



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

1 General provisions

- 1.1** General Technical Terms of Performance in Slovenské elektrárne, a. s. (hereinafter referred to as "GTT") form an inseparable part of the Contract in case of contractual performance carried out in the premises of Headquarters of the company Slovenské elektrárne, a.s., Mlynské Nivy 47, Bratislava (hereinafter referred to as "**SE Headquarters**").
- 1.2** Any different provision agreed in the Contract takes preference over the wording of the GTT.
- 1.3** For the purposes of the GTT herein Slovenské elektrárne, a.s. are designated "**SE**" regardless of the terms used in the Contract
- 1.4** The provider of work, repair, maintenance or modification of subject, the provider of works or services including deliveries of goods shall be considered for the "**Contractor**". The Contractor in particular, specified in the heading of the Contract as well as their subcontractors and their legal successors shall be considered for the Contractor. The GTT provisions containing the designation "Contractor" shall apply for both the inland and foreign contractor. The personnel of the Contractor are considered employees of the Contractor and employees of their subcontractors and subcontractors (hereinafter referred to as the "**Contractor's personnel**").
- 1.5** SE will exercise its rights and duties through authorized Contractor's person permanently available throughout execution of contractual performance and acting as partner of SE's authorized person at organization of contractual performance and solution of problems related with contract performance and defined as the "**Contract Manager**" in the Contract.
- 1.6** The Contractor applies their rights and obligations through an SE's authorized person given in the Contract as the "**SE's Contract Manager**", respectively through other SE's authorized employee or SE's technical supervisor provided that it is expressly stated in the Contract.
- 1.7** For the purposes of the GTT herein and the Contract, contractual performance and contract execution shall mean all contractually agreed supplies, provided services, works, including deliveries of goods and performance of Contractor's activities related to Contract's subject-matter as well as construction of work (hereinafter referred to as "**Performance**").
- 1.8** For the purposes of the GTT herein, the "**Workplace**" shall mean a place of work constructing, performance of works, site, place to perform repair, maintenance or modification of the subject, provision of service pursuant to the Contract or the Order pursuant to clause 1.9 or other SE's written request which was taken over by Contractor from SE upon protocol in the form of minutes.

- 1.9** For the purposes of the GTT herein, the "**Order**" shall mean an order for work performance, a job order.

2 Trainings

- 2.1** The Contractor is obliged to ensure that the Contractor's personnel attends the entry clearance training on site before their first access on SE's workplace, an instruction on current work and safety risks, specific to respective type of work and workplace including a briefing on the electronic attendance system used at SE's premises. The training is organised by SE. SE shall make a record on the training carrying out. The training is focused on specific conditions of providing performance in SE Headquarters. The Contractor is obliged to ensure that the Contractor's personnel attends the entry clearance course periodically at least once every 24 months, unless these GTT contain other requirements. It does not substitute a periodical training of personnel from the topics: Occupational Health and Safety (hereinafter referred to as "**OHS**") and Fire Protection (hereinafter referred to as "**FP**") that are mandatory by law passing of which the Contractor is obliged to ensure. The Contractor is obliged to organize, at the training in question, the attendance of all employees performing contractual actions in the premises of SE Headquarters.

3 Terms and Conditions for Allowing Entry and Drive-in to SE Headquarters, Physical Protection and Contractual Penalties for Its Breaching

- 3.1** The system of physical protection (hereinafter referred to as "**PP**") in SE Headquarters is formed of a combination of technical means of PP, regime measures of PP and activity of the components of PP, whose execution is ensured mainly by the Private Security Service (hereinafter referred to as "**SBS**") on a contractual basis and by own SE's employees.
- 3.2** The Contractor is obliged to ensure that the Contractor's personnel entering the premises of the Headquarters observes the implemented measures of the physical protection system, the rules specified in the following provisions of GTT herein and observes the instructions of physical protection and SBS workers.
- For the violation of duties specified in Article 3.2, SE may claim a contractual penalty from the Contractor amounting to EUR 300 for each violation of duty.**
- 3.3** At least 10 before the start of the performance, the Contractor shall submit the following:
- 3.3.1** The list of identification data of the personnel who will carry out performance in accordance with the Contract. The list, in electronic form,



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

- will have the requested structure according to the predefined template available on the following web-site of SE:
<http://www.seas.sk/entry-clearance-process>.
- 3.3.2 The originals of the signed forms "Provision of/notice of changes in personal data for the purpose of registering the entry into non-nuclear facilities" of all the entering personnel in writing.
- 3.3.3 Document on integrity of the Contractor's worker – the original of an extract from the criminal records -, which may not be older than three months before the first anticipated start of the Contractor's personnel to execute the Performance and it is required to submit it repeatedly every three years; any eventual criminal record is assessed individually and may be a reason for refusal of entry to the premises of SE. SE reserves the right to refuse, on the basis of a decision of the SE Corporate & Cyber Security Department, to refuse to allow entry even without giving a reason to the Contractor.
- 3.3.4 Original of the document proving the presence at the entry clearance course or at the training to maintain general ability for entry and safe movement, stay and performance of contractual obligations, to the SE's Contract Manager, before the commencement of performance pursuant to the Contract.
- 3.4** The Contractor undertakes to comply with the rules of Physical Protection (PP) in buildings of SE, in case of breaching any duty concerning the physical protection, SE shall be entitled to apply contractual penalties for failure to comply with PP rules.
- The Contractor undertakes to comply with the prohibition on bringing in and taking out unauthorised items and objects into/from SE premises.
- At entry to and exit from SE premises, an SBS worker or other authorised employee of SE has the right to perform a personal check for any unauthorised items being brought in or taken out. At the demand of an SBS worker or authorised employee of SE, the Contractor is obliged to ensure that its workers accept an inspection of luggage, or inspection of vehicles and their spaces. At the demand of an SBS worker, a personal inspection may also be made.
- 3.5** The Contractor's personnel enters the premises of SE Headquarters through the main entrance guarded by the security service, using the identification card (hereinafter as "**Entry IDC**") issued by SE which will be given to each Contractor's personnel.
- 3.6** The Contractor is obliged to ensure that upon the deployment for works at SE in order to perform a certain contract, each of the Contractor's personnel notifies the SE's Contract Manager whether he will perform within the given period also activities concerning other contracts and that also notifies of the names of SE's Contract Managers for these further contracts. The Contractor is also obliged to ensure that at any transfer for work performance of another contract within the SE's premises, the Contractor's personnel reports this fact to the SE's Contract Manager of the contract under which he has been working up until that moment without any delay before that fact will happen.
- 3.7** Upon entry to the premises of SE as well as during stay in SE's premises, the SBS employee or other authorized employee of SE is entitled invite Contractor's personnel for test for presence of alcohol or an examination for the use of narcotic and/or psychotropic substances, to carry out such test/examination or to supervise during such test/examination.
- 3.8 Test for presence of alcohol**
- The result of a test for presence of alcohol 0,00mg/l (0,00 promile) shall be considered for negative result.
- If breathalyser test for presence of alcohol result is over 0,00 mg/l (0,00 promile), the Contractor's personnel shall be allowed to undergo a repeated breathalyser test. If during the repeated test the result is negative – the value is 0.00 mg/l (0.00 per mille) – the Contractor's personnel will be permitted to enter.
- In case the result of a test for presence of alcohol over 0,00 mg/l (0,00 promile) is confirmed, it will be proceeded in accordance with the rules defined in the General Terms and Conditions of SE valid from date of the Contract conclusion (hereinafter referred to as "GTC") which are available on the SE's web-site: <https://procurement.seas.sk/procurement>.
- 3.9 Reasonably Suspected Person for the use presence of narcotic and psychotropic substances**
- The Reasonably Suspected Person** is a person -- the Contractor's worker, reasonably suspected, that is under the influence of narcotic and/or psychotropic substances, or at whom a positive result has been found based on an examination by SE or an examination at a respective health care institution.
- The Reasonably Suspected Person shall be stripped of the Entry IDC, he shall be banned from entry, he shall be expelled from SE's premises, escorted by SBS or an authorised worker of SE, and further it will be proceeded in accordance with the rules defined in the GTC on contractual penalties and sanctions, unless proven otherwise to SE by the Contractor.
- 3.10 In case of the rejection to undergo a test** for the presence of alcohol or an examination for the use of narcotic and/or psychotropic substances, it will be proceeded in accordance with the rules defined in the



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

- GTC.
- 3.11** The Contractor is obliged to ensure that the Contractor's personnel prevents entry of third persons to the premises of SE Headquarters by provision of the Entry IDC, by misuse of somebody else's Entry IDC and by unjustified use of emergency exits without registration.
- Breaching of the mentioned duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 800 for such a violation of duty. Contractor's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.**
- 3.12** The Contractor is obliged to ensure that the Contractor's personnel protects the assigned Entry IDC or pass against loss, destruction, damage or theft. The Contractor is also obliged to ensure that the Contractor's personnel returns the Entry IDC or pass after completion of activities or duration of the Contract.
- A violation of the above mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 30 for each loss, damage or theft of the Entry IDC or pass. This contractual penalty includes the costs of issuance of an Entry IDC or pass.**
- In the case that the Contractor fails to return the Entry IDC or pass to SE after completion of the activity or at the expiration of the Contract, the contractual penalty shall be applied to the Contractor anyway.**
- 3.13** The Contractor is obliged to report any loss or theft of Entry IDC of any Contractor's personnel to SBS without any delay. A failure to report such loss or theft will cause Contractor's responsibility for all consequences of misuse of Entry IDC or pass, especially he bears responsibility for possible damage and Contractor's personnel may be banned from entry into SE's premises.
- Unless the suffered damage is compensated, the respective Contractor's personnel shall be banned from entry to the premises of SE.**
- 3.14** The Contractor is obliged to observe and also to ensure that the Contractor's personnel will observe a ban on taking photos, filming or other recording in the SE structures.
- Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for each violation of duty.**
- 3.15** The Contractor is obliged to ensure that no theft or attempted theft of SE's property or property of other suppliers is committed by the Contractor's personnel
- at SE's premises or equipment.
- Contractor's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum.**
- Violation of this duty will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 1,700 for individual violation case. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.**
- 3.16** The Contractor is obliged to ensure that any proven disassembly of or interference in the technological equipment or for manipulation of technological equipment occurs that would be made by the Contractor's personnel without authorization or at the order from the superior or Contractor's management.
- Violation of the above mentioned duties shall be considered as a substantial breach of the Contract with a possibility of immediate withdrawal from the Contract by SE. The Contractor's personnel will be included in the database of undesirable persons with the entry prohibited for the whole contract term, however up to a period of 12 months as the maximum. At the same time SE may claim a contractual penalty from the Contractor amounting to EUR 1,700 for each and every violation. Violation of the obligation according to this provision by the Contractor will be considered as a material breach of the Contract by the contracting parties, giving the possibility of immediate withdrawal from the Contract.**
- 3.17** The Contractor is obliged to ensure in a reasonable extent of protection of their property and stored items in the premises of SE; in case of observed disruption of the building, theft or attempted theft of SE's or Contractor's property, the Contractor shall be responsible for reporting of such event to the responsible SE's person or to the SBS person without any delay.
- Every next breaching of the mentioned duties will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 400 for each and every violation.**
- 3.18** The Contractor is required to promptly notify SE if the Contractor's employee, who has been allowed to enter the SE's premises for the purpose of the Performance of the Contract, has ceased to meet the conditions for allowing the entry, in particular the integrity condition.



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

If the Contractor fails to comply with the mentioned obligation, this shall be considered to constitute a material breach of the Contract with the possibility of immediate withdrawal from the Contract and concurrently SE may apply a contractual penalty against the Contractor amounting to EUR 1 700.00 per individual violation case.

4 Conditions of Contractual Performance and Technical Equipment of the Contractor

Common Provisions

- 4.1** The Contractor shall hold respective valid authorizations relevant to the subject of Contract performance pursuant to legal requirements of the Slovak Republic (hereinafter referred to as "SR"). Contractual performance may be carried out by professionally and medically capable personnel only. All the Contractor's authorisations and certificates of professional competence of their personnel shall remain valid for the entire duration of the contractual relation. The Contractor's personnel are obliged to have the respective documents available on the workplace and to prove their health capability and professional competence upon request of SE.
- 4.2** ***Failure to have valid authorizations and certificates of general, mental, health capability or professional competency by Contractor or their personnel during execution of the contractual performance will be considered as material breach of Contract with the possibility of immediate withdrawal from Contract. SE will be also entitled to claim contractual penalty from the Contractor amounting to EUR 800 for each detected case of duty violation.***
- 4.3** The Contractor shall notify SE of each change – starting of works by a new person, termination of works by a personnel, temporary or permanent change of Contractor personnel's general, mental, health or professional capability of any Contractor's personnel, as well as a transfer of the employee to perform another contract concluded between the Contract and SE, or transfer of the employee to perform a contract of another contractor - in the form of a record in Logbook pursuant to clause 4.14 or by a separate letter.
- In case of failure to report the changes specified in the article herein, SE will be entitled to claim the contractual penalty from the Contractor amounting to EUR 800 for each detected case of duty violation.***
- 4.4** SE has reserved the right of unlimited inspection of validity of authorizations, certificates of professional

capability, instructing of individual personnel at any time during the contract execution. The Contractor has agreed with this inspection.

- 4.5** The Contractor shall submit to the SE's Contract Manager the list of brought in and taken out unambiguously marked tools, measuring instruments, machines, devices and fixtures, work and protection means, binding means brought to the premises of SE for the purpose of the contractual performance. The list serves for checking the above mentioned items when taken out.
- 4.6** The Contractor shall provide for own illumination sources to illuminate workplace, which will be connected to the points of electricity supply specified by SE on the basis of separately made contracts of electricity off-take.
- 4.7** The Contractor shall perform all tests and inspections defined in technical standards, valid legal regulations and in the project of quality management and control during provision of the performance. The Contractor shall invite SE - technical supervision to perform a test and inspection five work days in advance, (the Contractor) shall also invite a body of the state technical supervision through SE if needed.
- 4.8** Contractor's Contract Manager shall keep SE informed about the situation of performance at inspection meetings and operative meetings of management organised by SE.
- 4.9** The Contractor shall provide performance on workplace in a way preventing damaging of underground infrastructure and installations.
- 4.10** Contractor shall use during the works related to termination of electric cables and lines, the certified tools (pressing pliers) corresponding to STN EN 50109-1 (Manual pressing tools Tools for pressing the termination of electric cables and lines for the low frequency and high frequency applications.).
- 4.11** If the Contractor provides for the spare parts according to running requests of SE, they shall be specified in the Logbook pursuant to clause 4.14.
- 4.12** The personnel of Contractor's work group are obliged to acquaint themselves with the task prior to the execution of performance and to participate in the meeting delivered by SE's Contract Manager before the start of the performance.
- 4.13** The Contractor shall invite SE in writing for inspection of the contractual performance which will be covered, or will become inaccessible **not later than 2 work days in advance** or in agreed terms.
- Assembly / Construction Logbook/ Service Book / Service Account**
- 4.14** The Contractor shall keep an Assembly/Construction Logbook/Service book/Service account (hereinafter referred to as the **Logbook**) according to the type of provided contractual performance. Where the



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

- Contractor fails to keep properly the Logbook from the day of the workplace/site takeover, this fact will be considered as a substantial breach of the Contract.
- 4.15** The Contractor shall bring the Logbook on the workplace at the beginning of performance, the same shall also organise its registration by SE's Contract Manager. The pages in the Logbook shall be numbered, any impaired page shall remain in the Logbook – it cannot be pulled out. The Logbook shall be permanently accessible on the workplace during the working hours and constantly available for SE.
- 4.16** The Contractor shall submit the records in the Logbook for signing to SE on daily basis.
- 4.17** Contractor's Contract Manager shall record the following facts to the Logbook from the date of site or workplace overtaking:
- Daily statement of the nominal list of its personnel present in the performance on the workplace;
 - Daily statement of the work completed that is required in accordance with the Contract; The list shall contain the unit of measure and the number of units pursuant to the Contract with a clear identification of performances for individual jobs executed, along with the information about the place of performance unless the place is defined by the Order;
 - Daily information about any problem with performance and decisive circumstances related to performance and on occurrence of any event preventing or hindering execution of performance due to a delay or prolongation of the Performance period;
 - Opinions and statements to SE's requirements, namely within 3 work days after recording a requirement; otherwise, it will be considered as their approval with SE's record;
 - Opinions on SE's requirements beyond the scope of performance agreed in the Contract;
 - Takeover of the special fixtures borrowed (binding fixtures, special tools, etc. - date and scope);
- 4.18** SE's Contract Manager shall record the following in the Logbook:
- The record on initial training of Contractor's personnel on the workplace containing the signatures of both contracting parties;
 - Record on workplace/site handover to the Contractor for the purposes of performance;
 - The scope of work and performance required from the Contractor or a reference to other record defining the scope/performance in accordance with the subject of the Contract; any change of the scope shall be recorded in writing in accordance with the Contract.
- SE's opinions to the Contractor's requirements within 3 work days after recording a requirement; otherwise, it will be considered as its approval with Contractor's record;
 - The check of performance and of the compliance with the provisions of the Contract at least once in two days;
 - Confirmation with a signature about borrowing of special fixtures (binding fixtures, special tools, etc.);
 - Confirmation with signature about material fulfilment of the contractual performance.
- 4.19** Records entered in the Diary may be performed on behalf of SE also by other persons authorised or mandated by SE and workers of SE expert units, performing control activities within OHS and FP authorised or mandated by SE provided that such activity doesn't result directly from their scope of employment. If SE records a detected shortage into the Logbook, the Contractor shall eliminate the shortage in the term defined therein. If the Contractor fails to do so, SE is entitled to order an interruption of the contractual performance until the remedy of the shortcoming. Consequences and damages following from the interruption of performance are born by the Contractor in full extent.
- 4.20** The Contractor shall prepare an Inspection protocol needed for making breakdown of costs to individual orders for invoicing purposes. Having the documents approved by SE, the documents shall be attached to the invoice for the performance carried out.
- 4.21** The duty to keep the Logbook shall elapse on the date of handover and takeover of properly executed performance by mutually signed Handover and Take-Over Minutes/ Protocol or on the date of removal of all defects according to the Handover and Take-Over Minutes / Protocol. The duty to keep the Logbook in the place of works shall not apply to the design works.
- Common Provisions on General Requirements for Documentation**
- 4.22** Providing that elaboration of the design and technical documentation and/or contractual technical documentation is the subject matter or a part of the performance, in accordance with the Contract, the Contractor shall follow the requirements defined in the technical assignment to be received from SE when preparing documentation.
- 4.23** The Contractor shall prepare the design, technical and/or contractual technical documentation in compliance with generally binding valid legal regulations and valid standards (STN 01 31 60 –



Slovenské elektrárne, a. s., Bratislava
General Technical Terms of Performance in SE, a.s.
(Headquarters)

Technical drawings – modifications of drawings, etc.). The Contractor shall base preparation of their design, technical and/or contractual technical documentation on the existing code list structures (SO), elementary system (PS), elementary subsystem (DPS) provided by SE.

- 4.24** The Contractor shall submit the design, technical and/or contractual technical documentation in written form together with list of drawings divided into individual packets in the contractually agreed number of counterparts. A list of documentation prepared in the form of a protocol with documentation check list shall be a part of the project. It is a list where every document shall be defined as a separate item. A document shall mean any textual or drawing part of the design documentation with its own stamp in the corner. SE shall provide the form and template for filling in the protocol.

- 4.25** The Contractor shall submit an elaborated design, technical documentation and/or contractual as-built documentation after completion of the performance. Each document shall contain:

- the as-built stamp,
- legible name and signature of the authorised person responsible for the documentation submitted, proving that it is in accordance with contractual performance,
- the date and stamp of the organisation which carried out the performance.

The as-built documentation (DSV) shall state the relations to valid archive documentation set by means of relevant references on the drawings or in a form of a drawings list related to as-built-documentation drawings in the archives. Drawings from the as-built documentation shall specify whether the drawing changes or supplements or replaces the original drawings or whether it is a new one.

- 4.26** Contractor shall submit the hard-copy and its electronic form in formats used by SE. Graphic files in formats *.DWG, *.DXF, *.DGN, text portable documents in formats *.DOC, *.XLS, *.MDB and *.PDF or other agreed form. If the Contractor hands over documentation in *.pdf format, it is obliged to also hand over the source files from which the *.pdf files were created. All the documentation delivered by the Contractor in electronic form will be stored on a non-erasable medium. Each medium will be accompanied by a Hand-over protocol signed by the contractual parties confirming the compliance of the hard-copy with the digital copy.
- 4.27** Providing that there is a digital form of the design

and technical documentation in SE, it will be provided to the Contractor according to the contractual provisions. The original digitalisation principles have to be followed when carrying out performance.

- 4.28** *Contractor's failure to meet deadlines for submission of fair copies of individual documentation forming a part of the subject of Contract (e.g. Detailed design, Contractual technical documentation, As-built documentation, Technological procedure for construction and installation works etc.) will entitle SE to claim a contractual penalty from the Contractor amounting to EUR 200 for each document and for each begun day of duty violation.*

- 4.29** In the case of online updating of as-is documentation and accompanying technical documentation, the Contractor shall receive SE's requirements, according to which the Contractor is obliged to proceed after acceptance of the capital investment project.

5 Counter-performance by SE

Common Provisions

- 5.1** If owned by SE, SE shall provide the Contractor with the available as-is documentation as well as any other documentation pertaining to the subject-matter of the Contract. Within 2 weeks from the date of the meeting, SE shall provide the available documentation specified at the bilateral meeting between the Contractor and SE, which is held upon the appeal of the Contractor made within 5 days from delivery of the signed Contract.
- 5.2** SE shall provide the Contractor with technical cooperation in the necessary scope which includes delivery of supplementary data and specification of documents needed during the performance according to the contract.
- 5.3** If necessary, SE shall mark up the entire underground network and infrastructure on the workplace when handing over workplace and, (SE) shall deliver the consent of administrators of the underground and elevated infrastructures to the Contractor, for provision of the performance and conditions of administrators under which the Contractor may provide performance.
- 5.4** SE is entitled to suspend temporary performance of the Contract or its part by a notification in writing. For that period the Contractor shall be divested of responsibility for performance resulting from the Contract until the written notification that (the Contractor) may continue.