

**Bohunice International Decommissioning Support Fund (BIDSF),
administered by the European Bank for Reconstruction and Development (EBRD)**

Contract

This Contract made between:

Slovenská elektrizačná prenosová sústava, a.s.
*Mlynské nivy 59/A,
824 84 Bratislava,
Slovak Republic*

IČO: 35 829 141
Tax-No.: 2020261342
VAT reg. No.: SK2020261342
Bank: Tatra banka, a.s., IBAN: SK30 1100 0000 0026 2019 1900
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Miroslav Obert, Chairman of BOD
Ing. Miroslav Stejskal, Vice-chairman of BOD
Registered: in the Commercial Register of Bratislava I District Court, Section: Sa, Insert No.:
2906/B

Person responsible to negotiate the technical issues: Mr. Ľubomír Maco

Person responsible to negotiate the contractual issues: Mr. Juraj Došek

(hereinafter called "the Employer") of the one part

and

Association SAG ELV – Alter Energo

Head of the Association:
SAG Elektrovod, a.s.
*Prievozska 4C,
824 66 Bratislava 26,
Slovak Republic*

IČO: 36 863 513
Tax-No.: 2022840127
VAT reg. No.: SK2022840127
Bank: Tatra banka, a.s., IBAN: SK26 1100 0000 0026 2004 0555
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Tomáš Malatinský, MBA, Member of BOD
Ing. Milan Ferenc, PhD., Member of BOD
Registered: in the Commercial Register of Bratislava I District Court, Section: Sa, Insert No.:
5058/B

(hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Works known as **Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement, Substation Križovany - enlargement** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- (a) This Contract Agreement,
- (b) The Letter of Acceptance, dated 20 December 2016,
- (c) The Letter of Tender, dated 23 September 2016,
- (d) The Particular Conditions of Contract,
- (e) The General Conditions of Contract,
- (f) The Employer's Requirements,
- (g) The completed Price Schedules, Data Sheets and Schedules of Requirements,
- (h) The Contractors Tender with Appendices.

Addenda shall have the order of precedence of the document they are modifying.

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants to design, execute and complete the Works under this Contract and remedy any defects therein, in conformity with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the amount of:

13 900 104,56 EUR

(thirteen million nine hundred thousand one hundred and four Euros and fifty six Cents)

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT and other taxes shall not be paid on the funds originating from BIDSF funds.

5. Since Slovenská elektrizačná prenosová sústava, a.s. is the obliged person pursuant to the Slovak Act No 211/2000 Coll. on free access to information (hereafter as "Act on free access to information") and since this legal obligation is to be fulfilled regardless of the governing law of the agreement, the Parties to this Contract are informed, that this Contract and related tax documents will be published as foreseen in the Act on free access to information in § 5a and § 5b for agreements, orders and invoices.

In Witness whereof the parties hereto have caused the Contract. This Contract becomes valid and legally binding from the day of the last party has signed it and effective from the day following the day of the publication of the Contract pursuant to § 47a section 1 of the Act No 40/1964 Coll. Civil Code.

SIGNED by: _____
Ing. Miroslav Obert

Date: _____
for and on behalf of the Employer

SIGNED by: _____
Ing. Tomáš Malatinsky, MBA

Date: _____
for and on behalf of the Contractor

SIGNED by: _____
Ing. Miroslav Steiskal

Date: _____
for and on behalf of the Employer

SIGNED by: _____
Ing. Milan Ferenc, PhD.

Date: _____
for and on behalf of the Contractor

Slovenská elektrizačná
prenosová sústava, a. s.
Bratislava 26

21-12-2016

EXPEDOVANÉ

SAG Elektrovod, a. s.
Ing. Milan Ferenc, PhD.
Prievozská 4C
824 66 Bratislava

Váš list číslo/zo dňa

Naše číslo
PS/2016/020256

Vybavuje/linka
Ing. Vehner/2495

Bratislava
20.12.2016



LETTER OF ACCEPTANCE

Dear Sirs,

This is to notify you that your tender dated 23 September 2016 for the execution of the **"Substation Bystričany – transformation 400/110 kV", "Substation Horná Ždaňa – enlargement" and "Substation Križovany – enlargement"** for the Contract Price of 13 900 104,56 Euro

(Thirteen million nine hundred thousand one hundred and four Euro and fifty six Cents), or equivalent thereof, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are hereby required:

- To submit the Performance Security in accordance with the General Conditions of Contract and Particular Conditions of Contract, and in the form provided in the document "06_15_Form of Performance Security Guarantee.docx" of the tender documents within twenty-eight (28) days of receipt of this letter;
- Sign the attached Contract Agreement and return it within twenty-eight (28) days of receipt of this letter; and
- To commence performance of the said contract in accordance with the Contract Documents.

This Letter of Acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed. A contract will be prepared for signature based on the draft included in the tender documents and will be sent to your address for signature.

Please acknowledge receipt of the Letter of Acceptance and provide full details of up to 3 (three) bank accounts, whose details will be included in the contract document. Payments shall be made by the Employer only to the account(s) nominated by the Supplier in accordance with this Clause. The following details are

required with your acknowledgement

Bank Name:

Swift Code:

Account Number:

Account Name:

IBAN code:

Doc. Ing. Miroslav Rapšík, CSc

Member of the Board of Directors

Executive Director for Development and Investment

Slovenská elektrizačná prenosová sústava a.s.

Príloha

Contract Agreement

TENDER FORM – SINGLE STAGE TENDERDate: **23.09.2016**

SAG Elektrovod, a.s. Identification No.: 36 863 513

Alter Energo, a.s. Identification No.: 44 974 701

TENDERER: Association **SAG ELV- Alter Energo****JVAC ADDRES 1:** SAG Elektrovod, a. s.
Prievozská 4C, 824 66 Bratislava 26, Slovak Republic**JVAC ADDRES 2:** Alter Energo, a.s.
Hlavná 561, 951 78 Kolíňany, Slovak Republic**HEAD OF THE ASSOCIATION:** SAG Elektrovod, a. s.
Prievozská 4C, 824 66 Bratislava 26, Slovak Republic**JVCA LEAD CONTACT NAME:** Augustín Arnold
business manager in electrical assembly division, SAG Elektrovod, a. s.

To: Slovenská elektrizačná prenosová sústava, a.s. (SEPS)
Mlynské nivy 59/A
824 84 Bratislava 26
Slovak Republic

We declare that:

- (a) We have examined and have no reservations to the Tender Document, including Addenda issued in accordance with Instructions to Tenderers;
- (b) We offer to design, manufacture, test, deliver, install, precommission and commission, in conformity with the Tender Document, the following Facilities: Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement, Substation Križovany – enlargement
- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:

	EURO
TOTAL AMOUNT OF TENDER EXCLUDING VAT AND DISCOUNTS	13 896 365,83
GRAND TOTAL	13 896 365,83
GRAND TOTAL OF ANY ALTERNATIVES EXCLUDING DISCOUNTS	

IMPORTANT NOTE: TENDERER'S MUST ENSURE THAT THE PRICES ENTERED ABOVE ARE CONSISTENT WITH THE PRICES ENTERED INTO ECEPP.

- (d) The discounts offered and the methodology for their application are:

.....
.....

- (e) Our tender shall be valid for the period specified in the Tender Data Sheet (TDS) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our tender is accepted, we commit to furnish a performance security in accordance with the Tender Document;
- (g) Our firm, including any subcontractors or suppliers and subsuppliers for any part of the Contract, have nationalities from eligible countries
- (h) We, including any subcontractors or suppliers and subsuppliers for any part of the Contract have no conflict of interest in accordance with the Instructions to Tenderers (ITT);
- (i) We are not participating, as a Tenderer or as a subcontractor, in more than one Tender in this Tendering process, other than alternative offers submitted in accordance with the ITT;
- (j) We are not a government-owned entity ~~OR We are a government entity but we meet the requirement stated in the ITT (USE ONE OF THE TWO OPTIONS AS APPROPRIATE);~~
- (k) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tendering process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
NO ONE			

[IF NO ONE HAS BEEN PAID OR IS TO BE PAID, INDICATE "NO ONE."]

- (l) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (n) We confirm that the persons submitting this tender are duly authorised by and on behalf of the tenderer (including any and all partners to a joint venture) and that, if awarded the contract by the Employer, we agree to be bound by the terms of the tender document and will sign the resultant contract.

Name: Ing. Milan Ferenc, PhD. Ing. Helena Kořanová/

In the capacity of: Member of the Board of Directors Member of the Board of Directors
SAG Elektrovod, a. s. SAG Elektrovod, a. s.

Duly authorised to sign the Tender for and on behalf of: Association SAG ELV- Alter Energo

Date: 23.9.2016

Attachment 1 to Tender Form

COVENANT OF INTEGRITY

To: Slovenská elektrizačná prenosová sústava, a.s. (SEPS)
Mlynské nivy 59/A
824 84 Bratislava 26
Slovak Republic

We declare and covenant that neither we nor anyone, including any of our directors, employees, agents, joint venture partners, consultants or sub-contractors, where these exist, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined below) in connection with the tendering process or in the execution or supply of any works, goods or services for [insert the name of the contract] (the "Contract") and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall, for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

We declare and covenant that, except for the matters disclosed in this Covenant of Integrity:

- (i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;
- (ii) none of our directors, employees, agents or a representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;
- (iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation to have engaged in a Prohibited Practice;
- (iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.

Name of Entity Required to be Disclosed	Reason Disclosure is Required ¹
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.....
.....

For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

- (i) "corrupt practice" which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

¹ For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.

- (iii) "coercive practice" which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and,
- (iv) "collusive practice" which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- (v) "theft" which means theft which means the misappropriation of property belonging to another party.

Following the submission of our tender, we grant the project financier, the European Bank for Reconstruction and Development (EBRD) and/or persons appointed by them, the right of inspection of our, and any proposed subcontractors, accounts and records and permission to have any such accounts and records audited by auditors appointed by the Bank, if required by the Bank. We accept to preserve these records generally in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

We further declare that no affiliate of the Employer is participating in our tender in any capacity whatsoever.

Particular Conditions of Contract

The following Particular Conditions are amendments and additions to the General Conditions and shall supplement the General Conditions of contract. Whenever there is a conflict, the provisions in the Particular Conditions prevail over those in the General Conditions.

Sub-Clause	No.	
Clause 1 General Provisions		
1.1 Definitions		
1.1.1 The Contract		
Definitions, Letter of Tender	1.1.1.4	<p>Replace Sub-Clause 1.1.1.4 by the following:</p> <p>"Letter of Tender" means the document titled "Tender Form", whose format is given under Vol. 1.3 of the tender documents and which was completed by the Contractor and includes the signed offer to the Employer for the works."</p>
1.1.2 Parties and Persons		
Parties and Persons	1.1.2.11	<p>Add new Sub-Clause:</p> <p>"Other Contractor" means any party or parties having a direct contract with the Employer for work outside the scope of this Contract and shall include any sub-contractor of this "other contractor".</p>
Parties and Persons	1.1.2.12	<p>Add new Sub-Clause:</p> <p>"EBRD" or "the Bank" means the European Bank for Reconstruction and Development. The European Bank for Reconstruction and Development is the Administrator of the grant(s), which refers to the funds made available to the Employer (the Recipient) under an Agreement between the Bank as the Administrator of funds of the Bohunice International Decommissioning Support Fund and the Recipient of such funds under the established rules."</p>
Parties and Persons	1.1.2.13	<p>Add new Sub-Clause:</p> <p>"The Tenderer" means the Contractor or person who is responsible for the bid submission.</p>
Parties and Persons	1.1.2.14	<p>Add new Sub-Clause:</p> <p>"Substation Bystričany – transformation 400/110 kV</p>

Sub-Clause	No.	
		Substation Horná Ždaňa – enlargement Substation Križovany – enlargement” means the reconstruction / up- grading project in particular substations.
1.1.3 Dates, Tests, Periods and Completion		
Dates, Tests, Periods and Completion	1.1.3.9	Replace Sub-Clause 1.1.3.9 by the following: "day" means a calendar day "month" means a Gregorian calendar month "year" means 365 days
1.1.6 Other Definitions		
Other Defini- tions, Site	1.1.6.7	Add as last sentence to Sub-Clause 1.1.6.7: "The areas for any Temporary Works which lie outside the confines of the Site, and the areas required for any temporary traffic diver- sions, shall be arranged and provided by the Contractor, but shall be deemed to form part of the Site."
1.2 Interpretation		
Interpretation	1.2	Add the following sub-paragraph (e): "In these Conditions, provisions including the expression "Cost plus reasonable profit" require this profit to be one-twentieth (5%) of this Cost."
1.5 Priority of Documents		
Priority of Docu- ments	1.5	Insert before last sentence: "Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Spec- ifications shall be of like effect as if shown or mentioned in both. In case of any difference between scaled dimensions and figures on the Drawings, the figures shall prevail. In case of any difference be- tween Drawings and the Specifications the Specifications shall pre- vail."
1.7 Assignment		
Assignment	1.7	Add at the end of Sub-Clause 1.7: "The Employer shall be permitted to assign or change the benefit of the Contract to any successor organization or enterprise set up or established by the Government of Slovakia to manage, maintain and carry out the other licensed activities of the Employer in relation to

Sub-Clause	No.	
		the "Substation Bysričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement, Substation Križovany – enlargement" project, in place of the Employer without the prior written consent of the Contractor."
1.8 Care and Supply of Documents		
Care and Supply of Documents	1.8	<p>Add to this Sub-Clause:</p> <p>"The Contractor shall keep a Site Diary in Slovak language in the form acceptable to the Employer/Engineer. The Diary shall be kept daily, the pages shall have running numbering and the Diary shall be signed daily by the Contractor and the Engineer. Distribution of copies of the pages shall be as instructed by the Engineer."</p>
1.12 Confidential Details		
Confidential Details	1.12	<p>Add the following paragraph:</p> <p>"The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer or the Engineer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose decision shall be final."</p>
1.13 Compliance with Laws		
Compliance with Laws	1.13	<p>Insert at the end of Sub-Clause 1.13:</p> <p>"The Contractor shall submit, in good time, the details of Goods to the Employer, who shall then promptly obtain all import permits or licences required for these Goods.</p> <p>The Employer shall also obtain or grant all consents including permits-to-work, rights-of-way and approvals required for the Works."</p>
Clause 2: The Employer		
Permits, Licences and Approvals	2.2	<p>Insert at the end of Sub-Clause 2.2:</p> <p>"The Contractor shall make himself familiar with the administrative procedures for obtaining import permits and licenses and shall assist and cooperate with the Employer when obtaining the necessary</p>

Sub-Clause	No.	
		<p>permits and licenses and shall make available all necessary and appropriate documents in due time.</p> <p>Within thirty (30) days from the Commencement Date, the Contractor shall establish written and agreed procedures to be used for this Contract covering transportation of heavy weight equipment (e.g. transformers) to the Slovak Republic and to the Site."</p> <p>The Contractor shall be responsible for obtaining at his own expense all copies of laws of the country, permits, licences or approvals which are relevant to the contract, unless the Employer specifically agrees to obtain them.</p>
2.4 Employer's Financial Arrangements		
Employer's Financial Arrangements	2.4	<p>Add at the end of Sub-Clause 2.4:</p> <p>"Pursuant to an agreement between the European Bank for Reconstruction and Development (the Bank) as the Administrator of the Bohunice International Decommissioning Support Fund (the Fund) and the Employer as Recipient of the grant(s) being administered by the Bank, the Employer intends using part of the proceeds of the grant(s) for eligible payments under the Contract. Payment by the Bank will be made on behalf of the Employer, and only at the request of the Employer and upon approval by the Bank in accordance with the terms and conditions of the Grant Agreement and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank's grant(s) will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Except as the Bank may specifically otherwise agree, no other party other than the Employer shall derive any rights from the agreement or have any rights to the proceeds of the grant(s). If there is a material change to the Employer's Financial Arrangements, including the suspension of the grant(s), the Employer shall notify the Contractor, with detailed particulars of such change, within 7 days of such change."</p>
2.5 Employer's Claims		
Employer's Claims	2.5	Delete the last paragraph of this Sub-clause in its entirety.
2.6 Errors by Employer or Engineer		
Errors by Employer or Engineer	2.6	<p>Add as a new Sub-Clause (2.6):</p> <p>"Drawings or any other written information or sketches supplied by the Employer / Engineer are to be regarded as giving only indicative</p>

Sub-Clause	No.	
		information of the existing equipment and systems."
Clause 3: The Engineer		
3.1 Engineer's Duties and Authority		
Engineer's Duties and Authority	3.1	<p>Add at the end of Sub-Clause 3.1:</p> <p>"The Engineer shall obtain the specific approval of the Employer before taking action under the following sub-clauses of these conditions:</p> <ul style="list-style-type: none"> a) Approving the sub-letting of any part of the Works under Sub-Clause 4.4 (Subcontractors); b) Certifying additional cost determined under Sub-Clause 4.12 (Unforeseeable Physical Conditions); c) Determining an extension of time under Sub-Clause 8.4 (Extension of Time for Completion); d) Issuing a Variation under Clause 13 (Variations and Adjustments) except: <ul style="list-style-type: none"> i) in an emergency situation, as reasonably determined by the Engineer, or ii) if such Variation plus the aggregate value of all previous variations would increase the Contract Price by less than fifteen percent (15%). e) Agreeing or determining rates or prices under Sub-Clause 12.3 (Evaluation). <p>The following shall be considered as Variations for the purpose of this Sub-Clause:</p> <ul style="list-style-type: none"> i) The use, in whole or in part, of any Provisional Sum under Sub-Clause 13.5; ii) The execution of any of the Works on a day work basis under Sub-Clause 13.6. <p>Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer."</p>
3.6 Management Meetings / Site Meeting		
Management/	3.6	Add as a new Sub-Clause (3.6):

Sub-Clause	No.	
Site Meetings		<p>"The Engineer or the Contractor's Representative may require the other to attend a management meeting in order to review the arrangements for future work. The Engineer shall record the business of the management meetings and supply copies of the record to those attending the meeting and to the Employer. In the record, responsibilities for any action to be taken shall be in accordance with the Contract."</p>

Clause 4: The Contractor

4.1 Contractor's General Obligations

Contractor's General Obligations	4.1	<p>Add to this Sub-Clause:</p> <p>"The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank, if so required by the Bank."</p> <p>"The Contractor shall comply with all local site requirements and procedures. The Contractor shall follow all instructions provided by the Employer, or his representative, whether written or verbal."</p> <p>"Before the date of commissioning, the Employer shall perform the secondary engineering activities including property and legal activities and geodetic works related to the record of the real burdens into the real estate register for the protection zone around the new constructed part of the substation; that means identification of the land-owners, elaboration of the geometrical drawings, elaboration of the expert testimonies and provision of the record of real burdens for protection zone into the real estate register on behalf of the Employer."</p>
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Sub-Clause	No.	
4.2 Performance Security		
Performance Security	4.2	<p>Delete the first paragraph of this Sub-Clause and replace with the following:</p> <p>"The Contractor shall supply at his own expense a Performance Security (issued in EUR and in English language) for proper performance, in the amount of 10% of the total contract price and in the same currency."</p> <p>Insert at the end of the second paragraph of this Sub-Clause:</p> <p>"If the Performance Security is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) directly by a foreign bank acceptable to the Employer. If the Performance Security is not in the form of a bank guarantee, it shall be furnished by a financial entity registered or licensed to do business in the Country. The Performance Security shall be issued by the bank or other institution with longtime credit rating on the level not lower than BBB+ (S&P / Fitch Rating) or Baa1 (Moody's)".</p> <p>"These procedures shall also apply to any Retention Guarantee as Sub-Clause 14.3(c) except that the amount and period for the Retention Guarantee shall be in accordance with Sub-Clause 14.9."</p>
4.3 Contractor's Representative		
Contractor's Representative	4.3	<p>Add at the end of this Sub-Clause:</p> <p>"The Contractor's Representative and all these persons shall be fluent English. If the Contractor's Representative, or these persons, is not fluent in Slovak, the Contractor shall make a competent Interpreter available during all working hours."</p>
4.4 Subcontracts		
Subcontractors	4.4	<p>Add the following to first paragraph of this Sub-Clause:</p> <p>"(e) Any subcontract or agreement with the Subcontractor shall be written in a manner as to be consistent with this Contract and shall require that the Contractor has full access for auditing purpose to the Subcontractors records, documents, costs and accounts."</p> <p>Add at the end of this Sub-Clause:</p> <p>"If any Subcontractor engaged upon the Works either executes any work which in the opinion of the Engineer / Employer is not in accordance with the Contract or in opinion of the Engineer / Employer for any other reason is unable to perform the Works, the Engineer /</p>

Sub-Clause	No.	
		<p>Employer may require the Contractor by written notice to terminate the Subcontract and the Contractor shall immediately dismiss the Subcontractor and the latter shall forthwith leave the Site.</p> <p>All correspondence from any Subcontractor to the Engineer / Employer shall be submitted only through the Contractor. Correspondence by the Subcontractor directly sent to the Engineer / Employer will not be acknowledged."</p>
Assignment of Benefit of Sub-contractor		"If a subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period, the Contractor shall so inform the Engineer and subject to the consent of the Engineer, the Contractor shall assign the benefit of such obligations to the Employer as of the expiry date of the relevant Defects Notification Period."
4.6 Cooperation		
Cooperation	4.6	<p>Add the following to first paragraph of this Sub-Clause:</p> <p>"(d) Any other person deemed by the Employer or their Representative requiring access to work upon the site"</p>
4.8 Safety Procedures		
Safety Procedures	4.8	<p>Replace Sub-Paragraph (a) with the following:</p> <p>"(a) comply with all applicable safety legislation, regulations and /or requirements and with any Safety Instruction given, either written or verbally, by the Employer or its Representative(s)."</p> <p>Add at the end of this Sub-Clause:</p> <p>"Any changes to the Temporary Works or Permanent Works agreed by the Employer under Clause 13, or as a result of any instruction issued by the Employer under Clause 3.3 and Clause 4.1 shall not relieve the Contractor of his obligations under this Sub-Clause."</p>
4.9 Quality Assurance		
Quality Assurance	4.9	<p>Add at the of this Sub-Clause:</p> <p>"Within 28 days of the Contract Award the Contractor shall provide to the Employer, for approval, a Contract specific Quality Plan."</p>
4.15 Access Route		
Access Route	4.15	<p>Add the following paragraph to this Sub-Clause:</p> <p>"If necessary the Contractor shall construct or enlarge access routes</p>

Sub-Clause	No.																			
		(temporary or existing once) to the site and renovate the area after completion of the works. Costs of these routes shall be borne by the Contractor."																		
4.16 Transport of Goods																				
Transport of Goods	4.16	<p>Add at the end of this Sub-Clause:</p> <p>"The Contractor shall notify the Engineer about the date of shipments, the description of Plant, the name of ship or other means of transport, the date of the ship's departure together with other papers mentioned below, and shall furnish a copy thereof to the Engineer at least 3 weeks before the departure.</p> <p>The notification shall include inter alia:</p> <ol style="list-style-type: none"> 1. Proforma Invoice (showing unit prices and itemized prices) 2. Preliminary Packing Lists 3. Certificate(s) of Origin 4. All other documents necessary for pre-shipment inspection." 																		
4.18 Protection of the Environment																				
Protection of the Environment	4.18	<p>Insert at the end of the Sub-Clause:</p> <p>"The following rules and procedures shall be adhered to by the Contractor with regard to protection of the environment:</p> <ol style="list-style-type: none"> 1. The Contractor undertakes to dispose of the waste incurred in compliance with Act No. 79/2015 Coll. on Waste. 2. The Contractor shall be responsible for the waste incurred up to the period of its placement to the determined place or handover for appreciation or disposal. The determined place shall be specified by the Employer. 3. The Contractor shall ensure placement of the disassembled installations, their parts, cables etc. mentioned in the following table to the determined place specified by the Employer. <table border="1"> <thead> <tr> <th>Disassembled equipment, with accessories, etc.</th><th>Name of waste type</th><th>Waste category</th></tr> </thead> <tbody> <tr> <td>scrap material</td><td>copper</td><td>0</td></tr> <tr> <td>scrap material</td><td>aluminium</td><td>0</td></tr> <tr> <td>scrap material</td><td>iron and steel</td><td>0</td></tr> <tr> <td>scrap material, AlFe ropes</td><td>mixed metals</td><td>0</td></tr> <tr> <td>cables</td><td>cables</td><td>0</td></tr> </tbody> </table>	Disassembled equipment, with accessories, etc.	Name of waste type	Waste category	scrap material	copper	0	scrap material	aluminium	0	scrap material	iron and steel	0	scrap material, AlFe ropes	mixed metals	0	cables	cables	0
Disassembled equipment, with accessories, etc.	Name of waste type	Waste category																		
scrap material	copper	0																		
scrap material	aluminium	0																		
scrap material	iron and steel	0																		
scrap material, AlFe ropes	mixed metals	0																		
cables	cables	0																		

Sub-Clause	No.			
		insulators	decommissioned equipment other than the ones mentioned in 16 02 09 to 16 02 13	O
		dirty vessels from paints, lubricants, oils	packages containing remnants of NL* or contaminated NL	N
		dirty rags from paints, lubricants, oils, absorbents	absorbents, filtration materials including oil filters otherwise unspecified, cleaning rags, protective clothes contaminated by NL	N
		circuit breakers, instrument transformers, compensation condensers (equipment containing oil, SF ₆)	decommissioned equipment containing dangerous parts other than the ones mentioned in 16 02 09 to 16 02 12	N
		air-conditioning equipment	decommissioned equipment containing HCFC, HFC	N
* hazardous substances				
Appreciation or disposal of the mentioned type of waste shall be ensured by the customer at own expense.				
<p>4. The Contractor shall hand over the waste incurred but for the waste mentioned in point 3 only to the authorized person under the catalogue number which shall be determined by the customer in compliance with the valid decree laying down the Waste Catalogue. The customer shall be provided a document (protocol on waste takeover or the weight certificate) on takeover of other waste by an authorized person including the catalogue waste number not later than 10 days from the waste handover.</p> <p>5. Eventual origination of other types of hazardous waste (but for the waste mentioned in the table in point 3.) and its disposal shall be discussed by the contractor and the environment technician or the employee of the environmentalism of the customer and shall follow his/her instructions.</p> <p>6. The contractor shall assume the responsibility pursuant to Act No. 364/2004 Coll. on Water in case of leakage of pollutants into surface or ground water due to its activity. Subsequently, it shall provide for liquidation of the damages incurred in this way at own expense.</p> <p>7. Installation and handling of electrical installations containing SF₆ pursuant to Act No. 286/2009 Coll. on fluorinated greenhouse gases and on the Regulation of the European Parliament and of the Coun-</p>				

Sub-Clause	No.	
		<p>cil (EU) No. 517/2014 may only be performed by the competent person. The contractor shall issue the protocol on the amount of the supplied SF6 which shall be handed over to the responsible environment technician of the customer.</p> <p>8. The Contractor shall submit the copy of the Registration certificate according to §98 of the act No. 79/2015 on waste and on the amendment of particular acts.</p>
4.19 Electricity, Water and Gas		
Electricity, Water and Gas	4.19	<p>Insert after the second paragraph:</p> <p>"The Contractor shall pay to the Employer for the consumed supplies as follows: Electricity: the consumption will be measured and the costs will be invoiced according to actual Employer's electrical power tariff. Drinking water: the consumption will be measured and the costs will be invoiced in accordance with actual tariff."</p>
4.21 Progress Reports		
Progress Reports	4.21	<p>Add Sub-Paragraph (i) at the end of this Sub-Clause:</p> <p>"The charts of progress described in Sub-Paragraph (a) shall be developed and furnished in Microsoft Project 2010 (*.msp) format in soft and hard copy."</p>
4.22 Security of the Site		
Security of the Site	4.22	<p>Delete Sub-Clause 4.22(a) and replace with the following:</p> <p>"The Employer is responsible for keeping unauthorised persons off the Site."</p>
Clause 5: Design		
General Design Obligations	5.1	<p>Insert the following after the first paragraph:</p> <p>"The Contractor shall comply with the law, regulations, decrees and technical standards applicable in the Slovak Republic.</p> <p>For each of his proposed designers and design Subcontractors the relevant Certificate proving the technical qualification for particular construction works according to legislation applicable in the Slovak Republic (mainly Act no. 138/1992 Coll. of authorized architects and authorized construction engineers as amended by Act no. 236/2000</p>

Sub-Clause	No.	
		<p>Coll.) or a proof of the application for such Certificate shall be provided to the Engineer / Employer before effectiveness of the Contract.</p> <p>For each of his proposed electricians specialized for design and construction of works, control of activities, performing of inspection and testing of electric devices with voltage below 1000 V and above 1000 V a Certificate proving the technical qualification according to legislation applicable in the Slovak Republic (mainly Regulation MPSVaR SR no. 508/2009 Z.z. of particulars of safety and health protection by work with pressure, elevatory, electrical and gas technical devices and of definition of technical devices considered as reserved technical devices) or a proof of the application for such Certificate shall be provided to the Engineer / Employer before the Contract award.</p> <p>The Contractor shall follow Appendix No. 11 to the Employer's Requirements for Employer's internal standards for design."</p>
5.2 Contractor's Documents		
Contractor's Documents	5.2	<p>Add the following at the end of the first paragraph:</p> <p>"All documents necessary for the licensing of the Plant and Equipment shall be provided in the English language and in the Slovak language."</p>
		<p>Add the following at the end of the second paragraph:</p> <p>"An electronic version of these documents shall be provided to the Engineer, if requested.</p> <p>One copy of the certified Drawings, Specifications and other information including the latest revision thereof shall be kept by the Contractor on the Site and the same shall at all reasonable times be available for inspection and use by the Engineer / Employer or by any other person authorized in writing by the Engineer / Employer."</p>
Clause 6: Staff and Labour		
6.1 Engagement of Staff and Labour		
Engagement of Staff and Labour	6.1	<p>Add to the Sub-Clause:</p> <p>"The Contractor is encouraged, to the extent that it is practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."</p>

Sub-Clause	No.	
6.5 Working Hours		
Working Hours	6.5	<p>Delete the paragraph contained this Sub-Clause and replace with the following:</p> <p>"Works may be carried out on site from 7:00 to 18:00 o'clock Monday to Friday and/or as agreed with the Engineer / Employer."</p>
6.7 Health and Safety		
Health and Safety	6.7	<p>Insert at the end of the Sub-Clause:</p> <p>"The Employer's rules and procedures regarding health, safety, fire protection and ecology are to be adhered to by the Contractor as defined and outlined in the documents annexed under Vol. 2.7:</p> <p>Rules and Procedures for safety and health protection at work, fire protection and ecology;</p> <p>Record on notification of the responsible representatives of the Contractor aimed at the issue concerning observation of regulations on Occupational Health and Safety (OHS) and Fire Protection (FP).</p>
6.8 Contractor's Superintendence		
Contractor's Superintendence	6.8	<p>Insert at the end of the Sub-Clause:</p> <p>"A reasonable proportion of the Contractor's superintending staff shall have a working knowledge of Slovak, or the Contractor shall have a sufficient number of competent interpreters available on Site during all working hours."</p>
6.9 Contractor's Personnel		
Contractor's Personnel	6.9	<p>Insert at the end of the Sub-Clause:</p> <p>"(e) If the proficiency of the Contractor's key staff in the English language proves not to be acceptable, the Engineer may require the employee replaced by one acceptable to the Engineer."</p>
6.11 Disorderly Conduct		
Disorderly Conduct	6.11	<p>Add the following:</p> <p>"With respect to the Contractor, any Subcontractor and all their respective employees,</p> <p>i) The Contractor shall not allow the bringing, selling or consumption of alcoholic drinks or drugs on Site.</p>

Sub-Clause	No.	
		ii) The Contractor shall not allow the bringing, selling or illegally carrying of weapons and ammunition on Site."
6.12 Festivals and Religious Customs		
Festivals and Religious Customs	6.12	<p>Add as a new Sub-Clause (6.12):</p> <p>"In all dealing with his staff and labour, the Contractor shall respect the Country's recognised public holidays and rest days as defined in the Act No 241/1993 Coll. on public holidays, rest days and memorial days."</p>
6.13 Foreign Staff and Labour		
Foreign Staff and Labour	6.13	<p>Add as new Sub-Clause (6.13):</p> <p>"The Contractor may import any eligible personnel who are necessary for the execution of works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for the return to the place where they were recruited or to their domicile of imported Contractor's personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial."</p>
Clause 7: Plant, Materials and Workmanship		
7.9 Eligible Origin		
Eligible Origin	7.9	<p>Add as a new Sub-Clause (7.9):</p> <p>"All Goods and Services may originate from any country.</p> <p>The Contractor shall certify to the Employer the origin of all Plant and materials to be delivered under this Contract stating the country or countries where the Plant and materials and their principal components are manufactured and the manufacturer's name and address."</p>
7.10 Information Technologies - Product Upgrades		
Information Technologies - Product Upgrades	7.10	<p>Add as a new Sub-Clause (7.10):</p> <p>"At any point during performance of the Contract, should technological advances be introduced for Information Technologies originally offered by the Contractor and still to be delivered, the Contractor shall be obliged to offer to the Employer the latest version of the</p>

Sub-Clause	No.	
		<p>available Information Technologies having equal or better performance or functionality, at the same or lesser unit prices, pursuant to Clause 13 (Variations and Adjustments).</p> <p>During performance of the Contract and the Defects Notification Period the Contractor shall make available to the Employer, at no extra cost to the Employer, all new versions, releases and updates for all Software forming part of the Permanent Works."</p>
Clause 9 Tests on Completion		
Contractor's Obligations	9.1	<p>Delete the first paragraph and substitute with the following:</p> <p>"The Contractor shall carry out the Tests on Completion in accordance with this Clause, and Sub-Clause 7.4 (Testing) and Appendix No. 14 to the Employer's Requirements, after providing the documents in accordance with Sub-Clause 5.6 (As-Built Documents) and Sub-Clause 5.7 (Operation and Maintenance Manuals)."</p>
Clause 10: Employer's Taking Over		
10.5 Forms of Certificates		
Forms of Certificates	10.5	<p>Add new Sub-Clause:</p> <p>"The Contractor shall adhere to and use the Employer's specific forms of certificates for taking over of the works, sections, constructions and equipment."</p>
Clause 11: Defects Liability		
11.9 Performance Certificate		
Performance Certificate	11.9	<p>Insert after the first paragraph:</p> <p>"The Performance Certificate shall give details of the test results and any deviations from the guaranteed performance data. Any compensation to the Employer from the Contractor for Plant failing to meet the guaranteed Performance Data specified in the Contract shall be stated in the Performance Certificate."</p>
Clause 12: Test after Completion		
12.1 Procedure for Tests after Completion		
Procedure for	12.1	Delete the paragraph (b) and substitute with the following:

Sub-Clause	No.	
Tests after Completion		"Carry out the Tests after Completion in accordance with the manuals supplied by the Contractor under Sub-Clause 5.7 (Operation and Maintenance Manuals), Appendix No. 14 to the Employer's Requirements and such guidance as the Contractor may be required to give during the course of these Tests; and in the presence of such Contractor's Personnel as either Party may reasonably request".

Clause 13: Variations and Adjustments

13.1 Right to Vary

Right to Vary	13.1	Add at the end of the Sub-Clause the following: "Any changes can, however, only be made by means of a formal amendment to the contract signed by both parties."
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13.3 Variation Procedure

Variation Procedure	13.3	<p>In the first paragraph of this Sub-Clause, delete the following part of the first sentence:</p> <p>"the Contractor shall respond in writing as soon as is practicable...."</p> <p>and replace with:</p> <p>"the Contractor shall respond in writing within two weeks...."</p> <p>In the second paragraph of this Sub-Clause, delete the following part of the first sentence:</p> <p>"The Engineer shall, as soon as is practicable after receiving such proposal"</p> <p>and replace with:</p> <p>"The Engineer shall, within two weeks after receiving such proposal"</p> <p>Add at the end of the Sub-Clause:</p> <p>"All variations and any additions to the Contract Price shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the varied work, the rates and prices in the Contract shall be used as the basis for valuation so far as may be reasonable, failing which, after due consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Employer and the</p>
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Sub-Clause	No.	
		<p>Contractor."</p> <p>Add at the end of the Sub-Clause:</p> <p>"Prior to instructing a Variation, the Engineer shall request for and obtain the Contractor's statement that the Variation in question is in accordance with the general conception and functionality of the design and delivery, which is in full responsibility of the Contractor and Designer General, for the full lifetime of the delivered equipment. There shall be clearly specified in this statement whether the proposal for Variation was made due to a deficiency in the design for civil permit, of a deficiency by the implementation or whether it is an additional Employer's requirement."</p>

Clause 14: Contract Price and Payment

14.1 The Contract Price

The Contract Price	14.1	<p>Add the following after 14.1(b):</p> <p>"All Goods imported by the Contractor into the Slovak Republic shall be exempt from customs and other import duties. Provision of the Contractor's notice about delivery of Goods to the Site in accordance with Sub-Clause 4.16 (a) (Transport of Goods) is a precondition for the exemption. The Employer shall endorse the necessary exemption documents prepared by the Contractor for presentation in order to clear the Goods through Customs, and shall also provide the following exemption documents:</p> <ul style="list-style-type: none"> (a) invoice (original and one (1) copy), (b) delivery note. <p>If exemption is not then granted, the customs duties payable and paid shall be reimbursed by the Employer.</p> <p>All consumable materials for the Project including those equipment and vehicles and other materials which are to be utilized in the work or to be handed over to the Employer after completion of the work shall be exempted from taxes and duties for the Contractor. Any tax and duties levied on such equipment, vehicles and materials shall be borne by the Employer.</p> <p>All imported Goods, which are not incorporated in or expended in connection with the Works, shall be exported on completion of the Contract. If not exported, or if used in connection with other contracts, the Goods will be assessed for duties (as applicable to the Goods involved) in accordance with the Laws of the Slovak Republic, and the Contractor shall pay such duties accordingly.</p> <p>The payment made to the Contractor for the services rendered by</p>
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Sub-Clause	No.	
		<p>the local Slovak personnel shall not be exempted from the income tax of the Slovak Republic. The Contractor shall duly deduct the income tax according to the prevailing rules and sent to local tax office.</p> <p>It is the responsibility of the Contractor to acquaint himself fully with the tax and excise laws of the Slovak Republic prior to the commencement of the Contract."</p>
14.3 Application for Interim Payment Certificates		
Application for Interim Payment Certificates	14.3	<p>Delete Clause 14.3(a) and replace with the following:</p> <p>"the itemised value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);"</p> <p>Delete Clause 14.3(c) and replace with the following:</p> <p>"any amount to be deducted for retention, calculated by applying the percentage of the retention stated in the Appendix to Tender to the total above amounts, until the amount so retained by the Employer reaches the Limit of Retention Money as stated in the Appendix to Tender. In any event, the Limit of Retention should not exceed 10% of the Accepted Contract Price.</p> <p>Subject to the approval of the Employer, the Contractor may replace these retention monies by a retention guarantee issued in accordance with the procedures and requirements of Sub-Clause 4.2. Payment of retention monies has to be in accordance with Clause 14.9."</p>
14.4 Schedule of Payments		
Schedule of Payments	14.4	<p>Replace this Clause in its entirety with:</p> <p>"The Employer shall pay to the Contractor in the following manner the Contract Price adjusted to give effect to such additions there to and such deductions therefrom as are provided in these Conditions:</p> <p>The Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each bi-monthly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at bi-monthly intervals, until the Taking-Over Certificate has been issued for the Works.</p> <p>10% of the (DAP) Contract Price as an Advance Payment according to the conditions stated in Sub-Clause 14.2.</p>

Sub-Clause	No.	
		<p>The Contractor is entitled to raise an itemised invoice and request for the payment when a particular integral part of the supply is completed and a Taking-Over Certificate is issued according to Clause 10 for this integral part. There shall be a separate invoicing for works performed and equipment delivered on three separate sites. The Contractor must not include in one invoice the works performed on separate sites or the equipment delivered on separate sites.</p> <p>The Employer is entitled to retain 10% (ten percent) from every invoiced amount for Retention Money."</p>
Payment	14.7	<p>Insert as first sentence of this Sub-Clause:</p> <p>"Payment of the Contract Price shall be made according to the Direct Disbursement procedure of the Bank."</p>
Delayed Payment	14.8	<p>Replace this Clause in its entirety with:</p> <p>"If the Contractor does not receive payment in accordance with Sub-Clause 14.7 (Payment), the Contractor shall be entitled to receive financing charges (late-payment interest), compounded monthly on the amount unpaid during the period of delay.</p> <ul style="list-style-type: none"> • The financing charges for amount/s receivable in Euro and not paid on the due date shall be at the interest rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Communities, in force on the first calendar day of the month in which the due date falls, increased by one percentage point. • The financing charges for amount/s receivable in Euro and not paid on the due date shall be at the rediscount rate applied by the central bank of the country of the Employer if payments are in the currency of the country. • Interest shall be calculated from the calendar day following the due date specified in Sub-Clause 14.7, up to the calendar day on which the debt is repaid in full. • Any partial payments shall first cover the interest determined in accordance with paragraphs 14.8(a) and 14.8(b). <p>The Contractor shall be entitled to this payment without a formal notice or certification, and without prejudice to any other right or remedy."</p>
Payment of Retention Money	14.9	<p>Add the following:</p> <p>"When the Payments to the Contractor has reached three-fifths (60%) of the Contract Price, the Engineer shall certify and the Employer shall make payment of half (50%) of the limit of Retention Money to the Contractor if he obtains a guarantee, in a form and provided by an entity approved by the Employer, in amounts and</p>

Sub-Clause	No.	
		<p>currencies equal to the payment. An Example Form of this guarantee is attached in Tender Document No. 16. The guarantee shall be issued by the bank or other institution with longtime credit rating on the level not lower than BBB+ (S&P / Fitch Rating) or Baa1 (Moody's).</p> <p>When the Payments to the Contractor has reached 100% of the Contract Price, the Engineer shall certify and the Employer shall make payment of half (50%) of the limit of Retention Money to the Contractor if he obtains a guarantee, in a form and provided by an entity approved by the Employer, in amounts and currencies equal to the payment. An Example Form of this guarantee is attached in Tender Document No. 16. The guarantee shall be issued by the bank or other institution with longtime credit rating on the level not lower BBB+ (S&P / Fitch Rating) or Baa1 (Moody's).</p> <p>The Contractor shall ensure that the guarantee is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2, and shall be returned to the Contractor accordingly."</p>

Clause 15: Termination by Employer

Prohibited Practices	15.6	<p>Add the following Clause 15.6:</p> <p>"If the Employer determines, based on reasonable evidence, that the Contractor has engaged in Prohibited Practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2.</p> <p>Should any employee or subcontractor of the Contractor be determined, based on reasonable evidence, to have engaged in Prohibited Practices during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>For the purpose of this Sub-Clause, Prohibited Practices is defined as one or more of the following:</p> <p>(a) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.</p> <p>(b) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p> <p>(c) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.</p>
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Sub-Clause	No.	
		<p>(d) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.</p> <p>(e) "theft" means the misappropriation of property belonging to another party."</p>
Clause 18: Insurance		
Insurance	18	<p>Add additional Sub-Clause:</p> <p>"The Contractor shall effect professional indemnity insurance, which shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than the Contract Price. The Contractor shall use his best endeavours to maintain the professional indemnity insurance in full force and effect until the issue of the Performance Certificate. The Contractor undertakes to notify the Employer promptly of any difficulty in extending, renewing or reinstating this insurance."</p>
Insurance for Works and Contractor's Equipment	18.2	<p>Replace the first paragraph with the following:</p> <p>"The Contractor shall take out insurance in both his own and the Employer's name against any loss or damage for which he is liable under the contract. Such insurance shall, unless the Particular Conditions provide otherwise, cover:</p> <ul style="list-style-type: none"> • the works, together with materials and plant for incorporation therein, to the full replacement cost against all loss or damage from whatever cause arising other than force majeure or risks attributable under the contract to the Employer ; • an additional sum of 15% of such replacement cost or any other amount specified in the Particular Conditions, to cover all the additional direct or indirect costs of making good losses or damage, including professional fees and the cost of demolishing and removing any part of the works and of removing debris of whatever nature. <p>This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 (General Requirements for Insurances), until the date of issue of the Taking-Over Certificate for the Works."</p>

Appendix to Tender

Title of contract: Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement, Substation Križovany - enlargement

(Note: Tenderers are required to fill in the blank spaces in this Appendix to Tender)

Sub-Clauses of Gen. or Particular Conditions	Item	Entry
1.1.2.2 & 1.3	Employer's name and address	Slovenská elektrizačná prenosová sústava, a.s. (SEPS) Mlynské nivy 59/A 824 84 Bratislava 26 Slovak Republic
1.1.2.3 & 1.3	Contractor's name and address	<i>Tenderer to insert</i>
1.1.2.4 & 1.3	Engineer's name and address	GOPA - International Energy Consultants GmbH Justus-von-Liebig-Strasse 1 61352 Bad Homburg v. d. H. Germany <i>(to be confirmed on signing of the Contract)</i>
1.1.3.3	Time for Completion of the Works	36 months from the Commencement Date
1.1.3.7	Defects Notification Period	24 months
1.3	Electronic transmission systems	e-mail, these are to be followed by original signed document(s)
1.4	Governing Law	English Law
1.4	Ruling language (Language of the procedure)	English
1.4	Language for communications	English and Slovak
1.13	Applicable Laws	Slovak Laws
2.1	Time for access to the Site	The Commencement Date
4.2	Amount of Performance Security	10% of the Accepted Contract Price, in the currencies and proportions in which the Contract Price is payable
5.1	Period for notifying unforeseeable errors, faults	Three months after the Commencement Date

Sub-Clauses of Gen. or Particular Conditions	Item	Entry
	and defects in the Employer's Requirements	
6.5	Normal working hours	Monday to Friday between 7.00 hours and 18.00 hours (eight hour working day). Other working hours including Saturdays and Sundays need to be specifically agreed in advance with the Employer / Engineer.
8.7 & 14.15(b)	Delay damages for the Works	0.05% of the Contract Price per day, in the currencies and proportions in which the Contract Price is payable
8.7	Maximum amount of Delay damages	10% of the Contract Price
9.5	Maximum amount of Penalties for failure to pass Test on Completion	10% of the Contract Price
14.2	Total amount of advance payments	10% of the Accepted Contract Price
14.2	Number and timing of instalments	Three
14.2	Currencies and proportions	Same as stated in the Contract Agreement
14.2(a)	Start repayment of advance payment	when payments are 20% of the Accepted Contract Price
14.2(b)	Repayment amortization of advance payment	1 st Installment: 40% 2 nd Installment: 30% 3 rd Installment: 30%
14.3	Percentage of retention	10%
14.3	Limit of Retention Money	10% of the Accepted Contract Price
14.6	Minimum amount of Interim Payment Certificates	50,000 EURO
14.15	Currency/currencies of Payment	Same as stated in the Contract Agreement
	Periods for submission of insurance:	

Sub-Clauses of Gen. or Particular Conditions	Item	Entry
18.1	(a) evidence of insurance	21 days
18.1	(b) relevant policies	28 days
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risk	0 EURO
18.3	Minimum amount of third party insurance	1,000,000 EURO
20.3	The entity named to appoint the member of the DAB	International Federation of Consulting Engineers (FIDIC)
20.6	Arbitration rules	ICC rules, Court of Arbitration of the International Chamber of Commerce and Industry
20.6	Number of arbitrators	Three
20.6	Language of arbitration	English
20.6	Place of arbitration	London

Form of Advance Payment Guarantee

**Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement,
Substation Križovany - enlargement**

Slovenská elektrizačná prenosová sústava, a.s. (SEPS)
Mlynské nivy 59/A
824 84 Bratislava 26
Slovak Republic

We have been informed that _____ (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

- a. that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- b. the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt [of the first instalment] of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Time for Completion) _____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of _____ and shall be subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except as stated above.

Date _____ Signature(s) _____ Stamp _____

Form of Performance Security Guarantee

**Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement,
Substation Križovany - enlargement**

Slovenská elektrizačná prenosová sústava, a.s. (SEPS)
Mlynské nivy 59/A
824 84 Bratislava 26
Slovak Republic

We have been informed that _____ (hereinafter called the "Principal") is your contractor under such Contract, which requires him to obtain a performance security.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

- a. that the Principal is in breach of his obligation(s) under the Contract, and
- b. the respect in which the Principal is in breach.

Any demand for payment must contain your director's signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) _____ the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of _____. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except as stated above.

Date _____ Signature(s) _____ Stamp _____

Form of Retention Money Guarantee

**Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement,
Substation Križovany - enlargement**

Slovenská elektrizačná prenosová sústava, a.s. (SEPS)
Mlynské nivy 59/A
824 84 Bratislava 26
Slovak Republic

We have been informed that _____ (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of _____ (the "guaranteed amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

- a. that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- b. the nature of such defect(s).

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (the date 70 days after the expected expiry of the Defects Notification Period for the Works) _____ (the "expiry date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the performance certificate under the Contract has not been issued by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of _____ and shall be subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except as stated above.

Date _____ Signature(s) _____ Stamp _____

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC Yellow Book) ISBN 2-88432-023-7. The "General Conditions of Contract" are subject to the variations and additions set in "Particular Conditions of Contract".