

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 1 delete the words:

“(c) Appendices:  
Appendix A: Terms of Reference  
Appendix B3: Experts Input  
Appendix C/D3: Remuneration 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

\_\_\_\_\_  
Miroslav Stejskal, Vice-Chairman of Board of Directors



### Appendix B4 - Experts Input

Name	Position		Change Amend. 3	Total Time Input (in working days)		
				Home	Field	Total
<b>Key Experts</b>						
	Team Leader	(Home)				
		(Field)				
	Team Leader - Phase II	(Home)				
		(Field)				
	Procurement Expert	(Home)				
		(Field)				
	Project Manager - Phase II	(Home)				
		(Field)				
	Transmission Line - Project Manager	(Home)				
		(Field)				
	Transmission Line - Design Expert	(Home)				
		(Field)				
	Transmission Line - Supervisor - Phase II	(Home)				
		(Field)				
	Civil Expert	(Home)				
		(Field)				
	Substation - Project Manager	(Home)				
		(Field)				
	Substation - Transformer Expert	(Home)				
		(Field)				
	Substation - Protection Expert	(Home)				
		(Field)				
	Telecommunication SCADA Expert	(Home)				
		(Field)				
			<b>Subtotal</b>	<b>124,60</b>	<b>350,50</b>	<b>475,10</b>
<b>Non-Key Experts</b>						
	Project Director	(Home)				
		(Field)				
	Substation Design Expert - Electrical Part	(Home)				
		(Field)				
	Substation - Electrical Engineer	(Home)				
		(Field)				
	Local Project Manager	(Home)				
		(Field)				
	Local Transmission Line Supervisor	(Home)				
		(Field)				
	OHL Design Expert	(Home)				
		(Field)				
	Civil Engineer	(Home)				
		(Field)				
	Deputy PM Senior Electrical Expert	(Home)				
		(Field)				
	Office Manager Slovakia	(Home)				
		(Field)				
	Transmission Line Survey Expert	(Home)				
		(Field)				
	Supervisor - Substation Bystricany	(Home)				
		(Field)				
	Supervisor - Substation Homa Zdana	(Home)				
		(Field)				
			<b>Subtotal</b>	<b>430,00</b>	<b>781,00</b>	<b>1 211,00</b>
			<b>Total</b>	<b>554,60</b>	<b>1 131,50</b>	<b>1 686,10</b>

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

## Curriculum Vitae (CV)









## CURRICULUM VITAE

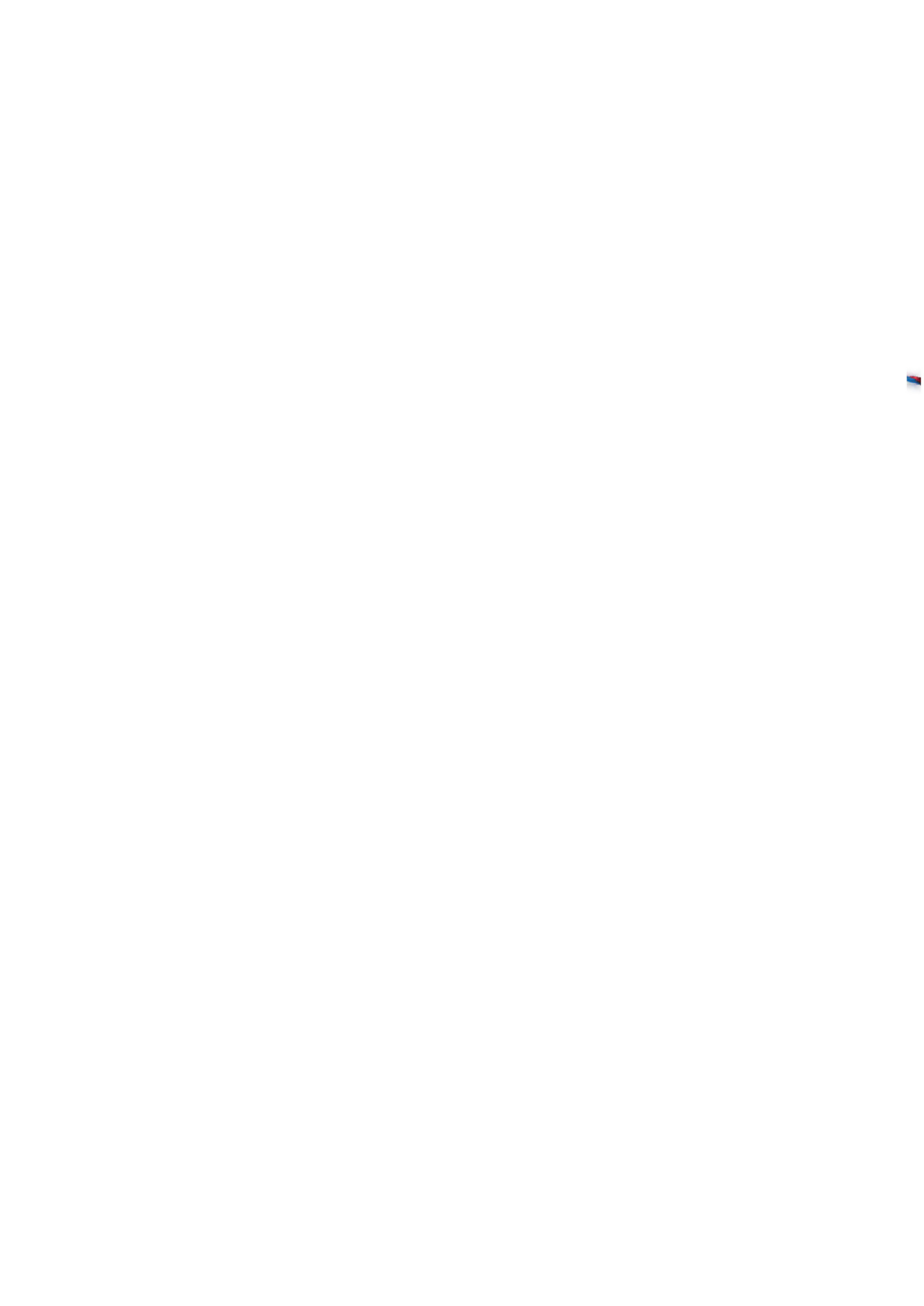












## Appendix C/D4 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-2: Summary of Costs

Contract + Amendment 1 + Amendment 2 +  
Amendment 3

Item	Cost in EUR
(1) Remuneration	935 593,75 €
(2) Reimbursable Expenses	129 768,30 €
(3) Contingencies	13 687,95 €
<b>Total Cost:</b>	<b>1 079 050,00 €</b>
<b>Indirect Local Tax Estimates</b>	
(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
<u>Total Estimate for Indirect Local Tax:</u>	- €

Appendix C/D4 - 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:

Name of Expert	Job Title	Working Period	Contract + Amendment 1 + Amendment 2				Amendment 3				Contract + Amendment 1 + Amendment 2 + Amendment 3				
			In the Field	In Home Office	Total Period	Expert Rate	In the Field	In Home Office	Total Period	Expert Rate	In the Field	In Home Office	Total Period	Expert Rate	
			Total				Total				Total				
<i>Key Experts</i>															
	Team Leader	working days													
	Team Leader - Phase II	working days													
	Procurement Expert	working days													
	Project Manager - Phase II	working days													
	Transmission Line - Project Manager	working days													
	Transmission Line - Design Expert	working days													
	Transmission 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													
	Telecommunication SCADA Expert	working days													
<i>Non Key Experts</i>															
	Project Director	working days													
	Substation Design Expert - Electrical Part	working days													
	Substation - Electrical Engineer	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 Bystričany	working days													
	Site Supervisor - Substation Horna Zdrana	working days													
<b>Total Remuneration</b>			<b>1121,00</b>	<b>570,00</b>	<b>1691,00</b>		<b>940 760,00 €</b>	<b>10,50</b>	<b>-15,40</b>	<b>-4,90</b>	<b>- 5 166,25 €</b>	<b>1 131,50</b>	<b>554,60</b>	<b>1 686,10</b>	<b>935 593,75 €</b>



