**Particular Conditions - Part A: Contract Data**

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| **Sub-Clause** | **Data to be given** | **Data** |
| 1.1.15 | The Contractor’s Representative | Name and surname: […..]  Tel: […..]  E-mail: […..] |
| 1.1.17 | Where the Contract allows for Cost Plus Profit,  percentage profit to be added to the Cost | Not applicable. All references to “Cost Plus Profit” shall be read as references to “Cost” and no profit shall be added to the Cost. |
| 1.1.24 | Defects Notification Period (DNP) | 2 (two) years as from the Taking Over Certificate.  The Defects Notification Period does not limit or exclude the application of the provisions of Law 10/1995 art. 23, art. 25 and art. 30, nor the warranty period of the Goods and equipment. |
| 1.1.30 | The Employer’s Representative | Name and surname: […..]  Tel: […..]  E-mail: […..] |
| 1.1.76 | Time for Completion | The date of […..] |
| 1.3(a)(ii) | Agreed methods of electronic transmission | Email:  In case of Employer, email address: […..]  In case of Contractor, email address: […..] |
| 1.3(d) | Address of Employer for communications | Chiajna village, Chiajna commune, Italia street, no. 1-7, office no. 203, floor 1, Ilfov county, Romania |
| 1.3(d) | Address of Employer’s Representative for communications | […..] |
| 1.3(d) | Address of Contractor for communications | […..] |
| 1.4 | Contract shall be governed by the law of | Romania |
| 1.4 | Ruling language | Both English and Romanian |
| 1.4 | Language for communications | Both English and Romanian |
| 1.8 | Number of additional paper copies of Contractor’s Documents | 1 (one) additional paper copies of Contractor’s Documents |
| 1.14 | Total liability of the Contractor to the Employer under or in connection with the Contract | Equal to the total value of the Contract Price |
| 2.1 | After the Contract comes into full force and effect, the Contractor shall be given right of access to, and possession of: | Time for access to the Site: Commencement Date |
| 2.4 | Employer’s financial arrangements | Not applicable |
| 4.2 | Performance Security (as percentages of the Contract Price in currencies): | Percent: 10%  Currency: EUR |
| 4.4(a) | Maximum allowable accumulated value of work  subcontracted (as a percentage of the Contract Price) | Subcontracting is not allowed without prior written consent of the Employer |
| 4.4(b) | Parts of the Works for which subcontracting is not permitted | Subcontracting is not allowed without prior written consent of the Employer |
| 4.4 | (i) Subcontractors for which the Contractor shall give Notice before appointment  (ii) Subcontractors for which the Contractor shall give Notice before commencement of work  (iii) Subcontractors for which the Contractor shall give Notice before commencement of work on Site | (i) Subcontracting is not allowed without prior written consent of the Employer  (ii) Subcontracting is not allowed without prior written consent of the Employer  (iii) Subcontracting is not allowed without prior written consent of the Employer |
| 4.19 | Period of payment for temporary utilities | Not applicable |
| 4.20 | Number of additional paper copies of progress reports | 1 (one) additional paper copies of progress reports |
| 6.5 | Normal working hours on the Site | Subject to Contractor’s decision, subject to restrictions as per mandatory Laws |
| 8.3 | Number of additional paper copies of programmes | 1 (one) additional paper copies of programmes |
| 8.8 | Delay Damages payable for each day of delay | 0.1% of the total Contract Price for each day of delay, being understood that any start of the day will be considered as an entire day of delay |
| 8.8 | Maximum amount of Delay Damages | 20 % of the total Contract Price |
| 13.4(b)(ii) | Percentage rate to be applied to Provisional Sums for overhead charges and profit | Not applicable |
| 14.2 | Total amount of Advance Payment (as a percentage of the Contract Price stated in the Contract Agreement) | […..] % of the total Contract Price |
| 14.2 | Currency or currencies of Advance Payment | RON (currency conversion from EUR on the date of the invoice against currency rate communicated by the National Romanian Bank) |
| 14.2.3(a) | Minimum amount of interim payments to commence repayment of the Advance Payment (as a percentage of the Contract Price stated in the Contract Agreement). | Repayment of the Advance Payment shall commence starting with and including the first interim payment, irrespective of its value |
| 14.2.3(b) | Percentage deductions for the repayment of the Advance Payment | […..]% to be applied on the value of each interim payment, until full recovery of the Advance Payment |
| 14.3(iii) | Percentage of retention | […..]% of each interim payment, until the total amount reaches […..]% of the total Contract Price |
| 14.3(iii) | Limit of Retention Money (as a percentage of Contract Price) | […..]% |
| 14.5(b)(i) | Plant and Materials for payment when shipped | Not used |
| 14.5(c)(i) | Plant and Materials for payment when delivered to the Site | Not used |
| 14.6.2 | Minimum amount of interim payment | According with the Statement confirmed by the Employer |
| 14.7(b)(i) | Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 [*Interim Payments*] | 30 days |
| 14.7(b)(ii) | Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 [*Final Payment*] | 30 days |
| 14.7(c) | Period for the Employer to make final payment to the Contractor | 30 days |
| 14.8 | Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a) | Fixed delay penalties of 0.05% of the overdue amount per each day of delay.  References to average bank short-term lending rate are excluded and not applicable. |
| 14.11.1(b) | Number of additional paper copies of draft final  Statement | 1 (one) additional paper copies of draft final Statement |
| 14.15 | Currencies for payment of Contract Price | RON (currency conversion from EUR on the date of the invoice against currency rate communicated by the National Romanian Bank) |
| 14.15(a)(i) | Proportions or amounts of Local and Foreign Currencies are:  Local: …….  Foreign: ………. | All payments shall be made in RON currency (conversion from EUR on the date of the invoice against currency rate communicated by the National Romanian Bank) |
| 14.15(c) | Currencies and proportions for payment of Delay  Damages | RON (currency conversion from EUR on the date of the invoice against currency rate communicated by the National Romanian Bank) |
| 14.15(g) | Rates of exchange | Currency rate communicated by the National Romanian Bank on the date of the invoice |
| 17.2(d) | Forces of nature, the risks of which are allocated to the Contractor | All forces of nature and Exceptional Events |
| 19.1 | Permitted deductible limits:  - insurance required for the Works  - insurance required for Goods  - insurance required for liability for breach of  professional duty  - insurance required against liability for fitness for purpose (if any is required)  - insurance required for injury to persons and  damage to property  - insurance required for injury to employees  - other insurances required by Laws and by local practice | No deductible limits |
| 19.2.1(b) | Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | 15% |
| 19.2.1(iv) | List of risks arising from Exceptional Events which shall not be excluded from the insurance cover for the Works | Exceptional Events shall be covered by the insurance for the Works and shall not be excluded therefrom. |
| 19.2.2 | Extent of insurance required for Goods: …  Amount of insurance required for Goods: … | The full replacement value of the Goods, including delivery to Site |
| 19.2.3(a) | Amount of insurance required for liability for breach of professional duty | 4,000,000 EUR per event and 10,000,000 EUR in aggregate |
| 19.2.3(b) | Insurance required against liability for fitness for purpose | Yes |
| 19.2.3 | Period of insurance required for liability for breach of professional duty | Until the issuing date of the Performance Certificate |
| 19.2.4 | Amount of insurance required for injury to persons and damage to property | 4,000,000 EUR per event and 10,000,000 EUR in aggregate |
| 19.2.6 | Other insurances required by Laws and by local practice (give details) | According to the Laws |
| 21.1 | Time for appointment of DAAB | Not used / not applicable |
| 21.1 | The DAAB shall comprise | Not used / not applicable |
| 21.1 | List of proposed members of DAAB:  - proposed by Employer  - proposed by Contractor | Not used / not applicable |

Definition of Sections (if any):

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| Description of parts of the Works that shall be designated a Section for the purposes of the Contract  (Sub-Clause 1.1.66) | Value: Percentage of Contract Price  (Sub-Clause 14.9) | Time for Completion (Sub-Clause 1.1.76) | Delay Damages  (Sub-Clause 8.8) |
| No designated Section | No designated Section | No designated Section | No designated Section |
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