# AMENDMENT No. 2.

# TO CONTRACT No. 280980/2017-ČRA

# No. 281862/2018-ČRA

Between

### Contract Owner: Czech Republic – Czech Development Agency

Represented by: Mr. Pavel Frelich - director

Residence: Nerudova 3, 118 50 Praha 1

Phone.: +420 251 108 130

E-mail: info@czechaid.cz

Identification number: 75123924

Bank connection: Czech National Bank, Na Příkopě 28, Prague 1

Account Number: 0000 – 72929011/0710

(hereafter “CzDA“)

and

Supplier: **GRIJANJEINVEST d.o.o.**

Represented: Ljubiša Tanić, director

Residence: Srpskih ratnika 24, Pale

 Bosnia and Herzegovina

Supplier’s contact person: XXXXXXXXXX

Phone.: XXXXXXXXXX

E-mail: XXXXXXXXXX

Bank connection:

 XXXXXXXXXXXXX

(hereafter “Supplier“)

1. **Introductory provisions**
2. The Supplier and the CzDA have entered into the contract for work done, contract No. 280980/2017-ČRA signed on 25 September 2017 (hereafter “Contract”). In the Contract the Supplier has especially undertaken to carry out construction and author supervision of mechanical, electrical and construction works for installation of geothermal heating system including complete renewal of primary school “Sveti Sava” in Ševarlije, Doboj, Bosnia and Herzegovina (hereafter “heating renewal works”) and prepare project documentation of the executed state.
3. Due to the delay in finalization of heating renewal works, which wasn´t caused by the Supplier or the CzDA, the Supplier wasn´t able to perform the Contract in the full extent.
4. Because of the above specified delay the Parties have agreed on prolongation of the period of performance of the Contract and hereby enter into this Amendment.
5. **Subject of the amendment**
6. The Supplier and the CzDA have agreed on the following changes of the Contract.
7. Provisions of the Article 1.4. of the Contract changes as follows:

*1.4. The Parties hereby declare that this Contract shall relate to any other services provided by the Supplier necessary for performance of the work.*

***Period of performance:***

*From 18 September 2017 to 30 November 2019*

1. Provisions of the Article 2.1. of the Contract changes as follows:
	1. *The CzDA shall reimburse the Supplier for the performance of the work specified in Article 1 of this Contract. The maximum amount to be paid by the CzDA under this specific Contract shall not exceed the amount of 12.870,00 EUR incl. VAT (hereafter “contract price”). The contract price is a sum of all expenses of the Supplier, as specified in Annex 1 to this Contract (Price offer of the Supplier). The payment of VAT is at sole responsibility of the Supplier. The contract price includes all costs of the Supplier and consultations provided to the CzDA by the Supplier which are necessary for the performance of the work. The contract price will be split in two payments.*

*For performance of the Contract in 2017 the CzDA will reimburse the Supplier amount of 9.945 EUR incl. VAT.*

*For performance of the Contract in 2019 the CzDA will reimburse the Supplier amount of 2.925 EUR incl. VAT.*

*All payments will be done only on the base of proper request for payment sent by the Supplier to the CzDA. All request of payment shall be accompanied by invoice issued by the Supplier. After finished performance in 2017 and after finished performance of the work in 2019 the Supplier shall send to the CzDA request for the payment. The request for the second payment shall be submitted to the CzDA after the work was finished and taken over by the CzDA. The request for the payment shall be admissible only if accompanied by the relevant invoice issued by the Supplier and in accordance with Article 1. The request for the second payment shall be submitted to the CzDA on 30 November, 2019 at the latest. The requests shall be sent to the CzDA email address stated above.*

1. Provisions of the Article 2.4. of the Contract changes as follows:

*2.4. The CzDA shall reimburse the invoice to the Supplier within 21 days of the date*

*on which the request for payment was approved by the CzDA.*

1. Provisions of the Article 3.5. of the Contract changes as follows:

*3.5. To send the final documentation specified in Article 1 of this Contract on 30 November, 2019 at the latest. The documentation shall be sent to the CzDA email address stated above.*

1. Provisions of the Article 10.2. of the Contract changes as follows:

*10.2. In case of force majeure, notified in accordance with Article 9.2., either Contracting party may terminate the Contract, where performance of the work cannot be ensured until 30 November, 2019.*

1. Other parts of the Contract remain unchanged.
2. **Final provisions**
3. This Amendment shall be governed by the national substantive and procedural law of the Czech Republic.
4. The Parties acknowledge that this Amendment will be published in the contracts register in accordance with Act No. 340/2015 Coll., on the contracts register, as the CzDA is a liable party within the meaning of the act, and the Parties agree with the publication hereof. Publication shall be arranged by the CzDA within 30 days from signature of the Contract by both Parties.
5. This Amendment shall come into force and take effect on the day of its publishing in the contracts register. The CzDA shall inform the Supplier about date of publishing in the contract register within two working days from the date of publishing via email message sent to the email address of the Supplier stated in this Amendment. Should this Amendment suffer from legal defects, particularly should any provision hereof be in conflict with the applicable laws and, as a result thereof, the Amendment might be considered invalid, the provision shall be considered separate (i.e. separately invalid) and the Amendment shall be considered as not containing the provision.
6. Done in Prague and Pale, Bosnia and Herzegovina in three original counterparts in the English language on …………… 2019

For and on behalf of the CzDA For and on behalf of the Supplier

Mr. Pavel Frelich, director Mr. Ljubiša Tanić, director