2014-0175-1174501/03

AMENDMENT 3

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 020A

between

Slovenská elektrizačná prenosová sústava, a.s.

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

IČO:

35 829 141

DIČ:

2020261342

VAT reg. No.:

SK2020261342

Bank:

Tatrabanka, a.s., IBAN: SK30 1100 0000 0026 2019 1900,

SWIFT: TATRSKBX

Statutory body: Board of Directors, represented by:

Miroslav Obert, Chairman of Board of Directors

Miroslav Stejskal, 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

Swift: COBADEFF 501

Registererd:

District Court Bad Homburg, HRB 11487

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

This Amendment 3 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

The Client and Consultant are willing to ensure continued sound management to the Project;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. Words and expressions in this Amendment 3 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 I delete the words:

"(c) Appendices:

Appendix A: Terms of Reference

Appendix B3: Experts Input

Appendix C/D3: Remuncration and Reimbursable Expenses Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Consultants Methodology"

and replace them with:

"(c) Appendices:

Appendix A: Terms of Reference
Appendix B4: Experts Input

Appendix C/D4: 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 A; Appendix B3; Appendix C/D3, 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 A; Appendix B4; Appendix C/D4;

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 29.1 replace the words "Appendix B3" with words "Appendix B4".
 - 3.2 In Clause 29.2 replace the words "Appendix B3" with words "Appendix B4".
 - 3.3 In Clause 34.1 replace the words "Appendix B3" appearing twice in the Clause with words "Appendix B4".
 - 3.4 In Clause 34.2 replace the words "Appendix B3" with words "Appendix B4".
 - 3.5 In Clause 42.4 replace the words "Appendix B3" with words "Appendix B4".
- 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 December 2017." with words "The time period shall be up to 30 June 2018."
 - 4.2 In Clause 50 replace the words "Appendix C/D3" with words "Appendix C/D4".
- 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 3 are informed, that this Amendment 3 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.

In Witness whereof the parties hereto have caused this Amendment 3 to be signed in four counterpart originals. This Amendment 3 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 Amendment 3 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.

Miroslav Obert, Chairman of Board of Directors

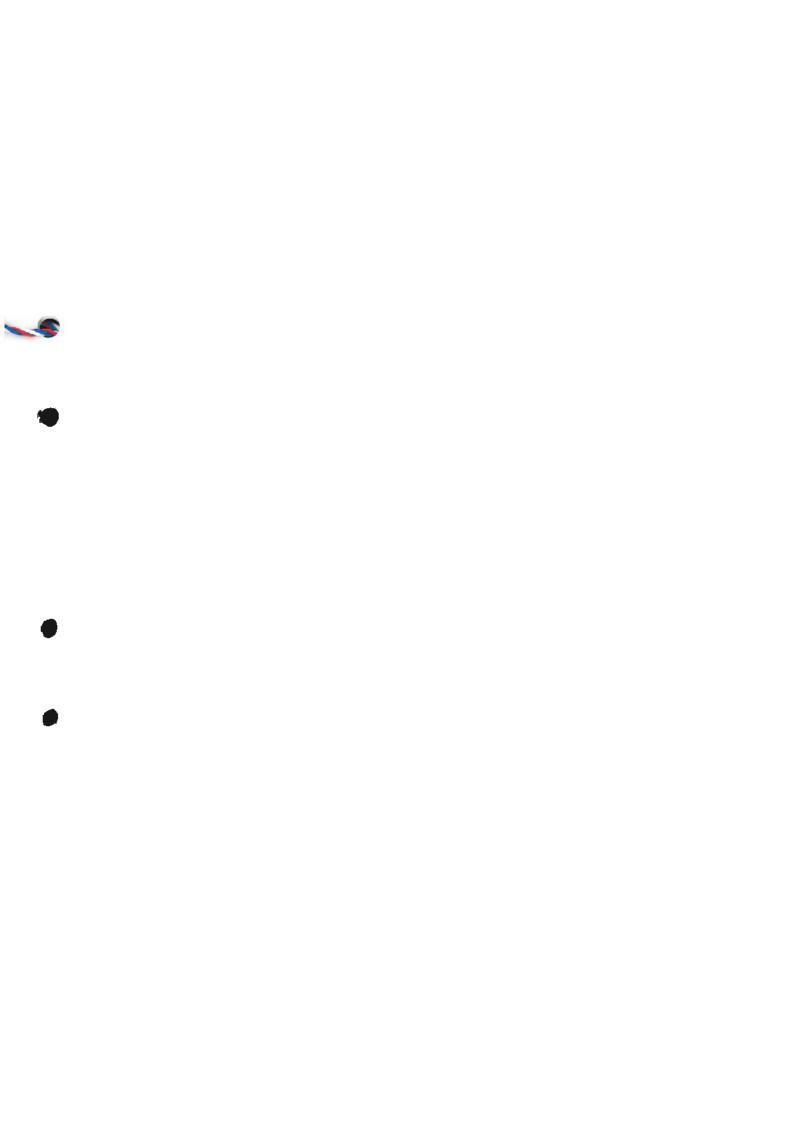
For and on behalf of GOPA – International Energy Consultants GmbH
Klaus Langschied Managing Director

Appendix B4 - Experts Input

Name	Position	Position				ut ys)
			Amend. 3	Home	Field	Total
Key Experts				•		
	Team Leader	(Home)		_	•	
	Team Leader - Phase II	(Field) (Home)	_			
	Procurement Expert	(Field) (Home)	†			
	Project Manager - Phase II	(Field) (Home)	+			
	Transmission Line - Project Manager	(Field) (Home)	+			
	Transmission Line - Design Expert	(Field) (Home)	-			
70		(Field) (Home)	+			
	Transmission Line - Supervisor - Phase II	(Field) (Home)	1			
	Civil Expert	(Field) (Home)	1			
	Substation - Project Manager	(Field)	_			
	Substation - Transformer Expert	(Home) (Field)				
	Substation - Protection Expert	(Home) (Field)				
	Telecommunication SCADA Expert	(Home) (Field)				
			Subtotal	124,60	350,50	475,1
Non-Key Experts						
3.0 S	Project Director	(Home) (Field)				
	Substation Design Expert - Electrical Part	(Home) (Field)	†			
	Substation - Electrical Engineeer	(Home)	†			
	Local Project Manager	(Field) (Home)	†			
	Local Transmission Line Supervisor	(Field) (Home)	1			
	OHL Design Expert	(Field) (Home)	†			
	Civil Engineer	(Field) (Home)	+			
		(Field) (Home)	+			
	Deputy PM Senior Electrical Expert	(Field) (Home)	Ŧ			
	Office Manager Slovakia	(Field) (Home)	-			
	Transmission Line Survey Expert	(Field)	‡			
	Supervisor - Substation Bystricany	(Field)	1			
	Supervisor - Substation Homa Zdana	(Home) (Field)	1 .			
			Subtotal	430,00	781,00	1 211,0
			Total	554,60	1 131,50	1 686,1

¹⁾ Mrs Kristína Babjárová is providing services of Office Manager since 1 June 2017.

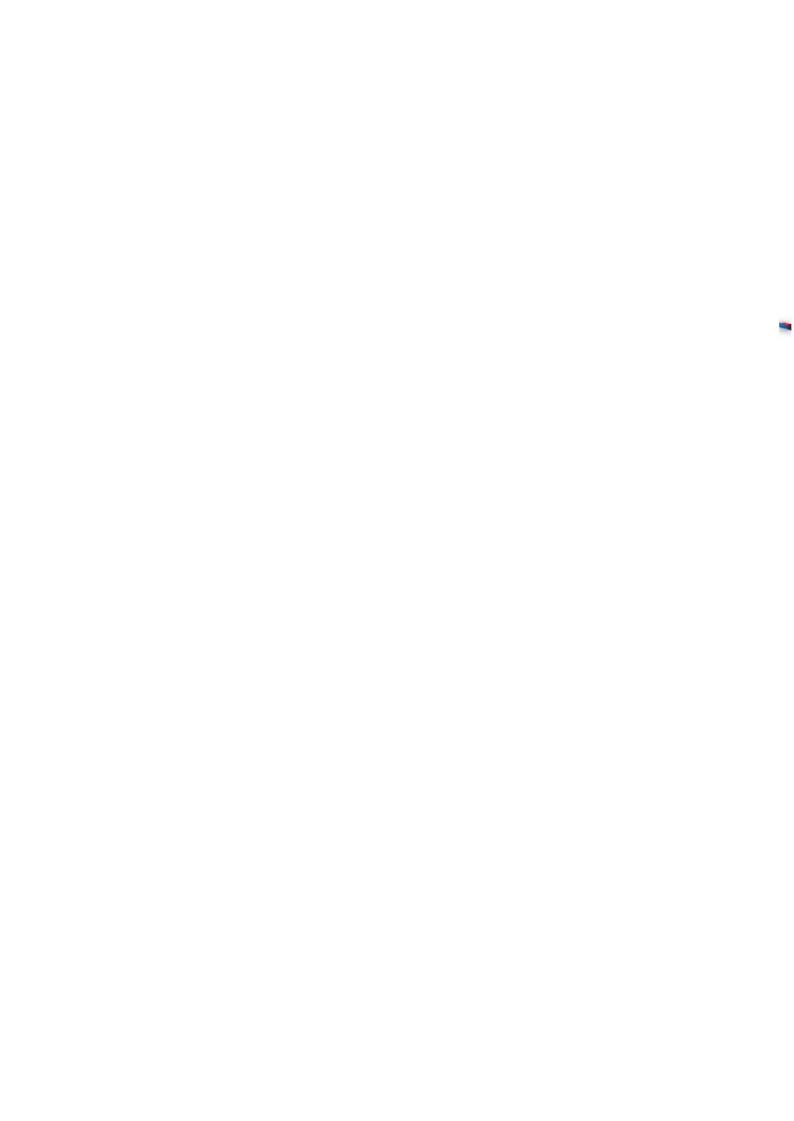
Curriculum Vitae (CV)



CURRICULUM VITAE



		77



Appendix C/D4 - Remuneration and Reimbusable Expenses Cost Estimates

Form FIN-2: Summary of Costs

Contract + Amendment 1 + Amendment 2 + Amendment 3

ltem	Cost in EUR
(1) Remuneration	935 593,75 €
(2) Reimbursable Expenses	129 768,30 €
(3) Contingencies	13 687,95 €
Total Cost:	1 079 050,00 €
Indirect Local Tax Estimates	•
(i) {insert type of tax e.g., VAT or sales tax}	n/a
(ii) {e.g., income tax on non-resident experts}	n/a
(iii) {insert type of tax}	n/a
Total Estimate for Indirect Local Tax:	- €



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:

				Contract +	Amendment	1 + Amendme	nt 2		Amer	ndment 3		Contract + A	Amendment 1	+ Amendmen	it 2 + Amendment 3
Name of Expert	Job Title	Working Period	In the	In Home Office	Total Period	Expert Rate	Total	In the	In Home Office	Total Period	Total	In the	In Home Office	Total Period	Total
Key Experts															
	Team Leader	working days				•			1	•	•	•	_		
	Team Leader - Phase II	working days													
	Procurement Expert	working days													
	Project Manager - Phase II	working days													
	Transmission Line - Project Manager	working days													
	Tranmission Line - Design Expert	working days													
	Tranmission Line - Supervisor - Phase II	working days													
	Civil Expert	working days													
	Substation - Project Manager	working days													
	Substation - Transformer Expert	working days													
	Substation - Protection Expert	working days													
Ē	Telecommunication SCADA Expert	working days													
Non Key Experts															
	Project Director	working days						Γ							
	Substation Design Expert - Electrical Part	working days													
	Substation - Electrical Engineeer	working days													
	Local Project Manager	working days													
	Local Transmission Line Supervisor	working days													
	OHL Design Expert	working days													
	Deputy PM Senior Electrical Expert	working days													
	Civil Engineer	working days													
	Office Manager Slovakia	working days													
	Transmission Line Survey Expert	working days													
	Site Supervisor - Substation Bystricany	working days	6												
	Site Supervisor - Substation Horna Zdana	working days						Γ							
		Total Remuneration	1121,00	570,00	1691,00		940 760,00 €	10,50	-15,40	-4,90	- 5 166,25 €	1 131,50	554,60	1 686,10	935 593,75

1. REIMBURSABLE EXPENSES1)

	Co	Contract + Amendment 1 + Amendment 2					Contract + Amendment 1 + Amendment 2 + Amendment		
2.1 Per Diem Allowance:									
Place	Description	Number of days	Per Diem	Total	Number	Total	Number	Total	
Slovakia (Short term Experts)	calendar days	113,00	150,00 €	16 950,00 €	15,00	2 250,00 €	128,00	19 200,00€	
Slovakia (Long term Experts first 60 days) Stage 2	calendar days	120,00	150,00 €	18 000,00 €			120,00	18 000,00 €	

Total Relbursable Expenses

75,00 €

10 875,00 €

45 825,00 €

124 779,50 €

145,00

2.	2 Air Travel:	(Full Econor	my Class or I	Equivalent)
	Pare Linearit	In our recourse	and Comme De I	rdminascisch

Slovakia (Long term Experts after 60 days) Stage 2

Routing	Description	Number of flights	Cost per flight	Total
Europe - Vienna/Bratislava, a/r	Per actual costs, receipts / invoices	39,00	500,00 €	19 500,00 €
Total Air Travel				19 500,00 €

calendar days

2.3 Local Travel:

Total Per Diem

[Travel from home to departure airport and return, and reasonable local travel when abroad.]

Journey	Description	Number of Journeys	Cost per journey	Total
Travel to / from airport and transfer Vienna/Bratislava	Lump sum per journey	39,00	184,70 €	7 203,30 €
Total Local Travel				7 203,30 €

2.4 Miscellaneous:

[The list of miscellaneous expenses is for illustration purposes only, not all of the expenses listed below need apply to a given assignment.]

Units applicable for Stage II	Description	Number of units	Unit rate	Unit period	Total
Communications (Stage II only)	Per actual costs per expert	15,04	30,00 €	Month	451,20 €
Office stationary monthly (Stage II only)	Per actual costs, receipts / involces	11,50	100,00 €	Month	1 150,00 €
Purchase of Vehicle (Stage II only)	Actual costs of one 4 wd vehicle ²⁾	1,00	40 000,00 €	3)	40 000,00 €
Vehicle insurance (Stage II only)	Per actual costs, receipts / involces	1,00	2 500,00 €	Year	2 500,00 €
Vehicle running costs (Stage II only)	Per actual costs, receipts / invoices	6,00	400,00 €	Month	2 400,00 €
Mobifisation Long Term Expert (Stage II only)	Lump sum per LTE	2,00	1 500,00 €		3 000,00 €
De-Mobilisation Long Term Expert (Stage II only)	Lump sum per LTE	0,00	1 500,00 €		- (
Factory Acceptance Tests (5 days each FAT)	Per actual costs, receipts / invoices	1,00	2 750,00 €	One FAT	2 750,00 €
Total Miscellaneous					52 251,20 €

1) May include indirect taxes, suc	as VAT which are not otherwise	recoverable by the Consultant.
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²⁾ Including "mud and snow" wheels and tyres for winter operation.

3. CONTINGENCIES

3. Contingencies: (utilisation only after prior approval in writing by the Client)		13 510,50 €

TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount)	1 079 050.00 €

Number	Total
15,00	2 250,00 €
	2 250,00 €

Number	Total
4,00	2 000,00 €
	2 000,00 €

Number	Total
4,00	738,80 €
	738,80 €

Number	Total
	1.000

4 988,80 €

Numb	per	Total
12	8,00	19 200,00 €
12	0,00	18 000,00 €
14	5,00	10 875,00 €
		48 075,00

Number	Total
43,00	21 500,00 €
	21 500,00 €

Number	Total
43,00	7 942,10 €
	7 942 10 6

Number	Total
15,04	451,20 €
11,50	1 150,00 €
1,00	40 000,00 €
1,00	2 500,00 €
6,00	2 400,00 €
2,00	3 000,00 €
0,00	. 6
1,00	2 750,00 €
	52 251,20 €

13 687,95 €

177,45€

1 079 050,00 €

129 768,30 €

³⁾ Time period according to Special Conditions of Contract, Clause 14.1.