

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made on the 12th day of SEPTEMBER 2017.

BETWEEN

Javno preduzeće “Elektroprivreda Srbije”, Beograd, incorporated under the laws of Republic of Serbia and having its principal place of business at Carice Milice 2, 11000 Beograd, Serbia, PIN 20053658, TIN 103920327, represented by Acting General Manager Milorad Grčić (hereinafter called “the Employer”)

and

Hidro-Tan d.o.o., Beograd, incorporated under the laws of Republic of Serbia and having its principal place of business at Milutina Milankovića 9b, 11070 Novi Beograd, Serbia, PIN 20479485, TIN 106264886, represented by Director Dragan Klisura (hereinafter called “the Contractor”).

WHEREAS the Employer invited tenders for the execution of the Works, described as **Rehabilitation of 7 Small Hydropower Plants in Serbia – LOT 4: SHPP Sveta Petka, SHPP Sicevo, SHPP Temac, SHPP Sokolovica, SHPP Gamzigrad, SHPP Vučeje, SHPP Jelašnica**, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price 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.

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender
 - (c) the Particular Conditions
 - (d) the General Conditions
 - (e) the completed Bill of Quantities and
 - (f) the Specifications and Drawings.
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. 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 in the amount of **EUR 3,208,872.90 (Three million two hundred eight thousand eight hundred seventy-two euros and 90/100) net of VAT** 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.

5. The Contract has been drawn up in 6 (six) identical copies in English language. Each Contracting Party shall retain 3 (three) copies of the Contract in English language.

Agreement to be executed in accordance with the laws of Republic of Serbia on the day, month and year indicated above.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly representatives the day and year first above written.

Signed by for and on behalf of the Employer: Signed by for and on behalf the Contractor:

Milorad Grčić

Milorad Grčić
Acting General Manager

Date: _____



Dragan Klisura

Dragan Klisura
Director

Date: _____



ПРИПРЕМА УГОВОРА		2
име и презиме	својеручни потпис	
извршилац <i>Dejan Vuksanović</i>	<i>[Signature]</i>	
непосредни руководиоца <i>DRAGOSLAV CIOVIC</i>	<i>[Signature]</i>	
директор сектора / одговарајуће службе / организационе јединице <i>DRAGOSLAV CIOVIC</i>	<i>[Signature]</i>	
ОБЕРА ИСПРАВНОСТИ УГОВОРА		
име и презиме	својеручни потпис	
правна <i>OLJGATA KORNICIC</i>	<i>[Signature]</i>	
економско финансијска <i>MILORAD GRČIĆ</i>	<i>[Signature]</i>	

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