

Form of Contract Agreement

Contract Financed by

2018-0149-1174501

**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: Tatrabanka Bratislava, IBAN: SK30 1100 0000 0026 2019 1900
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Miroslav Obert, Chairman of BOD
Miroslav Stejskal, Vice-chairman of BOD
Registered: in Trade Register of County Court Bratislava I, Section: Sa, Record No.: 2906/B

Person responsible to negotiate the technical issues: Mr. Marián Sabol
Person responsible to negotiate the contractual issues: Mrs. Anna Szer

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

and

JVCA VUJE-ELCON-ALTER ENERGO

Leader Partner of JVCA:

VUJE, a.s.
*Okružná 5
Trnava
918 64
Slovak Republic*

IČO: 31 450 474
Tax-No.: 2020392539
VAT reg. No.: SK2020392539
Bank connection: Slovenská sporiteľňa, a.s., IBAN: SK76 0900 0000 0051 5153 0992
Statutory body: Ing. Zoltán Harsányi, PhD., Chairman of the Board
Ing. Alexander Kšiňan, Member of the Board
Registered in: the Business Register of the Municipal Court Trnava, Section: Sa, File no.: 164/T

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

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Whereas the Employer desires that the Works known as **Double 400 kV OHL Križovany - Bystričany** 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 12 December 2018,
 - (c) The Letter of Tender, dated 16 July 2018,
 - (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:

38 879 999,94 EUR

(Thirty eight million eight hundred seventy nine thousand nine hundred ninety nine Euros and ninety four 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.
6. The Contractor hereby acknowledge that pursuant to Slovak law, special obligations regarding registration with the Register of Partners of Public Sector for recipients of public funds apply. When statutory prerequisites laid down in the Act No. 315/2016 Coll. Public Sector Partners Register Act as amended by Act No. 38/2017 Coll. (hereinafter referred to as "Public Sector Partners Register Act") are met, the Contractor undertakes to fulfil the obligations arising from the Public Sector Partners Register Act (in particular obligation to be entered into the Register of Partners of Public Sector pursuant to the relevant provisions of the Public Sector Partners Register Act in case the amount of regular payments of the Employer to the Contractor exceeding 250.000 EUR per calendar year or, in case of the amount of irregular payments exceeding 100.000 EUR), whereas the Contractor is required to demonstrate compliance with these

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obligations to the Employer.

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
Chairman of the Board

Date: _

SIGNED by: ___

Ing. Zoltán Harsányi, PhD.
Chairman of the Board

Date: ___

SIGNED by: ___

Ing. Miroslav Stejskal
Vice-chairman of the Board

Date: ___

for and on behalf of the Employer

SIGNED by: _

Ing. Alexander Kšiňan
Member of the Board

Date: _

for and on behalf of the Contractor

Ing. Peter Obert
Chairman of the Board
Alter Energo, a.s.

Date:

Jozef Szombath
Member of the Board
Alter Energo, a.s.

Date:

Ing. Marián Mašaja
Member of the Board
ELCON Bratislava, a.s.

Date:

VUJE, a.s.
Ing. Peter Liška
Okružná 5
918 64 Trnava

Your ref. Our ref. Attended to by/Contact Bratislava
PS/2018/018980 Matej Mišík/ 12.12.2018
+421 2 5069 2508



LETTER OF ACCEPTANCE

Tender No.: 6946865
To: JVCA VUJE-ELCON-ALTER ENERGO
Leader Partner of JVCA: VUJE, a.s., Okružná 5, Trnava, 918 64 Slovak Republic

Dear Sirs,

This is to notify you that your tender dated 06 August 2018 for the execution of the "Double 400 kV OHL Križovany – Bystričany" for the Contract Price of **38 879 999,94 EUR (Thirty eight million eight hundred seventy nine thousand nine hundred ninety nine Euros and ninety four 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:

- (a) 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 "15_Form of Performance Security Guarantee.docx" of the Tender Documents within twenty eight (28) days of receipt of this Letter.
- (b) To perform registration in the Register of Public Sector Partners in accordance with the Act No. 315/2016 Coll. on Register of Public Sector Partners and on the Amendment of Certain Acts and submit an evidence of such registration;

This Letter of Acceptance shall constitute a binding contract between us, until a formal contract is prepared and executed, however is conditional upon receiving by us the Performance Security and evidence of registration in the Register of Public Sector Partners in accordance with the Act No. 315/2016 Coll. Once the above requested documents will be submitted by you, 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 Tenderer in accordance with this Clause. The following details are required with your acknowledgement:

Bank Name:
Swift Code:
Account Number:
Account Name:
IBAN code:

Authorised Signature.....
Name and Title of Signatory.....
Name of Agency.....

Sincerely yours

Ing. Miroslav Čížek
Member of the Board of Directors
Executive Director for Development and Investment
Slovenská elektrizačná prenosová sústava, a.s.

Enclosure:
Contract Agreement



TENDER FORM – SINGLE STAGE TENDER

JVCA VUJE-ELCON-ALTER ENERGO

Date: 16.7.2018

VUJE, a. s., Okružná 5, Trnava, 918 64, SR

ELCON BRATISLAVA, a. s., Hraničná 12, Bratislava, 821 05, SR

Tenderer Identification No.: 13072/2018

Alter Energo, a.s., Hlavná 561, Količany, 951 78, SR

JVCA VUJE-ELCON-ALTER ENERGO/Marek Dudáš

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: Double 400 kV OHL Križovany - Bystričany
(c) The total price of our Tender, excluding any discounts offered in item (d) below is:

Table with 2 columns: Description and EUR. Rows include: TOTAL AMOUNT OF TENDER EXCLUDING VAT AND DISCOUNTS (€38,880,000), GRAND TOTAL (€38,880,000), and GRAND TOTAL OF ANY ALTERNATIVES EXCLUDING DISCOUNTS (€0).

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:
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
(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
X	X	X	X
X	X	X	X
X	X	X	X
X	X	X	X

[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 person submitting this tender is 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. Matej Korec, MSc., PhD.
Member of the Board of Directors

Ing. Alexander Kšíňan
Member of the Board of Directors

In the capacity of: VUJE, a.s.

Okružná 5, 918 64 Trnava, Slovak republic

Duly authorised to sign the Tender for and on behalf of: JVCA VUJE-ELCON-ALTER ENERGO

Date: August 6th, 2018



Attachment 1 to Tender Form

COVENANT OF INTEGRITY

To: Slovenská elektrizačná prenosová sústava, a.s.

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
XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX

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

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.

- (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;
- (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.
- (vi) “misuse of the Bank’s resources” means improper use of the Bank’s resources, committed either intentionally or through reckless disregard; and,
- (vii) “obstructive practice” means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information.

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.

Clause 1: General Provisions		
1.1 Definitions		
1.1.1 The Contract		
Contract	1.1.1.1	Between the words "Contract" means" and the words "the Contract Agreement" add the following words: "the Contract for works in accordance with sec. 536 of the Commercial Code and shall include".
Definitions, Letter of Tender	1.1.1.4	Replace Sub-Clause 1.1.1.4 by the following: "Letter of Tender" means the document titled "Tender Form", which was completed by the Contractor and includes the signed offer to the Employer for the Works."
Intellectual and Industrial Property Rights	1.1.1.11	Add Sub-Clause 1.1.1.11: "Intellectual and Industrial Property Rights" means intellectual property rights referred to in Sub-Clause 17.5 [Intellectual and Industrial Property Rights]."
Commercial Code	1.1.2.12	Add new Sub-Clause: "Commercial Code" means Act No. 513/1991 Coll. Commercial Code, as subsequently amended."
1.1.2 Parties and Persons		
Parties and Persons	1.1.2.11	Add new Sub-Clause: "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."

1.1.3 Dates, Tests, Periods and Completion		
Dates, Tests, Periods and Completion	1.1.3.77	Insert after last sentence: "Agreeing of a Defect Notification Period shall have the same meaning as agreeing of a warranty in accordance with sec. 560 (2) second sentence of the Act No. 513/1991 Coll. Commercial Code, as amended and shall be considered as granting of warranty for the performed Works or a Section under conditions and in the extent as specified in Clause 11 of this Contract."
	1.1.3.99	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"
1.1.4 Money and Payments		
	1.1.4.13	Add a new Sub-Clause 1.1.4.13: "Cost plus reasonable profit" means Cost plus profit representing five percent (5%) of the Cost."
1.1.6 Other Definitions		
Site	1.1.6.7	Replace Sub-Clause 1.1.6.7 by the following:: "Site" means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered as well as areas outside the confines of Site allocated by the Employer for temporary use, and any other places as may be specified in the Contract as forming part of the Site."
The "Project"	1.1.6.11	Add new sub-clause 1.1.6.11: "The "Project" means the project "Double 400 kV OHL Križovany – Bystričany" located between 400 kV substation in Križovany and 400 kV substation in Bystričany, Slovak Republic, for which the Works under this Contract shall be performed by the Contractor."
1.5 Priority of Documents		
Priority of Documents	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 Specifications shall be considered as if shown and/or mentioned in both. In case there is any discrepancy between scaled dimensions and figures on the Drawings, the figures shall prevail. In case there is any discrepancy between Drawings and the Specifications the Specifications shall prevail."

1.7 Assignment		
Assignment	1.7	<p>Add at the end of Sub-Clause 1.7:</p> <p>"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 the Contract, in place of the Employer without the prior written consent of the Contractor.</p> <p>If Contractor's obligations to any part of the Works and/or sub-contractor's obligations extend beyond the expiry date of the relevant Defects Notification Period, the Contractor shall so inform the Employer, and, subject to the consent of the Employer, the Contractor shall assign benefits of such obligations to the Employer as of the expiry date of the relevant Defects Notifications Period."</p>
Employer's Use of Contractor's Documents	1.10	<p>Delete last sub-paragraph of Sub-Clause 1.10 and substitute with:</p> <p>"The Contractor hereby grants its unrevocable and unlimited consent to the Employer, for purposes other than those permitted under this Contract, to</p> <ul style="list-style-type: none"> (i) use, (ii) copy, or (iii) communicate to a third party, <p>the Contractor's Documents and other design documents (or any other documents provided under this Contract to the Employer) made by (or on behalf of) the Contractor."</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 and the Contractor shall be liable for any damages caused by provision of such information to third parties without obtaining written consent of the Employer or the Engineer."</p>
Inspections and Audit by the Bank	1.15	<p>Add new Sub-Clause 1.15:</p> <p>"The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's (including its suppliers, sub-suppliers, subcontractors, consultants or sub-consultants) accounts and records relating to the performance</p>

		<p>of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.</p> <p>The Contractor shall maintain all documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.</p> <p>The Contractor shall provide any documents necessary for the investigation of allegations of Prohibited Practices and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.”</p>
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Clause 2: The Employer

2.1 Right of access to the Site

Right of access to the Site	2.1	<p>Delete first paragraph of Sub-Clause 2.1 and substitute with:</p> <p>“Pursuant to the Act No 251/2012 the Employer is a licence holder for conducting relevant activity in energy sector. The Employer shall give the Contractor the right of access to and possession of, all parts of the Site within the time (or times) stated in the Appendix to Tender, provided that by that time the Contractor has obtained the certificate for Site Manager, Senior electrical engineer for control of activity or control of operation of electrical technical devices, Project Documentation Co-ordinator and Safety Co-ordinator duly issued in accordance with Slovak Law and demonstrated it to the Employer. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Employer’s Requirements. However, the Employer may withhold any such right or possession until the Performance Security has been received.</p> <p>For the purpose of acquisition of land for permanent use, e.g. for tower locations, the Employer will pay one-time compensation to Land Owners under a separate Contract signed by SEPS and Land Owners. Neither Contractor’s scope nor activities or programme will be affected and/or impacted by this separate agreements. The one-time compensation will only be paid after the notification from the Land Register Office on registration of the right of user on individual certificates of ownership. This is expected to happen in the second half of the year 2020.</p> <p>Pursuant to the provisions of the § 11 Act no. 251/2012, the Employer will issue an official statement in writing confirming that the Contract signed between the Employer and the Contractor is valid document duly authorizing the Contractor to act for and on behalf of the Employer to obtain agreements from</p>
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		land users on the right of access to the Site. The Employer will inform all relevant authorities about signing the Contract with the Contractor."
2.2 Permits, Licences and Approvals		
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 permits and licenses and shall make available all necessary and appropriate documents in due time.</p> <p>Any proposal, inspection, examination, testing, consent, approval or similar act by the Employer (including absence of disapproval) shall not relieve the Contractor from any responsibility, including responsibility for his errors, omissions, or discrepancies, and non-compliance with Sub-Clause 5.3 and Sub-Clause 5.4."</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 to finance 50% of the Contract Price. 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). For financing of other 50% of the Contract Price the Employer intends to use Employer's funds. If there is a material change to the Employer's Financial Arrangements, including the suspension of the grant(s), or unavailability of Employer's funds 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	<p>At the end of Sub-Clause 2.5 add:</p> <p>"In relation to the Employer's claims, the Contractor hereby undertakes not to argue or contend that the Employer suffers "no actual loss" as consequence of the Works being funded under the Grant Agreement. Employer's claims will be assessed as if the Works were being funded and paid for by the Employer."</p>
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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 would increase the Contract Price e) Agreeing or determining rates or prices under Sub-Clause 12.3 (Evaluation). <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."</p>
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Clause 4: The Contractor

4.1 Contractor's General Obligations

Contractor's General Obligations	4.1	<p>Add before the penultimate paragraph of this Sub-clause:</p> <p>"The Engineer may require the Contractor's Personnel to attend management meetings during which the Contractor's arrangements to meet the Programme in accordance with Sub-Clause 8.3 will be assessed and recorded by the Engineer."</p>
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		<p>Add at the end of 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>4.2 Performance Security</p>		
Performance Security	4.2	<p>Delete the second sentence of the second paragraph of this Sub-Clause and replace it with the following:</p> <p>"The Performance Security in English language shall be in the form of a bank guarantee annexed to the Particular Conditions or another form approved by the Employer if issued by other institution. 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) by a foreign bank. If the Performance Security is not in the form of a bank guarantee, it shall be furnished by other institution registered and/or licensed to conduct such 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>4.3 Contractor's Representative</p>		
Contractor's Representative	4.3	<p>Add at the end of this Sub-Clause:</p> <p>"If the Contractor's Representative, or any of these persons, is not fluent in Slovak and/or English, the Contractor shall make a competent Interpreter available during all working hours."</p>
<p>4.4 Subcontracts</p>		
Subcontractors	4.4	<p>Add the following to the second paragraph of this Sub-Clause:</p> <p>"(d) Any subcontract or agreement with the Subcontractor shall be written in a manner as to be consistent with this Contract and shall permit the Contractor to inspect and audit any Subcontractors' records, documents, costs and accounts.</p> <p>(e) Any subcontract shall include provision which would entitle the Employer to require the subcontract to be renewed or assigned to the Employer if and when applicable, or in the event of termination under Sub-Clause 15.2 [Termination by the Employer].</p> <p>(f) The Contractor is encouraged to the extent that it is practicable and reasonable to employ subcontracts from Slovakia."</p> <p>Add at the end of this Sub-Clause:</p>

		<p>"The Contractor shall ensure that any Contract communication originated from any Subcontractor is delivered to the Engineer / Employer only by the Contractor in accordance with provisions of Sub-Clause 1.3.</p> <p>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."</p> <p>"The Contractor before signing the contract with the Subcontractor shall ensure that any Subcontractor is compliant with the condition listed in § 2 of the Act No. 315/2016 Coll. on Register of Public Sector Partners. The Contractor shall ensure that the Subcontractor is duly registered in the Register of Public Sector Partners to comply with the provisions of Act No. 315/2016 Coll. on Register of Public Sector Partners and with the Amendment of Certain Acts. Under the entire duration of the contract between the Contractor and Subcontractor, the Subcontractor shall comply with the provisions of the Act No. 315/2016."</p>
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 Engineer "</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's Personnel."</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> <p>The Contractor shall be solely responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all its plant, equipment, materials, and work practices to ensure compliance with its obligations under this Contract.</p> <p>The Contractor's failure to correct any unsafe condition or unsafe act by Contractor's Personnel may, at the sole discretion of the Engineer or the Employer, be grounds for notice by the Engineer or the Employer instructing the Contractor's Personnel to immediately stop</p>

		<p>the affected works or operations until the unsafe act or condition is corrected to the Employer's satisfaction, at the Contractor's expense. In the event of immediate danger, verbal notice may be given followed by written notice within two (2) days.</p> <p>If the unsafe act or condition continues despite notice and reasonable opportunity to effect a resolution, the Employer may terminate this Contract pursuant to Clause 15 [Termination by Employer].</p> <p>Except as stated below, the Contractor shall furnish all safety equipment required to safely complete the Works and shall require the use of such safety equipment, and shall provide safety instructions to Contractor's Personnel. All safety equipment must be manufactured to a standard acceptable to the Employer.</p> <p>As a minimum, the Contractor's Safety Procedures shall conform to and comply with:</p> <ul style="list-style-type: none"> - All applicable laws, ordinances, statutes, rules, regulations, and codes governing safety and health in the workplace, and Contractor's specific scope of Works under this Contract. - The Contractor shall take into account the provisions of the requirements of the Employer subject of "Annex 9_Rules and Procedures for Safety and Health Protection at Work and other procedures" of the Employer's requirements."
<p>4.9 Quality Assurance</p>		
<p>Quality Assurance</p>	<p>4.9</p>	<p>Add at the of this Sub-Clause:</p> <p>"Within 28 days from the Commencement Date the Contractor shall provide to the Engineer, for approval, a quality plan specifically related to this Contract. This shall not be the quality handbook used by the Contractor, but shall specifically address details of the Works. In this Contract-related quality plan, the Contractor shall describe how he intends to arrange for and verify the Works. This quality plan shall as minimum include the following subjects:</p> <ul style="list-style-type: none"> • the project organization of the Contractor, • ordering of equipment and material, • the verification of documents, • testing procedures to be applied in the factory and on site, • trial operation, • elimination of shortcomings and corrective measures, • evidence of the quality, • internal quality audits. <p>The Contractor shall maintain and comply with its certification as per ISO 9000, ISO 14000 and ISO 18000 series up to the Completion of the Works."</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 and/or enlarge access routes (temporary or existing ones) to the Site. On completion of the works, the Contractor shall restore the access routes and the areas of temporary use to their original state and the restoration Costs shall be borne by the Contractor."</p>																					
4.16 Transport of Goods																							
Transport of Goods	4.16	<p>Add at the end of item (a) of this Sub-Clause:</p> <p>"The notice shall provide 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 the documents listed in the Chapter 2.4.2 of the Employer's Requirements."</p>																					
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 shall dispose waste generated during the Works in compliance with Act No. 79/2015 Coll. on Waste. 2. The Contractor shall be responsible for the waste generated during the Works up to the moment 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 surplus material, wreckage, cables etc. mentioned in the following table to the determined place specified by the Employer. <table border="1"> <thead> <tr> <th>Disassembled equipment and overhead lines</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 – dilatation spacer</td> <td>aluminium</td> <td>0</td> </tr> <tr> <td>scrap material – posts, screws ...</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> <tr> <td>insulators</td> <td>decommissioned equipment other than the ones mentioned in 16 02 09 to 16 02 13</td> <td>0</td> </tr> </tbody> </table>	Disassembled equipment and overhead lines	Name of waste type	Waste category	scrap material	copper	0	scrap material – dilatation spacer	aluminium	0	scrap material – posts, screws ...	iron and steel	0	scrap material, AlFe ropes	mixed metals	0	cables	cables	0	insulators	decommissioned equipment other than the ones mentioned in 16 02 09 to 16 02 13	0
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insulators	decommissioned equipment other than the ones mentioned in 16 02 09 to 16 02 13	0																					

		contaminated vessels from paints, lubricants, oils	packages containing remnants of NL* or contaminated NL	N
		contaminated rags from paints, lubricants, oils, absorbents	absorbents, filtration materials including oil filters otherwise unspecified, cleaning rags, protective clothes contaminated by NL	N
<p>* hazardous substances</p> <p>Acceptance for the disposal and the disposal of the above mentioned type of waste shall be responsibility of the Employer and will be carried out at the Employer's expense.</p> <p>4. The Contractor shall hand over the generated waste (e.g. concrete foundations), except for the waste mentioned in point 3, only to the authorized person under the catalogue number which shall be determined by the Employer in compliance with the valid decree for disposal of the Waste Catalogue. Within 10 days from waste hand-over the contractor shall provide to the Employer a document (protocol on waste takeover or the weight certificate) on takeover of the waste issued by an authorized person including the catalogue waste number.</p> <p>5. Pursuant to Act No. 364/2004 Coll. on Water the Contractor shall be responsible for leakage of pollutants onto surface or to the ground water. The Contractor shall be responsible for liquidation of the consequences and pay any damages incurred.</p> <p>6. The Contractor shall submit the copy of the waste registration certificate issued by State administrative body for waste treatment in accordance to §98 of the act No. 79/2015 on waste as amended by particular acts"</p> <p>7. The Contractor shall act in line with Sub-Clause 11.4 [Environmental Impact Observation] of Part 2 – Employer's Requirement."</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>		
4.23 Contractor's Operations on Site				

Contractor's Operations on Site	4.23	<p>Add after the first paragraph of Sub-Clause 4.23 add:</p> <p>"Upon receipt of the authorisation from the Employer pursuant to the provisions of the § 11 Act no. 251/2012, the Contractor shall act for and on behalf of the Employer to obtain agreements from land users on the right of access to the Site in accordance with the Slovak Civil Act no. 40/1964."."</p> <p>At the end of Sub-Clause 4.23 add:</p> <p>"The Contractor shall comply with all local site requirements and procedures as required by Law. The Contractor shall follow all instructions provided by the Employer's Personnel, whether written or verbal."</p>
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Clause 5: Design

5.1 General Design Obligations

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>
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5.2 Contractor's Documents

Contractor's Documents	5.2	<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>
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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 shall establish Human Resource policies in accordance with the governing Law. The Contractor shall document and communicate to all workers their working conditions and terms of employment, including their entitlement to wages, hours of work, overtime arrangements and overtime compensation, and any benefits (such as leave for illness, maternity / paternity or holiday).</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>
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6.2 Rates of Wages and Conditions of Labour

Rates of Wages and Conditions of Labour	6.2	<p>Add to the Sub-Clause:</p> <p>“Where the Contractor is party to a collective agreement or is otherwise bound by it, the Contractor shall comply with its terms and conditions.</p> <p>Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. Deductions must never lead to an employee receiving less than the applicable minimum wage.</p> <p>All workers shall be provided with clearly understandable verbal and written information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Wages shall be paid in legal tender in full, on time and directly to the workers concerned. The Contractor shall maintain records of all payments and deductions made.”</p>
6.4 Labour Laws		
Labour Laws	6.4	<p>Add to the Sub-Clause:</p> <p>“The Contractor shall ensure that obligations to staff and labour under labour, health and safety and social security laws and regulations arising from the employment relationship shall not be avoided through the use of labour-only contracting arrangements.”</p>
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 am to 6:00 pm (Slovak time) Monday to Friday with 8 (eight) hour working Day. Other working hours including Saturday and Sundays and/or public holidays, rest days and memorial days shall be agreed with the Engineer in advance.”</p>
6.6 Facilities for Staff and Labour		
Facilities for Staff and Labour	6.6	<p>Add to the Sub-Clause:</p> <p>“Where the Contractor provides living accommodation for workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. The accommodation shall comply with national legislation and, where possible, follow international good practice. The Contractor shall ensure that workers’ freedom of movement to and from the accommodation is not unduly restricted.”</p>

6.7 Health and Safety		
Health and Safety	6.7	<p>Add at the beginning of Sub-Clause 6.7:</p> <p>"To the extent allowed by Laws of the Country, the Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of Contractor's Personnel, with respect to the risks under this Contract."</p> <p>Add into second paragraph after wording "responsible for maintenance safety and protection against accidents" the words "in accordance with the Ordinance of the Government of the Slovak Republic 396/2006 Coll. as amended".</p> <p>Insert at the end of the Sub-Clause:</p> <p>"The Employer's rules and procedures regarding health, safety, fire protection and ecology and other procedures are to be adhered to by the Contractor as provided in the Employer's Requirements, Sub-Clause 6.7 "Safety and Security".</p> <p>The Contractor shall provide the Employer with a written Health and Safety Policy and a project-specific Health and Safety Plan (the Plan) before the commencement of work. The Plan shall identify all risks specific and relevant to the project and shall provide information explaining how the identified risks will be managed by the Contractor. The Plan shall include details of the Contractor's OHS management system, including the Contractor's plans to manage and monitor the health and safety risks associated with all construction work under its control. The Plan shall be made available to the Bank by the Employer prior to the start of Construction.</p> <p>All work-related tasks shall be risk assessed before any work is undertaken. All significant hazards shall be identified and control measures introduced to reduce foreseeable risks of injury and ill health, so far as is reasonable practicable. High regard shall be given in particular to assess and control the following specific activities and these shall be documented in the Health and Safety Plan;</p> <ul style="list-style-type: none"> • Working at Heights; • Lifting Operations; • Movement of vehicles and mobile work equipment; • Ground disturbance and excavations; and, • Working with and around live electrical conductors.
6.8 Contractor's Superintendence		
Contractor's Superintendence	6.8	<p>Insert at the end of the Sub-Clause:</p> <p>"The Contractor shall have a sufficient number of competent interpreters available on Site during all working hours if persons provid-</p>

		<p>ing superintendence will lack an adequate knowledge of the language for communication defined in Sub-Clause 1.4.</p> <p>The Contractor shall ensure that a grievance mechanism is available to all workers and their organisations to use without fear of intimidation or retaliation. The Contractor shall ensure that employees are informed about the grievance mechanism and that this is part of the training for new employees and information is posted in relevant areas on Site.</p> <p>The Contractor shall ensure that the grievance mechanism involves an appropriate level of management and addresses concerns promptly, using an understandable and transparent process that provides feedback to those concerned without any retribution."</p>
<p>6.9 Contractor's Personnel</p>		
<p>Contractor's Personnel</p>	<p>6.9</p>	<p>Add after (d):</p> <p>"(e) If Contractor's Representative and/or persons providing superintendence will lack an adequate knowledge of Language for communications pursuant to Appendix to Tender, Sub-Clause 1.4,</p> <p>(f) Is involved in any conduct which is considered as Prohibited Practice as defined in Sub-Clause 15.6,</p> <p>(g) Fails to comply with Slovak Law in discharging his assigned duties."</p> <p>Add at the end of this Sub-Clause:</p> <p>"Such replacement shall be at the Contractor's cost and shall not be cause of an extension of time under Sub-Clause 8.4.</p> <p>The Contractor as soon as possible but not later than 5 months from the Commencement Date shall obtain certificates for the below provided key positions of Contractor's Personnel as required by the Laws:</p> <ul style="list-style-type: none"> • Site Manager shall have a valid Certificate of Site Manager for engineering structures specialized to power facilities pursuant to the Act no. 50/1976 building act and Act no. 138/1992 Coll. of authorized architects and authorized construction engineers. The certification body is Slovak Chamber of Civil Engineers (SCHCE) www.sksi.sk. According to act no. 138/1992 there are two different procedures, depending on the country issuing the applicant's national certificate. <p>A) Procedure for the applicants from EU Member states, Norway and Switzerland ("the Visiting"):</p> <p>The applicants from EU Member state, Norway and Switzerland may be certified by the Slovak authorities for construction industry</p>

	<p>regulated professions as “visitors” by proving the proof of qualification and the entitlement to perform the regulated profession in the home country. The application shall be submitted to the above mentioned certification body and substantiated by following documents (all in Slovak language):</p> <ol style="list-style-type: none"> a) Copy of passport or ID card b) Copy of education diploma c) Recognition of the diploma issued by the Ministry of Education, Science, Research and Sport of the Slovak Republic d) Overview of the most important buildings during professional experience e) Proof of the speialed qualification issued by home country engineers association f) Certificate of the entitlement to perform the regulated profession in the home country g) Extract of the criminal record or police certificate of good conduct officialy translated to the Slovak language. <p>The registration certificate for visiting will be issued in period of 1 month after submission of complete application.</p> <p style="text-align: center;">B) Procedure for the applicants from outside of EU, Norway and Switzerland (“the <u>Certification</u>”):</p> <p>The authorization of professional qualification issued from the relevant certification body outside of EU Member state, Norway and Switzerland will not be accepted by SCHCE. The applicants are required to pass the full certification including authorization exam in Slovak language according to act No. 138/1992. The applicants shall address the application for certification to a certification body which is Slovak Chamber of Civil Engineers (SCHCE) www.sksi.sk.</p> <ul style="list-style-type: none"> • Safety Co-ordinator, according to Regulation of the Government of Slovak Republic No. 396/2006 Coll., on minimum safety and health requirements for building sites, shall have a valid Certificate of Site Manager or Site Supervisor pursuant to the Act no. 50/1976 and Act no. 138/1992 Coll.. A person performing the activities of a site manager must not be the safety coordinator on the same building site at which he performs the activity of site manager. Certification procedure and principles are the same as for civil engineer for engineering structures, described for site manager. • Senior electrical engineer for control of activity or control of operation of electrical technical devices shall have a valid Certificate pursuant to § 23 of the Act. no. 508/2009 Coll. (in extension E1.0 electrical technical equipment with no limitation of voltage including lighting of roads, class A). Request for the certification shall be addressed to certification body entitled for certification according to the STN EN ISO/EC 17024 (Technická inšpekcia, a.s. (www.tisr.sk) or TUV). The procedure for obtaining the certification is identical for applicants from all countries. The certification body has statutory term of 30 days for reviewing of such request. <p>The certification request shall be submitted to the above mentioned</p>
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	<p>certification body and substantiated by following documents (all in Slovak language):</p> <ol style="list-style-type: none"> Copy of passport or ID card Copy of education diploma Recognition of the diploma issued by the Ministry of Education, Science, Research and Sport of the Slovak Republic Proof of Required experience of working on devices with voltage over 1000V (3 years for University Degrees – Electrical Engineering, 4 years for other eletrotechnical education) Proof of completed training in Occupational Health and Safety Protection rules of Slovak Republic <p>The exam consists of 2 parts:</p> <ol style="list-style-type: none"> The test Occupational Health and Safety Protection rules of Slovak Republic and devices with voltage over 1000 V Operational conditions. To proceed to step b) applicant shall exceed 80% in evaluation of the test Oral examination (3 questions regarding devices with voltage over 1000 V). Success of the Oral Examination is subject to Examiners evaluation. <p>Applicants who fail the exam can apply for new examination free of charge. New examination can take place not earlier than 14 days after failed exam. The certificate will be issued in period of 1 month after succesful examination.</p> <ul style="list-style-type: none"> Civil Engineer for Engineering Structures shall have a valid Certificate of Civil Engineer for Engineering Structures (with the authorization scope of Line constructions and Distributions) pursuant to the Act no. 50/1976 and Act no. 138/1992 Coll. of authorized architects and authorized construction engineers. The certification body is Slovak Chamber of Civil Engineers (SCHCE) www.sksi.sk. According to act no. 138/1992 there are two different procedures, depending on the country issuing the applicant's national certificate. <p>Procedure for the applicants from EU Member states, Norway and Switzerland ("the Visiting"):</p> <p>The applicants from EU Member state, Norway and Switzerland may be certified by the Slovak authorities for construction industry regulated professions as "visitors" by proving the proof of qualification and the entitlement to perform the regulated profession in the home country. The application shall be submitted to the above mentioned certification body substantiated by following documents (all in Slovak language):</p> <ol style="list-style-type: none"> Copy of passport or ID card Copy of education diploma Recognition of the diploma issued by the Ministry of Education, Science, Research and Sport of the Slovak Republic Overview of most important projects supervised Proof of the speacial qualification issued by home country engineers association
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		<p>f) Certificate of the entitlement to perform the regulated profession in the home country</p> <p>g) Extract of the criminal record or police certificate of good conduct, officially translated into the Slovak language. The registration certificate for visiting will be issued in period of 1 month after submission of complete application.</p> <p>Procedure for the applicants from outside of EU, Norway and Switzerland ("the <u>Certification</u>"): </p> <p>The authorization of professional qualification issued from the certification body outside of EU Member state, Norway and Switzerland will not be accepted by SCHCE. The applicants are required to pass the full certification including authorization exam in Slovak language according to act No. 138/1992. The applicants shall address the application for certification to a certification body which is Slovak Chamber of Civil Engineers (SCHCE) www.sksi.sk.</p> <ul style="list-style-type: none"> • Project Documentation Co-ordinator, according to Regulation of the Government of Slovak Republic No. 396/2006 Coll., on minimum safety and health requirements for building sites, shall have a valid Certificate for execution of activities of Civil Engineer for Engineering Structures. Certification procedure and principles are the same as for Civil Engineer for Engineering Structures. • Civil Engineer for Statics of Structures shall have a valid Certificate of Civil Engineer for Statics of Structures pursuant to the Act no. 50/1976 and Act no. 138/1992 Coll. of authorized architects and authorized construction engineers. Certification procedure and principles are the same as for Civil Engineer for Engineering Structures. <p>The procedures described above in this clause are specified by legislation and internal regulations of the certification bodies and are valid and/or effective to the date of publication of Letter of Tender. Company Slovenská elektrizačná prenosová sústava, a.s. takes no liability for the described procedures, which may be subject to changes in legislation of Slovak Republic and internal regulations of the certification bodies. In case of changes of legislation or internal regulations of the certification bodies, the Contractor has to comply with all applicable laws, statutes, rules and regulations for the entire duration of this Contract Agreement."</p>
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6.11 Disorderly Conduct

Disorderly Conduct	6.11	<p>Add the following:</p> <p>"With respect to the Contractor's Personnel:</p> <ul style="list-style-type: none"> i) The Contractor shall not allow the bringing, selling or consumption of alcoholic drinks or drugs on Site. ii) The Contractor shall not allow the bringing, selling or illegally
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		carrying of weapons and ammunition on Site."
6.12 Festivals and Religious Customs		
Festivals and Religious Customs	6.12	Add as a new Sub-Clause (6.12): "With regards to the Contractor's Personnel working in the Country, 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 and shall obtain the Engineer's agreement in advance for work to be carried out during public holidays, rest days and memorial days."
6.13 Foreign Staff and Labour		
Foreign Staff and Labour	6.13	Add as new Sub-Clause (6.13): "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."
6.14 Supply of Foodstuffs		
Supply of Foodstuffs	6.14	Add as new Sub-Clause 6.14: "The Contractor shall arrange for the provision of a sufficient supply of suitable, culturally appropriate food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract."
6.15 Supply of Water		
Supply of Water	6.15	Add as new Sub-Clause 6.15: "The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of potable drinking and other water for the use of the Contractor's Personnel. The Contractor shall not levy, or permit to be levied on any of their personnel, a charge for the access to potable drinking water."
6.16 Measures against Insect and Pest Nuisance		
Measures against Insect and Pest Nuisance	6.16	Add as new Sub-clause 6.16: "The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect

		and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.”
6.17 Alcoholic Liquor or Drugs		
Alcoholic Liquor or Drugs	6.17	Add as new Sub-Clause 6.17: “The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor’s Personnel. The Contractor shall make all reasonable efforts to ensure no worker on the site under his control brings or consumes any alcohol or illicit drugs onto the site. The Contractor shall also immediately remove any Contractor’s Personnel that it suspects or has confirmed is under any influence of alcohol or illicit drugs, from site.”
6.18 Arms and Ammunition		
Arms and Ammunition	6.18	Add a new Sub-Clause 6.18: “The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor’s Personnel to do so.”
6.19 Festivals and Religious Customs		
Festivals and Religious Customs	6.19	Add a new Sub-Clause 6.19: “The Contractor shall respect the Country’s recognized festivals, days of rest and religious or other customs.”
6.20 Funeral Arrangements		
Funeral Arrangements	6.20	Add a new Sub-Clause 6.20: “The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.”
6.21 Forced Labour		
Forced Labour	6.21	Add a new Sub-Clause 6.21: “The Contractor shall not employ forced labour, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as involuntary prison labour, indentured labour, bonded labour or similar labour contracting arrangements.”

6.22 Child Labour		
Child Labour	6.22	<p>Add a new Sub-Clause 6.22:</p> <p>“The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of the Country have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. The Contractor shall put in place a procedure to verify the ages of young workers. Children below the age of 18 years shall not be employed in dangerous work.”</p>
6.23 Employment Records of Workers		
Employment Records of Workers	6.23	<p>Add a new Sub-Clause 6.23:</p> <p>“The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer, and these records shall be available for inspection by the Bank's auditors during normal working hours. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].”</p>
6.24 Workers' Organisations		
Workers' Organisations	6.24	<p>Add a new Sub-Clause 6.24:</p> <p>“In countries where the relevant labour laws recognize workers' rights to form and to join workers' organisations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labour laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organisations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organisations are expected to fairly represent the workers in the workforce. The Contractor shall ensure that workers' representatives have access to all workplaces necessary to enable them to carry out their representative functions.”</p>

6.25 Non-Discrimination and Equal Opportunity		
Non-Discrimination and Equal Opportunity	6.25	<p>Add a new Sub-Clause 6.25:</p> <p>“The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. The Contractor shall ensure equal remuneration for men and women for work of equal value. In countries where the relevant labour laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labour laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause’s requirements. Special measures of protection or assistance to remedy past discrimination or promote local employment opportunities or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.”</p>
6.26 Social Security		
Social Security	6.26	<p>Add a new Sub-Clause 6.26:</p> <p>“The Contractor shall ensure that obligations to staff and labour under labour or social security laws and regulations arising from the employment relationship shall be respected, and that such obligations shall not be avoided through the use of labour-only contracting arrangements.”</p>
Clause 7: Plant, Materials and Workmanship		
7.1 Manner of Execution		
Manner of Execution	7.1	<p>At the end of the Sub-clause 7.1 add:</p> <p>“Plant and Materials to be incorporated in the Works shall be new, unused, and of the most recent or up-to-date models and incorporate all recent improvements in design and materials, unless otherwise provided for in the Employer’s Requirements.</p> <p>Where national standards of the Country are specified, Plant, Materials, and workmanship that meets other authoritative standards, and which ensure an equal or higher quality of performance and work execution, also acceptable.”</p>
7.7 Ownership of Plant and Materials		
Ownership of Plant and Materials	7.7	<p>Replace this Clause in its entirety with:</p>

		<p>"Each item of Plant and Materials shall, to the extent consistent with Laws become the property of the Employer at whichever is earlier of the following times, free from liens and other encumbrances:</p> <p>(a) When the Taking-Over Certificate is issued for a part of the Works pursuant to Sub-clause 10.2 or any other handing-over protocol agreed between Employer and Contractor.</p> <p>(b) When the Contractor is entitled to payment of the value of the Plant and Materials under Sub-clause 8.10."</p>
7.9 Eligible Origin		
Eligible Origin	7.9	<p>Add as a new Sub-Clause (7.9):</p> <p>"All Goods and workmanship 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 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 8: Commencement, Delays and Suspension		
8.1 Commencement of Work		
Commencement Date	8.1	<p>Delete the first paragraph and substitute with the following:</p> <p>"The Engineer shall give the Contractor not less than 7 days' notice of the Commencement Date. The Commencement Date shall be within 60 days after the Contractor receives the Letter of Acceptance."</p>
8.4 Extension of Time for Completion		
Extension of Time for	8.4	At the end of Sub-clause 8.4 add:

Completion		<p>"If the Contractor fails to obtain the required certification under Sub-Clause 6.9 within 5 months after the Commencement Date for any reason attributable to the Contractor, the Contractor shall not be entitled to claim for any extension of time for completion."</p>
<p>8.7 Delay Damages</p>		
Delay Damages	8.7	<p>At the end of Sub-Clause 8.7 add:</p> <p>"For avoidance of doubt the delay damages shall have the same meaning as the contractual penalty stipulated in the Section 300 and subsequent sections of the Act No. 513/1991 Coll. Commercial Code."</p>
<p>Clause 9: Tests on Completion</p>		
<p>9.1 Contractor's Obligations</p>		
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 to the Employer's Requirements called "Conditions for commissioning", after providing the documents in accordance with Sub-Clause 5.6 (As-Built Documents) and Sub-Clause 5.7 (Operation and Maintenance Manuals)."</p>
<p>Clause 10: Employer's Taking Over</p>		
<p>10.1 Taking Over of the Works and Sections</p>		
Taking Over of the Works and Sections	10.1	<p>Add at the beginning of the 1st paragraph:</p> <p>"The Works will be taken over by the Employer in accordance with the procedures established by the Employer."</p> <p>Add at the end of the 1st paragraph:</p> <p>"The Taking-Over Certificate shall be in a format supplied by the Employer."</p> <p>Delete the last paragraph and substitute with the following:</p> <p>"If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 60 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period."</p>
<p>Clause 11: Defects Liability</p>		

11.9 Performance Certificate		
Performance Certificate	11.9	<p>Insert after the first paragraph:</p> <p>"The Performance Certificate to be issued by the Engineer will give details of the test results and any deviations from the guaranteed performance data. Any compensation payable to the Employer from the Contractor for Plant failing to meet the guaranteed Performance Data specified in the Contract will be stated in the Performance Certificate."</p>
Clause 13: Variations and Adjustments		
13.1 Right to Vary		
Right to Vary	13.1	<p>Add after the first paragraph of Sub-Clause 13.1:</p> <p>"Unless the Variation is submitted by the Contractor to the Engineer in accordance with the provisions of Sub-Clause 13.2 (Value Engineering), the Engineer, prior to instructing a Variation shall request for and obtain the Contractor's confirmation that the Variation in question is in conformity with the general conception and functionality of the Works, which is in full responsibility of the Contractor, for the full lifetime of the Works. The Contractor's confirmation shall also identify the background of issues resulting in the Variation in question which may be (i) errors, fault or other defect found in the Employer's Requirements and/or (ii) errors, fault or other defect found in the Contractor's Documents or Works and/or (iii) introduced additions to the Employer's Requirements; and/or (iv) resulting from other issues that need to be specified."</p> <p>Add at the end of the Sub-Clause the following:</p> <p>"The Variation shall be incorporated into the Contract as Contract Amendment between the Contractor and the Employer in writing upon the relevant non-objection issued by the Bank."</p>
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 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 adjustments to the Contract Price shall be valued at the rates and prices set out in Price schedules 1-10 of 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. If no such reasonable valuation is possible, after, consultation by the Engineer with the Employer and the Contractor, suitable rates or prices shall be agreed upon between the Employer and the Contractor."</p>
<p>13.5 Provisional Sums</p>		
<p>Provisional Sums</p>	<p>13.5</p>	<p>Replace 13.5 with the following:</p> <p>"The following parts of the Works are Provisional Sums:</p> <p>Soil; Water; Forestry roads; Agricultural roads; Fences and Barriers, Vineyards; Orchards; Fruit trees; Trees; Agricultural crops; Pavements; Asphalt roads; Exits from and entries to the asphalt roads; Gas pipelines; Water pipelines; Electrical distribution lines and Heat distribution lines, agreements with the land users, etc. (as provided in Price Schedule 10-02 Provisional Sum of EUR seven hundred thousand (700,000.00)</p> <p>The Provisional Sum shall be used only for the scope defined above. The total sum paid to the Contractor shall include the following amounts:</p> <ul style="list-style-type: none"> (a) Parts of the Works to be executed (including Plant, Materials or services) by the Contractor and valued under Sub-Clause 13.2 [Value Engineering]; and/or (b) Parts of the Works to be purchased (including Plant, Materials or services) by the Contractor and valued as: <ul style="list-style-type: none"> i. The actual amounts paid (or due to be paid) by the Contractor plus ii. A sum for overhead charges and profit, calculated by applying five (5) percent of these actual amounts.

		<p>The Contractor shall produce quotations and/or invoices and/or vouchers and/or accounts and/or receipts and/or other relevant documentation in substantiation of the Provisional Sums to be paid to the Contractor.</p> <p>The Contractor is required to take due care while executing and completing parts of the Works subject to a Provisional Sums.</p> <p>The amounts included in each Provisional Sum represent the best realistic estimate of the final amount which is anticipated to be used.</p> <p>The Employer and the Contractor shall share the risk of parts of the Works subject to a Provisional Sums and therefore the following shall apply:</p> <ul style="list-style-type: none"> (a) Any Provisional Sum may be used in whole and/or in part and/or in excess. (b) The total saved amount within the Provisional Sum allocated shall be equally shared by the Contractor and the Employer. The Contractor, on completion of parts of the Works that are subject to Provisional Sum shall be entitled to a payment of an incentive amount being equal to fifty percent (50%) of the saving achieved. (c) If a Provisional Sum is used by the Contractor in excess, then the total amount in excess of the Provisional Sum allocated shall be equally shared by the Contractor and the Employer. The Contractor, on completion of parts of the Works that are subject to Provisional Sum shall be entitled to a payment of a disincentive payment being equal to fifty percent (50%) of the amount in excess. The provisions of Clause 20.1 [Contractor's Claims] shall apply for the Contractor's entitlement to any disincentive payment applicable under this Sub-Clause 13.5."
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Clause 14: Contract Price and Payment

14.1 The Contract Price

The Contract Price	14.1	<p>Add at the end of sub-paragraph (a) of Sub-Clause 14.1:</p> <p>"The Contract Price shall be without any and all taxes, customs duties levied in the territory of the Slovak Republic.</p> <p>At the end of Sub-Clause 14.1 add:</p> <p>"In the field of taxes, customs duties and fees the course of action shall be taken in accordance with the Framework Agreement concluded between the EBRD and the Slovak Republic.</p> <p>The Contract Price will be co-financed by the Fund and the Employer: 50% of Contract Price will be financed by the Fund and 50%</p>
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		by the Employer.”
14.2 Advance Payment		
Advance Payment	14.2	<p>Add after the second paragraph of this Sub-clause 14.2 the following:</p> <p>“The Advance Payment guarantee in English language shall be in the form of a bank guarantee annexed to Particular Conditions or another form approved by the Employer if issued by other institution. If the Advance Payment guarantee is in the form of a bank guarantee, it shall be issued either (a) by a bank located in the Country, or (b) by a foreign bank. If the Advance Payment guarantee is not in the form of a bank guarantee, it shall be furnished by other institution registered and/or licensed to conduct such business in the Country. The Advance Payment 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>Add after the third paragraph of this Sub-clause 14.2 the following:</p> <p>“The Advance Payment will be paid fully by the Bank from the proceeds of the Fund”.</p> <p>On receipt of the advance payment credited to the Contractor's bank account by the Bank and/or the Employer, the Contractor immediately has to issue a tax document confirming the received payment.</p>
14.3 Application for Interim Payment Certificates		
Application for Interim Payment Certificates	14.3	<p>Replace the first paragraph of this Sub-Clause 14.3 with the following:</p> <p>“The words “Statement” and “invoice” have the same meaning for the purpose of Clause 14 [Contract Price and Payment].</p> <p>The Contractor is entitled to raise an itemised invoice and request for the payment when a particular integral part of the supply of Works is completed. The Contractor shall submit a Statement in two (2) originals and two (2) copies to the Engineer when a particular integral part of the supply is completed, in a form approved by the Engineer, showing in details the amounts to which the Contractor considers himself to be entitled, together with supporting documents (the accepted protocols and itemized specification of performed Works). The Contractor shall not submit any Application for Interim Payment Certificate prior to the submission of relevant Progress Report.”</p> <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 moment when a particular integral part</p>

		of the supply is completed (excluding items described in sub-paragraphs (b) to (g) below);"
14.4 Schedule of Payments		
Schedule of Payments	14.4	<p>Replace this Clause in its entirety with:</p> <p>"The Contract does not include a Schedule of Payments, the Contractor shall submit non-binding estimates of the payments for integral parts of the supply to be completed during each bi-monthly period and 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>
14.6 Issue of Interim Payment Certificates		
Issue of Interim Payment Certificates	14.6	<p>Add at the end of the Sub-Clause:</p> <p>"Before issuing a Payment Certificate, the Engineer may request the Contractor to provide reasonable evidence that the Contractor's Subcontractors have received all amounts due in accordance with the previous Payment Certificates, less applicable deductions or otherwise. In case, the reasonable evidence will not be provided by the Contractor, the Engineer may withhold the payment certificate."</p>
14.7 Payment		
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. 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.</p> <p>Payment will be made to the following account of the Contractor:</p> <p>_____</p> <p>_____</p> <p>_____ "</p> <p>Insert as last sentence of this Sub-Clause:</p> <p>"The source of the BIDSF cannot be used for payment of any customs duties or other similar import taxes payable on the imported Plant and Equipment."</p> <p>At the end of Sub-Clause 14.7 add:</p> <p>The following points shall be observed when submitting invoices for payment.</p>

	<p>All invoices with the accepted protocols and itemized specification of performed Works and/or performed integral parts of supply together with the relevant details of the amounts to which the Contractor considers himself to be entitled shall be addressed and sent to the Employer who will approve them and forward them to the Bank for payment.</p> <p><u>For payments of the first 50% of the Contract Price:</u> The approved invoices will be paid to the Contractor by the Bank on behalf of the Employer after the Bank will accept the invoice approved by the Employer.</p> <p><u>For payments of the second 50% of the Contract Price:</u> The approved invoices will be paid to the Contractor by the Employer.</p> <p>All invoices shall be issued bilingually in English and Slovak language.</p> <p>The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.</p> <p>The Contract number and the integral part of supply shall be quoted on the invoice.</p> <p>Invoices shall be marked as an invoice showing invoice number, issue date, date on which particular integral part of the supply is completed and a Taking-Over Certificate is issued, due date of the invoice, business address of the Employer and Contractor, Contractor's registration number and Tax Identification Numbers.</p> <p>The invoice shall include also a column marked "Gross" (Amount for the completed integral part without taxes), column marked "Amortization of the Advance Payment" and column marked "Net". The amount to be shown in the column "Gross" is the amount corresponding to the amount that Contractor considers himself to be entitled for the completed integral part of supply for which a Taking-Over Certificate is issued and shall be free from any and all taxes, customs duties or other fees or mandatory payments levied by, or in the territory of, the Slovak Republic. The amount to be shown in column "Amortization of the Advance Payment" is the amount of the installment due for the repayment of the Advance Payment. The amount to be shown in column "Net" is the amount to be invoiced after deduction of the corresponding amortization rate of the Advance payment.</p> <p>Invoice payments will be made by direct transfer to the following bank account :</p> <p>_____</p> <p>_____</p> <p>Full details of the bank account where payment shall be made shall also be stated on the invoices, including currency of the account and</p>
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		<p>SWIFT number (if available).</p> <p>For the purpose of the refunding of the taxes, customs duties levied by, or in the territory of, the Slovak Republic;</p> <p>The VAT number provided by Slovak tax office obtained by the registration of the Contractor in Slovak Republic or VAT registration number from the Contractor's country if the Contractor is not registered in Slovak Republic, shall be inscribed on the invoices or the, and</p> <p>The Contractor should enclose the relevant documents (invoices, others) demonstrating the amount and payment of the required refunding amount.</p> <p>Number of Invoices: two (2) originals and two (2) copies.</p> <p>The first half of the Contract Price as invoiced by the Contractor will be paid by the Bank on behalf of the Employer out of proceeds of BIDSF. The remaining part of the Contract Price as invoiced by the Contractor will be paid by the Employer out of Employer's funds.</p> <p>The Employer shall not be responsible for delayed payments if the submission of the correct application for disbursement as well as submission of correct invoice with all supporting documentation by the Employer to the Bank is no later than 41 days after the Employer received the invoice and supporting documents.</p>
<p>14.8 Delayed Payment</p>		
<p>Delayed Payment</p>	<p>14.8</p>	<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> <p>(a) 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.</p> <p>(b) 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.</p> <p>(c) 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.</p> <p>(d) Any partial payments shall first cover the interest determined in accordance with paragraphs 14.8(a) and 14.8(b).</p> <p>The Contractor shall be entitled to this payment without a formal notice or certification, and without prejudice to any other right or</p>

		remedy. For avoidance of doubt the situations stipulated by law (Act No. 315/2016 Coll. Public Sector Partners Register Act as amended) shall not be deemed as delay of the Employer and the Contractor is not entitled to any late-payment interest arising thereof."
14.9 Payment of Retention Money		
Payment of Retention Money	14.9	<p>Add the following:</p> <p>"When the Payments to the Contractor has reached sixty percent (60%) of the Contract Price, the Engineer shall certify and the Employer shall make payment of half of the Retention Money to the Contractor provided that a bank guarantee for that amount will be obtained by the Contractor and submitted to the Employer. The guarantee, in a form (Example Form of this guarantee is annexed to Particular Conditions), shall be provided in the amounts and currencies equivalent to the amount of retention money to be released by the Employer. The guarantee shall be issued by the bank or other institution with long time 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 balance of the Retention Money shall be certified by the Engineer and paid by the Employer to the Contractor provided that a bank guarantee for that amount will be obtained by the Contractor and submitted to the Employer. The guarantee, in a form (Example Form of this guarantee is annexed to Particular Conditions) shall be provided in the amounts and currencies equivalent to the amount of retention money to be released by the Employer. The guarantee shall be issued by the bank or other institution with long time credit rating on the level not lower than BBB+ (S&P / Fitch Rating) or Baa1 (Moody's).</p> <p>The Contractor shall ensure that the guarantees for the retention money are 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. The guarantee shall be returned by the Employer to the Contractor together with the Performance Security."</p>
Clause 15: Termination by Employer		
15.2 Termination by Employer		
Termination by Employer	15.2	<p>Supplement (a) with the following:</p> <p>"or with Sub-Clause 1.13 [<i>Compliance with the Law</i>] or with Sub-Clause 6.9 [<i>Contractors' Personnel</i>] (if the Contractor fails to obtain certificates as requested in this Sub-Clause) or with Public Sector Partners Register Act."</p>

15.6 Prohibited Practices		
Prohibited Practices	15.6	<p>Add new Sub- 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> <ul style="list-style-type: none"> (i) a 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; (ii) a collusive practice which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iii) a 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; (iv) a 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; (v) a misuse of the Bank's resources which means improper use of the Bank's resources, committed either intentionally or through reckless disregard; (vi) an obstructive practice which means (i) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and (vii) a theft which means the misappropriation of property belonging

		to another party”
Clause 17: Risk and Responsibility		
17.1 Indemnities		
Indemnities	17.1	<p>Delete Sub-Clause 17.1 and substitute:</p> <p>“Liability for damage that has occurred as a consequence of, or in relation to, the Contract shall be governed by the provisions of Section 373 and subsequent sections of the Commercial Code as set forth herein. Therefore, if the Contractor breaches its stipulated Contract obligations, or any applicable legal regulations, and causes the Employer damage, than the Contractor shall compensate the damage in accordance with the following principles:</p> <p>(a) The Contractor shall compensate all damages and all costs incurred by the Employer as a consequence of, or in relation with, the failure of the Contractor to comply with his obligations in the Contract or in the applicable legal regulations.</p> <p>(c) Damages shall include, but (subject to the exclusion in (b) above) not be limited to, damage that occurs as a consequence of, or in relation with:</p> <p>(i) Bodily injury, sickness, disease or death of any person whatsoever arising out of, or in the course of, or by reason of the Contractor's design, execution and completion of, the Works and the remedying of any defects.</p> <p>(ii) Damage to, or loss of, any property, which has arisen as a consequence of, or in relation with:</p> <ul style="list-style-type: none"> - a defect or imperfection of the Contractor's design, the execution and completion of the Works and the remedying of any defects; - breach of an obligation pursuant to this Contract by the Contractor, the Contractor's Personnel or by any other person for whom the Contractor is liable; - a failure to notify a defect or imperfection in the Contractor's design or the Employer's instruction, if the Contractor is responsible for notifying such defect or imperfection pursuant to the Contract. <p>If the Employer breaches any of its stipulated Contract obligations, or any applicable legal regulations, and causes damage to the Contractor, the Employer shall compensate the damage in accordance with the following principles:</p> <p>(a) Subject to (b), (c) (d) and (e) below, the Employer shall compensate all damages and all costs incurred by the Contractor as a consequence of, or in relation with, the failure</p>

		<p>of the Employer to comply with his obligations in the Contract or in the applicable legal regulations.</p> <p>(b) Damages shall not include loss of profit.</p> <p>(c) The Employer shall compensate for costs and/or damages only up to a total compensation amount of 100% of the Contract Price.</p> <p>(d) The Employer shall not be obliged to compensate for any damage caused to the Contractor for a delay in the Employer's obligation to pay the Contractor on time. Only the provisions of Clause 14.8 shall apply to any such delayed payments, and</p> <p>(e) The Employer shall not be obliged to compensate for any damage that is covered by insurance pursuant to Clause 18.</p> <p>The indemnity provisions of this Clause 17.1 shall not apply to Clause 17.5."</p>
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17.5 Intellectual and Industrial Property Rights

Intellectual and Industrial Property Rights	17.5	<p>At the beginning of Sub-Clause 17.5 add the following new paragraph:</p> <p>"The Intellectual Property Rights in supplied software shall remain vested in the owner of such rights."</p> <p>Delete the second paragraph.</p> <p>Fourth paragraph shall be replaced by the following:</p> <p>"The Contractor hereby gives a promise of indemnity pursuant to § 725 of the Commercial Code and undertakes to indemnify the Employer for any evidenced damages or expenses incurred by the Employer as the result of a third party claim brought against the Employer in connection with the Employer discharging its obligations under this agreement and which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible."</p> <p>Such obligation to indemnify shall exist only in the event that the cost, expense or damage to the Employer has not been caused by wilful misconduct or grossly negligent actions by the Employer and that the Employer has diligently defended such claim. For the purposes of this promise of indemnity, the Contractor hereby confirms having requested the Employer to perform the activities set out in this agreement, without the Employer having been under a prior legal obligation to do so. The Contractor shall not be liable to the Employer for any indirect or consequential damages or loss profit.</p> <p>At the beginning of the fifth paragraph add the following:</p> <p>Whenever a Party receives a notice of any claim, it shall give notice to the other Party within twenty-eight (28) days of receiving the claim."</p>
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Clause 20: Claim, Disputes and Arbitration

20.1 Contractor's Claims		
Contractor's Claims	20.1	Add at the end of the eighth paragraph the following: "For the Contractor's Claims in relation to any disincentive payment under Sub-Clause 13.5, the Contractor shall only be entitled to payment of fifty percent (50%) of the amount that he has been able to substantiate."
20.2, 20.3, 20.4, 20.7, 20.8		
	20.2, 20.3, 20.4, 20.7, 20.8	Delete Sub-Clauses 20.2, 20.3, 20.4, 20.7 and 20.8.
20.5 Amicable Settlement		
Amicable Settlement	20.5	Delete Sub-Clause 20.5 and substitute with: "All disputes arising from the execution of or in connection with the Contract shall be first settled through amicable negotiation between the Parties. Each Party must appoint representatives with authority to settle the dispute. Where the Parties are unable to settle a dispute within fifty-six (56) days from the date of receipt by one Party of the written notice from the other Party specifying that a dispute exists and giving details about such a dispute, either Party may refer the dispute to arbitration in accordance with Section 20.6."
20.6 Arbitration		
Arbitration	20.6	Delete Sub-Clause 20.6 and substitute with: "Disputes, which can not be settled amicably pursuant to section 20.5 shall be finally settled by international arbitration. The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties and the Engineer shall not be altered by reason of any arbitration being conducted during the progress of the Works. The place of arbitration shall be Vienna (VIAC), Austria. The arbitration shall be governed by the law defined in Sub-Clause

	<p>1.4 (Law and Language) and rules defined in Sub-Clause 20.6 (Arbitration rules).</p> <p>The arbitration decision shall be final and binding upon the Parties. The costs of the arbitration shall be in the discretion of the arbitrators."</p>
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Appendix to Tender

Title of contract: Double 400 kV OHL Križovany - Bystričany

(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 name of the Contractor's representative and name and address of the company</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>Branch office to address the correspondence:</i> Slovenská elektrizačná prenosová sústava, a.s. GOPA - International Energy Consultants GmbH Mlynské nivy 59/A 824 84 Bratislava Slovak republic
1.1.3.3	Time for Completion of the Works	27 months from the Commencement Date
1.1.3.7	Defects Notification Period	60 months
1.3	Electronic transmission systems	e-mail, these are to be followed by original signed document(s)
1.4	Governing Law	Slovak Law
1.4	Ruling language	English
1.4	Language for communications	English and Slovak
1.13	Applicable Laws	Slovak Laws
2.1	Time for access to the Site	5 months from the Commencement Date or the date on which the certification for positions Site Manager, Senior electrical engineer for control of activity or control of operation of electrical technical devices, Project Documentation Co-ordinator and Safety Co-ordinator in accordance with Slovak Law is provided by the Contractor to the Employer, whichever is earlier.

Sub-Clauses of Gen. or Particular Conditions	Item	Entry
4.2	Amount of Performance Security	10% of the Accepted Contract Amount, in EURO
5.1	Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	30 days after the Commencement Date
6.5	Normal working hours	Works may be carried out on Site from 7:00 am to 6:00 pm (Slovak time) Monday to Friday with 8 (eight) hour working Day. Other working hours including Saturday and Sundays and/or public holidays, rest days and memorial days shall be agreed with the Engineer in advance.
8.7 & 14.15(b)	Delay damages for the Works	0.05% of the final 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
9.4(c)	Reduction amount for failure to pass Test on Completion	10% of the Contract Price
14.2	Total amount of advance payments	Ten percent (10%) of the Accepted Contract Amount
14.2	Number and timing of instalments	One
14.2	Currencies and proportions	EURO
14.2(a)	Start repayment of advance payment	when payments are 20% of the Accepted Contract Amount
14.2(b)	Repayment amortization of advance payment	1 st Installment: 20% 2 nd Installment: 20% 3 rd Installment: 20% 4 th Installment: 20% 5 th Installment: 20%
14.3	Percentage of retention	Five percent (5%) of the Contract Price
14.3	Limit of Retention Money	Five percent (5%) of the Contract Price
14.6	Minimum amount of Interim Payment Certificates	50,000 EURO
14.15	Currency/currencies of Payment	EURO
	Periods for submission of insurance:	
18.1	(a) evidence of insurance	21 calendar days from the Commencement date
18.1	(b) relevant policies	28 calendar days from the Commencement date

Sub-Clauses of Gen. or Particular Conditions	Item	Entry
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risk	Not applicable.
18.3	Minimum amount of third party insurance	1,000,000 EURO
20.6	Arbitration rules	Vienna Rules 2013
20.6	Number of arbitrators	Three
20.6	Language of arbitration	English
20.6	Place of arbitration	Vienna (VIAC)

Form of Advance Payment Guarantee

Double 400 kV OHL Križovany - Bystričany

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

Double 400 kV OHL Križovany - Bystričany

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

Double 400 kV OHL Križovany - Bystričany

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".