

Contract Number 01503003

CONTRACT FOR CONSULTANCY SERVICES

Time-Based

between

Slovenská Inovačná a Energetická Agentúra

and

Košická energetická spoločnosť a.s.

Dated: 2011

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I. Form of Contract

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the 24th day of the month of *November, 2011*, between, on the one hand, *Slovenská Inovačná a Energetická Agentúra* (hereinafter called the "Client") and, on the other hand, an association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *Košická energetická spoločnosť a.s.* and *Stavoten s.r.o.* (hereinafter called the "Consultant").

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that he has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received financing from Bohunice International Decommissioning Support Fund toward the cost of *Energy Efficiency in Public Buildings*. The Client intends to apply a portion of the funds allocated within the Grant Agreement 015 which is administered by the European Bank for Reconstruction and Development for those eligible payments under the this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the Grant Agreement, and (iii) the Consultant acknowledge that the Client hereby covenants to effect payments to the Consultant in accordance with the Grant Agreement 015. The Grant Agreement provides a mechanism for the Client to apply to the Bank to effect disbursements within the terms and conditions therein. Upon acceptance of such application, the Bank shall pay the Consultants in consideration of performance of the Services such amounts as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract
- (d) the Client and the Consultant acknowledge that the Services under this Contract result from the continuation of the activities previously contracted under the Contract No 01503002 Reg. č. 9/EE/2009/01503002 and recognise that:
 - Contract No 01503002 Reg. č. 9/EE/2009/01503002 expired on 28th February and was not formally extended in a due time;

- Due to restrictions imposed by the Slovak law it was impossible to execute the extension of the Contract No 01503002 Reg. č. 9/EE/2009/01503002 after the identified expiry date of the original contract;
- the Parties in a good faith had continued their respective activities necessary for the Project;
- The Contract No 01503002 Reg. č. 9/EE/2009/01503002 identified period of Services that was insufficient to implement all envisaged activities however it provided for sufficient funding to cover Consultant activities for the period from 1st March to 31st July 2011
- the Consultant, for part of the Services carried out during the period of 1st of March to 31st July requested payment under the Contract No 01503002 Reg. č. 9/EE/2009/01503002 and submitted invoices No KES-2011-006; No KES-2011-008; No KES-2011-010; No KES-2011-012 and No KES-2011-014.
- for the invoices No KES-2011-006; No KES-2011-008; No KES-2011-010 and No KES-2011-012 the Consultant received payment from the Bank a total amount exclusive of VAT of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents) and VAT amount from the Client in the total amount of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents)
- the Consultant shall credit the Bank with the amount of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents) as the payment made under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002 is considered to be incorrectly made;
- the Consultant shall credit the Client VAT in the amount of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents) as the payment made under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002 is considered to be incorrectly made;
- Services performed by the Consultant from 1st March to 31st July are to be fully reimbursed under this contract in order to settle contractual relationship between the Client and the Consultant

(e) The Client and Consultant hereby warrant to each other that

- it is an entity duly incorporated and validly existing under the laws of its place of incorporation or is a public utility or statutory corporation or state owned enterprise validity existing; and
- it has the requisite powers and authority to enter into the Agreement and to bind itself by the Agreement and to execute, deliver and perform the Agreement and be bound hereby;
- the Agreement has been duly signed by person(s) acting under the authority of that entity in accordance with the laws of the territory in which that entity was incorporated; and

- the agreement has been validly signed and delivered by it and constitutes a valid and binding agreement enforceable in accordance with its terms, subject only to the discretionary authority of the courts in granting equitable remedies and all applicable insolvency laws.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices:

Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Personnel and Sub-Consultants – Staffing Schedule
Appendix D: Cost Estimates in Foreign Currency *[Not used]*
Appendix E: Cost Estimates in Local Currency
Appendix F: Duties of the Client
Appendix G: Form of Advance Payments Security *[Not used]*
Appendix H: Dispute Notification Form

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant during the period of 1st March to 31 July carried out the Services in accordance with the provisions of the Contract;
- (b) the Consultant shall credit the Bank to the Bank's account

Account name: [REDACTED]

[REDACTED],

Bank name: [REDACTED]

Account No.: [REDACTED]

SWIFT CODE: [REDACTED]

IBAN No.: [REDACTED]

Currency: [REDACTED]

Bank Address: [REDACTED]

[REDACTED]) with the amount of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents), which was incorrectly paid under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002

- (c) the Consultant shall credit the Client to the Client's account
Account name: [REDACTED],
Bank name: [REDACTED]
Account No.: [REDACTED]
SWIFT CODE: [REDACTED]
IBAN No.: [REDACTED]
Currency: [REDACTED]
Bank Address: [REDACTED]
with the amount of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents) which was incorrectly paid under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002; and
- (d) after the credit of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents) is received by the Bank, and the credit of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents) is received by the Client, the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Slovenská inovačná a energetická agentúra

Ivan Drobný

For and on behalf of Košická energetická spoločnosť

Vladimír Dolný

Radovan Krajíček

For and on behalf of *Stavoten s.r.o*

Emil Mucha

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) “Bank” means the European Bank for Reconstruction and Development, London, UK.
- (c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Day” means calendar day.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of the Client’s country.
- (j) “Local Currency” means the currency of the Client’s country.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.

- (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs other than Consultant’s remuneration.
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.5 Headings** The headings shall not limit, alter or affect the meaning of this Contract.
- 1.6 Notices**
- 1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 1.8 Authority of Member in Charge** In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.9 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.10 Taxes and Duties** Unless otherwise specified in the SC, the Consultant, Sub-Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.
- 1.11 Prohibited Practices**
- 1.11.1 Definitions** The Bank requires that clients (including beneficiaries of Bank-financed operations), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts, observe the highest standard of transparency and integrity during the procurement execution

and implementation of such contracts

In pursuance of this policy, the Bank

- (i) defines the terms set forth below as Prohibited Practices :
- (a) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and
 - (b) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
 - (c) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; and
 - (d) “fraudulent practice” means any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation

Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract in the context of a Bank Project shall be dealt with in accordance with the provisions of the Bank’s Enforcement Policy and Procedures. Suppliers, contractors, concessionaires and consultants selected pursuant to Procurement Policies and Rules of the Bank as well as the Bank's clients shall fully cooperate with the Bank in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Enforcement Policy and Procedures and shall permit the Bank or its representative to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank. The Bank will declare the contract to be ineligible for financing if it

- (ii) will not finance any award or contract in connection with the respective procurement process; and/or
- (iii) will declare an individual Consultant or a Consulting Firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts under Bank-financed projects; and/or
- (iv) will cancel the portion of a grant or contribution associated with such procurement process;

1.11.2 Measures to be Taken

- (v) pursuant to the policy defined in the Sub-Clause 1.11.1 above, the Bank will declare the Consultant ineligible indefinitely or for a stated period of time if it determines that it engaged in prohibited practices in competing or executing the Contract. In addition, the Bank will cancel the portion of the grant allocated to the Contract if it at any time determines that prohibited practices were engaged in by representatives of the Client or suppliers or contractors or concessionaires or consultants;

1.11.3 Commissions and Fees

- (vi) will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations**
- (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
 - (b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 2.7 Force Majeure**
- 2.7.1 Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion

of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant.

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the Loan Agreement has been terminated or the Bank has suspended disbursements under the Loan Agreement.

**2.9.2 By the
Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- (e) If the Client becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- 2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.
- 2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
- 2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:
- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
 - (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.
- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Law Governing Services

The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

3.2 Conflict of Interests

The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Liability of the Consultant**
- (a) The Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client, or purchased by the Consultant in whole or in part with funds provided by the Client.
 - (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.
 - (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.

- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;
 - (iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care, and shall not include liability for any actions, claims, losses or damages arising out of occurrences incidental or indirectly consequential to such failure.
- (f) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.
- (g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Client.

- 3.5 Insurance to be Taken Out by the Consultant** The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 3.6 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.
- 3.7 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) Any change or addition to the Personnel listed in Appendix C.
 - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
 - (c) Any other action that may be specified in the SC.
- 3.8 Reporting Obligations** The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.9 Documents Prepared by the Consultant to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.10 Equipment, Vehicles and Materials Furnished by the Client

Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.11 Equipment and Materials Provided by the Consultants

Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
 - (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
 - (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
- 4.3 Approval of Personnel** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Overtime, Leave, etc.

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures, including expenditures due to the number of eligible dependents, the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Project Manager

If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE CLIENT**5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
- (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

- 5.2 Access to Land** The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.
- 5.3 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.4 Services, Facilities and Property of the Client**
- (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
 - (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.
- 5.5 Payment** In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.
- 5.6 Counterpart Personnel**
- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.

- (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.
- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.

- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.
- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to "1/176") and on a calendar-day basis for time spent away from home office (one day being equivalent to "1/30" of a month).

6.3 Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country.

6.4 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client

of an advance payment security acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such security (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.

- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.
- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice

to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 General** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 8.2 Amicable Dispute Settlement Procedure** The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:
- (a) Level One: the dispute is notified by one Party to the other according to GC Clause 1.6.1. The dispute is examined by the Authorized Representatives of the Client and the Consultant. In case the dispute is not settled within the period after its notification as specified in the SC, the Authorized Representatives shall fill in and sign the relevant section of the Dispute Notification Form attached as Appendix H, and deliver such Form to the Client's and the Consultant's officials specified in the SC, responsible for the Level Two of the settlement procedure.
 - (b) Level Two: the dispute is examined by the Client's and the Consultant's officials specified in the SC. In case the dispute is not settled within the period after the delivery of the Dispute Notification Form to Level Two as specified in the SC, the Client's and the Consultant's officials responsible for Level Two shall fill in and sign the relevant section of the Dispute Notification Form, and Clause GC 8.3 shall apply.
- 8.3 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled according to Clause GC 8.2 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Replace definition (a) with the following: (a) „Applicable Law“ means the laws and any other instruments having the force of law in the Slovak Republic.
1.1	Add a new definition (t): ““Non-Objection” means such consent, concurrence, approval or the like to be provided by the Bank as variously provided for in the Grant Agreement and/or the Procurement Policies and Rules of the Bank and/or this Contract and the exercise of such consent, concurrence, approval or the like shall be at the discretion of the Bank.”
1.1	Add a new definition (u): ““Client’s Certification” and/or “Client’s Certificate” means that the Client has accepted the Services carried out by the Consultant. For the purposes hereof, the date of Client Certification or the date of Client’s Certificate shall mean the date on which the Client has accepted part of the Services or Services in full and issued Client’s Certificate. The Client’s Certification and/or Client’s Certificate shall neither replace the “Non-Objection” nor have effects of the “Non-Objection””.
1.1	Add a new definition (v): ““Payments to the Consultant” mean the payments of the remuneration and reimbursable expenses, VAT exclusive, as per Clause GC 6.2(a) paid to the Consultant’s account directly by the Bank in accordance with the Grant Agreement”.
1.1	Add a new definition (w): ““CRZ” is a public list of compulsorily disclosed contracts kept by the Office of Government of the Slovak Republic in the electronic form.”
1.4	The Contract has been executed in English language.
1.6	The addresses are: Client : Slovenská inovačná a energetická agentúra,

	<p>Bajkalská 27, 827 99 Bratislava, Slovak Republic Attention : Director General Facsimile : 00421 (2) 5342 1019</p> <p>Consultant : Košická energetická spoločnosť, a.s. Teplárenská 3/A, 042 92 Košice Attention : Vladimír Dolný Facsimile : 00421 (905) 34 91 68</p>
1.8	<p>The Member in Charge is Consultant : Košická energetická spoločnosť, a.s. Attention : Vladimír Dolný Facsimile : 00421 (905) 34 91 68</p>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: Director General or his deputy</p> <p>For the Consultant: Vladimír Dolný</p>
1.10	<p>The resources of the Grant shall not be disbursed on account of payments for any taxes levied by, or in the territory of, the country in which the Recipient is located.</p> <p>Client will additionally pay to the Consultant VAT out of the state budget of the Slovak Republic. VAT will be disbursed to the Consultant in the next month after disbursement made of the amount exclusive of VAT by the Bank.</p>
2.1	<p>Replace 2.1 with the following: The Contract shall become valid on the day the Non-Objection is received by the Client or on the day the Contract is signed by the last one of the parties whichever is later and shall become effective on the day following its disclosure by the Client on CRZ.</p>
2.3	<p>Replace 2.3 with the following: “The date of Commencement of the Services is 1st March 2011. The Consultant shall provide Services during the period from 1st March 2011 to 31st July 2011 inclusive.”</p>
2.4	<p>The Contract shall expire on 1st February 2012.</p>
2.6	<p>Replace 2.6 (b) with the following: “In case of modifications or variations, the prior Non-Objection of the Bank is required”</p>

2.9.1	Replace words “corrupt or fraudulent” with “prohibited” in sub-clause (d)
	Replace word “Loan” with “Grant” in sub-clause (h)
3.4 (e) (i)	The number of months shall be 36 months
3.4 (e) (ii)	Replace with the following: “that the ceiling on Consultants’ liability shall be established by the Applicable Law.
3.4 (e) (iii)	not applicable
3.5 (i)	The risks and the coverage shall be as follows: (a) professional liability insurance, with the relevant provisions of the Applicable Law; (b) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (c) insurance in accordance with Applicable Law against loss or damage caused to the Client or to third parties resulting from breach of provisions hereof or from breach of applicable legal regulations, up to the amount set forth in Clause SC 6.1(b).
3.8	Add the words “or upon Client’s request” following the words “set forth in the said Appendix” in first paragraph of Clause GC 3.8.
3.9	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
4.2	Add words “and Clients’ written approval” after the words “by written notice to the Client” in the first sentence of sub-clause (b). Add words “and the Bank’s Non-Objection” at the end of sub-clause (b). Add words “and always subject to Non-Objection” at the end of the first sentence of sub-clause (c). Add words “Non-Objection by the Bank” in the last sentence of sub-clause (c) before the words “mentioned in the agreement”
4.6	The person designated as resident project manager / project team

	leader defined in Appendix C as [REDACTED] shall serve in that capacity, as specified in Clause GC 4.6.
5.1	Delete sub-clause (c) and (e)
5.2	Delete the second sentence.
5.3	Add words “always subject to prior Non-Objection” at the end of clause 5.3.
5.4	Add words “always subject to prior Non-Objection” at the end of clause 5.4 (b).
5.5	Supplement 5.5 with the following: No payments will be made to the Consultant until the Bank is credited by the Consultant with the amount of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents) and until the Client is credited by the Consultant with VAT amount of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents) both amounts incorrectly made under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002.
5.6	Add words “always subject to prior Non-Objection” at the end of clause 5.6 (b) Delete sub-clause (c).
6.1(b)	The ceiling in local currency is: €84,945.71
6.1 (c)	Add words “always subject to prior Non-Objection” at the end of clause 6.1 (c)
6.2(b)	Replace 6.2(b) with the following: Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel and at the rates for Personnel remuneration are set forth in tables FIN 6/1 of the Appendix E.
6.2(c)	The reimbursable expenses, as provided in Appendix E will be paid in the following manner: <ul style="list-style-type: none"> Per diem allowances payable to Consultant Personnel shall be calculated in accordance with the unit rates set out in table FIN 5 of the Appendix E and shall not exceed the total amount specified in FIN 5 of Appendix E. Such unit rates correspond to a day and shall be paid to the Consultant’s

	<p>personnel working in a field and in accordance with Slovak laws;</p> <ul style="list-style-type: none"> • Project related telephone communication costs other than land line cost shall not exceed the total cost set out in table FIN 5 of the Appendix E and such cost shall be charged by reference to the relevant itemized invoice for such communications; • Reproduction of report including for example printing and/or reproducing documents, reports, postage, and/or shipping and/or couriering of documents, reports etc. shall not exceed the total sum set out in FIN 5 of the Appendix E. Such costs shall be charged as a lump sum. • Equipment, instruments, materials, supplies, etc cost shall not exceed the total cost set out in table FIN 5 of the Appendix E and such cost shall be charged by reference to the relevant invoice for such equipment, instrument, materials, supplies, etc and further shall be supported by the Client's written prior agreement for acquisition of those. <p>Only duly documented expenses will be reimbursed.</p>
6.2 (f)	Delete word "one hour being equivalent to 1/176" and replace with the following "one hour being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 2080 (the number of working hours per year)." Delete word "(one day being equivalent to 1/30) and replace with the following "one day being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 260 (the number of working days per year)."
6.3	Currency of payment is EURO
6.4 (a)	Delete sub-clause 6.4 (a)
6.4 (b)	Delete "As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC" in the first sentence and replace word "copies" with "original" in the first sentence of sub-clause (b) Add the following sentence between the first and the second sentence: "For the purposes of issuing the Client Certification, the Consultant shall provide a statement of costs for the period of performance of the Services, for which the Client Certification is required."
6.4 (c)	Replace with following: No payments will be made to the Consultant until the Bank is

<p>credited to the Bank's account (Account name [REDACTED], [REDACTED], Bank name: [REDACTED], Account No.: [REDACTED], SWIFT CODE: [REDACTED], IBAN No.: [REDACTED], Currency: EUR Bank Address: [REDACTED]) by the Consultant with the amount of EURO 66,107.11 (sixty six thousands hundred seven Euro and eleven Euro Cents) incorrectly made under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002</p> <p>And</p> <p>until the Client is credited to the Client's account: Account name: [REDACTED], Bank name: [REDACTED], Account No.: [REDACTED], SWIFT CODE: [REDACTED], IBAN No.: [REDACTED], Currency: EUR Bank Address: [REDACTED] [REDACTED]</p> <p>By the Consultant with the VAT amount of EURO 13,221.42 (thirteen thousands two hundreds twenty one Euro and forty two Euro Cents) incorrectly made under the expired Contract No 01503002 Reg. č. 9/EE/2009/01503002 .</p> <p>Only Services accepted by the Client's Certification will be paid by the Client. The Client shall ensure payment exclusive of VAT to be made by the Bank for the Consultant's statements within sixty (60) days after the date of Client's Certification and after receipt by the Client of correct statements, invoice and supporting documents. If Consultant's statements with the invoice differ from the amount accepted by the Client's Certification, Consultant shall re-submit the correct statement, invoice and supporting documents.</p> <p>The amount of VAT will be reimbursed from state budget of the Slovak Republic following month after Consultant's receiving of payment from BIDSF Grant exclusive of VAT. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to</p>
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	exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate is zero (0).
6.4(e)	The accounts are: Account Name: [REDACTED] Bank Name: [REDACTED] Account No.: [REDACTED] SWIFT CODE: [REDACTED] IBAN No.: [REDACTED] Currency: EUR Bank Address: [REDACTED]
6.4 (f)	Add words “and Non-Objection by the Bank” before the words “prior to being incurred”
8.2(a)	Level One The Client’s official responsible for Level One is Director General of SIEA. The Consultant’s official responsible for Level One is Vladimír Dolný The period for settling the dispute is 14 <i>days</i>
8.2(b)	Level Two: The period for settling the dispute is 14 <i>days</i> The Client’s official responsible for Level Two is: the authorised person to be immediately appointed by the Ministry of Economy of the Slovak Republic. The Consultant’s official responsible for Level Two is: Vladimír Dolný
8.3	The period for settling the dispute is according to the Slovak law. Disputes shall be settled by arbitration in accordance with Slovak Law and by Miestny Okresný Súd Bratislava 2.
Additional Clause 9 Review	9.1 As soon as both, procurement strategy and procurement plan receive Non-Objection, the Client may review and assess their compatibility with the duration of the assignment and with estimated resources allocated within the Agreement.
	9.2 The Parties acknowledge that in the circumstances of Clause 9.1, the manner and/or time for performance (including the duration of assignment) and/or value of the Services may require to be adjusted

	<p>and/or altered by issuing modification or variation pursuant to Clause 2.6.</p>
	<p>9.3 In the circumstances of Clause 9.1:</p> <ol style="list-style-type: none"> a) The Client shall provide findings of the review to the Bank including detailed justification of conclusions and recommendations of the review and further shall obtain Non-Objection; b) The Client shall request the Consultant to prepare the proposal for adjustments and/or alterations referred in 9.2; c) The Consultant shall prepare a proposal detailing the adjustments and/or alterations referred in 9.2; d) The Consultant shall submit such proposal to the Client within 14 Days of receipt of notification from the Client of requirements for the adjustments and/or alterations; e) In preparing the proposal the Consultant shall where relevant take proper account of the: <ul style="list-style-type: none"> • The Client’s requirements for the adjustments and/or alterations; • The Consultant’s Personnel staffing and remuneration rates and prices contained in Appendix E
	<p>9.4 Within 14 Days of receipt the Client shall evaluate the Consultant’s proposal and upon agreement by the Parties of such proposal or any amended proposal the Client shall do things necessary to obtain Non-Objection.</p>
	<p>9.5 The Consultant shall not be obliged to carry out the adjusted and/or altered Services until Non-Objection is obtained by the Client</p>

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

FOR THE PROJECT MANAGEMENT UNIT (PMU) CONSULTANT

TABLE OF CONTENTS

- INTRODUCTION
- PROJECT DESCRIPTION
- DESCRIPTION OF ENERGY EFFICIENCY MEASURES IN PUBLIC BUILDINGS
- OBJECTIVE
- SCOPE OF WORK
- CONSULTANCY REQUIREMENTS
- DESCRIPTION OF THE ORGANIZATION OF THE PMU SIEA

DEFINITIONS OF TERMS USED WITHIN THE DOCUMENT

Project – the project comprises from subprojects and is related to the fulfilment of the Grant Agreement.

Sub project – is related to applicants (municipalities) and the realization of measures related to the energy savings in public building.

Note: The Consultant will be involved as well as in project and subproject activities.

Batch control sheet – is a document in details describing the works, goods and activities which will be realized within each of the subprojects. The document isn't mentioning prices only units and will be used in the process of procurement.

Cost estimate – is based on the batch control sheet with actual prices common at the market issued by a certified person.

Integrated PMU project time schedule – is short time schedule of the Project based on Base line time schedules of subprojects.

Base line time schedule – is providing in details information about assignment, responsibility and staff necessary for implementation of the subprojects.

INTRODUCTION

SIEA has requested Funds from the Bohunice International Decommissioning Support Fund (BIDSF), which is administered by the European Bank for Reconstruction and Development (the Bank or the EBRD), for financing the pilot Project (project) for energy efficiency measures in public buildings, as well as for the services of a Consultant assisting Slovenská Inovačná a Energetická Agentúra (SIEA) with the implementation.

This document sets out the Terms of Reference for the Project Management Consultant (the Consultant) who will support the activities of the Project Management Unit (the PMU) created by SIEA for the project implementation of "Energy Efficiency in Public Buildings".

PROJECT DESCRIPTION

The aim of the pilot Project "Energy Efficiency in Public Buildings" is to improve the (increase) energy efficiency and reduce the energy consumption within public buildings and to improve the energy balance of qualified public buildings through demands driven energy efficiency measures and the demonstration of potential costs savings.

For this reason SIEA created a Project Management Unit (PMU) on 1st of September 2008. The PMU consists of SIEA employees and will be completed with PMU Consultant according to the conclusion of the contract. The PMU ensures that SIEA fulfils its obligations under the Grant Agreement with the EBRD (Bank) and the Ministry of Economy SR.

The PMU as well as the Consultant's assignment is to ensure the proper implementation of the project by finalizing the project design, preparing the tender documents, supporting all the procurement made under the Grant Agreement, supervising the execution and the completion of the work and managing the Project.

The Consultant will be responsible for the proper implementation of tasks in accordance with the concluded contract between SIEA and him and to the satisfaction of SIEA and the EBRD. Daily management of the process of realization of the project will be executed through the PMU.

The Consultant is required for the period of 1st March 2011 until 31st July 2011.

DESCRIPTION OF ENERGY EFFICIENCY MEASURES IN PUBLIC BUILDINGS

Older buildings which don't have a considerable reconstruction don't fulfil requirements of thermal-technical norms as required today. The status of heating, climate and ventilation system as well as the lighting system is inefficient. As the goal of the project is to increase the energy efficiency the following measures could be considered:

- Measures necessary for insulation or change of old thermal insulation of the roofs, external walls, basement, underpasses and floors;
- Exchange or reconstruction of windows and external doors, lowering of infiltration through tightening of window frames and doors;
- Modernization of the ventilation system;
- Reconstruction of heat sources, the system of warm (hot) water preparation, the system of regulation and measurement, installation of equithermic regulation (regulation of the heating system according to the external temperature), installation of a programmable thermostat;
- Exchange of heating bodies, hydraulic regulation of the heating system, installation of thermostatic taps for individual heating bodies;
- Application of renewal sources of energy, mainly solar systems for the preparation of warm water and the utilization of heating pumps;
- Exchange of existing lamps for energetic less demanding lamps;
- Modernization of air conditioning systems;
- Delivery of materials, equipment, management systems and all necessary components.

It isn't necessary to provide all above mentioned measurements for each subproject.

Detailed information about pilot project regarding the information of energy efficiency measures in public buildings in the Slovak Republic is provided in Annex 1.

OBJECTIVE

The Basic task of the Consultant in general is to support and assist the PMU in performing all activities connected with the procurement and implementation of the project "Energy Efficiency in Public Buildings". The Consultant shall provide the PMU with the objective to achieve all activities necessary, which are related to the implementation of the Project within available budget and time schedule.

SCOPE OF WORK

The PMU Consultant shall be responsible for the implementation of the complete set of activities associated with the realization of the Project.

The PMU Consultant will act in such a manner that the preservation of environment, preservation of safety at work and the system of procurement of licensees and necessary certificates in the sense of general obligatory legal regulations of the Slovak Republic and international standards and regulations will be kept.

PMU Consultant's contractual responsibilities will include but not be limited to the following tasks and deliverables (tasks are not considered sequential but are to be developed in parallel):

Task 1 Development of the project documentation necessary for the obtaining of the building permits and final building approvals, engineering activities

The project documentation will be based on the results of the energy audits. The Consultant shall develop all necessary technical documentation for selected subprojects with the goal to obtain building permits and final building approvals. The project documentation will usually consist of at least these parts:

- heating system and hot water preparation;
- building construction;
- statics (if necessary);
- architectural;
- sanitary (if necessary);
- electrical equipment including lighting;
- air conditioning and ventilation systems.

Engineering activities shall be performed by the Consultant with the goal to prepare and ensure all kind of necessary documents or supporting materials for obtaining building permit and final building approval. PMU will submit this documentation together with project documentation to owner of the building.

Task 2 Development of a batch control sheet and creation of a cost estimate

The Consultant shall develop a batch control sheet and a cost estimate (see Definitions on the page 2 at the beginning) for all related parts of the subproject. The batch control sheet shall be used as a supporting document for the Procurement plan and for procurement. The fulfillment of the Task 1 and Task 2 by the Consultant will be done according to the project objectives under the supervision of the Head of the PMU.

Task 3 Development of the procurement strategy and procurement plan

In performing this task the Consultant shall develop a strategy and a procurement plan which is defining concrete (specific) steps for procurement of the contract(s) scheduling of the overall procurement process for implementation of energy efficiency measures in public buildings. The extent of the procurement process and specific procedure including the EBRD methodology to be followed in each step and will depend on the method for procurement selected.

The procurement strategy and plan shall follow the requirements of the EBRD Procurement and Policy Rules and to be non objected by EBRD and approved by the SIEA before launching. This task has to include but not limited to:

- development of procurement strategies, including preparation and scheduling of the overall procurement process, taking into consideration the appropriate project delivery strategy and addressing external and internal factors influencing the project, relationships and specific characteristics of the project, SIEA practice, capabilities and experience, applicable laws and regulations, market conditions and industry practices.
- development of the procurement plan reflecting procurement strategy, modes of procurement and time schedules consistent with the overall project baseline Schedule,
- definition of a number of Energy Efficiency categories;

Task 4 Procurement of contract or contracts for individual subprojects

According to the defined procurement strategy the Consultant shall assist the PMU in selection of the contractor(s) for implementation of the overall project through competitive international tendering in accordance with EBRD Procurement policies and Rules and using the standard EBRD documents for Supply and Installation of Plant and Equipment according to the valid legislation.

After approval of SIEA and the Non Objection from the EBRD (tender documentation and evaluation report(s)), this task will lead to contract(s) award(s) with the recommended contractor(s) and will be further defined during the implementation of contract(s) according to the consultant's role.

In performing this task the Consultant shall assist the PMU in:

- continuation in accordance with the approved procurement strategy and plan (ref. Task 3 Development of the procurement strategy and procurement plan)

- preparation of the tender documentation and implementation of the procurement process including preparation of the notification opportunities for tendering and invitation to tender using EBRD Procurement rules;
- issuing the tender documentation
- preparation and following of the tender evaluation(s), implement and realize the tender evaluation;
- contracting award(s) and finalization of the contract(s) to be ready for the signature of the SIEA and the contractor.

Task 5 Implementation of energy efficiency measures in public buildings

The Consultant will be responsible for providing the complete set of tools and implementing the complete set of tasks which are necessary for the contract(s) implementation and completion. This responsibility includes, but is not limited to project management, financial management, contract management, supervising and monitoring of all performance measures which are related to the contract(s), including engineering, manufacturing and construction to ensure timely (time-precised) and successful completion of subprojects to be implemented.

In performing this task the Consultant shall:

- assist, advise and monitor the implementation of all technical and financial aspects related to concluded contracts, including mainly engineering, industrial production, construction and installing into operation;
- ensure quality control of deliverables and executed work including the follow up of corrective activities;
- maintain direct contact with the end users in order to give instructions to the end users;
- review and provide recommendations on any technical documents, submitted by the Contractor(s) during executing of the implementation process;
- assist to the end user within the system of procurement of licenses and necessary concessions for the issuing of request for building permit and the final building permit;
- execute and assist as a building supervisor, supervising of installation, testing, commissioning, acceptance of the works and quality assurance; as for this reason to make notes into the construction diary with the aim to catch and eliminate deficiencies recognized within the implementation and in coordination with the SIEA approve eventual changes towards the project documentation, which would be required by the construction works and this changes to be registered into the project documentation.

Task 6 Reporting (further described in Appendix B)

Task 7 Environmental Due Diligence

The Consultant will manage the BIDSF financed projects in compliance with the Bank's Environmental Policy and Procedures

(<http://www.ebrd.com/about/policies/enviro/policy/review/index.htm>)

and Slovak law. No environmental audits are expected to be performed by Consultant

Task 8 Scheduling and planning

The schedule mentioned below for points 1 and 2 has an indicative format and will be described more detailed after the realization of the tender process before beginning of the implementation itself.

Scheduling and planning shall involve also:

1. Definition of steps for scheduling, schedule management and reporting.
2. Preparation of the structures overall project scope, staff resources.
3. Definition of the base line time schedule for individual subprojects will be prepared in close cooperation with the future contractor(s). These schedules will provide the necessary input and details in order for the PMU to follow integrated PMU project time schedule.

Note: These tasks should be updated when necessary

The time schedule of the project is described in the Annex 4.

Task 9 Monitoring of project implementation and methodology for monitoring and assessment of the effect of the implemented subprojects

Consultant will be responsible for placing a certified person for daily monitoring of implementation of the subprojects.

Consultant shall prepare Methodology for monitoring and assessment of the effect of the implemented subproject, which will include activities and responsibilities to be done for monitoring (first part), part concerning the assessment of the effect of the implemented sub projects can be created later. Both parts of this document have to be approved by PMU. First part concerning monitoring has to be approved by PMU before launching of realization of measurements of the first subproject, second part has to be approved by PMU no later than the first completion report of the subproject will be submitted.

Task 10 Execution of Remedial actions

The Consultant shall perform remedial actions that are necessary to assist the Client in remedying situation resulting from termination of contract for implementation of energy efficiency measures under the Lot 2. For the timely implementation of the Project, the Consultant shall in a timely manner provide all necessary effort and support the Client in remaining procurement and implementation activities related with Lot 2.

Description of the pilot project Energy Efficiency in Public Buildings

European Bank for Reconstruction and Development (EBRD) as administrator of the BIDS Fund, Ministry of Economy of Slovak republic as recipient and Slovak Innovation and Energy Agency as implementing agency signed on the 20th March 2008 Grant Agreement for the project Energy Efficiency in Public Buildings. The aim of the project in general is to increase energy efficiency in public buildings and decrease consumption of the energy. Owners of the public buildings are Municipalities from Trnava's and Nitra's region (county) from Slovakia.

The Slovak Innovation and Energy Agency as the project implementing agency is in general responsible for implementation of pilot project. Therefore the SIEA created a Project Management Unit on 1st of September 2008, with goal (purpose) to ensure the proper implementation of the project by finalizing the project design, preparing the tender documents, supporting (whole) procurement (in accordance with) the Grant Agreement, supervising the execution and the completion of the work and managing the Project. The Director of the PMU was appointed by the statutory body of the SIEA (see Annex 2 Description of the Organization of the PMU SIEA). The PMU also ensures that SIEA fulfils its obligations resulting from the Grant Agreement with the Bank and the Ministry of Economy SR, including the implementation of the environmental and safety standards, furthermore they will be completed with the conclusion of the contract of PMU Consultant.

The Consultant will support and assist to PMU (with) activities necessary for implementation of the pilot project. Required tasks for the Consultant are mentioned in Scope of work.

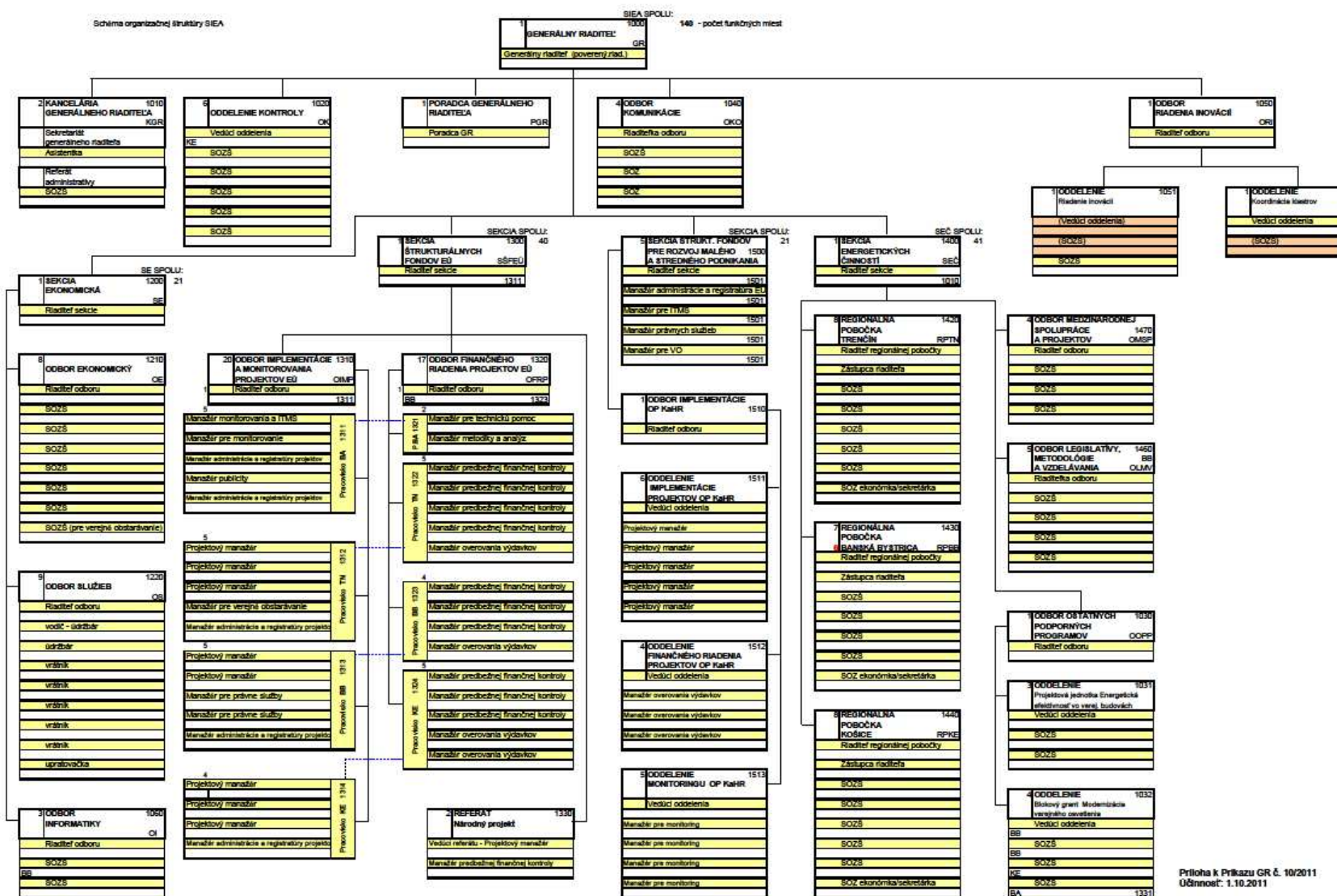
The SIEA will perform Energy audits on selected public buildings and will select which municipality /applicant / building will be supported. The Slovak Innovation and Energy Agency as the Project implementing agency is responsible for contracting of each subproject with the public building. Within the project to be implemented it is assumed that SIEA shall sign a bilateral agreement with the owner/operator (end user) of each short listed public building. This bilateral agreement will delegate the responsibility of a day-to-day monitoring and review of the implementation of rehabilitation of the Public Buildings to the end users. It is envisaged that the municipalities will authorize SIEA to act on their behalf. Within this procedure the Consultant shall develop the project documentation, assist with the obtaining of the required licenses to be able to commence with the projects (request for building permit and request for final building approval). It is also envisaged that contract(s) shall be made between SIEA and the contractor(s) who will implement the energy efficiency measures. The contractor(s) will be procured and preparation of procurement will be task for the Consultant.

After finalizing contract award with the Contractor(s) will start stage of realization of the measures where Consultant will be mainly as a supervisor.

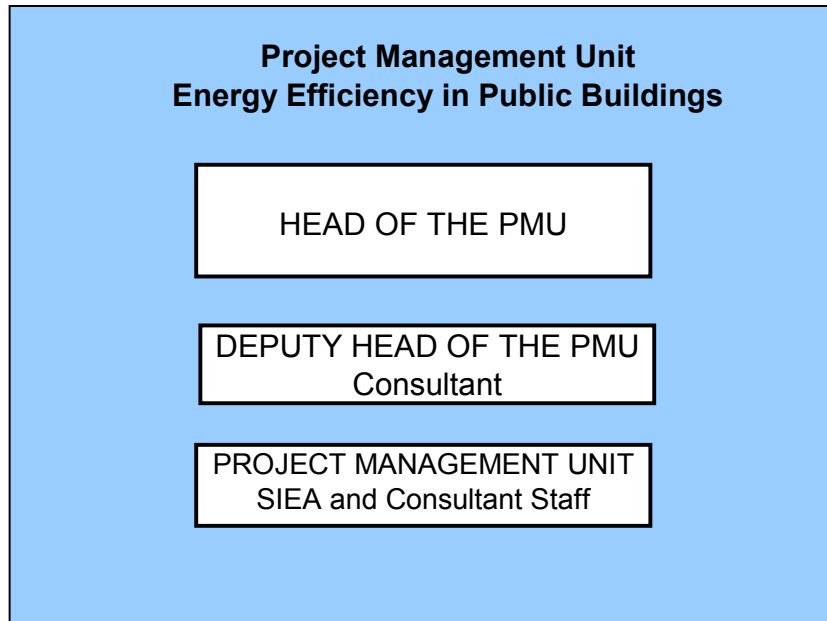
Realization of each subproject has to be done timely and cost effectively with the goal to fulfill requirements of Grant Agreement. All subprojects are expected to be finalized until 31th of December 2012.

The mentioned project is in accordance with the Slovak Action Plan of Energy Effectiveness for the Period 2008 – 2010. The Action Plan is a strategic programming document with planned measurements in the area of energy efficiency, which will be realized in individual sectors of the national economy in the period 2008 – 2010.

Description of the Organization of the Project Management Unit



Príloha k Prikazu GR č. 10/2011
 Účinnosť: 1.10.2011



PMU organization and staffing

The PMU is headed by SIEA that has appointed a Head of PMU for the whole duration of the project “Energy efficiency in public buildings” (below: the Project).

If required for performing its duties the PMU receives support from SIEA staff. In addition external consultant (“the PMU Consultant”) supports the PMU daily activities and will create a well-integrated team. The PMU is set up under the authority of SIEA. It however is staffed by SIEA with the support of the PMU Consultant (his responsibilities will be in line with the concluded contract “PMU Consultant”). Both the PMU and the PMU Consultant must be acceptable to the Bank throughout the duration of the project implementation as covenanted in the Grant Agreement with the Bank.

The Head of PMU will supervise the execution of the Project until their completion. He reports to SIEA Director General. He ensures that all obligations of SIEA related to the project under the Grant Agreement are met. He has the final decision making authority on acceptance of any work or any invoices; handling of disputes within the PMU would follow the principles set out in the draft Contract.

APPENDIX B - REPORTING REQUIREMENTS

Reporting

The Consultant will be responsible for preparing Monthly progress reports and Completion reports.

Monthly progress report shall include at least:

- information from the above Task 5 *Implementation of Energy Efficiency in Public Buildings*,
- summary of main issues arising during the reporting period,
- conclusions and recommendations on resolutions of deviations and variations,
- current critical issues and corrective actions,
- disbursement – plan vs Actual,
- schedule – Baseline Vs Actual,
- summary – critical path and cost control,
- environmental issues,
- remedial actions (when necessary).

The Monthly progress report shall include but not to be limited to the progress achieved in the implementation of the project including problems and irregularities identified during the execution of the tasks and the solution found. The report should include as well as information related to cost control which include:

- keeping of an effective overall control system of the project;
- early warning for any present or potential change in the costs of the project;
- information about costs including the comparison with the original budget, approved expected output and changes for each item of the budget;
- verification and certification of supplier invoices from the point of view of compliance with the contract concluded and the submission to PMU for payment approval;
- issuing of certificates about interconnection of each payment, certifying that the item expenditure was properly realized in line with the plan and the project budget;
- information about remedial activities

The Consultant will be responsible for reporting to the Head of the PMU and to the EBRD on the following:

The Monthly Progress Reports should be provided not later than on 5th day of the following month at the latest (least) in four copies (2x English and 2xSlovak).

The Completion reports will be prepared by the Consultant for each of the subprojects after its completion no later than on the 15th day of the following month at the latest (least) in four copies (2x English and 2xSlovak).

Report should include at least (following information):

- review of the implementation process,
 - all successfully implemented measures,
-

- changes with explanation of the reason,
- information about cost including the comparison with the original budget,
- expected contributions from economic as well as energy point of view,
- environmental issues,
- remedial activities.

The Report should be brief and shall include a text part and a table part. The Format of the document will be submitted to the Consultant.

Deliverables/reporting and scheduling of deliverables

The following deliverables are foreseen:

No	Deliverables	Date of submission
D1	<i>Monthly Progress Report</i>	No later than on 5 th day of the following month + actualization in accordance with the progress of the project
D2	<i>Project documentation, batch control sheet (bill of quantities) and the cost estimate for remedial activities for LOT 2</i>	As soon as practicable
D3	<i>Procurement plan and schedule</i>	update and actualization in line with the progress of the project and in accordance with Client's requirement
D4	<i>Documentation of Procurement</i>	According to procurement plan
D5	<i>Tender evaluation report</i>	As soon as practicable after finalization of procurement
D6	<i>Methodology for monitoring and assessment of the effect of the implemented projects</i>	update when necessary
D7	<i>Completion report for each of subprojects</i>	No later than on 15 th day of the following month after completion of subproject

Deliverables D1, D3, D6, D7 shall be submitted 2x in English language and 2x in Slovak language (electronic and hard copies).

Bill of Quantities and Cost estimate from Deliverables D2 shall be submitted 3x in English language and 5x in Slovak language (electronic and hard copies). Project documentation and/or supporting documentation from Deliverables D2 shall be submitted 5x in Slovak language (electronic and hard copies).

Deliverables D4, D5 shall be submitted 2x in English language (electronic and hard copies).

The Consultant shall prepare and submit to SIEA Monthly Progress Reports (D1) on monthly base.

Project documentation and/or Bill of quantities (D2) for Remedial activities related to LOT 2 shall be developed and delivered as a draft version after its finalizing as soon as practicable, After review and comments from the side of the SIEA Bill of quantities and the cost estimation should be completed by Consultant and submitted to SIEA as soon as practicable.

Procurement plan and Schedule (D3) shall be updated in cooperation with SIEA. Procurement shall be executed in accordance with the EBRD's Policy and Procurement Rules and in line with Procurement plan. Documentation of procurement (D4) shall be submitted to SIEA as soon as practicable but no later than 15 working days after submission of Project documentation and/or Bill of quantities (D2).

The tender evaluation report (D5) will be developed after successful implementation of the procurement process and shall be a subject to approval by SIEA and require Non Objection from the EBRD.

The methodology for monitoring and assessment of the effect of the implemented sub-projects (D6) will be updated when necessary. The methodology is defining the manner for the Final monitoring and assessment report of each public building. Monitoring of each implemented subprojects will be executed based on the Methodology (D6).

Completion report for each of subprojects (D7) shall be developed with the aim to provide briefly information about the most important steps taken within each of subprojects. Summary of implemented measures and costs are required. Completion reports will be basis for the Final Contract completion report which shall be submitted by the end of the pilot project.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS - STAFFING SCHEDULE

Form TECH-5 Team Composition and Task Assignments

(Previously contracted under the Contract No 01503002)

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
[REDACTED]	[REDACTED]	[REDACTED]	Project team leader	Management and coordination of team Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Supply contracts or contracts for individual sub-projects Implementation of Energy Efficiency in Public Buildings, Scheduling and Planning
[REDACTED]	[REDACTED]	[REDACTED]	Procurement manager	Reporting, Development of the procurement strategy and procurement plan, translation services

[REDACTED]	[REDACTED]	[REDACTED]	Environmental protection manager	Due diligence respecting the environmental issues of implemented project
[REDACTED]	[REDACTED]	[REDACTED]	Manager for methodology and assessment	Methodology for monitoring and assessment of the effect of the implemented subproject
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate
[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals Development of a batch control sheet and creation of a cost estimate

Form TECH -5.1 Team composition and Task Assignment
 (Remedial activities for LOT 2)

	Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
1.	[REDACTED]	[REDACTED]	[REDACTED]	Project team leader	Management and coordination of team.
					Implementation of Energy Efficiency in Public Buildings.
					Scheduling and planning. Development of updated procurement plan.
2.	[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Implementation of Energy Efficiency in Public Buildings.
					Due diligence respecting the environmental issues of implemented project.
					Building inspections, engineering supervisions and building author inspections. Scheduling and planning.
3.	[REDACTED]	[REDACTED]	[REDACTED]	Project manager	Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.
					Scheduling and planning. Procurement of contracts for individual sub-projects.
4.	[REDACTED]	[REDACTED]	[REDACTED]	Procurement manager	Scheduling and planning. Development of the procurement strategy and procurement plan. Translation services.
5.	[REDACTED]	[REDACTED]	[REDACTED]	Reporting specialist	Reporting
6.	[REDACTED]	[REDACTED]	[REDACTED]	Project manager/ Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.
					Implementation of Energy Efficiency in Public Buildings.

7.	[REDACTED]	[REDACTED]	[REDACTED]	Project manager	<p>Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate.</p> <p>Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.</p>
8.	[REDACTED]	[REDACTED]	[REDACTED]	Project manager/ Draftsman	<p>Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.</p> <p>Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.</p>
9.	[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	<p>Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.</p> <p>Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.</p>
10.	[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	<p>Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.</p> <p>Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.</p>
11.	[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	<p>Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.</p> <p>Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.</p>

12.	[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.
					Implementation of Energy Efficiency in Public Buildings. Building inspections, engineering supervisions and building author inspections.
13.	[REDACTED]	[REDACTED]	[REDACTED]	Draftsman	Development of the project documentation necessary for the obtaining of the building permits and final building approvals. Development of the batch control sheets and creation of cost estimate. Development of implementation projects.
					Implementation of Energy Efficiency in Public Buildings.

APPENDIX D - COST ESTIMATES IN FOREIGN CURRENCY

Not applicable

APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

SUMMARY OF COSTS

Activity	Costs
	EUR
Development of the project documentation necessary for the obtaining of the building permits and final building approvals	9 266,35
Development of a batch control sheet and creation of a cost estimate	879,35
Development of the procurement strategy and procurement plan	0,00
Procurement of contract or contracts for individual subprojects	650,54
Implementation of energy efficiency measures in public buildings	24 163,02
Reporting	24 280,73
Environmental due diligence	1 086,47
Scheduling and planning	24 619,24
Methodology for monitoring and assessment of the effect of the implemented subproject	0,00
Total Costs of Financial Proposal (total Contract Price)	84 945,71

SUMMARY OF COSTS

(Previously contracted under the Contract No 01503002)

Activity	Costs
	EUR
Development of the project documentation necessary for the obtaining of the building permits and final building approvals	6 329,36
Development of a batch control sheet and creation of a cost estimate	0,00
Development of the procurement strategy and procurement plan	0,00
Procurement of contract or contracts for individual subprojects	0,00
Implementation of energy efficiency measures in public buildings	20 175,82
Reporting	23 381,01
Environmental due diligence	0,00
Scheduling and planning	23 164,28
Methodology for monitoring and assessment of the effect of the implemented subproject	0,00
Total Costs of Financial Proposal (total Contract Price)	73 050,47

SUMMARY OF COSTS

(Remedial activities for LOT 2)

Activity	Costs
	EUR
Development of the project documentation necessary for the obtaining of the building permits and final building approvals	2 937,00
Development of a batch control sheet and creation of a cost estimate	879,35
Development of the procurement strategy and procurement plan	0,00
Procurement of contract or contracts for individual subprojects	650,54
Implementation of energy efficiency measures in public buildings	3 987,20
Reporting	899,72
Environmental due diligence	1 086,47
Scheduling and planning	1 454,96
Methodology for monitoring and assessment of the effect of the implemented subproject	0,00
Total Costs of Financial Proposal (total Contract Price)	11 895,24

BREAKDOWN OF COSTS BY ACTIVITY

(The activities previously contracted under the Contract No 01503002)

SUMMARY FIN-3

Group of Activities (Phase): Activities 1-9	Description:
	Costs
Cost component	EUR
Remuneration	72 039,82
Reimbursable Expenses	1 010,65
Subtotals	73 050,47

FIN-3/1

Group of Activities (Phase): Development of project documentation	Description: Development of the project documentation necessary for the obtaining of the building permits and final building approvals
	Costs
Cost component	EUR
Remuneration	6 240,01
Reimbursable Expenses	89,35
Subtotals	6 329,36

FIN-3/2

Group of Activities (Phase): Development of a batch control sheet and creation of a cost estimate	Description: Development of a batch control sheet and creation of a cost estimate
	Costs
Cost component	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

FIN-3/3

Group of Activities (Phase): Development of the procurement strategy	Description: Development of the procurement strategy and procurement plan
	Costs
Cost component	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

FIN-3/4

Group of Activities (Phase): Procurement of contract or contracts for individual subprojects	Description: Procurement of contract or contracts for individual subprojects
	Costs
Cost component	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

FIN-3/5

Group of Activities (Phase): Implementation of energy efficiency measures	Description: Implementation of energy efficiency measures in public buildings
Cost component	Costs
	EUR
Remuneration	19 296,02
Reimbursable Expenses	879,80
Subtotals	20 175,82

FIN-3/6

Group of Activities (Phase): Reporting	Description: Reporting
Cost component	Costs
	EUR
Remuneration	23 339,51
Reimbursable Expenses	41,50
Subtotals	23 381,01

FIN-3/7

Group of Activities (Phase): Environmental due diligence	Description: Environmental due diligence
Cost component	Costs
	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

FIN-3/8

Group of Activities (Phase): Scheduling and planning	Description: Scheduling and planning
Cost component	Costs
	EUR
Remuneration	23 164,28
Reimbursable Expenses	0,00
Subtotals	23 164,28

FIN-3/9

Group of Activities (Phase): Methodology for monitoring and assessment of the effect of the implemented subproject	Description: Methodology for monitoring and assessment of the effect of the implemented subproject
Cost component	Costs
	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

BREAKDOWN OF REMUNERATION

(The remuneration previously contracted under the Contract No 01503002)

SUMMARY FIN-4

Activities 1-9		Input (Staf months)	EUR
	home	12,73	51 855,08
	Field	5,09	20 184,74
		TOTAL	72 039,82

FIN-4/1

Development of the project documentation necessary for the obtaining of the building permits and final building approvals and engineering activities

Name	Position	Staff-month Rate	Input (Staf months)	EUR
	Project manager	home 3 915,94	0,32	1 253,10
		Field 3 915,94	0	0,00
	Project manager	home 3 836,27	0,32	1 227,61
		Field 3 836,27	0	0,00
	Project manager	home 3 915,94	0,32	1 253,10
		Field 3 915,94	0	0,00
	Project manager	home 3 915,94	0,32	1 253,10
		Field 3 915,94	0	0,00
	Project manager	home 3 915,94	0,32	1 253,10
		Field 3 915,94	0	0,00
		home	1,6	6 240,01
		Field	0	0,00
			TOTAL	6 240,01

FIN-4/2

Development of a batch control sheet and creation of a cost estimate

Name	Position	Staff-month Rate	Input (Staf months)	EUR
		home	0	0,00
		Field	0	0,00
			TOTAL	0,00

FIN-4/3

Development of the procurement strategy and procurement plan

Name	Position	Staff-month Rate	Input (Staf months)	EUR
		home	0	0,00
		Field	0	0,00
			TOTAL	0,00

FIN-4/4

Procurement of contract or contracts for individual subprojects

Name	Position	Staff-month Rate	Input (Staf months)	EUR
		home	0	0,00
		Field	0	0,00
			TOTAL	0,00

FIN-4/5

Implementation of energy efficiency measures in public buildings						
Name	Position	Staff-month Rate	Input (Staf months)	EUR		
	Project team leader	home	6 734,38	0	0,00	
		Field	6 734,38	0,13	875,47	
	Project manager	home	3 836,27	0	0,00	
		Field	3 836,27	1,1	4 219,90	
	Project manager	home	3 915,94	0	0,00	
		Field	3 915,94	1,33	5 208,20	
	Project manager	home	3 915,94	0	0,00	
		Field	3 915,94	1,2	4 699,12	
	Project manager	home	3 903,03	0	0,00	
		Field	3 903,03	1,1	4 293,33	
				home	0	0,00
				Field	4,86	19 296,02
					TOTAL	19 296,02

FIN-4/6

Reporting						
Name	Position	Staff-month Rate	Input (Staf months)	EUR		
	Project team leader	home	6 734,38	0,36	2 424,38	
		Field	6 734,38	0	0,00	
	Procurement manager	home	3 864,00	1,01	3 902,64	
		Field	3 864,00	0,23	888,72	
	Project manager	home	3 836,27	1,01	3 874,63	
		Field	3 836,27	0	0,00	
	Project manager	home	3 915,94	1,2	4 699,12	
		Field	3 915,94	0	0,00	
	Project manager	home	3 915,94	1,33	5 208,20	
		Field	3 915,94	0	0,00	
	Project manager	home	3 903,03	0,6	2 341,82	
		Field	3 903,03	0	0,00	
				home	5,510	22 450,79
				Field	0,23	888,72
				TOTAL	23 339,51	

FIN-4/7

Environmental due diligence					
Name	Position	Staff-month Rate	Input (Staf months)	EUR	
		home	0	0	0,00
		Field	0	0	0,00
				TOTAL	0,00

FIN-4/8

Scheduling and planning						
Name	Position	Staff-month Rate	Input (Staf months)	EUR		
	Project team leader	home	6 734,38	0,46	3 097,82	
		Field	6 734,38	0	0,00	
	Project manager	home	3 915,94	0	0,00	
		Field	3 915,94	0	0,00	
	Project manager	home	3 836,27	1,56	5 984,58	
		Field	3 836,27	0	0,00	
	Project manager	home	3 915,94	1,2	4 699,12	
		Field	3 915,94	0	0,00	
	Project manager	home	3 915,94	1,2	4 699,12	
		Field	3 915,94	0	0,00	
	Project manager	home	3 903,03	1,2	4 683,64	
		Field	3 903,03	0	0,00	
			home		5,62	23 164,28
			Field		0	0,00
			TOTAL	23 164,28		

FIN-4/9

Methodology for monitoring and assessment of the effect of the implemented subproject				
Name	Position	Staff-month Rate	Input (Staf months)	EUR
		home	0	0,00
		Field	0	0,00
			TOTAL	0,00

BREAKDOWN OF REIMBURSABLE EXPENSES

(The reimbursable expenses previously contracted under the Contract No 01503002)

SUMMARY FIN-5

N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,30	111	921,30
	Project related telephone communication costs other than land line cost				53,55
	Reproduction of report				
	Equipment, instruments, materials, supplies, etc.	pcs	35,80	1	35,80
Total Costs					1 010,65

FIN-5/1

Development of the project documentation necessary for the obtaining of the building permits and final building approvals, engineering activities					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			53,55
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	pcs	35,80	1	35,80
Total Costs					89,35

FIN-5/2

Development of a batch control sheet and creation of a cost estimate					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.				
Total Costs					0,00

FIN-5/3

Development of the procurement strategy and procurement plan					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	-			
Total Costs					0,00

FIN-5/4

Procurement of contract or contracts for individual subprojects					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	-			
Total Costs					0,00

FIN-5/5

Implementation of energy efficiency measures in public buildings					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,30	106	879,80
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	pcs			
Total Costs					879,80

FIN-5/6

Reporting					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,30	5	41,50
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	-			
Total Costs					41,50

FIN-5/7

Environmental due diligence					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	-			
Total Costs					0,00

FIN-5/8

Scheduling and planning					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.	pcs			
Total Costs					0,00

FIN-5/9

Methodology for monitoring and assessment of the effect of the implemented					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.				
Total Costs					0,00

Breakdown of Proposed Rates of Remuneration, Social Charges and Overheads (Previously contracted under the Contract No 01503002)

FIN-6/1

Expert	Nationality	Categ. (i)	1	2	3	4	5	6	7	8	9	10	11
			Basic monthly salary (EUR)	Social charges Amount	Overhead Amount	Sub-total Amount	Fee Amount	Home office Rate per Month (EUR)	Field office Rate per Month (EUR)	Home office Rate per hour (ii) (EUR)	Field office Rate per hour (ii) (EUR)	Home office Rate per day (iii) (EUR)	Field office Rate per day (iii) (EUR)
Position			% z 1	% z 1	1 + 2 + 3	% z 4	4 + 5	4 + 5					
Full name													
	Slovak	FT	4 400	795,98	660	5 855,98	878,40	6 734,38	6 734,38	38,85	38,85	310,82	310,82
				18,09%	15%		15%						
	Slovak	FT	2 300	760,16	345	3 405,16	510,77	3 915,94	3 915,94	22,59	22,59	180,74	180,74
				33,05%	15%		15%						
	Slovak	FT	2 250	748,39	337,5	3 335,89	500,38	3 836,27	3 836,27	22,13	22,13	177,06	177,06
				33,26%	15%		15%						
	Slovak	FT	2 300	760,16	345	3 405,16	510,77	3 915,94	3 915,94	22,59	22,59	180,74	180,74
				33,05%	15%		15%						
	Slovak	FT	2 300	760,16	345	3 405,16	510,77	3 915,94	3 915,94	22,59	22,59	180,74	180,74
				33,05%	15%		15%						
	Slovak	FT	2 300	760,16	345	3 405,16	510,77	3 915,94	3 915,94	22,59	22,59	180,74	180,74
				33,05%	15%		15%						
	Slovak	IP	3 060	0,00	345	3 405,00	459,00	3 864,00	3 864,00	22,29	22,29	178,34	178,34
				0,00%	11%		15%						
	Slovak	FT	2 400	783,71	240	3 423,71	479,32	3 903,03	3 903,03	22,52	22,52	180,14	180,14
				32,65%	10%		14%						

- (i)
- FT full time with firm
 - PT part time with firm
 - OS other source (other than lead firm or associate firm)
 - IP independent consultant / freelancer

- (ii) Rate per hour being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 2080 (number of working hours per year).
- (iii) Rate per day being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 260 (number of working days per year).

BREAKDOWN OF COSTS BY ACTIVITY

remedial activities for LOT 2 (1st March - 31st July)

SUMMARY FIN-3

Group of Activities (Phase): Activities 1-9	Description:
	Costs
Cost component	EUR
Remuneration	10 780,88
Reimbursable Expenses	1 114,37
Subtotals	11 895,24

FIN-3/1

Group of Activities (Phase): Development of project documentation	Description: Development of the project documentation necessary for the obtaining of the building permits and final building approvals
	Costs
Cost component	EUR
Remuneration	2 702,37
Reimbursable Expenses	234,63
Subtotals	2 937,00

FIN-3/2

Group of Activities (Phase): Development of a batch control sheet and creation of a cost estimate	Description: Development of a batch control sheet and creation of a cost estimate
	Costs
Cost component	EUR
Remuneration	779,74
Reimbursable Expenses	99,62
Subtotals	879,35

FIN-3/3

Group of Activities (Phase): Development of the procurement strategy and procurement plan	Description: Development of the procurement strategy and procurement plan
	Costs
Cost component	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

FIN-3/4

Group of Activities (Phase): Procurement of contract or contracts for individual subprojects	Description: Procurement of contract or contracts for individual subprojects
	Costs
Cost component	EUR
Remuneration	568,43
Reimbursable Expenses	82,12
Subtotals	650,54

FIN-3/5

Group of Activities (Phase): Implementation of energy efficiency measures in public buildings	Description: Implementation of energy efficiency measures in public buildings
Cost component	Costs
	EUR
Remuneration	3 535,54
Reimbursable Expenses	451,66
Subtotals	3 987,20

FIN-3/6

Group of Activities (Phase): Reporting	Description: Reporting
Cost component	Costs
	EUR
Remuneration	817,60
Reimbursable Expenses	82,12
Subtotals	899,72

FIN-3/7

Group of Activities (Phase): Environmental due diligence	Description: Environmental due diligence
Cost component	Costs
	EUR
Remuneration	1 004,36
Reimbursable Expenses	82,12
Subtotals	1 086,47

FIN-3/8

Group of Activities (Phase): Scheduling and planning	Description: Scheduling and planning
Cost component	Costs
	EUR
Remuneration	1 372,84
Reimbursable Expenses	82,12
Subtotals	1 454,96

FIN-3/9

Group of Activities (Phase): Methodology for monitoring and assessment of the effect of the implemented subproject	Description: Methodology for monitoring and assessment of the effect of the implemented subproject
Cost component	Costs
	EUR
Remuneration	0,00
Reimbursable Expenses	0,00
Subtotals	0,00

BREAKDOWN OF REMUNERATION

remedial activities for LOT 2 (1st March - 31st July)

SUMMARY FIN-4

Activities 1-9		Input (Staf months)	EUR
	home	1,54	6 492,32
	Field	1,1	4 288,56
		TOTAL	10 780,88

FIN-4/1

Development of the project documentation necessary for the obtaining of the building permits and final					
Name	Position	Staff-month Rate	Input (Staf months)	EUR	
	draftsman	home	3 782,84	0,19	726,31
		Field	3 782,84	0,19	726,31
	draftsman	home	4 339,44	0,10	416,59
		Field	4 339,44	0,19	833,17
		home		0,29	1 142,89
		Field		0,38	1 559,48
			TOTAL	2 702,37	

FIN-4/2

Development of a batch control sheet and creation of a cost estimate					
Name	Position	Staff-month Rate	Input (Staf months)	EUR	
	draftsman	home	3 782,84	0,10	363,15
		Field	3 782,84	0,00	0,00
	draftsman	home	4 339,44	0,10	416,59
		Field	4 339,44	0,00	0,00
		home		0,19	779,74
		Field		0,00	0,00
			TOTAL	779,74	

FIN-4/3

Development of the procurement strategy and procurement plan					
Name	Position	Staff-month Rate	Input (Staf months)	EUR	
		home		0,00	0,00
		Field		0,00	0,00
		home		0	0,00
		Field		0	0,00
			TOTAL	0,00	

FIN-4/4

Procurement of contract or contracts for individual subprojects					
Name	Position	Staff-month Rate	Input (Staf months)	EUR	
	Procurement manager	home	3 947,40	0,14	568,43
		Field	3 947,40	0,00	0,00
		home		0,144	568,43
		Field		0	0,00
			TOTAL	568,43	

FIN-4/5

Implementation of energy efficiency measures in public buildings					
Name	Position	Staff-month Rate		Input (Staf months)	EUR
	Project manager	home	4 339,44	0,10	416,59
		Field	4 339,44	0,00	0,00
	Project manager	home	3 782,84	0,05	181,58
		Field	3 782,84	0,34	1 271,03
	Project manager	home	4 339,44	0,05	208,29
		Field	4 339,44	0,34	1 458,05
				home	0,192
				Field	0,672
				TOTAL	3 535,54

FIN-4/6

Reporting					
Name	Position	Staff-month Rate		Input (Staf months)	EUR
	Reporting specialist	home	3 406,68	0,24	817,60
		Field	3 406,68	0,00	0,00
				home	0,24
				Field	0
				TOTAL	817,60

FIN-4/7

Environmental due diligence

Name	Position	Staff-month Rate		Input (Staf months)	EUR
	Project manager	home	4 184,82	0,24	1 004,36
		Field	4 184,82	0,00	0,00
				home	0,24
				Field	0
				TOTAL	1 004,36

FIN-4/8

Scheduling and planning					
Name	Position	Staff-month Rate		Input (Staf months)	EUR
	Project team leader	home	5 720,18	0,24	1 372,84
		Field	5 720,18	0,00	0,00
				home	0,24
				Field	0
				TOTAL	1 372,84

FIN-4/9

Methodology for monitoring and assessment of the effect of the implemented subproject					
Name	Position	Staff-month Rate		Input (Staf months)	EUR
		home		0,00	0,00
		Field		0,00	0,00
				home	0
				Field	0
				TOTAL	0,00

BREAKDOWN OF REIMBURSABLE EXPENSES

remedial activities for LOT 2 (1st March - 31st July)

SUMMARY FIN-5

N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,80	22	193,60
	Project related telephone communication costs other than land line cost				210,00
	Reproduction of report				710,77
	Equipment, instruments, materials, supplies, etc.				0,00
Total Costs					1 114,37

FIN-5/1

Development of the project documentation necessary for the obtaining of the					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,80	8	70,40
	Project related telephone communication costs other than land line cost	Task			35,00
	Reproduction of report	set	129,23	1	129,23
	Equipment, instruments, materials, supplies, etc.				
Total Costs					234,63

FIN-5/2

Development of a batch control sheet and creation of a cost estimate					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			35,00
	Reproduction of report	set	129,23	0,5	64,62
	Equipment, instruments, materials, supplies, etc.				
Total Costs					99,62

FIN-5/3

Development of the procurement strategy and procurement plan					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.				
Total Costs					0,00

FIN-5/4

Procurement of contract or contracts for individual subprojects					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			17,50
	Reproduction of report	set	129,23	0,5	64,62
	Equipment, instruments, materials, supplies, etc.				
Total Costs					82,12

FIN-5/5

Implementation of energy efficiency measures in public buildings					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day	8,80	14	123,20
	Project related telephone communication costs other than land line cost	Task			70,00
	Reproduction of report	set	129,23	2	258,46
	Equipment, instruments, materials, supplies, etc.				
Total Costs					451,66

FIN-5/6

Reporting					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			17,50
	Reproduction of report	set	129,23	0,5	64,62
	Equipment, instruments, materials, supplies, etc.				
Total Costs					82,12

FIN-5/7

Environmental due diligence					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			17,50
	Reproduction of report	set	129,23	0,5	64,62
	Equipment, instruments, materials, supplies, etc.				
Total Costs					82,12

FIN-5/8

Scheduling and planning					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			17,50
	Reproduction of report	set	129,23	0,5	64,62
	Equipment, instruments, materials, supplies, etc.				
Total Costs					82,12

FIN-5/9

Methodology for monitoring and assessment of the effect of the implemented					
N ^o	Description	Unit	Unit Cost in EUR	Quantity	EUR
	Per diem allowances	Day			
	Project related telephone communication costs other than land line cost	Task			
	Reproduction of report	set			
	Equipment, instruments, materials, supplies, etc.				
Total Costs					0,00

Breakdown of Proposed Rates of Remuneration, Social Charges and Overheads (Remedial activities for LOT 2)

FIN-6/1

Expert	Nationality	Categ. (i)	1	2	3	4	5	6	7	8	9	10	11
			Basic monthly salary (EUR)	Social charges Amount	Overhead Amount	Sub-total Amount	Fee Amount	Home office Rate per Month (EUR)	Field office Rate per Month (EUR)	Home office Rate per hour (ii) (EUR)	Field office Rate per hour (ii) (EUR)	Home office Rate per day (iii) (EUR)	Field office Rate per day (iii) (EUR)
Position			% z 1	% z 1	1 + 2 + 3	% z 4	4 + 5	4 + 5					
Full name													
	Slovak	FT	3 100	944,07	930	4 974,07	746,11	5 720,18	5 720,18	34,32	34,32	274,57	274,57
				30,45%	30%		15%						
	Slovak	FT	2 400	806,98	432	3 638,98	545,85	4 184,82	4 184,82	25,11	25,11	200,87	200,87
				33,62%	18%		15%						
	Slovak	FT	2 300	783,43	690	3 773,43	566,01	4 339,44	4 339,44	26,04	26,04	208,29	208,29
				34,06%	30%		15%						
	Slovak	IP	3 060	0,00	428,4	3 488,40	459,00	3 947,40	3 947,40	23,68	23,68	189,48	189,48
				0,00%	14%		15%						
	Slovak	FT	1 800	622,33	540	2 962,33	444,35	3 406,68	3 406,68	20,44	20,44	163,52	163,52
				34,57%	30%		15%						
	Slovak	FT	2 000	689,43	600	3 289,43	493,41	3 782,84	3 782,84	22,70	22,70	181,58	181,58
				34,47%	30%		15%						
	Slovak	FT	2 250	771,65	675	3 696,65	554,50	4 251,15	4 251,15	25,51	25,51	204,06	204,06
				34,30%	30%		15%						
	Slovak	FT	2 300	783,43	690	3 773,43	566,01	4 339,44	4 339,44	26,04	26,04	208,29	208,29
				34,06%	30%		15%						
	Slovak	IP	3 060	0,00	550,8	3 610,80	459,00	4 069,80	4 069,80	24,42	24,42	195,35	195,35
				0,00%	18%		15%						
	Slovak	IP	2 998	0,00	419,72	3 417,72	449,70	3 867,42	3 867,42	23,20	23,20	185,64	185,64
				0,00%	14%		15%						
	Slovak	IP	2 998	0,00	419,72	3 417,72	449,70	3 867,42	3 867,42	23,20	23,20	185,64	185,64
				0,00%	14%		15%						
	Slovak	FT	1 800	622,33	540	2 962,33	444,35	3 406,68	3 406,68	20,44	20,44	163,52	163,52
				34,57%	30%		15%						
	Slovak	FT	2 000	689,43	600	3 289,43	493,41	3 782,84	3 782,84	22,70	22,70	181,58	181,58
				34,47%	30%		15%						

- (i) FT full time with firm
 PT part time with firm
 OS other source (other than lead firm or associate firm)
 IP independent consultant / freelancer
- (ii) Rate per hour being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 2000 (number of working hours per year).
- (iii) Rate per day being equivalent to monthly rate * (multiply) by 12 months and / (divide) by 250 (number of working days per year).

APPENDIX F - DUTIES OF THE CLIENT

Staff and facilities to be funded and provided by SIEA

Office space for the PMU in Bratislava, up to 30 m² (1 office) in a good condition and appropriate office equipment and with following services for the consultant:

- Heating, light and energy (without costs for the consultant)
- One international telephone link, fax, internet connection and internet online, including one telephone and fax connection.
- For the consultant it should be secured an appropriate number of software and hardware, in such a way that he could work within the office space at Bajkalská 27, Bratislava.
- Permission for the utilization of other equipment for the consultant, e.g. meeting rooms, after the agreement of the employees of the SIEA
- Access to the seat of SIEA, Bajkalská 27, Bratislava and concrete places of implementation of the project, including equipment for hygiene, etc.
- Access for the consultant in a case of first aid or service of hospital
- Parking and maintenance without costs for the consultant, Bratislava, Bajkalská 27 and at the concrete places of the implementation of the projects

All technical and commercial data, documentation, drawings etc. relevant for the BIDSF financed Project, which are available at SIEA Any use of these data and documentation by the Consultant and all its staff shall be subject to strict confidentiality rules in accordance with the terms agreed between the SIEA and the respective Consultant.

The following are the human resources provided by SIEA as full-time members of the PMU, which are responsible:

Peter Kovář	Head of the Department, Head of the PMU
Peter Kovář	Engineering
Miloš Stašík	Contract Administration, Assisting in Procurement

The following specialists on a part time basis will be provided as and when required to perform necessary PMU activities:

Legislation specialist, with practice and experience in:

- implementation of legislation requirements
-

This annex will be a component of the future Annex F of the contract.

APPENDIX G - FORM OF ADVANCE PAYMENTS SECURITY

“Not applicable.”

Date

1 An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).

APPENDIX H - DISPUTE NOTIFICATION FORM

Dispute N°
Dispute notified at Level One on: _____ [insert date] at: _____ [insert time]
Description of Dispute: _____ _____ _____ _____ (Attach additional sheets if needed)
Result of discussion at Level One: resolved <input type="checkbox"/> escalated to Level Two <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Sent to Level Two on: _____ [insert date] at: _____ [insert time]
Client's Authorized Representative: _____ [insert name and signature] Consultants' Authorized Representative: _____ [insert name and signature] Date: _____ [insert date]
Dispute notified at Level Two on: _____ [insert date] at: _____ [insert time]
Result of discussion at Level Two: resolved <input type="checkbox"/> not resolved <input type="checkbox"/> [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ (Attach additional sheets if needed)
Client's official responsible: _____ [insert name and signature] Consultants' official responsible: _____ [insert name and signature] Date: _____ [insert date]