

Regarding the delivery of supervision service
for the needs of "Yerevan Thermal Power Centre" CJSC

city of Yerevan

18 September 2024

"Yerevan Thermal Power Centre" CJSC, represented by Alisa Baghdasaryan, Acting General Director, acting on the basis of the Company's Statute (hereinafter referred to as "Employer"), on one hand, and Howden ČKD Compressors s.r.o., represented by Kateřina Lomecká, Managing Director, acting on the basis of the Company's Statute (hereinafter referred to as "Executor"), on the other hand, concluded this Contract on the following:

1. SUBJECT OF THE CONTRACT

1.1 The Employer assigns and the Executor commits a liability for rendering Supervisor's service (hereinafter referred to as "Service") during the Major Overhaul of the Combined Cycle Power Plant of "Yerevan Thermal Power Centre" CJSC in accordance with the requirements of Technical Specification specified in Appendix N 1 of this Contract (hereinafter referred to as "Contract").

1.2 The Service shall be rendered in compliance with the Technical Specification specified in Appendix N 1 of the Contract and within specified time periods.

2. THE RIGHTS AND THE LIABILITIES OF THE PARTIES

2.1 The Employer shall be entitled:

2.1.1 To check the progress and quality of the service provided by the Executor at any time without interfering with the Executor's activities;

2.1.2 If there was rendered a service that does not comply with the Technical Specification specified in Appendix N 1 of the Contract;

a) To refuse to accept the service, setting at its discretion a reasonable period of free replacement of the service of inappropriate quality with a service in accordance with the Contract, and demand from the Contractor to pay the fine provided for in Clause 5.2 of the Contract, as well as the penalty provided for in Clause 5.3 of the Contract;

b) To refuse to perform the Contract and demand the return of the money paid for the service and demand the Executor to pay the fine provided for in Clause 5.2 of the Contract;

2.1.3 To terminate the Contract unilaterally if the Executor has substantially violated the Contract and fails to remedy such violation in a reasonable time even after a written notice. The breach of the Contract by the Executor is considered substantial if the provided service does not meet the requirements set out in Appendix N 1 of the Contract;

2.2 The Employer shall be liable:

2.2.1 To discuss and accept the result of the service rendered in accordance with the Technical Specification-Purchase Schedule, and in cases of discovering defects as a result of the service, immediately notify the Executor in writing;

2.2.2 In case of accepting the result of the service, to pay the Executor the amounts payable for the proper service rendered by the latter, and in case of violation of the payment due date, to pay also the penalty provided for in Clause 5.5 of the Contract.

2.3 The Executor shall be entitled:

2.3.1 To demand the Employer to pay the amounts due for the properly rendered service, and in case of violation of the payment due date by the Employer specified in Clause 4.2 of the Contract, to pay also the penalty provided for in Clause 5.5 of the Contract.

2.4 The Executor shall be liable:

2.4.1 To ensure the proper provision of the service in accordance with the terms specified in Appendix N 1 of the Contract, governed by the current legislation;

2.4.2 In the cases provided for by the Contract, to pay the fine and penalty specified in Clauses 5.2 and 5.3 of the Contract;

2.4.3 To notify the Employer in advance in writing, in case of initiation of liquidation or bankruptcy process during the process of ensuring the qualification and performance of the Contract;

3. THE SERVICE HANDOVER AND ACCEPTANCE PROCEDURE

3.1 The provided service is accepted by signing the Report on Handover-Acceptance (Appendix N 3) between the Employer and the Executor. The fact of handing over the service to the Employer is recorded by a bilaterally approved document between the Employer and the Executor, indicating the date the document was drawn up.

Up to and including the day scheduled for the provision of the service under the Contract, the Executor shall provide the Employer with the document signed by it, recording the fact of handing over the service to the Employer (Appendix N 3.1) and one copy of the Report on Handover-Acceptance (Appendix N 3).

3.2 The Report on Handover-Acceptance (Appendix N 3) is signed if the provided service meets the terms of the Contract. Otherwise, the results of the Contract performance or a part thereof will not be accepted, the Report on Handover-Acceptance (Appendix N 3) will not be signed and the Employer:

- a) for the settlement of the issue will take the measures provided for in the Contract for such a situation;
- b) will apply measures of responsibility provided for by the Contract to the Executor.

3.3 During 2 working day(s) starting from the following day of receiving the Report (Appendix N 3), the Employer shall provide the Executor one copy of the Report signed by it or the reasoned refusal to accept the service.

3.4 If the Employer does not accept the provided service or does not refuse its acceptance within the period specified by Clause 3.3 of the Contract, then the provided service is considered accepted and on the working day following the deadline specified by Clause 3.3 of the Contract, the Employer shall provide the Executor with the Report (Appendix N 3) approved by it.

4. THE PRICE AND PAYMENT ORDER OF THE CONTRACT

4.1. The price of the service to be rendered by the Executor under this Contract is **21,700 (twenty-one thousand seven hundred) GBP**;

The price of the service to be rendered by the Executor under this Contract is estimated and is subject to change. The final invoice will be based upon signed timesheets and real costs. The Employer understands and agrees to pay for the services rendered in accordance with the final invoices as issued by the Executor.

4.2 The Employer shall pay for the service rendered to it in case of acceptance in accordance with the 3rd section of the Contract, in GBP, by transferring the funds to the settlement account of the Executor. The transfer of funds shall be made on the basis of the Report on Handover-Acceptance (Appendix N 3).

The payment for the Services and Goods shall be made in GBP as follows:

1. 30% of expected value (i.e. 6 510,00 GBP) of the Service price (Item 1 in Clause 1) shall be transferred by the Employer to the Executor's account upon Contract signature, and there will be provided the purchased flight tickets and confirmation of purchase of flight tickets to Yerevan for the Field Service Engineer.

Advance invoice is due seven (7) days after the invoice date.

2. The rest of the Service price shall be transferred by the Employer to the Executor's account upon the Services delivery after receipt of the invoice, which shall be issued after the signature of the Report on Handover-Acceptance by both Parties.

In the event that the Employer breaches the payment terms and conditions specified above or does not provide necessary cooperation, the Executor is entitled to suspend the rendering of the services under this Contract.

The total amount shall be calculated after completion of site activities (based on the signed Report, Statement and Timesheet and actual working hours, as well as net cost +10% (transport, accommodation and expenses)).

5. LIABILITY OF THE PARTIES

5.1 The Executor shall be held liable for complying with the requirements of the Contract in providing the service.

5.2 In case of violation of the period of service provided for by the Contract which is solely attributable to the Executor, the Executor shall be charged a penalty for each delayed working week in the amount of 0.05 (zero point zero five) percent of the price of the service to be rendered, but not rendered, up to maximum of 5% of the price of the service to be rendered, but not rendered. This shall be the sole and exclusive remedy of the Employer in case of the violation of the period of service provided for by the Contract.

5.3 In case of violation of the period stipulated in Clause 4.2 of the Contract by the Employer, a penalty is calculated against the Employer for each delayed working day in the amount of 0.05 (zero point zero five) percent of the amount payable, but not paid within the specified period.

5.4 In cases not provided for by the Contract, the Parties are liable for failure to fulfill or improper fulfillment of their liabilities in accordance with the procedure established by the applicable legislation .

5.5 The payment of penalties and/or fines does not release the Parties from fulfilling their contractual obligations fully and properly in accordance with the requirements established by the Contract.

5.6 LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary contained herein or elsewhere in the Contract and save to the extent the limitation is prohibited by law:

(a) the Executor's total liability pursuant to this Contract whether by way of indemnity, for breach of Contract, warraguarantee obligations or by reason of any tort, statute or otherwise shall in no event exceed the Contract Price.

(b) the Executor shall not be liable to the Employer, end-user or any third party, for any indirect, punitive or consequential damages of any kind or nature whatsoever, or for loss of profits/revenue or loss of production, regardless whether such damages are based upon Contract, tort, strict liability in tort, negligence or indemnity.

This clause shall survive any termination, default, cancellation or any other discontinuance of this Contract.

5.7 INTELLECTUAL PROPERTY

All patents, copyright and other intellectual property rights in or relating to the Service or their design or the specifications, drawings, manuals or information prepared or supplied by the Executor, or which arise under or in the course of the Executor's performance of the Contract, are, shall be and shall remain the Executor's absolute property and shall not be used or reproduced without the Executor's consent in writing.

5.8 CONFIDENTIALITY

Any specifications, drawings, manuals, information or particulars supplied under the Contract are supplied by the Executor in confidence. They shall not be used by the Employer except for the purposes of the Contract and for the proper use of the Service and shall not be disclosed by the Employer to any third party (except the Employer's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without the Executor's prior written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Employer or its employees.

5.9 EXPORT CONTROL

The Employer agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Executor products or technology ("Products") to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, the EU, member states of the EU or the United Kingdom (together "Export Control and Sanctions Rules") and the Employer will not sell, resell, export, transfer, dispose or otherwise deal with the Products to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such formalities as may be required by Export Control and Sanctions Rules. The Employer shall not put the Service in their entirety or in part to any use in connection with any prohibited or illicit end use including, but not limited to, use in nuclear, chemical or biological weapons, rocket, or missile applications. Upon the Executor's request, the Employer shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by the Executor to the authorities in connection with the export or supply of the Service. Failure by the Employer to comply with the terms of this clause shall constitute a material breach of the Contract. The Executor reserve the right to refuse to enter into or to perform any order, to cancel any order, or to void any warranty concerning the Service, if the Executor determines, at its sole discretion, that the entry into such order or the performance of the transaction to which such order relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. The Executor shall be excused from performance, and not be liable for damages or costs of any kind including, but not limited to, liquidated damages and/or penalties for late delivery, for failure to deliver or delay in delivering the Products, or for delay or refusal to reperform under any warranty, resulting from the Executor's exercise of its rights pursuant to this clause.

The Employer warrants that it or any ultimate end user does not intend for the Service to be performed in an atomic/nuclear installation or activity. If such use is intended, The Employer shall notify the Executor before entering into any Contract with the Executor and shall agree to standard nuclear indemnity obligations related thereto. Any breach of this warranty shall release the Executor from performance and liabilities of any nature under the Contract and obligate the Employer to execute an amendment to the Contract incorporating such nuclear indemnity obligations prior to any performance by the Executor.

5.10 WARRANTY

5.10.1. The Executor warrants that: (i) any Service provided by the Executor shall be performed by competent and qualified personnel in a professional and workmanlike manner in accordance with generally established industry standards; and (ii) Services supplied by the Executor hereunder will conform to any applicable technical specifications and/or drawings that have been agreed upon between the parties in writing.

5.10.2 The Executor's warranty on any Services performed by the Executor will be in effect until ninety (90) days after the date of the performance of any such Service. The Employer's sole and exclusive remedy for breach thereof shall be the reperformance of such Service by the Executor. Any re-performance of Service shall be warranted by the Executor for the remainder of the original warranty period.

5.10.3. The Executor shall have the sole right to specify the manner and timeframe for such re-performance of any Services. If the Executor opts to perform any warranty obligations in-place, the Employer shall, without cost to the Executor during a specified time period agreed upon by the parties in writing, provide access by disassembling, removing, replacing, and reinstalling any equipment, structures, or other obstructions to the extent necessary to permit the Executor to perform its warranty obligations.

The warranties set forth in this Contract are exclusive and lieu of all other warranties and guarantees (including any warranty of merchantability or fitness for use for the purpose intended).

6. FORCE MAJEURE

The parties are released from liability for failure to fully or partially fulfill their obligations under this Contract and the agreements concluded on the basis of this Contract, if this was due to the influence of force majeure, which arose after the conclusion of this Contract and which the Parties could not foresee or prevent. Such situations are earthquake, flood, fire, war, declaration of martial law and state of emergency, political disturbances, strikes, suspension of work of means of communication, acts of state bodies, etc., which make it impossible to fulfill the obligations under this Contract. If the effect of force majeure continues for more than 3 (three) months, each of the parties shall be entitled to terminate the contract by notifying the other party in advance.

7. OTHER TERMS

7.1 The Contract enters into force from the moment of signing by the Parties and remains in effect until the full fulfillment of the obligations undertaken by the parties under the Contract.

7.2 The payment obligation of the party arising from the Contract cannot be terminated by offsetting the counter-obligation arising from another contract, without the written and sealed agreement of the parties. The right to a claim arising from the contract cannot be transferred to another person without the written consent of the debtor party.

7.3 Disputes related to the Contract are finally settled in accordance with the I Arbitration Rules of the International Chamber of Commerce (ICC) without recourse to the ordinary courts of law. Arbitration to take place in Istanbul, Turkey. The language of the arbitration proceedings is English. The number of arbitrators is one, while such an arbitrator should have experience from commercial disputes and with applying law of choice of the parties as indicated in the following sentence. The applicable law to this Contract shall be law of England and Wales. The Uniform Law on the International Sale of Goods (CISG) shall not apply.

7.4 Amendments and additions to the Contract can be made only with the mutual agreement of the Parties by signing an agreement, which will be an integral part of the Contract.

It is prohibited to make such changes in the Contract, and if the price of the contract is factor, also in the agreement signed in each subsequent year attached to that Contract, which lead to an artificial change in the volume of the purchased service or the unit price of the purchased service or the price of the Contract.

7.5 The period of service provision may be extended until the expiration of that period under the Contract, upon the written offer of the Executor, provided that the requirement for the provision of the service for the Employer has not disappeared, and the written offer of the Executor was submitted no later than at least 7 calendar days before the expiration of the period originally set for the provision of services by the Contract. Furthermore, in the case defined by this clause, the period of service provision can be extended once up to 30 calendar days, but not more than the period defined by the Contract.

7.6 Under the conditions of proper performance of the Contract, the benefits (savings) or losses suffered by the parties (Executor or Employer) are the benefits or losses suffered by the given party.

The obligations of the contract parties to third parties, including other transactions concluded by the Executor within the framework of the contract performance and the obligations arising from them, are outside the scope of the contract regulation and cannot affect the acceptance of the result of the contract performance. The relations related to the performance of those transactions and the obligations arising from them are regulated by the norms regulating the relations related to those transactions, and the Executor shall be held liable for them.

7.7 The Contract cannot be amended due to partial non-fulfilment of the obligations of the parties or completely terminated by mutual agreement of the parties. Furthermore, it is necessary to obtain the mutual consent of the parties to the Contract in terms of partial non-fulfillment of the liabilities or the full termination thereto, before reducing the financial allocations necessary for the provision of the service in accordance with the applicable legislation .

7.8 The Employer publishes the notice on the complete or partial unilateral termination of the Contract based on non-fulfillment or improper fulfillment of the obligations undertaken by the Executor in the "Notices on Unilateral Termination of Contracts" section of the website operating at www.procurement.am, indicating the date of publication. Regarding the unilateral termination of the Contract, the Executor is deemed to have been duly notified on the day following the publication of the notice specified in this Clause. On the day of publication in the newsletter, the Employer shall also send the notice of full or partial unilateral termination of the Contract to the Executor's e-mail.

7.10 Disputes arising in connection with this Contract are resolved through negotiations. In case of failure to reach an agreement, disputes are settled judicially.

7.9 This Contract and all non-contractual obligations arising in any way from or in connection with this Contract shall be regulated, construed and become effective in accordance with the laws of the country of the plaintiff party.

7.10 This Contract is prepared in English language. All notifications and communications between the contracting parties shall be in English.

7.11 This Contract consists of 11 (eleven) pages; it is signed in two copies, which have equal legal force. Appendices N 1, N 2, N 3, N 3.1 of this Contract are an integral part of the Contract. Each Party is given one copy of the Contract.

8. ADDRESSES, BANK DETAILS AND SIGNATURES OF THE PARTIES

EMPLOYER

Yerevan Thermal Power Centre CJSC
Republic of Armenia, 0053, Yerevan, Arin-Berdi st., 3rd
lane, 3
Ardshinbank, Shengavit Branch G.Nzhdeh 32, Armenia,
Swift Code: ASHBAM22



(signature)

L.S.

EXECUTOR

Howden ČKD Compressors s.r.o.
Address: Nehvizdy 1101, 250 81 Nehvizdy
E-mail: katerina.plasilova@howden.com
A/c number: 2110749804/2700
Swift Code: BACXCZPP
UniCredit Bank Czech Republic and Slovakia, a.s.
Želetavská 1525/1, 140 92 Praha 4, Czech Republic

A handwritten signature in black ink, appearing to read 'Katerina Plasilova', written over a horizontal dashed line.

(signature)

L.S.

Appendix N 1

TECHNICAL SPECIFICATION

No.	Description	Qty	Unit Price (GBP)	Total (GBP)	Delivery time (weeks)
1	Service engineer – international day rate Mobilisation to CCPP of YTPC, Armenia Perform Annual Inspection and maintenance on 3 Howden compressors To carry out LPI correction requirements on 3 Howden Compressors with associated software amendments.	7	3,100	21,700	1
	Transport, Accommodation and Expenses	1		Net Cost + 10%	
	Total*				

*The total amount shall be calculated after completion of site activities (based on the signed Report, Statement and Timesheet and actual working hours, as well as transport, accommodation and expenses).

Notes:

1. For more details, please refer to Preliminary Price Offer No. 03357-rev04 dated 04.09.2024, which is attached to PO No. YTPC-HOWDEN 08-24 and is integral part of it.
2. PO No. YTPC-HOWDEN 08-24 is subject to signed & stamped Order Confirmation by Supplier.
3. Respective Report and Statement (Appendices N 3 and N 3.1) shall be signed by Executor and Employer.

EMPLOYER


/signature/
L.S.

EXECUTOR


/signature/
L.S.

PAYMENT SCHEDULE*

GBP

of the Service			
Lot number specified by the request	CPV	Name	
			The payments due are scheduled to be made in 2024.
			The payment will be made based on the Report (Appendix N 3) signed after the delivery of service.

EMPLOYER

EXECUTOR

/signature/
L.S.

/signature/
L.S.

Contract Party	Employer
_____	_____
Location _____	Location _____
Bank Account _____	Bank Account _____
Taxpayer ID _____	Taxpayer ID _____

REPORT N
OF HANDOVER-ACCEPTANCE OF THE RESULTS OF PERFORMING THE CONTRACT OR A PART THERETO

“ ” “ ” 20__

Name of the Contract /hereinafter referred to as "Contract/:

Contract conclusion date “ ” “ ” 20__

Contract No. _____

The Employer and the Party of the Contract taking as the basis for the performance of the Contract Invoice N _____, issued on “ ” “ ” 20__, have drawn up this report on the following:

Under the Contract the party to the Contract has delivered the following services:

N	Services delivered							
	Name	Overview of technical specification	According to the purchase schedule specified by the Contract		Due date		Payable amount /thousand GBP/	Payment date /according to payment schedule/
			Actual	Actual	According to the purchase schedule specified by the Contract	Actual		

The invoice and the positive conclusion, which are the basis for the bilateral approval of this protocol, are an integral part of this protocol and are attached.

Service handed over by

signature

name, last name

L.S.

Service accepted by

signature

name, last name

L.S.

STATEMENT N

on recording the fact of handing over the result of the Contract to the Employer

It is hereby stated that under the Contract N _____ on Purchase concluded
 Contract No. _____
 on _____ 20__ between _____ (hereinafter referred to as "Employer") and _____
 Contract conclusion date Employer's name Executor's name

(hereinafter referred to as "Executor") the Executor delivered the services mentioned below to the Employer for the purpose of handover-acceptance on _____ 20__.

Service		
Name	Measurement Unit	Quantity (actual)

This act is made up of 2 copies, one copy for each Party.

PARTIES

Handed over by

Accepted by

Representative who drafted the request

 name, last name

 signature

 name, last name

 signature

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Թիվ ԷՋԷԿ-ՄՍԱԾՁԲ-ԿՏՐԸ-HOWDEN 08-24 պայմանագրին կից

	Պաշտոնը	Անուն, ազգանուն	Պիտոլություններ և առաջարկություններ	Ստորագրություն
1	Գլխավոր ճարտարագետ	Դ. Մարտյան		
2	Գլխավոր տնօրենի տեղակալ	Ռ. Եղոյան		
3	Գլխավոր ճարտարագետի տեղակալ	Ա. Էդիցյան		
4	ԿՏԱ-ի պետ	Ա. Ստեփանյան		
5	ՄՔԱԱԿ և ՄԻ	Ս. Հարությունյան		
6	Իրավաբանական բաժնի պետ	Ա. Զաքարյան		
7	Մ և Գ բաժնի մասնագետ-թարգմանիչ	Ա. Ղափրամանյան		