

05-05-2020

**CONTRACT
ON RENDERING SERVICES****No. CRIC-SRB-ZSP-JXZL-20-11**Ugrinovački put 27
BEOGRAD-ZEMUNConcluded in Belgrade on 05.05.2020. between:

CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD SAVSKI-VENAC, registry code: 29507228, TIN: 110034583 and having its principal place of business at Vladete Kovacevica 3, 11000 Belgrade, Serbia, represented by Mr. Hu Xiaoyong, Representative, (hereinafter: the Service User)

AND

ELITA COP doo, Ugrinovački put 27, Zemun – Beograd, TIN 101541747, company registry code 17373285, TR 170-30008345000-79, represented by director Mr. Vese Romic, Representative (hereinafter: the Service Provider)

WHEREAS

The service user has been engaged as the main contractor for design and execution of construction works on the railway section Belgrade Center – Stara Pazova for Hungarian – Serbian railway ("Project") by Government of the Republic of Serbia (hereafter referred to as: Financier) and Public Enterprise "Infrastructure of Serbia Railway", Belgrade (hereinafter referred to as: Investor).

The contract based on the Project is governed by commercial contract dated on the November 5, 2016, concluded between the service user, the Financier and the Investor, which together with all other documents specified therein form the main contract (hereafter referred to as: The Main Contract).

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the service user and the service provider agree as follows:

SUBJECT OF THE CONTRACT

Rendering Services for execution of the civil works on installation of the steel sheet piles and removal (dismantling) of the steel sheet piles in order to secure the foundation, within the

project for Modernization and reconstruction of the railway, section Belgrade Center- Stara Pazova, km 15+915.15 Zemun polje.

Article 1.

The Service Provider assigns, and the Service User accepts: Execution of the civil works on removing and installing steel sheet piles in order to secure the foundation within the project on Modernization and reconstruction of the railway, section Belgrade Center- Stara Pazova, km 15+915.15 at Zemun polje with its own equipment, labor force and tools, and all in accordance with the offer no. 489/20 dated April 8, 2020.

Article 2.

The Service User has the obligation to execute the contracted works all in accordance to the following documentation which is an integral part of the contract.

- a) Agreed offer from the Service User no. 489/20 dated on April 8, 2020.
- b) Investment-technical and design documentation of the Investor

VALUE OF THE CONTRACTED RENDERING SERVICES FOR THE WORKS

Article 3.

Contracting parties confirm the value of the works according to the unit prices from the offer, and the offer amounts to **96.132,00 EUR** without VAT.

Payment is made in RSD according to the NBS middle exchange rate valid on the day of payment.

The calculation of the executed works is made according to the actually executed quantities. Unit prices are fixed during the execution deadline.

DEADLINES FOR EXECUTION OF RENDERING SERVICES FOR THE WORKS

Article 4.

Dynamic for the performance of the contractual obligations is in the accordance with the dynamic of the Project.

METHOD OF PAYMENT

Article 5.

Payment is made in the following manner:

- 50% advance payment with submitting advance payment receipt
- The remaining amount shall be paid in a 30 days period after completion of the steel sheet piles installation and upon submitting the invoice. Invoice shall be made according to the certified measurement sheet.

The calculation of the rendering services of works is done according to the actual executed works (based on the signed measurement sheets by the Supervision) and unit prices from the accepted the Service Provider's offer.

OBLIGATIONS AND RIGHTS OF THE SERVICE PROVIDER

Article 6.

1. The Service Provider has the obligation to have a qualified person for execution of the works on the construction site.
2. The Service Provider has the obligation to report the works to the competent department before commencement of the works.
3. The Service Provider 's responsible person for applying and controlling the measures on work safety and protection has the obligation to constantly be present on the construction site during the realization of the Contract.
4. The Service Provider has the obligation to appoint a Responsible Engineer for his scope of works, in accordance with the Law on planning and construction.
5. The Service Provider has the obligation to keep the construction site documentation: construction diary, measurement sheets book, in accordance with the requests of the Supervisor, i.e. according to the Law on planning and construction.
6. The Service Provider receives the orders for execution of the works only from the Service user's responsible person.
7. The Service Provider must plan and execute the works in tight cooperation with the

representative of the The Service User at all times.

8. The Service Provider must on daily basis clean the working area after its workers and before the hand over of the completed works, carry out final cleaning of the construction site.

9. The Service Provider's obligation is to provide all necessary equipment, labor force and tools for execution of the works.

OBLIGATIONS AND RIGHTS OF THE SERVICE USER

Article 7.

1. The Service User has the obligation to provide to the The Service Provider's representative a clear Design-technical documentation in a timely manner. According to this documentation the subject works shall be executed.

2. The Service User has the obligation and responsibility to protect machinery and equipment, and it is responsible for any damage that might occur on the machinery or equipment after operator's working hours.

3. The Service User has the obligation and responsibility to provide all necessary conditions for undisturbedly and safe construction site work for Service Provider

4. The Service User has the right to stop execution of the works if the works are not being executed qualitatively.

Article 8.

In the attachment of the Contract is:

1. The Service Provider's offer no. 489/20, dated April 8, 2020.

2. Agreement on mutual enforcement of the safety and health measures on the construction site

Article 9.

The Service Provider has the obligation to enforce the measures for safe and healthy work according to the agreement on mutual enforcement of the safety and health measures on the construction site.

Article 10.

The Service User and The Service Provider shall seek to settle the disputes by mutual agreement, otherwise for settling possible dispute that might occur with regard to execution of the works, according to the basis of the Contract the Commercial Court in Belgrade shall have the jurisdiction.

OTHER PROVISIONS

Article 11.

The Contract is concluded in 6 identical copies, 4 (two) copies are retained by the The Service User and 2 (two) copies are retained by the The Service Provider for its needs.

Service User



Service Provider



Handwritten signatures and dates in blue ink.