Tender Documents for
Procurement of Goods
and Related Services

Procurement of:

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

Issued on: .................

Tender No:

Purchaser: Jadrová a vyráďovacia spoločnosť a.s.

Country: Slovakia
TENDER DOCUMENTS

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

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D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

PART 1 – Tendering Procedures
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UPGRADE OF PMU HARDWARE EQUIPMENT

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Section I. Instructions to Tenderers

A. GENERAL

1. Scope of Tender

1.1 The Purchaser indicated in Section II, Tender Data Sheet (herein referred to as “TDS”) issues this Tender Document for the procurement of Goods as specified in Section VI, Supply Requirements. The name, identification, and number of lots are provided in the TDS.

1.2 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in Section VII, General Conditions of Contract (herein referred to as “GCC”).

2. Source of Funds and Applicable Procurement Rules

2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the TDS has applied for or received financing (hereinafter called “funds”) from the European Bank for Reconstruction and Development (hereinafter called “the Bank”) toward the cost of the project named in the TDS. The Borrower intends to apply a portion of the funds to eligible payments under the Contract(s) for which this Tender Document is issued.

2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.

2.3 The applicable procurement rules are the Bank’s Procurement Policies and Rules (PP&Rs) which can be located at: http://www.ebrd.com/news/publications/policies/procurement-policies-and-rules.html

3. Prohibited Practices

3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Tenderers, suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, Prohibited Practices as one or more of the following:

(i) a “Coercive Practice” which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
(ii) a “Collusive Practice” which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a “Corrupt Practice” which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a “Fraudulent Practice” which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a “Misuse of the Bank’s Resources or Bank Assets” which means improper use of the Bank’s resources, committed either intentionally or through reckless disregard;

(vi) an “Obstructive Practice” which means (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and

(vii) a “Theft” which means the misappropriation of property belonging to another party.

(b) will reject a proposal for award if it determines that the tenderer, supplier, sub-supplier, contractor, sub-contractor, concessionaire, consultant or sub-consultant recommended for award has engaged in Prohibited Practices in competing for the Contract in question;

(c) will cancel the portion of the Bank financing allocated to a Contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the
situation;

(d) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed Contract;

(e) reserves the right, where a Borrower or a firm has been found by the final judgement of a judicial process in a member country or by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions to have engaged in Prohibited Practices;

   (i) to cancel all or part of the Bank financing for such Borrower; and

   (ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract; and

(f) will have the right to require that, in contracts financed by the Bank, a provision be included requiring suppliers, sub-suppliers, contractors, sub-contractors, concessionaires, consultants and sub-consultants to permit the Bank to inspect their accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Tenderers shall be aware of the provisions stated in Section VII and VIII, General and Particular Conditions of Contract.

4. Eligible Tenderers

4.1. The Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects regardless of whether the country is a member of the Bank. Consistent with international law, the proceeds of the Bank’s loans, equity investment or guarantees shall not be used for payment to persons or entities or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Persons or entities, or suppliers offering goods and services, covered by such prohibition shall therefore not be eligible for the award of Bank-financed contracts.

4.2 A Tenderer may be a natural person, private entity, government-owned entity—subject to Instructions to Tenderers (hereinafter referred to as “ITT”) 4.6—or any combination of such entities in the form of a Joint Venture, Consortium, or Association (JVCA). In the case of a JVCA:
(a) unless otherwise specified in the TDS, all partners shall be jointly and severally liable, and

(b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during Contract execution.

4.3 A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers and sub-suppliers for any part of the Contract including Related Services.

4.4 A Tenderer shall not have a conflict of interest. All Tenderers found to have in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tender process, if:

(a) they have controlling partners in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this tender; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the Purchaser regarding this tendering process; or

(e) a Tenderer submits or participates as a joint venture partner or consortium member in more than one tender in this Tender process. Participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Tenderer, in more than one tender; or

(f) a Tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including
architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender; or

(g) a Tenderer participated as a consultant in the preparation of Section VI, Requirements that are the subject of the tender; or

(h) a Tenderer or any of its affiliates has been hired, or is proposed to be hired, by the Purchaser or the Borrower for the supervision of the contract.

4.5 A Tenderer shall be disqualified if the tenderer, an affiliate of the tenderer, a party constituting the tenderer or an affiliate of a party constituting the tenderer, is under a declaration of ineligibility by the Bank in accordance with ITT 3, at the date of the deadline for tender submission or thereafter.

4.6 No affiliate of the Purchaser shall be eligible to tender or participate in a tender in any capacity whatsoever unless it can be demonstrated that there is not a significant degree of common ownership, influence or control amongst the affiliate and the Purchaser or the Borrower.

4.7 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.8 Firms shall be excluded if:

(a) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of Goods from that country or any payments to persons or entities in that country.

4.9 In case a prequalification process has been conducted prior to the Tender process, this Tender is open only to prequalified Tenderers.

4.10 Where a prequalification process has been conducted prior to the Tendering process, the formation of a joint venture after prequalification as well as any change in a prequalified joint venture will be subject to the written approval of the Purchaser or the Employer prior to the deadline for submission of tenders. Such approval may be denied if (i) partners withdraw from a joint
venture and the remaining partners do not meet the qualifying requirements; (ii) the level of participation by partners or the structure of the joint venture is substantially changed; (iii) the new joint venture is not qualified; (iv) in the opinion of the Purchaser or the Employer, a substantial reduction in competition may result; or (v) request for a change in the prequalification status of the Tenderer is received by the Purchaser or the Employer after the date 28 days prior to the deadline for tender submission. The Purchaser or the Employer will use its best efforts to notify any changes in the list of prequalified tenderers as soon as it would be possible and in any event prior to the tenders' opening.

5. Eligible Goods and Related Services

5.1 All Goods and Services to be supplied under the Contract and financed by the Bank, shall have as their country of origin an eligible country of the Bank as listed in Section V, Eligible Countries.

5.2 For purposes of this paragraph, the term “Goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term “Country of Origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.

B. CONTENTS OF TENDER DOCUMENT

6. Sections of Tender Document

6.1 The Tender Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tender Procedures
- Section I. Instructions to Tenderers (ITT)
- Section II. Tender Data Sheet (TDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms
- Section V. Eligible Countries

PART 2 Requirements
- Section VI. Supply Requirements

PART 3 Contract Forms
6.2 The Invitation for Tenders issued by the Purchaser is not part of the Tender Document.

6.3 The Tenderer shall obtain the Tender Document from the source stated by the Purchaser in the Invitation for Tenders; otherwise the Purchaser is not responsible for the completeness of the Tender Document.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the tender.

7. Clarification of Tender Document, Site Visit, Pre-Tender Meeting

7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser address indicated in the TDS or raise his enquiries during the pre-tender meeting if provided for in accordance with ITT 7.4. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of tenders, within the number of days specified in the TDS. The Purchaser response shall be in writing with copies to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender Document as a result of a request for clarification, it shall do so following the procedure under ITT 8 and ITT 22.2.

7.2 Where applicable, the Tenderer is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the tender and entering into a Contract for the provision of the Supply Requirements. The costs of visiting the site shall be at the Tenderer’s own expense.

7.3 Pursuant to ITT 7.2, where the Tenderer and any of its personnel or agents have been granted permission by the Purchaser to enter upon its premises and lands for the purpose of such visit, the Tenderer, its personnel, and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the visit.
7.4 The Tenderer’s designated representative is invited to attend a pre-tender meeting, if provided for in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. If so provided for in the TDS, the Purchaser will organise a site visit.

7.5 The Tenderer is requested, as far as possible, to submit any questions in writing, to reach the Purchaser not later than one week before the meeting.

7.6 Minutes of the pre-tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Document in accordance with ITT 6.3. Any modification to the Tender Document that may become necessary as a result of the pre-tender meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-tender meeting.

7.7 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of Tender Document

8.1 At any time prior to the deadline for submission of tenders, the Purchaser may amend the Tender Document by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from the Purchaser in accordance with ITT 6.3.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Purchaser may, at its discretion, extend the deadline for the submission of tenders, pursuant to ITT 22.2

C. PREPARATION OF TENDERS

9. Cost of Tendering

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10. Language of Tender

10.1 The Tender, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the TDS. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant
passages in that language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11. Documents Comprising the Tender

11.1 The Tender shall comprise the documents listed in the TDS.

12. Letter of Tender and Price Schedules

12.1 The Tenderer shall submit the Letter of Tender using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

13.1 Unless otherwise indicated in the TDS, alternative proposals shall not be considered. If alternative proposals are permitted, their method of evaluation shall be as stipulated in Section III, Evaluation and Qualification Criteria.

14. Tender Prices and Discounts

14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender and in the Price Schedules shall conform to the requirements specified in TDS.

15. Currencies of Tender

15.1 The currency (ies) of the tender and the currency (ies) for payment shall be as specified in the TDS.

16. Documents Establishing the Qualifications of the Tenderer

16.1 To establish its qualifications to perform the Contract the Tenderer shall provide the information requested in Section III, Evaluation and Qualification Criteria, the Tenderer shall provide the information requested in Section IV, Tender Forms.

17. Documents Establishing the Eligibility of Goods and Related Services

17.1 To establish the eligibility of the Goods and Services in accordance with ITT Clause 5, Tenderers shall complete the forms, included in Section IV, Tender Forms.

18. Period of Validity of Tenders

18.1 Tenders shall remain valid for the period specified in the TDS after the Tender submission deadline date prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request Tenderers to extend the period of validity of their tenders. The request and the responses shall be made in writing. If a tender security is requested in accordance with ITT 19, the Tenderer granting the request shall also extend the tender security for twenty-eight (28) calendar days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its...
tender security. A Tenderer granting the request shall not be required or permitted to modify its tender, except as provided in ITT 18.3.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) calendar days beyond the expiry of the initial Tender validity, the Contract price shall be adjusted as specified in the request for extension. Tender evaluation shall be based on the Tender Price without taking into consideration the above adjustment.

19. Tender Security

19.1 If so required in the TDS, the Tenderer shall furnish as part of its tender, the original of a tender security using the form included in Section IV, Tender Forms. The tender security amount and currency shall be as specified in the TDS.

19.2 If a tender security is specified pursuant to ITT 19.1, the tender security shall be a demand guarantee in any of the following forms at the Tenderer's option:

(a) an unconditional guarantee issued by a bank;

(b) an irrevocable letter of credit; or

(c) a cashier's or certified check;

from a reputable source. In the case of a bank guarantee, the tender security shall be issued by a reputable bank. If specified in the TDS, the issuing bank shall have the minimum credit rating stated in the TDS. The bank guarantee shall be submitted either using the Tender Security Form included in Section IV, Tender Forms or in another substantially similar format approved by the Purchaser prior to Tender submission. In either case, the form must include the complete name of the Tenderer. The tender security shall be valid for twenty-eight days (28) beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

19.3 If a tender security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive tender security shall be rejected by the Purchaser as non-responsive.

19.4 If a tender security is specified pursuant to ITT 19.1, the tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT 38.

19.5 The tender security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
19.6 The tender security may be forfeited:

(a) if a Tenderer withdraws its tender during the period of Tender validity specified by the Tenderer in the Letter of Tender or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with ITT 37; or

(ii) furnish a performance security in accordance with ITT 38 (if so required TDS).

(iii) accept the arithmetical correction of its Tender in accordance with ITT 30.

19.7 The Tender Security of a JVCA shall be in the name of the JVCA that submits the tender, or as otherwise stated in the TDS.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare one original set of the documents comprising the tender as described in ITT 11 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the tender, in the number specified in the TDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written confirmation as specified in the TDS and shall be attached to the tender. The name and position held by each person signing the authorisation must be typed or printed below the signature. The number of copies of the Tender required shall be specified in the TDS.

20.3 A tender submitted by a JVCA shall comply with the following requirements:

(a) Unless not required in accordance with ITT 4.2 (a), be signed so as to be legally binding on all partners and

(b) Include the Representative’s authorization referred to in ITT 4.2 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVCA.

20.4 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the tender.

D. SUBMISSION AND OPENING OF TENDERS

21. Submission, Sealing and Opening of Tenders

21.1 Tenderers may always submit their Tenders by mail or by hand. If so specified in the TDS, Tenderers shall have the option of
Marking of Tenders: submitting their tenders electronically. Procedures for submission, sealing and marking are as follows:

(a) Tenderers submitting Tenders by mail or by hand shall enclose the original and copies of the Tender in separate sealed envelopes. If so permitted in accordance with ITT 13 alternative proposals, and copies thereof, shall also be placed in separate envelopes. The envelopes shall be duly marked as "ORIGINAL," "ALTERNATIVE," "ORIGINAL COPY," and "ALTERNATIVE COPY." These envelopes shall then be enclosed in one single package. The rest of the procedure shall be in accordance with ITT 21.2 and 21.3.

(b) Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.

21.2 The inner and outer envelopes shall:

(a) bear the name and address of the Tenderer;

(b) be addressed to the Purchaser in accordance with ITT 22.1;

(c) bear the specific identification of this Tendering process pursuant to ITT 1.1; and

(d) bear a warning not to open before the time and date for tender opening.

21.3 If envelopes and packages are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

22. Deadline for Submission of Tenders

22.1 Tenders must be received by the Purchaser at the address and no later than the date and time indicated in the TDS.

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Tenders

23.1 The Purchaser shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Purchaser after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24. Withdrawal

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it...
Substitution, and Modification of Tenders

has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITT 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification;” and

(b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

25. Tender Opening

25.1 The Purchaser shall conduct the Tender opening in public, in the presence of Tenderers’ designated representatives and anyone who chooses to attend, and at the address, date and time specified in the TDS. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.

25.2 First, envelopes marked “Withdrawal” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at Tender opening. Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out at Tender opening. Envelopes marked “Modification” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorisation to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be
considered further.

25.3 The Purchaser shall open all other envelopes one at a time and read out: the name of the Tenderer, the Tender Price(s), any discounts and their application methodology, alternative Tenders, the presence or absence of a Tender security; and any other details as the Purchaser may consider appropriate. Only discounts and alternative Tenders read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 23.1.

25.4 The Purchaser shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative proposals; and the presence or absence of a Tender security. The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’s signature on the record shall not invalidate the contents and effect of the record.

A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic Tendering is permitted.

E. EXAMINATION OF TENDERS

26. Confidentiality

26.1 Information relating to the evaluation of Tenders shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.

26.2 Any attempt by a Tenderer to influence improperly the Purchaser in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

26.3 Notwithstanding ITT 26.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tendering process, it should do so in writing.

27. Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Purchaser may, at its discretion, ask any Tenderer for a clarification of its Tender, allowing a reasonable time for response. Any clarification submitted by a Tenderer that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the
correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT 30.

27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Purchaser’s request for clarification, its Tender may be rejected.

28. Determination of Responsiveness

28.1 The Purchaser’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.

28.2 A substantially responsive Tender is one that meets the requirements of the Tender Document without material deviation, reservation, or omission as defined below:

(a) “Deviation” is a departure from the requirements specified in the Tender Document;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender Document.

28.3 A material Deviation, Reservation, or Omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Supply Requirements as specified in Section VI; or

(ii) limit in any substantial way, inconsistent with the Tender Document, the Purchaser’s rights or the Tenderer’s obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

28.4 The Purchaser shall examine the technical aspects of the Tender in particular, to confirm that all requirements of Section VI have been met without any material Deviation, Reservation, or Omission.

28.5 If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.
29. Nonmaterial Nonconformities

29.1 Provided that a Tender is substantially responsive, the Purchaser may waive any quantifiable nonconformity in the Tender that does not constitute a material Deviation, Reservation or Omission. The cost of all quantifiable deviations or omissions shall be added to the tender price in question. A reasonable estimate of the cost will be made by the Purchaser or Employer, taking into consideration the corresponding tender prices of other responsive tenderers or other appropriate market prices. Such costs will be at the Purchaser’s or Employer’s sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions. Deviations and other factors that are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Purchaser or Employer shall not be taken into account in tender evaluation.

29.2 Provided that a Tender is substantially responsive, the Purchaser may request the Tenderer to submit any necessary missing information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender. Requested information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

F. TENDER EVALUATION AND COMPARISON

30. Evaluation of Tenders and Correction of Arithmetical Errors

30.1 The Purchaser shall use the criteria and methodologies indicated in Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

30.2 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) Where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;

(b) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser or the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected accordingly;
(c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.3 If a Tenderer does not accept the correction of errors, its Tender shall be declared non-responsive and rejected and its Tender security may be forfeited.

31. Conversion to a Single Currency

31.1 For evaluation and comparison purposes, the currency (ies) of the tender shall be converted into a single currency as specified in Section III. Evaluation and Qualification Criteria.

32. Tender Adjustments

32.1 For the evaluation and comparison purposes the Purchaser shall adjust the Tender prices using the criteria and methodology specified in Section III. Evaluation and Qualification Criteria.

33. Qualification of the Tenderer

33.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

33.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 16.

33.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer’s qualifications to perform satisfactorily.

33.4 Notwithstanding the provisions of ITT 33.3, the Purchaser reserves the right to waive any minor deviations from the qualifying criteria specified in Section III, Evaluation and Qualification Criteria that do not materially affect the capability of the Tenderer to perform the Contract.

34. Purchaser’s Right to Accept Any Tender, and to Reject Any or All Tenders

34.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.
### G. AWARD OF CONTRACT

#### 35. Award Criteria

35.1 The Purchaser shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

#### 36. Notification of Award

36.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted.

36.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

36.3 At the same time, the Purchaser shall also notify all other Tenderers of the results of the Tendering, and shall publish on the Bank’s website the results identifying the Tender and lot numbers and the following information: (i) name of each Tenderer who submitted a Tender; (ii) Tender prices as read out at Tender opening; (iii) name and evaluated prices of each Tender that was evaluated; (iv) name of Tenderers whose Tenders were rejected and the reasons for their rejection; and (v) name of the winning Tenderer, and the price it offered, as well as the duration and summary scope of the Contract awarded. After publication of the award, unsuccessful Tenderers may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Tenders were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after Publication of Contract award, requests a debriefing.

#### 37. Signing of Contract Agreement

37.1 Promptly upon notification, the Purchaser shall sign and send the successful Tenderer the Contract Agreement.

37.2 Within twenty-eight (28) calendar days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Purchaser.

37.3 Upon the successful Tenderer’s furnishing of the signed Contract Agreement and Performance Security pursuant to ITT 38, the Purchaser will discharge its Tender Security, pursuant to ITT 19.

#### 38. Performance Security

38.1 Within twenty-eight (28) calendar days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the conditions of Contract, using for that purpose the Performance Security Form included in Section IX, Contract
Forms, or another form acceptable to the Purchaser. If the performance security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser’s Country.

38.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security. In that event the Purchaser may award the Contract to the next lowest evaluated Tenderer whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

H. COMPLAINTS

39. Complaint Procedure

39.1 In the event that any Tenderer wishes to submit a formal complaint with regard to any aspect of the procurement process, the Tenderer shall follow the procedures contained in Annex 1: Guidance to Tenderers of the Bank’s Procurement Policies and Rules (PP&R) (see http://www.ebrd.com/news/publications/policies/procurement-policies-and-rules.html). Further information in this respect is also published on the Bank’s website (see http://www.ebrd.com/work-with-us/procurement/project-procurement-complaints.html).
TENDER DOCUMENTS

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UPGRADE OF PMU HARDWARE EQUIPMENT

Section II. Tender Data Sheet
Tender Data Sheet

The following Tender-specific data sheet for the Goods and Related Services to be procured shall complement and amend and/or supplement the provisions in the Instruction to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in the ITT.

A. General

1. Scope of Tender

1.1 The Purchaser is:

Jadrová a vyraďovacia spoločnosť, a.s., Tomášikova 22, Bratislava, Slovak Republic

1.1 The name of the Tender process is:

Upgrade of PMU Hardware Equipment

The identification number of the Tender process is: BIDSF 017 3 001

2. Source of Funds and Applicable Procurement Rules

2.1 The Borrower is: Jadrová a vyraďovacia spoločnosť, a.s.

2.1 The name of the Project is:

Upgrade of PMU Hardware Equipment

2.2 Delete paragraph 2.2 and substitute with:

The Purchaser intends using part of the proceeds of a grant from the European Bank for Reconstruction and Development (the Bank) for eligible payments under the Contract(s) for which this Invitation for Tenders is issued. Payment by the Bank will be made only at the request of the Purchaser and upon approval by the Bank in accordance with the terms and conditions of the grant agreement and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank’s grant will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

4. Eligible Tenderers

4.2 Delete paragraph 4.2 and substitute with:

A Tenderer may be a natural person or private entity or any combination of such entities in the form of a Joint Venture, Consortium or association Joint Venture, Consortium or association (hereinafter JVCA). In the case of a JVCA:

(a) all partners shall be jointly and severally liable for the execution
of the Contract in accordance with the Contract terms; and

(b) the JVCA shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the partners of the JVCA during the Tender process and, in the event the JVCA is awarded the Contract, during Contract execution.

A Tenderer may propose one or more Sub-contractors for any part of the Goods and/or Related services.

**B. Contents of Tender Document**

6. **Sections of Tender Document**

6.1 At the end of paragraph 6.1 add:

The set of Tender Document is provided in governing language, that is English, and upon request of the Tenderer it will be provided electronically also in Slovak language. In case of discrepancies between English and Slovak sets of Tender Document, the English set of Tender Document governs and shall be binding upon each Tenderer.

7. **Clarification of Tender Document, Site Visit, Pre-Tender Meeting**

7.1 For **clarification purposes** only, the Purchaser’s address is:

Attention: Mr. Ladislav Marton, Mr. Tomáš Sychra
Street Address: Jadrová a vyrodnovacia spoločnosť, a.s.
BIDSF PMU – Procurement Group
Tomášikova 22
City: Bratislava
Postal Code: 821 02
Country: Slovak Republic
Phone number: +421 33 531 5330, 5605
Facsimile number: +421 2 48 26 29 17
Electronic mail address: marton.ladislav@javys.sk, sychra.tomas@javys.sk

Requests for clarification shall be received by the Purchaser no later than 14 days, prior to the deadline for submission of Tenders (**i.e. 18th of June 2018**).

7.4 Neither Site visit nor a pre-tender meeting will be organized

**C. Preparation of Tenders**

10. **Language of Tender**

10.1 The language of the tender is English.

11. **Documents Comprising the Tender**
The Tender shall comprise the following:

(a) **Attachment 1: The Letter of Tender and Attachment 1 to the Letter of Tender – Covenant of Integrity** [in the format indicated in Section IV.] and completed in the manner and detail indicated therein and signed by the Tenderer; The Letter of Tender shall be accompanied by the **Power of Attorney** or equivalent, duly authorised by a Public Notary, indicating that the person(s) signing the Tender have the authority to sign the Tender and Tender is thus binding upon the Tenderer; in the case of a Tender submitted by a JVCA, an original of a **JVCA agreement** indicating parts of the Requirements to be executed by the respective partners and their scope of works for which they will be responsible, shall be attached,

(b) **Attachment 2:** Completed **Price Schedule** as provided in Section IV., Tender Forms,

(c) **Attachment 3: Technical proposal** responding to the Requirements in Section VI, including the documentary evidence of the Goods’ and Services’ conformity to the Tender documents, which may be in the form of literature, drawings and data, and shall consist of:

   (ca) a detailed description of the essential technical and performance characteristics of the Goods according to Section VI.i, chapter 2.1 (DESCRIPTION OF DELIVERABLES),

   (cb) a paragraph-by-paragraph commentary on the Purchaser’s Supply Requirements demonstrating substantial responsiveness of the Goods and Services to those specifications or a statement of deviations and exceptions to the provisions of the Supply Requirements,

   (cc) documentary evidence establishing the eligibility of Goods and Services offered by the Tenderer, in accordance with ITT 17.1.

(d) **Attachment 4: Other Information** completed in the manner and detail according to Section IV including:

**List of Proposed Sub-contractors** - participation of every Subcontractor shall be confirmed with a **letter of intent** or similar documentary evidence.

The Tenderer shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of Section II., para. 4 and Section III., and that any Goods or Related Services to be provided by the Sub-contractor comply with the Tender Documents.

The Purchaser reserves the right to delete any proposed Subcontractor from the list prior to the award of the Contract and, after agreement between the Purchaser and the Supplier, the Sub-contractors approved for each item shall be identified in an attachment to the Contract Agreement.
(e) **Attachment 5:** Preliminary *Delivery and Completion Schedule*, in the form as set forth in Section VI.ii, showing the periods in which the Tenderer intends to perform the Contract.

(f) **Attachment 6: Deviations** - any Deviations to the Tender Document requirements shall be listed only in Attach. 6. The Tenderer shall also furnish the additional price or saving associated with each such Deviation. The attention of the Tenderer is drawn to the provisions of paragraph 28.5 regarding the rejection of Tenders that are not substantially responsive to the requirements of the Tender Documents. The Purchaser reserves the right to accept or reject any Deviations.

Tenderers are required to submit a Tender fully compliant with the commercial, contractual and technical requirements specified in the Tender Document and to quote the price covering all commercial, contractual and technical obligations outlined in the Tender Document.

13. **Alternative Tenders**

13.1 Alternative proposals shall not be permitted.

Alternative times for completion are not permitted. Reference is given to itemized delivery schedule for each item, Section VI.i - Requirements, chapter 3, Table 4 Project Milestones

Alternative technical solutions for parts of the requirements are not permitted. Technical parameters of the proposed items may fluctuate within the allowed range, only.

14. **Tender Prices and Discounts**

14.1 Prices shall not be adjustable.

The Tenderer shall fill in prices for all items described in Section VI and listed in the Price Schedule, Section IV. Items against which no price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed covered by the prices for other items in the Price Schedule, Section IV.

In the Schedule “A-1” – Schedule of Lump Sum Prices, Tenderers shall provide the required details and a breakdown of their prices as follows:

Prices shall include all costs for supply, transportation to the final place of destination, testing and all other costs for all necessary works and services necessary to satisfy the contractual requirements.

The Tender price shall be without any and all taxes, customs duties levied in the territory of the Slovak Republic.
In the field of taxes, customs duties and fees the course of action shall be taken in accordance with the Framework Agreement concluded between the EBRD and the Slovak Republic. This Framework Agreement is available on the following web site: http://www.javys.sk/en/bidsf/framework-agreement.

Final place of destination: V1 NPP, IT storage – building no. 631a/V1, Jadrová a vyráďovacia spoločnosť, a.s., 919 31, Jaslovské Bohunice, Slovak Republic.

15. **Currencies of Tender**

15.1 The currency of the Tender and the payment currency shall be Euro.

18. **Period of Validity of Tenders**

18.1 The tender validity period shall be: 90 calendar days, i.e. **30th of September 2018**.

18.3 The Tenderer might be entitled to the adjustment of the Tender Price for the period of delay from the initial expiry date of the Tender validity to the requested extended expiry date of the Tender validity, pro rata up to the date of award of the Contract and shall be calculated on the basis of an annual increase determined by the inflation rate provided by the European Central Bank. For this purpose the reference period shall be the month, in which the Contract is awarded.

19. **Tender Security**

19. **Not applicable**

20. **Format and Signing of Tender**

20.1 In addition to the original of the tender, the number of copies is: five (5) identical copies + one (1) CD version.

At the end of para. 20.1 add:

The Price Schedule shall be presented in the standard forms enclosed (as per Section IV, Schedule of Prices "A-1") and also one (1) **software copy created in Microsoft EXCEL on CD ROM**. In case of discrepancy between the original hard copy and software copy of the financial forms, the original hard copy will govern.

20.2 The written confirmation of authorization to sign on behalf of the Tenderer shall indicate:

(a) The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as a Power of Attorney; and

(b) In the case of Tenders submitted by an existing JVCA signed by all parties (i) stating that all parties shall be jointly and severally liable, as required in accordance with ITT 4.1(a), and (ii) nominating a Representative who shall have the authority to conduct all business
D. Submission and Opening of Tenders

21. Submission, Sealing and Marking of Tenders

21.1 Tenderers shall not have the option of submitting their tenders electronically.

21.1 (b) ITT Para 21.1 (b) shall not apply.

21.2 (c) Delete sub-paragraph (c) and substitute with:

Bear the following identification of the Tender process:

Upgrade of PMU Hardware Equipment

21.2 (d) Delete sub-paragraph (d) and substitute with:

bear the following warning: **TENDER PROPOSAL/SÚŤAŽNÁ PONUKA**

"DO NOT OPEN BEFORE/NEOTVÁRAŤ PRED TERMÍNOM ___” [the date and time prescribed for the opening of Tenders in paragraph 22.1]

22. Deadline for Submission of Tenders

22.1 For **tender submission purposes** only, the Purchaser's address is:

Contact persons: Mr. Ladislav Marton, Mr. Tomáš Sychra
Street Address: Jadrová a vyráďovacia spoločnosť, a.s.  
Central Registry – Centrálna podatelňa  
BIDSF PMU  
Tomášikova 22
City: Bratislava  
Postal Code: 821 02
Country: Slovak Republic  
Phone number: TEL: +421 33 531 5330, 5605

The Tenders shall be submitted to the Purchaser to above mentioned address during working days in Slovak republic from 08:00 a.m. till 3:30 p.m., CET. Tenders must be delivered during the working days, except of public holidays, as specified in the Act. 241/1993 Coll. on Public holidays, and commemorative days as amended.

**The deadline for tender submission is:**

Date: 2nd of July 2018  
Time: 10.00 a.m. CET
25. **Tender Opening**

25.1 The Tender opening shall take place at:
- **Street Address:** Jadrová a vyráďovacia spoločnosť, a.s.
  Tomášikova 22
- **City:** Bratislava
- **Postal Code:** 821 02
- **Country:** Slovak Republic
- **Date:** 2nd of July 2018
- **Time:** 10.00 a.m. CET

### G. Award of Contract

35. **Award Criteria**

35.1 Subject to paragraph 35, the Purchaser will award the contract(s) to the tenderer(s) whose tender(s) has been determined to be substantially responsive and the combination of which, including any discounts offered, yield the lowest total evaluated price, provided further that the tenderers are determined to be qualified to perform the contract satisfactorily.

37. **Signing of Contract Agreement**

Add paragraph 37.4

The Purchaser shall award the Contract to the Tenderer who submit the evidence of registration in the Register of Public Sector Partners of the Supplier.

38. **Performance Security**

38. *Not applicable*
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section III. Evaluation and Qualification Criteria
This Section contains all the criteria that the Purchaser shall use to evaluate Tenders and qualify Tenderers. In accordance with ITT 28 and ITT 32, no other factors, methods or criteria shall be used. The Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

1. Evaluation Criteria and Methodology

28. Determination of Responsiveness

28.6 Quantifiable Nonmaterial Nonconformities

Non-substantive deviations or omissions (commercial and technical) in the Tender will not constitute cause for rejection but shall be reflected in the evaluation wherever practicable and appropriate. The cost of all quantifiable deviations or omissions will be added to the Tender price in question. A reasonable estimate of the cost will be made by the Purchaser, taking into consideration the corresponding quotations of other responsive tenderers or other appropriate market prices. Such costs will be at the Purchaser's sole discretion. A Tenderer will not be requested or permitted to offer a price adjustment for rectifying such deviations or omissions.

Deviations and other factors that are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser shall not be taken into account in Tender evaluation.

31. Conversion to a Single Currency

31.1 Tenders will be evaluated as quoted in the currency of the Tender specified in TDS 15.1. In case, that the Tender is submitted in other currency as specified in TDS 15.1, for the evaluation purpose only, to convert the Tender Price into Euro, the Euro foreign exchange reference rate of the European Bank on the day of submission of the Tenders will be used. If such Tender is evaluated as being the lowest evaluated and determined for Contract award, the Contract Price and payments shall be in Euro.

32. Tender Adjustments

32.1 Comparisons between Tenders shall be based on the Tender price specified in the Schedule “A-1” - Schedule of Lump Sum Prices, Section IV and it will also include the costs resulting from application of the following evaluation factors:

The Purchaser's evaluation of a Tender will take into account, in addition to the Tender prices, the following costs and factors that will be added to each Tenderer's prices in the evaluation, using pricing information available to the Purchaser, in the manner and to the extent indicated below:

(a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Specification as identified by the Tenderer in its Tender, and other deviations and
variations not so identified;

(b) the extra cost of works, services, etc., required to be provided by the Purchaser or third parties.

Pursuant to the above, the following evaluation methods will be followed:

(a) Contractual and commercial deviations:
The evaluation shall be based on the evaluated cost for fulfilling the Contract in compliance with all commercial, contractual and technical requirements set forth in this Tender Document. In arriving at the evaluated cost, the price associated with non-material deviations proposed by the Tenderer will be used, if applicable. If such a price is not given, the Purchaser will make its own assessment of the cost of such a deviation for the purpose of ensuring a fair comparison of Tenders.

(b) Extra costs of works, services, etc.: Works, services, etc., to be provided by (or on behalf of) the Purchaser or third party other than those set forth in the Tender Document will be assessed by the Purchaser and the costs of such additional works, services, etc., during the duration of the Contract will be applied to the Tender price(s) as appropriate.

2. Qualification Criteria

33.1 Delete para. 33.1 and substitute with:

The Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender meets the qualifying criteria specified herein and on the basis of the Letter of Tender and any supplementary information submitted has demonstrated that it is capable of performing the Contract satisfactorily.

The Purchaser reserves the right to waive minor deviations from the criteria, if they do not materially affect the capability of a Tenderer to perform the Contract.
TENDER DOCUMENTS

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UPGRADE OF PMU HARDWARE EQUIPMENT

Section IV. Tender Forms
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UPGRADE OF PMU HARDWARE EQUIPMENT

Table of Forms

Letter of Tender

Schedule of Prices
  - SCHEDULE “A-1” - SCHEDULE OF LUMP SUM PRICES

List of Proposed Subcontractors
Letter of Tender

Note for Tenderers: The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer’s complete name and address. All text within square brackets [ ] is for guidance in preparing this form and shall be deleted by the Tenderer from the final document.

Date: __________________________

Tender No.: __________________________

To:
Jadrová a vyraďovacia spoločnosť a.s., Tomášikova 22, Bratislava, Slovak Republic

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Tender Document, including Addenda No. [insert number of Addenda to Tender Document (if any)];

(b) We offer to supply, in conformity with the Tender Document, the following Goods and Related Services:
..................................................................................................................................................

(c) The total price of our Tender, excluding any discounts offered in item (d) below is:
..................................................................................................................................................

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

(e) Our tender shall be valid for the period ......[insert validity period according to Letter of Invitation ] days from the date fixed for the Tender submission deadline in accordance with the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) We acknowledge that Attachment 1 to the Letter of Tender – Covenant of Integrity forms part of this Letter of Tender;

(g) Our firm, including any Subcontractors or suppliers and subsuppliers for any part of the Contract has nationalities from eligible countries;

(h) We, including any sub-contractors or suppliers and sub-suppliers for any part of the Contract have no conflict of interest in accordance with ITT 4.3;

(i) We are not participating, as a Tenderer or as a sub-contractor, in more than one Tender in this Tendering process in accordance with ITT 4.3, other than alternative offers submitted in accordance with ITT 13;

(j) We, including any of our subcontractors or suppliers for any part of the Contract, have not been declared ineligible by the Bank, under the Purchaser’s country laws or official
regulations or by an act of compliance with a decision of the United Nations Security Council;

(k) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding Contract between us, until a formal Contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Name:  

In the capacity of:  

Signed:  

Duly authorized to sign the Tender for and on behalf of:  

Date:  

NOTE: If Tenderer is a corporation, enter place of Incorporation in addition to Business Address. Evidence of the authority of the person signing on behalf of the Tendering entity shall also be attached to the Tender; if a JVCA attach evidence of the signatory’s authority signed by and listing the full names of all partners associates, etc., who shall be jointly and severally liable.
Attachment 1 to Letter of Tender

COVENANT OF INTEGRITY

To: Jadrová a vyrad'ovacia spoločnosť, a.s.
Tomášikova 22
821 02 Bratislava
Slovak republic

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

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

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

(i) we, our subsidiaries and affiliates, and all of our directors, employees, agents or joint venture partners, where these exist, have not been convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the ten years immediately preceding the date of this Covenant;

(ii) none of our directors, employees, agents or representatives of a joint venture partner, where these exist, has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice;

(iii) we, our subsidiaries and affiliates and our directors, employees, agents or joint venture partners, where these exist, are not prohibited from participation in a tendering procedure on the grounds of having been found by the final judgement of a judicial process or a finding by the enforcement (or similar) mechanism of another international organisation to have engaged in a Prohibited Practice;

(iv) we, our subsidiaries and affiliates, as well as any subcontractors, or suppliers or affiliates of the subcontracts or supplier are not subject to any sanction imposed by resolution of the United Nations Security Council.

If applicable, provide full disclosure of any convictions, dismissal, resignations, exclusions or other information relevant to Articles i) ii) iii) or (iv) in the box below.
For the purpose of this Covenant, the terms set forth below define Prohibited Practices as:

(i) **“corrupt practice”** which means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) **“fraudulent practice”** which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) **“coercive practice”** which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; and,

(iv) **“collusive practice”** which means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party

(v) a **“misuse of the Bank’s resources or bank assets”** which means improper use of the Bank’s resources and bank assets, committed either knowingly or recklessly; and,

(vi) an **“obstructive practice”** which means (1) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank’s investigation; (2) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (3) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (4) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (5) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and

(vii) **“theft”** which means theft which means the misappropriation of property belonging to another party.

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

---

1 For each matter disclosed, provide details of the measures that were taken, or shall be taken, to ensure that neither the disclosed entity nor any of its directors, employees or agents commits any Prohibited Conduct in connection with the Tender for this Contract.
law but in any case for at least six years from the date of substantial performance of the Contract.

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

(ACTIVITY SCHEDULE/SCHEDULE OF QUANTITIES AND PRICES)

1.0 GOODS and RELATED SERVICES TO BE SUPPLIED

The Supplier shall provide supply of equipment, and all other things including remedying of any defects during the period of responsibility, all as more specifically set forth in the Specification and in strict accordance with all requirements of the Contract Documents.

2.0 LUMP SUM PRICE

The Total Lump Sum Price for delivery of Goods and Related Services is

______ (EUR), that is: ________________________ (Words).

The Supplier shall list the Lump Sum Prices for all items including two (2) decimals.

The breakdown of the Total Lump Sum Price against the individual elements of the GOODS and RELATED SERVICES is itemized on Schedule “A-1” “Schedule of Lump Sum Prices.”

Any quantities provided on Schedule ”A-1” are an indicative estimate for analysis for pricing Variations. The Supplier shall be solely responsible for developing its own take-off quantities for the supply of the GOODS and RELATED SERVICES in accordance with this Contract and variations from the Supplier’s take-off quantities as set on Schedule “A-1” (if any) shall not be the basis for a Contract Variation.

Variations of the GOODS and RELATED SERVICES initiated by the Purchaser will be priced by the Supplier in compliance with Schedule “A-1”.

43
## SCHEDULE “A-1” - SCHEDULE OF LUMP SUM PRICES

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Lump Sum Price (€)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>Supply of Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notebook</td>
<td>53</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Docking station</td>
<td>53</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notebook briefcase</td>
<td>53</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Desktop PC</td>
<td>39</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monitor</td>
<td>92</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Keyboard</td>
<td>92</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Optical mouse</td>
<td>92</td>
<td>Pcs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL LUMP SUM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Tenderer _________________________________
List of Proposed Subcontractors

Where the Tenderer proposes to use a Subcontractor(s) for the execution of any part of the Goods and/or Related Services, the Tenderer shall provide the following information for each proposed Subcontractor(s):

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Goods and Related Services, which is intended to be subcontracted.

The Tenderer shall include details of all major items of supply or Related Services that it proposes to purchase or subcontract, giving details of the proposed Subcontractors for each of these items. Tenderers are free to list more than one Subcontractor against each item of the Goods and/or Related Services. The Purchaser reserves the right to delete any proposed Subcontractor from the list prior to the award of the Contract and, after agreement between the Purchaser and the Supplier, the Subcontractors approved for each item shall be identified in an attachment to the Contract Agreement.
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section V. Eligible Countries
Eligible Countries

Procurement will be carried out in accordance with the EBRD Procurement Policies and Rules. Tendering for contracts to be financed with the proceeds of the BIDSF grant which is administered by the Bank and is open to firms from any countries.

The proceeds of the grant will not be used for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Chapter of the United Nations.
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

PART 2 – Requirements
TENDER DOCUMENTS

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI. Supply Requirements

Section VI.i Specification
Section VI.ii Delivery and Completion Schedule
Section VI.iii Drawings and other documentation
Section VI.iv QA and QC Surveillance Requirements
Section VI.v Safety and Technical Conditions
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI.i Specification
Ref.: D191-TS-PMU-08001/EN.rev2.valid
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### DEFINITIONS, ABBREVIATIONS AND ACRONYMS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC adapter</td>
<td>Type of external power supply</td>
</tr>
<tr>
<td>BIDSF</td>
<td>Bohunice International Decommissioning Support Fund</td>
</tr>
<tr>
<td>BIOS</td>
<td>Basic Input Output System</td>
</tr>
<tr>
<td>CD</td>
<td>Compact Disc</td>
</tr>
<tr>
<td>CE</td>
<td>Conformité Européenne (mandatory mark that indicates conformity with legal and technical directives of the European Union)</td>
</tr>
<tr>
<td>CPU</td>
<td>Central Processing Unit</td>
</tr>
<tr>
<td>DDR</td>
<td>Type of computer memory</td>
</tr>
<tr>
<td>DP</td>
<td>Display port</td>
</tr>
<tr>
<td>DVD RW</td>
<td>Digital Versatile Disc ReWritable</td>
</tr>
<tr>
<td>DVI</td>
<td>Digital Visual Interface</td>
</tr>
<tr>
<td>EBRD</td>
<td>European Bank for Reconstruction and Development</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>GB</td>
<td>Gigabyte (unit of computer data storage)</td>
</tr>
<tr>
<td>HD</td>
<td>High definition</td>
</tr>
<tr>
<td>HDD</td>
<td>Hard disk</td>
</tr>
<tr>
<td>HDMI</td>
<td>High-Definition Multimedia Interface</td>
</tr>
<tr>
<td>HW</td>
<td>Hardware</td>
</tr>
<tr>
<td>IPS</td>
<td>In-Plane Switching (screen technology for liquid-crystal displays)</td>
</tr>
<tr>
<td>JAVYS, a.s</td>
<td>Jadrová a vyraďovacia spoločnosť, a.s.</td>
</tr>
<tr>
<td>LAN</td>
<td>Local Area Network</td>
</tr>
<tr>
<td>LED</td>
<td>Light Emitting Diode</td>
</tr>
<tr>
<td>Mb/s</td>
<td>Megabyte per second</td>
</tr>
<tr>
<td>MHz</td>
<td>Unit of frequency</td>
</tr>
<tr>
<td>NTB</td>
<td>Notebook</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer - is a company that produces parts and equipment that may be marketed by another manufacturer.</td>
</tr>
<tr>
<td>OS</td>
<td>Operation system</td>
</tr>
<tr>
<td>PC</td>
<td>Personal computer</td>
</tr>
<tr>
<td>PCI</td>
<td>Peripheral Component Interconnect (a local computer bus for attaching hardware devices in a computer)</td>
</tr>
<tr>
<td>Abbreviation</td>
<td>Full Form</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------</td>
</tr>
<tr>
<td>PMU</td>
<td>Project management unit</td>
</tr>
<tr>
<td>RAM</td>
<td>Random Access Memory (Operating memory)</td>
</tr>
<tr>
<td>SATA</td>
<td>Computer bus interface that connects host bus adapters to mass storage devices such as hard disk drives, optical drives</td>
</tr>
<tr>
<td>SSD</td>
<td>Solid state drive (solid-state storage device)</td>
</tr>
<tr>
<td>STD</td>
<td>Accompanying technical documentation</td>
</tr>
<tr>
<td>STN</td>
<td>Slovak technical standard</td>
</tr>
<tr>
<td>SW</td>
<td>Software</td>
</tr>
<tr>
<td>TPM</td>
<td>Trusted Platform Module (an international standard for a secure cryptoprocessor, a dedicated microcontroller designed to secure hardware through integrated cryptographic keys)</td>
</tr>
<tr>
<td>USB</td>
<td>Universal Serial Bus</td>
</tr>
<tr>
<td>VGA</td>
<td>Video Graphic Array</td>
</tr>
<tr>
<td>V1 NPP</td>
<td>V1 Nuclear Power Plant</td>
</tr>
</tbody>
</table>
1. INTRODUCTION

1.1. BACKGROUND

The Slovak Republic has committed to perform the early shut down of the Bohunice V1 Nuclear Power Plant and is implementing dismantling of equipment and demolition of buildings on site. Unit 1 of the plant was shut down on 31st December 2006. Unit 2 was shut down on 31st December 2008. Activities related to the V1 NPP operation termination and decommissioning are performed through projects financed by the Bohunice International Decommissioning Support Fund (BIDSF). The Fund was established on the basis of the Framework Agreement between the Slovak Republic and the European Bank for Reconstruction and Development (EBRD) of 16th November 2001. The objective of the decommissioning process is dismantling and final disposal of the V1 NPP waste, equipment and structures.

1.2. OBJECTIVES

The objective of the project is to upgrade the obsolete HW infrastructure (i.e. end-user workstations and other hardware elements and consumption material) in order to ensure the performance of works and required activities of the PMU employees of company JAVYS, a.s. Work with upgraded HW shall ensure simultaneous use of the existing software commonly used in the world for the purposes of the nuclear facilities decommissioning support.

2. SCOPE OF THE PROJECT

The Supplier shall upgrade necessary hardware equipment so that it enables use of currently existing software equipment commonly used in our country and worldwide to support the decommissioning of nuclear facilities. Main task of the Supplier shall include purchase and supply of necessary HW in order to meet the project objectives

- Workstations for the PMU employees to ensure their performance of works
- Other necessary hardware elements and consumables.

It is required that the Supplier also performs all auxiliary activities, not specifically mentioned in the document necessary to meet the objectives of the specification. All equipment and materials specified within the scope of supply shall be new, unused, of the most current and up-to-date models if not specified otherwise.
2.1. DESCRIPTION OF DELIVERABLES

2.1.1. Supply of documentation

Implementation works of the D19.1 project include delivery of all documentation, the Supplier is obliged to provide in order to ensure supply of equipment.

The Supplier shall deliver the following documentation and submit it to the Purchaser:

- Related documentation (see section 2.2, item 1 and 3).

2.1.2. Supply of equipment/HW

Supplies for the D19.1 project mean that the Supplier shall supply equipment for the PMU employees of company JAVYS, a.s. Performance of this equipment shall reflect the requirements of current operation systems as well as office applications. The scope of supplies and their functionality shall be provided by the Supplier and includes the following (Table No.1):

**Workstations for the PMU:**

<table>
<thead>
<tr>
<th>Hardware type</th>
<th>Number of pieces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notebook + notebook briefcase</td>
<td>53</td>
</tr>
<tr>
<td>Docking station</td>
<td>53</td>
</tr>
<tr>
<td>Desktop PC</td>
<td>39</td>
</tr>
</tbody>
</table>

**Other necessary hardware elements and consumables:**

In order to ensure optimal use of workstations, the Supplier shall supply monitors, computer mouse and keyboards to fixed workstations and notebooks for the PMU employees. Required number of monitors and other HW is specified in Table 2.

**Table 2**

<table>
<thead>
<tr>
<th>Hardware type</th>
<th>Number of pieces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keyboard and optical mouse</td>
<td>92</td>
</tr>
<tr>
<td>Monitor</td>
<td>92</td>
</tr>
</tbody>
</table>
2.2. REPARTITION OF DUTIES

Distribution of duties and responsibilities between the Supplier and the Purchaser in the course of the entire project implementation cycle is shown in the Table No. 3.

<table>
<thead>
<tr>
<th>Table No. 3</th>
<th>REPARTITION OF DUTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Supplier´s Duties</strong></td>
<td><strong>Purchaser´s Duties / Project Manager Duties</strong></td>
</tr>
<tr>
<td><strong>1. General technical documentation</strong></td>
<td></td>
</tr>
<tr>
<td>• Supply related documentation, particularly taking-over certificates, technical conditions of supply of equipment, service and maintenance manuals, guarantee certificates 1.</td>
<td>• Commenting, approval and acceptance of documentation</td>
</tr>
<tr>
<td><strong>2. Supply</strong></td>
<td></td>
</tr>
<tr>
<td>• Packaging of material and equipment</td>
<td>• Inspection of supplies</td>
</tr>
<tr>
<td>• Supply of equipment to the site</td>
<td>• Acceptance of supplies</td>
</tr>
<tr>
<td><strong>3. Taking-over of Works</strong></td>
<td></td>
</tr>
<tr>
<td>• Development of taking-over certificates for handing-over of documentation as well as for supply of equipment and electronic media (CD, DVD, USB)</td>
<td>• Inspection of performed supplies</td>
</tr>
<tr>
<td></td>
<td>• Issuance and approval of the Taking-over Protocol</td>
</tr>
<tr>
<td><strong>4. Defect Notification period</strong></td>
<td></td>
</tr>
<tr>
<td>• Removal of defects and damage</td>
<td>• Notification of defects</td>
</tr>
<tr>
<td></td>
<td>• Issuance of the Taking-over certificate</td>
</tr>
</tbody>
</table>
### 2.3. FUNCTIONAL REQUIREMENTS

Proposed minimal parameters of notebooks and workstations:

<table>
<thead>
<tr>
<th></th>
<th><strong>Business NTB</strong></th>
<th><strong>PC DESKTOP</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Minimal parameter</strong></td>
<td><strong>Type</strong></td>
<td><strong>Pieces</strong></td>
</tr>
<tr>
<td><strong>Type</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CPU</strong></td>
<td>Intel® Core™ i7 Skylake 64-bit</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>with a capacity of at least 8600 points in the Passmark benchmark CPU benchmark, 4 cores, min. 8MB cache</td>
<td></td>
</tr>
<tr>
<td><strong>RAM</strong></td>
<td>8GB (2133 MHz DDR4) expandable to 16GB</td>
<td>1</td>
</tr>
<tr>
<td><strong>Number of memory slots</strong></td>
<td>2 memory slots, one of which is free</td>
<td>2</td>
</tr>
<tr>
<td><strong>HDD</strong></td>
<td>512GB SSD writing 500Mb/s, reading 540Mb/s – at least</td>
<td>1</td>
</tr>
<tr>
<td><strong>Type HDD</strong></td>
<td>SSD</td>
<td></td>
</tr>
<tr>
<td><strong>Display</strong></td>
<td>15.6&quot; 1920 x 1080</td>
<td>1</td>
</tr>
<tr>
<td><strong>Display - type</strong></td>
<td>Glossy Full HD with LED lighting</td>
<td></td>
</tr>
<tr>
<td><strong>Graphic card</strong></td>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>Graphic card - type</strong></td>
<td>Separate 2GB</td>
<td></td>
</tr>
<tr>
<td><strong>Optical unit</strong></td>
<td>support of writing for DVD+/-RW, in the notebook body, or external optical unit</td>
<td>1</td>
</tr>
<tr>
<td><strong>Connectivity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LAN</strong></td>
<td>Gigabit Network (10/100/1000 Mbps fullduplex)</td>
<td>1</td>
</tr>
<tr>
<td><strong>Wi-Fi</strong></td>
<td>802.11a/b/g/n</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Intel® Core™ i5 Skylake 64-bit</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>with a capacity of at least 7200 points in the Passmark benchmark CPU benchmark, 4 cores, min. 6MB cache</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8GB (2133 MHz DDR4) expandable to 64GB</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>At least 4 memory slots, two of which are free</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>512GB SSD writing 500Mb/s, reading 540Mb/s - at least</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>SSD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>integrated with shared memory with minimal 2 outputs, min 1x VGA, 1x digital port, support of display on several monitors simultaneously</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>support of writing for DVD +/-RW in the PC body</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Gigabit Network (10/100/1000 Mbps fullduplex)</td>
<td>1</td>
</tr>
<tr>
<td>Bluetooth</td>
<td>Bluetooth® 4.1</td>
<td>1</td>
</tr>
<tr>
<td>---------------</td>
<td>---------------</td>
<td>---</td>
</tr>
<tr>
<td>Security</td>
<td>Trusted Platform Module</td>
<td>1</td>
</tr>
<tr>
<td>Ports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>USB 2.0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>USB 3.0</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Docking connector</td>
<td>docking connector with possibility to charge the NTB (not USB), source from docking station compatible with notebook</td>
<td>1</td>
</tr>
<tr>
<td>VGA</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>DisplayPort</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Stereo connector for earphones</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Connector on microphone</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Connector RJ-45</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Multi card reader</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>HD camera</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Expansion slots</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PCI Express x1</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>PCI Express x16</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>PCI or PCIe</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td>Spill-resistant</td>
<td>1</td>
</tr>
<tr>
<td>Type</td>
<td>US/SK, touchpad</td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Hold-off</td>
<td>endurance per one charging min. 9 hours in turn-on mode</td>
<td></td>
</tr>
<tr>
<td>Power source</td>
<td>AC adapter</td>
<td>1</td>
</tr>
<tr>
<td>Weight (maximum)</td>
<td>2,6kg</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Trusted Platform Module</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>At least 1 on the front panel</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>At least 1 on the front panel</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>USB</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>USB/SK</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PC source with min. 90% efficiency, active PFC</td>
<td>1</td>
</tr>
<tr>
<td><strong>Operation system</strong></td>
<td>Windows 10 Professional SK 64-bit pre-installed on HDD (OEM) with a valid licence</td>
<td>Windows 10 Professional SK 64-bit pre-installed on HDD (OEM) with a valid licence</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Drivers</strong></td>
<td>possible to be downloaded free of charge from the home page of the equipment manufacturer</td>
<td>possible to be downloaded free of charge from the home page of the equipment manufacturer</td>
</tr>
<tr>
<td><strong>Version</strong></td>
<td>metal hinges of display, spill-resistant keyboard</td>
<td>SFF desktop with possibility to place as a tower, metal box, horizontal height max. 11cm</td>
</tr>
<tr>
<td><strong>Management and security</strong></td>
<td>slot for safety lock against theft, TPM chip version 1.2, possibility to secure the access to BIOS with password</td>
<td>Integrated TPM chip version 1.2, slot for safety lock enabling locking the device in the workplace, possibility to turn off the individual input-output ports directly in BIOS, possibility to secure the access to BIOS with password</td>
</tr>
<tr>
<td><strong>Docking station</strong></td>
<td>Fully operable docking station with AC adapter 90W, fully compatible with the supplied NTB. (not Port Replicator). Colour: black, silver. Interfaces: 1x VGA/DVI, 1x DP/HDMI, 1x LAN(RJ45), 4x USB, Earphones/Microphone</td>
<td>1</td>
</tr>
<tr>
<td><strong>Notebook briefcase</strong></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Warranty</strong></td>
<td>36 months, including the battery, to be provided in the location of installation, with response max. on the next working day, warranty period</td>
<td>36 months, to be provided in the location of installation, with response max. on the next working day, warranty period guaranteed by the</td>
</tr>
</tbody>
</table>
Proposed minimal parameters of LCD monitors and PC mouse

<table>
<thead>
<tr>
<th>LCD monitor</th>
<th>Minimal parameter</th>
<th>Type</th>
<th>Pieces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diagonal length</td>
<td>24&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Display definition</td>
<td>1920×1200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brightness</td>
<td>250 cd/m²</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contrast</td>
<td>1000:01:00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viewing angles</td>
<td>178°H, 178°V</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surface of monitor</td>
<td>matte</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response speed</td>
<td>7 ms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Image technology</td>
<td>IPS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inputs:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DisplayPort</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VGA</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HDMI</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>USB</td>
<td>at least 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power</td>
<td>Max. consumption 0.5W in “stand-by” mode</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stand</td>
<td>Setting of angle of inclination -5 to +25°, setting of height at least 150mm, pivot by 90°</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>36 months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of conformity</td>
<td>Required</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### PC mouse

<table>
<thead>
<tr>
<th>Minimal parameter</th>
<th>Type</th>
<th>Pieces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of mouse</td>
<td>PC</td>
<td></td>
</tr>
<tr>
<td>Buttons</td>
<td>2 + scroll wheel</td>
<td></td>
</tr>
<tr>
<td>Tracking technology</td>
<td>Optical LED or laser</td>
<td></td>
</tr>
<tr>
<td>Connection</td>
<td>Wired mouse</td>
<td></td>
</tr>
<tr>
<td>Interface</td>
<td>USB</td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>24 months</td>
<td></td>
</tr>
</tbody>
</table>

### Keyboard

<table>
<thead>
<tr>
<th>Minimal parameter</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Keyboard type</td>
<td>USB Keyboard with Slovak keys from the PC manufacturer</td>
</tr>
<tr>
<td>Colour</td>
<td>grey, black, silver</td>
</tr>
<tr>
<td>Warranty</td>
<td>24 months</td>
</tr>
</tbody>
</table>

### 2.4. LEGISLATIVE REQUIREMENTS

None.

### 2.5. REQUIREMENTS FOR MATERIAL AND PRODUCTION

All delivered components and technological equipment shall be new and shall meet the design and specifications submitted by the Supplier and approved by the Purchaser.

### 2.6. REQUIREMENTS FOR OPERATION AND MAINTENANCE

The Supplier is responsible for supply of all equipment and shall also provide all related documentation (in line with Section 2.1).

The Supplier shall provide for the warranty services to be performed by domestic service technicians.
2.7. GENERAL AND SPECIFIC REQUIREMENTS FOR IDENTIFICATION, PACKAGING, TRANSPORT AND DELIVERY

Supplied equipment shall be marked as follows:

- Trade mark of the manufacturer,
- Serial number of the manufacturer,
- Date of manufacturing,
- Manufacturer’s country,
- Manufacturing type of the component.

Other requirements for identification, packaging and preservation shall be in compliance with STNs or European Union standards.

3. PROJECT IMPLEMENTATION

The Supplier shall proceed in accordance with milestones provided in the following table.

**Table 4: Project Milestones**

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Date of completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Supply of new equipment and documentation</td>
<td>EDC + 3 months</td>
</tr>
<tr>
<td>2. Taking-over of equipment, Issuance of the taking-over Protocol and Approval of the related documentation</td>
<td>EDC + 3.5 months</td>
</tr>
</tbody>
</table>

EDC – Effective Date of Contract

3.1. TECHNICAL DOCUMENTATION

The Supplier shall submit to the Purchaser reports and other documents specified in table No. 5 below. This table also contains the Time schedule for submission as well as language of documents and required number of copies.

Documentation shall be delivered in Slovak language and submitted to the Purchaser.
Table 5: Technical documentation submitted by the Supplier

<table>
<thead>
<tr>
<th>Title of the documentation</th>
<th>Date of delivery</th>
<th>Number of printed copies ENG/SK</th>
</tr>
</thead>
<tbody>
<tr>
<td>To be delivered: related documentation (taking-over protocols, technical terms and conditions of delivery of equipment, operation and maintenance manuals, etc.)</td>
<td>EDC + 3 months</td>
<td>1/1</td>
</tr>
</tbody>
</table>

EDC – Effective Date of Contract

4. CODES, STANDARDS AND CERTIFICATION

4.1. CODES AND STANDARDS

- For the purposes of this contract, relevant Slovak technical standards shall be applied (STN).
- Upon agreement with the Purchaser, international standards/directives and recommended approaches, or other equivalent standards and regulations may be applied if their requirements are equal to, or stricter than those set forth in Item 1 of this Section; should the case arise, the Supplier shall provide to the Purchaser a proof of equivalence. The expenses for such demonstration of equivalence shall be borne by the Supplier.
- Equipment shall be coded by the certification symbol (CE).

4.2. CERTIFICATION OF GOODS

- Any safety relevant material or equipment to be supplied to JAVYS, a.s. shall be certified. The Certification is performed by the relevant state authorities. The compliance of the to-be-supplied equipment’s characteristics with the specific requirements of the Slovak Republic shall be checked at the stage of certification.
- The certification is performed in accordance with the Act No.142/2000 on Metrology as amended, electrical equipment pursuant to the Ordinance of Government of the SR No. 148/2016 Coll. on making the electrical equipment intended for use within certain voltage limits accessible in the market.
- Similarly, crucial for certification is also the Act No. 56/2018 Coll. on conformity assessment, on making the specific product accessible in the market and on amendments and supplements to certain Acts.
5. TAKING-OVER PROCEDURE

5.1. TAKING-OVER

The Purchaser shall consider the Deliverable as taken over if it is approved that:
- Deliverable was accepted pursuant to the Contract, including the matters set forth in section 3 (Table 4 Project milestones).
- Supplier delivered all documents in accordance with the section 3.1 (Table 5 Technical documentation submitted by the Supplier).

6. REFERENCES

[1] Act No. 56/2018 Coll. on conformity assessment, on making the specific product accessible in the market and on amendments and supplements to certain Acts.
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI.ii Delivery and Completion Schedule
DELIVERY AND COMPLETION SCHEDULE

The following Delivery and Completion Schedule shall be filled by the Tenderer, including time for commencement of each activity as from the Effective Date of the Contract (EDC) and days to complete each activity from start date.

<table>
<thead>
<tr>
<th>ACTIVITY / TASK</th>
<th>Start Date (EDC + days)</th>
<th>Days of duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Technical Documentation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• related documentation (taking-over protocols, technical terms and conditions of delivery of equipment, operation and maintenance manuals)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Delivery of the Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Supply of new equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Warranty (Business NTB, PC DESKTOP and LCD monitor)</td>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>• Warranty (PC mouse and keyboard)</td>
<td>2 years</td>
<td></td>
</tr>
<tr>
<td>• Period for repair or replacement</td>
<td>within 14 days</td>
<td></td>
</tr>
</tbody>
</table>
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI.iii

Drawings and other documentation
Drawings and other documentation

Shall not apply (drawings are not necessary to elaborate a Tender).
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI.iv  QA and QC Surveillance Requirements
QA and QC Surveillance Requirements

Shall not apply
TENDER DOCUMENTS

D19.1

UPGRADE OF PMU HARDWARE EQUIPMENT

Section VI.v

Safety and Technical Conditions
(valid from February 19, 2018)
SAFETY AND TECHNICAL CONDITIONS

of
Jadrová a výraďovacia spoločnost, a. s., Bratislava (hereinafter referred to as “JAVYS”)
(hereinafter referred to as “Safety and Technical Conditions”)

1. INTRODUCTION

In order to ensure nuclear safety, radiation protection, physical protection of nuclear facilities, nuclear materials and radioactive waste (RAW) with an objective to prevent unauthorized activities with nuclear facilities, nuclear materials or radioactive waste, in particular to prevent their abuse or intentional damage, endangering of the environment, health and life of JAVYS personnel, Suppliers’ personnel and population as well as damage to the property, each Supplier shall be obliged to accept and follow these Safety and Technical Conditions, enforcing meeting the requirements of Slovak legislation and related internal regulations of Jadrová a výraďovacia spoločnost, a.s. (JAVYS) and Slovenské elektrárne, a.s. – NPP Mochovce (SE-EMO). Company JAVYS has a programme of criminal liability prevention in place. This programme was adopted by company JAVYS for the purposes of preventing the criminal law liability of company JAVYS as a legal entity and it is applied also in relation to the Suppliers.

2. DEFINITIONS

2.1 JAVYS site – a fenced, guarded area owned by the Purchaser in which nuclear power plants V1, A1 and processing facilities of Facility for treatment and conditioning of RAW (TSÚ RAO) and Interim spent fuel storage (ISFS) and Interim storage of RAW (IS RAW) in Jaslovské Bohunice are located, or other buildings of the Purchaser irrespective of location; the access of persons and vehicles is allowed only through control standpoints guarded by the security service personnel.

2.2 SUPPLIER – a legal entity or natural person whom a contract for delivery of a subject of performance was awarded to. In a particular contract, the Supplier may be referred to also as a supplier, seller, etc. The Supplier shall perform services under the contract usually by means of persons who are in a labour relation or other legal relation to the Supplier (hereinafter referred to as Suppliers’ personnel).

Obligations specified in these “Safety and Technical Conditions” shall be observed by the Supplier/Supplier and are to be applied also to their Sub-Suppliers/Sub-Suppliers.

2.3 PURCHASER – JAVYS, a.s.
Tomášikova 22
821 02 Bratislava
2.4 **SUPPLIER'S COMPETENCE** – a collection of authorizations, certificates and other documents proving the Supplier's capability to fulfil these Safety and Technical Conditions.

2.5. **RELIABILITY AND INTEGRITY OF PERSONS** – a reliable person and a person of integrity is not considered to be he/she who:
- has been lawfully convicted of a premeditated criminal offence or a criminal offence committed by negligence if such a conviction has not been expunged,
- provably consumes alcoholic beverages,
- abuses narcotic drugs, psychotropic substances or other chemical substances, the consumption of which may result in addiction,
- was, in past three years, sanctioned for severe violation of physical protection measures and his/her identification card authorizing him/her to access the JAVYS and SE EMO site was withdrawn.

2.6 **SAFETY AND TECHNICAL CONDITIONS** – Supplier's capabilities and a collection of requirements and conditions to be fulfilled by the Supplier when delivering goods or services or performing works for the Purchaser and sanctions for their violation that are to be accepted by the Supplier.

2.7 **CONTROLLED AREA** – workplace premises with the sources of ionizing radiation in which special protective measures are to be observed including controlled access.

2.8 **GENERAL COMPETENCE OF AN EMPLOYEE** – knowledge of internal security regulations to be observed by third persons staying and performing activities in JAVYS.

2.9 **CERTIFICATE OF EMPLOYEE'S PROFESSIONAL COMPETENCE** – a document issued by a trainer (a relevant department of the Purchaser or VUJE a.s.) certifying that third persons (Suppliers' personnel) have completed a training and proving a general competence in the extent required by a directive LŽ/VP/SM-03 – Školenia z BOZP, OPP, ISM, FO, HPP a RO pre zamestnancov, dodávateľov a spolupracujúce osoby (Training on occupational health and safety, personal protective equipment, integrated management system, physical protection, emergency operational procedures and radiation protection for employees, suppliers and cooperating persons).

2.10 **EMPLOYEE'S PSYCHOLOGICAL COMPETENCE** – employee's competence to cope with demands of work and to fulfil tasks required by work under both normal and abnormal situations and operating states without adverse effects on the employee's mental conditions. The outcome of the examination of the employee's mental competence is a psychological assessment (a record of his/her psychological examination, a certificate of his/her mental working competence or a report of his/her psychological examination), obtained as a result of comparing the person's capabilities, personality characteristics and
condition of his/her neuropsychological processes with requirements imposed upon the person by the profession he/she is supposed to practice.

2.11 ASSESSMENT OF EMPLOYEE’S MENTAL COMPETENCE – a document issued by the Purchaser’s psychological workplace confirming mental competence of a Supplier’s employee.

2.12 IDENTIFICATION CARD – a card issued by JAVYS or SE-EMO authorizing its holder to enter the JAVYS or SE-EMO site and provided with necessary identification elements enabling the holder to be visually controlled and allowing him/her to operate an automatic check-point. The identification card is non-assignable and issued for a particular person only. The identification card is the property of JAVYS or SE. Every person is obliged to wear the identification card visibly while being on site.

2.13 OTHER NARCOTICS – these include narcotic drugs, psychotropic substances or other chemical substances, the consumption of which may result in addiction.

3. LIABILITY FOR COMPETENCE VERIFICATION

*It is the Purchaser that shall be liable for verification of Supplier’s competence.*

On the basis of the Supplier’s competence verification, the Purchaser shall grant authorisation to enter or drive in to the guarded, the protected or the internal area.

The verification of competence applies to all persons who enter the JAVYS site. The verification of employee’s reliability and integrity shall be ensured by the Supplier according to the regulations of the company and Item 2.5 of these *Safety and Technical Conditions*.

The Supplier shall be liable also for verification of integrity of its Supplier’s (subSupplier’s) personnel.

4. LIABILITY FOR INSTRUCTION ON COMPETENCE

a) The Supplier sending its personnel for work to the Purchaser’s premises shall be liable for instructing them on documents regulating the regime protection of JAVYS and SE-EMO.

b) The regime protection is addresses in the following documents:

- BZ/ON/SM-01 Režimové opatrenia fyzickej ochrany (Regime measures of area protection)
- BZ/ON/SM-02 Prenos a prevoz vecí a materiálu cez vrátnice (Transfer and transport of objects and material through the gates)
A. SUPPLIER’S RIGHTS AND OBLIGATIONS

A.1 The Supplier may entrust the work to be performed under the contract only to employees that are fit and professionally qualified, of integrity and mentally competent in case of entering the protected or internal area.

A.2 Before starting the works, the Supplier shall submit to the Purchaser the authorization and certificate enabling him to perform activities, abstract from the criminal record registry and document on psychological examination of his employees.

Foreigner, when arranging the access permit to the site of company JAVYS, shall submit abstract from the criminal records or certificate (declaration) of good conduct to document the integrity and competence, usual for these purposes in the sending country. If the certificate of good conduct for the foreigner is issued by his/her Purchaser, this document shall also be verified by the relevant consulate in the Slovak Republic or the certificate of good conduct shall be issued by the relevant consulate in the Slovak Republic upon request. The document shall be translated into Slovak and officially certified.

The Purchaser reserves the right to assess whether the submitted abstract from the criminal records registry and other documents meet the requirements for the criminal integrity and may request the Supplier to submit/complete the documents.

If referring to cases specified under par. 7b, section 5 of the Act No. 82/2005 Coll. on illegal work and on illegal employment and on Amendments and Supplements to certain Acts as amended, i.e. transboundary provision of services for a period exceeding five (5) days within a period of 12 months from the first provision of service or domestic or transboundary supply of works, the Purchaser shall perform inspection of illegal employment in line with par. 7b, section 6 of the afore-mentioned Act. In this case, prior to commencement of activities, the Supplier is obliged to submit the declaration on compliance with the Act No. 82/2005 Coll. as amended to the Purchaser in line with the Contract (its template is provided in the procedure of the Purchaser BZ/ON/SM-01 Regime measures of physical protection), including the list of natural persons by means of which the activities for the Purchaser are to be performed and their personal data, particularly the name, surname, date of birth, address, nationality, data based on which legal relation the natural person perform works for them (Employment contract, Agreement to perform work, Trade license and so on), when the Employment contract was concluded and also stating whether the obligations regarding the registration of the employee in the Social Insurance Agency have been complied with and when this occurred.

In this case, upon request of the Purchaser, the Supplier is obliged to immediately submit the documents demonstrating the legal relation, based on which the natural person performs works for them (Employment contract, Agreement and so on), document on registration of the natural person in the Social Insurance Agency and in necessary scope also other documents and personal data of the natural persons by means of which works are to be supplied or services are to be provided and which are
necessary for the Purchaser to be able to check, whether the Supplier has not violated the prohibition of illegal employment. Violation of the prohibition of illegal employment at the Supplier’s or Sub-Supplier’s is considered a material breach of the Contract. The Supplier shall immediately report any change in data submitted to the Purchaser, even temporary, to the Purchaser.

A.3 The Supplier shall be obliged to complete a training for works that are to be performed in the nuclear facility in accordance with directive LZ/VP/SM-03 - Školenia z BOZP, OPP, ISM, FO, HPP a RO pre zaměstnancov, dodávatel'ov a spolupracujúce osoby (Training on occupational health and safety, personal protective equipment, integrated management system, physical protection, emergency operational procedures and radiation protection for employees, suppliers and cooperating persons). After successful completion, the Supplier shall obtain a "Certificate", proving the general competence for entry and performance of the activities in JAVYS and the Supplier shall submit this certificate to the Purchaser before starting the works. The Supplier’s failure to submit this certificate may be the reason for withdrawal from the Contract.

A.4 The Supplier shall ensure the participation of his personnel in an extra training on a date specified by JAVYS.

A.5 The Supplier shall observe principles and perform duties established in internal documents JAVYS, mainly 8-PLN-002 “Vnútorný havarijný plán pre JZ JAVYS, a.s. v lokalite Bohunice” (On-site Emergency Plan for Nuclear Facility JAVYS, a.s. at Bohunice site), 16-PLN-001 „Vnútorný havarijný plán JZ IS RAO“ (On-site Emergency Plan for Nuclear Facility of IS RAW), 8-PLN-014 Vnútorný havarijný plán SE-EBO (On-site Emergency Plan for Nuclear Facility of SE-EBO), 8-PLN-015 “Vnútorný havarijný plán SE-EMO” (On-site Emergency Plan for Nuclear Facility of SE-EMO) and “Plán zdravotníckych opatrení SE-EMO” (Plan of Health Measures of SE-EMO), 11-PLN-001 “Vnútorný havarijný plán JZ FS KRAO” (On-site Emergency Plan for Nuclear Facility of Liquid RAW Final Processing), 12-PLN-001 “Vnútorný havarijný plán JZ RU RAO v lokalite Mochovce” (On-site Emergency Plan for Nuclear Facility of NRR at Mochovce Site), 8-PLN-016 “Plán evakuácie v JAVYS, a.s.” (Evacuation Plan in JAVYS, a.s.), if the subject matter of the Contract is the transport of radioactive materials (RM) as well as relevant Emergency transport order. In case of any event, emergency event and emergency situation at any nuclear facility during performance of activities pursuant to the Contract, the Supplier shall be obliged to follow instructions of the Emergency Board or a relevant employee of JAVYS.

A.6 The Supplier’s personnel shall be obliged to respect safety labels and symbols used to identify warnings, instructions, prohibitions, as well as security state.

A.7 At the latest during the hand-over of the site or workplace, the Supplier shall be obliged to submit permission of trained managers for work. Permission is necessary for the performance of works, integration into ARSOZ database of JAVYS, a.s., and thus enabling the issuance of safety order.

A.8 The Supplier shall be obliged to follow directives and procedures valid in JAVYS, a.s. or SE. Furthermore, he shall be obliged to follow the valid acts,
regulations, governmental decrees, STN standards related to the implementation of works or performance of the Contract.

5. DOCUMENTING THE COMPETENCE OF THE SUPPLIER AND SUPPLIER’S PERSONNEL

a) When arranging the access permissions, the Supplier shall be obliged to submit:
   - Application for issuance of temporary identification card,
   - Certificate of employee’s competence (to be issued by Employee Matters Department of the Purchaser or VUJE, a.s. Trnava) depending on character of the activities, works performed and workplace where the works are to be performed,
   - Assessment on mental competence of the Supplier’s employees supposed to perform the works within the JAVYS protected or internal area,
   - Clean abstract from the criminal records registry (not older than 3 months), or other documents in line with these Safety and Technical Conditions,
   - Personal data necessary to arrange the access permissions and performance of works in the JAVYS site,
   - In cases specified under par. 7b, section 5 of the Act No. 82/2005 Coll. on illegal work and on illegal employment and on Amendments and Supplements to certain Acts as amended also the declaration, data and documents in line with chapter 4, item A.2 of these Safety and Technical Conditions.

b) In connection with the performance of the activities which are subject to this contract, the Supplier shall be obliged to allow an inspection/check to be performed by regulatory authorities in all Supplier’s premises and facilities. The Supplier shall allow the performance of an audit of the Supplier’s Quality System by an auditor entrusted with this activity by the Purchaser. The Supplier shall be obliged to train his employees and the employees of his subSuppliers participating in works for JAVYS on the enactments mentioned below (acts, regulations, governmental decrees, JAVYS integrated management system documentation, etc.):
   - Labour Code (Act No. 311/2001 Coll. as amended) and related legal regulations
   - Act No. 124/2006 Coll. on safety and health protection at work and on amendments and supplements to certain Acts as amended
   - Act No. 82/2005 Coll. on illegal work and on illegal employment and on Amendments and Supplements to certain Acts as amended
   - Act No. 355/2007 Coll. on protection, support and development of public health and on amendments and supplements to certain Acts as amended
   - Act No. 87/2018 Coll. on radiation protection and on amendments and supplements to certain Acts
   - Governmental Decree No.396/2006 Coll. on minimum safety and health requirements of construction sites
   - Governmental Decree No.395/2006 Coll. on minimum requirements for provision and use of personal means of protection at work
The document contains a list of governmental decrees and regulations related to safety and technical conditions. These include:

- Governmental Decree No. 391/2006 Coll. on minimum safety and health requirements of the workplace
- Governmental Decree No. 392/2006 Coll. on minimum safety and health requirements for use of work equipment
- Governmental Decree No. 276/2006 Coll. on minimum safety and health requirements at work with display units
- Governmental Decree No. 387/2006 Coll. on requirements for assurance of occupational health and safety labelling, in wording of the Governmental Decree No. 104/2015 Coll.
- Governmental Decree No. 281/2006 Coll. on minimum safety and health requirements for manual handling of loads
- Governmental Decree No. 253/2006 Coll. on the protection of workers from risks related to exposure to asbestos
- Governmental Decree No. 355/2006 Coll. on health protection of workers from chemical factors exposition risks at work as amended
- Governmental Decree No. 356/2006 Coll. on health protection of employees against occupational risks related to the exposition to carcinogenic and mutagenic factors as amended
- Governmental Decree No. 83/2013 Coll. on personnel health protection against risks of exposure to biological factors at work
- Decree of the Ministry of Labour, Social Affairs and Family of the Slovak Republic No. 508/2009 Coll. establishing details of OSH with pressure, lifting, electrical and gas technical equipment and establishing technical equipment considered as special technical equipment as amended
- Decree of the Slovak Occupational Safety Office of the Slovak Republic No. 59/1982 Coll. on basic requirements for safety at work and of technical equipment as amended
- Decree of the Ministry of Labour, Social Affairs and Family of the Slovak Republic No. 147/2013 Coll. laying down details on assuring occupational safety and health in the construction work and work related hereto and details on the qualification to perform certain work activities as amended
- Act No. 314/2001 Coll. on Fire protection as amended
- Decree of the Ministry of Interior of the Slovak Republic No.121/2002 Coll. on fire prevention as amended
- Decree of the Ministry of Interior of the Slovak Republic No. 96/2004 Coll. stipulating principles of fire safety during handling and storage of flammable liquids, heavy heating oils and of vegetable and animal fats and oils
- Decree of the Ministry of Interior of the Slovak Republic No. 94/2004 Coll. stipulating technical requirements for fire safety during construction and use of buildings as amended
- Decree of the Ministry of Interior of the Slovak Republic No. 401/2007 Coll. on technical specifications and requirements for fire safety during installation and operation of fuel appliances, electric heaters and central heating equipment and during construction and use of chimneys and smoke flues, and on deadlines for cleaning and performing inspections thereof
- Decree of the Ministry of Environment of the Slovak Republic No. 100/2005 Coll., stipulating the details of handling of hazardous substances, on proper
 development of the emergency plan and on the procedure to face exceptional deterioration of water
- Decree of the Ministry of Interior of the Slovak Republic No. 124/2000 Coll. stipulating principles of fire safety during activities with flammable gases and combustible gases
- Decree of the Ministry of Interior of the Slovak Republic No. 628/2002 Coll., exercising some of the provisions of the Act No. 395/2002 Coll. on archives and registries as amended
- Act No. 215/2004 Coll. on protection of classified information and on amendments and supplements to certain Acts as amended
- Act No. 79/2015 Coll. on wastes and on amendments and supplements to certain Acts as amended
- Act No. 137/2010 Coll. on air as amended
- Act No. 128/2015 Coll. on prevention of major industrial accidents and on amendments and supplements to certain Acts
- Act No. 543/2002 Coll. on nature and landscape protection as amended
- Act No. 67/2010 Coll. on conditions of introduction of the chemical substances and chemical preparations to the market and on amendments and supplements to certain Acts (Chemical Act) as amended
- Act No. 122/2013 Coll. on personal data protection and on amendments and supplements to certain Acts as amended
- IMSM - Integrated Management System Manual
- Basic procedure BZ/KB/ZSM Classical Safety
- Procedure BZ/KB/SM-01 – Poskytovanie osobných ochranných prostriedkov (Provision of Personal Protective Working Equipment)
- Procedure BZ/KB/SM-02 – Hlásenie, evidencia, registrácia a odškodňovanie pracovných úrazov (Reporting, Evidence, Registration and Compensation of Occupational Accidents)
- Procedure BZ/KB/SM-06 – Organizácia bezpečnej práce (Organization of Safe Work)
- Procedure BZ/KB/SM-07 – Ochrana pred požiarmi (Fire Protection)
- Procedure BZ/KB/SM-08 – Spolupráca ZHÚ EBO a zmenového personálu JAVYS, a.s. (Cooperation of Plant Fire Brigade Unit and JAVYS shift personnel)
- Procedure BZ/ON/SM-01 – Režimové opatrenia fyzickej ochrany (Physical Protection Measures)
- Procedure BZ/ON/SM-02 – Prenos a prevoz vecí a materiálu cez vrátnice (Transfer and transport of objects and material through gates)
- Procedure BZ/ON/SM-03 – Ochrana klúčov (Protection of keys)
- Procedure BZ/ON/SM-07 – Ochrana osobných údajov (Personal data protection)
- Basic procedure BZ/OŽ/ZSM – Ochrana životného prostredia (Environmental protection)
- Procedure BZ/OŽ/SM-01 - Ochrana vôd, zaobchádzanie s nebezpečnými látkami a práca v aplikácii MCHL (Water protection, hazardous waste management and work in MCHL application)
- Procedure BZ/OŽ/SM-02 – Ochrana ovzdušia, prírody a krajiny (Air, nature and landscape protection)
- Procedure BZ/OŽ/SM-03 - Odpadové hospodárstvo (Waste management)
- Basic procedure RS/NE/ZSM – Riadenie nezhôd, nápravá činnosť a zlepšovanie (Incompliances management, corrective activity and improvement)
- Procedure RS/NE/SM-01 – Hlásenie a riešenie prevádzkových udalostí (Reporting and solving of operational events)
- Procedure RS/NE/SM-02 – Systém hlásenia a riešenia prevádzkových udalostí bez následkov (Reporting and solving of operational events without consequences)
- Basic procedure LS/DO/ZSM – Doprava (Transport)
- Procedure LZ/VP/SM-03 Školenia z BOZP, OPP, ISM, FO, HPP a RO pre zamestnancov, dodávateľov a spolupracujúce osoby (Training on occupational health and safety, personal protective equipment, integrated management system, physical protection, emergency operational procedures and radiation protection for employees, suppliers and cooperating persons).
- Procedure LZ/ZZ/SM-01 Postihy za porušenie pracovnej disciplíny a pracovného poriadku (Penalties for misconduct and work rules violation)
- Regulation 8-PLN-002 Vnútorný havarijný plán pre JZ JAVYS, a.s. v lokalite Bohunice (On-site Emergency Plan for Nuclear Facility JAVYS, a.s. at Bohunice site)
- Regulation 16-PLN-001 Vnútorný havarijný plán JZ IS RAO (On-site Emergency Plan for Nuclear Facility of IS RAW)
- Regulation 8-PLN-014 Vnútorný havarijný plán SE-EBO (On-site Emergency Plan for Nuclear Facility of SE-EBO)
- Regulation 11-PLN-001 Vnútorný havarijný plán JZ FS KRAO (On-site Emergency Plan for Nuclear Facility of Liquid RAW Final Processing)
- Regulation 12-PLN-001 Vnútorný havarijný plán JZ RU RAO (On-site Emergency Plan for Nuclear Facility of NRR at Mochovce Site)
- Regulation 8-PLN-015 Vnútorný havarijný plán SE-EMO (On-site Emergency Plan for Nuclear Facility SE-EMO) and Plán zdravotníckych opatrení SE-EMO (Plan of Health Measures of SE-EMO)
- Regulation 8-PLN-001 – Plán zdravotníckych opatrení JAVYS, a.s. (Plan of Health Measures of JAVYS, a.s.)
- Regulation 8-PLN-016 Plán evakuácie v JAVYS, a.s. (Evacuation Plan in JAVYS, a.s.)
- Regulation Havarijnný dopravný poriadok (Emergency Transport Order), only if the subject matter of the Contract is the transport of radioactive materials.
- Regulation 8-PLN-010 – Plán havarijnych opatrení proti znečisteniu povrchových a podzemných vôd v JAVYS, a.s. v lokalite Jaslovské Bohunice (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution in JAVYS at Bohunice site)
- Regulation 11-PLN-002 – Plán havarijnych opatrení proti znečisteniu povrchových a podzemných vôd pre prevádzku JZ FS KRAO Mochovce (Plan...
of Emergency Measures against Pollution of Surface and Ground Waters for the Operation of Facility of Liquid RAW Final Processing in Mochovce).

The Supplier shall elaborate a record on training in a relevant log (See Chapter 11.), stating the list of all acts, regulations, governmental decrees and ISM documentation of JAVYS, addressed in the training, a list of trainees and their signatures confirming that they have completed a training and understood the training. The scope of training may be specified by the Purchaser depending on the scope and nature of activities to be performed by the Supplier.

*Note:* For the purposes of these Safety and Technical Conditions, all enactments set out therein (acts, regulations, governmental decrees, procedures, etc.), if amended, are always understood in their current wording – i.e. as amended. In case of issuing a new procedure or replacing an original procedure by a new one, this new procedure shall be applied.

**The internal procedures of JAVYS for training shall be provided by the Purchaser (relevant department of the Purchaser)** who initiated the conclusion of the contract with relevant entity, under which it shall be provided with such a relevant procedure or preparation of the contractual relationship. The head of relevant department shall provide the external entity with an updated version of procedure if a new relevant procedure has been released (or updated) in accordance with the contract.

6. **OCCUPATIONAL HEALTH AND SAFETY, FIRE PROTECTION (OHS, FP)**

a) In the field of occupational health and safety and fire protection, the Supplier shall be obliged to ensure adherence to statutory provisions, provisions of generally binding legal regulations and internal procedures issued by Purchaser that the Supplier has been provably acquainted with.

b) The Supplier shall be obliged to perform the activities under this contract solely based on work orders (PPr) and respective Purchaser’s safety orders issued with them.

The Supplier shall be obliged to observe the safety conditions of contractual performances set forth in the following safety orders:

- R-order - for contractual performance in the environment with increased danger of obtaining doses from the ionizing environment
- A-permission - for contractual performance affecting AKOBOJE (automatic nuclear power plant protection and security checking) systems
- AB-permission to cross permanently locked gates
- Z-order - an order for tagging out machinery equipment for safe contractual performance
- B-order - for contractual performance on electrical equipment and in its vicinity
- PO-order for contractual performance with increased danger of fire and contractual performance with open fire (grinding, cutting, welding) issued pursuant to Decree No.121/2002 Coll. on fire prevention
M-order for contractual performance authorizing to carry out unplanned and non-standard handling of operational equipment. The Purchaser shall issue the safety orders set out within this item within the system of preparation of the workplace equipment for safe performance of contractual performance. The Supplier shall be not entitled to commence the contractual performance without the above-mentioned safety documents and without the awareness of the authorized Purchaser’s employee.

c) Compliance with obligations resulting from Items 6.a) and 6.b) may be inspected by the Purchaser’s employees in the following positions:
- Director of a division
- Head of section
- Head of Shift Operation (division 2000)
- V1 operation technician – Head of a shift (division 3000)
- Head of a department
- Project manager
- Technical supervision
- Foreman
- Technologist
- Authorized employees of environmental protection department
- Security service technician
- Fire protection technician
- Authorized employees of the radiation protection department and employees of security service for the specified scope of Supplier’s personnel control.

d) The Supplier that has provably taken over a workplace in JAVYS, shall employ an authorized fire protection technician having a valid certificate of professional qualification pursuant to Regulation No. 121/2002 Coll., who will perform tasks of the fire protection for the Supplier in the taken-over premises in the JAVYS site pursuant to the Act No. 314/2001 Coll. on fire protection, if not otherwise agreed. In case of the investment project (IPR), a workplace shall be at all times handed-over/taken-over by a hand-over/take-over protocol. The above stated task may be provided by a professional company under a contract for work as a contractual service provided that the company observes the principles of impartiality and the conditions set forth in the first section. In case the Supplier intends to locate temporarily (or permanently) his technological devices or building structures (UNIMO structures, etc.) in the JAVYS site, the Supplier shall be obliged to ask the Protection and Safety-Technical Services department (5220) in writing to provide their statement in advance. The contract on location of the aforementioned devices and structures shall define the way of the fire protection in these structures (e.g. performance of and intervals of preventive fire protection inspections, inspection of fire extinguishers, connection to utility services, etc.).

e) Each Supplier mentioned under Item d), shall send to the Purchaser “Certificate of professional qualification” of its fire protection technician who will perform fire protection tasks in the JAVYS premises. The Purchaser shall send a copy of the certificate to department 5220.

f) The Supplier shall be obliged to follow the procedures and principles of occupational safety and health and fire protection in the premises of the
Purchaser; the Purchaser shall be obliged to provably familiarize the Supplier with the relevant regulations and principles at workplace hand-over/take-over as well as with the principles of coordination in relation to the activity to be performed in the premises (getting familiar with risks and threats, prohibitions, safe premises, special regime, etc.).

g) Supplier shall be obliged to perform his activities in terms of elaborated and approved working procedures, with elaborated written document on impact assessment in all activities performed by employees. The Supplier shall notify the Purchaser on the risks to the occupational health and safety and fire protection resulting from the activity to be performed by the Supplier in the premises of the Purchaser.

h) The Supplier’s contract shall include also a written agreement specifying who (JAVYS or the Supplier) shall be responsible for provision of conditions in accordance with the occupational safety and health principles in shared workplaces and in what scope (§18 Sect.1 of the Act No.124/2006 Coll., as amended).

i) In the provably taken-over workplace, it is the Supplier that shall be fully responsible for observance of the occupational safety and health and fire protection procedures.

j) The Supplier shall be responsible for health capability and the qualification of its personnel. Approval of documents on professional qualification of Supplier´s employees or Supplier from the member state territory of the European Union or from the third state is amended by the Act No. 422/2015 Coll. on recognition of diplomas and on recognition of professional qualification and on amendments and supplements to certain Acts.

k) The Supplier shall be obliged to observe his liability to notify relevant authorities of emergency situations (injuries, accidents, fire, etc.); the Supplier shall immediately notify the Purchaser of such events – Protection and Safety-Technical Services department (5220) to enable an impartial investigation.

l) The Supplier’s employees shall respect the safety labels and symbols to identify warnings, instructions as well as security status.

**IN CASE OF FIRE CALL!**

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant fire brigade</td>
<td>2222, 3344</td>
</tr>
<tr>
<td>Police</td>
<td>3333</td>
</tr>
<tr>
<td>Emergency health service</td>
<td>2570, 2560</td>
</tr>
<tr>
<td>V1 operation technician – head of a shift</td>
<td>2010, 2013, 0910 834 450</td>
</tr>
<tr>
<td>Head of Shift Operation (division 2000)</td>
<td>6666, 6677, 0910 834 350</td>
</tr>
<tr>
<td>Head of Protection and TSS Department</td>
<td>3471</td>
</tr>
<tr>
<td>In case of an accident at work, it is necessary to notify the department 5220 – tel. no. 2159, 6779, 4523.</td>
<td></td>
</tr>
</tbody>
</table>

m) The Supplier shall be obliged to secure the observance of the restriction of alcoholic beverages consumption and other drugs by his personnel in the JAVYS site.

n) In case of a change of his personnel (the number is increased, groups are exchanged, etc.), the Supplier shall be obliged to instruct the personnel in the extent the Supplier has been instructed by the Purchaser at the workplace hand-over/take-over; the same liability of the Supplier applies also to his subSuppliers.
The Supplier shall be fully responsible for observing the occupational health and safety and fire protection principles at works performed by this personnel.

o) A relevant department of the Purchaser shall brief the representative of the Supplier at the site in occupational safety and health protection.

p) The briefing according to Item o) shall be performed in line with internal instructions of the Purchaser with regard to the character of works to be performed by the Supplier in the JAVYS premises.

r) The Supplier shall be obliged to ensure cleanliness and order at the workplaces.

s) The Supplier shall be obliged to ensure the use of safety helmets and prescribed personal protective equipment by Supplier’s personnel in the specified premises and during the specified activities in accordance with procedure BZ/KB/SM-01 - Poskytovanie osobných ochranných prostriedkov (Provision of personal protective working equipment).

t) The Supplier shall be obliged to ensure that the Supplier’s personnel stays only at the workplace where the works are performed and services are provided for the Purchaser under the contract.

u) If the Supplier deviates from the programme of works, in case of failure to comply with the procedures agreed, failure to meet the qualification requirements of the Supplier’s employees, failure to comply with specific quantities, activity and properties of produced RAW, events at the facility and so on, the Purchaser may instruct the Supplier to put the equipment into safe state in any phase of the project implementation or the Purchaser shall take over the equipment from the Supplier and put it into safe state on his own. In this case, putting the equipment into safe state means preventing the spread of contamination and leakage of fluids into working environment and environment, preventing further irradiation of employees, preventing production of undesirable quantity of RAW or production of non-disposable RAW with higher activity or preventing any other hazardous impacts.

7. ENVIRONMENTAL PROTECTION AND ENVIRONMENTAL MANAGEMENT SYSTEM

The Supplier shall be obliged:

a) to meet the Purchaser’s requirements for environmental protection resulting from the environmental management system, i.e. to perform works and activities with impacts on the environment in accordance with the requirements of legal regulations and internal Purchaser’s documents referred to in Item 5.b) of the present Safety and Technical Conditions that the Supplier has been provably familiarized with before starting the works under the contract.

b) to observe legal regulations valid in the area of waste management, water protection and air protection and handling with chemical substances and mixtures and generally binding legal regulations on environmental protection and to prevent pollution of, and damage to the environment.

If, when performing activities, the Supplier fails to meet obligations established by legal regulations for the environmental protection and causes material damage to the Purchaser, the Supplier shall be obliged to compensate for the damage.

If, as a result of the aforementioned Supplier’s failure to meet the obligations in the field of the environmental protection, financial sanctions are imposed by a
competent state administration authority, the Supplier shall be obliged to reimburse the sanctions.

c) before starting the contract performance, identify major impacts on the environment that result or may result from Supplier’s activities. The identified impacts, developed in accordance with Appendix 1 of these Safety and Technical Conditions - “List of Environmental Impacts” - shall be handed over by the Supplier to the Purchaser’s employee authorized to negotiate technical issues, who will then ensure its saving in relevant expert department of the Purchaser.

d) before starting the contract performance, to get familiarized with the JAVYS Environmental objectives within the training of the third persons – procedure RS/IR/SM-02: Environmental aspects and objectives management. Training is part of the on-the-job training on current work and safety-related risks specific for the particular type of work and workplace. The Purchaser’s representative shall make a record regarding the training provided in the Record book of Occupational Health & Safety and Personal Protective Equipment to be confirmed by employees of the Supplier participating in the training with their signatures.

e) to observe:

- the waste management procedures in accordance with Act 79/2015 Coll. on wastes and on amendments and supplements to certain Acts as amended and procedure BZ/OŽ/SM-03 Odpadové hospodářstvo (Waste management)
- the water management procedures pursuant to the Act No. 364/2004 Coll. on waters as amended, Decree No. 100/2005 Coll., stipulating the details of handling of hazardous substances, on proper development of the emergency plan and on the procedure to face exceptional deterioration of water and internal regulations 8-PLN-010 – Plán havarijních opatrení proti znečištění povrchových a podzemních vod v JAVYS, a.s. v lokalitě Jaslovské Bohunice (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution in JAVYS, a.s. at Bohunice site), 11-PLN-002 - Plán havarijních opatrení proti znečištění povrchových a podzemních vod pre prevádzku JZ FS KRAO Mochovce (Plan of Emergency Measures to Prevent Surface Water and Groundwater Pollution for the Operation of Facility of Liquid RAW Final Processing in Mochovce).

f) before the commencement of the works performance, to submit to the Purchaser the list of chemical substances and mixtures, which shall be used within his activities (the list shall include the name of the chemical substance, unit of measure, package and maximal quantity to be located on site of company JAVYS, a.s.), and to submit the last version of the Card of Safety Data according to Act No. 67/2010 Coll. on conditions of introduction of the chemical substances and chemical preparations to the market and on amendments and supplements to certain Acts (Chemical Act) as amended (chemicals also include the pesticides, preparations for disinfection, disinsectisation and disinfestation, decreasing agents, coatings etc.) to the chemicals being in use,

g) to perform each delivery of chemical substances or chemical mixtures pursuant to the Act No. 67/2010 Coll., i.e. information on the packing shall be in Slovak language (§3 and §4) and actual Card of Safety Data in Slovak language (§6) shall be attached to each delivery of chemical substance or mixture. The Card of Safety Data shall be provided in hard copy and electronic form (electronically
sent to Purchaser as min. 1 day ahead the delivery). Otherwise, the delivery shall be considered incomplete and will not be accepted by Purchaser.

h) **to handle** hazardous substances (oils and oil products, chemicals, etc.) in accordance with requirements of the Decree of the Ministry of Environment of the Slovak Republic No. 100/2005 Coll., stipulating the details of handling of hazardous substances, on proper development of the emergency plan and on the procedure to face exceptional deterioration of water and Act No. 364/2004 Coll. on waters as amended at specified areas so as to prevent endangering and pollution of waters.

i) **to prevent** extraordinary deterioration and endangering the quality of water or related environment and in case this happens, **to notify the on-site fire brigade (ext. 2222)** and subsequently the Purchaser.

j) **to prevent** waste generation and **to reduce** its production.

k) **if, in connection with the contract performance, waste generation is anticipated,** **to classify** the waste according to Decree 365/2015 Coll. that lays down the Catalogue of Wastes and **to submit** the classification in writing or in electronic format to the JAVYS waste management system engineer technician within 10 days after the waste generation.

l) **to collect** waste classified according to the waste types and **to protect** them against degradation or another undesirable release, **to collect** separately dangerous wastes according to waste types and **to identify** them as required.

m) **if the contract includes also Supplier’s liability of waste reuse/recycle or disposal,** **to submit** to the Purchaser, according to Act 79/2015 Coll. on waste a copy of Supplier’s authorization for reuse/recycle or disposal of wastes or a copy of such an authorization of another entity that will perform these activities for the Supplier. In case of dangerous waste transportation from JAVYS to the place of its reuse/recycle or disposal, **to submit** a copy of a valid permission for dangerous waste transportation of the concerned transport operator.

n) **waste that provides financial income for company JAVYS, a.s.** (the list thereof constitutes part of the present article) and that is produced during the Supplier’s activity at JAVYS facilities and structures and which was prior to its production part of the technological or construction facility, shall be handed over for further management to company JAVYS, a.s.

- 12 01 19 – machine oil biologically easily decomposable
- 13 01 11 – synthetic hydraulic oils
- 13 01 12 – biologically easily decomposable oils
- 13 01 13 – other hydraulic oils
- 13 02 05 – non-chlorinated mineral engine, gear and lubricating oils
- 13 02 06 – synthetic engine, gear and mineral oils
- 13 02 07 – biologically easily decomposable, synthetic engine, gear and lubricating oils
- 13 02 08 – other engine, gear and lubricating oils
- 13 03 08 – synthetic isolating and cooling oils
- 13 03 09 – biologically easily decomposable isolating and cooling oils
- 13 03 10 – other isolating and cooling oils
- 13 07 01 – furnace oils and diesel fuel
- 13 07 02 – petrol
- 13 07 03 – other fuels (mixtures included)
- 15 01 01 – corrugated cardboard, assorted paper
- 15 01 02 – plastic PET packages
- 17 04 01 – copper, bronze, brass
- 17 04 02 – aluminium
- 17 04 03 – lead
- 17 04 05 – iron and steel
- 17 04 11 – copper and aluminium cables

o) **to manage** waste generated by Supplier’s own activities from materials and raw materials delivered to the JAVYS site (as a waste producer) in accordance with valid legal regulations applicable to wastes and **to accept** consequences for his failure to meet the requirements of Act 79/2015 Coll. on waste and its executive regulations:
   - Decree No. 365/2015 Coll. that lays down the Catalogue of Wastes
   - Decree No. 366/2015 Coll. on mandatory evidence and reporting obligations in wording of the Decree No. 246/2017 Coll.

   The Supplier shall **notify** in writing the relevant JAVYS inspection and the waste management system engineer technician of the production of wastes resulting from Supplier’s own activities.

p) **as a waste producer, to dispose** of all waste at Supplier’s own expenses. Regarding the waste to be disposed by a Supplier as a waste producer under the contract, the Purchaser shall be provided with documents proving that all waste has been removed from the JAVYS site, including the information on which waste was recovered, which was disposed of and how was managed the waste generated by the Supplier’s own activities. In hazardous waste management, a copy of the page 4 of Accompanying letter of hazardous waste shall be submitted in accordance with the Act No. 79/2015 Coll. These certificates will be handed over to the Purchaser by means of protocol.

q) **within the scope of workplace hand-over/take-over, to provide** the Purchaser with documents proving that individual types of waste have been transported away from the JAVYS site, including the information on which waste was recovered, which was disposed of and how was managed the waste generated by the Supplier’s own activities. In hazardous waste management, a copy of the page 4 of Accompanying letter of hazardous waste shall be submitted in accordance with the Act No. 79/2015 Coll. These certificates will be handed over to the Purchaser by means of protocol. A record on the equipment/workplace hand-over/take-over shall be made by both parties.

r) **If the Works are not completed or if the performance of the Contract is not completed by 31.December of the relevant calendar year, it is necessary to provide summary information on transport of individual types of wastes from the site of JAVYS, a.s. by protocol to 1.January of the following year, with identification, which waste has been valuated, which waste has been disposed of and how the waste produced by own activity was managed. When managing the hazardous waste, it is also required to submit the copy of the Appendix 4 of SLNO (Accompanying letter of hazardous waste) pursuant to the Act No. 79/2015 Coll.

s) **to use** for Supplier’s activities only substances that do not endanger the ozone layer. Volatile substances may only be used based on Purchaser’s approval.
t) **to operate** and **maintain** used mechanisms, equipment and machinery in such technical conditions to prevent damage to the environment. If shortcomings are disclosed in this field, the Purchaser may suspend their operation or expel them from his premises.

8. **EMERGENCY PREPAREDNESS AND CIVIL PROTECTION**

a) As to emergency preparedness, the Supplier shall be obliged to ensure observance of laws, generally binding legal regulations and Purchaser’s internal regulations that the Supplier has probably been familiarized with.

b) The Supplier shall ensure participation of Supplier’s personnel who will perform activities under the contract in the JAVYS, Jadrová energetická spoločnosť Slovenska, a.s. (JESS) and Slovenské elektrárne, a.s (SE) site in the initial training and periodical training on the emergency preparedness. If the employees of the Supplier are present at site of company JAVYS, JESS and SE during declaration of the on-site emergency drill or cooperative emergency drill, the Supplier is obliged to ensure participation of his personnel in this emergency drill.

c) In case of the emergency event occurrence in line with the Act of the National Council of the Slovak Republic No. 42/1994 Coll. on civil protection of population in workplaces of JAVYS, the Supplier is obliged to immediately notify the Purchaser of the emergency occurrence.

d) The Supplier is forbidden to manipulate with equipment of the warning and notification system without written consent of the system operator.

e) The Supplier is obliged to immediately enable the entry and performance of service intervention to the warning and notification system equipment operator in the handed over workplace.

f) If the Supplier, by its activities, damages the warning and notification system of company JAVYS, a.s., the Supplier is obliged to put this system into its original condition at its own costs by means of a contractual partner of company JAVYS, a.s. providing the warning and notification system services and repairs.

9. **PHYSICAL PROTECTION**

a) Pursuant to the Act No. 541/2004 Coll. on peaceful use of nuclear energy (Atomic Act) natural persons that, with the Operator’s permission, stay in a nuclear facility or legal persons that perform activities related to the operation of the nuclear facility shall be obliged to meet the requirements of physical protection of nuclear facilities specified by the Operator and to fulfil resultant obligations.

b) The Supplier shall undertake to meet the requirements of physical protection, including requirements for permitting entries for persons and vehicles to JAVYS and to meet resultant obligations; in case of failure to meet the requirements or in case of breaching the obligations of physical protection, the Purchaser shall be entitled to apply sanctions for the failure.

c) The persons are allowed to enter the premises of company JAVYS, a.s. only for the purposes of performance of work activities in the period specified by the working hours schedule, while details and exceptions are stipulated by the internal regulations of company JAVYS, a.s. (particularly procedure BZ/ON/SM-01 – Regime measures of area protection/Režimové opatrenia fyzickej ochrany).
d) The Supplier shall submit to the Purchaser, no less than 2 working days before starting the works, an application for granting entry permissions for Supplier’s personnel and Supplier’s vehicles or technical means to the JAVYS site and buildings. Along with the application, the list of employees to perform the works and vehicles or technical means to be used during the performance of works shall be submitted. If the conditions have been met, the Purchaser will provide the authorization for the Supplier. In case the number of employees or technical means during the performance of works is more than 30% in comparison to the submitted and confirmed list, the Purchaser may ask within utility expenses for compensation for granting entry permissions and other permissions pursuant to the procedures: BZ/ON/SM-01 – Režimové opatrenie fyzickej ochrany (Regime measures of area protection), BZ/ON/SM-02 – Prenos a prevoz vecí a materiálu cez vrátnice (Transfer and transport of objects and material through the gates), BZ/RO/SM-01 - Pravidlá radiačnej ochrany (Rules of radiation protection), BZ/RO/SM-03 - Jednorazové povolenie vstupu do kontrolovaného pásma (Single permission to access to the controlled area) and BZ/RO/SM-04 - Povoľovanie a výkon prác na R-prikaz (Permission and performance of works on R-order).

e) The Supplier shall be responsible for theft or attempted theft of JAVYS property by Supplier’s personnel as well as by third persons performing activities for and on behalf of the Supplier in the JAVYS site.

f) The Supplier shall be responsible for adherence to the prohibition of alcohol or other narcotics by Supplier’s personnel before starting the works and during the works in the JAVYS site and at JAVYS detached workplaces.

g) The Purchaser or the entity performing physical protection of Purchaser’s premises may perform alcohol consumption or other narcotic drugs tests of Supplier’s personnel when accessing, being at or leaving the workplace. To enable the test, the Supplier shall allow the Purchaser to access the taken-over workplace. Process regarding the performance of test is specified in the procedure of the Purchaser ‘LZ/ZZ/SM-01 Postihy za porušenie pracovnej disciplíny a pracovného poriadku (Penalties for misconduct and work rules violation).

h) The Supplier shall be responsible for unauthorized dismantling of, or adjustment to, or manipulation with process equipment of physical protection performed wilfully by a Supplier’s employee or by a Supplier’s employee by order of his/her superior or Supplier’s management.

i) The Supplier shall undertake to observe the prohibition of bringing in things and items into the guarded JAVYS premises. It is prohibited to bring in the following to the guarded JAVYS premises:

- weapons, ammunition, explosives, explosive booby-trap systems;
- alcohol, narcotic and psychotropic substances;
- paralytic gases, electric paralyzers;
- cameras and movie cameras;
- all dangerous goods and substances that could endanger nuclear safety, physical protection, health or life of people and property of JAVYS, a.s.

The Supplier shall undertake to follow the rules on transfer and transport of objects and material through gates set in the procedure BZ/ON/SM-02 Prenos a...
prevoz vecí a materiálu cez vrátnice (Transfer and transport of objects and material through gates).

j) The driver of a motor vehicle shall be responsible for things in the motor vehicle he drives in the guarded JAVYS premises.

k) The Supplier shall be responsible for violation of special physical protection measures in the guarded premises and in the JAVYS protected area such as:
   - no entry and prohibition of any works in the AKOBOJE exclusion area without an "A permission";
   - prohibition of unauthorized manipulations with the AKOBOJE system equipment, manipulations with materials across the AKOBOJE fence and initiation of alarms;
   - disobedience of instructions of security service personnel;
   - physical (unarmed) assault of security service personnel;
   - prohibition of filming and photographing.

k) The Supplier shall be responsible for incorrect parking, failure to respect road signs and vehicle movement principles in accordance with rules specified in the Act 8/2009 Coll. on traffic on land communications and JAVYS procedures (particularly the procedure BZ/ON/SM-01 Režimové opatrenia fyzickej ochrany (Regime measures of area protection). These principles apply to all access roads owned or administered by JAVYS, places where shuttle transport buses and contracted or public transport buses turn round and guarded JAVYS premises as well as to prohibition of the blocking of access for emergency vehicles.

l) The Supplier shall be responsible that Supplier’s personnel will not allow access to the guarded JAVYS premises or protected area to third persons by giving them his/her own identification card or another card with a photograph.

m) The Supplier entering or exiting the JAVYS site (Jaslovské Bohunice site) with chemical substance or chemical mixture shall be obliged to have a valid electronic permit for chemicals issued (by the employee of company JAVYS, a.s.). The chemicals brought in or out of the site shall be accompanied by valid Card of Safety Data pursuant to § 6 of the Act No. 67/2010 Coll.

10. RADIATION PROTECTION

The Supplier’s employees may perform works in JAVYS controlled areas after meeting Professional and health competence conditions, after getting familiarized with the following regulations which they are obliged to comply with:

BZ/RO/ZSM Radiačná ochrana (Radiation protection)
BZ/RO/SM-01 Pravidlá radiačnej ochrany (Rules of radiation protection)
BZ/RO/SM-02 Uplatňovanie princípu ALARA (Implementation of ALARA principle)
BZ/RO/SM-03 Jednorazové povolenie vstupu do kontrolovaného pásma (Single permission to access to the controlled area)
BZ/RO/SM-04 Povoľovanie a výkon prác na R-prikaz (Permission and performance of works on R-order)
BZ/RO/SM-05 Monitorovanie vonkajšieho a vnútorného ožiarenia osôb (Monitoring of external and internal exposure of persons)
BZ/RO/SM-06 Monitoring of the radiation situation in the objects located outside the controlled area
(Monitoring of the radiation situation in the objects located out of controlled area)

BZ/RO/SM-07 Distribution and evidence of irradiators, PKP and radioactive materials

BZ/RO/ZSM Radiation protection
Pursuant to this procedure, the Supplier shall be obliged to observe the rules of radiation protection in the controlled area, to submit data on irradiation for the purposes of issuing permission for the activities with the possibility of irradiation and to specify the dose reserve for the required period. The Supplier shall submit the aforementioned data to the Radiation Protection Department together with the application for issuing access to the controlled area.

BZ/RO/SM-01 Rules of radiation protection
This procedure describes the requirements of radiation protection imposed on Suppliers, who due to the presence in JAVYS site find themselves in the environment with the presence of ionizing radiation (controlled area - KP). It further describes organizational and technical measures for personnel protection, safe performance of radiation hazardous work, code of conduct and personal hygiene rules in the controlled area.

BZ/RO/SM-02 Implementation of ALARA principle
The Supplier shall follow this procedure mainly in the implementation of new technologies, new working procedures and works with increased radiation risk.

BZ/RO/SM-03 Single permission to access to the controlled area
This procedure describes a single access to the controlled area of the employees who do not comply with professional competence.

BZ/RO/SM-04 Permission and performance of works on R-order
All works in the JAVYS controlled area shall be performed by the Suppliers’ employees on R-order.

BZ/RO/SM-05 Monitoring of external and internal exposure of persons
Pursuant to this procedure Suppliers’ employees shall follow the conditions of using the means of individual health physics protection (dosimeters) according to the requirements of monitoring external exposure. Pursuant to this procedure, the Supplier shall make his employees to take part in monitoring of internal exposure (initial, regular, extraordinary, final).

BZ/RO/SM-06 Monitoring of the radiation situation in the objects located out of controlled area
The Supplier shall follow this procedure in handling the material produced during V1 NPP and A1 NPP decommissioning, investment activities, equipment repairs and disposal of property outside the controlled area in JAVYS, a.s. at Bohunice site.
BZ/RO/SM-07 Distribution and evidence of irradiators, PKP and radioactive materials
Suppliers’ employees shall follow this procedure chiefly in taking materials out of the controlled area, in transferring radioactive substances and emitters and in their shipping into or out of JAVYS site. At A1 NPP site, A1, TSÚ RAO, ISFS and NRR radiation protection department shall be invariably consulted in case of any land or demolishing works and shipping material out of the controlled area.

Works in the controlled area on R-order produce radioactive waste. After works on R-order are completed, Supplier’s employees shall meet the following procedures in managing RAW:
NO/RA/SM-07 Nakladanie s RAO a IRAO (Management of RAW and IRAW)
NO/RA/SM-07 Nakladanie s RAO z JZ V1 (Management of RAW from V1 NPP)

The above-mentioned obligations and other obligations resulting from the given procedures are in full extent applicable also to the employees of potential subSuppliers; however, the responsibility for failure to observe the duties shall be borne in full extent by the Supplier.

11. RECORDS OF PERFORMED WORKS AND SERVICES

Depending on the character of performed services and works, the Supplier shall be obliged to keep records in an erection, site or work log (hereinafter referred to as “the log”) as follows:
- to keep records in the log as from the date of site or workplace (equipment) hand-over/take-over,
- to record in the log all facts and circumstances being decisive for contract performance,
- pages in the log shall be numbered, damaged pages shall be kept in the log – they must not be torn out,
- daily records shall be made and signed by the authorized Supplier’s representative on the day when the relevant works or services have been performed or relevant circumstances have occurred,
- the Supplier shall be obliged to submit the log to the Purchaser for a signature or a statement to be made in the log on the day when the record has been made in the diary,
- the Supplier shall be obliged to make his own statement on the Purchaser’s one in the log within 3 days otherwise it is assumed that the Supplier agrees with the Purchaser’s statement,
- the obligation to keep the log shall be terminated on the day of completion and acceptance of duly performed works or other duly executed activity under the Contract by signing the acceptance certificate.

The obligation to keep the log shall not apply to design works.
12. GENERAL REQUIREMENTS FOR DOCUMENTATION

The Supplier is obliged to follow and observe the basic procedure of the Purchaser RS/PD/ZSM Management of operational and technical documentation and other internal instructions of the Purchaser (in compliance with RS/PD/ZSM). In this frame, the Supplier is, apart from other obligations, obliged to comply with the following general requirements for documentation:

1. In case the subject of the works or part of the subject of the works is development of design and technical documentation, the Supplier shall be obliged to develop the documentation in compliance with conditions stated in technical terms of reference obtained from the Purchaser. The Supplier shall be obliged to develop design and technical documentation in compliance with generally binding valid legal regulations and valid standards.

2. The Supplier shall be obliged to develop the design and technical documentation related to nuclear facilities in compliance with the provisions of the Act No. 541/2004 Coll. – Act on peaceful use of nuclear energy (Atomic Act) and on amendments and supplements to certain Acts and related regulations of the NRA SR.

3. Source documentation for development of design and project documentation by the Supplier shall be valid working copy of as-built documentation provided by the Purchaser. The Supplier shall process and submit the documentation in compliance with the structure and manner of identification of the source documentation.

4. The Supplier developing design and technical documentation shall use existing numbering of buildings, technological systems and subsystems valid in JAVYS.

5. Design and technical documentation shall be submitted by the Supplier in writing identified as the "as-built documentation" along with a list of drawings reflecting distribution into individual parcels. List of documentation shall form part of the design. In this list, each document shall be defined as an individual item. Document means every textual or drawing part of the design documentation with its own corner title.

6. The Supplier shall submit to the Purchaser developed as-built design and technical documentation after the implementation of the works approved by the signature of competent person, stamp and with the date of development.

7. The Supplier will hand over the geodetic bearing for the update of the basic map of the JAVYS, a.s. site (geodetic plan and hypsometric and planimetric bearing).

8. The Supplier will hand over hypsometric and planimetric bearing of buildings, constructions and their drawing into the map lists of JAVYS, a.s. company, in second accuracy class of mapping and into the basic map of the JAVYS, a.s. site.

9. The Supplier shall submit the documentation in electronic form in format used in JAVYS, a.s. Graphic files need to be submitted in both editable (vector) and
ineditable (raster) form. For the editable form of graphic files *.DWG format or other CAD formats *.DXF are required. Digital format for the ineditable form is *.PDF, *.JPG, *.TIFF. Text items of documents also need to be submitted in both editable and ineditable forms. Editable format MS Office *.DOC for text reports (current version of the SW to be used needs to be agreed in advance), *.XLS for table items. The ineditable form of items shall be submitted in *.PDF format. Table formats do not need to be submitted in *.PDF format, *.XLS is sufficient. All documentation submitted by the Supplier in electronic form shall be stored on an undeletable medium (CD, DVD ROM). For every medium a submission protocol shall exist with confirmation of accord of paper and digital form.

10. In case there is a digital form of design and technical documentation in JAVYS, it shall be made available to the Supplier on the basis of contractual agreements. The original principles of digitizing shall be observed during the processing of the subject of the works.

11. As-built documentation (DSV) will be provided in the scope and format available in the Purchaser´s archives, if requested. The Supplier is obliged to verify the actual conditions on site.

13. FAILURE TO MEET OBLIGATIONS – CONTRACTUAL PENALTIES

a) If the Supplier’s personnel fail to meet obligations resulting from the present Safety and Technical Conditions, the Purchaser’s personnel listed in Item 6.c shall be obliged to immediately inform the Supplier on this fact and record it in the relevant log.

b) The concerned Supplier’s employee shall immediately apply relevant remedies. If he/she fails to do so, Purchaser’s personnel may order to suspend the works or services. Results and damages resulting from such suspension shall be borne by the Supplier.

c) For each failure to meet the obligations specified in the present Safety and Technical Conditions, the Purchaser may apply and the Supplier shall be obliged to pay a contractual penalty amounting to 166,- EUR. In case of a repeated failure to meet the same obligations, the penalty shall be increased to 332,- EUR.

d) The Supplier’s employee who has repeatedly failed to meet obligations shall be considered as a person incompetent to perform works in accordance with the present Safety and Technical Conditions and his/her identification card shall be withdrawn.

e) Sanctions listed in Item c), d) shall be applied if not otherwise stated in Chapter 14. The Supplier is obliged to pay the contractual penalties specified in these Safety and Technical Conditions. Applying the contractual penalty, specified in these Safety and Technical Conditions, does not affect the right of the Purchaser for compensation of damage in full extent.

(Note: Breach of obligations by the Supplier or Supplier´s personnel under these conditions is referred to as an offence).
14. **CONTRACTUAL PENALTIES AND OTHER SANCTIONS FOR THEFT, CONSUMPTION OF ALCOHOLIC DRINKS AND ABUSE OF OTHER DRUGS, VIOLATION OF PHYSICAL PROTECTION MEASURES, RADIATION SAFETY PRINCIPLES, RADIOACTIVE WASTE MANAGEMENT PRINCIPLES, OCCUPATIONAL SAFETY AND HEALTH AND FIRE PROTECTION PRINCIPLES AND ENVIRONMENTAL PROTECTION PRINCIPLES, EMERGENCY PREPAREDNESS AND CIVIL PROTECTION**

a) **Theft:**
- If a Supplier’s employee steals the property of the Purchaser, his/her access permission to the JAVYS site shall be withdrawn on a permanent basis.

b) **Consumption of alcoholic beverages and other drugs and violation of smoking ban:**

   Detection of consumption of alcohol in breath above 0.1 mg/l:
   - A first violation by the Supplier’s employee means withdrawal of his/her identification card (IC) and prohibition of his/her access to JAVYS for a period of 3 years and a contractual penalty of 1 000,- EUR to the Supplier,
   - In case of the second violation by any employee of the Supplier, the contractual penalty amounting to 2 000,- EUR shall be applied,
   - In case of the third and any further violation by any Employee of the Supplier, the contractual penalty shall be applied against the Supplier amounting to 5 000,- EUR for each violation,
   - In case of the third and any further violation of any employee, the Purchaser is also entitled to withdraw from the Contract concluded with the Supplier due to substantial breach of the Contract on the side of the Supplier; provisions of the General commercial conditions of the Purchaser or commercial conditions stipulated in the Contract shall apply for the withdrawal,
   - In case of repeated violation by the same employee of the Supplier, the Identification card shall be withdrawn from this employee on a permanent basis in addition to the previous sanctions.
   - If the Supplier’s employee refuses to undergo a breath test, this shall be considered to be a violation according to this part of Safety and Technical Conditions and sanctions shall be applied in accordance with previous indents.

   Detection of drug use:
   - If drug abuse is detected, it shall be proceeded according to the previous provisions of this Item b).

   Violation of smoking ban:
   - If smoking ban is violated in the JAVYS site, it shall be proceeded according to the previous provisions of this Item b).

In case of detection of alcohol, the value of which in breath does not exceed 0.1 mg/l, the relevant employee of the Supplier shall have the ID card blocked and shall not be allowed to enter the premises of company JAVYS or shall be expelled from the premises of company JAVYS accompanied by an authorized employee of company JAVYS or employee of security service. This fact shall be notified to the department of JAVYS, for which the Supplier performs works and at the same time, this department shall notify this fact to the affected Supplier, for which the employee performs works. Relevant department of company JAVYS shall decide
on possibility of employee’s access to the premises of company JAVYS upon request of the Supplier, who shall request the Department of Protection and Safety-Technical Services to have the ID card unblocked. Department of Protection and Safety-Technical Services shall unblock the ID card on the next working day of the affected employee after performing the breath test and its result equal to zero.

c) Incorrect parking, failure to respect road sings and vehicle movement principles:
- first violation by the Supplier’s employee means a notice in writing to the Supplier and a contractual penalty amounting to 33,- EUR to the employee,
- second violation means a contractual penalty amounting to 166,- EUR to the Supplier,
- third violation means a reduction of identification cards for entry of Supplier’s vehicles and a penalty of 332,- EUR to the Supplier,
- repeated (third) violation by the same driver means a permanent prohibition of driving vehicles in the JAVYS site.

d) Violation of physical protection measures as to manipulation with the identification card by the Supplier’s employee:
If access to the JAVYS site and the JAVYS premises is enabled to a third person by giving him/her employee’s own identification card, a contractual penalty of 1 660,- EUR shall be applied to the Supplier’s and the employee’s identification card shall be withdrawn on a permanent basis. He/she who enables access to an unauthorized person with his/her identification card into the JAVYS site may be prosecuted for a crime under § 286 of the Criminal Code and sentenced to imprisonment of 1 year and as much as 5 years.
Less serious offences related to the manipulation with the identification card (incorrect manipulation with the identification card - except misuse of the identification card by another person) may be solved by an interview with a warning.

e) Violation of physical protection measures of a key regime by a Supplier’s employee:
- First violation means a contractual penalty to the Supplier amounting to 332,- EUR,
- Second and next violations mean a contractual penalty to the Supplier amounting to 664,- EUR for each violation,
- A repeated violation by the same employee means withdrawal of his/her identification card for one year in case of a second violation and in case of a third violation withdrawal of IC on a permanent basis.

f) Violation of special physical protection measures by employees of the Supplier:
- A first violation means a notice in writing and a contractual penalty of 166,- EUR to the Supplier,
- Second violation - means a contractual penalty of 332,- EUR to the Supplier, A third and next violations mean a contractual penalty of 664,- EUR for each violation to the Supplier,
- A repeated violation by the same employee means withdrawal of his/her identification card for one year in case of a second violation and in case of a third violation withdrawal of IC on a permanent basis.
g) Violation of the prohibition of bringing unauthorized things and items to JAVYS:

A proved intentional violation of the prohibition means:
- a contractual penalty of 1 660,- EUR to the Supplier,
- withdrawal of the identification card from the employee on a permanent basis.

Violation of the prohibition by negligence:
- a first violation means a contractual penalty of 332,- EUR to the Supplier,
- a second and next violations mean a contractual penalty of 664,- EUR for each violation to the Supplier,
- a first violation means withdrawal of the identification card from an employee for two years,
- a repeated violation by the same employee means withdrawal of his/her identification card on a permanent basis in case of a second violation.

h) Other violation of regime measures for physical protection (procedure BZ/ON/SM-01 Regime measures for physical protection):
- a first violation means a notice in writing and a contractual penalty of 166,- EUR to the Supplier,
- a second violation means a contractual penalty of 332,- EUR,
- a third violation and any further violation means a contractual penalty of 498,- EUR for each violation,
- a second violation by the same person means the withdrawal of his/her identification card for one (1) year and a third repeated violation means the withdrawal of the identification card for three years.

i) Violation of radiation safety principles pursuant to procedure BZ/RO/SM-01 Radiation protection principles:
- A first violation means a notice in writing and a contractual penalty of 332,- EUR to the Supplier and repeated examination of an employee on JAVYS radiation safety principles,
- A second violation means a contractual penalty of 664,- EUR to the Supplier and permanent prohibition of access to the controlled area to the Supplier’s employee.

j) Violation of radwaste management principles in the controlled area:
- If the Supplier’s employee violates radwaste management principles in the JAVYS controlled area set forth in the basic procedure BZ/RO/ZSM Radiation protection and related procedures, a contractual penalty of 664,- EUR shall be applied to the Supplier for each violation,
- If, in the JAVYS site, the Supplier’s employee violates principles of non-active waste management set forth in the procedures and processes, a contractual penalty of 332,- EUR shall be applied to the Supplier for each violation.

k) Violation of occupational safety and health and fire protection principles:
- If, in the JAVYS site, the Supplier violates the principles which may result immediately to an occupational injury or a fire, a contractual penalty for each violation amounting up to 0.7 % of the contract price may be applied by the Purchaser to the Supplier.
l) **Violation of requirements for environmental protection:**
   - If, in the JAVYS site, the Supplier fails to meet requirements for the environmental protection, a contractual penalty for each failure amounting up to **0.7%** of the contract price may be applied by the Purchaser to the Supplier.
   - In case the valid safety data sheet to the chemical substance or mixture used at site of company JAVYS is not submitted in line with letters f) and g) of chapter 7 of these *Safety and Technical Conditions*, the contractual penalty amounting to 300 Euros for each chemical substance or mixture without valid safety data sheet shall be applied to the Supplier.

m) **Violation of Emergency preparedness and Civil protection principles:**
   In case of unauthorized manipulation with warning and notification system equipment, a contractual penalty amounting to 500 Euros for each non-functional piece of equipment shall be applied to the Supplier.

15. **PROTECTION OF PROPERTY AND MATERIAL OF EXTERNAL ENTITIES IN THE JAVYS SITE**

   a) It is the owner of the property that shall be fully responsible for protection of the property of external entity or external organization located in the JAVYS site due to performance of Supplier's activities.
   
   b) The owners of the property referred to in Item a) shall secure the property in such a way as to prevent unauthorized actions and damages to its property.
   
   c) The property of the Suppliers intended for works or activities in the JAVYS site may pass through the JAVYS gate only with an accompanying document confirming its delivery for the purposes of construction, building or storage within the JAVYS site.
   
   d) Delivery note, a costing card or another standard accompanying document may serve as an accompanying document for material designed to be used, built in or stored in the JAVYS site.
   
   e) “A List of tools and instruments carried through the JAVYS gates” shall serve as an accompanying for bringing/driving in/out Supplier’s tools, instruments and implements to be used or used for performance of works and provision of services which will be afterwards brought/driven out of the JAVYS site.
   
   f) The list shall be made by the Supplier's representative for a period of no more than two months in one copy. The list shall be filled in legibly, in block letters according to the printed form stating clearly the first name, the surname, the number of identification card and signature of the Supplier’s representative. The list shall be ended in a way preventing any additional records.
TENDER DOCUMENTS

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

PART 3 – Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract (GCC)
Section VIII. Particular Conditions of Contract (PCC)
Section IX. Contract Forms
TENDER DOCUMENTS

D19.1
UPGRADE OF THE PMU HARDWARE EQUIPMENT

Section VII. General Conditions of Contract (GCC)
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General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions (PCC) and other documents listed therein, constitute a complete document expressing the rights and obligations of the parties.


1.1 Definitions

In the Conditions of Contract ("these Conditions"), which include the Particular Conditions and these General Conditions, the following words and expressions shall have the following stated meanings. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.

1.1.1.2 “Contract Agreement” means the Contract agreement referred to in Sub-Clause 1.6 [Contract Agreement].

“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Purchaser.

1.1.1.4 “Letter of Tender” means the document entitled Letter of Tender, which was completed by the Supplier and includes the signed offer to the Purchaser for the Goods.

1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Goods.

1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Supplier and submitted with the Letter of Tender, as included in the Contract. Such document(s) may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Supplier submitted with the Letter of Tender, as included in the Contract.

1.1.1.9 “GCC” means the General Conditions of Contract.
1.1.1.10 “PCC” means the Particular Conditions of Contract.

1.1.2 Parties and Persons
1.1.2.1 “Party” means the Purchaser or the Supplier, as the context requires.
1.1.2.2 “Purchaser” means the person named as purchaser in the PCC and the legal successors in title to this person.
1.1.2.3 “Supplier” means the person(s) named as Supplier in the Letter of Tender accepted by the Purchaser and the legal successors in title to this person(s).
1.1.2.4 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Goods or the Related Services; and the legal successors in title to each of these persons.
1.1.2.5 “Bank” means the financing institution (if any) named in the PCC.
1.1.2.6 “Borrower” means the person (if any) named as the borrower in the PCC.
“Eligible Countries” means the countries and territories eligible as listed in Section V.

1.1.3 Dates, Tests, Periods and Completion
1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
1.1.3.2 “Acceptance Test” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification for the purpose of issuing the “Acceptance Certificate”.
1.1.3.3 “day” means a calendar day and “year” means 365 days.

1.1.4 Money and Payments
1.1.4.1 “Contract Price” means the price defined in Sub-Clause 10, The Contract Price, and includes adjustments in accordance with the Contract.

1.1.5 Goods
1.1.5.1 “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
1.1.5.2 “Related Services” means the services incidental to the supply of the Goods, such as insurance, transportation, installation, commissioning, training and initial maintenance and other such obligations of the Supplier under the Contract.

1.1.6 Other Definitions
1.1.6.1 “Purchaser’s Country” is the country specified in the PCC.
1.1.6.2 “Force Majeure” is defined in Clause 24, Force Majeure.
1.1.6.3 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
1.1.6.4 “Performance Security” means the security (or securities, if any) under Sub-Clause 13, Performance Security.
1.1.6.5 “Project Site,” where applicable, means the place named in the PCC.
1.1.6.6 “Unforeseeable” or “Unforeseen” means not reasonably foreseeable by an
experienced Supplier by the Base Date.

1.1.6.7 “Change Order” or “Change” is defined in Sub-clause 25, Change Orders and Contract Amendments

1.2 Interpretation

1.2.1 Interpretation of the Contract, except where the context requires otherwise:

(a) words indicating one gender include all genders;
(b) words indicating the singular also include the plural and words indicating the plural also include the singular;
(c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
(d) “written” or “in writing” means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
(e) the word “tender” is synonymous with “bid” and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 If the context so requires it, singular means plural and vice versa.

1.2.3 Incoterms

(a) Unless inconsistent with any provisions in the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by Incoterms.

(b) The Incoterms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, specified in the PCC, and published by the International Chamber of Commerce, Paris, France

1.2.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the Parties with respect thereto made prior to the date of Contract.

1.2.5 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each Party thereto.

1.2.6 Nonwaiver

(a) Subject to GCC 1.2.6(b) below, no relaxation, forbearance, delay, or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect, or restrict the rights of that Party under the Contract, neither shall any waiver by either Party of any breach of Contract operate
as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a Party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorised representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.7 **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.3 **Communications**

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

(a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the PCC; and

(b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the PCC. However:

(i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and

(ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party.

1.4 **Law and Language**

The Contract shall be governed by the law of the country or other jurisdiction stated in the PCC.

The ruling language of the Contract shall be that stated in the PCC.

The language for communications shall be that stated in the PCC. If no language is stated there, the language for communications shall be the ruling language of the Contract.

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for the purposes of interpretation of the Contract, this translation shall govern.

The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

1.5 **Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

(a) the Contract Agreement (if any),

(b) the Letter of Acceptance,
1.6 **Contract Agreement**

The Parties shall enter into a Contract Agreement within 28 days after the Supplier receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Particular Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Purchaser.

1.7 **Assignment**

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

(a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party, and

(b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 **Copyright**

1.8.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

1.9 **Compliance with Laws**

The Supplier shall, in performing the Contract, comply with applicable Laws.

1.10 **Joint and Several Liability**

If the Supplier is a joint venture, consortium, or association (JVCA) of two or more persons, all such persons shall be jointly and severally bound to the Purchaser for the fulfilment of the provisions of the Contract, unless otherwise specified in the PCC, and shall designate one of such persons to act as a leader with authority to bind the JVCA. The composition or the constitution of the JVCA shall not be altered without the prior consent of the Purchaser.

1.11 **Inspections and Audit by the Bank**

The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Supplier’s (including its subsuppliers, contractors,
subcontractors, consultants or subconsultants) accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

The Supplier shall maintain all documents and records related to the Contract in accordance with applicable law but in any case for at least six years from the date of substantial performance of the Contract.

The Supplier shall provide any documents necessary for the investigation of allegations of Prohibited Practices and require its employees or agents with knowledge of the Contract to respond to questions from the Bank.

2. Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Prohibited Practices

3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Tenderers, suppliers, subsuppliers, contractors, subcontractors, concessionaires, consultants and subconsultants under Bank financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) a coercive practice which means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(ii) a collusive practice which means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iii) a corrupt practice which means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(iv) a fraudulent practice which means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(v) a misuse of the Bank’s resources or bank assets which means improper use of the Bank’s resources or bank assets, committed either
knowingly or recklessly;

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

(vii) a **theft** which means the misappropriation of property belonging to another party.

(b) will cancel the portion of the Bank financing allocated to a Contract for goods, works, services or concessions if it at any time determines that Prohibited Practices were engaged in by representatives of the Borrower or of a beneficiary of the Bank financing during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) may declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract if it at any time determines that the firm has engaged in Prohibited Practices in competing for, or in executing, a Bank-financed Contract; and

(d) reserves the right, where a Borrower or a firm has been found by the final judgement of a judicial process in a member country of the Bank or a finding by the enforcement (or similar) mechanism of another international organisation, including Mutual Enforcement Institutions, to have engaged in Prohibited Practices

i) to cancel all or part of the Bank financing for such Borrower; and

ii) to declare that such a firm is ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract.

4. **Eligibility**

4.1 The Supplier and its Subcontractors shall have the nationality of an Eligible Country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

4.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the Goods have been grown, mined,
cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

5. Notices

5.1 Any notice given by one Party to the other, pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.

6. Settlement of Disputes

6.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any dispute arising between them under or in connection with the Contract.

6.2 If, after twenty-eight (28) days from the commencement of such consultation, the Parties have failed to resolve their dispute by such mutual consultation, then either Party may give notice to the other Party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.

6.3. Notwithstanding any reference to arbitration herein,

(a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

7. Scope of Supply

7.1 The Goods and Related Services to be supplied shall be as specified in Section VI., Supply Requirements.

8. Delivery

8.1 Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in Section VI, Supply Requirements. The shipping and other documents to be furnished by the Supplier are specified in the PCC. The documents specified therein shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Supplier’s Responsibilities

9.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC 7, and the Delivery and Completion
10. Contract Price

10.1 Unless otherwise prescribed in the PCC, the Contract price shall be fixed throughout the duration of Contract performance.

11. Terms of Payment

11.1 The Contract Price shall be paid as specified in the PCC.

The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC 8 and upon fulfilment of all other obligations stipulated in the Contract.

11.2 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

11.3 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.

11.4 In the event that the Purchaser fails to pay the Supplier any payment by its due date, or within the period set forth in the PCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment, at the rate shown in the PCC, for the period of delay, until payment has been made in full, whether before or after judgment, or arbitration award.

12. Taxes and Duties

12.1 For Goods manufactured outside the Purchaser’s country the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser’s country.

12.2 For Goods manufactured within the Purchaser’s country the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

12.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser’s Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

13. Performance Security

13.1 If so required in the PCC, the Supplier shall, within twenty-eight (28) days of the notification of Contract award, provide a performance security for the performance of the Contract of the amount specified in the PCC.
14. Subcontracting

14.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

14.2 Subcontracts shall comply with the provisions of GCCs 3 and 4.

15. Specifications and Standards

15.1 (a) The Supplier shall ensure that the Goods and Related Services comply with technical requirements, as specified in Section VI., Supply Requirements.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the addition or the revised version of such codes and standards shall be those specified in Section VI, Supply Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC 26.

16. Packing and Documents

16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.

16.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the PCC, and in any other instructions ordered by the Purchaser.

17. Insurance

17.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the PCC.
18. Transportation

18.1 Unless otherwise specified in the PCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

19. Inspections and Tests

19.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the PCC.

20. Liquidated Damages

20.1 Except as provided under GCC 27, if the Supplier fails to deliver any or all of the Goods, by the date(s) of delivery, or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC 28.

21. Warranty

21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

21.2 Subject to GCC 15.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

21.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC, or for eighteen (18) months after the date of shipment, from the port, or place of loading in the country of origin, whichever period concludes earlier.

21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

21.5 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

If having been notified, the Supplier fails to remedy the defect within the period
specified in the PCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

22. Limitation of Liability

22.1 Except in cases of gross negligence or wilful misconduct:

(a) the Supplier shall not be liable to the Purchaser, whether in Contract, in tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

23. Change in Laws and Regulations

23.1 If, within less than twenty-eight (28) days prior to the date of Tender Submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser’s country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC 10.

24. Force Majeure

24.1 A Party’s failure or delay in performing any of its obligations under this Contract will not be deemed a breach of this Contract to the extent that such failure or delay is directly due to any Force Majeure Event.

24.2 For the purposes of this Clause, “Force Majeure Event” means an event or situation beyond the control of a Party that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party. Such events may include, but are not limited to, acts of a Party in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure Event arises, the affected Party shall promptly notify the other Party in writing of such condition and the cause thereof. Unless otherwise
directed by the other party in writing, the affected Party shall continue to perform its obligations under the Contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event

25. Change Orders and Contract Amendments

25.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC 5, to make changes within the general scope of the Contract.

25.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended.

25.3 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

26. Extensions of Time

26.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC 8, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.

26.2 Except in case of Force Majeure, as provided under GCC 24, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC 20, unless an extension of time is agreed upon, pursuant to GCC 26.1.

27. Termination

27.1 Notice to Correct

If the Supplier fails to carry out any obligation under the Contract, the Purchaser may by notice require the Supplier to make good the failure within a specified reasonable time.

27.2 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract may, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(i) if the Supplier has failed to comply with a notice under GCC 27.1;
(ii) if the Supplier has failed to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC 26; or

(iii) if the Supplier, in the judgment of the Purchaser, has engaged in Prohibited Practices, as defined in GCC 3, in competing for, or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC 27.2(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27.3 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

27.4 Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. The effective date of the termination notice shall be as specified in the PCC.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the effective date of the notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

28. Export Restrictions

28.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the goods or services to be supplied, which arise
from trade regulations from a country supplying those goods, or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfactions of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorisations, and licenses necessary for the delivery of the goods or services under the terms of the Contract.
TENDER DOCUMENTS

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

Section VIII. Particular Conditions of Contract (PCC)
Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Particular Conditions of Contract, which amend and supplement certain provisions of the GCC.


1.1 Definitions

1.1.1 The Contract

1.1.1.1 Delete Sub-Clause 1.1.1.1 and substitute with the following:

“Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance. The aforementioned parts constitute this Contract and are it’s integral part. To avoid any uncertainties, this Contract as above defined shall be deemed as a Contract in line with sec. 269 (2) of the Commercial Code.

1.1.1.6 Delete Sub-Clause 1.1.1.6

1.1.2 Parties and Persons

1.1.2.2 The Purchaser is: Jadrová a vyraďovacia spoločnosť, a.s.

1.1.2.5 The Bank is: European Bank for Reconstruction and Development

1.1.2.6 The Borrower (Recipient) is: Jadrová a vyraďovacia spoločnosť, a.s.

1.1.3 Dates, Tests, Periods and Completion

1.1.3.4 Add new Sub-Clause 1.1.3.4

The date for the commencement of delivery of Goods and Related Services is the following day after the Effective Date of the Contract.

1.1.6 Other Definitions

1.1.6.1 The Purchaser’s Country is: Slovak Republic

1.1.6.4 Delete Sub-Clause 1.1.6.4
1.1.6.5 The Project Site is: V1 NPP, IT storage – building No. 631a/V1, Jadrová a vyráďovací spoločnosť, a.s., 919 31, Jaslovské Bohunice, Slovak Republic

1.1.6.8 Add new definition:

1.1.6.9 Add new definition:
The “European Bank for Reconstruction and Development (EBRD) ‘the Bank’,“ is the Administrator of the grant(s), which refers to the funds made available to the Borrower (the Recipient) under an Agreement between the Bank as the Administrator of funds of the Bohunice International Decommissioning Support Fund and the Recipient of such funds under the established rules.

1.1.6.10 Add new definition:
The “Project” means the project D19.1 – Upgrade of PMU Hardware Equipment, located at V1 NPP, IT storage – building No. 631a/V1, Jadrová a vyráďovací spoločnosť, a.s., 919 31, Jaslovské Bohunice, Slovak Republic, for which the Goods and Related Services under this Contract shall be performed by the Supplier.

1.1.6.11 Add new definition:
“Deliverable” means parts of the Goods and Related Services which are merged into a group as specified according part G “The Requirements” (G1 “Specification”).

1.1.6.12 Add new definition:
“Deliverable Acceptance Protocol” means the document issued by Purchaser confirming acceptance and approval of the Deliverable/s by the Purchaser, which certifies the Supplier’s fulfilment of the Deliverable in respect of satisfactory completion of activities specified for the relevant milestone as certified by signature on the Deliverable Acceptance Protocol by the Purchaser. Deliverable Acceptance Protocol forms a basis for issuing an invoice.

1.1.6.13 Add new definition:
“Taking-over Protocol” means the document issued by Supplier and signed by both Parties confirming delivery of the Deliverable/s at the Project Site as specified in PCC, Sub-Clause 1.1.6.5. Taking-over Protocol forms a basis for issuing an invoice.

1.1.6.14 Add new definition:
„Effective Date of Contract“ means the date when the Contract becomes
effective pursuant to applicable laws.

1.1.6.15 *Add new definition:*

„Affiliate company“ means, in relation to an entity (the First Entity):
- any entity controlled, directly or indirectly, by the First Entity, or
- any entity that controls, directly or indirectly, the First Entity or
- any entity directly or indirectly under common control with the First Entity.

1.2 *Interpretation*

1.2.3 (b) The applicable rules shall be the DDP Incoterms 2010 issued by ICC, if the Contract does not state otherwise.

1.3 *Communications*

1.3 (a) Electronic transmission systems shall be electronic mail – accompanied by scanned document – accompanied by letter.

1.3 (b) Purchaser´s address for communications is:

Jadrová a vyraďovacia spoločnosť, a.s.
Tomášikova 22
821 02 Bratislava
Slovak Republic
TEL: +421 33 531 4101,4112,5112
e-mail: cibulka.lubomir@javys.sk, sekeres.jozef@javys.sk

Supplier´s address for communications is:

..........................................................

1.4 *Law and Language*

The governing law is that of: Slovak Republic.
The language for communications is English.
The ruling language is English.

*Delete the following paragraph:*

Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
1.5 Priority of Documents

_DELETE SUB-CLAUSE 1.5 AND SUBSTITUTE WITH:

The documents forming the Contract are to be taken as mutually explanatory of one another. For purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

A. The Contract Agreement
B. The Letter of Acceptance
C. The Letter of Tender
D. The Particular Conditions
E. The General Conditions
F. Clarification questions and answers
G. The Requirements constituted by:
   G1. Specification,
   G2. Delivery and Completion Schedule,
   G3. Safety and Technical Conditions,
H. The Supplier’s Proposal constituted by:
   H1. Technical Proposal,
   H2. Delivery and Completion Schedule,
   H3. Price Schedule,
   H4. List of Subcontractors,
I. Documents evidencing registration of the Supplier in the Register of Public Sector Partners in accordance with the Act No. 315/2016 Coll. on Register of Public Sector Partners and on the Amendment of Certain Acts.

If an Ambiguity or discrepancy is found in the documents, Section 266 of the Commercial Code shall apply.

5. Notices

5.1 For notices, the Purchaser’s and Supplier’s addresses are specified in PCC Sub-clause 1.3 (b).

6. Settlement of Disputes

6.2 The rules of procedure for arbitration shall be as follows:

(a) All disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) The place of arbitration shall be the Slovak Chamber of Commerce and Industry in Bratislava, Slovak Republic.
(c) The arbitration proceedings shall be conducted in the language governing the Contract.

7. **Scope of Supply**

7.1 *Delete text „Section VI“ and substitute with part G of the Contract, specifically parts G1-G3.*

*At the end of Sub-Clause 7.1 add the following:*

The ownership and the threat of accidental damage to the relevant part of the supplied Goods and Related Services shall bear the Supplier and shall be transferred to the Purchaser only after acceptance and taking over of the relevant part of supplied Goods and Related Services via Taking-Over Protocol issued by the Supplier. This does not affect the duration and rights of the Purchaser arising from the warranty granted from the Supplier related to the supplied Goods and Related Services.

7.2 *Add new Sub-clause 7.2:*

The responsibility of the Supplier is to develop general technical documentation specified in the Purchaser’s Requirements in section 2.2, item 1 and 3, Specification. The Supplier shall prepare all Supplier’s Documents and shall also prepare other documents not expressly listed in this Contract.

8. **Delivery**

8.1 *Delete text „Section VI“ and substitute with part G of the Contract, specifically parts G1-G3.*

The shipping and other documents to be furnished by the Supplier shall be as specified in part G “The Requirements” (G1 “Specification”).

8.2 *Add a new Sub-Clause 8.2 with the following text:*

a) After delivery of all Goods and Related Services in accordance with the Contract, which constitute a Deliverable according to part G “The Requirements” (G1 “Specification”), the Purchaser shall issue without undue delay a Deliverable Acceptance Protocol for the relevant Deliverable. Issuance of a Deliverable Acceptance Protocol shall be considered as taking-over of the relevant part of Goods and Related Services, which constitute the Deliverable and its issuance shall be the basis for issuing of the invoice in accordance with Sub-Clause 11.1 of this Particular Conditions of Contract.

b) After delivery of the Deliverable/s at the Project Site as specified in PCC, Sub-Clause 1.1.6.5. the Supplier shall issue a Taking-over Protocol which shall be considered as confirmation of delivery of the relevant part of Goods and Related Services, which constitute the
Deliverable and its issuance shall be the basis for issuing of the invoice in accordance with Sub-Clause 11.1 of this Particular Conditions of Contract.

After Delivery of the last Deliverable, the Supplier shall apply by written notice for issuing a Taking-over Certificate for the Goods and Related Services as a whole. Via signature of the Taking-over Certificate by the Purchaser the Purchaser confirms that all Deliverables are supplied in accordance with the conditions of this Contract.

10. Contract Price

10.1 The Contract Price shall be the accepted Contract amount and shall be a fixed lump-sum including all costs for supply, transportation to the final place of destination, testing and all other costs incurred by the Supplier in supplying the Goods and Related Services described in the Specification and in accordance with the contractual requirements. The Contract price shall be without any and all taxes, customs duties levied in the territory of the Slovak Republic.

11. Terms of Payment

11.1 The following schedule of payments shall be the basis for the payment milestones in which the Contract Price will be paid:

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverable</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Successful delivery of new equipment</td>
<td>100% of the Contract Price</td>
</tr>
</tbody>
</table>

At the end of Sub-clause 11.1 add:

The following points shall be observed when submitting invoices for payment:

All invoices with the Deliverable acceptance protocols and Taking-over protocols and itemized specification of delivered Goods and Related Services with prices shall be addressed and sent to the Purchaser who will approve them and forward them to the Bank for payment. The Bank in turn will approve the invoices prior to paying the Supplier on behalf of the Purchaser.

All invoices shall be issued bilingually in English and Slovak language.
The name and telephone number of a person who may be contacted in case of need to raise queries shall be quoted on the invoice.

The contract number and the payment milestone shall be quoted on the invoice.

Invoices shall be marked as an invoice showing invoice number, issue date, delivery date of goods and services, due date of the invoice, business address of the Purchaser and Supplier, their company registration number and TINs. When services are provided into other EU member country, the VAT duty shall be transferred to the Purchaser. In the case that goods are delivered into other EU member country, the Supplier shall state reference pursuant to which he applies the VAT exemption.

The invoice shall include also a column marked “Gross” (Price without taxes), a column marked “Taxes” (tax rates and tax) and column marked “Net”. The amount to be shown in the column “Gross” is the amount corresponding to the payment milestone and shall be free from any and all taxes, customs duties or other fees or mandatory payments levied by, or in the territory of, the Slovak Republic. In the column “Taxes” shall be the amount of the all taxes, customs duties or other fees or mandatory payments levied by, or in the territory of, the Slovak Republic. The Bank will only make payments after the original signed copy of the Contract has been returned via the Purchaser to the Bank and only on submission of original invoices and original supporting receipts.

Invoice payments will be made by direct transfer to the bank account specified in the Contract.

Full details of the Supplier´s bank account (name and address of the bank, IBAN, SWIFT) where payment shall be made as follows:

........................................

and shall be stated on the invoices, including currency of the account and IBAN and SWIFT number.

For the purpose of the refunding of the taxes, customs duties levied by, or in the territory of, the Slovak Republic;

- the VAT number (VAT registration in Slovak tax office obtained on the basis of the registration of the Supplier in Slovak Republic) should be inscribed on the invoices or the VAT registration number from its country if it is not registered in Slovak Republic and
- the Supplier should enclose the relevant documents (invoices, others) demonstrating the amount and payment of the required refunding amount.
Number of Invoices: 2 originals and 2 copies

11.2 *Delete Sub-clause 11.2 and substitute with:*

Pursuant to an agreement between the Bank as the Administrator of the Bohunice International Decommissioning Support Fund and the Purchaser as Recipient of the grant(s) being administered by the Bank, the Purchaser intends using part of the proceeds of the grant(s) for eligible payments under the Contract. Payment by the Bank will be made on behalf of the Purchaser and only at the request of the Purchaser and upon approval by the Bank in accordance with the terms and conditions of the Grant Agreement entered by and between the Bank and the Purchaser on conditions of the Project funding and will be subject in all respects to the terms and conditions of that agreement. The proceeds of the Bank’s grant(s) will not be used for payments to persons or entities or for any import of goods if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. Except as the Bank may specifically otherwise agree, no other party other than the Purchaser shall derive any rights from the agreement or have any rights to the proceeds of the grant(s).

All payments, including refunding amounts, should be made within sixty (60) days of the acceptance by the Purchaser of the Supplier’s valid invoice, with full supporting documentation in accordance with the requirements of the Contract.

11.3 *Delete Sub-clause 11.3 and substitute with:*

The currency in which payments shall be made to the Supplier under this Contract shall be Euro.

11.4 If the Supplier does not receive payment in accordance with Sub-Clause 11.1, the Supplier shall be entitled to claim a per annum delay interest, from the due unpaid amount for each day of delay pro rata, in the amount of 1% per annum above interest rate of the European Central Bank (“ECB”) for main refinancing operations (fixed rate) published (on the first day of delay with the respective amount) on the website of the ECB ([www.ecb.int](http://www.ecb.int)), unless the Purchaser is able to prove that it has submitted the invoice to the Bank in accordance with Sub-Clause 11.2. Regardless the above mentioned the Purchaser is relieved of the responsibility for delay payments after the submission of the application for disbursement from Purchaser to the Bank at least fifteen (15) days prior to the proposed value date of the disbursement.

12. **Taxes and Duties**

12.1 *Delete Sub-clauses 12.1, 12.2 and 12.3 and add new Sub-clause 12.1:*


In the field of taxes, customs duties and fees the course of action shall be taken in accordance with the Framework Agreement concluded between the EBRD and the Slovak Republic:

13. **Performance Security**

    *Not applicable*

15. **Specifications and Standards**

    15.1 (a) **Delete text „Section VI“ and substitute with** part G of the Contract, specifically parts G1-G3

    15.1 (c) **Delete text „Section VI“ and substitute with** part G of the Contract, specifically parts G1-G3

17. **Insurance**

    *Not applicable*

18. **Transportation**

    18.1 The responsibility for the transportation shall be in accordance with the Incoterms 2010 (ICC), DDP, place of destination:

    Jadrová a vyrad'ovacia spoločnosť, a.s., V1 NPP, IT storage – building No. 631a/V1, 919 31, Jaslovské Bohunice, Slovak Republic.

    Irrespective the contract of carriage, the Supplier shall arrange and bear also all cost related to the costs of unloading necessary to take delivery of the goods from the arriving means of transport at the named place of destination.

19. **Inspection and Tests**

    *Not applicable*

20. **Liquidated Damages**

    20.1 **Add at the end of sub-clause 20.1:**

    The liquidated damages shall be: 0,5 % of the Contract price per week (1 week means 7 calendar days).

    The maximum percentage of the liquidated damages shall be: 10% of the Contract Price.
21. Warranty

21.2 Delete Sub-Clause 21.2 and substitute with:
Subject to GCC 15.1(b), the Supplier further warrants that the Goods and Related Services (which constitute as whole the work to be performed under this Contract for Work) shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination for the whole duration of the warranty period as specified under Sub-Clause 21.3 of the Particular Conditions of Contract below.

21.3 Delete sub-clause 21.3 and substitute with:
The warranty period shall start and remain valid for:
- three (3) years for Business NTB, PC DESKTOP and LCD monitor
- two (2) years for PC mouse and keyboard
after all Goods and Related Services have been supplied and accepted in accordance with the terms and conditions set forth in the Contract, and if any part of this Contract does not require a longer warranty period. In such case, the longer warranty period shall apply.

21.5 The following to be added at the end of the sub-clause 21.5:
The period for repair or replacement shall be: 14 days.
The period of validity of the warranty of Goods (or its parts) repaired or replaced pursuant to the Clause 21 [Warranty] shall be:
- three (3) years for Business NTB, PC DESKTOP and LCD monitor
- two (2) years for PC mouse and keyboard
warranty period starting on the date of replacement/repair of the respective Goods (or of it’s part), if any part of this Contract does not require a longer warranty period. In such case, the longer warranty period shall apply.

26. Extension of Time

26.3 Add new Sub-clause:
The Purchaser shall be entitled to an extension of the Time for Completion if the completion of goods and related services will be delayed by any of the following causes:
   a) Any delay of disruption caused by authorities under conditions that
i. Supplier has diligently followed the procedures laid down by the relevant legally constituted public authorities in the country

ii. These authorities delay or disrupt the Supplier’s work,

b) Any delay caused by unforeseen physical conditions under Sub-clause 24 [Force Majeure].

c) If the Supplier suffers delay as a result of an error in the Purchaser’s technical requirements (Specification), and an experienced Supplier exercising due care would not have discovered the error when scrutinising the Purchaser’s requirements.

Such extension of the Time for performance shall be performed in accordance with the Clause 25 [Change Orders and Contract Amendments].
TENDER DOCUMENTS

D19.1
UPGRADE OF PMU HARDWARE EQUIPMENT

Section IX. Contract Forms
Contract Forms

This Section contains Contract Forms which once completed will constitute part of the Contract. The forms for Contract Agreement and Performance Security, when required, shall only be completed by the successful Tenderer after Contract award.
LETTER OF ACCEPTANCE

[on letterhead paper of the Purchaser]

To: [name and address of the Supplier] ............

........... [date] ...........

Subject: Notification of Award Contract No. BIDSF 017 3 001

This is to notify you that your Tender dated .... [insert date] .... for execution of the .... [insert name of the contract and identification number] .... for the amount of ....... EURO [insert amount (s) in figures and words], as corrected and modified in accordance with the Letter of Invitation is hereby accepted by us.

Authorised Signature:
Name of Signatory:
Title of Signatory:
Name of Purchaser:

Attachment: Contract Agreement
Contract Agreement

This Agreement made on the____________ day of______________________2018

Between, Jadrová a vyrad’ovacia spoločnosť, a.s. a state owned joint stock company duly organized and existing under the Laws of the Slovak Republic with its registered office located at Tomášikova 22, 821 02 Bratislava, Slovak Republic and registered with the Trade Register of the District court Bratislava I in section Sa under number 4649/B, Company Identification No.: 35 946 024, duly represented by Mr. Peter Čižnár – Chairman of the Board of Directors, Mr. Anton Masár – Vice-Chairman of the Board of Directors, Mr. Ján Horváth – Member of the Board of Directors, Mr. Miroslav Božík – Member of the Board of Directors and Mr. Tomáš Klein – Member of the Board of Directors, entrusted with the relevant powers in compliance with the Statute of Jadrová a vyrad’ovacia spoločnosť, a.s. (hereinafter called "the Purchaser") of the one part,

and____________________ (hereinafter called "the Supplier") of the other part

Whereas the Purchaser desires that the Goods and Related Services described as “Upgrade of PMU Hardware Equipment” shall be executed by the Supplier, and has accepted a Tender by the Supplier for the delivery and completion of these Goods and Related Services and the remedying of any defects therein,

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, for the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:

   A. The Contract Agreement
   B. The Letter of Acceptance
   C. The Letter of Tender
   D. The Particular Conditions
   E. The General Conditions
   F. Clarification questions and answers
   G. The Requirements constituted by:
      G1. Specification,
      G2. Delivery and Completion Schedule,
   H. The Supplier’s Proposal constituted by:
      H1. Technical proposal,
      H2. Delivery and Completion Schedule,
      H3. Price Schedule,
H4. List of Subcontractors.

I. Documents evidencing registration of the Supplier in the Register of Public Sector Partners in accordance with the Act No. 315/2016 Coll. on Register of Public Sector Partners and on the Amendment of Certain Acts.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to deliver and complete the Goods and Related Services and to remedy any defects therein, in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier, in consideration of the execution and completion of the supply of Goods and Related Services and the remedying of defects therein, the Contract Price of Euro .................. that is: .......................... or such other sum as may become payable under the provisions of the Contract within (3,5) months from the Effective date of Contract and in compliance with Delivery and Completion Schedule and in the manner prescribed by the Contract.

5. The Supplier acknowledges, that all eligible payments due to the Supplier pursuant to the Contract shall be approved by the Bank and therefore the Purchaser shall not be responsible for paying to the Supplier (or carrying out) any payments from the Contract other than those approved and accepted by the Bank in compliance with the terms and conditions set forth in this Contract.

6. The present Contract may be altered or amended solely in writing by amendments to the Contract.

7. This Agreement shall become valid on the date of signing by authorised representatives of all Contracting Parties and effective pursuant to applicable laws.

8. The Supplier acknowledges, that in compliance with the Act No. 315/2016 Coll. on the Register of Public Sector Partners and on Amendments and Supplements to certain Acts the Purchaser shall not enter into a contract, concession contract or framework agreement with the Supplier or Suppliers who are obliged to register in the Register of Public Sector Partners and are not registered in the Register of Public Sector Partners. The restriction does not apply to the framework agreement concluded only between two or more tenderers who are natural persons, and which relates to the provision of services.

The evidence of registration in the Register of Public Sector Partners of the Supplier shall be essential and integral part of the Contract.
In Witness whereof the Parties hereto have caused this Agreement to be executed the day and year written above in accordance with their respective laws, in XXXX (X) copies in English language each considered an original.

Place: Bratislava Date: [..................]

On behalf of the Purchaser:

_________________________________
Mr. Peter Čižnár
Chairman of the Board of Directors

_________________________________
Mr. Anton Masár
Vice-Chairman of the Board of Directors

_________________________________
Mr. Ján Horváth
Member of the Board of Directors

_________________________________
Mr. Miroslav Božik
Member of the Board of Directors

_________________________________
Mr. Tomáš Klein
Member of the Board of Directors

Place: [........] Date: [..................]

On behalf of the Supplier:

_________________________________
First name and surname
Position

_________________________________
First name and surname
Position

_________________________________