 <b>BIDSF Project</b>	<b>D1.1 DISMANTLING OF INSULATION IN V1 NPP TURBINE HALL BIDSF 019 3 001</b>	<b>D1.1</b> Amendment No. 1 to Contract
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## **Amendment No. 1 to Contract BIDSF 019 3 001**


This Amendment No. 1 to CONTRACT BIDSF 019 3 001 is made on \_\_\_\_\_, 2012 between

**Jadrová a vyrad'ovacia spoločnosť, a.s.** a state owned joint stock company duly organized and existing under the Laws of the Slovak Republic with its registered office located at Tomášikova 22, 821 02 Bratislava, Slovak Republic and registered with the Trade Register of the District court Bratislava I in section Sa under number 4649/B, Company Identification No.: 35 946 024, duly represented by Mr. Ján Horváth – Chairman of the Board of Directors and Mr. Miroslav Obert – Vice-Chairman of the Board of Directors, entrusted with the relevant powers in compliance with the Statute of Jadrová a vyrad'ovacia spoločnosť, a.s. (hereinafter called "the **Employer**") of the one part,

and

**ROBO Piešťany, a.s.** a joint stock company duly organized and existing under the Laws of the Slovak Republic with its registered office located at Royova 2, 921 01 Piešťany, Slovak Republic and registered with the Trade Register of the District court Trnava in section Sa under number 10027/T, Company Identification No.: 36 223 204, duly represented by Mr. Štefan Kačmáry – Chairman of the Board of Directors, entrusted with the relevant powers in compliance with the Statute of ROBO Piešťany, a.s. (hereinafter called "the **Contractor**") of the other part.

The Employer and the Contractor shall be collectively referred to as "**Parties**".

	<b>BIDSF Project</b>	<b>D1.1 DISMANTLING OF INSULATION IN V1 NPP TURBINE HALL BIDSF 019 3 001</b>	<b>D1.1</b> Amendment No. 1 to Contract
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## RECITALS

### WHEREAS

- (a) The Parties concluded on August 22<sup>nd</sup>, 2011 a contract under the name of "D1.1 – Dismantling of Insulation in V1 NPP Turbine Hall" (hereinafter referred as, "the **Contract**").
- (b) During the implementation of the Contract, the Parties have agreed that the Scope of Supply shall be extended for additional Works, which shall be dismantling of thermal insulation in additional objects No. 583 (Central pumping station V1), No. 590a (demi water tanks (original super emergency pumps), No. 583a (Building CCHV V1), No. 530 (Dieselgenerator station V1), No. 530/A (Dieselgenerator-DG5), No. 590 (Building of water chemical treatment V1), No. 401(underground pipe channels V1, PK-11, 17, 18, 20, 401 M/1).
- The Parties have agreed, that the Contract Price will be increased by 104 473 € (in words: "one hundred and four thousand four hundred seventy three euro") for the execution of additional works. The Intended Completion Date shall not be affected and remains unchanged.
- (c) The Parties acknowledge that all words and expressions shall have the same meaning as are respectively assigned to them in the Contract hereinafter referred to and that all other terms and conditions of the Contract remain unchanged and now, therefore, the Employer and the Contractor hereto agree as follows:

## CLAUSES


The following documents, describing details of additional equipment and associated works (schedule of prices, schedule of works, technical proposal), attached hereto shall be deemed to form an integral part of this Amendment No. 1 to Contract:

- Appendix No. 1 – Letter dated March 14<sup>th</sup> 2012 – Request for development and submit the cost estimation for Amendment No. 1 for BIDSF project D1.1;
- Appendix No. 2 – Letter dated April 5<sup>th</sup> 2012 - Cost estimation of Amendment No. 1 for BIDSF project D1.1;
- Appendix No. 3 – Schedule of Prices;
- Appendix No. 4 – Preliminary Programme;

The Contract is herein modified to incorporate the following provisions, being the effective date of this Amendment No. 1 the date when the signed Amendment No. 1 by both Parties is published in accordance with sec. 5a of the Act. No. 211/2000 Coll. on Free Access to Information and on Change and Supplement of Certain Acts (Act on Free Information), as amended:

1. Part A – The Contract Agreement, point 2. shall be amended as follows:

*"The following documents shall be deemed to form and be read and construed as part of this Agreement, for the purpose of interpretation, the priority of the documents shall be in accordance with the following sequence:*

	<b>BIDSF Project</b>	<b>D1.1 DISMANTLING OF INSULATION IN V1 NPP TURBINE HALL BIDSF 019 3 001</b>	<b>D1.1</b> Amendment No. 1 to Contract
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- A.0 Amendment No. 1
- A. This Contract Agreement
  - B. The Letter of Acceptance
  - C. The Letter of Tender
  - D. The Contract data
  - E. The General Conditions of Contract
  - F. Clarification questions and answers
  - G. The Requirements as listed in Section VI
  - H. The Contractor's Proposal constituted by:
    - H1. Technical proposal,
    - H2. Project organization and Time schedule,
    - H3. Schedule of Prices,
    - H4. List of Subcontractors,
  - I. Services Requested/Provided by/to the Contractor"

2. Part A – The Contract Agreement, point 4 shall be amended as follows:

*"The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works and the remedying of defects therein, the Amended Contract Price in amount of 1 387 143,- €, which consists of the Contract price in amount of 1 282 670,- € and price for execution of Amendment no.1 in amount of 104 473,- € at the times and in the manner prescribed by the Contract."*

3. Part D - The Contract Data, Sub-Clause 2.3 shall be amended as follows:


- Add a new item "0) A.0 Amendment No. 1" at the beginning before item "1) A. The Contract Agreement".

4. Part D- The Contract Data, Sub-Clause 43.2 [Payments] the text after the second sentence shall be deleted and substituted as follows:

"

<b>No.</b>	<b>Payment milestones</b>	<b>Payment</b>
1	<i>Approval Technical Documentation and establishment of temporary storages</i>	<i>15% of 1 282 670,- €</i>
2A	<i>Finishing of dismantling of insulation and hazard waste, separation of metallic parts except Works within the scope of the Amendment No. 1</i>	<i>30% of 1 282 670,- €</i>
2B	<i>Finishing of Works within the scope of the Amendment No. 1</i>	<i>104 473,- €</i>
3	<i>Finalized processing of glass fibres waste from dismantling</i>	<i>20% of 1 282 670,- €</i>
4	<i>Finishing of cleaning of the buildings</i>	<i>20% of 1 282 670,- €</i>
5	<i>Acceptance of the Final Contract Report</i>	<i>15% of 1 282 670,- €</i>
	<b>Amended Contract price</b>	<b>1 387 143,- €</b>

"

	<b>BIDSF Project</b>	<b>D1.1 DISMANTLING OF INSULATION IN V1 NPP TURBINE HALL BIDSF 019 3 001</b>	<b>D1.1</b> Amendment No. 1 to Contract
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5. Part G1 - Technical Specification, chapter 1.2 [OBJECTIVES], at the end of sub-paragraph 1 shall be added as follows:

*“Apart of the objectives specified in the Technical specification, the Contractor shall be obliged to execute works in the scope of the Amendment No. 1 to this Contract. Works within the scope of the Amendment No.1 to the Contract shall be carried out in the manner and way specified in this Technical Specification accordingly, provided the Amendment No. 1 (incl. it’s Appendices) does not state otherwise.”*

IN WITNESS WHEREOF, the Parties hereto signed this Amendment No.1 in four (4) copies in English language, each considered an original.

SIGNED by:

SIGNED by:

\_\_\_\_\_  
Mr. Miroslav Obert – Vice-Chairman of the Board of Directors

\_\_\_\_\_  
Mr. Štefan Kačmáry – Chairman of the Board of Directors

\_\_\_\_\_  
Mr. Ján Horváth – Chairman of the Board of Directors

for and on behalf of the Employer  
Date:

for and on behalf of the Contractor  
Date: