

AMENDMENT 10
to the

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name
Consultant services for "Complex ES Bystričany - Transformation 400/110 kV"
(PMU Consultant)

Grant No.
BIDSF 020B

Contract No.
BIDSF-020-01-01-00

between

Slovenská elektrizačná prenosová sústava, a.s.

Mlynské nivy 59/A, 824 84 Bratislava, Slovak Republic

IČO: 35 829 141

DIČ: 2020261342

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Bank: Tatrabanka, a.s., IBAN: SK30 1100 0000 0026 2019 1900,
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Statutory body: Board of Directors, represented by:
Peter Dovhun, Chairman of Board of Directors
Marián Širanec, Vice-Chairman of Board of Directors

Registered: in Trade Register of County Court Bratislava I, Section: Sa,
Record No.: 2906/B

(hereinafter referred to as "the Client") of the one part

and

GOPA –International Energy Consultants GmbH

Justus-von-Liebig-Str. 1, 61352 Bad Homburg, Germany

VAT reg. No: DE 815 132 668

Tax No.: 003 234 61118

Bank: Commerzbank AG Bad Homburg, Bank Code 500 400 00
Account: 345 314 900, IBAN: DE 06 5004 0000 0345 3149 00
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Represented by: Klaus Langschied, Managing Director

Registered: District Court Bad Homburg, HRB 11487

(hereinafter referred to as "the Consultant") of the other part

This Amendment 10 is made between, on the one hand, **Slovenská elektrizačná prenosová sústava, a.s.** (hereinafter called the "Client") and, on the other hand, **GOPA – International Energy Consultants GmbH** (hereinafter called the "Consultant").

WHEREAS

- (A) The Client and Consultant are willing to ensure continued sound management and successful completion of the Project;
- (B) The Consultant has agreed with the extension of the services for additional 8 months;
- (C) The necessary changes resulting from the above issues need to be incorporated into Contract Provisions.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Words and expressions in this Amendment 10 shall have the same meanings as are respectively assigned to them in the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices hereinafter referred to.

2. The Contract for Consultant's Services shall be amended as follows:

2.1 In Article 1 delete the words:

- “(c) Appendices:
 - Appendix A3: Terms of Reference
 - Appendix B9: Experts Input
 - Appendix C/D9: Remuneration and Reimbursable Expenses Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee
 - Appendix F: Consultants Methodology”

and replace them with:

- “(c) Appendices:
 - Appendix A4: Terms of Reference
 - Appendix B10: Experts Input
 - Appendix C/D10: Remuneration and Reimbursable Expenses Cost Estimates
 - Appendix E: Form of Advance Payments Guarantee
 - Appendix F: Consultants Methodology”

and delete the words:

“In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A3; Appendix B9; Appendix C/D9; Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.”

and replace them with:

“In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A4; Appendix B10; Appendix C/D10; Appendix E and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.”

3. The General Conditions of Contract (GCC) shall be amended as follows:

3.1. In Clause 7 replace the words “Appendix A3” with words “Appendix A4”.

3.2 In Clause 26 replace the words “Appendix A3” with words “Appendix A4”.

3.3 In Clause 29.1 replace the words “Appendix B9” with words “Appendix B10”.

3.4 In Clause 29.2 replace the words “Appendix B9” with words “Appendix B10”.

3.5 In Clause 29.3 replace the words “Appendix A3” with words “Appendix A4”.

3.6 In Clause 34.1 replace the words “Appendix B9” appearing twice in the Clause with words “Appendix B10”.

3.7 In Clause 34.2 replace the words “Appendix B9” with words “Appendix B10”.

3.8 In Clause 38.1 replace the words “Appendix A3” with words “Appendix A4”.

3.9 In Clause 38.2 replace the words “Appendix A3” with words “Appendix A4”.

3.10 In Clause 39.1 replace the words “Appendix A3” with words “Appendix A4”.

3.11 In Clause 39.2 replace the words “Appendix A3” with words “Appendix A4”.

3.12 In Clause 42.4 replace the words “Appendix B9” with words “Appendix B10”.

4. The Special Conditions of Contract (SCC) shall be amended as follows:

4.1 In Clause 14.1 replace the words

“The time period shall be up to 31 March 2021.”

with words

“The time period shall be up to 30 November 2021.”

4.2. In Clause 41.2 replace the words

“The ceiling in local currency is: 2 994 726,40 EURO (two million nine hundred and ninety four thousand seven hundred and twenty six and 40/100 EUROS only) exclusive of VAT.”

with words

“The ceiling in local currency is: 3 183 145.80 EURO (three million one hundred and eighty three thousand one hundred and forty five and 80/100 EUROS only) exclusive of VAT.”

4.3 In Clause 50 replace the words “Appendix C/D9” with words “Appendix C/D10”.

5. Since Slovenská elektrizačná prenosová sústava, a.s. is the obliged person pursuant to the Slovak Act No. 211/2000 Coll. on free access to information (hereafter as “Act on free access to information”) and since this legal obligation is to be fulfilled regardless of the governing law of the agreement, the parties to this Amendment 10 are informed, that this Amendment 10 and related tax documents will be published as foreseen in the Act on free access to information in § 5a and § 5b for agreements, orders and invoices.

6. All other terms and conditions unaffected by this Amendment 10 shall remain unchanged.

In Witness whereof the parties hereto have caused this Amendment 10 to be signed in four counterpart originals. This Amendment 10 becomes valid and legally binding from the day of the last party has signed it and effective from the day following the day of the publication of the Contract pursuant to § 47a section 1 of the Act No. 40/1964 Coll. Civil Code.

For and on behalf of Slovenská elektrizačná prenosová sústava, a.s.

Date:

Peter Dvornik, Chairman of Board of Directors

Marián Šíranec, Vice-Chairman of Board of Directors

For and on behalf of GOPA – International Energy Consultants GmbH

Date:

Klaus Langschied, Managing Director

Appendix A4: Terms of Reference

Terms of Reference

Introduction

In order to manage, co-ordinate and monitor all aspects of the implementation of five investment individual projects of Project 2 pursuant to Grant Agreement 020B and to carry out associated engineering and other services, Slovenská elektrizačná prenosová sústava, a.s. (hereinafter referred to as SEPS) as the Client, at all times during the execution of the Project pursuant to Grant Agreement 020B operates a Project Management Unit (hereinafter referred to as „PMU“).

In order to support SEPS staff in the implementation of PMU tasks and responsibilities, SEPS contracted under Contract No. BIDSF 020-01-01-00 the services of a project management with engineering consulting organisation, GOPA – International Energy Consultants GmbH (hereinafter referred to as „Consultant“). Contract No. BIDSF 020-01-01-00 as amended expires on 31 March 2021.

Continuation of the Consultant support for implementation and successful completion of Complex ES Bystričany - Transformation 400/110 kV after 31 March 2021 is subject to a Contract Amendment no. 10. The Terms of Reference for Amendment no. 10 requires to be updated to define the Consultant activities to be performed in the period from 1 April 2021 till 30 November 2021.

1. Definitions

“CPMU Project” means a Contract for Consultant’s Services dated 15.1.2015 as amended for “Complex ES Bystričany – Transformation 400/110 kV”.

“Consultant” means a legally-established professional consulting firm GOPA – International Energy Consultants GmbH selected by the Client to provide the Services under the signed Contract No. BIDSF 020-01-01-00 for Consultant’s Services dated 15.1.2015 as amended for “Complex ES Bystričany – Transformation 400/110 kV”.

“Individual Project(s)” means five investment sub-project(s) of Project 2 pursuant to Grant Agreement 020B defined as Phase 1, Phase 2, Phase 3, Phase 4, and Phase 5.

“Phase I” The scope of the CPMU Project is implemented in two phases to reflect BIDSF arrangements. Part I of means time period for the implementation of the scope of the CPMU Project commenced in September 2014 and completed at the end of December 2016.

“Phase II” The scope of the CPMU Project is implemented in two phases to reflect BIDSF arrangements. Phase II means time period commenced immediately after Phase I and to be completed at the end of the CPMU Project funding support and not later than at the end of Defect Notification Period of all Individual Projects.

“Phase 1” means an Individual Project within Project 2 pursuant to the Grant Agreement 020B “Substation Bystričany transformation 400/110 kV” hereinafter referred to as IP/Phase 1.

“Phase 3” means an Individual Project within Project 2 pursuant to the Grant Agreement 020B “Substation Horná Žďaňa – enlargement” hereinafter referred to as IP/Phase 3.

“Phase 4” means an Individual Project within Project 2 pursuant to the Grant Agreement 020B “Double 400kV OHL Bystričany-Križovany” hereinafter referred to as IP/Phase 4.

“Phase 5” means an Individual Project within Project 2 pursuant to the Grant Agreement 020B “Substation Križovany – enlargement” hereinafter referred to as IP/Phase 5.

“PMU” means Project Management Unit. PMU is managing, co-ordinating and monitoring the implementation of each Project. The Consultant provides experienced project management and technical consultancy services to the PMU within SEPS. The Consultant integrates with SEPS staff into the PMU.

“Project” means two separate projects, Project 1 and Project 2, which are necessary as a direct consequence of the final shutdown of Bohunice V1 NPP units and the impact of this shutdown to the transmission grid of the Slovak Republic as stated in Schedule 2 of the Grant Agreement 020B.

“Project 1” means “Technical Consultancy support to the Project Management Unit”, as stated in Schedule 2 of the Grant Agreement 020B, financed or co-financed by a Grant, as specified in the Grant Agreement 020B further referred as CPMU Project.

“Project 2” means “Complex ES Bystričany – Transformation 400/110 kV”, as stated in Schedule 2 of the Grant Agreement 020B, financed or co-financed by a Grant, as specified in the Grant Agreement 020B. Project 2 consists of five Individual Projects, known as Phase 1, Phase 2, Phase 3, Phase 4, and Phase 5.

“Stage 1” means activities related to preparation and planning required for the implementation of Individual Projects under Project 2. Stage 1 is completed on achievement of the contract award for the Individual Project under Project 2.

“Stage 2” means all activities related to awarded contract of each Individual Project required for the implementation of Individual Projects under Project 2. Stage 2 shall be completed after submission of Final Completion Report by the Consultant of respective Individual Project and its approval by the Client.

“Stage 3” means activities related to the Defect Notification Period of respective Individual Project requested for the implementation of Individual Projects under Project 2.

2. Project Management Unit

The implementation of each Project is managed, co-ordinated and monitored, by a Project Management Unit (herein called the “PMU”) established by SEPS. The PMU is staffed with the Consultant and with suitably qualified specialists provided by the Client.

3. Objective of the Assignment

The objective of the Consultant’s assignment for the period of April 2021 - November 2021 is to assist and support PMU in implementation and successful completion of Complex ES Bystričany - Transformation 400/110 kV.

4. Objective of the Consultant

The Consultant is integrated with SEPS and forms the PMU. The objective of the Consultant is to continue providing experienced project management and technical consultancy services to the PMU within SEPS for the timely execution, management, co-ordination and monitoring of all aspects of the implementation during the period of April 2021 - November 2021.

5. Scope of Services, Tasks and Expected Deliverables

In order to recognise and distinguish different activities of the Consultant, that are representing the support of the Consultant to the PMU and thus are required for the implementation of Individual Projects, SEPS has envisaged that each of Individual Project would be implemented in 3 Stages:

Stage 1 involved those Consultant’s activities that were necessary to commence and complete the procurement of Individual Project. Stage 1 of the PMU Consultant assignment was completed in **December 2018** and is not subject of the Consultant’s assignment in this Terms of Reference.

Stage 2 commenced immediately after the Stage 1 and lasts until the completion of implementation activities, as defined in each awarded contract for Individual Project. The Stage 2 of Individual Projects/Phases 1, 3, 5 was completed in **February 2020**. Stage 2 for Individual Project /Phase 4 scheduled to be completed in **April 2021**.

Stage 3 commences immediately after the Stage 2 and involves activities of the Consultant during the Defect Notification Periods of all Individual Projects. Stage 3 **will be considered as completed** by completion of the Consultant's Contract as amended under Amendment No.10, i.e. **by the end of November 2021**.

The Consultant's contractual responsibilities from April 2021 till November 2021 will include but not be limited to the tasks specified below under Sections 5.1-5.8 and the deliverables as stated under Section 3.9 of these Terms of Reference.

5.1 Overall Project Management

The Consultant shall provide management support to SEPS, co-ordination and monitoring of all aspects of implementation of the Project so all aspects of the Individual Projects are implemented in a timely and cost effective manner and to the appropriate and applicable Slovak and international safety standards.

5.2 Engineering Services

The scope of engineering services of the Consultant specified in this section refers to any necessary engineering activities and to engineering management to assist SEPS in necessary administrative authorisations and permits.

The scope of engineering services shall include the assistance in:

- Verification and/or validation of the existing design requirements, calculations, supporting studies, specification of scope of supply, and project schedules and cost estimates, as and if required;
- Verification and/or validation of compliance of the existing studies with applicable Slovak and EC codes and standards, as and if required;
- Preparation of any additional supporting studies, as and if required;
- Concept clearance and approval of as built documentation submitted by the contractors at key project Stage 2 and Stage 3;
- Technical assistance in permanent use permit procedures and preparation of necessary documents for successful commissioning of complex ES Bystričany.

5.3 Scheduling and Planning

The scope of scheduling and planning services shall include the following:

- Development of a time schedule to cover all works to be done during Stage 3 Defect Notification Period for monitoring rectification of remarks and remedying of defects for achieving the most effective co-ordination and interface control.

The Consultant shall submit a time schedule which shall include:

- the complete set of tasks of the Engineer (scheduled in milestones) in line with the FIDIC contracts;
- all works to be done during Stage 3 Defect Notification Period for monitoring rectification of remarks and remedying of defects for achieving the most effective co-ordination and interface control

The time schedule shall apply as a manual for SEPS who will take over the role of the Engineer in contracts in force for individual projects by November 2021.

5.4 Cost Control

Cost control shall include:

- Verification and certification of contractor's invoices regarding their compliance with the contracts and submittal to SEPS for payment approval;
- Preparation of a certificate to accompany each disbursement application and final statement confirming that the itemised expenditures have been properly incurred in accordance with the Individual Projects plan, budget and contract.

5.5 Contract Implementation

The Consultant shall assist the Client in providing the complete set of tools (procedures, manuals, etc) and implementing the complete set of tasks necessary for contract implementation up to commissioning and/or completion of the contracts. To this end, the Consultant will act as "the Engineer" according to *FIDIC Conditions of Contract for Plant and Design-Build* (FIDIC Yellow Book).

This assistance includes but is not limited to project management, financial management, contract management and monitoring of all performance measures related to the contracts including engineering and construction to ensure timely and successful completion of the transmission sector projects consequential final shutdown of Bohunice VI.

Contract implementation tasks will include, but will not be limited to:

- Monitoring all technical and financial aspects related to contracts, including but not limited to engineering, construction and commissioning;
- Close supervision of the remaining contracted scope;
- Progress checking and expediting through implementation and follow up of corrective actions;
- Monitoring of and timely dealing with any deviations, claims, variation of orders, and management of deficiencies, defects and disputes;
- Supervision of installation, testing, commissioning and acceptance of the works;
- Issuing of the Taking Over Certificates;
- Assurances to SEPS for the implementation of the permanent use permits procedures;
- Monitoring, supervising, reporting and timely dealing with any deviations during Defects Notification Period until November 2021, including but not limited to the monitoring and site supervision over revitalization process, identification of any failure, defect and non-conformities, and the rectification of remarks and remedy of outstanding works from the punch lists,

Contracts in force for individual projects shall be amended not later than by November 2021 to exchange the Engineer from Consultant to SEPS.

5.6 Safety and Licensing

SEPS via its Headquarters safety organisation, has full legal responsibility as a licensee and will have overall management responsibility for licensing BIDSF financed or co-financed Projects. In particular, the Consultant will be responsible for ensuring compliance of all BIDSF-related deliverables with conventional safety and environmental protection standards and regulations in accordance with both Slovak law and international guidance.

The safety and licensing tasks of the Consultant will include but not be limited to:

- Technical and engineering support during the operation permit process;
- Identification, compilation and analysis of a complete set of standards and regulations to be applied to the BIDSF financed Projects and incorporation of the relevant regulatory requirements in all Project documents;
- Provision of assistance to SEPS in its relations with regulatory bodies regarding the BIDSF-financed Projects.

In executing these tasks, the Consultant will act in agreement with SEPS Management.

5.7 Quality Assurance

The Consultant shall assist in the implementation of the Project Quality Assurance System in accordance with the ISO 9000, 10000 families and 14000 families of standards including but not limited to the following:

- Update of the PMU QA Plan, PMU QA Manual including QA procedures, as and if required;
- Monitoring of QA Contractors' activities, including travel to contractors' facilities for inspection, monitoring, testing and as-built documentation reviews;
- Internal and external QA audits;
- Identification and tracking deviations and corrective actions and system; and
- Auditing quality reports prior to equipment handover.

5.8 Reporting

The Consultant will be responsible for reporting to SEPS and the EBRD on the following:

1. Monthly progress reports to the Head of the PMU and the EBRD including as a minimum:
 - Summary of accomplishments during the reporting period;
 - Summary of main issues arising during reporting period;
 - Conclusions and recommendations on resolution of deviations and variations;
 - Current critical issues and corrective actions;
 - Progress by contractor;
 - Schedule - Baseline Vs Actual for each individual project and/or package of activities;
 - Monitoring outstanding works and rectification of the remarks; Regulatory Progress and Issues; and
 - Financial reports.

The Monthly Progress reports should be provided on the deadlines and with the format agreed upon by SEPS and the EBRD.

2. Final Project Contract Completion Report for Consultancy Services be submitted on the deadline specified below under Section 3.10 [Deliverables] and with the format agreed upon by SEPS and the EBRD;
3. Pre-Final Project Completion Reports for Individual Projects be submitted on the deadlines as specified below under Section 3.10 [Deliverables] and with the format agreed upon by SEPS and the EBRD.

5.9 Deliverables of the Consultant

Grant Agreement 020B		Deliverables of the Consultant	Submission date
Project ID	Individual project/Phase ID		
PROJECT 1 Technical Consultancy support to the PMU		Final Project Contract Completion Report for PMU Consultancy Services	November 2021
		PMU archive handover	October 2021
PROJECT 2 Complex ES Bystričany – Transformation 400/110 kV	IP/Phase 4 OHL KRIZOVANY - BYSTRICANY	Taking-Over Certificate for Works on OHL project Double 400kV OHL Križovany – Bystričany in accordance with Clause 10.1 of GCC.	April 2021
		Pre-Final Contract Completion Report IP/Phase 4	November 2021
	IP/Phase 1,3,5 SUBSTATIONS	Update of the Pre-final Contract Completion Report for Transformation 400/110 kV Bystričany (IP/Phase 1), Enlargement of 400 kV substation Horná Žďaňa (IP/Phase 3), Enlargement of 400 kV substation Križovany (IP/Phase 5)	October 2021
Whole Project (IP/Phase 1,3,4,5)		Monthly progress reports	Every month, up till October 2021
		Follow-up reports at the request of SEPS for reporting to SEPS and the EBRD	Upon request
		Reports at the request of SEPS to statutory bodies, e.g. URSO	Upon request
		Special reports relating to unforeseen financial or technical problems of a significant scale and nature at the request of SEPS	Upon request
		Preparation of the Pre-final Project Completion Report for Complex ES Bystričany – Transformation 400/110 kV	November 2021
		Time schedule including the complete set of tasks of the Engineer in line with the FIDIC contracts	October 2021

6. Client's Input and Counterpart Personnel

(a) Services, facilities and property to be made available to the Consultant by the Client:

SEPS shall provide services and working infrastructure to the Consultant in accordance with the terms agreed between SEPS and respective Consultant as defined in the relevant contract and in line with pandemic measures.

The resources may include, but shall not be limited to:

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

Office accommodation for the PMU in Bratislava of at least 30 m² (one room) in good decorative order and suitable for fitting out by the Consultant with office furniture and with the following services:

- Heat, light and power at no cost to the Consultant;
- Permission for reasonable use by the Consultant of other facilities, e.g. meeting rooms, by agreement with SEPS staff;
- Access to the Bratislava, Mlynské Nivy 59/A headquarters building and particular sites of implementation of the Projects, including required facilities for washing and changing of clothes, toilets etc.;
- Assistance to the Consultant in the case of first aid, hospital or emergency services. All Consultant staff should be covered by a proper international health insurance underwritten between him/her and his local insurance company, as is common in all EU countries;
- Entry, parking and storage at no cost to the Consultant, in Bratislava, Mlynské Nivy 59/A and in the particular sites of implementation of the Projects;
- Internet connection.

Working infrastructure, office accommodation, access, entry, parking and storage are subject to change during the COVID-19 pandemic.

(b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

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

Head of the PMU Head of the Department

PMU Member Engineering

PMU Member Contract Administration

PMU Member Archiving and administration activities

Other specialists of SEPS will be available when required to perform necessary PMU activities.

- Licensing and Legislation specialist, with practice and experience in:
 - implementation of legislation requirements
 - organisation of the relations with relevant regulatory offices

- supervision and dealing with legislation requirements
- Financing specialist, with practice and experience in:
 - development of the cash flow diagrams
 - supervision of the cash flow compliance with invoice documents
 - regular evaluation of the process
- Scheduling specialist, with practice and experience in:
 - development of time schedules, including activities breakdown and milestones, critical path identification
 - regular evaluation of the time schedules
 - timely updating of the time schedules
- Investment specialists
- Specialists from the operation and maintenance department
- Specialist from the Slovak Power Dispatching Centre
- Development specialists

Appendix B10 - Experts Input

Appendix C/D10 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-2: Summary of Costs

Contract + Amendments 1 to 10

Appendix C/D10 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-3/4: Staffing Schedule and Breakdown of Costs - Complex ES Bystričany - Transformation 400 / 110 kV
(All amounts to be exclusive of indirect taxes, including VAT, which may be chargeable by the Consultant)

1. REMUNERATION

2. REIMBURSABLE EXPENSES¹⁾