

RECORD

from negotiations conducted under public procurement direct agreement procedure reg. №17100 with the participant **Amec Foster Wheeler Environment and Infrastructure UK Ltd**

Today, 19.09.2017 negotiations were conducted under the public procurement direct agreement procedure with reg.№ 17100 and subject "Environmental Cost benefit assessment relating to the achievement of emission levels specified in Best Available Techniques Conclusions (BATC)" between:

On behalf of the Contracting Authority: - commission appointed by Order №1351/19.09.2017 of the Executive Director of TPP "Maritsa East 2" EAD in the following membership:

Chairman:

Eng. Plamen Nikolov

- Deputy Director „Operation Department“

Members:

1. Polina Popova – Antonova

- Chief Legal Advisor

2. Eng. Iskren Tanev

- Deputy Manager „Commercial Department“

3. Valentina Maneva

- External party

4. Emil Shopov

- External party

5. Radostina Yanakieva

- External party

6. Kristian Badjakov

- External party

On behalf of the Participant:

1. Adrian Shields

- authorized representative

In the announced deadline until 12.50 PM on 19.09.2017 the following offer was received:

№	Name and Headquarters of the Participant	Ref. № of the Offer	Date of receipt of the price offer	Hour of receipt of the price offer
1.	Amec Foster Wheeler Environment and Infrastructure UK Ltd, Newcastle -upon- Tyne, United Kingdom	7165	19.09.2017	11:44

On 19.09.2017 at 13.00 PM the Commission opened the offer submitted and started the negotiations with the participant's representative.

The initially proposed price offer by the participant to fulfill the subject of the order under **Lot One:** „Environmental Cost benefit assessment of TPP "Maritsa East 2" EAD relating to the achievement of emission levels specified in Best Available Techniques Conclusions (BATC)" is **£ 32 800.00 GBP excluding VAT.**

The initially proposed price offer by the participant to fulfill the subject of the order under **Lot Two:** „Environmental Cost benefit assessment of Contour Global Maritsa East 3 AD relating to the achievement of emission levels specified in Best Available Techniques Conclusions (BATC)" is **£ 32 800.00 GBP excluding VAT.**

The initially proposed price offer by the participant to fulfill the subject of the order under **Lot Three:** „Environmental Cost benefit assessment of AES-3C Maritsa East 1 EOOD relating to the achievement of emission levels specified in Best Available Techniques Conclusions (BATC)" is **£ 32 800.00 GBP excluding VAT.**

The initially proposed price offer by the participant to fulfill the subject of the order under **Lot Four:** „Environmental Cost benefit assessment of Brikel EAD relating to the achievement of emission levels specified in Best Available Techniques Conclusions (BATC)" is **£ 32 800.00 GBP excluding VAT.**

It is understood that the Participant will enter into a separate contract with each of the above companies relating to their respective Lots as follows. In respect of Lot 1, the Participant shall enter into contract with TPP "Maritsa East 2" EAD; in respect of Lot 2, the Participant shall enter into contract with Contour Global Maritsa East 3 AD; in respect of Lot 3, the Participant shall enter into contract with AES-3C Maritsa East 1 EOOD and in respect of Lot 4, the Participant shall enter into contract with Brikel EAD. The terms of the contract with each company will be the same and reflected this negotiation protocol. The contract start date shall be the date when each of the four contracts are signed by both parties rather than the date of this negotiation protocol. The Participant will invoice each company in respect of the services the Participant carries out for that company and each company will provide the Participant with all the necessary information to do so together with all of the data required to complete the analysis. Following the conducted negotiations to determine the clauses of the contract and a proposal of the commission to reduce initially proposed prices, the following arrangements were reached:

1. Amendments and supplements to clauses of the draft contract, proposed by the Contracting Authority, as follows:

The text of art. 2.3 of the draft contract shall be amended, as follows:

„2.3.

Payment shall be made in two instalments as follows - 50% shall be paid within 30 days of submission of a preliminary report. The remaining 50% shall be paid within 30 days of submission of a final report and the issuance of a certificate of takeover for the completed works (this comprises a letter). The issuing of such certificate shall not be unreasonably withheld or delayed”.

The text of art. 3.1 of the draft contract shall be amended and completed, as follows:

3.1. The deadline for submitting a final report, divided into sections corresponding to the pollutants and the type of analysis, shall be three months calculated from the signing of the contract.

A new art. 3.2 shall be created, as follows:

3.2. The intermediate deadline for submission of the following:

3.2.1. the methodology note shall be within 3 weeks following the signing of the contract

3.2.2. DCA shall be within 8 weeks following the signing of the contract

3.2.3. A preliminary report, divided into sections corresponding to the pollutants and the type of analysis shall be 10 weeks following the signing of the contract, subject to prompt receipt and validation of the necessary input data requested by the CONTRACTOR within its offer reference 7165. Such initial input data request shall be provided by the Contractor within 1 week following the signing of the Contract.

3.2.4 All of the above milestones are subject to the Contracting Authority providing the CONTRACTOR with all data required to undertake the analysis in a timely manner, that there are no changes to the scope of the work as a result of the methodology note and are subject to the CONTRACTOR receiving all data analysis from its subcontractor. Further, the CONTRACTOR shall be entitled to withhold submission of the final report if the first installment payment has not been made in accordance with the provisions of Clause 2.3. In such case Clause 5.1 will not apply.

5.1. In case the CONTRACTOR fails to fulfill at his own fault any of the obligations resulting from this contract and/or delays the completion of fulfillment within the agreed time, except in the case of Force Majeure, penalty amounting to 0,10 % shall be due by the CONTRACTOR for each day of delay, but not more than 5 % of the total contract price.

Art. 5.2 shall be replaced with the following:

5.2 The CONTRACTOR's liability in respect of i) personal injury (including death) caused by its negligence; and ii) wilful misconduct or gross negligence shall be unlimited.

A new Art. 5.3. shall be created, as follow:

5.3. Subject of Art. 5.2 and to the fullest extent permitted by law, the Contractor's liability in respect of the performance or non-performance of the Services, whether under this Contract, under any indemnity, in negligence or otherwise, shall be limited to loss or damage that is a direct and foreseeable result of the Contractor's negligence or default and shall not exceed the Contract Price.

A new Art. 5.4 shall be created, as follows:

Subject of Art. 5.2, the Contractor shall not be liable, whether in contract, tort and otherwise at law, irrespective of cause and notwithstanding the negligence or breach of duty (statutory or otherwise) of the Contractor, for (1) any indirect, special or consequential loss or damage or (2) loss of revenue (3) loss of profits (4) loss of business opportunity (5) loss of or damage to goodwill (6) loss of contracts (7) money payable to third parties on account of delay (8) loss of savings (whether anticipated or otherwise) (9) wasted expenditure.

2. Shall be accepted:

2.1. Price for execution of the subject of the Procurement under Lot One: „Environmental Cost Benefit Assessment of TPP Maritsa East 2 EAD relating to the achievement of the emission levels specified in BATC” is 32 800.00 British Pounds (GBP) excluding VAT.

2.2. Price for execution of the subject of the Procurement under Lot Two: „Environmental Cost Benefit Assessment of ContourGlobal Maritsa East 3 AD relating to the achievement of the emission levels specified in BATC” is 32 800.00 British Pounds (GBP) excluding VAT.

2.3. Price for execution of the subject of the Procurement under Lot Three: „Environmental Cost Benefit Assessment of AES-3C Maritsa East 1 EOOD relating to the achievement of the emission levels specified in BATC” is 32 800.00 British Pounds (GBP) excluding VAT.

2.4. Price for execution of the subject of the Procurement under Lot Four: „Environmental Cost Benefit Assessment of Brikel EAD relating to the achievement of the emission levels specified in BATC” is 32 800.00 British Pounds (GBP) excluding VAT.

The Record was prepared on the basis of Art.67, para.2 of the Rules on the Application of the Public Procurement Act (PPA) and was signed:

On behalf of the Contracting Authority - Commission to conduct the procedure:

Chairman:

Eng. Plamen Nikolov

Members:

1. Polina Popova – Antonova

2. Eng. Iskren Tanev

3. Valentina Maneva

4. Emil Shopov

5. Radostina Yanakieva

6. Kristian Badjakov

On behalf of the Participant:

1. Adrian Shields

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