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| CONTRACT ACHIZITIE SERVICII | SERVICE PURCHASE AGREEMENT |
| * 1. **PETROTEL – LUKOIL S.A.,** societate administrata în sistem dualist, organizată și funcționând în conformitate cu legile din Romania, cu sediul în Ploiești, Str. Mihai Bravu Nr. 235, Județ Prahova, Romania, înregistrată la Oficiul Registrului Comerțului, Prahova, sub Nr. J/29/111/05.03.1991, Cod de Identificare Fiscala RO1350659, Cod poștal 100410, Tel.: +40244-504000, Fax: +40244-504629, având cont bancar Nr. RO60BRMA118002495057RO01, deschis la EXIM Banca Românească, Sucursala București, capital social subscris și vărsat 121.894.892,90 lei, reprezentată prin Președinte al Directoratului - Director General Executiv, Director de Producție, Livrări și Tehnologie - Inginer Șef , Dănulescu D., denumit în cele ce urmează **BENEFICIAR** | * 1. **PETROTEL-LUKOIL CO.,** a company administered in a dualistic system, organized and functioning in accordance with the Romanian laws, with headquarters in Ploiesti, No. 235 Mihai Bravu Street, Prahova County, Romania, registered at the Prahova Trade Register Office, under No. J/29/111/05.03.1991, Tax Identification Code RO1350659, Postal code 100410, Phone: +40244-504.000, Fax: +40244-504.629, having bank account No. RO60BRMA118002495057RO01, open at EXIM Banca Romaneasca, Bucharest Branch, subscribed and paid up share capital 121.894.892,90 RON, represented by the Chairman of the Managing Board - Executive General Manager, Director for Production, Supplies and Technology - Chief Engineer, Danulescu D., hereinafter referred to as **BENEFICIARY** |
| * + - 1. si | * + - 1. and |
| * 1. **...............** în calitate de **PRESTATOR.** | * 1. **................ ,** hereinafter referred to as **PROVIDER**. |
| * + - 1. Avand in vedere: | * + - 1. According to: |
| * + - 1. **(A)** Necesitatea achizitiei de catre Beneficiar serviciilor de audit monitorizare oale condens din cadrul Petrotel-Lukoil. | * + - 1. **(A)** The need for the Beneficiary to purchase condensate boiler monitoring audit services from Petrotel-Lukoil ; |
| * + - 1. **(B)** Oferta negociata a Prestatorul declarata castigatoare ca urmare a finalizarii evaluarii tehnico-economice de catre Beneficiar, | * + - 1. **(B)** The offer sent by the supplier accepted by the Beneficiary, |
| * + - 1. **Partile** au convenit sa incheie prezentul Contract de prestari servicii **(**denumit in continuare „**Contractul**”) cu respectarea urmatoarelor clauze : | * + - 1. The parties have agreed to conclude this Service Agreement (hereinafter referred to as the "Agreement") in compliance with the following clauses: |
| 1. OBIECTUL CONTRACTULUI | 1. THE OBJECT OF THE AGREEMENT |
| * 1. Prezentul Contract are ca obiect achizitia de catre Beneficiar a serviciilor de audit monitorizare populatie oale condens din cadrul PETROTEL - LUKOIL S.A.. | * 1. The object of this Agreement is the purchase by the Beneficiary of the condensate boiler population monitoring audit services from PETROTEL - LUKOIL S.A... |
| * 1. Scopul il reprezinta aducerea echipamentelor ce fac obiectul prezentului Contract la parametrii indicati de producatori, pentru a corespunde caracteristicilor si conditiilor tehnice optime de functionare. | * 1. The Scope is bringing the Equipment representing the object of the Agreement herein to the parameters indicated by the Producers, for complying with the optimum technical characteristics and requirements of operation. |
| * 1. Prezentul Contract este incheiat in conditiile documentelor de licitatie ale Beneficiarului si Ofertei de licitatie castigatoare a Prestatorului . | * 1. This Agreement is concluded in accordance with the terms of the Beneficiary's tender documents and the Provider's winning tender offer . |
| * 1. Descrierea lucrarilor necesare sunt prezentate sumar in **Anexa nr. 1** la prezentul Contract – Cerinte tehnice . | * 1. The description of the necessary works are briefly presented in **Appendix no. 1** to this Agreement – Technical requirements. |
| * 1. Prestatorul este responsabil pentru respectarea legii si pentru obtinerea si mentinerea in vigoare pe cheltuiala sa, a tuturor certificarilor, autorizatiilor, avizelor, licentelor etc. necesare in conformitate cu Contractul si legislatia aplicabila in vederea executarii Contractului, si sa anunte Beneficiarul, in termen de 24 de ore anularea, retragerea, incetarea acestora, precum si orice alte cazuri care afecteaza valabilitatea acestora si/sau executarea Contractului de catre Prestator in orice fel. | * 1. The Provider is responsible for complying with the law and for obtaining and maintaining in force, at his expense, all certifications, authorizations, approvals, licenses, etc. necessary in accordance with the Agreement and applicable legislation for the execution of the Agreement, and to notify the Beneficiary, within 24 hours, of their cancellation, withdrawal, termination, as well as any other cases that affect their validity and/or the execution of the Agreement by the Provider in any way. |
| 1. DURATA CONTRACTULUI | 1. VALIDITY OF CONTRACT |
| * 1. Perioada de valabilitate a Contractului incepe la data semnarii respectiv ............. si are valabilitate 12 luni de la semnare respectiv ............. | * 1. The validity period of the Agreement begins on the date of signing, respectively ............. and is valid for 12 months from the signing, respectively .............. |
| * 1. Prelungirea valabilitatii Contractului se va face cu acordul ambelor parti, prin semnarea unui act adiţional la Contract. | * 1. Extending the validity of the Agreement will be done with the agreement of both parties, by signing up an addendum to the Agreement. |
| 1. PREŢUL ŞI MODALITATEA DE PLATĂ ALE LUCRARILOR | 1. THE PRICE AND TERMS OF PAYMENT FOR WORKS |
| * 1. Valoarea totala maximala a Contractului, este de ........... EURO, valoare fara TVA, conform **Anexa Nr. 2** la prezentul Contract. | * 1. The total maximum value of the Agreement, non VTA is ...... EURO, according to **Appendix No. 2** to the Agremeent herein. |
| * 1. Oferta va include preturile unitare ale lucrarilor, toate cheltuiele de trasport ale personalului si cheltuielile aferente chiriilor si utilitatilor in cazul in care sunt necesare ce vor fi obiectul unor contracte separate. | * 1. The offer will include the unit prices of the works, all the transport expenses of the staff and the expenses related to rents and utilities if they are necessary, which will be the subject of separate agreements. |
| * 1. Plata facturilor se va face numai pe baza urmatoarelor documente: | * 1. Payment of invoices will be completed based only on the following documentation: |
| * + - * 1. Comanda de lucru si devizul oferta; | * + - * 1. Work Order and Offer Estimate. |
| * + - * 1. Documente care dovedesc executia lucrarilor (Proces Verbal de receptie model conform **Anexa Nr. 3** la Contract); | * + - * 1. Documents proving the work execution (Minutes of Reception model according to **Appendix No. 3** at the Agreement); |
| * + - * 1. Documente tehnice conform obiectului prezentului contract; | * + - * 1. Technical documents that make the object of the Agreement; |
| * + - * 1. Factura fiscala. | * + - * 1. Fiscal Invoice. |
| * 1. Pentru evitarea oricarui dubiu, eforturile speciale (costurile) care sunt necesare pentru realizarea obiectului Contractului, asa cum se mentioneaza in Contractul, nu vor fi considerate ca fiind o modificare a obiectului acestui Contract si nu vor indreptati Prestatorul la nicio compensatie suplimentara pe langa cea cuvenita conform prezentului Contract. | * 1. In order to avoid any doubt, the special efforts (costs) that are necessary to achieve the object of the Agreement, as mentioned in the Agreement shall not be considered as a modification of the object of this Agreement and will not entitle the Provider to any additional compensation due under this Agreement. |
| * 1. Plata facturii se va face in termen de maxim 60 de zile calendaristice de la data emiterii facturii, prin transfer bancar in contul Prestatorului identificat in partea introductiva a Contractului, data platii fiind considerata data debitarii contului bancar al Beneficiarului. | * 1. The payment of the invoice will be made within a maximum of 60 calendar days from the date of issuing the invoice, by bank transfer, in the Contractor's account identified in the introductory part of the Agreement, the payment date being considered the debiting of the Beneficiary's bank account. |
| * 1. Beneficiarul va achita contravaloarea facturii fiscale, insotite de toate documentele mentionate la Art. **4.3.**, emise conform prezentului Contract, in termenul mentionat la Art. **4.5.** , dupa verificarea si acceptarea fara obiectiuni de catre Beneficiar a tuturor acestor documente. | * 1. Beneficiary will pay the counter value of the fiscal invoice attached to all of the documents mentioned at Art. **4.3.** issued according to the Agreement herein, according to the term mentioned at Art. **4.5.**, following the assessment and acceptation by the Beneficiary of all of these documents. |
| * 1. In cazul in care, in urma verificarilor, se constata ca dosarul de plata nu poate fi acceptat la plata, acesta va fi returnat Prestatorului, in termen de 10 (zece) zile calendaristice de la data primirii in original, impreuna cu refuzul justificat, Prestatorul avand obligatia eliminarii observatiilor. In aceasta situatie, Prestatorul nu va avea dreptul de a pretinde Beneficiarului plata de penalitati de intarziere sau orice fel de alte daune. Noua data a scadentei va fi de 60 de zile de la data emiterii facturii corectata. | * 1. If, following the verifications, it is found that the payment file cannot be accepted for payment, it will be returned to the Contractor, within 10 (ten) calendar days from the date of receipt in original, together with the justified refusal, the Contractor having the obligation to delete observations. In this situation, the Contractor will not have the right to claim from the Beneficiary the payment of late payment penalties or any other damages. The new due date will be 60 days from the date of issuing the corrected invoice. |
| * 1. In cazul in care ziua scadentei este o zi nelucratoare (zi de weekend sau sarbatoare legala), termenul scadent este considerat urmatoarea zi lucratoare. | * 1. If the due date is a non-working day (weekend day or legal holiday), the due date is considered the next working day. |
| * 1. Plata se face in RON la cursul EURO din data emiterii facturii . | * 1. The payment will be completed in RON at the EURO exchange rate from the date of the invoice. |
| * 1. Partile vor respecta reglementarile legale in materie de facturare si T.V.A., aplicabile Lucrarilor ce fac obiectul prezentului Contract, inclusiv, dar fara a se limita la regulile privind locul prestarii Lucrarilor. | * 1. The Parties will comply with the legal regulations regarding invoicing and VAT, applicable to the Works that are the subject of this Agreement, including, but not limited to the rules regarding the place of performance of the Works. |
| 1. TERMENE DE LIVRARE SI RECEPTIE A ECHIPAMENTELOR | 1. DELIVERY DEADLINES AND RECEPTION OF THE EQUIPEMENTS |
| * 1. Toate lucrarile se vor executa in baza comenzii lansate de Beneficiar in care se precizeaza data inceperii procedurii de achizitie cat si data limita de furnizare piese de schimb. | * 1. All of the works will be executed according to the order issued from Beneficiary, in which précising the date of beginning the purchase procedure, and also the deadline for delivering the spare parts. |
| * 1. Lucrarile se vor executa in termen prevazut in comanda de lucru; | * 1. The works will be delivered according to the term provided by the work order. |
| * 1. Daca efectiva a finalizarii lucrarilor se considera data consemnata in procesul verbal de receptie de catre Beneficiar. | * 1. The effective date of works completion will be considered the date of signing Minutes of reception by the Beneficiary. |
| * 1. La livrare Produsele vor fi insotite de documentele mentionate la articolul **4.3.** punctul c). | * 1. When delivering the Products will be accompanied by the documentation mentioned at article **4.3.** item c). |
| 1. GARANTII | 1. WARRANTIES |
| * 1. Prestatorul raspunde pe toata perioada contractuala de obiectivitatea rezultatelor masuratorilor, a calculelor si a recomandarilor facute . | * 1. The provider is responsible throughout the contractual period for the objectivity of the measurement results, calculations and recommendations made.. . |
| * 1. Beneficiarul nu este obligat să respecte un anumit termen pentru reclamarea viciilor și/sau lipsurilor. | * 1. The beneficiary is not obliged to comply with a certain deadline for complaining about defects and/or shortages . |
| * 1. Prestatorul garantează faptul că Lucrarile vor fi executate corespunzător, cu diligenţă maximă, într-o manieră profesională, prin intermediul unui personal calificat, în condiţii de siguranţă, cu grija şi diligenţa corespunzătoare, şi vor satisface cerinţele agreate contractual. Lucrarile vor respecta pe deplin detaliile si specificatiile primite şi instrucţiunile Beneficiarului. | * 1. The Provider guarantees that the Works will be executed properly, with maximum diligence, in a professional manner, by means of qualified personnel, in safe conditions, with due care and diligence, and will satisfy the contractually agreed requirements. The works will fully respect the details and specifications received and the Beneficiary's instructions. |
| * 1. Pe toata perioada garantiei Prestatorul va raspunde cat mai curand posibil si va remedia pe cheltuiala sa reclamatiile mentionate la pct **6.2..** | * 1. During the entire warranty period, the Provider will respond as soon as possible and will remedy the complaints mentioned in point **6.2.** at its own expense. |
| 1. PENALITATI | 1. PENALITIES |
| * 1. În cazul în care Beneficiarul întârzie efectuarea obligatiilor de plata fata de termenele stipulate în prezentul Contract din vina proprie, acesta urmeaza sa plateasca penalitati de 0,15% din valoarea obligatiei neexecutate pentru fiecare zi de întârziere, calculate pana la indeplinirea efectiva a obligatiilor. | * 1. If the Beneficiary delays the payment obligations compared to the terms stipulated in this Agreement through its own fault, it shall pay penalties of 0.15% of the value of the non-executed obligation for each day of delay, calculated till the effective finish of work obligations. |
| * 1. Pentru executarea cu intarziere sau necorespunzatoare ori pentru neexecutarea obiectului prezentului Contract si a obligatiilor contractuale asumate, pentru fiecare zi de intarziere, Prestatorul va plati penalitati de intarziere in cuantum de 0,15 % din valoarea Lucrarilor neexecutate, calculate pana la executarea efectiva a obligatiilor. | * 1. For the delayed or improper execution or for the non-execution of the object of this Agreement and of the assumed contractual obligations, for each day of delay, the Provider shall pay delay penalties in the amount of 0.15% of the value of the unexecuted Works, calculated until the effective execution of the obligations. |
| * + - 1. In plus, Prestatorul poate fi sanctionat conform Registrului unitar cu penalizari anexa la Contract. | * + - 1. In addition, the Provider may be sanctioned according to the Unitary Register with penalties appendix to this Agreement. |
| * + - 1. Penalitatile vor fi platite la cerere si pot fi compensate cu orice plata scadenta in favoarea Partii care le solicita, dupa emiterea facturii acceptate de Prestator. | * + - 1. Penalties will be paid on request and may be offset against any payment due in favor of the requesting Party, after registering the accepted invoice by The Contractor. |
| 1. SUBCONTRACTANTI | 1. SUBCONTRACTORS |
| * 1. Prestatorul poate să efectueze anumite Lucrări în regim de subantrepriză numai cu subcontractanti agreati de catre Beneficiar conform **Anexa Nr. 4** la prezentul Contract. | * 1. The Provider is allowed to perform certain subcontracted Works only with subcontractors approved by the Beneficiary according to **Appendix No. 4** to this Agreement. |
| * 1. Lista din **Anexa Nr. 4** la prezentul Contract poate fi completata la propunerea uneia din Parti si cu acceptul celeilalte Parti, iar subcontractantii din aceasta lista nu pot subcontracta la randul lor Lucrari din prezentul Contract. | * 1. The List in **Appendix No. 4** of this Agreement may be supplemented at the proposal of one of the Parties and with the consent of the other Party, and the subcontractors in this list may not subcontract in turn Works under this Agreement. |
| * 1. In toate cazurile, Prestatorul va răspunde direct faţă de Вeneficiar pentru neîndeplinirea obligaţiilor contractuale asumate de subcontractantii Prestatorului. | * 1. In all cases, the Provider shall be directly liable to the Beneficiary for non-fulfillment of the contractual obligations assumed by the Subcontractors of the Provider. |
| * 1. Prestatorul este obligat sa verifice daca subcontractantii propusi de el, sunt atestati pentru executarea Lucrarilor corespunzatoare si poarta raspunderea ca subcontractantii sa execute doar acele lucrari pentru care sunt autorizati. | * 1. The Provider undertakes to verify whether its subcontractors proposed are certified for the execution of the corresponding Works and are responsible for the subcontractors to execute only those works for which they are authorized. |
| * 1. Inainte de inceperea Lucrarilor, Prestatorul este obligat sa comunice in scris datele de identificare ale subcontractantilor de specialitate ai acestuia. | * 1. Before starting the Works, the Contractor shall communicate in writing the identification data of its specialized subcontractors. |
| * 1. Prestatorul declară în mod expres că exonerează total Beneficiarul de orice responsabilitate, fie plată de daune, interese, compensaţii sau alte asemenea, care ar putea fi solicitate de o terţă persoană în privinţa sau ca urmare a unui accident sau prejudiciu adus unei persoane angajate de Prestator. | * 1. The Provider expressly declares that it fully relieves the Beneficiary of any liability, whether payment of damages, interest, compensation or the like, which may be claimed by a third party in respect of or as a result of an accident or injury to a person employed by the Provider. |
| 1. RĂSPUNDEREA PĂRŢILOR | 1. RESPONSIBILITY OF THE PARTIES |
| * 1. Prestatorul va raspunde si va despagubi integral Beneficiarul pentru orice defecte, neconcordante, erori sau omisiuni ale prestatiilor sale in baza prezentului Contract, precum si pentru orice incalcare a acestuia. | * 1. The Provider shall be liable and fully compensate the Beneficiary for any defects, inconsistencies, errors or omissions of its services under this Agreement, as well as for any breach thereof. |
| * 1. Prestatorul va fi raspunzator neconditionat si va despagubi integral Beneficiarul pentru orice dauna dovedita ca fiind din culpa sa exclusiva, cauzata acestuia sau tertilor, de actele sau omisiunile personalului sau. | * 1. The Provider shall be unconditionally liable and fully compensate the Beneficiary for any damage proven to be his sole fault, caused to him or to third parties, by the acts or omissions of his personnel. |
| * 1. Prestatorul va fi deplin raspunzator si va apara, va proteja si va despagubi integral si imediat Beneficiarul pentru si impotriva tuturor daunelor care ar putea sa decurga din esecul propriu de a-si indeplini obligatiile contractuale, in special impotriva formularii de pretentii de catre terti. | * 1. The Provider shall be fully liable and defend, protect and indemnify in full and immediately the Beneficiary for and against all damages that may arise from its own failure to fulfill its contractual obligations, in particular against the formulation of claims by third parties. |
| * 1. Prestatorul va fi deplin raspunzator si va apara, va proteja si va despagubi Beneficiarul pentru prejudiciile aduse vietii, integritatii corporale si sanatatii angajatilor, reprezentantilor, consultantilor si agentilor Beneficiarului, cauzate de Prestator (sau de angajatii ori de subcontractantii acestuia etc.). | * 1. The Provider shall be fully liable and shall defend, protect and indemnify the Beneficiary for damages to the life, bodily integrity and health of the Beneficiary's employees, representatives, consultants and agents, caused by the Provider (or by its employees or subcontractors, etc.). |
| * 1. Partile agreeaza ca Prestatorul nu va fi tinut raspunzator in cazul precizat la articolul **9.1.- 9.4**. din prezentul Contract, daca acesta va fi in imposibilitatea de a-si executa obligatiile contractuale in termenele stabilite, din vina Beneficiarului. | * 1. The Parties agree that, the Provider shall not be held liable in the case specified in Article **9.1. - 9.4.** of this Agreement, if he is unable to perform his contractual obligations within the established deadlines, through the fault of the Beneficiary. |
| * 1. Beneficiarul isi rezerva dreptul sa dispuna interzicerea definitiva a accesului in societate pentru persoanele in cauza daca in timpul controalelor se constata urmatoarele incalcari: | * 1. The Beneficiary reserves the right to order the definitive prohibition of access to the company for the persons concerned if during the controls the following violations are found: |
| Incalcarea regimului de acces in obiectivele periculoase; | Violation of the access regime in hazardous objectives; |
| Neutilizarea de catre personal a echipamentului individual de protectie specific Lucrarilor executate; | Failure by staff to use personal protective equipment specific to the work performed; |
| Introducerea tigãrilor si a surselor de foc, fumatul si folosirea surselor de foc pe teritoriul societãtii; | Introduction of cigarettes and fire sources, smoking and use of fire sources on the territory of the Company; |
| Accesul pe teritoriul societatii a persoanelor sub influenta bauturilor alcoolice si/sau substantelor interzise (droguri); | Access to the territory of the society of persons under the influence of alcoholic beverages and / or prohibited substances (drugs); |
| Introducerea sau consumul in societate a bauturilor alcoolice si/sau substantelor interzise; | The introduction or consumption in society of alcoholic beverages and / or prohibited substances; |
| Refuzul de a se supune controlului pe teritoriul societãtii cu privire la: alcoolemie, detinere de bãuturi alcoolice etc.; | Refusal to submit to the control on the territory of the company regarding: alcoholemia, possession of alcoholic beverages, etc; |
| Procurarea/sustragerea de produse petroliere. | Procurement/ theft of petroleum products. |
| * 1. Orice persoana care depisteaza incalcari ale normelor de securitatea muncii are dreptul si obligatia de a anunta acest lucru imediat persoanelor responsabile din rafinarie. | * 1. Any person who detects breaches of occupational safety regulations has the right and obligation to notify this immediately to the persons responsible for the refinery. |
| * 1. Retragerea permiselor in conditiile de mai sus nu absolva Prestatorul de indeplinirea corecta si la timp a celorlalte obligatii asumate prin Contract. | * 1. Withdrawal of permits under the above conditions does not absolve the Provider from the correct and timely fulfillment of the other obligations assumed by the Agreement. |
| * 1. Pe toata perioada de derulare a Contractului, Partile vor respecta prevederile, continute în: | * 1. During the term of the Agreement, the Parties shall comply with the provisions contained in: |
| Registru unitar cu penalizari aplicabile firmelor terte - **Anexa Nr. 5** la prezentul Contract; | Unitary register with penalties applicable to third party companies - **Appendix No. 5** to this Agreement; |
| Conventia de Securitate - Sanatate in Munca, Situatii de Urgenta si Protectia Mediului - **Аnexa Nr. 6** la prezentul Contract; | Convention on Safety and Health at Work, Emergency Situations and Environmental Protection - **Appendix No. 6** to this Agreement ; |
| Regulament de sanctionare al lucratorilor din cadrul firmelor terte care isi desfasoara activitatea pe teritoriul Petrotel - Lukoil, pentru incalcarea dispozitiilor din domeniile securitatii si sanatatii in munca, situatiilor de urgenta, sigurantei industriale si a regimului intern si de acces - **Anexa Nr. 7** la prezentul Contract; | Regulation for sanctioning the workers within the third companies that carry out their activity on the territory of Petrotel - Lukoil, for violating the provisions in the fields of safety and health at work, emergency situations, industrial safety and the internal and access regime - **Appendix No. 7** to this Agreement ; |
| Regulament privind sanctionarea firmelor terte pentru incalcarea prevederilor din domeniul protectiei mediului - **Anexa Nr. 8** la prezentul Contract; | Regulation regarding the sanctioning of third companies for violating the provisions in the field of environmental protection - **Appendix No. 8** to this Agreement; |
| Procedura de planificare - **Anexa Nr.** **9** la prezentul Contract; | Scheduling Procedure – **Appendix No. 9** to this Agreement; |
| Politica Securitatii Informationale PLK si cerinte - **Anexa Nr.** **10** la prezentul Contract; | PLK Information Security Policy and requirements - **Appendix No.** **10** to this Agreement; |
| - Regulament cu privire la asigurarea securitatii informationale in PLK. - **Anexa Nr. 11** la prezentul Contract; | Regulation on ensuring information security in PLK. - **Appendix No. 11** to this Agreement; |
| Regulament privind asigurarea accesului la resursele informationale si utilizarea acestora - **Anexa Nr. 12** la prezentul Contract. | Regulation on ensuring access to information resources and their use - **Appendix No. 12** to this Agreement; |
| 1. OBLIGATIILE PRESTATORULUI | 1. OBLIGATIONS OF THE PROVIDER |
| * 1. Prestatorul trebuie sa detina echipamente si personal astfel incat sa execute calitativ si in termen lucrarile ce fac obiectul Contractului. | * 1. The Provider must have equipment and personnel so as to perform the works that are the subject of the Agreement with quality and on time. |
| * 1. Prestatorul este obligat sa raspunda la solicitarea Beneficiarului conform comenzilor emise de catre acesta | * 1. The Provider shall respond to the Beneficiary's request according to the orders issued. |
| * 1. Daca este necesar sa subcontracteze unele Lucrari, Prestatorul raspunde pentru calitatea Lucrarilor si se ocupa de toata actiunea (comanda, intocmire formalitati de acces la pozitia de lucru, permise de lucru, receptia Lucrarilor). | * 1. If it is necessary to subcontract some Works, the Provider is responsible for the quality of the Works and takes care of all the action (order, preparation of access formalities to the working position, work permits, reception of the Works). |
| * 1. În cazul în care Prestatorul consideră că dispoziţiile Beneficiarului nu sunt justificate şi nu au fost transmise la timp, acesta poate sa suspende executarea lor pe perioada de convenire a condiţiilor, cu exceptia lucrărilor de intervenţie si remediere. | * 1. If the Provider considers that the provisions of the Beneficiary are not justified and have not been transmitted in time, he may suspend their execution during the period of the agreement of the conditions, except for the intervention and remediation works. |
| * 1. Prestatorul poate şi este obligat să formuleze observatii în termen de 5 zile. Beneficiarul este obligat sa transmita raspunsul in termen de 5 zile de la primirea observaţiilor formulate de Prestator. | * 1. The provider has the right and has to make observations within 5 days. The Beneficiary shall send the answer within 5 days from the receipt of the comments made by the Provider. |
| * 1. Sa asigure sculele, dispozitivele si materialele necesare desfasurarii activitatii in conditii de siguranta si la nivelul calitativ impus de standardelePetrotel-Lukoil S.A**.** | * 1. To provide the tools, devices and materials necessary to carry out the activity in safe conditions and at the quality level imposed by the standards of Petrotel-Lukoil S.A. |
| * 1. Sa detina avizele si autorizatiile de specialitate,in conformitate cu stаdardele in vigoare, pentru executia lucrarilor din obiectul Contractului. | * 1. To hold the specialized permits and authorizations, in accordance with the standards in force, for the execution of the works from the object of the Agreement. |
| * 1. Inainte de inceperea Lucrarilor, Prestatorul este obligat sa comunice in scris datele de identificare ale subcontractantii de specialitate ai acestuia. | * 1. Before starting the Works, the Contractor shall communicate in writing the identification data of his specialized subcontractor. |
| * 1. Lucrarile vor fi executate în baza tehnologiilor şi a documentatiilor, aparţinand Prestatorului, tehnologii implementate in baza documentatiei de proiect a echipamentulului pusa la dispozitie de catre Beneficiar. | * 1. The works shall be executed based on the technologies and documentation, belonging to the Provider, technologies implemented based on the project documentation of the equipment provided by the Beneficiary. |
| * 1. După întocmirea **ACTULUI DE PREDARE - PRIMIRE amplasament**, Beneficiarul va întocmi permise de lucru, specifice Lucrarii, in conformitate cu legislatia, regulamentele si instructiunile in vigoare. | * 1. After drawing up the **OFFICIAL REPORT OF HAND OVER - TAKE OVER** the location, the Beneficiary will draw up the work permits, specific to the Work, in accordance with the legislation, regulations and instructions in force. |
| * 1. Prestatorul este obligat: | * 1. Provider has the obligations to: |
| * + 1. Sa aiba un responsabil instruit in domeniul SSM-SU. | * + 1. To have a trained manager in the field of OSH-SU. |
| * + 1. Sa aiba un responsabil de mediu in conformitate cu OUG 195/2005 art. 94. | * + 1. To have an environmental manager in accordance with GEO 195/2005 art. 94. |
| * + 1. Personal muncitor va avea echipamentul individual de protectie curat, in perfecta stare (nu se accepta EIP uzat, decolorat de la multiple curatiri) inscriptionat cu numele firmei. Echipamentul individual de protectie va respecta legislatia, standardele in vigoare privind fabricarea si punerea acestora pe piata. | * + 1. Worker personnel will have the personal protective equipment clean, in perfect condition (worn PPE, discolored from multiple cleanings is not accepted) inscribed with the company name. The personal protective equipment will comply with the legislation, the standards in force regarding their manufacture and placing on the market. |
| * + 1. Prestatorul isi asuma intreaga responsabilitate pentru operatiunile executate si procedeele de executie utilizate, cu respectarea prevederilor documentatiei de executie precum si a prevederilor legislatiei in domeniile Securitatii si Sanatatii in munca, Situatii de Urgenta si Protectia Mediului. | * + 1. The provider assumes full responsibility for the operations performed and the execution procedures used, in compliance with the provisions of the execution documentation, as well as the provisions of the legislation in the fields of Occupational Safety and Health, Emergency Situations and Environmental Protection. |
| * + 1. Prestatorul asigura executia in siguranta a Lucrarilor prestate, in conformitate cu legislatia romana in vigoare, inclusiv cu cerintele Beneficiarului cu privire la Securitatea si Sanatatea in Munca, Situatii de Urgenta si Protectia Mediului, luand toate masurile de siguranta si pentru protectia mediului inconjurator in interiorul santierului. | * + 1. The Provider provides the safe execution of the Works performed, in accordance with the Romanian legislation in force, including the requirements of the Beneficiary regarding Occupational Safety and Health, Emergency Situations and Environmental Protection, taking all safety measures and for the protection of the environment inside the site. |
| * 1. Pe parcursul executarii Lucrărilor, Prestatorul se obliga: | * 1. During the execution of the Works, the Provider undertakes: |
| * + 1. Să solicite, prin intermediul Beneficiarului, revizia documentaţiei elaborate de Proiectant (altul decat Prestatorul), în cazul în care sunt necesare lucrări suplimentare sau modificări/ îmbunătaţiri ale documentaţiei. | * + 1. To request, through the Beneficiary, the revision of the documentation elaborated by the Designer (other than the Provider), in case additional works or modifications/ improvements of the documentation are necessary. |
| * + 1. Să numească responsabili de Lucrări pentru relaţia cu Вeneficiarul. | * + 1. To appoint those responsible for the Works for the relationship with the Beneficiary. |
| * + 1. Să asigure Lucrările executate şi dotările pe care le are la dispoziţie, împotriva degradărilor şi furturilor, pană la recepţia şi predarea lor către Вeneficiar. | * + 1. To ensure the Executed Works and the endowments at their disposal, against degradation and theft, until their reception and delivery to the Beneficiary. |
| * + 1. Să utilizeze în execuţia Lucrărilor numai materiale, echipamente, produse sau procedee omologate. | * + 1. To use in the execution of the Works only approved materials, equipment, products or processes. |
| * + 1. Sa menţina caile de acces libere, sa retraga utilajele, sa îndeparteze surplusul de materiale, deseurile şi lucrarile provizorii de orice fel, care nu mai sunt necesare. Este interzisa introducerea deseurilor colectate in sistemul de canalizare (cu exceptia apelor uzate) pe cheltuiala proprie. | * + 1. To keep the access roads free, to withdraw the equipment, to remove the surplus materials, waste and temporary works of any kind, which are no longer necessary. It is forbidden to introduce the collected waste in the sewerage system (except for wastewater) at his own expense. |
| * + 1. Prestatorul va asigura pastrarea ordinii si curateniei, colectarea selectiva a deseurilor provenite din material marunt rezultate in urma activitatii si predarea lor catre firme specializate, cu respectarea conditiilor de mediu pe cheltuiala proprie. | * + 1. The provider will ensure the maintenance of order and cleanliness, the selective collection of waste from small material resulting from the activity and their delivery to specialized companies, in compliance with environmental conditions at his own expense. |
| * + 1. Managerul de proiect/ seful de echipa care executa Lucrari in calitate de Prestator sau Subcontractant, este obligat ca oricand la cererea unui organ de control al Beneficiarului sa prezinte informatii complete despre comanda in baza careia se executa Lucrarea respectiva (numar comanda, emitentul comenzii). | * + 1. The project manager / team leader who executes the Works as Provider or Subcontractor, at any time, at the request of a control body of the Beneficiary will present complete information about the order under which the respective Work is executed (order number, order issuer). |
| * + 1. Prestatorul are obligaţia analizarii documentatiei (proiecte, dispozitii de santier, note de constatare) transmise de catre Beneficiar spre executie, iar daca sunt observatii (din punct de vedere tehnic, executie, schite, deviz) sa le transmita scris in maxim 3 zile de la primirea acesteia sau dupa caz de la constatarea unei neregularitati. | * + 1. The provider has the obligation to analyze the documentation (projects, site provisions, finding notes) sent by the Beneficiary for execution, and if there are observations (from a technical point of view, execution, sketches, estimate) send them in writing within 3 days from receiving it or, as the case may be, from the finding of an irregularity. |
| * + 1. Sa dispuna de personal tehnic si muncitor angajat permanent, cu inalta calificare, cu experienta bogata in executia lucrarilor de reparatii din rafinarii si sa aiba un numeric suficient pentru a executa Lucrarile din prezentul Contract. | * + 1. To have technical staff and permanently employed workers, with high qualification, with rich experience in the execution of repair works in refineries and to have a sufficient number to execute the Works in this Agreement . |
| * + 1. Sa detina autorizatiile, conform legislatiei in vigoare, pentru executia Lucrarilor specifice prezentului Contract. | * + 1. To be awarded with the authorizations, according to the legislation in force, for the execution of the Works specific to this Agreement. |
| * + 1. Sa aiba experienta in efectuarea de Lucrari similare. | * + 1. To have experience in performing similar works. |
| * + 1. Sa aiba si sa mentina implementat sistemul de management al calitatii conform cerintelor ISO 9001 - 2015; | * + 1. To have and maintain implemented the quality management system according to the requirements of ISO 9001 - 2015; |
| * + 1. Sa aiba specialisti SAP pentru prelucrarea in sistem informatic a comenzilor, gestionarea stocurilor virtuale de materiale. Sa colaboreze indeaproape cu specialistii Beneficiarului in ceea ce priveste lucrul in SAP (planificarea lucrarilor, atribuirea statutelor, introducerea de materiale, confirmarea operatiilor, consumul materialelor); | * + 1. To have SAP specialists for computer processing of orders, management of virtual stocks of materials. To collaborate closely with the Beneficiary's specialists regarding the work in SAP (planning the works, assigning the statutes, introducing materials, confirming the operations, consuming the materials); |
| * + 1. Sa detina baza materiala necesara executarii Lucrarilor. Prestatorul va prezenta catre Beneficiar o lista minima cu materiale sau utilaje pe care le are la dispozitie; | * + 1. To have the material basis necessary for the execution of the Works. The Provider will present to the Beneficiary a minimum list of materials or equipment at his disposal; |
| * + 1. Sa aiba capabilitatea de a propune solutii tehnice de imbunatatire a performantelor echipamentului. | * + 1. To have the ability to propose technical solutions to improve the performance of the equipment. |
| * + 1. Sa prezinte Beneficiarului atestarile personalului si firmei, sa permita testarea personalului propriu privind nivelul de cunostinte tehnice pentru mentenanta echipamentelor. | * + 1. To present to the Beneficiary the attestations of the personnel and the company, to allow the testing of the own personnel regarding the level of technical knowledge for the equipment maintenance. |
| * + 1. Sa prezinte dovada instruirii in vederea folosirii echipamentelor din dotare. | * + 1. To present the proof of the training in order to use the endowment equipment. |
| * + 1. Timpul de raspuns al Prestatorului, la solicitarea pe e-mail pentru orice lucrare/deviz/clarificare este de maximum 48 de ore indiferent de acesta. (exemplu: se solicita pe mail un deviz pentru executia unei lucrari. Prestatorul este obligat sa raspunda cu privire la termenul de predare al acestui deviz) | * + 1. The response time of the Provider, to the e-mail request for any work/estimate/clarification, is a maximum of 48 hours regardless of it. (example: an estimate for the execution of a work is requested by email. The Provider is obliged to answer regarding the delivery deadline of this estimate). |
| * + 1. Neclaritatile legate de documentatia de Licitatie a Beneficiarului trebuie lamurite inainte de depunerea Ofertelor in termenele precizate in aceasta documentatie. | * + 1. The clarifications related to the Beneficiary's tender documentation must be made before the submission of the Offers within the terms specified in this documentation. |
| * 1. După terminarea Lucrărilor, Prestatorul se obligă: | * 1. After the completion of the Works, the Provider undertakes: |
| * + 1. Să răspundă pentru calitatea Lucrărilor executate în perioada de garanţie. | * + 1. To be responsible for the quality of the Works executed during the warranty period. |
| * + 1. Să remedieze fara plata parţile de Lucrari, pe care le-a executat cu deficiente sau abateri peste limitele, prevazute in documentatia de executie, a prevederilor standardelor în vigoare, a cartilor tehnice, constatate pe parcursul executiei Lucrarilor, cu ocazia receptiei sau în perioada de garantie. | * + 1. To remedy without payment the parts of the Works, which it has executed with deficiencies or deviations beyond the limits, provided in the execution documentation, of the provisions of the standards in force, of the technical books, found during the execution of the Works, during the reception or during guarantee. |
| * + 1. Să comunice Вeneficiarului data terminarii Lucrarilor, în vederea întrunirii comisiei de receptie şi efectuarea receptiei la terminarea Lucrarilor. | * + 1. To communicate to the Beneficiary the date of completion of the Works, in order to meet the reception commission and to perform the reception at the end of the Works. |
| * + 1. Sa recalculeze devizele oferta si situatiile de plata conform volumelor de Lucrari constatate in teren. Pentru valorile inscrise pe situatiile de plata dupa recalculare si in SAP, Prestatorul poarta intreaga raspundere. | * + 1. To recalculate the offer estimates and the payment situations according to the volumes of Works found in the field. For the values entered on the payment statements after recalculation and in SAP, the Provider bears full responsibility. |
| * + 1. Sa elibereze documentele mentionate la Capitol Garantii din prezentul Contract in termen de 48 ore de la examinare, costul acestora fiind inclus in tariful practicat; | * + 1. To issue the documents mentioned in Chapter Guarantees of this Agreement within 48 hours from the examination, their cost being included in the tariff applied; |
| * + 1. Prestatorul va elibera locul unde au fost executate Lucrările, de toate utilajele şi lucrările provizorii precum şi orice materiale aprovizionate şi nefolosite, in termen de 15 zile. Prestatorul are obligatia sa predea amplasamentul (instalatia) liber de orice materiale rezultate in urma Lucrarilor. | * + 1. The Provider will release the place where the Works were executed, of all the equipment and temporary works as well as any materials supplied and unused, within 15 days. The provider has the obligation to hand over the location (assembly) free of any materials resulting from the Works. |
| * + 1. Să pregateasca echipamentele pentru efectuarea probelor. | * + 1. To prepare equipment for testing. |
| * + 1. In scurt timp va inlatura observatiile, depistate de catre comisia de receptie. Dupa inlaturarea observatiilor se va efectua din nou receptia utilajelor. Termenul de garantie al utilajelor se va prelungi automat cu perioada de inlaturare a defectelor cu respectarea conditiilor prevazute in Contract. | * + 1. It will soon remove the observations, detected by the reception commission. After removing the observations, the reception of the equipment will be performed again. The warranty period of the equipment will be automatically extended with the period of removal of defects in compliance with the conditions provided in the Agreement . |
| * 1. In cazul în care Prestatorul are neclaritati în legătură cu modul de execuţie al Lucrării, modul de asigurare împotriva accidentelor, calitatea materialelor sau a părţilor de construcţie, a utilajelor tehnologice etc., livrate de către Beneficiar, atunci el trebuie să comunice obiecţiile sale în scris Beneficiarului, in 24 ore de la luarea la cunostiinta. | * 1. If the Provider has uncertainties regarding the execution of the Work, the insurance against accidents, the quality of materials or construction parts, technological equipment, etc., delivered by the Beneficiary, then he must communicate his objections in writing to the beneficiary, within 24 hours from the acknowledgment. |
| * 1. Prestatorul si subcontractantii pe toata perioada de derulare a Contractului vor colabora cu reprezentantii Beneficiarului pentru stabilirea concordantei dintre situatiile de plata si Lucrarile realizate pe teren, inclusiv in cazul controalelor suplimentare organizate de Serviciul Securitate Corporativa din Petrotel - Lukoil. | * 1. The Provider and the subcontractors for the entire duration of the Agreement will collaborate with the Beneficiary's representatives to establish the concordance between the payment situations and the Works performed on the field, including in the case of additional controls organized by the Petrotel - Lukoil Corporate Security Service. |
| * 1. Prestatorul va preda documentele tehnice catre Beneficiar, in conditiile si termenele stabilite si va respecta termenul de finalizare al proiectului. In cazul in care sunt incalcate din culpa sa, aceste termene vor fi prelungite, iar Prestatorul nu va fi scutit de obligatiile sale in ceea ce priveste plata unor penalitati contractuale conform Contractului. | * 1. The Provider will hand over the technical documents to the Beneficiary, under the established conditions and terms and will respect the term of completion of the project. If they are violated through their fault, these terms will be extended, and the Provider will not be exempted from its obligations regarding the payment of contractual penalties according to the Agreement. |
| 1. OBLIGAŢIILE BENEFICIARULUI | 1. OBLIGATIONS OF THE BENEFICIARY |
| * + - 1. Вeneficiarul se obliga: | * + - 1. Beneficiary undertakes: |
| * 1. Să predea Prestatorului, cu proces verbal de predare, amplasamentele pentru executarea Lucrărilor si documentatia tehnica necesara pentru derularea Contractului. | * 1. To hand over to the Provider, with the delivery report, the locations for the execution of the Works and technical documentation necessary for the performance of the Agreement. |
| * 1. Beneficiarul va pune la dispozitia Prestatorului terenul (spatiul) si utilitatile necesare desfasurarii activitatii, in limita disponibila, pentru organizarea de santier. Inchirierea terenului (spatiului) si furnizarea utilitatilor vor fi reglementate prin contracte separate, iar cheltuielile respective sunt incluse in tarifele de service (preturile unitare) din prezentul Contract. | * 1. The Beneficiary will make available to the Provider the land (space) and the utilities necessary for the development of the activity, within the available limit, for the organization of the site. The rent of the land (space) and the provision of utilities will be regulated by separate contracts, and the respective expenses are included in the service tariffs (unit prices) of this Agreement. |
| * 1. Sa asigure zilnic, operativ, permisele de lucru necesare. | * 1. To ensure daily, operatively, the necessary work permits. |
| * 1. Sa emita comenzile de lucru. | * 1. To issue the Work Orders. |
| * 1. Să asigure supravegherea tehnică a Lucrărilor prin responsabili de Lucrari, care verifică respectarea documentaţiei şi volumurile efective de Lucrări, prezentate în situaţiile de plată. | * 1. To ensure the technical supervision of the Works through the persons in charge of the Works, who verifies the observance of the documentation and the actual volumes of the Works, presented in the payment statements. |
| * 1. Să efectueze recepţia la terminarea Lucrarilor in termen de 3 zile de la primirea solicitarii scrise din partea Prestatorului. | * 1. To make the reception at the end of the Works within 3 days from the receipt of the written request from the Provider. |
| * 1. Să asigure accesul şi căile de acces în incinta «Petrotel - Lukoil» S.A. pentru personalul şi utilajele necesare efectuarii Lucrărilor. | * 1. To ensure access and access roads to the premises of «Petrotel - Lukoil» S.A. for the personnel and equipment necessary to carry out the Works. |
| * 1. Sa asigure spatiile de depozitare si caile de acces la amplasamentele de lucru. | * 1. To provide storage spaces and access roads to work sites. |
| * 1. Va transmite Prestatorului, la termenele covenite cu acesta, piesele de schimb şi materialele sarcina sa de aprovizionare, împreună cu documentele de calitate aferente. In cazul in care lipsesc documentele de atestare a calitatii/ conformitatii, Prestatorul va fi exonerat de orice raspundere. In cazul nerespectarii termenului de livrare, termenul de executie al Lucrarilor se va mari cu cel putin numarul de zile de intarziere. | * 1. To deliver to the Provider, according to the terms agreed, the spare parts and materials as his supply task, together with the afferent quality documents. In case the quality/ conformity attestation documents are missing, the Provider will be exonerated from any liability. In case of non-compliance with the delivery term, the execution term of the Works will be increased by at least the number of days of delay. |
| * 1. Să asigure plata Lucrărilor executate şi recepţionate la termenele stabilite în Contract. | * 1. To ensure the payment of the Works executed and received within the terms established in the Agreement. |
| * 1. Sa comunice Prestatorului in scris, sarcinile ce trebuie respectate ca urmare a deciziilor emise de «Petrotel - Lukoil» S.A, pe durata derularii Contractului si sa negocieze cu Prestatorul eventualele obiectiuni ale acestuia. | * 1. To communicate to the Provider in writing, the tasks to be observed as a result of the decisions issued by «Petrotel - Lukoil» S.A., during the performance of the Agreement and to negotiate with the Provider any objections thereof. |
| * 1. Sa confirme, prin semnare, Lucrarile efectuate de Prestator si specificate in situatia de lucrari si nota pentru activitati suplimentare. | * 1. To confirm, by signing, the Works performed by the Provider and specified in the works situation and the note for additional activities. |
| * 1. Să colaboreze cu Prestatorul în relatiile ce decurg din natura Contractului; | * 1. To collaborate with the Provider in the relations according to the nature of the Agreement; |
| * 1. Beneficiarul este în drept să verifice în orice moment mersul şi calitatea Lucrarilor prestate de către Prestator. | * 1. The Beneficiary shall be entitled to check at any time the progress and quality of the Works performed by the Provider. |
| * 1. Pentru evitarea si prevenirea fraudelor care se pot manifesta prin nerespectarea conditiilor contractuale, Beneficiarul poate include Prestatorul in „Blacklist” conform criteriilor prezentate in **Anexa Nr. 13** la prezentul Contract. | * 1. In order to avoid and prevent frauds that may manifest themselves by non-compliance with the contractual conditions, the Beneficiary may include the Provider in the "Blacklist" according to the criteria presented in **Appendix No. 13** to this Agreement. |
| 1. FORTA MAJORA | 1. FORCE MAJEURE |
| * 1. In sensul prezentului Contract „Forta majora” (asa cum este definita de Codul Civil) va insemna orice imprejurare de fapt, extraordinara, imprevizibila si insurmontabila, precum si cauzele unor astfel de imprejurari, care determina in mod obiectiv imposibilitatea oricarei Parti sa continue obligatiile sale Contractuale. | * 1. For the purposes of this Agreement, "Force majeure" (as defined by the Civil Code) shall mean any factual, extraordinary, unforeseeable and insurmountable circumstances, as well as the causes of such circumstances, which objectively determine the impossibility of any Party to continue its contracting obligations. |
| * + - 1. Asemenea imprejurari includ, dar nu se limiteaza la: calamitati, fenomene naturale, blocade, revolutii, razboi, nationalizari, confiscari, greve, embargo, dispozitii legale imperative intrate in vigoare dupa semnarea acestui Contract, etc. | * + - 1. Such circumstances include, but are not limited to: calamities, natural phenomena, blockades, revolutions, war, nationalizations, confiscations, strikes, embargoes, mandatory legal provisions entered into force after the signing of this Agreement, etc. |
| * 1. În cazul apariţiei circumstanţelor de forţă majoră, astfel cum este definita de Codul Civil, ce influenţează asupra executării obligaţiilor contractuale de către Părţi, termenele de executare ale obligaţiilor conform Contractului se suspendă pe perioada acţiunii circumstanţelor menţionate, dacă acestea influenţează semnificativ asupra executării termenului Contractului în întregime sau a părţii Contractului ce trebuie îndeplinită la apariţia circumstanţelor de forţă majoră. | * 1. In case of force majeure circumstances, as defined by the Civil Code, which influence the performance of contractual obligations by the Parties, the terms of performance of obligations under the Agreement are suspended during the action of the said circumstances, if they significantly affect the performance of the contract all or part of the Agreement to be performed in the event of force majeure. |
| * 1. Părţile au obligaţia să se anunţe reciproc în scris, în termen de cel mult 5 zile lucrătoare, referitor la apariţia/ dispariţia circumstanţelor de forţă majoră ce împiedică executarea obligaţiilor conform Contractului, precum şi să prezinte documentele necesare emise de autoritatea competenta cu care să probeze că aceste circumstanţe au avut loc. | * 1. The parties have the obligation to notify each other in writing, within 5 working days, regarding the occurrence / disappearance of circumstances of force majeure that prevent the execution of obligations under the Agreement, as well as to present the necessary documents issued by the competent authority. these circumstances occurred. |
| * 1. Pe perioada situatiei de forta majora Contractul se suspenda, urmand a fi reluat la incetarea acesteia, comunicata in termen de 5 zile. | * 1. During the force majeure situation, the Agreement is suspended, and will be resumed upon its termination, communicated within 5 days. |
| * 1. Pe timpul evenimentului de forţă majoră, nici una din Părţi nu poate reclama penalităţi sau despăgubiri de la cealaltă Parte. | * 1. During the event of force majeure, neither Party may claim penalties or compensation from the other Party. |
| * 1. În cazul în care forţa majoră durează mai mult de 15 zile, Părţile se vor întâlni şi vor decide asupra continuării sau incetarii Contractului. | * 1. If the force majeure lasts more than 15 days, the Parties shall meet and decide on the continuation or termination of the Agreement. |
| * 1. Intarzierea anuntarii despre inceperea sau incetarea circumstantelor care impiedica indeplinirea Contractului impune responsabilitatea de rambursare catre cealalta Parte a pierderilor cauzate de intarzierea notificarii. | * 1. The delay in the notification about the beginning or cessation of the circumstances that prevent the fulfillment of the Agreement imposes the responsibility to reimburse the other Party for the losses caused by the delay in the notification. |
| * 1. Certificatele eliberate de catre Camera de Comert si Industrie din Prahova si/sau alte institutii autorizate pentru eliberarea de documente similare in tara Prestatorului, trebuie sa serveasca ca dovada a circumstantelor mentionate mai sus si a duratei lor. | * 1. The certificates issued by the Prahova Chamber of Commerce and Industry and/or other institutions authorized to issue similar documents in the Supplier's country must serve as proof of the circumstances mentioned above and their duration. |
| 1. CONFIDENŢIALITATEA INFORMAŢIILOR PRIMITE DE PĂRŢI | 1. CONFIDENTIALITY OF INFORMATION RECEIVED BY THE PARTIES |
| * 1. Termenul “Informaţii confidenţiale”, folosit în Contract, înseamnă orice date, pe care Părţile le primesc una de la alta, direct sau indirect, sau în timpul executării Lucrărilor şi serviciilor, precum şi orice alte date prezentate de către Prestator şi Beneficiar cu referinţă la activitatea tehnică şi/ sau economică şi "know-how", cu excepţia datelor incluse în una din următoarele categorii: | * 1. The term “Confidential Information”, used in the Agreement, means any data, which the Parties receive from each other, directly or indirectly, or during the execution of the Works and Services, as well as any other data submitted by the Provider and the Beneficiary with reference to technical and/ or economic activity and "know-how", except for data included in one of the following categories: |
| * + - * 1. Date, care până la momentul divulgării sau obţinerii lor conform Contractului, erau cunoscute publicului, pe bază legală; | * + - * 1. Data, which until the moment of disclosure or obtaining them according to the Agreement, were known to the public, on a legal basis; |
| * + - * 1. Date, care după divulgarea sau obţinerea lor conform Contractului, devin, pe bază legală, cunoscute publicului, doar dacă acest fapt nu este rezultatul divulgării lor de către Părţi sau încălcării Contractului; | * + - * 1. Data, which after their disclosure or obtaining under the Agreement, become, on a legal basis, known to the public, only if this fact is not the result of their disclosure by the Parties or violation of the Agreement; |
| * + - * 1. Date (cu excepţia datelor primite de la terţe persoane), care, până la momentul divulgării sau obţinerii lor conform Contractului, se aflau deja, pe bază legală, la dispoziţia Părţilor; | * + - * 1. Data (excepting the data received from third parties), which, until the time of their disclosure or obtaining under the Agreement, were already, on a legal basis, available to the Parties; |
| * + - * 1. Date primite de către Părţi de la terţe persoane, care dispun de aceste date pe bază legală şi care nu au la bază relaţiile contractuale între Părţi. În acest caz Părţile sunt în drept să utilizeze şi să divulge datele menţionate în condiţiile în care acestea le-au fost furnizate de către terţele persoane. | * + - * 1. Data received by the Parties from third parties, which have this data on a legal basis and which are not based on the contractual relations between the Parties. In this case, the Parties have the right to use and disclose the mentioned data under the conditions in which they were provided to them by third parties. |
| * 1. Partea care în legătură cu executarea obligaţiei contractuale a primit de la cealaltă Parte informaţii cu caracter comercial şi/sau financiar, precum şi date privind soluţiile şi cunoştinţele tehnice, neprotejate de lege, inclusiv informaţii ce constituie secret comercial al celeilalte Părţi, nu este în drept să le comunice terţilor fără acceptul scris al celeilalte Părţi, cu excepţia cazurilor prevăzute de legislaţia României sau actele normative ale Companiei "Lukoil". | * 1. The Party that in connection with the performance of the contractual obligation has received from the other Party information of a commercial and / or financial nature, as well as data on solutions and technical knowledge, not protected by law, including information constituting trade secrets of the other Party, is not entitled to communicate them to third parties without the written consent of the other Party, except for the cases provided by the Romanian legislation or the normative acts of the "Lukoil". |
| * 1. Părţile asigură că dispun de mijloace şi proceduri, ce asigură protecţia Informaţiilor confidenţiale, inclusiv aducerea la cunoştinţa angajaţilor săi despre inadmisibilitatea publicării sau divulgării informaţiilor menţionate fără o permisiune corespunzătoare. Părţile sunt de acord cu faptul că Informaţiile confidenţiale să cadă sub incidenţa mijloacelor şi procedurilor indicate. | * 1. The Parties shall ensure that they have available the means and procedures in place to ensure the protection of Confidential Information, including informing its employees of the inadmissibility of the publication or disclosure of such information without proper permission. The Parties agree that Confidential Information shall be subject to the means and procedures indicated. |
| * 1. În cazul divulgării informaţiilor confidenţiale, fără acordul celeilalte Părţi, Partea ce a comis o astfel de divulgare este obligată să repare daunele directe cauzate celeilalte Părţi, în conformitate cu legislaţia României. | * 1. In case of disclosure of confidential information, without the consent of the other Party, the Party that committed such disclosure shall repair the direct damages caused to the other Party, in accordance with the legislation of Romania. |
| 1. SOLUTIONAREA LITIGIILOR | 1. SETTLEMENT OF DISPUTES |
| * 1. Prezentul Contract este reglementat, interpretat si indeplinit, iar relatiile dintre Parti se stabilesc in conformitate cu legea romana. | * 1. The Agreement herein is regulated, interpreted and fulfilled, and the relations between the Parties are established in accordance with Romanian law. |
| * 1. Toate litigiile, contradictiile şi divergenţele care apar în legătură cu derularea Contractului trebuie solutionate de către Părţi pe cale amiabila prin negocieri directe sau prin mediere. | * 1. All disputes, contradictions and divergences arising in connection with the performance of the Agreement shall be settled amicably by the Parties through direct negotiations or mediation. |
| * 1. Toate litigiile, contradicţiile şi divergenţele care apar în legătură cu, sau, derivând din Contract, nesolutionate de către Părţi pe caleamiabila, vor fi soluţionate de instanţele judecătoreşti în circumscriptia cărora se află sediul Beneficiarului. | * 1. All disputes, contradictions and divergences that arise in connection with, or, arising from the Agreement, unresolved by the Parties through paceful way, will be resolved by the courts in whose district the Beneficiary is located. |
| 1. RECLAMATII | 1. CLAIMS |
| * 1. Reclamatiile cu privire la calitatea lucrarilor pot fi facute de catre Beneficiar Prestatorului pe durata perioadei de garantie. | * 1. The claims regarding the quality of the works can be made by the Beneficiary to the Provider during the warranty period. |
| * 1. Reclamatiile privind cantitatea si integritatea lucrarilor vor fi inaintate Prestatorului de catre Beneficiar pe durata perioadei de garantie, in termenul prevazut la art **6.1.**. | * 1. The claims regarding the quantity and integrity of the works will be submitted to the Provider by the Beneficiary during the warranty period, within the term stipulated in art 6.1. |
| * 1. Reclamatia trebuie sa contina urmatoarele: | * 1. The claim will have to contain the following: |
| * + - * 1. descrierea lucrarilor in conformitate cu Contractul; | * + - * 1. description of works in accordance with the Agreement. |
| * + - * 1. cantitatea lucrarilor la care se refera reclamatia; | * + - * 1. the quantity of works to which the complaint refers. |
| * + - * 1. numarul Contractului; | * + - * 1. Agreement number |
| * + - * 1. documentele de receptie, daca este cazul; | * + - * 1. reception documents, if applicable |
| * + - * 1. la ce se refera reclamatia (lipsuri, calitate necorespunzatoare etc.); | * + - * 1. what does the claim refer to (shortcomings, inadequate quality, etc.) |
| * + - * 1. Solicitarile Beneficiarului (livrare suplimentara, remedierea defectelor etc.). | * + - * 1. Requests of the Beneficiary (additional delivery, repair of defects, etc. |
| * 1. Prestatorul este obligat sa analizeze reclamatia si sa remedieze/inlocuiasca dupa caz in termen de 10 zile de la data prezentarii acesteia. | * 1. The supplier will have to analyze the complaint and remedy/replace as the case may be within 10 days from the date of its presentation. |
| * 1. Toate cheltuielile de transport si alte cheltuieli legate de constatarea defectelor si executia lucrarilor de completari lipsuri si refaceri documente vor fi suportate de catre Prestator. | * 1. All transport expenses and other expenses related to the detection of defects and the execution of works to fill in gaps and restore documents will be borne by the Provider.. |
| 1. ÎNCETAREA CONTRACTULUI | 1. TERMINATION OF THE AGREEMENT |
| * 1. Prezentul Contract poate înceta în următoarele condiţii: | * 1. This Agreement may terminate under the following conditions: |
| Prin acordul Părţilor exprimat in scris; | By the agreement of the Parties expressed in writing; |
| La incetarea valabilitatii sale; | Upon the expiration of its validity; |
| Denutarea unilaterala de catreBeneficiar, prin transmiterea unei notificari scrise prealabile in acest sens cu 30 de zile calendaristice inainte de data incetarii efective a Contractului, fără obligația plății unor eventuale despăgubiri rezultate din faptul denunțării. | Unilateral denunciation by the Beneficiary, by sending a prior written notification to this effect 30 calendar days before the effective termination of the Agreement, without the obligation to pay possible damages resulting from the denunciation. |
| In cazul in care una dintre Parti nu isi respecta obligatiile asumate in baza prezentului Contract, cealalta Parte care si-a executat obligatiile, va putea cere rezilierea Contractului prin transmiterea unei notificari scrise prealabile cu 30 de zile calendaristice inainte de data incetarii efective a Contractului. | If one of the Parties fails to comply with its obligations under this Agreement, the other Party that has performed its obligations may request the termination of the Agreement by sending a prior written notice 30 calendar days before the effective termination of the Agreement. |
| In cazul deschiderii procedurii insolvenței sau a dizolvării și lichidării voluntare sau judiciare a Prestatorului, la data expirării unui termen de 30 (treizeci) de zile de la recepţionarea solicitării Beneficiarului de denunţare a Contractului, dacă administratorul judiciar/ lichidatorul societatii în cauză nu răspunde; | In case of opening the insolvency procedure or the voluntary or judicial dissolution and liquidation of the Provider, on the expiration of a term of 30 (thirty) days from the receipt of the Beneficiary's request to terminate the Agreement, if the judicial administrator / liquidator of the company in question does not respond; |
| * 1. Incetarea prezentului Contract nu va avea niciun efect asupra obligatiilor deja scadente intre Parti. | * 1. Termination of this Agreement shall have no effect on the obligations already due between the Parties. |
| * 1. Prevederile prezentului capitol nu inlatura raspunderea Partii care a determinat in mod culpabil incetarea Contractului. | * 1. The provisions of this chapter do not remove the liability of the Party that has guiltily terminated the Agreement. |
| 1. CLAUZE SPECIALE | 1. SPECIAL CLAUSES |
| * 1. SCHIMBAREA IMPREJURARILOR | * 1. CHANGING CIRCUMSTANCES |
| * + - 1. Partile prezentului Contract, confirmă în mod expres şi în deplină cunoştinţă de cauză că au avut în vedere la încheierea acestui Contract riscurile principale asociate cu acest Contract şi cu activitatea pe care o desfăşoară şi îşi asumă în mod expres şi necondiţionat, în mod liber şi în cunoştinţă de cauză, orice riscuri proprii activităţiilor lor şi înţeleg să execute integral, exact şi la timp obligaţiile lor din acest Contract, fara rezerve sau exceptii. | * + - 1. The parties to this Agreement expressly and fully acknowledge that they have taken into account at the conclusion of this Agreement the main risks associated with this Agreement and with the activity they carry out and assume expressly and unconditionally, freely and in any risks inherent in their activities and understand to perform fully, accurately and on time their obligations under this Agreement, without reservation or exception. |
| * 1. CLAUZE NEGOCIATE | * 1. NEGOTIATED CLAUSES |
| * + - 1. Părţile confirmă că fiecare şi toate clauzele acestui Contract au fost analizate de Părţi şi negociate în conformitate cu cerinţele şi obiectivele acestora, nefiind incidente dispoziţiile Codului Civil privitoare la contracte de adeziune, clauze standard şi neuzuale. | * + - 1. The Parties confirm that each and every clause of this Agreement has been reviewed by the Parties and negotiated in accordance with their requirements and objectives, without prejudice to the provisions of the Civil Code regarding the membership contracts, standard and unusual clauses. |
| * + - 1. Fiecare Parte a avut dreptul să propună modificări şi acceptă prevederile finale ale acestui Contract în deplină cunoştinţă de cauză ca un rezultat al negocierii încheiate cu succes din perspectiva ambelor Părţi. | * + - 1. Each Party has had the right to propose amendments and to accept the final provisions of this Agreement in full knowledge of the facts as a result of the successful conclusion of the negotiations from the perspective of both Parties. |
| * 1. ACCEPTARE EXPRESA | * 1. EXPRESS ACCEPTANCE |
| * + - 1. Fără a aduce atingere dispoziţiilor de mai sus privitoare la caracterul negociat al acestui Contract, si, numai in masura in care cealalta parte a introdus in Contract astfel de clauze, fiecare parte, Prestator si Beneficiar, acceptă în mod expres : | * + - 1. Without prejudice to the above provisions regarding the negotiated nature of this Agreement, and only to the extent that the other party has introduced such clauses in the contract, each party, Provider and Beneficiary, expressly accepts: |
| Clauzele care prevad in folosul uneia din Parti; | The clauses that provide for the benefit of one of the Parties; |
| Limitarea raspunderii; | Limitation of liability; |
| Dreptul de a denunta unilateral contractul sau de a suspenda executarea obligatiilor precum si clauzele care prevad in detrimentul celeilalte Parti; | The right to unilaterally terminate the contract or to suspend the performance of the obligations as well as the clauses that provide to the detriment of the other Party; |
| Decaderea din drepturi ori din beneficiul termenului; | Forfeiture of rights or benefit of the term; |
| Limitarea dreptului de a opune exceptii; | Limitation of the right to object to exceptions; |
| Restrangerea libertatii de a contracta cu alte persoane; | Restricting the freedom to contract with other people; |
| Reinnoirea tacita a Contractului; | Tacit renewal of the Agreement; |
| Legea aplicabila; | Applicable law; |
| Clauze compromisorii sau prin care se deroga de la normele privitoare la competenta instantelor judecatoresti. | Compromising clauses or derogating from the norms regarding the competence of the courts. |
| 1. CESIUNEA | 1. ASSIGNMENT |
| * + - 1. Prezentul Contract s-a incheiat intre Petrotel - Lukoil S.A. şi ............... si nu poate fi transferat în niciun mod, total sau partial, de către Prestator in acelasi timp Prestatorul nu poate subcontracta niciuna din obligatiile și activitătile prevăzute în prezentul Contract fara consimtamantul prealabil scris al Beneficiarului, al carui acord este la latitudinea exclusiva a Beneficiarului. | * + - 1. The Contract herein is concluded between Petrotel - Lukoil Co. and ................. and may not be transferred in any way, in whole or in part, by the Provider and the Provider may not subcontract any of the obligations and activities provided in this Contract without the prior written consent of the Beneficiary, whose agreement is at the exclusive discretion of the Beneficiary |
| 1. CLAUZE FINALE | 1. FINAL CLAUSES |
| * 1. În toate cazurile neprevăzute în Contract sau acte adiţionale, Părţile vor aplica legislatia României. | * 1. In all the cases not provided for in the Agreement or Addendums, the Parties shall apply the legislation of Romania. |
| * 1. Modificările la Contract trebuie coordonate între Parti prin perfectarea actului adiţional la Contract. | * 1. Amendments to the Agreement shall be coordinated between the Parties by completing the Addendum to the Agreement. |
| * 1. Toate notificările şi comunicarile trebuie transmise de către Parti în scris. | * 1. All notifications and communications shall be submitted in writing by the Parties. |
| * 1. Partile vor respecta intocmai in executarea Contractului **Anexa Nr. 14** la prezentul Contract si toate prevederile legale aplicabile, inculzand dar fara a se limita la legile si regulamentele anticoruptie si nu vor intreprinde si se vor abtine in a efectua vreo actiune care ar putea avea ca rezultat raspunderea conform legii aplicabile a celeilalte Parti, sau a afiliatilor sau companiei care exercita controlul acesteia. In cazul incalcarii acestei prevederi de catre una dintre Parti, cealalta Parte (i) poate inceta Contractul fara notificare si (ii) va fi despagubita in cazul oricarui prejudiciu in legatura cu, sau ca urmare a incalcarii acestui articol. | * 1. The parties will observe exactly in the execution of the Agreement **Appendix No. 14** to this Agreement and all applicable legal provisions, including but not limited to anti-corruption laws and regulations and shall not undertake and refrain from taking any action that may result in liability under the applicable law of the other Party, or affiliates or the company that exercises its control. In the event of a breach of this provision by one of the Parties, the other Party (i) may terminate the Agreement without notice and (ii) will be indemnified in the event of any damage in connection with, or as a result of a breach of this Article. |
| * 1. Pe parcursul executarii Contractului, Partile se obliga sa respecte prevederile Regulamentului Nr. 679/2016 pentru protectia persoanelor fizice privind prelucrarea datelor lor cu caracter personal si libera circulatie a acestor date („Regulamentul Nr. 679/2016”), si Anexe orice prelucrare de date cu caracter personal se face în scopul executării Contractului si pentru îndeplinirea obiectivelor fiecărei Părti, astfel cum este prevazut in - **Anexa Nr. 15** la prezentul Contract. | * 1. During the execution of the Agreement, the Parties undertake to comply with the provisions of Regulation no. 679/2016 for the protection of individuals with regard to the processing of their personal data and the free movement of such data ("Regulation No. 679/2016"), and any processing of personal data is done for the purpose of performing the Agreement and to meet the objectives of each Parties, as provided in - **Appendix No. 15** to this Agreement. |
| * 1. Contractul a fost întocmit si semnat în 2 exemplare originale, bilingve romana si engleza, cate un exemplar pentru fiecare Parte. | * 1. The Agreement was drafted and signed in 2 original copies, one copy for each Party. |
| * 1. În cazul oricaror neconcordanţe între variantele textului în limba engleza si cel în limba română, prevalează textul în limba română. | * 1. In case of discrepancy between the specimens of the content in English and the one in Romanian, the content in Romanian prevails. |
| * 1. Prezentul Contract inlocuieste orice intelegere anterioara scrisa sau verbala. | * 1. This Agreement supersedes any prior written or verbal Agreement. |
| * 1. Urmatoarele anexe fac parte integranta din prezentul Contract: | * 1. The following Appendices form an integral part of this Agreement: |
| Cerinte tehnice | Technical requirements; |
| Oferta economica | Economical offer; |
| Proces verbal de receptie; | Minutes of reception; |
| Lista subcontractanti | List of subcontractors; |
| Registru unitar cu penalizari aplicabile firmelor terte; | Unitary register with penalties applicable to third companies; |
| Conventia de Securitate - Sanatate in Munca, Situatii de Urgenta si Protectia Mediului; | Convention on Safety and Health at Work, Emergency Situations and Environmental Protection; |
| Regulament de sanctionare al lucratorilor din cadrul firmelor terte care isi desfasoara activitatea pe teritoriul Petrotel - Lukoil, pentru incalcarea dispozitiilor din domeniile securitatii si sanatatii in munca, situatiilor de urgenta, sigurantei industriale si a regimului intern si de acces; | Regulation for sanctioning the workers within the third companies that carry out their activity on the territory of Petrotel - Lukoil, for violating the provisions in the fields of health, labor and safe, emergency situations, industrial safety and the internal regime of access; |
| Regulament privind sanctionarea firmelor terte pentru incalcarea prevederilor din domeniul protectiei mediului; | Regulation on the sanctioning of third companies for violating the provisions in the field of environmental protection; |
| Procedura de planificare PO-SI-29; | Planning procedure PO-SI-29; |
| Politica Securitatii Informationale PLK si cerinte; | PLK Information Security Policy and requirements; |
| Regulament cu privire la asigurarea securitatii informationale in PLK; | Regulation on providing information security in PLK; |
| Regulament privind asigurarea accesului la resursele informationale si utilizarea acestora; | Regulation on ensuring access to information resources and their use; |
| Criterii „BLACKLIST” | “BLACKLIST” criteria |
| Politica anticoruptie a Companiei LUKOIL; | The anti-corruption policy of LUKOIL Company; |
| Conventie de prelucrare a datelor cu caracter personal intre operatori independenti GDPR; | Convention for the processing of personal data between independent operators GDPR; |
| **BENEFICIAR / BENEFICIARY**  **Petrotel - Lukoil S.A.**  **Preşedinte al Directoratului - Director General Executiv, Director de Producție, Livrări si Tehnologie - Inginer Sef /President of the Board of Directors - Executive General Manager, Director for Production, Supplies and Technology – Chief Engineer**  Danulescu D. | **PRESTATOR/PROVIDER**  **.................**  .......... |