

2014-0175-1177501/04

AMENDMENT 4

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

Registered: District Court Bad Homburg, HRB 11487

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

This Amendment 4 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

Due to the miscalculation of the Working days of some Experts and no use of the Working days of other Experts, the Parties have agreed to modify the Appendix B4 "Experts Input";

NOW THEREFORE the parties hereto hereby agree as follows:

1. Words and expressions in this Amendment 4 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 B4: | Experts Input |
| Appendix C/D4: | 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 B5: | Experts Input |
| Appendix C/D5: | 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 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."

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 B5; Appendix C/D5;

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 B4” with words “Appendix B5”.
- 3.2 In Clause 29.2 replace the words “Appendix B4” with words “Appendix B5”.
- 3.3 In Clause 34.1 replace the words “Appendix B4” appearing twice in the Clause with words “Appendix B5”.
- 3.4 In Clause 34.2 replace the words “Appendix B4” with words “Appendix B5”.
- 3.5 In Clause 42.4 replace the words “Appendix B4” with words “Appendix B5”.

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 30 June 2018.” with words “The time period shall be up to 31 August 2018.”
- 4.2 In Clause 50 replace the words “Appendix C/D4” with words “Appendix C/D5”.

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 4 are informed, that this Amendment 4 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 4 to be signed in four counterpart originals. This Amendment 4 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.



Miroslav Obert, Chairman of Board of Directors

Miroslav Stejskal, Vice-Chairman of Board of Directors

For and on behalf of GOPA - International Energy Consultants GmbH

Klaus Langschieß, Managing Director

Appendix B5 - Experts Input

| Name | Position | Change Amend. 4 | Total Time Input (in working days) | | |
|------------------------|--|-------------------|------------------------------------|-----------------|-----------------|
| | | | Home | Field | Total |
| Key Experts | | | | | |
| | 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) | | | |
| Subtotal | | | 75,54 | 285,50 | 361,04 |
| Non-Key Experts | | | | | |
| | 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) | | | |
| Subtotal | | | 505,25 | 956,00 | 1 461,25 |
| Total | | | 580,79 | 1 241,50 | 1 822,29 |

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

Appendix C/D5 - Remuneration and Reimbursable Expenses Cost Estimates

Form FIN-2: Summary of Costs

**Contract + Amendment 1 + Amendment 2 +
Amendment 3 + Amendment 4**

| Item | Cost in EUR |
|---|-----------------------|
| (1) Remuneration | 938 574,00 € |
| (2) Reimbursable Expenses | 129 768,30 € |
| (3) Contingencies | 10 707,70 € |
| 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 |
| <u>Total Estimate for Indirect Local Tax:</u> | - € |

Appendix C/D5 - 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 | | | | | Amendment 4 | | | Contract + Amendment 1 + Amendment 2 + Amendment 3 + Amendment 4 | | | | | | | | |
|---------------------------|--|----------------|--|----------------|----------------|-------------|-------|---------------------|----------------|--------------|--|-------------------|-----------------|---------------|-----------------|---------------------|--|--|--|
| | | | In the Field | In Home Office | Total Period | Expert Rate | Total | In the Field | In Home Office | Total Period | Total | In the Field | In Home Office | Total Period | 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 Bystricany | working days | | | | | | | | | | | | | | | | | |
| | Site Supervisor - Substation Horna Zdana | working days | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Total Remuneration | | | 1131,50 | 554,60 | 1686,10 | | | 935 593,75 € | 110,00 | 26,19 | 136,19 | 2 980,25 € | 1 241,50 | 580,79 | 1 822,29 | 938 574,00 € | | | |

2. REIMBURSABLE EXPENSES¹⁾

| Contract + Amendment 1 + Amendment 2 + Amendment 3 | | | | | | Amendment 4 | | Contract + Amendment 1 + Amendment 2 + Amendment 3 + Amendment 4 | |
|---|--|--------------------|------------------|--------------------|---------------------|-------------|------------|--|---------------------|
| 2.1 Per Diem Allowance: | | | | | | | | | |
| Place | Description | Number of days | Per Diem | Total | Number | Total | Number | Total | |
| Slovakia (Short term Experts) | calendar days | 128,00 | 150,00 € | 19 200,00 € | | - € | 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 € | |
| Slovakia (Long term Experts after 60 days) Stage 2 | calendar days | 145,00 | 75,00 € | 10 875,00 € | | | 145,00 | 10 875,00 € | |
| Total Per Diem | | | | 48 075,00 € | | - € | | 48 075,00 € | |
| 2.2 Air Travel: (Full Economy Class or Equivalent) | | | | | | | | | |
| Routing | Description | Number of flights | Cost per flight | Total | Number | Total | Number | Total | |
| Europe - Vienna/Bratislava, a/r | Per actual costs, receipts / invoices | 43,00 | 500,00 € | 21 500,00 € | | - € | 43,00 | 21 500,00 € | |
| Total Air Travel | | | | 21 500,00 € | | - € | | 21 500,00 € | |
| 2.3 Local Travel: [Travel from home to departure airport and return, and reasonable local travel when abroad.] | | | | | | | | | |
| Journey | Description | Number of journeys | Cost per journey | Total | Number | Total | Number | Total | |
| Travel to / from airport and transfer Vienna/Bratislava | Lump sum per journey | 43,00 | 184,70 € | 7 942,10 € | | - € | 43,00 | 7 942,10 € | |
| Total Local Travel | | | | 7 942,10 € | | - € | | 7 942,10 € | |
| 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 | Number | Total | Number | Total |
| Communications (Stage II only) | Per actual costs per expert | 15,04 | 30,00 € | Month | 451,20 € | | | 15,04 | 451,20 € |
| Office stationary monthly (Stage II only) | Per actual costs, receipts / invoices | 11,50 | 100,00 € | Month | 1 150,00 € | | | 11,50 | 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 € | | | 1,00 | 40 000,00 € |
| Vehicle insurance (Stage II only) | Per actual costs, receipts / invoices | 1,00 | 2 500,00 € | Year | 2 500,00 € | | | 1,00 | 2 500,00 € |
| Vehicle running costs (Stage II only) | Per actual costs, receipts / invoices | 6,00 | 400,00 € | Month | 2 400,00 € | | | 6,00 | 2 400,00 € |
| Mobilisation Long Term Expert (Stage II only) | Lump sum per LTE | 2,00 | 1 500,00 € | | 3 000,00 € | | | 2,00 | 3 000,00 € |
| De-Mobilisation Long Term Expert (Stage II only) | Lump sum per LTE | 0,00 | 1 500,00 € | | - € | | | 0,00 | - € |
| Factory Acceptance Tests (5 days each FAT) | Per actual costs, receipts / invoices | 1,00 | 2 750,00 € | One FAT | 2 750,00 € | | | 1,00 | 2 750,00 € |
| Total Miscellaneous | | | | | 52 251,20 € | | - € | | 52 251,20 € |
| Total Reimbursable Expenses | | | | | 129 768,30 € | | - € | | 129 768,30 € |

1) May include indirect taxes, such as VAT which are not otherwise recoverable by the Consultant.

2) Including "mud and snow" wheels and tyres for winter operation.

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

3. CONTINGENCIES

| | | | |
|---|-----------------------|--------------|-----------------------|
| 3. Contingencies: (utilisation only after prior approval in writing by the Client) | 13 687,95 € | - 2 980,25 € | 10 707,70 € |
| TOTAL MAXIMUM CONTRACT AMOUNT (Contract Ceiling Amount) | 1 079 050,00 € | - € | 1 079 050,00 € |