

(The contract shall be prepared for an individual lot for which the tenderer is to be selected)

MODEL CONTRACT ON THE PROVISION OF SERVICES DURING THE OVERHAUL OF UNIT 6 -

_____ *(insert the name of the lot)*

(Contract No. _____)

agreed and concluded by and between

TERMoeLEKTRARNA ŠOŠTANJ, d.o.o.,

Cesta Lole Ribarja 18, 3325 ŠOŠTANJ,
represented by Branko Debeljak, the managing director
hereinafter referred to as "**the Employer**".
ID for VAT: SI 92189903.
Company registration number: 5040388000.

and

COMPANY NAME

Address

represented by _____, Director
hereinafter referred to as "**Contractor**".

ID for VAT: SI _____.

Company registration number: _____.

as follows

1. PRELIMINARY PROVISIONS

The Employer published a public contract "Provision of services during the overhaul of Unit 6" on the Public Procurement Portal under notice No. _____ of _____ as well as in the Official Journal of the EU under notice No. _____ of _____.

The contract award procedure was conducted under the negotiated contract procedure in accordance with Article 45 of the Public Procurement Act (ZJN-3).

A contract award decision became final on _____.

The Contracting Parties note that an unhindered, reliable and safe operation of the power plant (TEŠ) requires the provision of services during the overhaul of Unit 6 - _____ *(insert the name of the lot)* (hereinafter referred to as: "Services").

The Contractor submitted their application, tender which after negotiations became final and which was reviewed and approved by the Employer. The aforementioned application/tender was the most advantageous tender and as such forms the basis for the conclusion of this contract which shall be concluded once the contract award procedure has been completed.

The contract award documentation and the Contractor's application/tender form an integral part of this contract. All documents of which the contract consists shall be deemed a whole and shall also be construed as such. In the event of any contradictions or inconsistencies regarding certain obligations, the following order of precedence shall apply in the construction of such obligations, unless agreed otherwise:

1. Contract
2. Contract award documentation;
3. Technical documentation
4. Tender proforma invoice including the specification of services
5. Contractor's application/tender.

2. SUBJECT OF THE CONTRACT

2.1

By signing this contract, the Contracting Parties agree for the Contractor to provide, against consideration, the following services for the Employer _____ *(insert the name of the lot)*, in the manner as agreed between the Contracting Parties herein. The Contractor undertakes to fulfil their

obligations under this contract in a quality and professional manner and within the volume required by the Employer and in line with the applicable legislation.

2.2

The provision of services - _____ (*insert the name of the lot*) shall encompass all services which are listed in technical specifications and any other services that might be identified as necessary for an unhindered operation of Unit 6 and that the Contractor is able to carry out.

The Employer reserves the right to increase or reduce the volume of ordered services and to adjust it to their actual requirements. The Contractor is aware of and agrees that owing to the aforementioned proviso they cannot reasonably expect to have any profit and that they have no rights whatsoever in respect of loss of income or loss of profit resulting from the loss of positive contractual interest or alike in the event the volume of the ordered services is lower than anticipated owing to the Employer's reduced requirements. The envisaged volume of services may also deviate from the estimates owing to the circumstances which the Employer is unable to foresee.

(Provided such lot is under question)

The specification of services comprises the Employer's estimate of the required volume of services, as at the time of concluding the contract it is not possible to determine the exact volume of the required services. Consequently, the required services may deviate from the estimate, taking account of the Employer's actual requirements.

By submitting the tender, the Contractor consents with the Employer's provisos set out in the contract award documentation and this contract, so the Employer may, if applicable, implement them unilaterally.

3. IMPLEMENTATION DEADLINE

(It shall be adjusted by individual lot)

The Contractor undertakes to provide the services - _____ (*insert the name of the lot*) fully in line with the (submitted) indicative time schedule or/and in line with the technical part of public contract award documentation or/and in line with the Employer's requirements, during the period envisaged for the overhaul service (May/June 2025).

Once the provision of services has been completed, the Contractor and Employer shall sign an official record of provided services. When the aforementioned record is signed, the obligations to be fulfilled under this contract are deemed fulfilled.

If the Employer unreasonably refuses to sign the official record of the successful performance of the services by the Contractor, the subject-matter of the Contract shall be deemed to have been accepted, or the services performed by the Contractor shall be deemed to have been accepted, as from the date of the Employer's unreasonable refusal to sign the official record. Otherwise, the services shall be deemed to have been taken over on the date on which their use commences or the date on which the services of the Contractor are used commercially.

The Employer reserves the right to change the service provision deadline, provided the envisaged overhaul date is postponed to 2026 or to any other date; and the right to extend the deadline for the provision of services if for reasons attributable to the Employer the provision of services is, at the Employer request, delayed or postponed, if the Employer orders additional services or demands that the provision be carried out in a significantly different manner affecting the critical channels in the provision of services – for as much time as is necessary for the services to be provided.

The Employer reserves the right to postpone, change or extend the deadline for the provision of services and/or time schedule for individual lot on account of circumstances attributable to the Employer and in the event the date scheduled for the overhaul service has been changed, and the Contractor agrees thereto.

Owing to potential unforeseen circumstances (e.g. postponed shut-down of unit 6, proven difficulties/delays in transporting or in supplying the materials required for the goods and thereto related disturbances of production or limited production etc. through no fault of the Contractor) the provision of the services may be rescheduled or postponed for as long as such unforeseen circumstances lasted. This, however, shall not change the obligations the Contractor has under the contract or the value of the contract.

The Employer reserves the right to extend the deadline for completing the implementation of the services if for reasons attributable to the Employer there is a delay, a suspension of the implementation of services, if the Employer orders additional services to be implemented or demands that the implementation be carried out in a significantly different manner affecting the critical channels in the implementation of services - for as much time as is necessary for the services to be implemented.

Owing to potential unforeseen circumstances that might result in the postponement of the date scheduled for the overhaul, the provision of services might also get postponed or extended, with a prior agreement of the Employer, for as many days as such unforeseen circumstances lasted. This, however, shall not change the obligations the Contractor has under the contract or the value of the contract.

Any changes to the contract that might be necessary shall for all the things listed above be implemented in line with point one of Article 95(1) of Public Procurement Act (ZJN-3).

4. OBLIGATIONS OF THE CONTRACTOR

The Contractor undertakes to perform their contractual obligations in accordance with professional rules, in line with the requirements and instructions of the Employer and within the set time limit, and to immediately inform the Employer in writing of any circumstances which might hinder or prevent quality and timely implementation of the services, and to use advanced technologies and methods.

The Contractor guarantees to have at their disposal the necessary equipment and technology required to provide the services in a timely and quality manner.

The Contractor in their capacity as a professional with years of experience states that they carefully reviewed the technical part of the Employer's documentation which will serve as the basis for the provision of services under this contract, that the documentation is free of any flaws and shortcomings which the Contractor might have noticed, that they prepared the tender based on this documentation, and they represent and warrant that in their capacity as the professional they warrant that the tender takes account of all quantities and types of services under this contract and all the cost required for the provision of services, and that they shall themselves be held responsible for the cost of any unforeseen or excessive services required for the provision of services under this contract.

In the framework of implementing their obligations under the contract, the Contractor is obliged in particular:

- to start providing the services within the contractually agreed time limit, to provide the services in line with the provisions contained in the contract and to complete them within the contractually agreed time limit;
- to implement the contractual obligations in a professional, diligent and quality manner, in line with technical regulations, applicable standards, and norms;
- to implement all contractual obligations in a prudent manner and for the benefit of the Employer;
- to enable the Employer permanent control over the provision of the services and over the quality of provided services;
- to cooperate with the Employer's representatives responsible for control for the entire duration of fulfilling their obligations hereunder;
- to notify the Employer in time of any bottlenecks and delays that might impact the deadline for the provision of services;
- to hand over the entire documentation which is stated in the technical part of the documentation regarding the awarding of the contract in line with the Employer's requirements.

If the Employer has reasonable concerns that the Contractor will not fulfil their contractual obligations within the agreed deadlines, that they will not achieve an adequate quality or that they will not fulfil their obligations under the contract, the Contractor must do everything in order to catch up with the delay or set up the required quality at their own expense. Otherwise, the Employer may enforce the right to terminate the contract and the right to contractual penalty.

The Contracting Parties do not waive retroactive changes in circumstances.

5. OBLIGATIONS OF THE EMPLOYER

In the framework of implementing their obligations under the contract, the Employer is obliged in particular:

- to do everything necessary for the Contractor to be able to fulfil their contractual obligations;

- to closely cooperate with the Contractor in order for the contractual obligations to be fulfilled in time and in a mutually satisfactory manner;
- to notify the Contractor of any circumstances that might impact their ability to fulfil their obligations under the contract.

6. CONTRACTUAL PENALTY

The Contracting Parties agree that if the Contractor fails to fulfil their obligations under this contract within the agreed time limit or if the Employer finds that the Contractor is unable to provide the service(s) ordered by the Employer, the Contractor shall pay the contractual penalty within eight (8) days of the date of the invoice or if the Contractor fails to fulfil their obligations in time, the Employer may for reason of coverage engage another Contractor at the Contractor's expense and demand from the Contractor the difference between the purchase price determined in the agreement and the purchase price paid for the coverage purchase.

In the event the Employer engages another contractor, the original Contractor must pay to the Employer not only the contractual penalty but also the costs of the invoice issued by the other contractor increased by 8% which constitute the contractor's manipulation costs.

If the Contractor through no fault of his own, i.e. for reasons attributable to the Employer, is unable to fulfil their obligations under the contract in time, or in the event of force majeure, the contractual time limit may be extended accordingly. In this case the Contractor shall be obliged to convincingly evidence the circumstances that prevented them to fulfil their obligations under the contract in time. The contractual deadline may also be extended in other cases if the Employer estimates that replacing the Contractor despite an insignificant delay in fulfilling the obligations under the Contract would not make sense.

The amount of the contractual penalty shall be determined on the basis of the price listed in section 7 of the Contract. The contractual penalty to be paid for each day of delay shall amount to 0.5% of the entire total/maximum estimated (*to be adjusted by individual lot*) value of the contract, with the maximum contractual penalty being capped at 15% of the entire total/maximum estimated (*to be adjusted by individual lot*) value of the contract.

Apart from the contractual penalty, the Contractor shall also be obliged to pay to the Employer the compensation for damage incurred by the Employer on account of the Contractor's failure to fulfil the obligations which they assumed under this contract.

In the event of damage which the Employer incurs on account of the Contractor's **non-performance, improper performance or** delay in fulfilling their obligations, the Contractor shall be obliged to pay not only the contractual penalty but also the compensation for the damage incurred by the Employer as a result of the Contractor not fulfilling the obligations which they assumed under this contract, with such compensation being capped at the total value of the contract (incl. VAT). This limitation does not apply to damage caused by intent or gross negligence. If requested by the Employer, the Contractor shall, together with the Employer, participate as a party to any potential dispute resulting from the Contractor being in delay in fulfilling their obligations, fulfilling their obligations improperly or failing to fulfil their obligations.

The Contractor shall not be liable to the Employer for any reflex damages, damages due to breach of trust, loss of use, loss of profit or any indirect damages suffered by the Employer, unless the Contractor has caused such damages through gross negligence or intentional intent. Any limitation of the Contractor's liability for damages shall also apply to the Contractor's employees, subcontractors and sub-subcontractors.

The Contracting Parties agree that the right to the contractual penalty is not contingent on damage being sustained by the Employer. The Employer shall require the compensation for damage so sustained under the generally applicable tort principles, independently from the enforcement of their right to contractual penalty.

7. CONTRACTUAL PRICE

7.1 Price per unit

Contractual prices per unit by individual items are defined in the attached Specification of services - _____ (*insert the name of the lot*), are fixed for the duration of the contract and do not comprise VAT which shall be charged at the currently applicable legislation.

7.2 Total contractual value

The Contracting Parties agree that the total/maximum estimated *(it shall be adjusted by individual lot)* price under the contract for the provision of services during the overhaul of Unit 6 - _____ *(insert the name of the lot)* shall amount to EUR _____ exclusive of VAT.

8. PAYMENT CONDITIONS AND PAYMENT METHODS

(This section shall be completed accordingly by individual lot and the option selected by the Contractor)

The record/construction book evidencing that the services under the contract have been provided in a quality manner form the basis for the account of actually provided services. The aforementioned record/construction book evidencing the actual number of performed hours/specification of provided service *(it shall be adjusted by individual lot)* shall be attached to the invoice.

The period starting on the first and ending on the last day of the month shall be considered the accounting period.

Option 1

The Employer shall pay the price of the provided services within 60 days of the date of performance of the services to the Contractor's current account.

Option 2

The Employer shall pay the price of the provided services in the following manner:

- 20% of the value of the contract as an advance payment within 30 days of the issue of the advance payment invoice with an advance payment bond attached thereto, which shall be settled in a share proportionate to the provided services;
- 80% of the value of the contract within 60 days of the date of the performance of the services to the Contractor's current account.

The Contractor undertakes to deliver the correct invoice, both in terms of content and calculated amounts, to the Employer's registered office or to their e-mail address tes.invoices@te-sostanj.si in a PDF format within 8 (eight) business days from the date of the performance of the services.

The invoice shall also have the amount of VAT indicated or shall comprise an adequate statement of the service being exempt from the payment of VAT in line with the regulations governing the VAT accounting in the EU Member States.

The Employer shall be obliged to pay the issued invoice no later than by its due date.

The default interest shall be calculated in the amount of the rate corresponding to the 6-month EURIBOR applicable on the due date of the invoice. The Employer shall be obliged to pay the interest within 30 days of the issued invoice.

9. OTHER OBLIGATIONS OF CONTRACTING PARTIES

9.1 Business secret and personal data protection

The Contracting Parties undertake to:

- treat as business secret all data and information they receive or which they will have access to or which they will be acquainted with, regardless the form (in writing or in oral form) and regardless the media such data and information is on, if such data is defined as business secret as well as any such data and information not specifically determined as business secret, if the Contractor should or could have known that sending or disclosing such data and information to unauthorised persons could cause pecuniary and non-pecuniary damage to the Employer, the companies within the Employer's group or third parties;
- to permanently protect all personal data which they will become acquainted with in performing their work or the companies within the Employer's group or Contractor's group or in relation to the work performed for the Employer or the Contractor or the companies within the Employer's group or Contractor's group which they will become acquainted with in performing their work for the Employer or Contractor or the companies within the Employer's group or Contractor's group regardless of whom such data refer to.

Permanent protection of business secret and personal data as described in the preceding paragraph means for both Parties to use the documents, data and information under the preceding paragraph exclusively for the implementation of this contract, and not to disclose any such data, without a preliminary written consent of the other party, to any third parties, in particular not to publish them in media and not to reproduce them or use them for any other purpose but for the implementation of this contract, and to immediately return to the other Party or destroy all records on paper or other media, if the other Party so requires.

The Contracting Parties undertake to bind all their personnel who participate in the implementation of this contract by the same level of business and personal data protection obligation as they are bound to under this Article.

The Contracting Parties are aware of the fact that violating the obligation of protecting business secret and/or personal data under this Article constitutes a violation of the applicable regulations and as such the basis for liability for damages on the part of both Parties.

Notwithstanding the foregoing, the Employer is subject to the obligation to provide access to public information and is thus obliged to publish certain data that proceeds from the concluded legal transaction by operation of law.

9.2 Subcontractors (*shall be taken into account if the Contractor engages a subcontractor*)

The Contractor may assign the implementation of the services under this contract to the subcontractors listed in the list of subcontractors in Appendix No. 7 and with the data on individual subcontractor in Appendix No. 7a. If there are any changes regarding the subcontractors during the implementation of the public contract the Contractor shall inform thereof the Employer and shall send them new information no later than within five days of the change including all the necessary appendices. Any such change shall not release the Contractor of any of their obligations and liabilities they have under the contract.

The Contractor specifically undertakes to inform all their subcontractors of the obligation to protect business secret and personal data as is stipulated under Section 9.1 of this contract.

Notwithstanding the provisions of the preceding paragraphs of this Article the Contractor shall be obliged to verify the adequacy, qualifications and references of the subcontractors and shall be held responsible for any actions, omissions or negligence of any of their subcontractors, their representatives or substitutes as if any such actions, omissions or negligence had been performed by the Contractor themselves, their representatives or substitutes.

With the aim to ensure a correct implementation of this contract, the Contractor shall be obliged to represent their subcontractors in their relations vis-à-vis the Employer as well as to manage and control their work.

(only if a subcontractor requires a direct payment)

If a subcontractor requiring direct payment is involved, Appendix No. 8 (Subcontractors' consents) shall form an integral part of this contract under which the subcontractors provide their consent that the Employer may settle the Contractor's liabilities towards the subcontractors. In this case the Contractor, by signing this contract, authorises the Employer to make direct payments to all subcontractors listed in the contract. Any such payments shall be made based on the approved invoice/statement to the current accounts listed in the table hereinafter. The Contractor shall be obliged to attach to their invoice/statement the invoices/statements of their subcontractors which they had approved beforehand. The payment is conditioned upon an approved invoice/statement of the subcontractor.

Appendix No. ____: The Contractor shall implement this contract with the following subcontractors:

	SUBCONTRACTOR'S NAME
FULL ADDRESS	
COMPANY REGISTRATION NUMBER	
TAX ID NUMBER	
CURRENT ACCOUNT	
SUBJECT	
QUANTITY	
VALUE	

PLACE OF IMPLEMENTATION	
IMPLEMENTATION DEADLINE	
TYPE OF WORKS	

The Contractor shall be liable in full to the Employer for the performance of the obligations, regardless the number of subcontractors involved.

If direct payment to the subcontractor is not obligatory, the Employer shall require from the main Contractor to send them, no later than within 60 days of the payment of the final invoice or of the final statement, their written statement and the statement of the subcontractor that the subcontractor had received the payment for their work or services or supplied goods that relate directly to the subject of the public contract.

If they fail to submit the statement in time, this forms the grounds for an instigation of a minor offence procedure against the Contractor before the National Review Commission. Apart from the fine, the sanction also envisages the exclusion of the Contractor from the public procurement procedures for a prescribed period of time.

In accordance with Article 94(3) of the Public Procurement Act the Contractor shall notify the Employer of any changes to information on subcontractors and shall send information on new subcontractors that they intend to subsequently involve in the implementation of the public contract. They shall do so no later than within five (5) days of hiring a new subcontractor. Should the Contractor fail to do so, the Employer has the right to charge them a contractual penalty in the amount of EUR 5,000.00 every time the Contractor fails to inform them of any changes of subcontractors.

9.3

The Contracting Parties agree that upon entering the Employer's premises the Contractor shall receive an identification card allowing them to enter the Employer's company. As soon as the services are rendered and as they leave the company, the Contractor shall be obliged to return the identity card at the Employer's reception desk. Should the Contractor's personnel forget to return the identity card(s), the latter shall be charged as per the applicable price list of the Employer. The same applies in the event the Contractor subcontracts the works to subcontractors.

9.4

The Employer undertakes to acquaint the Contractor with the Management System. The Contractor undertakes that in implementing this contract they shall comply with the requirements of the Employer's Management System. The requirements of the Management System are annexed to this contract and shall be bound together with this contract. In the performance of their work, the Contractor also undertakes to comply with the safety at work regulations that apply at the Employer's premises and to enter into a Safety at Work Agreement with the Employer. A form entitled Health and Safety at Work and Fire Safety forms an integral part of this contract and shall be bound together with the contract.

9.5 Damage resulting from environmental pollution

In implementing this contract, the Contractor shall be obliged at any time to comply with the applicable environmental protection regulations. If owing to the Contractor's act or omission the applicable environmental protection regulations would be violated and the Employer would as a result incur any damage, including the payment of a fine or penalty, the Contractor undertakes to compensate the Employer for such damage in full. In any such event the Employer shall have, based on this provision, an independent claim towards the Contractor. The Contractor shall be obliged to settle any such claim based on the issued invoice within eight (8) days of the invoice being issued.

9.6

The Contracting Parties agree to inform each other immediately in writing of any changes to the data, in particular of the changes pertaining to the current account, ID for VAT purposes, registered office or a change to the pursued business activity, status and commercial changes, financial difficulties arising from regular operation or dissolution of the company.

9.7

The Contractor shall be obliged to regularly monitor all legislative acts and implementing regulations and other relevant legislation referring to the subject of the contract, and shall comply with them and also assumes full

responsibility for it. The Contractor shall also be obliged to inform the Employer of any potential acts and obligations imposed on the Employer. The Employer assumes no responsibility towards third parties for any defects, claims for damages and alike arising from the Contractor's failure to comply with the legislation in relation to the subject of the contract. The cost of any repairs or changes to the way they acted, as established by a competent inspection authority, shall be borne by the Contractor provided they refer to the services that were performed by the Contractor.

10. WARRANTY PERIODS AND OBLIGATIONS DURING WARRANTY PERIOD

The Contractor undertakes, under the time limits and conditions stated hereinafter, to remedy any shortcomings or defects which result from the defects, shortcomings or inadequacy of material, workmanship, installation procedures or services identified during the control inspection.

Should the Employer identify any shortcoming from the preceding paragraph during the warranty period, they shall inform thereof the Contractor in writing within the shortest possible time. After having received such a notice, the Contractor shall repair or remedy the shortcomings of the provided service within the shortest possible time with no costs for the Employer. The warranty period for the replaced provided services shall start run afresh from the time of re-performance of the services, while the warranty period for the repaired equipment parts shall be extended accordingly for the time when the defect occurred and until it has been rectified. If the Contractor fails to immediately start remedying the shortcomings, the Employer shall remedy the same themselves or through another contractor, and shall charge the cost of this to the Contractor.

Unless defined otherwise in the technical part of the documentation, the Contractor provides a 1-year warranty for the services provided during the overhaul of Unit 6 - _____ (*insert the name of the lot*). Such warranty period shall start to run from the date of the provision of services. During the warranty period the Contractor shall at their own expense remedy all defects resulting from a poor provision of the service or from low quality materials provided by the Contractor.

In the event of damages, defects or shortcomings which are proven to result from inadequate material provided by the Contractor or any kind of hidden defect, the Contractor's obligations shall apply even after the warranty periods have expired but no more than 5 years after the acceptance of works.

11. FORCE MAJEURE

The Contractor shall not be held responsible for damage which occurs because they fail to fulfil or because they are in delay in fulfilling their obligations under the contract, if after the conclusion of the contract, certain unforeseeable circumstances occurred, which the Contractor was unable to prevent, remedy or avoid (force majeure).

Should the circumstances from the preceding paragraph hereof arise, the Contractor shall no later than within 7 days inform the Employer in writing of the onset and cessation of such circumstances and shall, if the Employer so requires, submit to them any evidence of the existence and duration of force majeure as well as of its scope and repercussions. If they fail to do that, they cannot invoke force majeure clause.

After the end of force majeure, the Contracting Parties shall draw up a record in which they note potential changes to the obligations under the contract and based on such record conclude an annex hereto.

If on account of force majeure the Contracting Parties incur any damage, each Contracting Party shall cover the damage incurred as a result of force majeure.

Given the duration of the force majeure, the contractual deadlines shall be extended accordingly with a written agreement between the parties.

12. ANTI-CORRUPTION CLAUSE

If in relation to this contract a person promises, offers or gives any undue advantage to the representative or agent or a signatory of the Employer on behalf or for the account of the other Contracting Party for the purpose of obtaining business, concluding business under more favourable terms and conditions, omitting due supervision over the implementation of obligations under the contract, or any other act or omission which causes the Employer damage or by which the representative or the agent or the signatory are put in a position to obtain an undue advantage by the Employer or by the other Contracting Party, or if any such other party is put in a position to obtain undue advantage, this contract shall be deemed null and void.

13. TRANSACTIONS WITH MEMBERS OF THE MANAGEMENT BOARD, SUPERVISORY BOARD, MANAGERS AND PROCURATION HOLDERS

By signing this contract, the Contractor declares that in none of the stages of concluding or implementing this contract they have not concluded nor will they conclude any transactions with the Company's members of the management board, supervisory board, managers and procuration holders or their family members, and familiarises themselves that in line with Article 270.a of the Companies Act they must inform of any such transactions the Employer's company because the conclusion of any such transaction is subject to the consent of the supervisory board or the general meeting in the event the company has no supervisory board. The Contractor declares that they have been familiarised with the content of this paragraph including the obligation to inform and that they are familiar with the consequences arising therefrom. Therefore, they agree that a separate declaration of the Contractor on the non-existence of the aforementioned circumstances is not necessary and the Contractor waives any such declaration.

14. CONDITION SUBSEQUENT

This contract has been concluded under the condition subsequent which shall be fulfilled if one of the following conditions are met:

- if the Employer has knowledge that the court has, through a final decision, established that the Contractor or a subcontractor had violated labour, environmental or social legislation; or
- if the Employer has knowledge that during the implementation of this Contract the competent state body established that the Contractor or subcontractor committed at least two breaches in relation to:
 - the payment for the work performed,
 - working hours,
 - breaks,
 - the performance of work under civil law contracts notwithstanding the existence of elements of employment relationship; or
 - illegal employment,for which they have been fined by one or more final decisions.

If the Employer becomes aware of the violation, they shall inform thereof the contractor within ten days.

The Contractor may, within the time limit specified by the Employer, with the time limit being maximum fifteen (15) days, produce evidence demonstrating that they have adopted sufficient measures to prove their reliability despite pending violations. If it was the subcontractor who committed the violation, the Contractor may within the same time limit produce evidence demonstrating that the subcontractor has adopted sufficient measures to prove their reliability despite pending violations. If the Contractor fails to produce evidence for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, the Contractor may replace the subcontractor within the time limit determined by the Employer, with the time limit being maximum fifteen (15) days as is stipulated under Article 94 of the Public Procurement Act (ZJN-3), or they may take over the part of the works which they subcontracted, providing such replacement or taking over of the works does not imply a significant change to the contract. If the Contractor fails to produce evidence either for themselves or for the subcontractor or if they do submit it but the Employer estimates such measures are insufficient, or if the Contractor does not take over the works themselves or fail to propose a new subcontractor, or if the Employer rejects the new subcontractor in accordance with Article 94 of the Public Procurement Act (ZJN-3), the condition subsequent shall be deemed fulfilled provided that there is at least six months from the time the Employer is informed of the violation until the expiry of the contract. Notwithstanding the preceding sentence, the public works contract shall not be terminated if the termination of the contract would cause the Employer disproportionate costs or substantial difficulties for the smooth execution of the works or disproportionate delays, and provided that the Employer informs the Contractor that the Contract is not to be terminated no later than twenty (20) days after becoming aware of the violation.

In the case that a condition subsequent is satisfied, the contract for the relevant Contractor shall be deemed terminated on the date of conclusion of a new contract for the relevant public contract award procedure. The Employer shall inform the Contractor of the date of conclusion of the new Contract.

If within sixty (60) days of becoming aware of the violation, the Employer fails to initiate the new public contract award procedure, the contract shall be deemed terminated on the sixtieth (60th) day of the date on which the Employer becomes aware of the violation.

15. PERSONS RESPONSIBLE/CONTACT PERSONS FOR THE IMPLEMENTATION OF THE AGREEMENT

To facilitate the implementation of this Contract, the Contracting Parties agree to each appoint their respective responsible person/contact person.

_____ (_____._____.@te-sostanj.si) shall be appointed responsible person by the Employer.
_____ (_____._____.@te-sostanj.si) shall be appointed contact person by the Employer. The Employer's responsible person/contact person shall give instructions to the Contractor in accordance with the provisions of this contract.

_____ (_____._____.) shall be appointed responsible person by the Contractor.
_____ (_____._____.) shall be appointed contact person by the Contractor. The Contractor's responsible person/contact person ensures that the Employer's instructions are implemented.

Should the Contracting Parties change the responsible persons/contact persons appointed hereunder, they shall inform each other thereof in writing.

16. FINAL PROVISIONS

The contract becomes effective when it is signed by both Contracting Parties and shall be valid until all obligations arising herefrom have been fulfilled.

The Contracting Parties agree that the Contractor shall be prohibited to transfer any claims arising from this Contract to any other natural or legal person, to pledge any such claims or to freely dispose thereof.

The Contracting Parties may only amend the contract by mutual consent. Any amendment shall only be valid if made in writing in the same manner as this contract.

If any provision hereof is or becomes invalid, this does not affect the validity of other provisions hereof. The invalid provision shall be replaced with a valid one, which must come as close to the purpose of the original invalid provision as possible.

The Contracting Parties shall resolve any disputes arising herefrom by agreement. Should they be unable to resolve any such dispute, the matter will be resolved by the Celje District Court (Okrožno sodišče v Celju).

If the Contractor fails to meet their obligations under this contract, if they implement this Contract contradictory to explicit requirements/instructions of the Employer or contradictory to the rules of profession, technical regulations, standards, and applicable legislation or when it is obvious that the Contractor will not be able to meet their obligations hereunder, the Employer shall warn them thereof in writing and shall set an adequate time limit for a proper implementation of the contract. If the Contractor fails to take notice of the written reminder of the Employer, the latter is entitled to terminate the Contract without notice period and without any liability towards the Contractor. The Employer shall terminate the Contract by sending a written notice thereof to the Contractor.

Notwithstanding the above, the Contracting Parties agree that the Employer may at any time, without stating the cause or reason, terminate the Contract with a 2-month notice period which starts on the date when the Contractor receives the written notice of termination.

This contract is subject to the law of the Republic of Slovenia.

This contract is made in two (2) counterparts of which the Employer shall receive one (1) and the Contractor shall receive one (1). If the Contract is signed electronically using the certified digital certificate, one (1) signed counterpart thereof in the electronic format shall serve both parties hereto.

Signed on: _____

Signe on: _____

COMPANY NAME

Director:

Name and surname: _____

TERMOELEKTRARNA ŠOŠTANJ d.o.o.

Managing Director:

Branko Debeljak

Appendix:

Specification of services – Provision of services during the overhaul of Unit 6: LOT _____: _____ (*name of the lot*).

Health and safety at work and fire safety (1 page).

Requirements in the field of system management (23 pages).

(In the event subcontractors are involved):

List of subcontractors – appendix No. 7.

Subcontractor details – Appendix No. 7a.

Consent and authorisation of the contractor and subcontractor - Appendix No. 8.