



SEPS, a.s.
Evid. č. zmluvy

2010-0074-1177501/01

AMENDMENT No. 1
to the
CONTRACT AGREEMENT

Financed By

Bohunice International Decommissioning Support Fund (BIDSF),
administered by the European Bank for Reconstruction and Development (EBRD)

This Amendment No. 1 to the Contract made between:

Slovenská elektrizačná prenosová sústava, a.s. (SEPS, a.s.)

Mlynské nivy 59/A

824 84 Bratislava

Slovak Republic

IČO: 35 829 141

Tax-No.: 2020261342

VAT reg. No.: SK2020261342

Bank: Tatrabanka Bratislava, IBAN: SK30 1100 0000 0026 2019 1900

SWIFT: TATRSKBX

Statutory body: Board of Directors, represented by:

Ján Horkovič, Chairman of Board of Directors

Emil Krondiak, Vice-chairman of Board of Directors

Registered: in Trade Register of County Court Bratislava I, Section: Sa, Record No.: 2906/B

(hereinafter called "the Employer") of the one part

and

Unincorporated Partnership Consortium VIS Elektroluks

9 Sedyanka Street

Region Severe,

Plovdiv Municipality

Plovdiv District

4003 Plovdiv

Republic Bulgaria

Tax-No.: 175732289

VAT reg. No.: BG 175732289

VAT reg. No.: SK 4020297809

Bank: Societe Generale Expressbank AD, IBAN: BG53TTBB 9400 1525 3753 57 BIC: TTBBBG22

Statutory body: represented by: Georgi Nikolov Tabakov, Representative of Unincorporated Partnership Consortium VIS Elektroluks

Registered: in Bulstat Register of Registry Agency Plovdiv with Contract dated 22 July 2009 as per the Company and Obligations Act

(hereinafter called "the Contractor") of the other part.

Whereas the Employer desires that the Works known as **Substation 400 kV Lemešany - Enlargement** should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Amendment No. 1 words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. This Amendment No. 1 shall supersede the Contract Agreement.

3. The Contract Agreement shall be amended as follows:

3.1. In article 2 delete the words:

- "(a) This Contract Agreement,
- (b) The Letter of Acceptance, dated 17th August 2010,
- (c) The Letter of Tender, dated 10th May 2010,
- (d) Tender Clarification Requests and Responses,
- (e) Questions and Answers during bidding period,
- (f) The Particular Conditions of Contract,
- (g) The General Conditions of Contract,
- (h) The Employer's Requirements,
- (i) The Contractors Tender with Appendices including completed Price Schedules, Data Sheets and Schedules of Requirements."

and replace them with:

- "(a) Amendment No. 1,
- (b) The Contract Agreement,
- (c) The Letter of Acceptance, dated 17th August 2010,
- (d) The Letter of Tender, dated 10th May 2010,
- (e) Tender Clarification Requests and Responses,
- (f) Questions and Answers during bidding period,
- (g) The Particular Conditions of Contract,
- (h) The General Conditions of Contract,
- (i) The Employer's Requirements,
- (j) The Contractors Tender with Appendices including completed Price Schedules, Data Sheets and Schedules of Requirements."

Addenda shall have the order of precedence of the document they are modifying.

3.2. The bank details of the Contractor stated in the parties definition of the Contract Agreement shall be amended to:

Bank: Societe Generale Expressbank AD, IBAN: BG53TTBB 9400 1525 3753 57
BIC: TTBBBG22

4. The Contract Price shall remain unchanged according to Contract Agreement:

"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 amount of:

2 302 598,00 EUR (two million three hundred and two thousand five hundred and ninety eight Euro)


or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. VAT and other taxes shall not be paid on the funds originating from BIDSF funds."

5. All other terms and conditions unaffected by this Amendment No. 1 shall remain unchanged.

6. This Amendment No. 1 is made in four counterpart originals, two of them for each part of the Contract Agreement.

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In Witness whereof the parties hereto have caused the Amendment No. 1. This Amendment No. 1 becomes effective from the day the last party has signed it.

SIGNED by: _____


Name: Ján HORKOVIČ
Chairman of Board of Directors

Date: _____ - 3. 03. 2011

for and on behalf of the Employer

SIGNED by: _____


Name: Georgi Nikolov Tabakov
Representative of Unincorporated Partnership
Consortium VSE Elektroluks

Date: _____

for and on behalf of the Contractor

SIGNED by: _____


Name: Emil KRONDIK
Vice-Chairman of Board of Directors

Date: _____

for and on behalf of the Employer

Elektroenergetická elektrizačná
průmyslová společnost, a.s.
Mladá boleslav 59/A
824 04 Čáslava 26
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