

	BIDSF Project	A5-A2 - MODIFICATION OF THE JAVYS POWER SUPPLY SCHEME AFTER V1 FINAL SHUTDOWN BIDSF 013 6 001	A5-A2 Amendment No. 1 to Contract
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Amendment No. 1

to Contract BIDSF 013 6 001

This Amendment to CONTRACT BIDSF 013 6 001 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 file number 4649/B, Company Identification No.: 35 946 024, duly represented by Mr. Peter Čížnár – 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

Efacec Engenharia e Sistemas S.A., a public limited company, duly organized and existing under the Laws of Portugal with its registered office located at Rua. Eng. Frederico Ulrich, Guardêiras, 4470-605 Maia, Portugal and registered with the Commercial Register of the Regional Court in Maia, Company Identification No.: 502533447, duly represented by Mr. Robert Graf and Mr. Hans Welz, entrusted with the relevant powers in compliance with the Statute of Efacec Engenharia e Sistemas S.A. (hereinafter called "**the Contractor**") of the other part.

(hereinafter referred to as "**the Amendment No. 1**").

(the Employer and the Contractor shall be collectively referred to as "**Parties**")

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RECITALS

WHEREAS

- (a) The Parties concluded on November 3rd, 2011 a contract under the name of "A5-A2 MODIFICATION OF THE JAVYS POWER SUPPLY SCHEME AFTER V1 FINAL SHUTDOWN" (hereinafter referred to as "**the Contract**")
- (b) During implementation of the Contract, the Parties have agreed that the Scope of Supply shall be change as provided below.
- (c) Based on the extension of the scope of the Contract the Parties have agreed that the Contract Price will be increased by EUR 89.547,- (in words „euro eighty nine thousand five hundred forty seven“) (excl. VAT) whereby the total increased amount of the Contract Price shall be EUR 8.982.624,- (in words: "euro eight million nine hundred eighty two thousand six hundred twenty four“) (excl. VAT). The Time for Completion provided in the Contract shall not be changed with this Amendment No. 1
- (d) The Parties acknowledge that all words and expressions shall have the same meaning as are respectively assigned to them in 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 Contract is herein modified to incorporate the following provisions, being the execution date of this Amendment No. 1 the date of the signature by the Parties and effective date of this Amendment No. 1 the day after the date when Amendment No. 1 is published in accordance with sec. 47a of the Civil Code and 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:

A0-1. Amendment No. 1

- A. This Contract Agreement*
- B. The Letter of Acceptance*
- C. The Letter of Tender*
- D. The Conditions of Particular Application*
- E. The Appendix to Tender*
- F. The General Conditions*
- G. The Employer's Requirements constituted by:*
 - G1. Technical Specifications,*
 - G2. Schedule of works,*
 - G3. Drawings and other Documentation*
 - G4. QA and QC surveillance requirements,*

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- G5. Site accessibility requirements,*
- H. Clarification questions and answers*
- H1. Clarification questions and answers to Tender Documentation*
- H2. Clarification questions and answers to Tender Proposal*
- I. The Contractor's Proposal constituted by:*
- I1. Technical proposal,*
- I2. Project organization and Time schedule,*
- I3. Schedules of Quantities, Pricing and Data,*
- I4. List of spare parts,*
- I5. List of subcontractors,*
- I6. Manufacturers' Authorisation form*
- J. Performance Security"*
2. Part A – The Contract Agreement, point 4 shall be deleted and substituted 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 Contract Price of the equivalent of EUR 8.982.624,- that is "euro eight million nine hundred eighty two thousand six hundred twenty four" at the times 22 months from the Commencement date as described by the Contract."*
3. Part D - The Conditions of Particular Application, Sub-Clause 1.5 [Priority of the documents] shall be amended as follows:
- New item "0) A0-1. Amendment No. 1" shall be added at the beginning before "1) A. The Contract Agreement";
4. Part D - The Conditions of Particular Application, Sub-Clause 14.4 [Schedule of Payments] shall be amended as follows:
- Delete the following text (payment milestones):
- | | |
|---|-------------|
| <i>"1 Acceptance of the Documentation for Land Decision and Building Permit (Conceptual Design)</i> | <i>10 %</i> |
| <i>2 Acceptance of the Detail Design</i> | <i>10 %</i> |
| <i>3 Completion of the disconnection and dismantling of the equipment.</i> | <i>10 %</i> |
| <i>4 Completion of civil works and installing of auxiliary devices.</i> | <i>10 %</i> |
| <i>5 Completion of the installation of a new independent Power Supply Source for V1 NPP</i> | <i>12 %</i> |
| <i>6 Completion of the installation of the Modification of the existing V1 NPP 110 kV Switchyard</i> | <i>5 %</i> |
| <i>7 Completion of the installation of the Modification of the current Power Supply Sources for the systems which continue in operation</i> | <i>10 %</i> |

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8 Completion of the Erection of a new source of

Secured Power Supply on V1 NPP

2,5 %

*9 Completion of the Erection of a new source of secured Power Supply
on RWTC*

2,5 %

*10 Completion of the Realignment of Power Supply Scheme of some JAVYS external
Switchboards to the new Power Supply Sources*

3%

*11 Completion of the commissioning and testing of the new systems
and equipment*

5 %

12 Successful training of personnel

5%

*13 Issuance of Taking-Over Certificate and acceptance of the
Final Contract Report*

15 %"


▪ and substitute with:

Payment Milestone	Amount
1. Acceptance of the Documentation for Land Decision and Building Permit (Conceptual Design)	10 % of EUR 8.893.077,-
2. Acceptance of the Detail Design	10 % of EUR 8.893.077,-
3. Completion of Works in the scope of the Amendment No. 1 of this Contract	EUR 89.547,-
4. Completion of the disconnection and dismantling of the equipment	10 % of EUR 8.893.077,-
5. Completion of civil works and installing of auxiliary devices.	10 % of EUR 8.893.077,-
6. Completion of the installation of a new independent Power Supply Source for V1 NPP	12 % of EUR 8.893.077,-

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7. <i>Completion of the installation of the Modification of the existing V1 NPP 110 kV Switchyard</i>	5 % of EUR 8.893.077,-
8. <i>Completion of the installation of the Modification of the current Power Supply Sources for the systems which continue in operation</i>	10 % of EUR 8.893.077,-
9. <i>Completion of the Erection of a new source of Secured Power Supply on V1 NPP</i>	2,5 % of EUR 8.893.077,-
10. <i>Completion of the Erection of a new source of secured Power Supply on RWTC</i>	2,5 % of EUR 8.893.077,-
11. <i>Completion of the Realignment of Power Supply Scheme of some JAVYS external Switchboards to the new Power Supply Sources</i>	3% of EUR 8.893.077,-
12. <i>Completion of the commissioning and testing of the new systems and equipment</i>	5 % of EUR 8.893.077,-
13. <i>Successful training of personnel</i>	5% of EUR 8.893.077,-
14. <i>Issuance of Taking-Over Certificate and acceptance of the Final Contract Report</i>	15 % of EUR 8.893.077,-
TOTAL	EUR 8.982.624,-

5. Part E – The Appendix to Tender, add a new line at the end of the table as follows:

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6. Part Part G1 – Technical Specifications, at the end of Chapter 3.1.2.6 [*V2 Control Room, cables disconnection and isolation services*] add a new Chapter 3.1.2.7 named "*Spare Supply For V2*" with the following text:

"Due to transformer V2-AU02 is necessary to be energised as a spare supply for V2 NPP, the Contractor shall ensure the installation of an interconnection of the lines V8849 Madunice and V8314 V2-AU02 (as specified in the Appendices No. 5, 7, 8, 9 and 10 of the Amendment No. 1 to this Contract). With this solution it is ensured that transformer T713.1 is de-energized, the building 713 is completely shut down and 110kV bays 7 and 8 are de-energized. Works will be performed by ZSE (Enermont), who is the owner of the overhead lines. Protection relays will be re-programmed according to the needs."

7. Part Part G1 – Technical Specifications, at the end of Chapter 3.1.2.7 [*"Spare Supply For V2"*] add a new Chapter 3.1.2.8 named "*Energy Supply for TSU RAO and Radwaste Treatment Centre*":

"Due to transformer A1 T19 (T18) is necessary to be energised as a supply for TSU RAO (Radwaste Treatment Centre), the Contractor shall ensure the installation of an interconnection of the lines V8782 and V8763 (as specified in the Appendices No. 5, 6, 8, 9 and 10 of the Amendment No. 1 to this Contract). With this solution it is ensured that transformer T19 or (T18) is energized and 110kV bays 4 and 2 are de-energized. Works will be performed by ZSE (Enermont), who is the owner of the overhead lines. Protection relays shall be re-programmed according to the needs."

In the scope of chapter 3.1.2.7 and 3.1.2.8 above and also in regard of safety and the possibility of performing the works in the 110kV substation, the Contractor shall de-energize the busbar B (W2) and disconnect both sides of busbar W1 between bays 2 and 6. Fields no. 5, 4, 3 will be operated at one busbar – part of A (W1). The existing busbar consists of three parts which are linked by interconnection wires. These interconnection wires will be removed from the right and left part of the busbar. During the bypass operation the existing 110kV busbar protection is out of service. By implementing of changes in existing R110kV, section switch will be open at the 22kV line, which ends SO 713. Interconnection between the 22kV column and SO713 will be dismantled."

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8. Part Part G1 – Technical Specifications, at the end of Chapter 3.1.2.8 ["Energy Supply for TSU RAO and Radwaste Treatment Centre"] add a new Chapter 3.1.2.9 named "*Energy Supply for V1 – Škoda Hall*":

"For Škoda Hall object SO760 there is necessary to assure the power supply also within the Project A5A2 realization period. Presently the Hala Škoda is fed from Building 713 and due to fact that Building 713 will be de-energized.

Thus, Hala Škoda object will be supplied from existing 6kV substation rd6-08.12/02. The power supply shall be implemented by the Contractor (as specified in the Appendices No. 5, 8, 9, and 10 of the Amendment No. 1 to this Contract) through the existing reserve cable 10kV type AYKCY 3x120mm². The Contractor shall reconnect the cable to RD6-8.12 Field No. 2. Existing cable shall be led to the building SO583 through the cable channel. At the place of intersection with the existing oil-cable line to the object SO 760 (Škoda Hall) there we will provide the coupling of mentioned two cables by a hybrid coupler. The cable channel will be modified in such way, that cables can be combined and temporarily in operation. Field No.2 in existing switchgear RD6-12.8 is equipped with SPAM 150C protection, which will be replaced by the existing SPAJ protection of the existing bay placed in SO 713. This cell is presently used for power supply of the building SO 760 (Škoda Hall).

All material needed for the works as specified under Chapter 3.1.2.7 ["Spare Supply For V2"], Chapter 3.1.2.8 ["Energy Supply for TSU RAO and Radwaste Treatment Centre"] and Chapter 3.1.2.9 ["Energy Supply for V1 – Škoda Hall"] shall become and remain the property of the Employer after the respective works are finished, except the material, which is in the property of ZSE for the OHL (shown with 0 in the Bill of Quantities which is enclosed as Appendix No. 10 of this Amendment No. 1)"

9. Part I – The Contractor's proposal, part I1. – Technical proposal, Attachment 3.3a and 3.3b shall be deleted and substituted by a new Attachment 3.3 as follows:

Attachment 3.3: 110kV Switching Modules


(Manufacturer: AREVA/ALSTOM)

- *Technical data of the equipment*
- *Main dimensions of the equipment*
- *Table of type tests*
- *Comments on High-Voltage Institute Kassel "*

The afore-mentioned parameters of the equipment are specified in Appendix No. 1, which forms an integral part of the Amendment No. 1 of the Contract.

10. Part I – The Contractor's proposal, part I1. – Technical proposal, Attachment 3.4 shall be deleted and substituted by a new Attachment 3.4 as follows:

„Attachment 3.4: 110kV Circuit Breaker

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(Manufacturer: ALSTOM)

- *Technical data of the equipment*
- *Main dimensions of the equipment*
- *Table of type tests*

The afore-mentioned parameters of the equipment are specified in Appendix No. 4, which forms an integral part of the Amendment No. 1 of the Contract.

11. Part I – The Contractor's proposal, part I1. – Technical proposal, Attachment 3.10 shall be deleted and substituted by a new Attachment 3.10 as follows:

„Attachment 3.10: 6kV Switchgear

- *Test Report GMAe1-904.10E*
- *Operating Instructions No. AGS 531 521-01, edition 03/2009"*

The afore-mentioned parameters of the equipment are specified in Appendix No. 2 and Appendix No. 3, which form an integral part of the Amendment No. 1 of the Contract.

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

Appendices:

Appendix No. 1 – 110kV Switching Modules

Appendix No. 2 – Test Report GMAe1-904.10E

Appendix No. 3 - Operating Instructions No. AGS 531 521-01, edition 03/2009

Appendix No. 4 – Technical data and drawings of 110kV Circuit Breaker

Appendix No. 5 - Schematic drawing

Appendix No. 6 - Link at Overhead Line A1

Appendix No. 7 - Link at Overhead Line V2


Appendix No. 8 - SLD 110kV with comments

Appendix No. 9 - Time schedule

Appendix No. 10 – Bill of Quantities

Appendix No. 11 – Letter dated 25.5. 2012 (bypass)

Appendix No. 12 - Letter dated 10.4. 2012 (6kV switchgear)

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Appendix No. 13 - Letter dated 2.4. 2012 (switching modules)

Appendix No. 14 – Letter dated 2.4.2012 (110 kV circuit breaker)

SIGNED by:

SIGNED by:

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

Mr. Robert Graf – authorised representative

Mr. Peter Čižnár – Chairman of the Board of
Directors

Mr. Hans Welz – authorised representative

for and on behalf of the Employer

for and on behalf of the Contractor

Date:

Date: