> <p>15.7.2. The final Work Statement will include:</p>	<p>15.7. Situatia finala de Lucrari</p> <p>15.7.1. In termen de [10 Zile] de la aprobarea Receptiei Finale, Contractorul va transmite Supervizorului, in 4 (patru) exemplare, Situatia finala de Lucrari, impreuna cu documentele justificative.</p> <p>15.7.2. Situatia finala de Lucrari va cuprinde:</p>

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<p>(i) the final contractual value for all Works executed up to the date of Final Acceptance (including Variations, if applicable), from which the corresponding value of previously paid Works shall be deducted;</p> <p>(ii) any final amounts to be added or deducted/retained related to the advance payment and its justification in accordance with the provisions of art 15.3 [Advance payment conditions];</p> <p>(iii) any information necessary for the Put in function of the final assets (eg. equipments type, no of pieces, value, warranty, supplier and manufacturer, etc.) which has to be completed on a Statement for Put in Function on a template according with Appendix no. 16 - Fix asset datasheet, in compliance with the applicable law;</p> <p>(iv) any other amounts added or or deducted/retained according to the Contract (including any delay penalties).</p>	<p>(i) valoarea finala contractuala pentru toate Lucrarile executate pâna la data Receptiei Finale (inclusiv Modificarile, daca este cazul), din care va fi scazuta valoarea corespunzatoare a Lucrarilor platite anterior;</p> <p>(ii) orice sume finale de adaugat sau de scazut aferente platii in avans si justificarea acesteia in conformitate cu prevederile art. 15.3 [Conditii de plata a avansului];</p> <p>(iii) orice informatii necesare pentru Punerea in functiune a mijloacelor fixe finale (de ex. Tipuri de echipamente, nr de bucati, valoare, garantie, furnizor si producator, etc.) care va fi completata in cadrul procesul verbal de Punere in functiune pe modelul furnizat in Anexa nr. 16 - Fisa de date a mijlocului fix respectand prevederile legale aplicabile;</p> <p>(iv) orice alte sume de adaugat sau de scazut potrivit Contractului (inclusiv, orice penalitati de întârziere).</p>
<p>15.8. Final Payment Certificate</p> <p>15.8.1. Within [10 Days] of the transmission of the final Work Statement or from the date on which the final Work Statement should have been issued, the Supervisor will issue a final Payment Certificate to the Company, with a copy sent to the Contractor.</p> <p>15.8.2. If the Company and/or the Contractor does not agree with the final Payment Certificate, either Party will send a notice of objections.</p> <p>15.8.3. Even if a notice of objections has been issued, for the parts of the final Payment Certificate on which the Parties agree the Company will make the payment as per the invoicing and payment conditions mentioned in art. 15.9.</p>	<p>15.8. Certificatul final de Plata</p> <p>15.8.1. In [10 Zile] de la transmiterea Situatiei finale de Lucrari sau de la data la care ar fi trebuit sa fie emisa Situatia finala de Lucrari, Supervisorul va emite un Certificat final de Plata catre Companie, cu o copie transmisa Contractorului.</p> <p>15.8.2. In cazul in care Compania si/sau Contractorul nu este/nu sunt de acord cu Certificatul final de Plata, oricare dintre Parti va transmite o notificare de obiectiuni.</p> <p>15.8.3. Chiar daca s-a emis o notificare de obiectiuni, pentru partile din Certificatul final de Plata asupra carora Partile sunt de acord, Compania va face plata conform</p>

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<p>15.8.4. If the Parties fully agree on the final Work Statement (and if no notice of objections has been issued within the term established above), the value of the final Payment Certificate will be the final value based on which they will settle all payment obligations of the Company, and the Contractor will have no further claims.</p> <p>15.8.5. The Company will pay the amounts mentioned in the Final Payment Certificate according to the invoicing and payment conditions mentioned in art. 15.9.</p>	<p>conditiilor de facturare si de plata mentionate la art. 15.9.</p> <p>15.8.4. In cazul in care Partile sunt complet de acord asupra Situatiei finale de Lucrari (si in cazul in care nu a fost emisa o notificare de obiectiuni in termenul stabilit mai sus), valoarea Certificatului final de Plata va fi valoarea finala in baza caruia se vor stinge toate obligatiile de plata ale Companiei, iar Contractorul nu va mai avea nicio pretentie.</p> <p>15.8.5. Compania va plati sumele mentionate in Certificatul Final de Plata conform conditiilor de facturare si de plata mentionate la art. 15.9</p>
<p>15.9. Billing and payment</p> <p>15.9.1. Subject to prior issuance and approval by the Company of the Payment Certificates and the Final Payment Certificate, the Company shall pay the invoices within [60 Days] from the date of receipt by the Company of the invoices will be transmitted through the national system RO e-Factura, according to the legal provisions in force. Invoices issued by suppliers taxable persons established in Romania / invoices issued by suppliers not established in Romania using their Romanian VAT registration number will be transmitted exclusively through the national system RO e-Factura, following the Instructions in Appendix 11 – Invoice Instruction according to the legal provisions in force. All other invoices, which are not subject to transmission in the RO e-Factura system, according to OUG 120/2021, will be transmitted exclusively by email PDF format, according to the contractual provision and Appendix no 11 Unilateral Declaration</p>	<p>15.9. Facturarea si plata</p> <p>15.9.1. Sub conditia emiterii si aprobarii in prealabil de catre Companie a Certificatelor de Plata si Certificatului Final de Plata, Compania va plati facturile in termen de [60 de Zile] de la data primirii de catre Companie a facturilor transmise prin sistemul national RO e-Factura, conform prevederilor legale in vigoare. Facturile emise de furnizori persoane fizice impozabile stabilite in Romania/ facturile emise de furnizori nestabiliti in Romania utilizand numarul de inregistrare in scopuri de TVA din Romania al acestora vor fi transmise exclusiv prin sistemul national RO e-Factura, cu respectarea instructiunilor din Anexa 11 – Instructiuni de facturare conform prevederilor legale in vigoare. Toate celelalte facturi, care nu fac obiectul transmiterii in sistemul Ro factura, conform OUG 120/2021, se vor transmite exclusiv prin email in PDF format, conform prevederilor contractuale si Anexa nr 11- Declaratia Unilaterala</p>

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<p>15.9.2. The Company shall notify the Contractor of any disputed amount no later than [10 Days] after receipt of the invoice, in order for the Contractor to correct such errors.</p> <p>15.9.3. Notwithstanding the Company's right to disregard incorrect or incomplete invoices, the CONTRACTOR has the obligation to monitor the Romanian law for any changes that will impact on the required content or form of invoices and amend its invoices accordingly. In such cases the CONTRACTOR shall attach an explanatory note to the invoice stating the grounds for the amendments. Any damage to the Company caused by the CONTRACTOR through its failure to observe the said obligation entitles the Company to compensations by the CONTRACTOR. Note: For the works component, in order to monitor the project, it is necessary to keep track of the invoices on estimate lines and mention in an explanatory note or on the invoice which line corresponds to and what is the eligible value.</p> <p>15.9.4. If the Company does not pay the invoices within the term provided for in this art. 15.9 the Contractor will be entitled to a late payment penalty of [0.06% per Day], of the outstanding amount, provided that the invoice has been sent in accordance with the above clauses and has not been refused payment by the Company for valid reasons.</p> <p>15.9.5. If, as a result of the Contractor's failure to fulfill his obligations under the Applicable Law, including, but not limited to, the Romanian Fiscal Code and its implementing rules, the Romanian (tax) authorities impose any penalties on the Company and/ or fines or any additional charges, the Company shall recover any and all such amounts from the Contractor (e.g. by deducting them from payments due to the Contractor,</p>	<p>15.9.2. Compania va notifica Contractorul cu privire la orice suma contestata in maximum [10 de Zile] de la primirea facturii, pentru ca, Contractorul sa corecteze astfel de erori.</p> <p>15.9.3. Fara a aduce atingere dreptului Companiei de a ignora facturile incorecte sau incomplete, CONTRACTORUL are obligatia de a monitoriza legislatia romana pentru orice modificari care vor avea impact asupra continutului sau formei de facturi necesare si de a-si modifica facturile in consecinta. In astfel de cazuri, CONTRACTORUL anexeaza la factura o nota explicativa in care precizeaza motivele modificarilor. Orice prejudiciu adus Companiei cauzat de CONTRACTOR prin nerespectarea obligatiei mentionate da dreptul Companiei la despagubiri din partea CONTRACTORULUI. Nota: Pentru componenta de lucrari, in vederea monitorizarii proiectului, este necesar sa se tina evidenta facturilor pe linii de deviz si sa se mentioneze intr-o nota explicativa sau pe factura carei linii din deviz ii corespunde si care este valoarea eligibila.</p> <p>15.9.4. In cazul in care Compania nu efectueaza plata facturilor in termenul prevazut in acest art. 15.9, Contractorul va avea dreptul la o penalitate de întârziere de [0,06% pe Zi], din suma restanta, cu conditia ca factura sa fi fost trimisa in conformitate cu clauzele de mai sus si nu a fost refuzat la plata de catre Companie din motive intemeiate.</p> <p>15.9.5. In cazul in care, ca urmare a neindeplinirii de catre Contractor a obligatiilor care ii revin in temeiul Legii Aplicabile, inclusiv, fara a se limita la Codul Fiscal Român si normele de implementare a acestuia, autoritatile (fiscale) române impun Companiei orice penalitati si/sau amenzi sau orice taxe suplimentare, Compania va recupera orice si toate aceste sume de la</p>
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<p>subsequent reimbursement or other appropriate mechanism).</p> <p>15.9.6. If the Contractor is a company resident outside Romania, failure to present the tax residency certificate will result in the deduction of taxes withheld at source in accordance with Romanian tax legislation.</p> <p>15.9.7. Payment will be considered made on time if it is sent by, or if payment instructions to the bank are given by the Company no later than the last day of the payment period.</p> <p>15.9.8. All payments by the Company to the Contractor are made subject to both legal basis and amount and shall not be construed as an acknowledgment of the amount requested, requested by or owed to the Contractor.</p> <p>15.9.9. If the Contractor fails to fulfill its obligations under this art. 15.8, the invoices will be returned to the Contractor and the original due date will be automatically postponed. In this particular case, the Contractor will not have the right to request late payment penalties or any other damages from the Company. The new due date will be [60 Days] from the date of receipt by the Company, through the national system RO e-Factura, according to the legal provisions in force and/or by e-mail, as the case may be, of the correct invoice from the Contractor.</p> <p>15.9.10. If the due date is not a business Day, the payment term will be automatically extended to the next business Day.</p> <p>15.9.11. Payment of the Contract Price will be made in Lei, unless the Parties agree otherwise. Payment of the Contract Price will be made by bank transfer to the Contractor's account.</p>	<p>Contractor (de exemplu, prin deducerea acestora din platile datorate Contractorului, rambursare ulterioara sau alt mecanism corespunzator).</p> <p>15.9.6. In cazul in care Contractorul este o firma rezidenta din afara României, neprezentarea certificatului de rezidenta fiscala va avea ca rezultat deducerea impozitelor retinute la sursa in conformitate cu legislatia fiscala româna.</p> <p>15.9.7. Plata va fi considerata efectuata la timp daca este trimisa de catre, sau daca instructiunile de plata catre banca sunt date de catre Companie cel târziu pâna in ultima zi a perioadei de plata.</p> <p>15.9.8. Toate platile de catre Companie catre Contractor sunt efectuate sub rezerva, atât in ceea ce priveste temeiul legal, cât si cuantumul, si nu vor fi interpretate ca o recunoastere a sumei solicitate, solicitate de sau datorate Contractorului.</p> <p>15.9.9. In cazul in care Contractorul nu isi indeplineste obligatiile prevazute de prezentul art. 15.8, facturile vor fi returnate Contractorului, iar data scadenta initiala va fi automat amanata. In acest caz particular, Contractorul nu va avea dreptul de a solicita penalitati de întârziere la plata sau orice alte daune de la Companie. Noua scadenta va fi de [60 Zile] de la data primirii de catre Companie, prin sistemul national RO e-Factura, conform prevederilor legale in vigoare si/sau prin e-mail, dupa caz, a facturii corecte de la Contractor.</p> <p>15.9.10. Daca data scadenta nu este o Zi lucratoare, termenul de plata va fi prelungit automat pâna in urmatoarea Zi lucratoare</p> <p>15.9.11. Plata Pretului Contractului va fi efectuata in Lei, cu exceptia cazului in care Partile convin altfel. Plata Pretului Contractului se va efectua prin transfer bancar in contul Contractorului.</p>
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<p>15.9.12. Contractor shall issue an invoice for each milestone achieved for the Works, in accordance with the relevant VAT and invoicing legislation.</p> <p>Considering that partial / advance invoices will be issued in advance of the turnkey construction of the Photovoltaic Power Plant, the invoice issued by the Contractor for the last milestone of the Works, upon the turnkey construction and the final acceptance of the Photovoltaic Power Plant, should include the total value of the Works performed for the turnkey construction of the Photovoltaic Power Plant, as well as a reference to the partial / advance invoices previously issued for the Works. Contractor should also reverse the partial / advance invoices previously issued for the Works.</p> <p>15.9.13 The contractor will issue a monthly invoice for the maintenance services, according to the provisions of the applicable legislation on VAT and invoicing. The payment will be made in accordance with the provisions of art. 15.9</p>	<p>15.9.12. Contractorul va emite o factura pentru fiecare etapa realizata a Lucrarilor, conform prevederilor legislatiei aplicabile privind TVA si facturarea.</p> <p>Avand in vedere ca vor exista facturi parțiale / de avans emise înainte de predarea „la cheie” a Centralei Electrice Fotovoltaice, factura emisa de Contractor pentru ultima etapa a Lucrarilor, după predarea „la cheie” si receptia finala a Centralei Electrice Fotovoltaice, va trebui sa includa valoarea totala a Lucrarilor efectuate pentru constructia si predarea „la cheie” a Centralei Electrice Fotovoltaice, precum si o referinta la facturile parțiale / de avans emise anterior pentru Lucrari. Contractorul va trebui, de asemenea, sa regularizeze facturile parțiale / de avans emise anterior pentru Lucrari.</p> <p>15.9.13 Contractorul va emite lunar o factura pentru serviciile de mentenanta, conform prevederilor legislatiei aplicabile privind TVA si facturarea. Plata se va efectua in conformitate cu prevederile art. 15.9.</p>
<p>16. WARRANTY OF WORKS AND SERVICES</p>	<p>16. GARANTIA LUCRARILOR SI A SERVICIILOR</p>
<p>16.1. Contractor guarantees and will ensure that the Photovoltaic Power Plant will be at the Acceptance on Completion of Works and will remain during the Warranty Period (subject to normal technical wear and tear) in an operational state of good functioning at the technical parameters and the performance values detailed in the Company Requirements and the Guaranteed Performance Rate mentioned in the Offer ("Works warranty" or "PVPP warranty").</p> <p>16.2. PVPP warranty will include all actions to remedy the Defects in a professional manner and the associated costs for the Component Parts, Materials and spare parts thereof (including, transportation, personnel expenses and any other costs necessary to remedy the Defects).</p>	<p>16.1. Contractorul garanteaza si se va asigura ca Centrala Electrica Fotovoltaica va fi la Receptia la Terminarea Lucrarilor si, va ramâne, pe parcursul Perioadei de Garantie (sub rezerva uzurii tehnice normale) intr-o stare operationala de buna-functionare la parametrii tehnici si valorile de performanta detaliate in Cerintele Companiei si la Rata de Performanta Garantata mentionata in Oferta ("garantia Lucrarilor" sau „garantia CEF").</p> <p>16.2. Garantia CEF va include toate actiunile de remediere a Defectelor intr-o maniera profesionista si costurile asociate pentru Partile Componente, Materialele si piese de schimb ale acestora (inclusiv,</p>

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	transport, cheltuieli cu personalul si orice alte costuri necesare remedierii Defectelor).
16.3. The warranty period starts from the date of signing the Acceptance on Completion of Works minutes and lasts 24 (twenty-four) months (" Warranty Period ") from Commissioning. For some categories of Works (foundations and mounting structures, etc.), the warranty of the Works shall extend to the legal warranty periods provided by the Applicable Law.	16.3. Perioada de garantie incepe sa curga de la data semnarii Procesului Verbal de Receptie la Terminarea Lucrarilor si dureaza 24 (douazeci si patru) luni (" Perioada de Garantie ") de la Punerea in Functiune. Pentru unele categorii de Lucrari (fundatii si structuri de montare etc.), garantia Lucrarilor se va extinde la perioadele de garantie legala prevazuta de Legea Aplicabila.
16.4. During the Warranty Period, the Contractor shall remove/fix the PVPP Defects discovered during the warranty period, immediately after discovering them or being notified by the Company. The Parties expressly agree that, regarding Defects of Component Parts and Materials, the provisions of art. 1690 and art. 1709 of the Civil Code will not apply.	16.4. In timpul Perioadei de Garantie, Contractorul va inlatura/remedia Defectele CEF descoperite in perioada de garantie, imediat dupa ce le descopera sau ii sunt notificate de Companie. Partile convin expres ca, in privinta Defectelor Partilor Componente si Materialelor, prevederile art. 1.690 si art. 1.709 din Codul Civil nu se vor aplica.
16.5. Contractor shall remedy the Defects according to the requirements from Section III Technical Requirements / Specifications of Scope of Work and its Annexes unless otherwise agreed with the Company.	16.5. Contractorul va remedia Defectele in conformitate cu specificatiile din Sectiunea III Caiet de Sarcini si Anexele acesteia, cu exceptia cazului in care se convine altfel cu Compania.
16.6. Contractor shall discharge its obligations to remedy the Defects, at its own expense, primarily by:	16.6. Contractorul isi va indeplini obligatiile de remediere a Defectelor, pe cheltuiala proprie, in primul rând prin:
(i) removal and replacement of any Component Parts/Materials with spare parts from the Spare Parts Stock delivered to the Company within the Contractor's procurement obligations, such that the repair time is short and the operation of the PVPP is disrupted as little as possible possible;	(i) indepartarea si inlocuirea oricarei Parti Componente, a Materialelor cu piesele de schimb din Stocul de Piese de Schimb predat Companiei in cadrul obligatiilor de furnizare ale Contractorului, astfel încât durata de reparatie sa fie scurta si functionarea CEF sa fie perturbata cât mai putin posibil;
(ii) repairing or replacing defective Component Parts or Materials, installations or spare parts, or by exercising a similar warranty right or warranty claim against the distributor /	(ii) repararea sau inlocuirea Partilor Componente sau a Materialelor, instalatiilor sau pieselor de schimb defecte, sau prin exercitarea unui drept de garantie similar sau pretentii de garantie

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<p>supplier and/or manufacturer of those Components, Materials and/or spare parts , and</p> <p>(iii) if applicable, replenishing the Spare Parts Stock with the Materials, plant or spare part so repaired or replaced.</p>	<p>impotriva distribuitorului / furnizorului si/sau producatorului acelor Parti Componente, Materiale si/sau piese de schimb, si</p> <p>(iii) daca este cazul, completarea Stocului de piese de schimb cu Materialele, instalatia sau piesa de schimb astfel reparata sau inlocuita.</p>
<p>16.7. The Contractor shall not be relieved of its obligation to replenish the Spare Parts Stock on the grounds that the distributor/supplier or manufacturer of the Materials, plant or spare parts has refused to enforce the warranty or warranty claim.</p>	<p>16.7. Contractorul nu va fi exonerat de obligatia sa de a completa Stocul de Piese de Schimb de rezerva pe motiv ca distribuitorul/furnizorul sau producatorul Materialelor, instalatiilor sau pieselor de schimb a refuzat executarea garantiei sau a solicitarii de interventie in garantie.</p>
<p>16.8. In case of replacement, the defective Parts, Components and/or Materials will be replaced with others having the same technical (mechanical, electrical) and functional characteristics. For these Component Parts and/or Materials, the relevant product warranty period will start again from the time of installation.</p>	<p>16.8. In cazul inlocuirii, Partile Componentele si/sau Materialele defecte vor fi inlocuite cu altele având aceleasi caracteristici tehnice (mecanice, electrice) si functionale. Pentru aceste Parti Componente si/sau Materiale, perioada de garantie a produsului relevanta va incepe din nou din momentul instalarii.</p>
<p>16.9. If the Contractor does not start repairing the Defect within the time specified in Section III Technical Requirements / Specifications of Scope of Work and its Annexes, the Company may set a final date for the removal of that Defect. If the Contractor fails to remedy the Defect by this new cut-off date, the Company may, subject to written notice to the Contractor:</p> <p>(i) carry out such repairs itself or employ a third party for such repairs at the Contractor's expense; and</p> <p>(ii) if Contractor does not reimburse the costs incurred in remedying the Defects, the Company may deduct such amounts from the payments due to the Contractor according to the approved Payment Certificates or draw the Performance Guarantee for an amount equivalent to the cost of the repair, and, as the case may be,</p>	<p>16.9. In cazul in care Contractorul nu incepe repararea Defectului in conformitate cu Sectiunea III Caietul de Sarcini si Anexele acesteia, Compania poate stabili o data finala pentru eliminarea respectivului Defect. In cazul in care Contractorul nu reuseste sa repare Defectul pâna la aceasta data noua limita, Compania poate, cu conditia de a transmite o notificare scrisa Contractorului in acest sens:</p> <p>(i) sa efectueze ea insasi aceste reparatii sau sa angajeze un tert pentru astfel de reparatii, pe cheltuiala Contractorului; si</p> <p>(ii) in cazul in care Contractorul nu ramburseaza costurile angajate cu remedierea Defectelor, Compania poate deduce aceste sume din platile datorate Contractorului conform Certificatelor de Plata aprobate sau poate executa Garantia de Buna Executie pentru o suma echivalenta cu costul reparatiei, si, dupa caz,</p>

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(iii) if the Contractor refuses to remedy the Defects, to request the termination of the Contract under the terms of art. 20.1.	(iii) dacă Contractorul refuza să remedieze Defectele, să solicite rezilierea Contractului în condițiile art. 20.1.
16.10. Repair of a Defect by the Company in accordance with art. 16.9 or reimbursement of costs by the Contractor shall not relieve the Contractor of its warranty obligations under this article	16.10. Repararea unui Defect de către Companie în conformitate cu art. 16.9 sau rambursarea costurilor de către Contractor, nu exonerează Contractorul de obligațiile sale de garanție conform acestui articol.
16.11. When carrying out the repairs, the Contractor must comply with the requirements in force applicable in terms of safety, security HSSE and those for the operation and functioning of the Photovoltaic Power Plant imposed by the Applicable Law.	16.11. La efectuarea reparațiilor, Contractorul trebuie să respecte cerințele în vigoare aplicabile în materie de siguranță, securitate HSSE și cele de operare și funcționare a Centralei Electrice Fotovoltaice impuse de Legea Aplicabilă.
16.12. The Parties understand and agree that, during the Warranty Period, the Contractor is responsible for fulfilling the warranty obligations and for repairing or replacing any defective Component Parts, Materials, or parts under the manufacturer's warranties. If the manufacturer's warranties do not fully cover the repair or replacement of defective Components, Materials or parts, or if the manufacturer's warranty is inapplicable for any reason, the costs of repair or replacement shall be borne by the Contractor during the Warranty Period.	16.12. Partile înțeleg și convin că, în timpul Perioadei de Garanție, Contractorul este responsabil pentru îndeplinirea obligațiilor de garanție și pentru repararea sau înlocuirea oricărui Partii Componente, Materiale, sau piese defecte în cadrul garanțiilor de producător. În cazul în care garanțiile de producător nu acoperă în totalitate repararea sau înlocuirea Partii Componente, Materialelor sau pieselor defecte sau dacă garanția de producător este inaplicabilă din orice motiv, costurile reparațiilor sau înlocuirii vor fi suportate de Contractor în Perioada de Garanție.
16.13. Minimum product warranty	16.13. Garanția minimă de produs
16.13.1. Apart from the PVPP guarantee granted by Contractor in accordance with the above articles, the Contractor shall ensure that the Component Parts and Materials to be installed, assembled and integrated into the Works comply with the requirements regarding the minimum period of use/operation, as provided by the Applicable Law.	16.13.1. În afara garanției CEF acordate de Contractor conform articolelor de mai sus, Contractorul se va asigura că Partile Componente și Materialele, care urmează să fie instalate, montate și integrate în Lucrări, respectă cerințele privind perioada minimă de utilizare/funcționare, astfel cum sunt prevăzute de Legea Aplicabilă.
16.13.2. In addition, the Contractor shall obtain from the manufacturer or distributor guarantees for Defects of Component Parts and Materials, for a period at least equivalent to the minimum periods indicated in chapter 4.29 Warranties from Section III Technical Requirements / Specifications of Scope of Work ("product guarantee") and will transfer them to the Company pursuant to art. 11.3.	16.13.2. În plus, Contractorul va obține de la producător sau distribuitor garanții pentru Defectele Partilor Componente și Materialelor, pentru o durată cel puțin echivalentă cu perioadele minime indicate în capitolul 4.29 Garanții din Secțiunea III a Caietului de Sarcini – Cerințe/Specificații tehnice (" garanția produsului ") și le va transfera Companiei conform art. 11.3.

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<p>16.13.3. Without prejudice to the PVPP guarantees provided as per art. 16.3 herein above and the product warranty under this art. 16.13, the Contractor guarantees that the designed lifetime of the Photovoltaic Power Plant will be 25 years from the date of Acceptance on Completion of Works.</p>	<p>16.13.3. Fara a aduce atingere garantiei CEF furnizate in baza art. 16.3 de mai sus si garantiilor produsului potrivit acestui art. 16.13, Contractorul garanteaza ca durata de viata proiectata a Centralei Electrice Fotovoltaice, va fi de 25 de ani de la data Receptiei la Terminarea Lucrarilor.</p>
<p>16.14. Tests during the Warranty Period 16.14.1. The tests which will be conducted during the Warranty Period are provided in Section III Technical Requirements / Specifications of the Scope of Work and Annex M1. To it.</p> <p>16.14.2. The failure to achieve, during the measurements, the values guaranteed by the Contractor during the Warranty Period will trigger the consequences and sanctions provided in art. 17.4 and 13.6, as well as other consequences and sanctions which may follow from the Applicable Law.</p> <p>has context menu</p>	<p>16.14. Testele din Perioada de Garantie 16.14.1. Testele care vor fi efectuate in Perioada de Garantie sunt prevazute in Sectiunea III Cerinte/Specificatii tehnice a Caietului de Sarcini si Anexa M1 a acesteia.</p> <p>16.14.2. Neobtinerea, in timpul masuratorilor, a valorilor garantate de catre Contractor pe durata Perioadei de Garantie va avea consecintele si va conduce la aplicarea sanctiunilor prevazute in art. 17.4 si 13.6, precum si alte consecinte sau sanctiuni care ar putea rezulta din Legea Aplicabila.</p>
<p>17. CONTRACTOR'S LIABILITY</p>	<p>17. RASPUNDEREA CONTRACTORULUI</p>
<p>17.1. Custody of the Site</p> <p>17.1.1. The Contractor, from take-over/hand-over of the Site, assumes full responsibility for the custody of the Site, Works, Component Parts and Materials, until the signing of the Acceptance on Completion of Works minutes.</p> <p>17.1.2. The Contractor shall act promptly, at its own risk and expense, and with the diligence of a good professional, to replace, repair, remedy, and/or restore any part of the Site, the installation, the Works, and/or the Materials that have suffered destruction, damage, losses or damages, present Defects, or have disappeared from the Site, during the performance of the Contract.</p>	<p>17.1. Custodia Santierului</p> <p>17.1.1. Contractorul, de la data predarii Santierului, isi asuma intreaga responsabilitate pentru custodia Santierului, Lucrarilor, Partilor Componente si Materialelor, pâna la semnarea Procesului Verbal de Receptie la Terminarea Lucrarilor.</p> <p>17.1.2. Contractorul va actiona prompt, pe riscul si cheltuiuala sa, si cu diligența unui bun profesionist, la inlocuirea repararea, remedierea, si/sau restaurarea oricarei parti a Santierului, a instalatiei, a Lucrarilor si/sau a Materialelor care au suferit distrugerii, deteriorari, pierderi sau daune, prezinta Defecte, sau au disparut din Santier, pe durata de executare a Contractului.</p>

17.2. Contractor's Liability for Works, Materials and Services	17.2. Raspunderea Contractorului pentru Lucrari, Materiale si Servicii
<p>17.2.1. Contractor shall be liable, fully indemnify and hold harmless the Company for:</p> <ul style="list-style-type: none"> (i) any Defects, shortages, non-conformities, errors or omissions in the performance of the Works, the supply of the Component Parts and Materials and/or in the provision of Services; (ii) any breach of its obligations arising from or in connection with this Contract and/or the Applicable Law; (iii) any damage or losses caused to the Company by the Contractor, its Subcontractors and/or Contractor's Personnel in any way in performing the Contract; (iv) any damages or losses caused by the Contractor, through its acts or omissions, to any third party, including but not limited to any affiliate or partner of the Company; (v) any claims made in any way by third parties, including any Authority, against the Company, including for any amounts, costs, fines or penalties applied or imposed on the Company as a result of the Contractor's breach of its obligations arising from the Contract and /or from the Applicable Law or provided for in any Authorisation; 	<p>17.2.1. Contractorul va raspunde, va despagubi integral si, va exonera Compania de orice raspundere pentru:</p> <ul style="list-style-type: none"> (i) orice Defecte, lipsuri, neconformitati, erori sau omisiuni in executarea Lucrarilor, furnizarea Partilor Componente si a Materialelor si/sau in prestarea Serviciilor; (ii) orice incalcare a obligatiilor sale decurgând din sau in legatura cu prezentul Contract si/sau din Legea Aplicabila; (iii) orice prejudicii sau pierderi cauzate Companiei de Contractor, Subcontractorii si/sau Personalul acestuia in orice mod in executarea Contractului; (iv) orice prejudicii sau pierderi cauzate de Contractor, prin actele sau omisiunile sale, oricarui tert, inclusiv, dar fara limitare, oricarui afiliat sau partener al Companiei; (v) orice pretentii formulate in orice mod de terti, inclusiv de orice Autoritate, impotriva Companiei, inclusiv pentru orice sume, costuri, amenzi sau penalitati aplicate sau impuse Companiei ca urmare a incalcarii de catre Contractor a obligatiilor sale decurgând din Contract si/sau din Legea Aplicabila ori prevazute in orice Autorizatie;
<p>17.2.2. The Contractor shall be fully liable, shall immediately and fully compensate and hold harmless the Company for the damage caused to the life, bodily integrity and health of the Company's Personnel and the Contractor's Personnel, caused by the Contractor.</p>	<p>17.2.2. Contractorul va fi deplin raspunzator, va despagubi imediat si integral si va exonera Compania pentru prejudiciile aduse vietii, integritatii corporale si sanatatii Personalului Companiei si Personalului Contractorului, cauzate de Contractor.</p>
17.3. Third Party Claims	17.3. Pretentiile tertilor

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<p>17.3.1. The Contractor shall be liable, fully indemnify and hold harmless the Company from any liability for: (i) all claims by third parties, including by any Authority, for losses, damage (including any amounts, costs, fines or penalties applied or imposed on the Company) as a result of the Contractor's breach of its obligations under the Contract and/or the Applicable Law, and/or (ii) any property damage, death or injury resulting from performance of the Works and/or Services.</p> <p>17.3.2. The Contractor shall compensate the Company in full for the damages or losses suffered, for any amounts and costs imposed on the Company by way of sanction or otherwise (fines, penalties, remedial measures, etc.) based on the copy of the misdemeanour report/act issued by the Authority, sent by the Company to the Contractor. Any such amounts shall be deducted by the Company from the payment amounts stated in the Payment Certificates. These amounts can be collected by the Company also by enforcing the Good Performance Guarantee or in any other way mentioned in this Contract or conferred by the Applicable Law</p>	<p>17.3.1. Contractorul va raspunde, va despagubi integral si, va exonera Compania de orice raspundere pentru: (i) toate pretentiile tertilor, inclusiv ale oricarei Autoritati, pentru pierderi, daune (inclusiv orice sume, costuri, amenzi sau penalitati aplicate sau impuse Companiei) ca urmare a incalcarii de catre Contractor a obligatiilor sale decurgand din Contract si/sau din Legea Aplicabila, si/sau (ii) orice daune aduse proprietatii, deces sau vatamare rezultata din executarea Lucrarilor si/sau a Serviciilor.</p> <p>17.3.2. Contractorul va despagubi Compania integral pentru prejudiciile sau pierderile suferite, pentru orice sume si costuri impuse in sarcina Companiei cu titlu de sanctiune sau orice alt titlu (amenzi, penalitati, masuri de remediere etc.) in baza copieii procesului verbal de contravenție/actului emis de Autoritate, transmis de Companie Contractorului. Orice astfel de sume vor fi deduse de Companie din sumele de plata mentionate in Certificatele de Plata. Aceste sume pot fi incasate de Companie si prin executarea Garantiei de Buna Executie sau in orice alt mod prevazut in acest Contract sau conferit de Legea Aplicabila.</p>
<p>17.4. Guaranteed Performance Ratio</p> <p>17.4.1. If the PVPP fails to reach the Guaranteed Performance Ratio (the performance indicators) mentioned in the Offer in any calendar year (each year of the PVPP guarantee period), until of the end of each year, the Company shall be entitled to apply the penalties provided and calculated as per the formula from chapter 9 from Annex M.1 to Section III Technical Requirements / Specifications of Scope of Work</p>	<p>17.4. Rata de Performanta Garantata</p> <p>17.4.1. In cazul in care CEF nu indeplineste Rata de Performanta Garantata (indicatorii de performanta) mentionata in Oferta in oricare an calendaristic (fiecare an din perioada de garantie CEF) până la finalul a fiecarui an, Compania va avea dreptul sa aplice penalitatile prevazute si calculate conform formulei din capitolului 9 din Anexa M.1 la Sectiunea III Cerinte/Specificatii tehnice din Caietul de Sarcini</p>
<p>17.5. Penalties for deficient Guaranteed Performance Rate and/or installed capacity</p> <p>17.5.1. If the Guaranteed Performance Rate and/or installed capacity of PVPP is lower than the</p>	<p>17.5. Penalitati pentru neatingerea Ratei de Performante Garantata si/sau puterii/capacitatii instalate</p>

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<p>Guaranteed Performance Rate and/or installed capacity mentioned in the Offer, the Company shall apply an adjustment of the Contract Price as per the mechanism described in this specific appendix.</p>	<p>17.5.1. In cazul in care Rata de Performanta Garantata si/sau puterea/capacitatea instalata a CEF este inferioara Ratei de Performanta Garantata si/sau puterii/capacitatii instalate prevazute in Oferta, Compania va aplica o ajustare a Pretului Contractului conform mecanismului prevazut in aceasta anexa specifica.</p>
<p>17.6. Limitation of liability</p> <p>17.6.1. The total liability of the Contractor in connection with the performance of this Contract shall not exceed 100% of the Contract Price.</p> <p>17.6.2. The limitation of liability provided in the foregoing art. 17.6.1. does not apply:</p> <ul style="list-style-type: none"> (i) to payments made by the Contractor covered by insurance as per art. 19; (ii) to breach of the Contract caused with intent or due to gross negligence, by committing criminal acts, actions and/or inactions that affect the life, physical integrity or health of persons; (iii) damage caused by Contractor or Contractor's Personnel through its risky or harmful activities for the environment, and/or which cause or trigger environmental pollution in the course of, or because of, performance of the Works and the repair of Defects or the fulfillment of other contractual obligations of the Contractor. <p>17.6.3. In any of these cases, Contractor shall have full and unlimited liability for the damage and loss caused to the Company and/or any third parties.</p>	<p>17.6. Limitarea raspunderii</p> <p>17.6.1. Raspunderea totala a Contractorului in legatura cu executarea prezentului Contract nu va depasi 100% din Pretul Contractului.</p> <p>17.6.2. Limitarea raspunderii prevazuta in art. 17.6.1. nu se aplica:</p> <ul style="list-style-type: none"> (i) platilor efectuate de Contractor acoperite de asigurare conform art. 19; (ii) pentru nerespectarea Contractului cu intentie sau din neglijenta grava, prin comiterea unor fapte penale, actiuni si/sau inactiuni care aduc atingere vietii, integritatii fizice sau sanatatii persoanelor; (iii) daunelor cauzate de Contractor sau de Personalul Contractorului prin activitatile sale riscante sau daunatoare pentru mediu, sau care cauzeaza sau atrag poluarea mediului in cursul sau din cauza executarii Lucrarilor si a repararii Defectelor sau a indeplinirii altor obligatii contractuale ale Contractorului. <p>17.6.3. In oricare dintre aceste situatii, Contractorul va raspunde nelimitat si integral pentru daunele si pierderile cauzate Companiei si/sau tertilor.</p>

<p>17.7. Obligations and Joint Liability [applicable in the event of an association]</p> <p>17.7.1. Each member of the association comprising the Contractor hereby agrees that it will be jointly and severally liable to the Company (including for any damages, losses or costs) for any and all obligations stipulated in this Contract as well as for taking any action, actions or inactions, required to be taken in accordance with the provisions of the Contract and the Applicable Law.</p>	<p>17.7. Obligatii si raspundere solidara [se aplica in cazul unei asocieri]</p> <p>17.7.1. Fiecare membru al asocierii din care este format Contractorul, prin prezenta, agreeaza ca va raspunde solidar fata de Companie (inclusiv, pentru orice daune, pierderi sau costuri) pentru oricare si toate obligatiile stipulate in prezentul Contract precum si pentru luarea oricarei masuri, actiuni sau inactiuni, necesare a fi luate in conformitate cu prevederile Contractului si ale Legii Aplicabile.</p>
<p>17.7.2. If the Contractor does not comply with all his obligations under the Applicable Law including, without limitation, the Romanian Fiscal Code and its application rules, with subsequent amendments, and if, due to this non-compliance, the Romanian (tax) authorities impose additional fees, penalties and/or fines to the Company, the Company will have the right to recover all respective amounts imposed by the Romanian (fiscal) Authorities from the Contractor by deducting this/these amounts from subsequent payments due to the Contractor.</p>	<p>17.7.2. In cazul in care Contractorul nu isi respecta toate obligatiile in baza Legii Aplicabile incluzând, fara limitare, Codul Fiscal Român si normele de aplicare ale acestuia, cu modificarile ulterioare, si in cazul in care, din cauza acestei nerespectari, autoritatile (fiscale) române impun Companiei taxe suplimentare, penalitati si/sau amenzi, Compania va avea dreptul de a recupera toate sumele respective impuse de Autoritatile (fiscale) române de la Contractor prin deducerea acestei/acestor sume din platile ulterioare datorate Contractorului.</p>
<p>18. TAXES</p>	<p>18. TAXE</p>
<p>Tax clauses applicable in case of a Romanian resident Contractor</p> <p>18.1 In case the Romanian fiscal legislation shall change, any clause which shall impact one of the parties will be subject of re-negotiations between the parties in a 60 days term from the date of written notification made by either party. These clauses shall prevail from a tax perspective over any contradictory clause found within the documents governing the contractual relationship.</p>	<p>[A se pastra doar sectiunea relevanta, in functie de rezidenta fiscala a Contractorului cu care se va incheia contractul] Clauze de taxe aplicabile in cazul unui Contractor rezident in Romania</p> <p>18.1 In cazul in care legislatia fiscala romaneasca va fi modificata, orice clauza care va impacta una dintre parti va fi subiect de renegociere intre parti intr-un termen de 60 de zile de la data notificarii facute de una dintre parti. Aceste clauze vor prevala din perspectiva fiscala vis a vis de orice clauza contrara regasita in cadrul documentelor ce guverneaza relatia contractuala dintre parti.</p>

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18.2 All services invoices issued by the Contractor shall have attached proper justifying documents as a proof of the effective performance of the respective works and/or services.

18.3 The Contractor shall observe the relevant Romanian VAT and invoicing legislation, applicable to the operations covered by this Contract.

Where, in accordance with national tax legislation, any supplies performed under this contract may be zero rated and/or subject to the reverse charge mechanism, the Contractor undertakes to apply such provisions.

For the delivered goods, the Contractor shall indicate the 8-digit Combined Nomenclature code (NC code). Should the Contractor fail to observe these applicable legal provisions, the Company is entitled to refuse payment until the receipt from the Contractor of a correct and compliant invoice and/or to reclaim its financial loss.

18.4 If the Contractor does not fulfil all its obligations under the Law, including but not limited to the Romanian Fiscal Code and its application norms, as subsequently amended, and if, due to this non-compliance, the Romanian (tax) authorities impose on the Company additional taxes, penalties and/or fines, the Company shall have the right to recover any and all such amounts imposed by the Romanian (tax) authorities from the Supplier, including by deducting such amount(s) from subsequent payments due to Contractor.

18.5 The Contractor hereby declares and warrants that all Goods that will be supplied to the Company in accordance with this Contract have not been previously used being completely new.

18.2 Toate facturile de servicii emise de Contractor vor avea atașate documente justificative relevante pentru demonstrarea prestării efective a respectivelor lucrări și/sau servicii.

18.3 Contractorul va respecta prevederile legislației române privind TVA și facturarea, aplicabile operațiunilor ce fac obiectul acestui Contract.

În cazul în care, în conformitate cu prevederile legislației fiscale naționale, orice livrări/prestări efectuate în baza acestui contract pot fi scutite de TVA și/sau pot face obiectul mecanismului de taxare inversă Contractorul se obligă să aplice aceste prevederi.

Pentru bunurile livrate, Furnizorul va indica codul de Nomenclatură Combinată de 8 cifre (codul NC).

În cazul în care Contractorul nu respectă aceste prevederi legale, Compania este îndreptățită să refuze plata până la emiterea de către Contractor a unei facturi corecte și conforme și/sau să solicite despăgubiri.

18.4 În cazul în care Contractorul nu își îndeplinește toate obligațiile care îi revin în temeiul Legii, dar fără a se limita la Codul fiscal român și normele de aplicare ale acestuia, cu modificările și completările ulterioare, și dacă din cauza acestei nerespectări, autoritățile (fiscale) române impun Companiei taxe, penalități și/sau amenzi suplimentare, Compania va avea dreptul de a recupera de la Contractor toate aceste sume, inclusiv prin deducerea acestora din plățile viitoare datorate Contractorului.

18.5 Contractorul declară și garantează că toate Bunurile pe care le va livra Companiei în temeiul prezentului Contract nu au mai fost folosite anterior fiind complet noi.

În acest scop, Contractorul va remite Companiei la semnarea contractului o declarație pe proprie

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For this purpose, the Contractor will provide to the Company at signing date of the Contract a declaration attesting that all Goods which will be supplied based on this Contract are new, as per the declaration provided in Appendix no. 15 to the present Contract.

Tax clauses applicable in case of a nonresident

Contractor

18.1 In case the Romanian fiscal legislation shall change, any clause which shall impact one of the parties will be subject of re-negotiations between the parties in a 60 days term from the date of written notification made by either party.

These clauses shall prevail from a tax perspective over any contradictory clause found within the documents governing the contractual relationship.

18.2 All services invoices issued by the Contractor in relation to works performed and services provided shall have attached proper justifying documents as a proof of the effective performance of the respective works and/or services.

18.3 In the event that Contractor creates a Permanent Establishment according to the Romanian Fiscal Code provisions and Double Tax Treaty concluded between Romania and [please insert the Contractor's residence country], it shall be responsible to register the permanent establishment in Romania for profit and income tax purposes and to observe the specific tax rules. The Company shall not be liable to pay any tax resulting from non-observance by Contractor of the Permanent Establishment rules provided by the law.

raspundere a Contractorului care sa ateste ca Bunurile care vor fi livrate in baza acestui contract sunt noi, declaratia avand forma prevazuta in Anexa nr. 15 a prezentului Contract.

Clauze de taxe aplicabile in cazul unui Contractor nerezident

18.1 In cazul in care legislatia fiscala romaneasca va fi modificata, orice clauza care va impacta una dintre parti va fi subiect de renegociere intre parti intr-un termen de 60 de zile de la data notificarii facute de una dintre parti. Aceste clauze vor prevala din perspectiva fiscala vis a vis de orice clauza contrara regasita in cadrul documentelor ce guverneaza relatia contractuala dintre parti.

18.2 Toate facturile de servicii emise de Contractor privind lucrarile efectuate si serviciile prestate vor avea atașate documente justificative relevante pentru demonstrarea prestării efective a respectivelor lucrari si/sau servicii.

18.3 In cazul in care Contractorul va crea un sediu permanent conform prevederilor din Codul Fiscal Romanesc si Convenția de Evitare a Dublei Impuneri dintre România si [va rugam sa inserati tara de rezidenta a Contractorului], acesta este responsabil pentru înregistrarea sediului permanent in România pentru scopuri ce tin de impozitul pe profit si impozitul pe venit si trebuie sa respecte prevederile fiscale specifice. Compania nu va fi responsabila pentru plata niciunei taxe rezultând din nerespectarea de către Contractor a regulilor privind sediul permanent prevăzute de lege.

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18.4 Should the Contractor opt for the application of the provisions of the Double Tax Treaty concluded between Romania and [please insert the Contractor's residence country] ("the Double Tax Treaty"), the Contractor shall provide to the Company a fiscal residency certificate issued by the tax authorities in its country of residence in original, before the first payment is made to the Contractor.

By providing the fiscal residency certificate, the Contractor specifically confirms that it is entitled to claim the benefits under the Double Tax Treaty, as modified by the Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting (MLI), if the case, and it complies with all other necessary legal requirements and/or conditions for applying its benefits (e.g. object and purpose of the Double Tax Treaty, prevention of treaty abuse) regarding the incomes received or to be received from the Company, as well as the fact that it is the beneficial owner of these revenues.

The Contractor shall observe the following procedure for presenting the fiscal residency certificates:

- The fiscal residency certificates have to be provided by the Contractor on a yearly basis;
- In case the payment is due in the Romanian fiscal year following the one of issuing the invoice, the Contractor shall provide the Company an original fiscal residency certificate valid for the year when the payment is made, before the due date;

In case the Contractor is organized as a partnership/consortium/association or any other similar legal form, it shall provide to the Company together with the aforementioned fiscal residency certificate, the list of all partners and their participation percentages to the entity and the partner's/member's rights in income, as well as the corresponding percentages, for the entire amount (100%) obtained from Contractor. Based on it, the Company shall apply the provisions of the relevant Double Tax Treaty only

18.4 In cazul in care Contractorul opteaza pentru aplicarea prevederilor Conventiei de Evitare a Dublei Impuneri incheiate intre Romania si [va rugam sa inserati tara de rezidenta a Contractorului] („Conventia”), atunci acesta va transmite Companiei, in original, un certificat de rezidenta fiscala eliberat de către autoritatea fiscală din statul său de rezidență, in original, inainte ca prima plata sa fie efectuata catre Contractor.

Prin furnizarea certificatului de rezidenta fiscala, Contractorul confirma in mod expres ca are dreptul de a solicita aplicarea beneficiilor Conventiei, astfel cum a fost modificata de Convenția multilaterală pentru implementarea în cadrul tratatelor fiscale a măsurilor legate de prevenirea erodării bazei impozabile și a transferului profiturilor (MLI), daca este cazul, și respectă toate celelalte cerințe legale necesare și/sau condițiile de aplicare a beneficiilor acesteia (e.g., obiectul și scopul Conventiei; prevenirea utilizarii abuzive a tratatelor) cu privire la veniturile primite sau care urmează să fie primite de la Companiei, precum si faptul ca este beneficiarul efectiv al acestor venituri.

Contractorul va respecta urmatoarea procedura pentru prezentarea certificatului de rezidenta fiscala:

- Certificatul de rezidenta fiscala va trebui sa fie furnizat de catre Contractor anual;

- In cazul in care plata se datoreaza in anul fiscal romanesc ce urmeza anului emiterii facturii, Contractorul va transmite Companiei inainte de data scadenta un certificat de rezidenta fiscala original valabil pentru anul in care se efectueaza plata;

In cazul in care Contractorul este organizat ca si parteneriat/consortium/asociatie sau intr-o alta forma juridica similara, acesta va transmite Companiei impreuna cu certificatul de rezidenta fiscala mai sus mentionat, lista tuturor partenerilor si procentele lor de participare in entitate si drepturile partenerului/membrului in venituri, precum si procentele

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for those partners/members mentioned in the aforementioned fiscal residency certificate as tax residents in the respective country. If any of the partners is tax resident in other country than the residence country of the Contractor, the Contractor shall provide the applicable fiscal residency certificates for each partner concerned.

In case the Company receives an invoice issued by a Romanian branch/permanent establishment of the Contractor, then the Permanent Establishment / Romanian branch shall present to the Company a fiscal residency certificate attesting the residence of the Contractor's head office outside Romania and shall mention on the invoices its identification data and the identification data of its head-office outside Romania.

Failure to observe the above provisions shall give the right to the Company to apply the relevant withholding taxes as per Romanian legislation in force without giving to the Contractor any rights to request the refund from the Company of the amounts withheld. For the application of the provisions of the current paragraph the parties will understand through the term "Romanian fiscal year" the calendar year (1 January - 31 December). In case the relevant Romanian legislation will be changed and the Romanian fiscal year used by the Company will be different of calendar year, the Company shall inform the Contractor in writing in maximum 20 days from such a change.

All payments to the Contractor shall be made without set-off or counterclaim. If any deduction is required by law to be made from a payment hereunder, by way of tax, the Company shall deduct the withholding tax out of the amount stipulated on the corresponding invoice. In the event the Contractor, according to the provisions of the Romanian Fiscal Code and of the Romanian Fiscal Procedure Code, is required to obtain a fiscal identification code issued by Romanian tax authorities, the Contractor is solely responsible to

corespunzatoare, pentru intreaga suma (100%) obtinuta de la Contractor. Pe baza acesteia, Compania va aplica prevederile respectivei Conventii de Evitare a Dublei Impuneri doar pentru acei parteneri/membri mentionati in certificatul de rezidenta mai sus mentionat ca si rezidenti fiscali in respectiva tara. Daca unul din parteneri e rezident din punct de vedere fiscal in alta tara decat tara de rezidenta a Contractorului, Contractorul va transmite certificatul de rezidenta fiscala aplicabil pentru fiecare partener.

In cazul in care Compania primeste o factura emisa de o sucursala romaneasca / sediu permanent din Romania al Contractorului, atunci sucursala romaneasca / sediul permanent din Romania va prezenta Companiei un certificat de rezidenta fiscala atestand rezidenta fiscala a sediului central din afara Romaniei al Contractorului si va mentiona pe factura datele de identificare ale sale si ale sediului sau central din afara Romaniei.

Nerespectarea prevederilor de mai sus indreptateste Compania sa aplice impozitele la sursa relevante asa cum se specifica in legislatia romaneasca in vigoare fara a-i acorda Contractorului nici un drept sa solicite Companiei rambursarea sumelor retinute. In scopul aplicarii prevederilor acestui paragraf, partile vor intelege prin termenul de "an fiscal romanesc" anul calendaristic (cuprins intre 1 ianuarie si 31 decembrie). Daca legislatia romaneasca in domeniu se va schimba, si anul fiscal romanesc folosit de Companie va fi diferit de anul calendaristic, Compania va anunta Contractorul in scris in maximum 20 de zile de la aceasta schimbare. Toate platile catre Contractor vor fi efectuate fara compensatii sau alte revendicari. In cazul in care, conform legislatiei in vigoare, este necesara o deducere din aceasta plata, sub forma unui impozit, Compania va deduce impozitul retinut din suma stipulata in factura respectiva.

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obtain that fiscal identification code and to communicate it to the Company within a 60 days term since the Contract signing date. The Company shall not be liable to pay any tax/amounts resulting from non-observance by the Contractor of the specific rules on obtaining a fiscal identification code issued by Romanian tax authorities.

At the request of the Contractor, the Company shall provide in an 120 days term a certificate or any other form of documentary evidence issued by the relevant Romanian tax authorities which shall attest the payments made by the Company in respect of withholding taxes related to this Contract. The aforementioned term shall be calculated starting with the date when the Contractor provides to Company all the documents/information requested by the law in force and competent fiscal authorities.

Notwithstanding anything to the contrary under this Contract, the Company is not granted with the right to use any know-how belonging to the Contractor. The present Contract does not give to the Company the right to use any copyright of scientific work, including any patent, trademarks or other like property or rights, design model, plan, secret formula or process or any information concerning industrial, commercial or scientific experience belonging to the Contractor.

18.5 When issuing the invoice, the Contractor shall observe the relevant VAT legislation applicable to the operations covered by this Contract, namely:

- Execution of works (including but not limited to the regulations regarding the place of execution);
- The supply of services (including but not limited to the rules regarding the place of supply);
- The supply of goods (including but not limited to the rules regarding: supply of goods with installation

In cazul in care Contractorul este obligat, in conformitate cu prevederile Codului de Procedura Fiscala Roman si ale Codului Fiscal Roman, sa obtina un numar de identificare fiscala de la autoritatile fiscale romane, Contractorul este singurul responsabil sa obtina acest numar de identificare fiscala si sa il comunice Companiei in termen de 60 zile de la data semnarii Contractului. Compania nu este obligata la plata niciunei taxe/sume ce ar rezulta din nerespectarea de către Contractor a regulilor specifice privind obtinerea unui numar de identificare fiscala emis de catre autoritatile fiscale romane

La solicitarea Contractorului, Compania va transmite, intr-un termen de 120 de zile, un certificat sau alt document emis de autoritatile fiscale relevante din Romania, care sa ateste platile efectuate de Companie in ceea ce priveste impozitul retinut la sursa pe veniturile nerezidentilor, conform prezentului Contract. Termenul de 120 zile se va calcula incepand cu data la care Contractorul va trimite catre Companie toate documentele/informatiile solicitate de legislatia in vigoare si de autoritatile fiscale competente.

Indiferent de orice clauza contrara conform prezentului Contract, Compania nu are dreptul sa foloseasca nici un know-how detinut de Contractor. Prezentul contract nu acorda Companiei dreptul de utilizare a vreunei drept de autor asupra lucrarii stiintifice apartinand Contractorului, inclusiv orice brevet, marca inregistrata sau orice alte proprietati si drepturi similare, proiect sau model, plan, formula secreta sau proces sau orice alte informatii cu privire la experienta industriala, comerciala sau stiintifica a Contractorului.

18.5 La emiterea facturii, Contractorul va respecta prevederile legale privind TVA, aplicabile operațiunilor ce fac obiectul acestui Contract, si anume:

- Execuții de lucrări (incluzând dar fara a se limita la reglementările privind locul execuției);

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<p>and/or assembly; local supply / acquisition of goods; intra-community supply / acquisition of goods; export / import of goods).</p> <p>Where, in accordance with EU and/or national tax legislation, any supplies performed under this Contract may be zero rated and/or subject to the reverse charge mechanism, the Contractor undertakes to apply such provisions.</p> <p>In case a fixed establishment registered for VAT purposes exists or will be created in Romania, the Contractor shall notify the Company and the relevant Procurement Department from Company's structure for the goods and/or services to be delivered / provided for each contract/purchase order through this fixed establishment and shall observe the relevant Romanian invoicing and VAT legislation.</p> <p>Should the Contractor fail to observe these obligations, the Company shall have the right to refuse payment until the receipt from the Contractor of a correct and compliant invoice and/or to reclaim its financial loss.</p> <p>If the Contractor does not fulfil all its obligations under the Law, including but not limited to the Romanian Fiscal Code and its application norms, as subsequently amended, and if, due to this non-compliance, the Romanian (tax) authorities impose on the Company additional taxes, penalties and/or fines, the Company shall have the right to recover any and all such amounts imposed by the Romanian (tax) authorities from the Contractor, including by deducting such amount(s) from subsequent payments due to Contractor.</p>	<ul style="list-style-type: none"> - Prestări de servicii (incluzând dar fara a se limita la reglementările privind locul prestării); - Livrări de bunuri (incluzând dar fara a se limita la reglementările privind: livrările de bunuri cu instalare si/sau asamblare; livrările / achizițiile locale de bunuri; livrările / achizițiile intra-comunitare de bunuri; exportul / importul de bunuri). <p>In cazul in care, in conformitate cu prevederile legislatiei fiscale UE si/sau nationale, orice livrari/prestari efectuate in baza acestui Contract pot fi scutite de TVA si/sau pot face obiectul mecanismului de taxare inversa, Contractorul se obliga sa aplice aceste prevederi.</p> <p>In cazul in care exista sau se va crea un sediu fix in Romania, inregistrat pentru scopuri de TVA, Contractorul va notifica Compania si Departamentul Procurement relevant din structura Companiei in legatura cu bunurile si/sau serviciile ce urmeaza a fi livrate / prestate pentru fiecare contract/comanda in parte prin intermediul acestui sediu fix si va respecta legislatia romana privind facturarea si TVA.</p> <p>In cazul in care Contractorul nu respecta aceste prevederi legale, Compania este indreptatita sa refuze plata pana la emiterea de catre Contractor a unei facturi corecte si conforme si/sau sa solicite despagubiri.</p> <p>In cazul in care Contractorul nu isi indeplineste toate obligatiile care ii revin in temeiul Legii, dar fara a se limita la Codul fiscal român si normele de aplicare ale acestuia, cu modificarile si completarile ulterioare, si daca din cauza acestei nerespectari, autoritatile (fiscale) romane impun Companiei taxe, penalitati si/sau amenzi suplimentare, Compania va avea dreptul de a recupera de la Contractor toate aceste sume, inclusiv prin deducerea acestora din platile viitoare datorate Contractorului.</p>
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18.6 For Intrastat purposes with respect to goods of EU origin or goods which are in free circulation, the Contractor shall indicate on the delivery documents and/or invoices the following: the 8 digit Combined Nomenclature code (CN code), the country of origin, net mass (expressed in kilograms) as well as the unit price at product level. It is Contractor's task to review all documents (in particular invoices) regarding compliance with Intrastat regulations on an ongoing basis and arranging corrections of these documents. For Customs purposes, Contractor shall carry out the import/export customs procedures, bear the costs for customs handling and pay all import duties (e.g. import tax etc.). Contractor is solely responsible vis-à-vis Customs Administration for all customs formalities, payment of all taxes and duties relating from importation of its own materials, equipment, spare parts etc. necessary for the proper execution of the Contract and shall be responsible for, indemnify and hold harmless the Company against any claims suffered through the Contractor's breach of these requirements.

In pursuance of the aforesaid, the price offered by Contractor and mentioned in the Contract shall always be deemed to include taxes due by the Company and its personnel. In consequence thereof, the Supplier shall expressly waive any claim for additional costs for such reason.

The Contractor shall ensure that all imported goods/materials intended to be rented, hired or purchased by Company, in fulfilment of this Contract are imported/exported and documented to enable maximum advantage to be taken of such relieves as offered by specific legislation.

The Company may assist the Contractor (without any commitment on its part) with the importation/exportation of goods/materials using the Company's permits, licences and facilities.

18.6 În scopuri Intrastat în ceea ce privește produsele de origine UE sau de mărfuri aflate în libera circulație în UE, Contractorul are obligația să indice pe documentele de livrare și/sau facturi următoarele: codul din Nomenclatura Combinată de 8 cifre (codul NC), țara de origine, masa netă (exprimată în kilograme) precum și prețul unitar la nivel de produs. Este sarcina Contractorului să revizuiască în mod continuu documentele (în special facturi) în ceea ce privește respectarea reglementărilor Intrastat și să se ocupe de corectarea acestora.

În scopuri vamale, Contractorul va efectua procedurile vamale de import / export, va suporta costurile pentru serviciile vamale de manipulare și va plăti toate taxele de import. Contractorul este singurul responsabil vis-à-vis de Administrația Vamală pentru toate formalitățile vamale, plata tuturor taxelor și impozitelor aferente de la importul de materiale proprii, echipamente, piese de schimb etc. necesare pentru executarea corespunzătoare a Contractului și va despăgubi și exonera Compania împotriva oricăror pretenții suferite prin încălcarea acestor cerințe de către Contractor.

În conformitate cu cele de mai sus, se consideră întotdeauna prețul oferit de Contractor și menționat în Contract include taxele datorate de Companie și personalul acestuia. În consecință, Contractorul renunță în mod expres orice cerere de costuri suplimentare pentru un astfel de motiv.

Contractorul se va asigura că toate bunurile / materialele importate destinate a fi închiriate sau achiziționate de către Companie, în îndeplinirea acestui Contract sunt importate / exportate și documentate pentru a permite avantaj maxim dacă este oferit de legislația specifică.

Compania poate ajuta Contractorul (fără nici un angajament din partea Companiei) cu importul / exportul de bunuri / materiale folosind permisele, licențele și locațiile Companiei.

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<p>18.7 The Contractor hereby declares and warrants that all Goods that will be supplied to the Company in accordance with this Contract have not been previously used being completely new. For this purpose, the Contractor will provide to the Company at signing date of the Contract a declaration attesting that all Goods which will be supplied based on this Contract are new, as per the declaration provided in Appendix no. 15 to the present Contract.</p>	<p>18.7 Contractorul declara si garanteaza ca toate Bunurile pe care le va livra Companiei in temeiul prezentului Contract nu au mai fost folosite anterior fiind complet noi. In acest scop, Contractorul va remite Companiei la semnarea Contractului o declaratie pe proprie raspundere a Contractorului care sa ateste ca Bunurile care vor fi livrate in baza acestui Contract sunt noi, declaratia avand forma prevazuta in Anexa nr. 15 a prezentului Contract</p>
<p>19. INSURANCE</p>	<p>19. ASIGURARI</p>
<p>19.1. General Provisions</p> <p>19.1.1. In accordance with the risks allocation within the Contract, the Parties shall purchase and shall maintain valid during the entire Contract validity period, on their own name and at their own expenses the required insurance policies as stated below under art. 19.2 (Required Insurance Policies).</p> <p>19.2. Required Insurance Policies</p> <p>19.2.1. Beneficiaries insurance policies: Not applicable.</p> <p>19.2.2. Contractor's insurance policies: 19.2.2.1. The Contractor shall purchase in the name of both Parties and at its expense an "Erection All Risk & Contractors All Risk" (EAR & CAR) insurance policy valid from the beginning of the project's onsite execution until Beneficiary's receipt including commissioning, start-up and testing procedures. This EAR/CAR insurance policy shall cover as insured the Contractor, the Company and all companies involved in the realization of the project; shall cover losses or damages arising out of defective design, materials or workmanship; will be in force for the entire period of the project's onsite execution plus</p>	<p>19.1. Prevederi Generale</p> <p>19.1.1. In conformitate cu alocarea riscurilor in cadrul Contractului, Partile vor achizitiona si vor mentine in vigoare pe intreaga durata de valabilitate a contractului, pe cont propriu si pe cheltuiala proprie, politele de asigurare necesare, astfel cum sunt enuntate in art. 19.2 (Polite de asigurare necesare).</p> <p>19.2. Polite de asigurare necesare</p> <p>19.2.1. Asigurari in sarcina Companiei: Nu sunt aplicabile.</p> <p>19.2.2. Asigurari in sarcina Contractorului: 19.2.2.1. Contractorul va achizitiona in numele ambelor parti si pe cheltuiala sa o polita de asigurare de Constructii Montaj (EAR/CAR) valabila incepand cu data inceperii executiei proiectului pe santier pana la receptia Beneficiarului, inclusiv pregatirea de punere in functiune, punerea in functiune si procedurile de testare. Aceasta polita va asigura Contractorul, Compania si toate companiile implicate in realizarea proiectului; va acoperi pierderile sau daunele cauzate de defecte de design, materiale sau erori de executie; va fi in vigoare</p>

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<p>an extended maintenance /defects discovery period.</p> <p>19.2.2.2 A Thrid Party Liability insurance for a limit of not less than EUR 500,000 per occurrence for property damages and bodily injuries including Employer's Liability.</p> <p>19.3. Final provisions</p> <p>19.3.1. The Company reserves the right to accept or reject the proposed insurance company by the Contractor in accordance with the minimum solvency indicators imposed by Financial Supervisory Authority.</p> <p>19.3.2. The Company reserves the right to check, ask for clarifications and accept or request adjustments of the insurance documents in compliance with the present Contract. Contractor's unjustified non-compliance with Company's requirements represents breach of an Essential Obligation of the Contract.</p> <p>19.3.3. The Contractor will obtain in first instance Company's acceptance upon any change to its insurance.</p> <p>19.3.4. Upon occurrence of an incident, the Contractor shall comply with all its legal obligations as well as with the obligations asumed in the insurance contract.</p>	<p>pe intreaga perioada de executie pe santier a proiectului plus o perioada de descoperire a defectelor.</p> <p>19.2.2.2 Asigurare de Raspundere Civila Fata de Terti pentru o limita de minim 500,000 EUR pe eveniment pentru daune materiale si vatamari corporale, inclusiv Raspunderea Civila a Angajatorului.</p> <p>19.3. Prevederi finale</p> <p>19.3.1. Compania isi rezerva dreptul de a accepta sau refuza compania de asigurari propusa de catre Contractor, in conformitate cu indicatorii minimi de solvabilitate impusi de catre Autoritatea de Supraveghere Financiara.</p> <p>19.3.2. Beneficiarul isi rezerva dreptul sa verifice, sa solicite clarificari si sa accepte sau sa solicite ajustari ale documentelor de asigurare in conformitate cu prezentul Contract. Neconformarea nejustificata a Contractorului cu solicitarile Beneficiarului reprezinta incalcarea unei Obligatii Esentiale din Contract.</p> <p>19.3.3. Contractorul va obtine in prealabil acceptul Companiei in privinta oricarei modificari ale asigurarii sale.</p> <p>19.3.4. La producerea unui incident, Contractorul se va conforma cu obligatiile sale legale precum si cu cele asumate prin contractul de asigurare.</p>
<p>20. CONTRACT TERMINATION</p>	<p>20. INCETAREA CONTRACTULUI</p>
<p>20.1. Termination by Company</p> <p>20.1.1. Without prejudice to other remedies to which the Company is entitled under the Contract, the Company, by a reasoned notice of termination sent to the Contractor at least [15 Days] before the date of</p>	<p>20.1. Rezilierea de catre Companie</p> <p>20.1.1. Fara a aduce atingere altor remedii la care Compania este indreptatita potrivit Contractului, Compania, printr-o notificare de reziliere motivata transmisa catre Contractor cu cel putin [15 Zile] inainte</p>

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<p>termination, is entitled to terminate the Contract in any of the following situations:</p> <p>(i) Contractor does not perform the Works / Services / supply of the equipments pursuant to the Contract (including, pursuant to the Company Requirements, the requirements of Company's Documents, etc.);</p> <p>(ii) Contractor does not meet the interim deadlines as part of the Performance Period and the Completion Date;</p> <p>(iii) Contractor, apart from the situations permitted hereunder, does not start the Works on the Commencement Date or abandons the performance of Works and does not cure this breach within a maximum of [5 Days] from receipt of a written notice from Company;</p> <p>(iv) The Contractor assigns the Contract without the prior written consent of the Company or subcontracts without the express consent of the Company;</p> <p>(v) The Contractor does not conclude or maintain in force the Performance Guarantee or the insurance provided in art. 19 [Insurance] or in any way violates the provisions of Article 13 [Performance Guarantee];</p> <p>(vi) The Contractor does not constitute and does not provide the Company with the Advance Guarantee, as per Article 15.4;</p> <p>(vii) The Contractor does not provide or provides late to the Company, or does not maintain valid its own insurance policies and those of its Subcontractors, as per the Contract;</p> <p>(viii) The Contractor does not remedy the Defects in the Works, Materials (including the Works in the Remedial List referred to in art. 10.2</p>	<p>de data rezilierii, este îndreptăţită să rezilieze Contractul în oricare din următoarele situații:</p> <p>(i) Contractorul nu execută Lucrarile / prestează Serviciile/ furnizează echipamentele conform prevederilor Contractului (inclusiv, conform Cerintelor Companiei, cerintelor din Documentele Companiei etc.);</p> <p>(ii) Contractorul nu respectă termenele intermediare din Durata de Executie și Data de Finalizare a Lucrarilor;</p> <p>(iii) Contractorul, în afara situațiilor permise în prezentul Contract, nu începe Lucrarile la Data de Începere, renunță la executarea Lucrarilor și nu remediază această încălcare în maximum [5 Zile] de la primirea unei notificări scrise din partea Companiei;</p> <p>(iv) Contractorul cedează Contractul fără acordul scris prealabil al Companiei sau subcontractează fără acordul expres al Companiei;</p> <p>(v) Contractorul nu încheie sau nu menține în vigoare Garanția de Buna Executie sau asigurările prevăzute în art. 19 [Asigurări] sau încalcă în orice fel prevederile din art. 13 [Garanția de Buna-Executie];</p> <p>(vi) Contractorul nu constituie și nu furnizează Companiei Garanția Avansului, conform art. 15.4;</p> <p>(vii) Contractorul nu furnizează sau furnizează cu întârziere Companiei, sau nu menține valabile polițele proprii de asigurare și cele ale Subcontractorilor săi, conform prevederilor Contractului;</p> <p>(viii) Contractorul nu remediază Defectele Lucrarilor, Materialelor (inclusiv ale Lucrarilor din Lista de</p>
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<p>(ix) [Acceptance on Completion of Works]), until the date of Receipt at Completion of Works; the Contractor does not Acceptance on Completion of the Works is not carried out by the Contractor by the Works Completion Date;</p> <p>(x) Contractor does not ensure the Guaranteed Performance Rate at the Acceptance on Completion of Works as per Article 10.2;</p> <p>(xi) Contractor does not ensure the Guaranteed Performance Rate in each year of the Warranty Period, and/or at Final Acceptance as per Article 10.4 [Final Acceptance];</p> <p>(xii) Contractor becomes bankrupt, enters into liquidation proceedings or any other event which, having a similar effect to the termination of the Contractor's activity, and as per the Applicable Law, causes the termination hereof;</p> <p>(xiii) Contractor does not comply with any of the obligations set forth in the Company's Code of Conduct in Appendix no. 5 the Contract;</p> <p>(xiv) the penalties applied by the Company to the Contractor in accordance with the Contract reach a percentage of [10%] of the Contract Price;</p> <p>(xv) Contractor breaches or fails to comply with any of its obligations set out in the Contract, including if it fails to comply with the requirements/conditions of a notice issued by the Company, within the reasonable period set out in such notice;</p> <p>(xvi) any other situations mentioned in the Contract that may cause the Company to terminate the Contract.</p> <p>20.1.2. The Company will have the right to request the termination of the Contract in the situations of art.</p>	<p>remediere mentionate in art.10.2 [Receptia la Terminarea Lucrarilor]), pâna la data Receptiei la Terminarea Lucrarilor;</p> <p>(ix) Receptia la Terminarea Lucrarilor nu este efectuata de Contractor pâna la Data de Finalizare a Lucrarilor;</p> <p>(x) Contractorul nu asigura Rata de Performanta Garantata la Receptia la Terminarea Lucrarilor conform art. 10.2;</p> <p>(xi) Contractorul nu asigura Rata de Performanta Garantata in fiecare an din Perioada de Garantie a CEF si/sau la Receptia Finala conform art. 10.4 [Receptia Finala];</p> <p>(xii) Contractorul devine falit, intra in procedura de lichidare sau orice alt eveniment care, are un efect similar de incetare a activitatii Contractorului, si conform Legii Aplicable, atrage incetarea Contractului;</p> <p>(xiii) Contractorul nu isi respecta vreuna dintre obligatiile prevazute in Codul de Conduita al Companiei atasat in Anexa nr. 5 la Contract;</p> <p>(xiv) penalitatile aplicate de Companie Contractorului conform Contractului ating un procent de [10%] din Pretul Contractului;</p> <p>(xv) Contractorul incalca sau nu isi respecta oricare dintre obligatiile prevazute in Contract, inclusiv daca nu respecta cerintele/conditiile unei notificari emise de Companie, in termenul rezonabil stabilit in aceasta notificare;</p> <p>(xvi) orice alte situatii mentionate in Contract care pot atrage rezilierea de catre Companie a Contractului.</p> <p>20.1.2. Compania va avea dreptul sa ceara rezilierea Contractului in situatiile de la art. 20.1.1. de mai sus atat</p>
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<p>20.1.1. both in the situation where the Contractor personally violates these obligations, and when, as the case may be, one of its Subcontractors acts in violation of these obligations.</p> <p>20.1.3. In any of these situations, the Contract will automatically terminate, without prior notice, delay, court decision, arbitral award or any other formalities, on the 16th Day after the Contractor receives the termination notice issued by the Company.</p>	<p>in situatia in care Contractorul incalca personal aceste obligatii, cat si atunci când, dupa caz, un Subcontractor al acestuia incalca aceste obligatii.</p> <p>20.1.3. In oricare din aceste situatii, Contractul va inceta de plin drept, fara notificare prealabila, punere in întârziere, hotarare judecatoreasca, sentinta arbitrara sau orice alte formalitati, in a 16-a Zi de la primirea de catre Contractor a notificarii de reziliere emisa de Companie.</p>
<p>20.2. Termination by Contractor</p> <p>20.2.1. Contractor is entitled to terminate the Contract, by a reasoned notice of termination given to the Company [15 Days] before the date of termination, in any of the following situations:</p> <ul style="list-style-type: none"> (i) the Company, unjustifiably, does not grant the Contractor access to the Site within the term stipulated in art. 6.4.1.; (ii) if the Contractor does not receive, in full, a payment due according to the Contract, within [120 Days] of the expiration of the invoice payment term provided for in art. 15.9 [Invoicing and payment] (iii) performance of all Works / Services / supply of the equipments is suspended at the Company's initiative for more than [120 Days], and the suspension is not caused by the Contractor's failure to 124ina c any of its obligations according to the Contract nor of any risk in the responsibility of the Contractor; <p>20.2.2. In any of these situations, the Contract will terminate by prior notice, without notice of default (in Romanian <i>punere in intarziere</i>) delay, court decision, arbitration award or any other formalities, on the 16th</p>	<p>20.2. Rezilierea de catre Contractor</p> <p>20.2.1. Contractorul, printr-o notificare de reziliere motivata si transmisa catre Companie cu [15 Zile] inainte de data rezilierii, este indreptatit sa rezilieze Contractul in oricare din urmatoarele situatii:</p> <ul style="list-style-type: none"> (i) Compania, in mod nejustificat, nu acorda Contractorului acces pe Santier in termenul prevazut la art. 6.4.1.; (ii) daca Contractorul nu primeste, integral, o plata datorata conform Contractului, in termen de [120 Zile] de la expirarea termenului prevazut la art. 15.9 [Facturare si plata]; (iii) executia tuturor Lucrarilor / Serviciilor /livrarilor de echipamente este suspendata la initiativa Companiei pentru mai mult de [120 de Zile], iar suspendarea nu este cauzata de neindeplinirea de catre Contractor a vreuneia dintre obligatiile sale potrivit Contractului si nici de vreun risc in responsabilitatea Contractorului; <p>20.2.2. In oricare din aceste situatii, Contractul va inceta pe baza de notificare prealabila, fara punere in intarziere, si fara hotarare judecatoreasca, sentinta arbitrara sau orice alte formalitati, in a 16-a Zi de la</p>

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<p>day after the Company has received the notice of termination from Contractor</p>	<p>primirea de catre Companie a notificarii de reziliere din partea Contractorului.</p>
<p>20.3. Consequences of termination of the Contract by Company</p> <p>20.3.1. In case of termination of the Contract by the Company as per art. 20.1, from the date of termination, the Contractor shall immediately take measures to complete the Works and /or Services promptly and in an orderly manner and to reduce expenses to a minimum.</p> <p>20.3.2. The Contractor shall leave the Site and shall hand over to the Company all Works, Materials and Stock of spare parts, all the Contractor's Documents, as well as any other property belonging to the Company, and shall ensure (including ensuring their transport, storage or removal on or from the Site), removal of the Contractor's Equipment from the Site, unless the Company reserves the right to take over the contracts regarding the Equipment for the continuation of the Works on its own account pursuant to art. 20.5.3 (in which case the Contractor will not withdraw the Equipment from the Site).</p> <p>20.3.3. The risks on the Site are transferred from the Contractor to the Company from the date of the effective handover of the Site, ascertained by a verbal process of restitution of the Site.</p> <p>20.3.4. From the date of issuing the notice of termination and until the expiry of the term mentioned in art. 20.3.5, the Contractor shall not withdraw any of the Contractor's Equipment from the Site, without the prior consent of the Company. The Contractor shall not withdraw any Materials, the Contractor's Personnel, or the Contractor's Equipment, if the Company chooses to continue the conduct of Works as per art. 20.3.5.</p>	<p>20.3. Consecintele rezilierii Contractului de catre Companie</p> <p>20.3.1. In cazul rezilierii Contractului de catre Companie as per art. 20.1, de la data rezilierii, Contractorul va lua imediat masuri pentru a incheia Lucrarile si/sau Serviciile prompt si ordonat si pentru a reduce cheltuielile la minimum.</p> <p>20.3.2. Contractorul va parasii Santierul si va preda Companiei toate Lucrarile, Materialele si Stocul de piese de schimb, toate Documentele Contractorului, precum si orice alte bunuri aflate in proprietatea Companiei si va asigura (asigurând inclusiv transportul, depozitarea sau inlaturarea lor pe sau respectiv de pe Santier) eliminarea Echipamentelor Contractorului din Santier, cu exceptia cazului in care Compania isi rezerva dreptul de a prelua contractele privind Echipamentele pentru continuarea pe cont propriu a Lucrarilor conform art. 20.3.5 (caz in care Contractorul nu va retrage Echipamentele din Santier).</p> <p>20.3.3. Riscurile asupra Santierului se transfera de la Contractor la Companie de la data predarii efective a Santierului constatata printr-un proces verbal de restituire a Santierului.</p> <p>20.3.4. De la data emiterii notificarii de reziliere si pâna la data expirarea termenului mentionat in art. 20.3.5, Contractorul nu va retrage de pe Santier niciun Echipament al Contractorului, fara acceptul prealabil al Companiei. Contractorul nu va retrage niciun fel de Materiale, Personalul Contractorului si nici Echipamentele Contractorului, daca Compania va alege sa continue executarea Lucrarilor conform art. 20.3.5.</p>

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<p>20.3.5. In case of termination of the Contract, the Company may decide to continue the execution and completion of the Works at its own risk, by taking over the contracts with the Contractor's Subcontractors and suppliers. In this case, within [5 Days] from the date of termination, the Company will send the Contractor a notification regarding the request for the assignment by the Contractor to the Company of all the contracts concluded by the Contractor for the performance of the Works, the purchase of Materials, the Contractor's Equipment and/or the Subcontractors.</p> <p>20.3.6. The Contractor will assign/transfer to the Company all relevant contracts immediately after receiving the Company's notification in this regard, undertaking to carry out all the steps, to undertake all the measures required (including the signing of the acts/documents necessary for the assignment/transfer of the contracts, including with the Subcontractors, of the Materials procured but not integrated into the Works and/or Contractor's Equipment, as applicable) for the valid transfer of these contracts to the Company.</p> <p>20.3.7. By signing the contract transfer documents with the Subcontractors, the Company will take over all commitments and payments/costs resulting from the contracts taken over. In this case, the Parties will agree on a plan of activities and a schedule for the transfer of activities, Works, Materials and/or Contractor's Equipment relating to the project and necessary for the performance and completion of the Works.</p> <p>20.3.8. Termination of the Contract will not affect the Contractor's right to payment of: (i) the amounts due and certified for payment according to the Payment Certificates approved by the Company before the date</p>	<p>20.3.5. In cazul rezilierii Contractului, Compania poate decide continuarea executarii si finalizarii Lucrarilor pe riscul acesteia, prin preluarea contractelor cu Subcontractorii si furnizorii Contractorului. In acest caz, in termen de [5 Zile] de la data rezilierii, Compania va transmite Contractorului o notificare prin care ii solicita Contractorului cesionarea catre Companie a tuturor contractelor incheiate de Contractor pentru executarea Lucrarilor, achizitia Materialelor, privind Echipamentele Contractorului si/sau Subcontractorii.</p> <p>20.3.6. Contractorul va ceda/transfera catre Companie toate contractele relevante imediat dupa primirea notificarii Companiei in acest sens, obligându-se sa efectueze toate demersurile, sa intreprinda toate masurile necesare (inclusiv, semnarea actelor/documentelor necesare pentru cesiunea/transferul contractelor, inclusiv cu Subcontractorii, a/al Materialelor procurate dar neintegrate in Lucrari si/sau a/al Echipamentelor Contractorului, dupa caz) pentru transferul valabil al acestor contracte catre Companie.</p> <p>20.3.7. Prin semnarea actelor de transfer al contractelor cu Subcontractorii, Compania va prelua toate angajamentele si platile/ costurile rezultate din contractele preluate. In acest caz, Partile vor agreea un plan de activitati si un program de transfer al activitatilor, Lucrarilor, Materialelor si/sau al Echipamentelor Contractorului alocate/alocati proiectului si necesare/necesari executarii si finalizarii Lucrarilor.</p> <p>20.3.8. Rezilierea Contractului nu va afecta dreptul Contractorului la plata: (i) sumelor datorate si certificate la plata conform Certificatelor de Plata aprobate de Companie inainte de data rezilierii, si (ii) valorii</p>
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<p>of termination, and (ii) the value of the Works executed and the Materials integrated into the Works certified by a Payment Certificate according to the procedure in the Contract. The Contractor will not be entitled to payment for: (i) Works not fully performed or Materials merely ordered, but not paid for, or (ii) Materials that the Company will purchase directly by taking over contracts with the Subcontractors/suppliers.</p> <p>20.3.9. In the event of termination in accordance with art. 20.1, the Company will be entitled to recover from the Contractor any damage and loss suffered, as per art. 17.5. In this case, the Company will be entitled to enforce both the Performance Guarantee and the Advance Guarantee to cover any damages, losses or costs.</p>	<p>Lucrarilor executate si Materialelor integrate in Lucrari certificate printr-un Certificat de Plata conform procedurii din Contract. Contractorul nu va fi indreptatit la plata: (i) Lucrarilor neexecutate integral sau a unor Materiale doar comandate, dar neachitate, sau (ii) a Materialelor pe care Compania le va achita direct prin preluarea contractelor cu Subcontractorii/furnizorii.</p> <p>20.3.9. In cazul rezilierii in conformitate cu conform art. 20.1, Compania va fi indreptatita sa recupereze de la Contractor orice dauna si pierdere suferita, in conditiile art. 17.5. In acest caz, Compania va avea dreptul sa execute atât Garantia de Buna Executie, cât si Garantia Avansului pentru acoperirea oricaror daune, pierderi sau costuri.</p>
<p>20.4. Consequences of termination of the Contract by the Contractor</p> <p>20.4.1. In case of termination hereof by the Contractor as per art. 20.2, the Contractor's obligation to perform the Works and the Contractor's liability for delays in completing the Works shall cease immediately on the date of termination. Termination of the Contract will not affect the rights and obligations acquired or due as at and up to the date of termination.</p> <p>20.4.2. The provisions and obligations of the Contractor referred to at art. 20.3.1, 20.3.2 and 19.3.5 shall also apply accordingly in the event of termination of the Contract by the Contractor.</p> <p>20.4.3. In case of termination of the Contract by the Contractor, the Company: (i) will return/release the Performance Guarantee to the Contractor (unless the Company still has various sums to recover from the Contractor pursuant to the Contract), (ii) will pay the amounts due to the Contractor for the Works</p>	<p>20.4. Consecintele rezilierii Contractului de catre Contractor</p> <p>20.4.1. In cazul rezilierii Contractului de catre Contractor conform art. 20.2, obligatia Contractorului de a executa Lucrarile si raspunderea Contractorului pentru întârzieri in finalizarea Lucrarilor vor inceta imediat la data rezilierii. Rezilierea Contractului nu va afecta drepturile si obligatiile dobândite sau scadente la sau pana la data rezilierii.</p> <p>20.4.2. Prevederile si obligatiile Contractorului mentionate in art. 20.3.1, 20.3.2 si 20.3.5 se vor aplica in mod corespunzator si in cazul rezilierii Contractului de catre Contractor.</p> <p>20.4.3. In cazul rezilierii Contractului de catre Contractor, Compania: (i) va restitui/elibera Contractorului Garantia de Buna Executie (cu exceptia cazului in care Compania mai are de recuperat de la Contractor diverse sume conform Contractului), (ii) va plati Contractorului sumele datorate pentru Lucrarile</p>

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<p>performed and Materials supplied on the Site, and (ii) will pay to Contractor any late payment penalties agreed in the Contract.</p> <p>20.4.4. In the case of termination in accordance with art. 19.2, the Company will be entitled to recover from the Contractor only the direct damages certified by the Contractor together with the Company, or as the case may be, confirmed by a court ruling issued by the competent courts.</p>	<p>executate si Materiale furnizate in Santier, si (ii) ii va achita Contractorului orice penalitati de întârziere la plata sumelor restante agreate prin Contract.</p> <p>20.4.4. In cazul rezilierii in conformitate cu conform art. 20.2, Compania va fi indreptatita sa recupereze de la Contractor doar prejudiciile directe certificate de Contractor impreuna cu Compania, sau dupa caz, confirmate printr-o hotarare judecatoreasca emisa de instanțele competente.</p>
<p>20.5 Termination for convenience</p> <p>Notwithstanding anything to the contrary in this Contract, the Company shall have the right, at any time and without any reasons, to terminate this Contract for convenience based on a written termination notice sent to the Contractor at least 30 Days before the envisaged date of termination. Company shall compensate Contractor for the Materials supplied and Works / Services / supply of the equipments executed by the termination date hereof. The Contractor shall be compensated on a pro rata basis for Materials supplied and Works / Services / supply of the equipments executed, as per the agreed terms of payment. If Company terminates the Contract in part or in whole, Contractor shall not be entitled to raise any claims – in particular for damages – other than the respective compensation. The Contractor shall take all the necessary measures for the conservation, preservation and protection of the works completed up to the date of termination notice, in accordance with a program agreed with the Company.</p>	<p>20.5 Denuntarea unilaterala</p> <p>Fara a lua in considerare nimic contrar din prezentul Contract, Compania va avea dreptul, oricand si fara nici un motiv, de a denunta unilateral prezentul Contract, pe baza unei simple notificari de incetare trimisa Contractorului cu minimum 30 Zile inainte de incetare. Compania ii va plati Contractorului sumele datorate pentru Materialele furnizate si Lucrarile / Serviciile executate/Echipamentele livrate pana la data incetarii Contractului. Contractorul va fi compensat proportional pentru Materialele furnizate si Lucrarile / Serviciile executate / Echipamentele livrate, conform conditiilor de plata convenite. In cazul in care Compania inceteaza Contractul partial sau integral, Contractorul nu va avea dreptul de a formula niciun fel de pretentii – in special pentru daune-interese – altele decat respectiva compensatie. Contractorul va lua toate masurile necesare pentru conservarea, pastrarea si protejarea lucrarilor executate pana la data notificarii, in conformitate cu un program agreat cu Compania.</p>
<p>21. COMPLIANCE</p>	<p>21. CONFORMITATE</p>
<p>21.1. In performing the Contract, the Contractor shall meet all requirements and satisfy all applicable conditions and shall promptly cure any deficiencies it</p>	<p>21.1. In executarea Contractului, Contractorul va indeplini toate cerintele si conditiile aplicabile si va remedia prompt orice deficiente pe care le constata sau</p>

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<p>finds or which are notified to it, at its own expense, to the exclusion of any right to additional consideration.</p>	<p>care ii sunt notificate, pe cheltuiala proprie, cu excluderea oricarui drept la vreo compensatie suplimentara.</p>
<p>21.2. The Company reserves the right to conduct checks, either directly or via a third party, to determine whether the Contractor satisfies the technical, HSSE and quality requirements in connection with the scope hereof, both as regards the Contractor's own activity and that of its Subcontractors (of any degree). Any such check may be conducted only during the Contractor's / Contractor Personnel's working hours, with the Company to give advance notice thereof, and shall be limited to the Contractor's activities in relation to the Works/Materials/Services covered by the Contract. The Contractor shall submit all relevant documents, data and information, shall facilitate the Client's access to the relevant documents, data and information in the Subcontractors' possession and shall provide all requisite support throughout such checks. The Contractor shall bear the costs arising from such checks and shall include relevant clauses in its agreements with the Subcontractors.</p>	<p>21.2. Compania isi rezerva dreptul sa faca verificari, fie direct, fie prin intermediul unui tert, pentru a stabili daca Contractorul respecta cerintele tehnice, HSSE si de calitate in legatura cu obiectul prezentului Contract, atat in ceea ce priveste activitatea Contractorului, cat si a Subcontractorilor (de orice rang). Orice astfel de verificare va avea loc doar in timpul orelor de program ale Contractorului/Personalului Contractorului si va fi anuntata in prealabil de Companie, fiind limitata la activitatile Contractorului cu privire la Lucrarile/Materialele/Serviciile ce fac obiectul Contractului. Contractorul va transmite toate documentele, datele si informatiile relevante, va facilita accesul la documente, date si informatii relevante detinute de Subcontractanti si va oferi tot sprijinul necesar pe perioada unor astfel de verificari. Contractorul va suporta propriile costuri rezultate din astfel de controale si va include prevederi corespunzatoare in contractele sale incheiate cu Subcontractorii.</p>
<p>21.3. Sanction Compliance</p> <p>Both Contractor and the Company mutually represent and warrant the following as of the Effective Date:</p> <p>a) neither Contractor/the Company nor any of their respective Affiliates (or any of their respective directors, officers or employees) is a Prohibited Person;</p> <p>b) with respect to the rights, obligations, and transactions under this Contract, neither the Contractor/the Company, nor any of their respective Affiliates is (i) doing business with persons or entities that are Prohibited Persons; and/or (ii) engaging in, supporting or facilitating transactions or activities that</p>	<p>21.3. Respectarea Sanctiunilor</p> <p>Atat Contractorul, cat si Compania declara si garanteaza reciproc urmatoarele, de la Data Intrarii in Vigoare:</p> <p>a) nici Contractorul/Compania si nici vreunul dintre Afiliatii acestora si nici un Subcontractor (si nici unul dintre directorii, ofiterii sau angajatii acestora) nu sunt Persoane Interzise;</p> <p>b) in ceea ce priveste drepturile, obligatiile si tranzactiile in temeiul prezentului Contract, nici Contractorul/Compania si nici vreunul dintre Afiliatii lor (i) nu face afaceri cu persoane sau entitati care sunt Persoane Interzise; si/sau (ii) nu angajeaza, sprijina sau</p>

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<p>violate Sanctions or could expose the Company /Contractor to adverse consequences under the Sanctions;</p> <p>c) the scope of Contract does not originate from countries or regions that are restricted under Sanctions or a Prohibited Person, where such transaction would cause the Company/Contractor to violate Sanctions or risk exposure to adverse consequences under the Sanctions;</p> <p>d) Contractor/the Company and/or any Affiliates and/or Subcontractors has/have not been the subject of any potential or actual investigation, inquiry or litigation, administrative or enforcement proceedings by any governmental entity regarding any offence or alleged offence under any Sanctions;</p> <p>e) Contractor and the Company will ensure that (i) no person that is a Prohibited Person will have any legal or beneficial interest in this Contract or any transaction or activity carried out hereunder; and (ii) it will not transfer any revenue or benefit derived from any activity or dealing in relation to this Contract to a Prohibited Person and/or use any revenue or benefit derived from any activity or dealing in relation to this Contract for any activity that is subject to Sanctions, in either case where such interest or activity would cause the Company or the Contractor to violate Sanctions or risk exposure to adverse consequences under Sanctions;</p> <p>f) Contractor and The Company will implement and maintain appropriate safeguards designed to prevent any action that would be contrary to this article;</p> <p>g) Contractor and The Company will maintain during the applicable statutory document retention periods</p>	<p>faciliteaza tranzactii sau activitati care incalca Sanctiunile sau care ar putea expune Compania/Contractorul la consecinte negative in temeiul Sanctiunilor;</p> <p>c) obiectul Contractului nu vizeaza si nu poate viza tari sau regiuni care sunt restrictionate in temeiul Sanctiunilor sau orice Persoana Interzisa, astfel incat o tranzactie in temeiul Contractului ar face Compania/Contractorul sa incalce Sanctiunile sau sa riste expunerea la consecinte adverse in temeiul Sanctiunilor;</p> <p>d) Contractorul/Compania si/sau Afiliatii si/sau Subcontractorii nu a/au facut obiectul vreunei investigatii, anchete sau litigii potientiale sau efective, proceduri administrative sau de executare de catre vreo entitate guvernamentala cu privire la orice infractiune sau presupusa infractiune in temeiul oricaror Sanctiuni;</p> <p>e) Contractorul si Compania se vor asigura ca (i) nicio persoana care este o Persoana Interzisa nu va avea vreun interes legal sau beneficiu in acest Contract sau in orice tranzactie sau activitate desfasurata in temeiul acestuia; si (ii) nu va transfera niciun venit sau beneficiu derivat din orice activitate sau tranzactie in legatura cu prezentul Contract unei Persoane Interzise si/sau nu va utiliza niciun venit sau beneficiu derivat din orice activitate sau tranzactie in legatura cu prezentul Contract pentru orice activitate care face obiectul Sanctiunilor, in oricare dintre cazurile in care un astfel de interes sau activitate ar face Compania sau Contractorul sa incalce Sanctiunile sau l-ar expune la consecinte negative in temeiul Sanctiunilor;</p> <p>f) Contractorul si Compania vor implementa si mentine masuri de protectie adecvate menite sa previna orice actiune care ar fi contrara acestui articol;</p>
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(as applicable to such Party) all business records related to this Contract and any transaction contemplated hereunder, which shall include, in a reasonable scope, all relevant information on the supply chain regarding the scope hereof, along with supporting documentation, all to the extent required in order to assure compliance with Sanctions. Upon reasonable request of the other Party, Contractor/The Company shall provide it with sufficient evidence. In addition, each Party shall be entitled to reasonably audit compliance with this article, and each Party shall take reasonable steps to provide assistance; and

h) Contractor and Company shall take commercially reasonable efforts to include obligations of materially identical content to this article in their contracts with Subcontractors.

Subject to and without limiting the representations made in this article, should any transaction, delivery, or activity in relation to this Contract be within the scope of Sanctions imposed by the United States of America, the transaction or activity shall not involve payments made in US dollar currency or otherwise involve US Persons or non-US Persons owned or controlled by US Persons as necessary to comply with US Sanctions.

Should any conduct or performance of either Company or Contractor under the Contract constitute a violation of, be inconsistent with, or expose the respective other party ("**Affected Party**") to the risk of punitive measures under Sanctions, the Affected Party shall be entitled to suspend performance of its obligations (including payment) under this Contract, and notify the other Party of such suspension without undue delay, until such time as it becomes able to resume performance lawfully and without risk of

g) Contractorul si Compania vor mentine in timpul perioadelor legale de pastrare a documentelor aplicabile (dupa cum este cazul fiecarei Parti) toate inregistrarile comerciale legate de prezentul Contract si de orice tranzactie avuta in vedere mai jos, care vor include, intr-un mod rezonabil, toate informatiile relevante privind lantul de aprovizionare privind obiectul Contractului, impreuna cu documentatia justificativa, toate in masura in care este necesar pentru a asigura conformitatea cu Sanctiunile. La cererea rezonabila a celeilalte Parti, Contractorul/Compania va furniza acesteia dovezi suficiente. In plus, fiecare Parte va avea dreptul sa auditeze in mod rezonabil conformitatea cu acest articol si fiecare Parte va lua masuri rezonabile pentru a oferi asistenta; si

h) Contractorul si Compania vor depune eforturi comerciale rezonabile pentru a include obligatii cu un continut material identic cu acest articol in contractele lor cu Subcontractorii.

Sub rezerva si fara a limita declaratiile facute in acest articol, in cazul in care orice tranzactie, livrare sau activitate in legatura cu prezentul Contract se incadreaza in domeniul de aplicare al Sanctiunilor impuse de Statele Unite ale Americii, tranzactia sau activitatea nu va implica plati efectuate in dolari americani sau nu va implica in alt mod Persoane din SUA sau Persoane din afara SUA detinute sau controlate de Persoane din SUA, dupa cum este necesar pentru a se conforma Sanctiunilor SUA.

In cazul in care orice conduita sau performanta a Companiei sau Contractorului in temeiul Contractului constituie o incalcare a, este incompatibila cu sau expune cealalta parte ("**Partea Afectata**") la masuri punitive in temeiul Sanctiunilor, Partea Afectata va avea dreptul sa suspende indeplinirea obligatiilor sale (inclusiv plata) in temeiul prezentului Contract si va

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<p>punitive measures. If a suspension of the contractual performance under this article lasts for a period of longer than 6 (six) consecutive weeks, the Affected Party shall be entitled to terminate the Contract with immediate effect by providing a termination notice to the other Party.</p> <p>Both Company's and Contractor's right to claim damages due to a breach of this clause shall remain unaffected by the special rights and remedies provided in this article.</p>	<p>notifica cealalta Parte cu privire la aceasta suspendare fara întârzieri nejustificate, pâna in momentul in care cealalta Parte devine capabila sa reia executarea Contractului in mod legal si fara riscul unor masuri punitive. Daca suspendarea executarii obligatiilor contractuale in temeiul acestui articol dureaza mai mult de 6 (sase) saptamani consecutive, Partea Afectata va avea dreptul sa rezilieze Contractul cu efect imediat, furnizand celeilalte Parti o notificare de reziliere.</p> <p>Dreptul Companiei, cât si al Contractorului de a pretinde daune ca urmare a incalcarii acestui articol va ramane neafectat de drepturile si remediile speciale prevazute in acest articol.</p>
<p>22. INTELLECTUAL PROPERTY</p>	<p>22. PROPRIETATE INTELECTUALA</p>
<p>22.1. The Contract Price includes the full consideration for the transfer of the intellectual property rights (e.g. patent, model, trademark, utility model rights and copyrights over the design, software systems) from the Contractor to the Company, to the extent permitted by the Applicable Law, for the free and unrestricted operation of the PVPP.</p> <p>22.2. In particular, to the extent permitted by the Applicable Law, all intellectual property rights developed by the Contractor in connection with this Contract shall constitute the exclusive property of the Company. The Contractor hereby assigns to the Company all of these intellectual property rights, with immediate effect, to the extent of Works and Services performance and Contract Price payment.</p> <p>22.3. The Contractor warrants that the Works/Materials/Services are free from any claims by third parties for the infringement or appropriation of intellectual property rights and shall indemnify the Company from and against any claims, losses and</p>	<p>22.1. Pretul Contractului include contravaloarea integrala pentru transferul drepturilor de proprietate intelectuala (de exemplu, drepturi aferente brevetelor, modelelor, marcilor, modelelor de utilitate si drepturile de autor asupra proiectelor tehnice, sistemelor software) de la Contractor catre Companie, in masura permisa de Legea Aplicabila, pentru operarea libera si fara restrictii a CEF.</p> <p>22.2. In mod particular, in masura permisa de Legea Aplicabila, toate drepturile de proprietate intelectuala dezvoltate de Contractor in legatura cu prezentul Contract vor fi proprietatea exclusiva a Companiei. Contractorul ceseaza prin prezenta catre Companie toate aceste drepturi de proprietate intelectuala, cu efect imediat pe masura executarii Lucrarilor si Serviciilor si platii Pretului Contractului.</p> <p>22.3. Contractorul garanteaza ca Lucrarile/Materialele/Serviciile sunt libere de orice pretentii ale unei terte parti pentru incalcarea sau insusirea unor drepturi de proprietate intelectuala si va despagubi Compania pentru orice pretentii, pierderi si</p>

<p>costs. In the event of an infringement of any intellectual property rights (and without prejudice to any future rights/claims which the Company may be entitled to raise) based on claims from third parties following such infringement, the Contractor shall remedy, alter or replace at its exclusive cost such consequences/violations, such that there is no third party intellectual property right infringement.</p> <p>22.4. On termination hereof on any grounds, the Contractor undertakes to provide full assistance and support to the Company to ensure the validity of the transfer of all intellectual property rights to the Company (including, if the case, the migration of databases, disclosure of the source codes of software programmes developed on a bespoke basis, hand over of design and Technical Documentation in any form requested by the Company).</p>	<p>costuri. In cazul incalcarii oricarui drept de proprietate intelectuala (si fara a exclude orice drepturi/ revendicari viitoare la care Compania poate fi indreptatit) bazate pe revendicari primite de la terte parti ca urmare a unei asemenea incalcarii, Contractorul va remedia, modifica sau inlocui pe propria sa cheltuiala asemenea consecinte/incalcarii, astfel incat sa nu existe o incalcare a drepturilor de proprietate intelectuala ale tertilor.</p> <p>22.4. La incetarea Contractului din orice motiv, Contractorul se obliga sa acorde asistenta si suport deplin Companiei pentru a asigura validitatea transferului catre Companie a tuturor drepturilor de proprietate intelectuala (inclusiv migrarea bazelor de date, divulgarea codurilor sursa ale programelor software dezvoltate la comanda, predarea proiectelor si a Documentatiei Tehnice, in orice forma solicitat de Companie).</p>
<p>23. TITLE AND RIGHT OF USE WITH RESPECT TO DOCUMENTS PROVIDED BY COMPANY</p>	<p>23. PROPRIETATEA SI DREPTUL DE UTILIZARE ASUPRA DOCUMENTELOR FURNIZATE DE COMPANIE</p>
<p>23.1. All documents (including Company's Documents), standards (including the Standards), specifications, drawings, calculations, regulations and the like, as well as models and tools provided by Company to Contractor, shall remain the property of Company and shall be returned without delay upon completion of the Works and/or Services (at the Company's discretion). Unless otherwise agreed by the Parties for the purpose of the Contract, these documents shall not be copied, stored or otherwise remain with Contractor in any format, and Contractor shall not use them other than for the fulfilment of its obligations hereunder or under the Applicable Law. Any retention right of Contractor, of whatever nature or origin, of Contractor is excluded.</p>	<p>23.1. Toate documentele (inclusiv Documentele Companiei), standardele (inclusiv Standardele), specificatiile, desenele, calculele, regulamentele si alte elemente similare, precum si modelele si instrumentele furnizate de Companie Contractorului vor ramâne proprietatea Companiei si vor fi returnate fara întârziere Companiei la finalizarea Lucrarilor si/sau a Serviciilor (la latitudinea Companiei). Daca Partile nu convin contrariul in scopul executarii Contractului, aceste documente nu vor fi copiate, depozitate sau pastrate in alt mod de catre Contractor in niciun format, iar Contractorul nu le va folosi in alte scopuri decat pentru indeplinirea obligatiilor sale in baza Contractului sau ale Legii Aplicabile. Orice drept de retentie al Contractorului, indiferent de natura sau originea sa, este exclus.</p>
<p>24. FORCE MAJEURE</p>	<p>24. FORTA MAJORA</p>

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<p>24.1. Force majeure is defined as civil or labour disturbances, riots, strikes (other than a strike limited to the personnel of a contractor), war (declared or undeclared), military actions, insurrection, rebellion, acts of any governmental or military agency under actual or assumed authority, acts of terrorism, action of elements, floods, storms or other acts of God or any other similar cause beyond the control of either the Company or Contractor, but excluding weather conditions as such, regardless of severity, for which operational contingency plans exist, and provided that the event shall not have been caused by the action or negligence of the Party declaring Force Majeure, and that the Party affected has notified the other Party in writing.</p>	<p>24.1. Forta majora reprezinta tulburari civile sau de munca, revolte, greve (altele decât o greva limitata la personalul unui contractor) razboi (declarat ori nedeclarat), actiuni militare, insurectii, rebeliuni, acte ale oricaror agentii guvernamentale ori militare având autoritate efectiva sau asumata, acte de terorism, actiuni ale fortelor naturii, inundatii, furtuni sau alte cauze similare aflate mai presus de controlul Partilor dar excluzând conditiile meteorologice in sine, indiferent de gravitate pentru care exista planuri operationale de salvagardare si cu conditia ca evenimentul sa nu fi fost cauzat prin actiunea sau neglijenta Partii care declara Forta Majora si Partea afectata sa fi notificat cealalta Parte in scris.</p>
<p>24.2. Non-compliance with agreed dates or deadlines by the Contractor and/or its Subcontractors and failure to perform the Works/procure the Materials and/or perform the Services shall only be deemed Force Majeure events if the sole reason for the delay is a Force Majeure event that affected the Contractor.</p>	<p>24.2. Nerespectarea datelor sau termenelor limita de catre Contractor si/sau de catre Subcontractorii acestuia si neexecutarea obligatiei de executare a Lucrarilor/achizitia Materialelor si/sau prestarea Serviciilor vor fi considerate evenimente de Forta Majora doar daca singura cauza a intarzierii este un eveniment de Forta Majora care a afectat Contractorul.</p>
<p>24.3. The Party invoking Force Majeure shall notify and prove the event to the other Party in writing without delay by providing certificates issued by the competent authorities. The notification shall indicate the temporarily suspended obligation and a description of the Force Majeure event and its impact on performance of the Contract. If such proof is produced, the Force Majeure event shall, for the time of its existence, release the affected Party from those contractual obligations that became impossible or unrealizable as a result of the Force Majeure event. The affected Party shall do its utmost to remedy the above circumstances as promptly as possible. Except as otherwise provided herein, each Party shall be liable for and bear all of its own costs, expenses, losses and damages suffered and incurred as a result of Force Majeure. If a Force Majeure event prevents</p>	<p>24.3. Partea care invoca Forta Majora va notifica si va dovedi evenimentul celeilalte Parti in scris fara întârziere prin furnizarea de certificate emise de autoritatile competente. Notificarea va indica obligatia suspendata temporar si va include o descriere a cazului de Forta Majora, inclusiv o descriere a impactului sau asupra executarii Contractului. In cazul unei astfel de dovezi, evenimentul de Forta Majora va elibera partea afectata, pe durata manifestarii acestuia, de acele obligatii contractuale care devin imposibile sau nerealizabile ca urmare a evenimentului de Forta Majora. Partea afectata va depune toate eforturile pentru a remedia situatia cat mai rapid posibil. Cu exceptia cazului in care se prevede altfel, fiecare Parte va fi raspunzatoare si va suporta propriile costuri, cheltuieli, pierderi si prejudicii cauzate de evenimentul de Forta Majora. In cazul in care un eveniment de Forta Majora impiedica</p>

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timely performance of a contractual obligation or lasts for more than four (4) weeks, the Company may terminate this Contract as provided herein.	executarea in timp util a unei obligatii contractuale sau dureaza mai mult de 4 (patru) saptamâni, Compania poate inceta Contractul, astfel cum este stabilit prin prezentul Contract.
25. GOVERNING LAW	25. LEGEA APLICABILA
25.1. This Contract shall be governed by the Romanian law.	25.1. Prezentul Contract va fi guvernat de legea româna.
26. DISPUTE SETTLEMENT AND JURISDICTION	26. SOLUTIONAREA DISPUTELOR SI JURISDICTIA
<p>26.1. In case of a dispute arising from or in connection with the conclusion, performance, amendment or termination of the Contract, the Parties will try, in a first phase, to resolve it amicably.</p> <p>To this effect, either Party will send the other Party a notification describing the obligations not performed or improperly performed or whose performance was delayed by that Party (the "Dispute Notice") and requesting that the issues in dispute be subject to assessment and resolution by the management of both Parties. The Dispute Notice will specify the contact details of the management of the Party initiating the dispute.</p> <p>26.2. For the purposes of 26.1., the "<i>management</i>" of one of the Parties shall mean the members of that Party's corporate bodies, including members serving on the Board of Directors/Directorate, directors with technical/operational duties, as well as any other person authorized by the bodies management of the respective Party to ensure supervision of the performance of the Contract or to represent the Party in the settlement discussions.</p>	<p>26.1. In cazul unei dispute decurgand din sau in legatura cu incheierea, executarea, modificarea sau incetarea Contractului, Partile vor incerca, intr-o prima faza, solutionarea pe cale amiabila.</p> <p>In acest sens, oricare dintre Parti ii va transmite celeilalte Parti o notificare in care sunt descrise obligatiile neexecutate sau executate in mod necorespunzator ori cu intarziere de Partea respectiva ("Notificarea privind Disputa") si solicitarea ca aspectele in disputa sa faca obiectul analizei si solutionarii de catre persoane din conducerea ambelor Parti. Notificarea privind Disputa va preciza datele de contact ale persoanelor din conducerea Partii care initiaza disputa.</p> <p>26.2. In sensul art. 26.1., "<i>persoanele din conducerea</i>" uneia dintre Parti va avea intelesul de persoane din cadrul organelor de conducere ale Partii respective, inclusiv din Consiliul de Administratie/Directorat, directori cu atributii tehnice/operationale, precum si orice alta persoana imputernicita de catre organele de conducere ale Partii respective sa asigure supervizarea executarii Contractului sau sa reprezinte Partea in cadrul discutiilor de solutionare.</p>

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<p>26.3. Within [5] Days of the date of receipt of the Dispute Notice, the representative of the receiving Party will communicate to the representative of the other Party the contact details of its management, who will participate in the settlement discussions.</p> <p>26.4 The period of amicable settlement at the level of the Parties' management shall not exceed [30] Days from the date of the Dispute Notice.</p> <p>26.5 Within the above term, the Company's and the Contractor's management will assess the issues presented and the proposals submitted by the Supervisor/Company Representative, on the one hand, and the Contractor's Representative, on the other hand and:</p> <p>(i) if they reach an agreement on how to amicably settle the matter in dispute (including through mutual concessions, the application of conventionally agreed penalties, etc.), they will record in writing and sign the document in which the solution to the dispute is described (without this document constituting an Variation of the Contract and without being equivalent to an addendum), with the Company Representative/Supervisor, on the one hand, and the Contractor Representative, on the other hand, to implement the agreed and duly communicated solution (including in terms of coverage/allocation of costs), or</p> <p>(ii) if they do not reach an agreement, either Party may submit the dispute for resolution to the competent courts, immediately after the date on which the Parties have recorded in writing the impossibility of an amicable resolution of the issues in dispute or after the date on which the</p>	<p>26.3 In termen de [5] Zile de la data primirii Notificarii privind Disputa, reprezentantul Partii destinatare va comunica reprezentantului celeilalte Parti datele persoanelor din conducerea sa, care vor participa la discutiile de solutionare.</p> <p>26.4 Perioada de solutionare amiabila la nivelul persoanelor din conducerea Partilor nu va depasi [30] Zile de la data Notificarii privind Disputa.</p> <p>26.5 In termenul de mai sus, persoanele din conducerea Companiei si a Contractorului vor analiza aspectele prezentate si propunerile transmise de Supervisor/Reprezentantul Companiei pe de o parte si de catre Reprezentantul Contractorului, pe de alta parte si:</p> <p>(i) in cazul in care vor ajunge la un acord privind rezolvarea situatiei in disputa pe cale amiabila (inclusiv prin concesi reciprocce, aplicarea de penalitati agreeate conventional etc.), vor consemna in scris si vor semna documentul in care este descris modul de rezolvare a disputei (fara ca acest document sa constituie o Modificare a Contractului si fara a avea valoarea unui act aditional), urmand ca Reprezentantul Companiei /Supervisorul, pe de o parte si Reprezentantul Contractorului, pe de alta parte, sa puna in aplicare solutia agreeata si comunicata (inclusiv in ceea ce priveste suportarea/alocarea costurilor), sau</p> <p>(ii) in cazul in care nu vor ajunge la un acord, oricare dintre Parti va putea inainta disputa spre solutionare instantelor competente, imediat (a) dupa data la care Partile au consemnat in scris</p>
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<p>amicable settlement negotiations have failed, without this matter being recorded in writing, but on the passing of the maximum settlement period indicated above (i.e. [30] Days from the date of the Dispute Notice).</p> <p>26.6. In all cases, the procedure described above for the amicable settlement of disputes between the Parties cannot concern issues that must or can be resolved based on contractual provisions specifically agreed in this regard.</p> <p>26.7. Any such disagreements between the Parties that cannot be resolved as per the relevant Contract provisions are to be referred for settlement to the courts of competent jurisdiction in Bucharest, Romania.</p> <p>26.8. In case of any dispute between the Parties, the Contractor may not suspend its contractual obligations in whole or in part and it may not exercise any other right of retention.</p>	<p>imposibilitatea de solutionare amiabila a aspectelor in disputa sau (b) dupa data la care negocierile de solutionare amiabila esueaza, fara a exista o consemnare in scris a acestui aspect insa este implinit termenul maxim al perioadei de solutionare indicat mai sus (i.e. [30] Zile de la data Notificarii privind Disputa).</p> <p>26.6. In toate cazurile, procedura descrisa mai sus de solutionare pe cale amiabila a disputelor dintre Parti, nu poate viza aspecte care trebuie sau pot fi solutionate in baza unor dispozitii contractuale specific agreeate in acest sens.</p> <p>26.7. Orice astfel de neintelegeri dintre Parti care nu pot fi rezolvate potrivit prevederilor contractuale respective vor fi inaintate spre solutionare instantelor de judecata competente din Bucuresti, Romania.</p> <p>26.8. In eventualitatea unei dispute, Contractorul nu isi va suspenda indeplinirea, total sau partial, a obligatiilor sale contractuale si nu isi va exercita niciun drept de retentie.</p>
<p>27. CONFIDENTIALITY AND PERSONAL DATA PROTECTION</p>	<p>27. CONFIDENTIALITATEA SI PROTECTIA DATELOR CU CARACTER PERSONAL</p>
<p>27.1. Contractor shall treat all information received from the Company or from third parties instructed by the Company in connection with the execution of this Contractul, irrespective if this information was acquired by the Contractor before or after the conclusion of the Contract as strictly confidential and use it only and exclusively for carrying out its contractual obligations.</p>	<p>27.1. Contractorul va trata toate informatiile primite, direct sau indirect, de la Companie, indiferent daca aceste informatii au fost dobandite de Contractor inainte sau dupa incheierea Contractului, cu stricta confidentialitate si le va utiliza exclusiv pentru indeplinirea obligatiilor sale contractuale.</p>
<p>27.2. In case information needs to be passed on to a third party for the Contract performance purposes, Contractor shall obtain from such third party an</p>	<p>27.2. In cazul in care exista informatii care trebuie comunicate unor terti in scopul executarii Contractului, Contractorul va obtine de la astfel de terti o asumare a</p>

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<p>undertaking as to confidentiality on terms at least as favourable to the Company as those set out herein prior to making any information available to such third party. Contractor shall be liable for any breach of this duty of confidentiality by Contractor's Personnel and/or collaborators and shall indemnify and hold the Company entirely harmless. This article also applies with respect to third parties instructed by Contractor.</p>	<p>pastrarii confidentialitatii in conditii cel putin la fel de avantajoase pentru Companie ca cele prevazute in prezentul document, anterior punerii la dispozitia respectivilor terti a oricaror informatii. Contractorul va fi raspunzator pentru orice incalcare a acestei obligatii de confidentialitate de catre Personalul Contractorului si va despagubi si exonera Compania Petrom de orice raspundere. Acest articol se va aplica si tertilor carora Contractorul le acorda acces la informatiile respective.</p>
<p>27.3. Any disclosure of the existence, content or progress of the performance of the Works/Services / supply of the equipments shall be subject to the Company prior written consent. In particular, public statements and declarations, as well as any contact with the press and the media such as radio and television, shall require the Company 's prior written consent and approval of the contents.</p>	<p>27.3. Orice divulgare a existentei, continutului sau stadiului Lucrarilor/Serviciilor/Livrarii echipamentelor in baza Contractului va face obiectul acordului scris prealabil al Companiei. In special, afirmatiile si declaratiile publice, precum si orice contact cu presa si media, precum radio si televiziunea, vor necesita acordul scris prealabil si aprobarea continutului de catre Companie.</p>
<p>27.4. Notwithstanding Articles 27.1.-27.3., the receiving Party may disclose the above-mentioned information to the extent required by the Applicable Law and/or by the Ministry of Energy, Ministry of Investments and European Projects and other competent authorities or structures in relation to the control and recovery of debts related to European Union funds and/or national funds, as the case may be.</p>	<p>27.4. Fara a aduce atingere articolelor 27.1. – 27.3., partea destinatară poate divulga informatiile mentionate mai sus in masura impusa de legea aplicabila si/sau de Ministerul Energiei, Ministerul Investitiilor si Proiectelor Europene si altor autoritati sau structuri competente in legatura cu controlul si recuperarea creantelor legate de fondurile Uniunii Europene si/sau fondurile nationale, dupa caz.</p>
<p>27.5. Personal Data Protection</p> <p>This Contract shall be governed by applicable data protection laws and regulations, including national legislation and the General Data Protection Regulation EU 2016/679 (“GDPR”). Each Party, as independent controllers, shall observe the applicable law and determine independently and separately the purposes and means of processing personal data.</p>	<p>27.5. Protectia datelor cu caracter personal</p> <p>Prezentul Contract va fi guvernat de legile și reglementările aplicabile privind protecția datelor, inclusiv legislația națională și Regulamentul general privind protecția datelor UE 2016/679 („GDPR”). Fiecare Parte, în calitate de operatori independenți, va respecta legislația aplicabilă și va stabili în mod independent și separat scopurile și mijloacele de prelucrare a datelor cu caracter personal.</p>

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The Parties, including their Subcontractors, shall process all personal data of the disclosing party or third parties exclusively for the purpose of this Contract. The disclosing party is authorized to provide the receiving party with the disclosed personal data. Any further disclosure requires prior notification and approval from the Party whose data is disclosed.

The representatives and contact persons of the Parties acknowledge that their personal data will be processed for the purpose of concluding and executing this Contract, in compliance with GDPR rights and principles. Each Party shall fulfill its information obligations towards data subjects in the context of its own data processing operations. In this regard, for the Company, the privacy policy is available on website www.omvpetrom.com (section About us / Corporate Governance/Data Protection) shall be considered.

If the relationship between the Parties becomes as Data Controller – Processor one, in accordance with applicable data protection laws, in accordance with Art. 28 GDPR The Parties shall enter into a Data Processing Agreement or its equivalent to ensure legal compliance with such data processing.

During the performance of the Contract and any retention periods, the Parties shall: (i) implement technical and organizational measures to ensure the confidentiality, integrity, and availability of personal data; (ii) protect the personal data with state-of-the-art

Părțile, inclusiv Subcontractanții acestora, vor prelucra toate datele cu caracter personal ale părții divulgatoare sau ale terților exclusiv în scopul prezentului Contract. Partea divulgatoare este autorizată să furnizeze părții destinatară datele cu caracter personal dezvăluite. Orice divulgare ulterioară necesită notificarea prealabilă și aprobarea părții ale cărei date sunt divulgate.

Reprezentanții și persoanele de contact ale Părților recunosc că datele lor cu caracter personal vor fi prelucrate în scopul încheierii și executării prezentului Contract, în conformitate cu drepturile și principiile GDPR. Fiecare parte își va îndeplini obligațiile de informare față de persoanele vizate în contextul propriilor operațiuni de prelucrare a datelor. În acest sens, pentru Companie, politica de confidențialitate este disponibilă pe site-ul web www.omvpetrom.com (secțiunea Despre noi / Guvernanță corporativă / Protecția datelor).

În cazul în care relația dintre Părți devine un de tip Operator de date – Persoană Împuternicită, în conformitate cu legile aplicabile privind protecția datelor, în conformitate cu art. 28 GDPR Părțile vor încheia un Acord de Prelucrare a Datelor sau un echivalent al acestuia pentru a asigura conformitatea legală cu privire la o astfel de prelucrare a datelor.

În timpul executării Contractului și a oricăror perioade de păstrare, Părțile vor: (i) implementa măsuri tehnice și organizatorice pentru a asigura confidențialitatea, integritatea și disponibilitatea datelor cu caracter personal; (ii) proteja datele cu caracter personal cu măsuri de securitate de ultimă generație; și (iii)

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<p>security measures; and (iii) restrict access to data to trained staff committed to confidentiality obligation.</p> <p>Upon completion of the Contract and of the retention periods, the Parties shall duly ensure the anonymization or deletion of any personal data processed based on this Contract.</p>	<p>restricționa accesul la date la personal instruit si care se angajează să respecte obligația de confidențialitate.</p> <p>La finalizarea Contractului si a perioadelor de retenție stabilite, Părțile vor asigura în mod corespunzător anonimizarea sau ștergerea oricăror date cu caracter personal prelucrate în baza prezentului Contract.</p>
<p>27.6 The Contractor shall not be entitled to assign, pledge or transfer its rights, obligations and/or claims under this Contract to any Third Parties without Company's prior Approval.</p>	<p>27.6 Contractorul nu va putea cesiona, gaja sau transfera drepturile, obligatiile si/sau pretentiile ale in temeiul prezentului Contract catre niciun Tert fara Aprobarea Companiei.</p>
<p>28. NOTIFICATIONS/ COMMUNICATIONS</p>	<p>28. NOTIFICARI/COMUNICARI</p>
<p>28.1. All notices or other communications to be sent to by either Party to the other Party under this Contract shall be in Romanian or English. If the notice is delivered by hand or courier, it shall be deemed delivered at the time of the actual delivery, or if delivered by email, on the first business Day at the recipient's address following the date of complete transmission based on the transmission report/delivery confirmation.</p> <p>28.2. Either Party may at any time designate a different or further address to which notices and other communications are to be sent from that moment onwards.</p>	<p>28.1. Toate notificarile sau alte comunicari destinate a fi trimise de fiecare dintre Parti catre cealalta Parte sub incidenta acestui Contract vor fi facute in limbile româna sau engleza si vor fi transmise prin orice mijloc de comunicare ce permite confirmarea primirii. Daca este transmisa personal sau prin curier, notificarea va fi considerata transmisa la data efectiva a transmiterii, iar daca este transmisa prin e-mail, in prima zi lucratoare dupa data transmiterii, pe baza raportului de transmitere/confirmarii de livrare.</p> <p>28.2. Fiecare dintre Parti poate indica o adresa diferita sau suplimentara la care notificarile si alte comunicari urmeaza a fi trimise începând cu acel moment.</p>
<p><i>If addressed to the Company:</i></p> <p>To: Address: [●] Phone: [●] Email: To the attention of:</p>	<p><i>Daca este adresata Companiei:</i></p> <p>Catre: Adresa: [●] Telefon: [●] Email: In atentia:</p>
<p><i>If addressed to the Contractor:</i></p>	<p><i>Daca este adresata Contractorului:</i></p>

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<p>To: [●] Address: [●] Phone: [●] Email: [●] To the attention of: [●]</p>	<p>Catre: [●] Adresa: [●] Telefon: [●] Email: [●] In atentie: [●]</p>
<p>28.3. Any change of the above addresses shall be notified to the other Party, under the sanction that the notification sent to the addresses previously indicated by the Party be deemed as valid and as having been received.</p>	<p>28.3. Orice modificare a adreselor de mai sus va fi notificata celeilalte Parti, sub sanctiunea ca notificarea trimisa la adresa indicata anterior de catre Parti sa fie considerata valabila si receptionata.</p>
<p>28.4. Any communication submitted on a business Day up to 16.00 h: (i) if sent by registered mail it is deemed to be received by the addressee on delivery with a confirmation of receipt; (ii) if sent by email, it is deemed to have been received by the addressee simultaneously with the confirmation of sent receipt.</p>	<p>28.4. Orice comunicare trimisa intr-o Zi lucratoare pana la ora 16.00: (i) daca este trimisa prin posta se considera a fi fost primita de catre destinatar prin confirmare de primire; (ii) daca se trimite prin email se considera a fi fost primita de catre destinatar simultan cu confirmarea de trimitere.</p>
<p>29. SURVIVAL</p>	<p>29. CONTINUITATE</p>
<p>29.1. The following clauses hereof shall survive any termination of this Contract and shall continue to bind the Parties and their permitted successors and assigns: 4, 13, 16, 17, 21, 25, 26, 27.</p>	<p>29.1 Urmatoarele clauze ale Contractului vor ramane in vigoare dupa incetarea prezentului Contract si vor obliga in continuare Partile si succesorii acestora si cei care li se vor substitui in drepturi si obligatii: 4, 13, 16, 17, 21, 25, 26, 27.</p>
<p>30. MISCELLANEOUS</p>	<p>30. DIVERSE</p>
<p>30.1. This Contract has been concluded in bilingual version, in the English and Romanian languages. In case of any discrepancies between the two versions, the Romanian version shall prevail.</p>	<p>30.1. Prezentul Contract a fost redactat in forma bilingva, in engleza si româna. In cazul unor discrepante intre cele doua versiuni, versiunea in limba romana va prevala.</p>
<p>IN WITNESS THEREOF, the Parties have signed through their duly authorized representatives by electronic signature and by such signature certifies the Parties consent to be bound by this Contract, as if signed by each of the Parties private signature</p>	<p>DREPT PENTRU CARE, Partile au semnat prin reprezentantii lor autorizati prin semnatura electronica si o astfel de semnatura atesta consimtamantul Partilor de a fi obligate prin prezentul Contract, ca si cum ar fi semnat sub semnatura privata.</p>