

LETTER OF INVITATION TO TENDER
POZIV ZA UČESTVOVANJE NA TENDERU

Gradska Opština Mladenovac, 24.10.2014.

Our ref / broj tendera.: 03.05.404-22/2014

Dear Mr/Ms,
Poštovani,

SUBJECT: INVITATION TO TENDER FOR /PREDMET: POZIVA ZA UČEŠĆE NA TENDERU

**Supply and installation of prefabricated houses in City Municipality of Mladenovac /
Nabavka i montaža montažnih objekata u Gradskoj opštini Mladenovac**

Further to your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier:

U vezi Vašeg upita na tender, molimo Vas da pogledate priložena dokumenta, koja čine tendersku dokumentaciju:

VOLUME 1 / SVESKA 1

**SECTION 1: INSTRUCTIONS TO TENDERERS /
ODLOMAK 1: UPUTSTVO PONUĐAČIMA**

**SECTION 2: TENDER FORM
ODLOMAK 2: TENDERSKI OBRAZAC**

Appendix to the Tender / Dodatak ponude

**SECTION 3: TENDER GUARANTEE FORM (N/A)
ODLOMAK 3: OBRAZAC TENDERSKE GARANCIJE (Nije primenljivo)**

**SECTION 4 : QUESTIONNAIRE
ODLOMAK 4: UPITNIK**

Additional notice to tenderers / Dodatno obaveštenje ponuđačima

General information about the tenderer / Opšte informacije o ponuđaču.....Form 4.1

Organisation chart / Organizaciona šema.....Form 4.2

Power of attorney / PunomoćjeForm 4.3

Financial statement / Finsnijska izjavaForm 4.4

Financial identification form / Finansijski identifikacioni obrazac.....Forms 4.5 a) + b)

Technical qualifications / Tehničke kvalifikacije

Overview of the tenderer's personnel / Pregled kadrova ponuđača.....Form 4.6.1.1

Personnel to be employed on the contract /Osoblje koje će biti zaposleno na osnovu ovog ugovoraForm 4.6.1.2

Professional experience of key personnel / Profesionalno iskustvo kadrova

Curriculum vitae / Radne biografijeForm 4.6.1.3

Plant / MehанизacijaForm 4.6.2

Workplan and programme / Radni plan i programForm 4.6.3

Experience as contractor / Iskustvo izvođačaForm 4.6.4

Data on joint ventures / Podaci o zajedničkom ulaganjuForm 4.6.5

Litigation history / Istorija parničenjaForm 4.6.6

Quality assurance system(s) /Sistem osiguranja kvalitetaForm 4.6.7
Accommodation for the supervisor / Smeštaj nadzornog organa.....Form 4.6.8
Further information /Dodatne informacije.....Form 4.6.9

SECTION 5: ADMINISTRATIVE COMPLIANCE GRID AND EVALUATION GRID
TABELA ZA PROCENU ADMINISTRATIVNE PODOBNOSTI
Administrative compliance grid / Tabela za procenu admin. podobnosti
Evaluation grid / Evaluaciona tabela

VOLUME 2 / SVESKA 2

SECTION 1: CONTRACT FORM
ODLOMAK 1: FORMA UGOVORA
SECTION 2: GENERAL CONDITIONS FOR WORKS CONTRACTS
ODLOMAK 2: OPŠTI USLOVI ZA UGOVORE O IZVOĐENJU RADOVA
SECTION 3: SPECIAL CONDITIONS
ODLOMAK 3: POSEBNI USLOVI
SECTION 4: SPECIMEN PERFORMANCE GUARANTEE
ODLOMAK 4: MODEL IZVRŠNE GARANCIJE
SECTION 5: SPECIMEN PREFINANCING PAYMENT GUARANTEE
ODLOMAK 5: MODEL GARANCIJE ZA AVANSNO PLAĆANJE
SECTION 6: SPECIMEN RETENTION GUARANTEE
ODLOMAK 6: MODEL RETENCIONE GARANCIJE

VOLUME 3 / SVESKA 3

TECHNICAL SPECIFICATIONS / TEHNIČKA SPECIFIKACIJA

VOLUME 4 / SVESKA 4

FINANCIAL INTERPRETATIVE NOTE / OBJAŠNJENJE FINANSIJSKE PONUDE
FINANCIAL OFFER UNIT PRICE CONTRACTS / FINANSIJSKA PONUDA PO JEDINICI
MERE

VOLUME 5 / SVESKA 5

DESIGN DOCUMENTS, INCLUDING DRAWINGS / PROJEKTNJA DOKUMENTACIJA,
PRIPADAJUĆI CRTEŽI

For full information about procurement procedures please consult the Practical Guide to contract procedures for EU external actions and its annexes, which can be downloaded from the following web page: http://ec.europa.eu/europeaid/work/procedures/index_en.htm

Za kompletnu informaciju o procedurama nabavke molimo pogledajte Praktični vodič za ugovorne procedure za eksterne akcije Eu, kao i njegove anekse, koje možete preuzeti sa sledeće internet stranice: http://ec.europa.eu/europeaid/work/procedures/index_en.htm

We look forward to receiving your tender. If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Sa zadovoljstvom očekujemo prijem Vaše ponude. Ukoliko odlučite da odustanete od dostavljanja ponude, molimo Vas da nas pismenim putem obavestite o razlozima Vašeg odustajanja.

Yours sincerely / Srdačan pozdrav

**Predsednik gradske opštine Mladenovac
Dejan Čokić**

VOLUME 1 / SVESKA 1

SECTION 1: INSTRUCTIONS TO TENDERERS /
ODLOMAK 1: UPUTSTVO PONUĐAČIMA

**SECTION I INSTRUCTIONS TO TENDERERS /
ODLOMAK 1: UPUTSTVO PONUĐAČIMA**

PUBLICATION REF./ BROJ TENDERA 03.05.404-22/2014

In submitting a tender, the tenderer accepts in full and without restriction the special and general conditions governing the contract as the sole basis of this tendering procedure, whatever its own conditions of sale may be, which it hereby waives. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any reservation in the tender as regards the tender dossier; any reservation may result in the immediate rejection of the tender without further evaluation.

These Instructions set out the rules for the submission, selection and implementation of contracts financed under this call for tenders, in conformity with the provisions of the Practical Guide to contract procedures for EU external actions, which is applicable to the present call (available on the Internet at this address: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

Pri podnošenju tenderske dokumentacije, učesnik tendera u potpunosti i bez ograničenja prihvata sve Uslove ugovora kao osnovu celokupne tenderske procedure, bez obzira na sopstvene uslove prodaje kojih se ovim odriče. Od učesnika tendera se očekuje da pažljivo prouče i pridržavaju se svih instrukcija, formulara, ugovornih pravila i specifikacija sadržanih u ovoj tenderskoj dokumentaciji. Podnošenje tendera koji ne sadrži sve tražene informacije i dokumenta u okviru zadatih vremenskih termina, imaće za posledicu odbijanje samog tendera. Takođe, tender se neće uzimati u obzir u slučaju bilo kakvih uslovljavanja samog tendera; bilo kakvo uslovljavanje rezultiraće momentalnim odbijanjem tendera bez dalje procene.

Ove Instrukcije definišu pravila za predaju, izbor i realizaciju ugovora finansiranih u okviru ovog poziva na tender, u saglasnosti sa uslovima iz Praktičnog vodiča za ugovorne procedure za eksterne akcije EU, koji se primenjuje na ovaj poziv (dostupan na internetu na sledećoj adresi: http://ec.europa.eu/europeaid/work/procedures/index_en.htm).

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GENERAL PART / OSNOVNI DEO

1 GENERAL INSTRUCTIONS / GENERALNA UPUTSTVA

- 1.1. Tenderers must tender for the whole of the works required by the dossier. Tenders will not be accepted for incomplete lots.
Učesnik na tenderu mora dati ponudu za komplet zahtevanih radova po samom tenderu. U suprotnom takvi tenderi neće biti prihvaćeni.
- 1.2 Timetable / Raspored aktivnosti:

	DATE	TIME*
Clarification meeting / Sastanak za dodatna obaveštenja	N/A	N/A
Site visit / Terenska poseta	/	/
Deadline for request for any additional information from the Contracting Authority/ Rok za traženje bilo kakvih dodatnih informacija od Ugovarača	3.11.2014. (21 dana pre isteka roka za podnošenje ponuda)	15:30h
Last date on which additional information are issued by the Contracting Authority/ Poslednji rok do koga Ugovarač daje dodatna obaveštenja	13.11.2014. (11 dana pre roka za predaju ponude)	15:30h
Deadline for submission of tenders / Rok za predaju tendera	24.11.2014.	12:00 h
Tender opening session /Seansa otvaranja tendera	24.11.2014.	12:15 h
Notification of award to the successful tenderer / Obaveštenje o nameri sklapanja ugovora sa uspešnim ponuđačem	25.12.2014.	-
Signature of the contract / Potpisivanje ugovora	3.12.2014. ³	-

* All times are in the time zone of the country of the Contracting Authority/ *Sva data vremena odnose se na vremensku zonu zemlje Ugovarača*

³ Provisional date / Datumi su okvirni

2 FINANCING / FINANSIRANJE

The project is by the European Union, in accordance with the rules of IPA 2011 programme in Serbia.

Projekat finansira Evropska unija i u skladu je sa pravilima programa IPA 2011 u Srbiji.

3 PARTICIPATION / UČEŠĆE

3.1

Participation in tendering is open to all legal persons [participating either individually or in a grouping (consortium) or tenderers] which are established in one of the Member States of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the IPA programme under which the contract is financed. Participation is also open to international organisations. Participation of natural persons is directly governed by the specific instruments applicable to the programme under which the contract is financed.

Učešće na tenderu je otvoreno za sva pravna lica koja učestvuju bilo pojedinačno, bilo grupno (konzorcijum) ili ponuđače iz neke od zemalja članica EU ili država/teritorija regiona koji su pokriveni i/ili autorizovani specifičnim instrumentima primenljivim na IPA program u okviru koga je ugovor finansiran. Učešće je takođe otvoreno i za internacionalne organizacije.

- 3.2 These terms refer to all nationals of the said states and to all legal entities, companies or partnerships constituted under, and governed by, the civil, commercial or public law of such states and having their statutory office, central administration or principal place of business there. A legal entity, company or partnership having only its statutory office there must be engaged in an activity which has an effective and continuous link with the economy of the state concerned. Tenderers must provide evidence of their status.

Ovi uslovi se odnose na sve državljane pomenutih zemalja i sve pravne subjekte, kompanije ili partnerstva koja su osnovana, kao i uređena u skladu sa građanskim, tržišnim ili drugim zakonima tih zemalja, i koja tamo imaju zakonom propisane kancelarije, centralnu administraciju ili sedišta. Pravni subjekti, kompanije ili partnerstva koja tamo imaju samo zakonom propisane kancelarije, moraju sprovoditi aktivnosti koje imaju efektivnu i kontinuiranu vezu sa ekonomijom zemlje o kojoj je reč. Učesnici tendera moraju da podnesu dokaz svog statusa.

- 3.3 The eligibility requirement detailed in subclause 3.1 and 3.2 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers. Every tenderer, member of a joint venture/consortium, every subcontractor providing more than 10% or the works and every supplier providing more than 10% of the works must certify that they meet these conditions and prove their eligibility by a document dated less than 1 year earlier than the deadline for the submission of tenders, drawn up in accordance with their national law or practice or by copies of the original documents defining the constitution and/or legal status and establishing the place of registration and/or statutory seat and, if it is different, the place of central administration. The Contracting Authority may accept other satisfactory evidence that these conditions are met.

Uslovi podobnosti (za učešće u tenderu) dati u paragrafima 3.1 i 3.2 primenjuju se na sve članove zajedničkog ulaganja/konzorcijuma, sve podizvođače i dobavljače ponuđača. Svaki ponuđač, član zajedničkog ulaganja/konzorcijuma, kao i svi podizvođači koji izvode više od 10% radova i svi dobavljači koji obezbeđuju više od 10% radova, moraju potvrditi da ispunjavaju ove uslove i dokazati svoju podobnost za učešće dokumentom ne starijim od godinu dana u odnosu na datum krajnjeg roka za podnošenje ponuda, sačinjen u skladu sa zakonom ili praksom države iz koje dolaze ili kopijama originalnih dokumenata kojim se dokazuje osnivanje i/ili pravni status i potvrđuju mesto registracije i/ili registrovanog sedišta i, ukoliko se razlikuju, mesto centralne administracije. Ugovarač zadržava pravo da prihvati i neki drugi zadovoljavajući dokaz da su ovi uslovi ispunjeni.

- 3.4 Natural persons, companies or undertakings falling into a situation set out in section 2.3.3 of the Practical Guide to contract procedures for EU external actions are excluded from participation in and the award of contracts. Tenderers must provide declarations to the effect that they are not in any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. The declarations must cover all the members of a joint venture/consortium. Tenderers who have been guilty of making false declarations may also incur financial penalties and exclusion in accordance with section 2.3.4 of the Practical Guide.

Fizička lica, kompanije ili drugi oblici organizovanja koji su u situaciji navedenoj u sekciji 2.3.3 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU isključeni su iz učešća u tenderu i mogućnosti dodele ugovora. Učesnici u tenderu moraju obezbediti izjave kojima će potvrditi da nisu ni u jednoj od diskvalifikacionih situacija navedenih u sekciji 2.3.3 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU. Izjave moraju obuhvatati sve članove konzorcijuma. Učesnicima u tenderu za koje se utvrdi da su davali lažne izjave mogu se propisati i finansijski penali i diskvalifikacija u skladu sa članom 2.3.4 Praktičnog vodiča

- 3.5 The exclusion situation referred to in subclause 3.4 applies to all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers.
Diskvalifikacione situacije navedene u članu 3.4 odnose se i na sve članove zajedničkog ulaganja/konzorcijuma, sve podizvođače i dobavljače učesnika u tenderu.
- 3.6 The upper limit authorised for subcontracting is 30% of the value of the tender.¹
Maksimalno dozvoljeni limit za podizvođačke poslove iznosi 30% od ukupne vrednosti ponude.

4 ONLY ONE TENDER PER TENDERER / SAMO JEDNA PONUDA PO UČESNIKU TENDERA

A company may not tender for a given contract both individually and as a member of a joint venture/consortium. Submission or participation by a tenderer in more than one tender for a contract will result in the disqualification of all those tenders for that contract in which the party is involved. The same company may only participate as subcontractor in different tenders if that is justified by the specific nature of the market and cleared by the contracting authority.

Kompanija ne može predati ponudu za ovaj ugovor u isto vreme individualno i kao partner u zajedničkom ulaganju/konzorcijumu. Podnošenje više ponuda ili učešće jednog ponuđača u više od jedne ponude po ovom ugovoru dovešće do diskvalifikacije svih ponuda u kojima je taj ponuđač učestvovao. Ista kompanija može jedino da učestvuje kao podizvođač u različitim ponudama ukoliko je to opravdano specifičnostima tržišta i odobreno od strane Ugovarača.

5 TENDER EXPENSES / TROŠKOVI PONUDE

- 5.1. The tenderer will bear all costs associated with the preparation and submission of the tender. The Contracting Authority will in no case be responsible or liable for such costs, whatever the conduct or outcome of the procedure.
Ponuđačće snositi sve troškove vezane za pripremu i podnošenje ponude. Ugovarač ni u kom slučaju neće biti odgovoran ni zadužen za takve troškove, bez obzira na vođenje i rezultat tenderske procedure.
- 5.2. The Contracting Authority will neither be responsible for, nor cover, any expenses or losses incurred by the tenderer through site visits and inspections or any other aspect of its tender.
Ugovarač neće biti odgovoran niti će pokriti bilo koji trošak ili gubitak Ponuđača nastao tokom terenskog obilaska ili pregleda ili kao bilo koji drugi aspekt njegove ponude.

6 SITE INSPECTION / TERENSKA POSETA

- 6.1. The tenderer is strongly advised to visit and inspect the site of the works and its surroundings for the purpose of assessing, at its own responsibility, expense and risk, factors necessary for the preparation of its tender and the signing of the contract for the works.
Ponuđačima se preporučuje da posete i pregledaju teren na kome će se radovi obavljati i njegovu okolinu u svrhu procene, na svoju sopstvenu odgovornost, troškova i rizika, faktora neophodnih za pripremu ponude i potpisivanje ugovora o izvršenju radova.
- 6.2. A clarification meeting and/or a site visit will not be held by the Contracting Authority].
Sastanak za pružanje dodatnih obaveštenja i terenska poseta neće biti održana.

¹ If the offer includes subcontracting, it is recommended that the contractual arrangements between the tenderer and its subcontractors include mediation, according to national and international practices, as a method of dispute resolution. / Ako ponuda uključuje podugovaranje, preporučuje se da ugovorni aranžmani između ponuđača i njegovih kooperanata uključuju posredovanje, prema domaćim i međunarodnim praksama, kao metod rešavanja sporova.

TENDERS DOCUMENTS / TENDERSKA DOKUMENTACIJA

7 CONTENT OF TENDER DOCUMENTS / SADRŽAJ TENDERSKE DOKUMENTACIJE

The set of tender documents comprises the documents specified in the invitation letter.
Komplet tenderske dokumentacije uključuje dokumente navedene u pozivnom pismu.

Tenderers bear sole liability for examining with appropriate care the tender documents, including those design documents available for inspection and any modification to the tender documents issued during the tendering period, and for obtaining reliable information with respect to any and all conditions and obligations that may in any way affect the amount or nature of the tender or the execution of the works. In the event that the tenderer is successful, no claim for alteration of the tender amount will be entertained on the grounds of errors or omissions in the obligations of the tenderer described above.

Učesnici tendera snose isključivu odgovornost za pažljiv pregled tenderske dokumentacije, uključujući i dostupnu projektnu dokumentaciju, kao i bilo koju modifikaciju tenderske dokumentacije nastalu u toku trajanja tendera, kao i odgovornost za dobijanje pouzdane informacije u vezi svih uslova i obaveza koje mogu na neki način uticati na iznos ili prirodu ponude ili pak na proces izvršenja radova. U slučaju da Ponuđač bude uspešan, nikakav zahtev za promenom tenderskog iznosa nastao usled grešaka i propusta u gore opisanim obavezama Ponuđača neće biti prihvaćen.

8 EXPLANATIONS CONCERNING TENDER DOCUMENTS / OBJAŠNJENJA U VEZI TENDERSKE DOKUMENTACIJE

- 8.1. Tenderers may submit questions in writing up to 21 days before the deadline for submission of tenders, specifying the publication reference and the contract title:
Ponuđači mogu uputiti pitanja u pisanoj formi, najkasnije 21 dan od isteka roka za predaju tendera, navodeći broj tendera i naziv ugovora, na sledeću adresu:

Uprava Gradske opštine Mladenovac (ako treba da se naglasi odeljenje za javne nabavke)

**Ul. Janka Katića 6,
11 400 Mladenovac**

Tel: 011/8241-600

Fax: 011/8230-145

e-mail: kstevanovic@mladenovac.rs

The Contracting Authority has no obligation to provide additional information after this date.

Ugovarač nakon ovog datuma nema obavezu pružanja dodatnih informacija.

The Contracting Authority must reply to all tenderers' questions at least 11 days before the deadline for receipt of tenders.

Ugovarač na sva pitanja *Učesnika u tenderu* mora odgovoriti najkasnije 11 dana pre isteka roka za predaju tendera.

- 8.2. The questions and answers will be published on the website www.mladenovac.rs
Pitanja i odgovori će biti objavljeni na internet stranici Gradske opštine Mladenovac. www.mladenovac.rs

9 MODIFICATIONS TO TENDER DOCUMENTS / IZMENE TENDERSKE DOKUMENTACIJE

- 9.1. The Contracting Authority may amend the tender documents by publishing modifications up to 11 days before the deadline for submission of tenders.
Ugovarač ima pravo da izmeni tendersku dokumentaciju objavom modifikacija najkasnije do 11 dana pre krajnjeg roka za podnošenje tendera.

- 8.3. Each modification published will constitute a part of the tender documents and will be published on the Municipality website www.mladenovac.rs/javne_nabavke
Svaka takva izmena će sačinjavati sastavni deo tenderske dokumentacije i biće objavljena na opštinskoj internet stranici www.mladenovac.rs/javne_nabavke
- 9.2. The Contracting Authority may, as necessary and in accordance with Clause 18, extend the deadline for submission of tenders to give tenderers sufficient time to take modifications into account when preparing their tenders.
Ugovarač može ukoliko je to potrebno i u skladu sa Članom 18, produžiti krajnji rok za podnošenje ponuda kako bi Ponuđačima omogućio dovoljno vremena da prilikom pripremanja njihovih ponuda uzmu u obzir i sve izmene.

TENDERS PREPARATION / PRIPREMA PONUDA

10 LANGUAGE OF TENDERS / JEZIK PONUDA

- 10.1. The tender and all correspondence and documents related to the tender exchanged by the tenderer and the Contracting Authority must be written in the language of the procedure which is English and Serbian. All correspondence relating to payments, including invoices and interim and final payment certificates, must also be sent to the Contracting Authority in English and Serbian.
Ponuda, kao i sva prepiska i dokumenta koja se odnose na ponudu razmenjena između Ponuđača i Ugovarača moraju biti pisani na jeziku ove tenderske procedure, odnosno engleskom i/ili srpskom. Takođe, sva korespondencija u vezi plaćanja, uključujući fakture i privremene i konačne situacije, moraju takođe biti dostavljeni Ugovaraču na engleskom i/ili srpskom.
- 10.2. If the supporting documents are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.
Ako prateća dokumentacija nije pisana na jednom od zvaničnih jezika Evropske unije, prevod na jezik poziva na tender moras biti priložen. Gde je dokumentacija na službenom jeziku evropske unije, preporuka je da se obezbedi prevod na jezik poziva na tender, kako bi se olakšala evaluacija dokumenata.

11 CONTENT AND PRESENTATION OF TENDER / SADRŽINA I IZGLED PONUDE

- 11.1. Tenders must satisfy the following conditions / Ponude moraju zadovoljiti sledeće uslove
- 11.1.1. Tenders must comprise the documents and information in clause 12 below.
Ponude treba da sadrže dokumente i informacije navedene u klauzuli 12 koja sledi.
- 11.1.2. The tender must be signed by a person or persons empowered by the power of attorney submitted in accordance with Form 4.3 of Volume 1, Section 4 of the tender dossier.
Ponuda treba da bude potpisana od strane osobe ili osoba ovlašćenih punomoćjem dostavljenim u skladu sa Obrascem 4.3, Sveska 1, Odlomak 4 tenderske dokumentacije.
- 11.1.3. The relevant pages of the documents specified in clause 12 must be signed as indicated.
Odgovarajuće strane dokumentacije navedene u klauzuli 12 treba da budu potpisane kao što je pokazano.

- 11.1.4. The tenderer must provide all documents required by the provisions of the tender dossier. All such documents, without exception, must comply strictly with these conditions and provisions and contain no alterations made by the tenderer. Tenders which do not comply with the requirements of the tender dossier may be rejected.

Ponudač treba da obezbedi svu zahtevanu dokumentaciju prema odredbama tenderske dokumentacije. Sva takva dokumentacija, bez izuzetka, treba tačno da odgovara postavljenim uslovima i odredbama i ne sme da sadrži nikakve izmene od strane Ponuđača. Ponude koje ne ispunjavaju zahteve tenderske dokumentacije mogu biti odbačene.

- 11.2. The works are not divided into lots / Radovi nisu podeljeni na grupe.

- 11.2.1. If works have not been divided into lots, tenders must be for the whole of the quantities indicated.

Ako radovi nisu podeljeni na grupe, u tenderu mora biti naznačena cena za kompletne radove.

12 INFORMATION/DOCUMENTS TO BE SUPPLIED BY THE TENDERER / INFORMACIJE/DOKUMENTA KOJA TREBA DA BUDU OBEZBEĐENA OD STRANE PONUĐAČA

- 12.1 All tender must comprise the following information and duly completed documents:
Sve ponude treba da sadrže sledeće informacije i propisno popunjena dokumenta:

- 12.1.1 Tender form and appendix, in accordance with the forms provided in Volume 1, section 2;

Tenderski obrazac sa dodacima, u skladu sa obrascima datim u Svesci 1, Odlomak 2;

- 12.1.2 Documentation as required in the questionnaire in Volume 1, Section 4, including all forms attached;

Dokumentaciju zahtevanu u upitniku datom u Svesci 1, Odlomak 4, uključujući i sve priložene obrasce;

- 12.1.3 The forms provided in Volume 4 / Obrasci priloženi u Svesci 4

Volume 4.3.2 – Bill of Quantities; / Sveska 4.3.2. – Predračun radova

- 12.1.3.1 The prices filled in Volume 4 are deemed to have been determined on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders.

Za cene navedene u Svesci 4 se smatra da su bile određene na osnovu uslova koji su važili 30 dana pre poslednjeg dana određenog za dostavljanje ponuda.

- 12.1.5. Copies of the most recent documents showing the organisation chart, legal status and place of registration of the headquarters of the tenderer, a power of attorney empowering the person signing the tender and all related documentation. These documents must correspond to the forms in Volume 1, Section 4 of the tender dossier:

Kopije dokumenta novijeg datuma koji pokazuju organizacionu strukturu, pravni status i mesto registracije sedišta Ponuđača, punomoćje kojim se ovlašćuje osoba koja potpisuje ponudu i svu prateću dokumentaciju. Ova dokumenta treba da odgovaraju obrascima datim u Svesci 1, Odlomak 4 tenderske dokumentacije:

- general information about the tenderer (Form 4.1)
Opšte informacije o Ponuđaču (Obrazac 4.1)
- organisation chart (Form 4.2) / Organizaciona šema (Obrazac 4.2)

- power of attorney (Form 4.3) / Punomoćje (Obrazac 4.3)
- 12.1.6. Evidence showing that the liquid assets and access to credit facilities are adequate for this contract, confirmed by a financial statement for the last 3 years verified by a chartered accountant. This evidence must be provided using Form 4.4, Financial statement, in Volume 1, Section 4 of the tender documents.
Dokaz koji potvrđuje da su likvidna sredstva i pristup kreditnim sredstvima adekvatni za ovaj ugovor, što se potvrđuje finansijskim izveštajima za prethodne 3 godine, overenim od strane ovlašćenog knjigovođe. Ovaj dokaz treba da bude obezbeđen koristeći obrazac 4.5, Finansijskog izveštaja, u Svesci 1, Odlomak 4 tenderske dokumentacije.
- 12.1.7. Financial projections for the two years ahead. This information must follow Form 4.4, Financial statement, provided in accordance with Volume 1, Section 4 of the tender documents.
Finansijske projekcije za naredne dve godine. Ove informacije treba da odgovaraju Obrascu 4.4, Finansijska izjava, pripremljenom u skladu sa Sveskom 1, Odlomak 4 tenderske dokumentacije.
- 12.1.8. Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1). Where the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and its supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime.
Obrazac Finansijske identifikacije (Obrazac 4.5a, Sveska 1) i obrazac za Pravna lica (Obrazac 4.5b, Sveska 1). U slučajevima kada je Ponuđač sa Ugovaračem već potpisao drugi ugovor finansiran od strane EU, umesto ovih obrazaca može dati broj tog ugovora ili kopije odgovarajućih obrazaca priloženih tom prilikom, ukoliko u međuvremenu nije bilo promene podataka.
- 12.1.9. Information about the tenderer's technical qualifications. This information must follow the forms in Volume 1, Section 4 of the tender documents and include:
Informacija o tehničkim kvalifikacijama Ponuđača. Ova informacija mora pratiti obrazac dat u Svesci 1, Odlomak 4 tenderske dokumentacije i uključivati:
- a presentation of the tenderer's organisation, including the total number of staff employed (Form 4.6.1.1),
Predstavljanje organizacione strukture Ponuđača, uključujući ukupan broj zaposlenih (Obrazac 4.6.1.1),
 - a list of the staff proposed for the execution of the contract, with the CVs of key staff (Forms 4.6.1.2 and 4.6.1.3),
Listu zaposlenih koji se predlažu za realizaciju ugovora, sa kratkim biografijama ključnih zaposlenih (obraci 4.6.1.2 i 4.6.1.3),
 - a list of plant for execution of the contract. The descriptions must demonstrate the tenderer's ability to complete the works and should include inter alia:
Listu mehanizacije za izvršenje ugovora. Opisi moraju demonstrirati sposobnost Ponuđača da obavi kompletne radove i između ostalog treba da uključuju:
 - Construction plant / Transportne mašine
 - Vehicles and trucks / Vozila i kamioni
 - Other plant / Druga mehanizacija
- The tenderer must indicate whether such equipment is owned, hired or used by a subcontractor. Manufacturer's documents fully describing the equipment must be submitted with the tender (Form 4.6.2);
Ponuđač mora navesti da li ovu opremu ima u vlasništvu, da li će je uzeti u zakup ili će je obezbediti podizvođač. Dokumentacija proizvođača koja daje pun opis opreme mora biti predata uz tender (obrazac 4.6.2)

- a list of materials and any supplies intended for use in the works, stating their origin; / listu materijala i druge robe koji će se koristiti prilikom radova, navodeći njihovo poreklo
 - a work plan with brief descriptions of major activities (Form 4.6.3), showing the sequence and proposed timetable for the implementation of the tasks. In particular, the proposal shall detail the temporary and permanent works to be constructed. The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to the execution of construction works. The tenderer must also submit a comprehensive method statement, with drawings if necessary, showing the methods by which it proposes to carry out the works. In particular, the tenderer must indicate the numbers, types and capacities of the plant and personnel it proposes to use on the major activities of work;
Plan rada sa kratkim opisima glavnih aktivnosti (obrazac 4.6.3), koji pokazuje sled i predložene vremenske rokove za realizaciju zadataka. Narocito, ovaj predlog mora detaljno precizirati sve privremene i trajne radove koje treba izvesti. Ponudač mora uzeti u obzir preovlađujuće vremenske uslove i zahtev da se pre početka građevinskih radova moraju pripremiti projekti i obezbediti građevinske dozvole. Ponudač mora takođe da podnese iscrpan izveštaj o metodi, zajedno sa crtežima ako je neophodno, opisujući metod kojim on predlaže da izvrši radove. Posebno, Ponudač mora navesti broj, tip i kapacitet mehanizacije i ljudstva koje on predlaže da budu korišćeni na glavnim aktivnostima posla;
 - a critical milestone bar chart showing times and duties allocated for employees for this contract (Form 4.6.3);
Dinamički plan rada (bar chart) koji će prikazati vreme i dužnosti dodeljene zaposlenima na ovom ugovoru (Formular 4.6.3);
 - data concerning subcontractors and the percentage of works to be subcontracted (Form 4.6.3);
Podatke o podizvođačima i procentu radova koji će im biti povereni (obrazac 4.6.3);
 - evidence of relevant experience in execution of works of a similar nature, including the nature and value of the relevant contracts, as well as works in hand and contractually committed (Form 4.6.4). The evidence shall include successful experience as the prime contractor in construction of at least 3 projects of the same nature and complexity comparable to the works concerned by the tender during the last 5 years;
Dokaz o odgovarajućem iskustvu u izvođenju radova slične prirode, uključujući prirodu i vrednost relevantnih ugovora, kako izvršenih, tako i onih čija je realizacija još u toku ili je ugovorena a još nije započeta (obrazac 4.6.4). Ovaj dokaz treba da prikaže uspešno iskustvo u svojstvu glavnog izvođača u izgradnji najmanje 3 projekata iste prirode i kompleksnosti u poređenju sa radovima po ovom tenderu, u poslednjih 5 godina;
- information regarding the proposed main site office (Form 4.6.3);
Informaciju u vezi predložene kancelarije na gradilištu, ako se predviđa (Formular 4.6.3);
- an outline of the quality assurance system(s) to be used (Form 4.6.7).
Opšti pregled sistema kontrole kvaliteta (formular 4.6.7);
 - if applicable, information about tenderers involved in a joint venture/consortium (Form 4.6.5);
U slučaju zajedničkog ulaganja/konzorcijuma, informaciju o učesnicima tendera koji čine njegov sastavni deo (Formular 4.6.5);
 - details of their litigation history over the last 5 years (Form 4.6.6);
Detalje u vezi sa parničnom istorijom Ponudača u poslednjih 5 godina (Formular 4.6.6);
 - details of the accommodation and facilities to be provided for the Supervisor (Form 4.6.8);

Detalje o smeštaju i objektima koji će biti obezbeđeni za Nadzorni organ (obrazac 4.6.8)

- any other information (Form 4.6.9) / Bilo kakve dodatne informacije (4.6.9).

12.1.10. Proof documents, declarations and undertakings according to clauses 3.1-3.6 above. These documents should cover all members of a joint venture/consortium, all subcontractors and all suppliers to tenderers as specified.

Dokazna dokumentacija, izjave i ostali dokumenti u skladu sa klauzulama 3.1. do 3.6 iz prethodnog teksta. Ovi dokumenti treba da se odnose na sve navedene članove zajedničkog ulaganja/konzorcijuma, sve podizvođače i sve dobavljače Ponuđača.

12.1.11 Unless otherwise provided in the contract, all goods purchased under the contract must originate in a Member State of the European Union or in a country or territory of the regions covered and/or authorised by the specific instruments applicable to the programme specified in clause 3.1 above. For these purposes, "origin" means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

Ukoliko ugovorom nije drugačije predviđeno, sva roba kupljena u okviru ugovora mora voditi poreklo iz zemalja članica EU ili zemlje ili regiona obuhvaćenog i/ili autorizovanog specifičnim instrumentima koji se primenjuju na program specificiran u gorenavedenoj klauzuli 3.1. U ovom slučaju, "poreklom" se smatra mesto gde je roba iskopana, izrasla, napravljena ili proizvedena i/ili od čijih usluga obezbeđena. Poreklo robe mora biti određeno u skladu sa EU carinskim kodom ili relevantnim međunarodno primenljivim sporazumom.

Tenderers must provide an undertaking signed by their representative certifying their compliance with this requirement. For more details see point 2.3.1 PRAG. Ponuđači treba da dostave izjavu potpisanu od strane njihovih predstavnika kokom potvrđuju njihovu usaglašenost sa ovim zahtevom. Za više detalja pogledajte član 2.3.1. PRAG-a.

12.1.12 Modifications (if any) / Izmene (ukoliko ih ima);

12.1.13 Tender guarantee is not required / Tenderska garancija nije zahtevana

12.2 In order to be considered eligible for the award of the contract, tenderers must provide evidence that they meet the selection criteria. This evidence must be provided by tenderers in the form of the information and documents described in Subclause 12.1 above and in whatever additional form tenderers may wish to utilise.

Da bi se mogli smatrati podobnim za dodelu ugovora, ponuđači moraju dokazati da ispunjavaju kriterijume selekcije. Ove dokaze Ponuđači treba da pruže u formi informacija i dokumenata opisanih u gorenavedenoj podklauzuli 12.1 i u bilo kojoj dodatnoj formi koju ponuđač želi da upotrebi.

In the case of a tender submitted by a consortium, unless specified, these selection criteria will be applied to the consortium as a whole:

U slučaju da ponudu podnosi konzorcijum, ukoliko drugačije nije navedeno, ovi kriterijumi selekcije će se primenjivati na konzorcijum kao celinu.

The selection criteria for each tenderer are as follows / Kriterijumi selekcije za sve Ponuđače su sledeći

The selection criteria should be clear and non-discriminatory and may not go beyond the scope of the contract. The reference period may not go beyond the past 3 years for economic and financial capacity as well as professional capacity and not beyond 5 years for technical capacity. Consideration has to be made regarding which proof

documents should be requested for the relevant selection criteria. See point 2.4.11 of the Practical Guide to contract procedures for EU external actions.

Kriterijumi za izbor treba da budu jasni i nediskriminatorni i ne mogu da idu izvan okvira ugovora. Referentni period može ići dalje od protekle 3 godine za ekonomske i finansijske kapacitete, kao i stručne sposobnosti ali ne izvan 5 godina za tehničke kapacitete. Pogledati tačku praktičnog vodiča za ugovorne procedure za spoljne EU aktivnosti.

Economic and financial capacity of candidate/ Ekonomski i finansijski kapaciteti kandidata:

- the average annual turnover of the tenderer in the past 3 years must be at least **100.000EUR**
Prosečni godišnji promet učesnika u tenderu u protekle 3 godine mora biti najmanje 100.000 EUR
- if it is the sole tenderer it must have access to sufficient credit and other financial facilities to cover the required cash-flow for the duration of the contract. In any case, the amount of credit available must exceed the equivalent of **50.000EUR**
Ukoliko se radi o samostalnom Ponuđaču, on mora imati pristup dovoljnim kreditnim i drugim finansijskim sredstvima da pokrije potrebni tok gotovine tokom trajanja ugovora. U svakom slučaju, vrednost dostupnog kredita mora preći vrednost ekvivalentnu 50.000 EUR

Technical and professional capacity of candidate / Tehnički i profesionalni kapaciteti kandidata:

- it must have completed at least 3 projects of the same nature/amount/complexity comparable to the works concerned by the tender which were implemented during the following period: 5 years from the submission deadline. The Contracting Authority reserves the right to ask for copies of the respective certificates of final acceptance signed by the supervisors/contracting authority of the projects concerned.
Mora imati realizovano bar 3 projekata iste prirode/vrednosti/kompleksnosti, uporedivih sa radovima predviđenim ovim tenderom, u poslednje 5 godina. Ugovarač zadržava pravo da traži kopije odgovarajućih dokumenata o tehničkom prijemu, potpisanih od strane Nadzornog organa/ugovarača projekta u pitanju.

(This means that the project the tenderer refers to could have been started/implemented/completed at any time during the indicated period but it does not necessarily have to be started and completed during that period, nor implemented during the entire period.)

(Ovo znači da projekat koji ponuđač navodi može biti započet/implementiran/završen u bilo koje vreme tokom naznačenog perioda ali ne mora obavezno da je počeo i završio se tokom tog perioda, niti da je trajao tokom celog perioda)

- it must carry out at least 70% of the contract works by own resources, which means that it must have the equipment, materials, human and financial resources necessary to enable it to carry out that percentage of the contract.
mora svojim sopstvenim resursima izvesti najmanje 70% radova po ugovoru, što znači da mora posedovati opremu, materijal, ljudske i finansijske resurse neophodne za izvođenje ovog procenta ugovora.
- if it is the lead member of a joint venture/consortium, it must have the ability to carry out at least 50% of the contract works by its own means.
ukoliko se radi o vodećem članu zajedničkog ulaganja/konzorcijuma, on mora imati mogućnost da samostalno izvede najmanje 50% ugovornih radova.
- if it is a partner of a joint venture/consortium (i.e. not the lead member) it must have the ability to carry out at least 10% of the contract works by its own means.
ukoliko se radi o partneru u zajedničkom ulaganju/konzorcijumu (što znači o drugim

članovima osim vodećeg partnera), on mora imati mogućnosti da izvede najmanje 10% ugovornih radova samostalno.

- all its key personnel must have at least 5 years' appropriate experience and proven qualifications relevant to works of a similar nature to this project.
sav vodeći personal mora imati najmanje 5 godina odgovarajućeg iskustva i dokazane kvalifikacije relevantne za radove slične prirode onim iz ovog projekta.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. Some examples of when it may *not* be considered appropriate by the Contracting Authority are when the tender rely in majority on the capacities of other entities or when they rely on key criteria. If the tender rely on other entities it must prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator. Furthermore, the data for this third entity for the relevant selection criterion should be included in the tender in a separate document. Proof of the capacity will also have to be furnished when requested by the Contracting Authority.

12.3 Tenders submitted by companies in partnerships forming a joint venture/consortium must also fulfil the following requirements:

Ponude podnete od strane kompanija u partnerskom odnosu koje formiraju zajedničko ulaganje/konzorcijum moraju ispuniti i sledeće zahteve:

- The tender must include all the information required by Subclause 12.1 above for each member of the joint venture/consortium and the summary data for execution of works by the tenderer.
Ponuda mora uključiti sve podatke tražene gore navedene u tački 12.1 za svakog člana zajedničkog ulaganja/konzorcijuma i zbirne podatke u vezi realizacije radova od strane učesnika tendera.
- The tender must be signed in a way that legally binds all members. One member must be appointed lead member and that appointment confirmed by submission of powers of attorney signed by legally empowered signatories representing all the individual members. See Form 4.6.5 in Volume 1 and the tender form.
Ponuda mora biti potpisana na način koji pravno obavezuje sve članove. Jedan član mora biti proglašen vodećim, što mora biti potvrđeno podnošenjem punomoćja potpisanih od strane pravno ovlašćenih potpisnika koji predstavljaju sve pojedinačne članove. Videti obrazac 4.6.5. u Svesci 1 i tenderski formular.
- All members of the joint venture/consortium are bound to remain in the joint venture/consortium for the whole execution period of the contract. See the declaration in the tender form.
Svi članovi zajedničkog ulaganja/konzorcijuma su obavezni da ostanu u zajedničkom ulaganju/konzorcijumu tokom čitavog trajanja realizacije ugovora. Videti izjavu u tenderskom obrascu.

13 TENDER PRICES / PONUĐENE CENE

13.1. The currency of the tender is the RSD / Valuta ponude je RSD².

13.2. The tenderer must provide a Bill of Quantities in euro. The tender price must cover the whole of the works as described in the tender documents. All sums the Bill of Quantities, the questionnaire and other documents must also be expressed in this currency, with the exception of originals of bank and annual financial statements.

Ponudač mora dati predračun/paušalni presek ukupne cene u evrima. Ponuđena cena mora obuhvatati kompletne radove opisane u tenderskoj dokumentaciji. Svi iznosi u predračunu/paušalnom preseku ukupne cene, kao i upitniku i ostalim dokumentima takođe moraju biti dati u ovoj valuti, sa izuzetkom originalnih izvoda iz banke i godišnjih finansijskih izveštaja.

- 13.3. Tenderers must quote all components of the Bill of Quantities and Price Schedule. No payment will be made for items which have not been costed; such items will be deemed to be covered by other items on the Bill of Quantities and Price Schedule. The prices do not include the taxes and fiscal duties, whose exoneration is explicitly given for the contract. The non-exonerated taxes and fiscal duties are, apart from those which are stated separately in these financial offer Templates, covered in the prices of the Bill of Quantities, Price Schedule.

Učesnici u tender moraju navesti sve komponente ukupne cene. Plaćanje neće biti izvršena za stavke koje nisu navedene u predmetu i predračunu.

- 13.4. If a discount is offered by the tenderer, it must be clearly specified in the Bill of Quantities of the Lump-sum Price in Volume 4 and indicated in the tender form in Volume 1, Section 1.2. The discount must be quoted for the whole of the works.

Ukoliko je Ponuđač ponudio popust, on mora biti jasno naveden u predračunu/preseku ukupne cene u Svesci 4 i naznačen u tenderskom formularu u Svesci 1, Odlomak 1.2. Popust mora biti dat za kompletne radove.

- 13.5. If the tenderer offers a discount, the discount must be included on each interim payment certificate and calculated on the same basis as in the tender.

Ukoliko je ponuđač ponudi popust, popust mora biti naznačen na svakoj privremenoj situaciji i računat na isti način kao i u ponudi.

14 PERIOD OF VALIDITY OF TENDERS / PERIOD VAŽENJA PONUDE

- 14.1. Tenders must remain valid for a period of 90 days after the deadline for submission of tenders indicated in the procurement notice, the invitation to tender or as modified in accordance with Clauses 9 and/or 18.

Svi tenderi moraju imati važnost od 90 dana nakon datuma preciziranog kao rok za podnošenje tendera navedenog u Obaveštenju o Javnoj nabavci, pozivu na tender ili prema modifikaciji u smislu Tačke 9 i/ili 18.

- 14.2. In exceptional circumstances the Contracting Authority may, before the period of validity expires, request that tenderers extend the validity of tenders for a specific period, which may not exceed 40 days. Such requests and the responses to them must be made in writing. A tenderer may refuse to comply with such a request without forfeiting its tender guarantee. If the tenderer decides to accede to such a request, it may not modify its tender and it is bound to extend the validity of its tender guarantee for the revised period of validity of the tender.

U izuzetnim okolnostima Ugovarač može, pre isteka perioda važenja, zahtevati od Ponuđača da produži vreme važnosti tendera za određeni period vremena, koji ne može preći dodatnih 40 dana. Takav zahtev i odgovor na takav zahtev moraju biti dati u pisanoj formi. Ponuđač može da odbije da se povinuje ovakvom zahtevu bez gubitka svoje tenderske garancije. Ukoliko se Ponuđač odluči da prihvati ovakav zahtev, ne sme da modifikuje svoju ponudu. On je, međutim, obavezan da produži validnost svoje tenderske garancije za promenjeni period validnosti ponude.

- 14.3. The successful tenderer must maintain its tender for a further 60 days. The further period is added to the validity period irrespective of the date of notification.

Ponuđač kome ponuda bude prihvaćena mora produžiti važenje svoje ponude za još narednih 60 dana. Ovaj dopunski period se dodaje periodu važenja bez obzira na datum obaveštenja.

15 TENDER GUARANTEE / TENDERSKA GARANCIJA

- 15.1. N/A

Nije zahtevana

16 VARIANT SOLUTIONS / ALTERNATIVNA REŠENJA

Variant solutions will not be taken into consideration / Alternativna rešenja neće biti razmatrana.

SUBMISSION OF TENDERS / DOSTAVLJANJE PONUDA

17 SEALING, MARKING AND SUBMISSION OF TENDERS PAKOVANJE, OZNAČAVANJE I DOSTAVLJANJE PONUDA

- 17.1. The complete tender must be submitted in one original, clearly marked "original"
Kompletna ponuda treba da bude podneta u jednom original, jasno obeležen kao "original"
- 17.2. The technical and financial offers must be placed together in a sealed envelope. The envelopes should then be placed in another sealed envelope/package, unless their volume requires a separate submission for each lot.
Tehnička i finansijska ponuda treba da bude zajedno stavljena u zatvorenu kovertu. Ovu kovertu, zajedno sa ostatkom tenderske dokumentacije staviti u još jednu zatvorenu kovertu/paket, ukoliko broj svesaka ne zahteva odvojenu predaju po lotovima.
- 17.3. All tenders must be received by the Contracting Authority before the deadline specified in point 19 or the Procurement Notice, by registered letter with acknowledgement of receipt or hand-delivered against receipt signed by 24.11.2014. or its representative.
Sve ponude moraju biti dostavljene Ugovaraču pre roka za podnošenje ponuda naznačenog u tački 19. oobaveštenja ponuđačima, putem preporučene pošte sa potvrdom prijema ili lične isporuke uz potvrdu prijema potpisanu od strane predstavnika Ugovarača ili njegovog predstavnika do 24.11.2014.

The tender shall be sent to the following address / Ponude treba da budu poslate na sledeću adresu

Uprava Gradske opštine Mladenovac (ako treba da se naglasi odeljenje za javne nabavke)

**Ul. Janka Katića 6,
11 400 Mladenovac,
Tel: 011/8241-600,
Fax: 011/8230-145,**

If the tenders are hand delivered they should be delivered to the following address:
Ukoliko se ponuda lično dostavlja, treba biti dostavljena na sledeću adresu:

Uprava Gradske opštine Mladenovac (ako treba da se naglasi odeljenje za javne nabavke)

**Ul. Janka Katića 6,
11 400 Mladenovac,
Tel: 011/8241-600,
Fax: 011/8230-145,**

- 17.4. Tenders, including annexes and all supporting documents, must be submitted in a sealed envelope bearing only:
Ponude, uključujući anekse i svu prateću dokumentaciju, treba da budu dostavljene u zatvorenoj koverti na kojoj će biti naznačeno samo sledeće:
- (a) the above address / gore pomenuta adresa
 - (b) the reference code of this tender procedure / referentni broj ove tenderske procedure
 - (c) where applicable, the number of the lot(s) tendered for / ukoliko je primenljivo, broj particije/particija za koje se podnosi ponuda
 - (d) the words "**Not to be opened before the tender opening session**" in the language of the tender dossier/ reči "**Ne sme se otvarati pre sesije otvaranja**"
 - (e) the name of the tenderer / ime učesnika tendera

18 EXTENSION OF THE DEADLINE FOR SUBMISSION OF TENDERS **PRODUŽENJE ROKA ZA PREDAJU PONUDA**

The Contracting Authority may, on its own discretion, extend the deadline for submission of tenders by issuing a modification in accordance with Clause 9. In such cases, all rights and obligations of the Contracting Authority and the tenderer regarding the original date specified in the procurement notice will be subject to the new date.

Ugovarač može, po svom diskrecionom pravu, produžiti rok za podnošenje ponuda objavljivanjem modifikacija u skladu sa Članom 9. U tom slučaju, sva prava i obaveze Ugovarača i Ponuđača u vezi originalnog datuma preciziranog u Oglasu o nabavci, prenose se do novog datuma.

19 LATE TENDERS / ZAKASNELE PONUDE

19.1. All tenders received after the deadline for submission specified in the procurement notice or these instructions will be kept by the Contracting Authority. The associated guarantees will be returned to the tenderers.

Svi tenderi primljeni nakon isteka roka za podnošenje tenderske dokumentacije a koji je preciziran u ovim instrukcijama biće zadržani od strane Ugovarača. Pripadajuće garancije uz ove tendere će biti vraćene Ponuđačima.

19.2. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

Nikakva prepreka za kasnu isporuku tendera ne može biti prihvaćena. Zakasneli tenderi će biti odbačeni i neće biti procenjivani.

20 ALTERATION AND WITHDRAWAL OF TENDERS / IZMENE ILI POVLAČENJE PONUDA

20.1. Tenderers may alter or withdraw their tenders by written notification prior to the above deadline. No tender may be altered after the deadline for submission. Withdrawals must be unconditional and will end all participation in the tender procedure.

Učesnici tendera mogu izmeniti ili povući svoje ponude pisanim obaveštenjem do gorenavedenog roka. Ponude ne mogu biti menjane posle roka za predaju ponuda. Povlačenje mora biti bezuslovno i okončaće učešće u tenderskoj proceduri.

20.2. Any such notification of alteration or withdrawal must be prepared and submitted in accordance with Clause 17, and the envelope must also be marked with "alteration" or "withdrawal" as appropriate.

Svako ovakvo obaveštenje o izmeni ili povlačenju ponude mora biti pripremljeno i podneto u skladu sa članom 17, a koverta obeležena rečima "IZMENA" ili "POVLAČENJE TENDERA".

20.3. The withdrawal of a tender in the period between the deadline for submission and the date of expiry of the validity of the tender will result in forfeiture of the tender guarantee.

Povlačenje ponude u periodu između krajnjeg roka za podnošenje ponuda i datuma isteka roka važnosti ponude će rezultirati potpunim gubitkom Tenderske garancije.

OPENING AND EVALUATION OF TENDERS / OTVARANJE I EVALUACIJA PONUDA

21 OPENING OF TENDERS / OTVARANJE TENDERA

21.1 The opening and examination of tenders is for the purpose of checking whether the tenders are complete, whether the requisite tender guarantees have been furnished, whether the required documents have been properly included and whether the tenders are generally in order.

Otvaranje i pregled ponuda radi se u svrhu provere da li su ponude kompletne, da li je priložena odgovarajuća tenderske garancija kao i drugi zahtevani dokumenti i da li su ponude generalno u redu.

- 21.2 Tenders will be opened in public session on date and venue specified in point 20 of the Procurement Notice by the committee appointed for the purpose. The committee will draw up minutes of the meeting, which shall be available to tenderers on request.
Tenderi će biti otvoreni na sednici javnog otvaranja koja će se održati kao što je navedeno u tački 20 Obaveštenja o nabavkama od strane Evaluacione komisije ustanovljene za ovu namenu. Komisija će voditi zapisnik ovog zasedanja koji će biti na raspolaganju Ponuđačima na njihov zahtev.
- 21.3 At the tender opening, the tenderers' names, the tender prices, any discounts offered, written notifications of alteration and withdrawal, the presence of the tender guarantee (if required) and such other information the Contracting Authority may consider appropriate may be announced.
Na otvaranju tendera, imena Ponuđača, visine njihove ponude, eventualno ponuđeni popusti, pisana obaveštenja u slučaju izmena i povlačenja ponude, postojanje tenderske garancije (ukoliko je zahtevana) i bilo koja druga informacija za koju Ugovarač smatra da je potrebno, biće javno objavljeni.
- 21.4 After the public opening of the tenders, no information relating to the examination, clarification, evaluation or comparison of tenders or recommendations concerning the award of contract can be disclosed until after the contract has been awarded.
Nakon javnog otvaranja tendera, nikakve dalje informacije u vezi provere, razjašnjenja, evaluacije ili poređenja ponuda, kao ni preporuke u vezi dodele ugovora ne mogu biti otkrivene dok ugovor ne bude dodeljen.

Any attempt by a tenderer to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence the Contracting Authority in its decision concerning the award of the contract will result in the immediate rejection of its tender.

Bilo kakav pokušaj od strane Ponuđača da utiče na Evaluacionu komisiju tokom procesa provere, razjašnjenja, evaluacije i poređenja ponuda, da dobije informacije o toku razvoja procedure ili da utiče na Ugovarača u procesu odlučivanja o dodeli ugovora dovešće do momentalnog odbacivanja njihovih ponuda.

22 EVALUATION OF TENDERS / EVALUACIJA PONUDA

The Contracting Authority reserves the right to ask a tenderer to clarify any part of this offer that the evaluation committee may consider necessary for the evaluation of the offer. Such requests and the responses to them must be made in writing. They may in no circumstances alter or try to change the price or content of the tender, except to correct arithmetical errors discovered by the evaluation committee when analysing tenders.

Ugovarač zadržava pravo da od Ponuđača zatraži razjašnjenje bilo kog dela njegove ponude, koje Evaluaciona komisija bude smatrala neophodnim za evaluaciju ponude. Ovakvi zahtevi i odgovori na njih moraju biti u pisanoj formi. Oni ni u kom slučaju ne mogu izmeniti niti pokušati da promene cenu ili sadržaj ponude, izuzev u svrhu ispravke aritmetičkih grešaka otkrivenih od strane evaluacione komisije tokom analize ponude.

The Contracting Authority reserves the right to check information submitted by the tenderer if the evaluation committee considers it necessary.

Ugovarač zadržava pravo da proveri informacije date od strane Ponuđača ukoliko to evaluaciona komisija smatra neophodnim.

22.1. Examination of the administrative conformity of tenders / Provera administrativne ispravnosti tendera

The aim at this stage is to check that tenders comply with the requirements of the tender dossier. A tender is deemed to comply if it satisfies all the conditions, procedures and specifications in the tender dossier without substantially departing from or attaching restrictions to them.

Cilj ove faze je provera saglasnosti ponuda sa zahtevima iz tenderske dokumentacije. Smatra se da je ponuda u saglasnosti ukoliko je zadovoljila sve uslove, procedure i

specifikacije navedene u tenderskoj dokumentaciji, bez značajnih odstupanja ili postavljanja ograničenja s tim u vezi.

Substantial departures or restrictions are those which affect the scope, quality or execution of the contract, differ widely from the terms of the tender dossier, limit the rights of the Contracting Authority or the tenderer's obligations under the contract or distort competition for tenderers whose tenders do comply. Decisions to the effect that a tender is not administratively compliant must be duly justified in the evaluation minutes.

Značajna odstupanja ili ograničenja su ona koja utiču na obim, kvalitet ili realizaciju ugovora, značajno odstupaju od uslova iz tenderske dokumentacije, ograničavaju prava Ugovarača ili obaveze Ponuđača pod ugovorom, kao i da ugrožavaju ravnopravno nadmetanje za Ponuđače čije ponude jesu u saglasnosti. Odluke kojima se utvrđuje administrativna nesaglasnost ponuda moraju biti na odgovarajući način opravdane u zapisniku evaluacione procedure.

The evaluation committee will check that each tender / Evaluaciona komisija će proveriti da li je svaka ponuda:

- has been properly signed / na odgovarajući način potpisana;
- includes a correct tender guarantee (if required) / da li sadrži ispravnu tendersku garanciju (ukoliko je tražena);
- all the elements in the administrative compliance grid are acceptable / da li su svi elementi iz tabele administrativne saglasnosti prihvatljivi;
- has complete documentation and information / poseduje kompletnu dokumentaciju i informacije;
- substantially complies with the requirements of these tender documents/ suštinski u saglasnosti sa zahtevima iz ove tenderske dokumentacije.

If a tender does not comply with the requirements of the administrative compliance grid, it may be rejected by the evaluation committee when checking admissibility.

Ukoliko ponuda nije u skladu sa zahtevima tabele za administrativnu saglasnost, može biti odbačena od strane evaluacione komisije prilikom provere prihvatljivosti.

22.2 Technical evaluation / Tehnička evaluacija

The evaluation committee must evaluate only those tenders considered substantially compliant in accordance with Clause 22.1.

Evaluaciona komisija treba da procenjuje samo one ponude za koje je utvrđeno da su suštinski saglasne u skladu sa članom 22.1.

The purpose of the evaluation process is to identify the tenderer which for the lowest cost is most likely to enable the Contracting Authority to achieve its objectives of having a facility that is completed on time, meets the published criteria and is within the budget available. The evaluation of tenders may take into account not only the construction costs but, if necessary, the operating costs and resources required (ease of operation and maintenance), in line with the technical specifications. The Contracting Authority will examine in detail all the information supplied by the tenderers and will formulate its judgement on the basis of the lowest total cost, including additional costs.

Svrha procesa evaluacije je da identifikuje Ponuđača koji će sa najnižom cenom najverovatnije omogućiti Ugovaraču da postigne svoj cilj da dobije objekte koji će biti završeni na vreme, koji zadovoljavaju postavljene kriterijumima, a u okviru su dostupnog budžeta. Evaluacija tendera može uzeti u obzir ne samo troškove izgradnje, već, ukoliko je to potrebno, operativne troškove i potrebne resurse (jednostavnost korišćenja i održavanja), u skladu sa tehničkim specifikacijama. Ugovaračće detaljno ispitati sve informacije dostavljene od strane Ponuđača i doneće svoju odluku na bazi najniže ukupne cene, uključujući i dodatne troškove.

At this step of the evaluation procedure the committee will analyse the tenders technical conformity in relation to the technical specifications, classifying them technically compliant or non-compliant.

U ovoj fazi evaluacione procedure komisija će analizirati tehničku saglasnost tendera u odnosu na tehničke specifikacije, razvrstavajući ih na tehnički saglasne i nesaglasne.

22.3 Financial evaluation / Finansijska procena

Once the technical evaluation has been completed the evaluation committee checks that the financial offers contain no arithmetical errors. If the tender procedure contains several lots, financial offers are compared for each lot. The financial evaluation will have to identify the best financial offer for each lot, taking due account of any discounts offered.

Kada je tehnička evaluacija završena, Evaluaciona komisija proverava da li finansijske ponude sadrže aritmetičke greške. Ukoliko tenderska procedura obuhvata nekoliko partija, finansijske ponude se upoređuju za svaku partiju. Finansijska evaluacija će identifikovati najbolju finansijsku ponudu za svaku partiju, uzimajući u obzir sve ponuđene popuste.

When analysing the tender, the evaluation committee will determine the final tender price after adjusting it on the basis of Clause 23.

Prilikom analize ponude, Evaluaciona komisija će utvrditi finalnu cenu ponude, nakon korekcije u smislu člana 23.

23 CORRECTION OF ERRORS / KOREKCIJA GREŠAKA

23.1. Possible errors in the financial offer will be corrected by the evaluation committee as follows

Moguće greške u finansijskoj ponudi će biti ispravljene od strane evaluacione komisije na sledeći način:

- where there is a discrepancy between amounts in figures and in words, the amount in words will prevail;
kada postoji razlika između iznosa navedenog u ciframa i u rečima, iznos naveden rečima će se smatrati važećim;
- except for lump-sum contracts, where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will prevail.
osim kod paušalnih ugovora, kada postoji razlika između jedinične cene i ukupnog iznosa dobijenog množenjem jedinične cene sa količinom, navedena jedinična cena će biti prevladajuća.

23.2. The amount stated in the tender will be adjusted by the evaluation committee in the event of error, and the tenderer will be bound by that adjusted amount. If the tenderer does not accept the adjustment, its tender will be rejected and its tender guarantee forfeited.

Vrednost navedena u ponudi će biti ispravljena od strane evaluacione komisije u slučaju greške, i ispravljena vrednost će biti obavezujuća za Ponuđača. U slučaju da Ponuđač ne prihvati ispravku, njegova ponuda će biti odbačena, pri čemu će izgubiti i datu tendersku garanciju.

CONTRACT AWARD / DODELA UGOVORA

24 AWARD CRITERIA / KRITERIJUMI ZA DODELU

The sole award criterion will be the price. The contract will be awarded to the lowest compliant tender.

Jedini kriterijum za dodelu ugovora će biti cena. Ugovor će biti dodeljen ponuđaču čija ponuda bude usaglašena sa postavljenim zahtevima i pri tom ima najnižu cenu.

25 NOTIFICATION OF AWARD, CONTRACT CLARIFICATIONS OBAVEŠTENJE O DODELI, UGOVORNA RAZJAŠNJENJA

Prior to the expiration of the period of validity of tenders, the Contracting Authority will notify the successful tenderer, in writing, that its tender has been selected and draw its attention to any arithmetical errors corrected during the evaluation process. This notification may take the form of an invitation to clarify certain contractual questions raised therein, to which the tenderer must prepare himself to reply. This clarification will be confined to issues that had no direct bearing on the choice of the successful tender. The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract.

Pre isteka perioda važnosti ponuda, Ugovaračće obavestiti uspešnog Ponuđača, u pisanoj formi, da je njegova/njena ponuda izabrana i predočiti mu eventualne aritmetičke greške ispravljene tokom procesa evaluacije. Ovo obaveštenje može biti u obliku poziva za razjašnjenje određenih ugovornih pitanja koja su se nametnula, a za koje Ponuđač treba da pripremi odgovore. Ovo razjašnjenje će biti ograničeno na pitanja koja nemaju direktnog uticaja na izbor uspešne ponude. Rezultat ovakvog razjašnjenja biće dat u Memorandumu o razjašnjenju, koji će potpisati obe strane i predstavljace sastavni deo ugovora.

Documentary evidence required from the successful tenderer /Traže se potrebni dokazi za uspešnog ponuđača:

Before the Contracting Authority signs the contract with the successful tenderer, the successful tenderer must provide the **documentary proof** or statements required under the law of the country in which the company (or each of the companies in case of a consortium) is established, to show that it does not fall into any of the exclusion situations listed in section 2.3.3 of the Practical Guide to contract procedures for EU external actions. This evidence or these documents or statements must carry a date, which cannot be more than 1 year before the date of submission of the tender. In addition, a statement shall be furnished stating that the situations described in these documents have not changed since then. The above mentioned documents must be submitted for the tenderer, every member of a joint venture/consortium, all subcontractors providing more than 10% of the works and every supplier providing more than 10% of the works. For any other sub-contractor or supplier the successful tenderer must submit a declaration from the intended subcontractor or supplier that it is not in one of the exclusion situations. In case of doubt on this declaration of honour, the Contracting Authority shall request documentary evidence that they are not in a situation of exclusion.

Pre nego što Ugovarač potpiše ugovor sa uspešnim ponuđačem, uspešni ponuđač mora da dostavi dokaznu dokumentaciju ili izjave u skladu sa zakonom zemlje u kojoj je osnovano preduzeće (ili svako od preduzeća u slučaju konzorcijuma), da pokaže da ne spada ni u jednu od situacija navedenih u odeljku isključenja 2.3.3 Praktičnog vodiča za procedure ugovora za spoljne aktivnosti Evropske unije. Ovaj dokaz ili dokumenti/izjave moraju nositi datum koji ne može biti više od 1 godine pre datuma podnošenja tendera. Pored toga, izjava će biti takva da navodi da se opisane situacije u dokumentima nisu promenile tada. Navedeni dokumenti moraju biti podneti za ponuđača, svakog člana zajedničkog konzorcijuma, svim kooperantima koji pružaju više od 10% radova i svakog dobavljača koji pruža više od 10% radova. Za bilo kog drugog podizvođača ili dobavljača uspešni ponuđač mora da podnese izjavu od nameravanog podizvođača ili dobavljača da nije ni u jednoj od isključujućih situacija. U slučaju sumnje u ove izjave, Ugovarač će obavezno zahtevati dokaz da nisu u situaciji koja isključuje.

If the successful tenderer fails to provide this documentary proof or statement within 15 calendar days following the notification of award or if the successful tenderer is found to have provided false information, the award will be considered null and void. In such a case, the Contracting Authority may award the tender to the next lowest tenderer or cancel the tender procedure.

Ukoliko najuspešniji ponuđač ne uspe da obezbedi dokazne dokumente ili izjave u roku od 15 kalendarskih dana od dana obaveštenja o dodeli ugovora ili ukoliko se utvrdi da je ponuđač dao lažne podatke, će se smatrati ništavnim. U tom slučaju, Ugovarač može dodeliti tender za sledeću najnižu ponudu ili poništi postupak tendera.

After the contract has been signed and the performance guarantee has been provided by the successful tenderer, in accordance with Clause 26, the Contracting Authority will promptly notify the other tenderers that their tenders have not been successful and release their tender guarantees.

Nakon što je ugovor potpisan i izvršna garancija obezbeđena od strane uspešnog ponuđača, u skladu sa tačkom 26., Ugovarač će odmah obavestiti ostale ponuđače da njihove ponude nisu bile uspešne i oslobodi njihove tenderske garancije.

26 CONTRACT SIGNING AND PERFORMANCE GUARANTEE / POTPISIVANJE UGOVORA I IZVRŠNA GARANCIJA

26.1. Within 30 days of receipt of the contract already signed by the Contracting Authority, the selected tenderer must sign and date the contract and return it, with the performance guarantee (if applicable) to the Contracting Authority. On signing the contract, the successful tenderer will become the Contractor and the contract will enter into force.

U okviru 30 dana od dana kada je primio ugovor već potpisan od strane Ugovarača, izabrani Ponuđač mora da potpiše ugovor, da ga datira i pošalje nazad Ugovaraču zajedno sa Izvršnom garancijom. Potpisivanjem ugovora, uspešni Ponuđač postaje Izvođač, a sam ugovor stupa na snagu

26.2. If it fails to sign and return the contract and any financial guarantee required within 30 days after receipt of notification, the Contracting Authority may consider the acceptance of the tender to be cancelled without prejudice to the Contracting Authority's right to seize the guarantee, claim compensation or pursue any other remedy in respect of such failure, and the successful tenderer will have no claim whatsoever on the Contracting Authority.

Ukoliko ne uspe da potpiše i vrati ugovor sa traženom finansijskom garancijom u roku od 30 dana nakon prispeća obaveštenja, Ugovarač može smatrati da je prihvatanje ponude poništeno, bez štete po Ugovarača uključujući pravo da iskoristi tendersku garanciju, zatraži nadoknadu ili iskoristi bilo koji drugi pravni lek u pogledu takvog neuspeha, dok uspešni Ponuđač nema pravo na bilo kakvo potraživanje od Ugovarača.

26.3. The performance guarantee referred to in the General Conditions is set at 5% of the amount of the contract and must be presented in the form specified in the annex to the tender dossier. It will be released in accordance with the Special Conditions.

Izvršna garancija pomenuta u Opštim uslovima je određena na 5% od vrednosti ugovora i treba biti dostavljena u formatu navedenom u aneksu tenderske dokumentacije. Izvršna garancija će biti oslobođena u skladu sa Specijalnim uslovima.

27 CANCELLATION OF THE TENDER PROCEDURE / OTKAZIVANJE TENDERSKE PROCEDURE

In the event of a tender procedure's cancellation, tenderers will be notified by the Contracting Authority. If the tender procedure is cancelled before the tender opening session the sealed envelopes will be returned, unopened, to the tenderers.

U slučaju otkazivanja tenderske procedure, Ugovarač će obavestiti Ponuđače. Ukoliko se tenderska procedura otkáže pre početka tenderskog zasedanja, zapečaćene koverta se neotvorene vraćaju Ponuđačima.

Cancellation may occur where / Do otkazivanja može doći u sledećim slučajevima:

- the tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no valid response at all
tenderska procedura nije bila uspešna, naime nije primljena nijedna kvalitativno ili finansijski zadovoljavajuća ponuda, ili ih uopšte nije bilo;
- the economic or technical parameters of the project have been fundamentally altered;
ekonomski ili tehnički parametri projekta su suštinski izmenjeni
- exceptional circumstances or force majeure render normal execution of the project impossible;
zbog nepredviđenih okolnosti ili više sile onemogućeno je sprovođenje projekta;

- all technically compliant tenders exceed the financial resources available;
sve ponude koje zadovoljavaju tehničke uslove prevazilaze raspoloživa finansijska sredstva;
- there have been irregularities in the procedure, in particular where these have prevented fair competition;
došlo je do nepravilnosti u toku procedure, posebno ukoliko je time bilo onemogućeno pravedno nadmetanje;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the tenderer to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market.
dodela nije u skladu sa zdravim finansijskim menadžmentom, tj. ne poštuje principe ekonomije, efikasnost i delotvornost (npr. Cene predložena od Ponuđača kome ugovor treba da bude dodeljena je objektivno nesrazmerna trenutnim cenama na tržištu)

In no event will the Contracting Authority be liable for damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a tender procedure, even if the Contracting Authority has been informed of the possibility of damage. The publication of a procurement notice does not commit the Contracting Authority to implement the programme or project announced.

Ugovarač ni u kom slučaju neće biti odgovoran za bilo kakvu štetu koja obuhvata, bez ograničenja, štetu zbog gubitka dobiti, a koja je na neki način povezana sa otkazivanjem tenderske procedure, čak i ako je Ugovaraču predočena mogućnost nastanka štete. Objavljivanje oglasa o nabavci ne obavezuje Ugovarača da sprovede navedeni program ili projekat.

28 ETHICS CLAUSES / ETIČKE KLAUZULE

- 28.1. Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its candidacy or tender and may result in administrative penalties.

Bilo kakav pokušaj kandidata ili ponuđača da dođe do poverljivih informacija, stupi u nezakonit dogovor sa konkurentima ili utiče na komisiju Ugovarača tokom procesa proučavanja, razjašnjavanja, procene i upoređivanja ponuda, dovešće do odbijanja ponude i može rezultirati administrativnim penalima.

- 28.2. Without the Contracting Authority's prior written authorisation, the Contractor and its staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

Bez prethodne pismene saglasnosti Ugovarača, Izvođač i njeni zaposleni, ili bilo koja kompanija sa kojom se Izvođač povezuje ili je povezan, ne mogu, čak ni na pomoćnoj ili podugovornoj osnovi, pružiti druge usluge, izvršiti radove ili nabavku robe za projekat. Ova zabrana se odnosi i na druge projekte koji bi mogli, zbog prirode ugovora, izazvati sukob interesa kod Dobavljača.

- 28.3. When putting forward a candidacy or tender, the candidate or tenderer must declare that it is affected by no conflict of interest, and that it has no equivalent relation in that respect with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

Prilikom dostavljanja ponude, ponuđač treba potvrdi da nije u sukobu interesa i da nema u tom smislu prepreka u odnosu sa drugim ponuđačima ili stranama uključenim u projekat. Ukoliko dođe do takve situacije tokom sprovođenja ugovora, Izvođač o tome mora odmah obavestiti Ugovarača.

- 28.4. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the Contracting Authority's prior approval. It may not commit the Contracting Authority in any way without its prior written consent.
Izvođač ne sme da prihvati bilo kakva plaćanja povezana sa ugovorom osim onih koji su ugovorom predviđena. Izvođač i njeni zaposleni ne smeju da sprovode bilo kakvu aktivnosti ili da imaju bilo kakvu korist koja nije u skladu sa njihovim obavezama u odnosu na Ugovarača.
- 28.5. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.
Za vreme trajanja ugovora, Izvođač i njeni zaposleni poštovaće ljudska prava i nastojaće da ne vređaju političke, kulturološke ili verske običaje korisnika.
- 28.6. The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.
Izvođač ne sme da prihvati bilo kakva plaćanja povezana sa ugovorom osim onih koji su ugovorom predviđena. Izvođač i njeni zaposleni ne smeju da sprovode bilo kakvu aktivnosti ili da imaju bilo kakvu korist koja nije u skladu sa njihovim obavezama u odnosu na Ugovarača.
- 28.7. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor are confidential.
Izvođač i njeni zaposleni će biti u obavezi da poštuju profesionalno držanje informacija o projektu u tajnosti za sve vreme trajanja ugovora i nakon njegovog izvršenja. Takođe, svi izveštaji i dokumenta koja se prime od Izvođača biće poverljivi.
- 28.8. The contract governs the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.
Ugovorne strane će upotrebljavati sve izveštaje i dokumenta koje prime ili koja su im predočena za vreme sprovođenja ugovora na način predviđen ugovorom.
- 28.9. The Contractor shall refrain from any relationship likely to compromise its independence or that of its staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract without further notice and without the Contractor having any claim to compensation.
Izvođač će se uzdržati od bilo kakvog odnosa koji može kompromitovati njegovu nezavisnost ili nekog njegovog zaposlenog. Ukoliko Izvođač postane podložan uticaju, Ugovarač može, bez obzira na štetu, da raskine ugovor bez daljeg objašnjenja, i bez prava Izvođača na žalbu ili obeštećenje.
- 28.10. The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.
Komisija EU zadržava pravo da suspenduje ili poništi finansiranje projekta ukoliko se otkrije bilo koja vrsta korupcije u bilo kom stadijumu procesa dodele ugovora i ukoliko Ugovarač ne preduzme sve primerene mere za rešavanje ove situacije. U smislu ove odredbe, "korupcijske radnje" se definišu kao ponuda mita, dara, poklona ili provizije bilo kojoj osobi kao podsticaj ili nagradu za izvršenje ili uzdržavanje od bilo kog akta vezanog za dodelu ugovora ili realizaciju ugovora već zaključenog sa Ugovaračem.

28.11. All tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses. Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

Svi tenderi će biti odbačeni ili ugovori poništeni ukoliko se otkrije da su dodela ugovora ili izvršenje ugovora uzrokovali neuobičajeno povećanje komercijalnih troškova. Ovakvi neuobičajeni komercijalni troškovi predstavljaju provizije koje nisu prikazane u glavnom ugovoru, ili ne potiču od propisno zaključenog ugovora koji proističe iz glavnog ugovora, provizija plaćena za nelegitimnu uslugu, provizija plaćena primaocu koji nije jasno identifikovan ili plaćanje kompaniji koja po svim parametrima deluje kao paravan.

28.12. The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Izvođač preuzima obavezu da Komisiji EU, na zahtev, dostavi svu prateću dokumentaciju u vezi uslova realizacije ugovora. Komisija može sprovesti bilo kakvu proveru dokumentacije ili terensku proveru koju smatra neophodnom za pronalaženje dokaza u slučajevima sumnje na neuobičajene komercijalne troškove.

28.13. Contractors found to have paid unusual commercial expenses on projects funded by the European Union are liable, depending on the seriousness of the facts observed, to have their contracts terminated or to be permanently excluded from receiving EU funds.

Izvođači za koje se utvrdi da su plaćali neuobičajene komercijalne troškove u okviru projekata finansiranih od strane Evropske Unije su podložni, zavisno od ozbiljnosti uočenih činjenica, raskidu njihovih ugovora ili trajnom isključenju iz procedure dobijanja EU fondova.

28.14 The Contracting Authority reserves the right to suspend or cancel the procedure, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, the Contracting Authority may refrain from concluding the Contract.

Ugovarač zadržava pravo da obustavi ili prekine proceduru, ukoliko se dokaže da je tokom procedure dodele došlo do znatnih grešaka, nepravilnosti ili prevare. Ukoliko su takve greške, nepravilnosti ili prevare otkrivene nakon dodele ugovora, Ugovarač može da se uzdrži od zaključivanja ugovora.

29 APPEALS / ŽALBE

Tenderers believing that they have been harmed by an error or irregularity during the award process may file a complaint. See further section 2.4.15 of the Practical Guide to contract procedures for EU external actions.

Ponudaci koji smatraju da im je na bilo koji način naneta šteta greškom ili nepravilnošću tokom procesa dodele imaju pravo da podnesu žalbu. Videti detalje u delu 2.4.15 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU.

VOLUME 1

SECTION 3:
TENDER GUARANTEE FORM
FORMULAR TENDERSKE GARANCIJE

TENDER GUARANTEE FORM

Works contract

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of
(Address of the Contracting Authority
referred to below as the “Contracting Authority”)

Title of contract: <Title of contract>
Identification number: [Publication reference]

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of [Tenderer's name and address], the payment to the Contracting Authority of [amount of the tender guarantee], this amount representing the guarantee referred to in article 11 of the Procurement Notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of the expiry of the tender validity period, including any extensions, in accordance with Article 15 of the Instructions to Tenderers [and in any case at the latest on (1 year after the deadline for submission of tenders)]².

The law applicable to this guarantee shall be that of <enter Belgium or the name of the country of the Contracting Authority if this is not the European Commission / country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of (enter Belgium or the name of the country of the Contracting Authority if this is not the European Commission)

The guarantee will enter into force and take effect from the submission deadline of the tender.

Done at,/..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

² This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

[memorandum institucije koja daje garanciju]

MODEL TENDERSKE GARANCIJE

Ugovor o izvođenju radova

(Sačiniti na memorandumu finansijske institucije)

**Uprava Gradske opštine Mladenovac
Ul. Janka Katića 6,
11 400 Mladenovac**

Naziv ugovora: **Nabavka i montaža montažnih objekata u Mladenovcu**

Broj ugovora:

Mi, dole potpisani, [naziv finansijske institucije, adresa], ovim neopozivo izjavljujemo da ćemo garantovati, kao glavni dužnik, a ne samo kao jemac, u ime [Ime i adresa Izvođača] plaćanje prema Ugovaraču, u iznosu od 3.000 evra, pri čemu ovaj iznos predstavlja vrednost garancije navedene u tački 15 Instrukcija Ponuđačima.

Plaćanje će biti izvršeno bez prigovora ili pravnih postupaka bilo koje vrste, nakon prijema vašeg prvog pisanog poziva (poslatog preporučenom poštom, uz potvrdu prijema), u slučaju da Ponuđač ne ispuni sve obaveze navedene u njegovoj ponudi. Nećemo odlagati plaćanje, niti ćemo mu se iz bilo kog razloga protiviti. Pisanim putem ćemo vas obavestiti čim plaćanje bude izvršeno.

Obavešteni smo da će garancija biti oslobođena najkasnije u roku od 45 dana od isteka perioda validnosti tendera, uz dodatak svih produžetaka, u skladu sa članom 15 Instrukcija Ponuđačima.

Na ovu garanciju će biti primenjivan zakon Republike Srbije. Bilo kakav spor po pitanju ove garancije biće pod nadležnošću sudova u Republici Srbiji.

Sačinjeno u,/...../.....

Prezime i ime:

U ime:

Potpis:

VOLUME 1/ SVESKA 1

**SECTION 2 /ODLOMAK 2:
TENDER FORM / TENDERSKI OBRAZAC
APPENDIX TO THE TENDER / DODATAK PONUDE**

TENDER FORM FOR A WORKS CONTRACT
TENDERSKI OBRAZAC ZA UGOVOR O IZVOĐENJU RADOVA

Publication reference / broj tendera: 03.05.404-22/2014

Name of contract / Naziv ugovora:

Supply and installation of prefabricated houses in City Municipality of Mladenovac

Nabavka i montaža montažnih objekata u Graskoj opštini Mladenovac.

Mesto i datum.....

A . City Municipality of Mladenovac

Ul. Janka Katića 6

11 400 Mladenovac

One signed form must be supplied (for each lot, if the tender procedure is divided into lots), together with the number of copies specified in the Instruction to Tenderers. The form must include a signed declaration using the annexed format from each legal entity making the application. **All data included in this form must concern only the legal entity or entities making the application.** The attachments to this submission form (i.e. declarations, statements, proofs) may be in original or copy. If copies are submitted the originals must be dispatched to the Contracting Authority upon request. For economical and ecological reasons, we strongly recommend that you submit your files on paper-based materials (no plastic folder or divider). We also suggest you use double-sided print-outs as much as possible.

Jedan Potpisan obrazac mora biti dostavljen zajedno sa ostalim kopijama navedenim u Uputstvu za ponuđače. Obrazac mora da sadrži potpisanu izjavu u priloženom formatu, za svako pravno lice koje aplicira. Svi podaci iz ovog obrasca treba da se odnose samo na pravno lice ili lica koja apliciraju. Svi prilozi ovom obrascu (deklaracije, izjave, dokazi) mogu da budu dati u originalu ili kopiji. Ukoliko su priložene kopije, originali treba da budu dostupni na zahtev Ugovarača. Iz ekonomskih i ekoloških razloga, preporučujemo da podnesete svoje dokumente na materijalima na bazi papira (bez plastičnih fascikli ili pregrada). Takođe preporučujemo obostrano štampanje dokumenata.

Any additional documentation (brochure, letter, etc) sent with the form will not be taken into consideration. Applications being submitted by a **consortium** (i.e., either a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure) must follow the instructions applicable to the consortium leader and its members.

Sva dodatna dokumentacija (brošure, pisma, itd) poslata uz ovaj obrazac neće biti uzeti u razmatranje. Prijave koje podnosi konzorcijum (bilo trajno pravno-osnovan ili neformalno grupisan za konkretni tender) trebada slede uputstva koja se odnose na rukovodioca konzorcijuma i njegove članove.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. Such entities, for instance the parent company of the economic operator, must respect the same rules of eligibility and notably that of nationality, as the economic operator.

1 SUBMITTED BY / PODNET OD STRANE

	Name(s) of tenderer(s) / Naziv ponuđača	Nationality ³ / Nacionalnost
Leader⁴ Rukovodilac		
Member 2* Član		
Etc ...		

2 CONTACT PERSON (for this tender) / KONTAKT OSOBA (za ovu ponudu)

Name / Ime	
Address/ Adresa	
Telephone	
Fax	
E-mail	

³ Country in which the legal entity is registered/ Država u kojoj je pravno lice registrovano

⁴ Add/delete additional lines for members as appropriate. Note that a subcontractor is not considered to be a member for the purposes of this tender procedure. If this tender is being submitted by an individual tenderer, the name of the tenderer should be entered as 'leader' (and all other lines should be deleted). Dodati ili obrisati redove za dodatne partnere prema potrebi. Imajte u vidu da se podizvođači ne tretiraju ovim tenderom kao partneri u poslu. Ukoliko se ova ponuda podnosi od strane samostalnog ponuđača, njegovo ime se upisuje u polje "vodećeg učesnika" (a sve ostale linije u tom slučaju treba obrisati/precrtati)

3 TENDERER'S DECLARATION(S) / IZJAVA(E) PONUĐAČA

As part of their tender, each legal entity identified under point 1 of this form, including every consortium member, must submit a signed declaration using this format.

Kao sastavni deo ove ponude, svako pravno lice navedeno u okviru člana 1 ovog obrasca, uključujući i svakog člana konzorcijuma, mora podneti potpisanu deklaraciju u ovom formatu.

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

Kao odgovor na vaš poziv za učešće u tenderu u vezi gorepomenutog ugovora, mi, dole potpisani, ovde izjavljujemo:

1. We have examined and accept in full the content of the dossier for invitation to tender No **03.05.404-22/2014** of **24.11.2014**. We hereby accept its provisions in their entirety, without reservation or restriction.

Da smo u potpunosti ispitali i prihvatili sadržaj dosijea u vezi poziva na tender Br. **03.05.404-22/2014** of **24.11.2014**. Ovim u potpunosti prihvatamo njegova pravila, bez ikakvih uslovljavanja ili ograničenja.

2. We offer to execute, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction, the following works:

Nudimo da izvedemo sledeće radove, u skladu sa pravilima tenderskog dosijea i uslovima i definisanim vremenskim rokovima, bez ikakvih uslovljavanja ili ograničenja:

Supply and installation of 2 prefabricated houses in City Municipality of Mladenovac of the following structure:

Nabavku i montažu 2 montažne kuće u Gradskoj opštini Mladenovac sledeće strukture:

Type of house / Tip objekta	Number of houses /broj objekata
SINGLE HOUSE P neto~ 40m2 (bruto ~46m2)	2

3. The price of our tender [*excluding the discounts described under point 4*] is:

Cena naše ponude je (*ne računajući popuste navedene pod tačkom 4*):

2 SINGLE HOUSE P neto 80m2 [.....RSD]

4. We will grant a discount of [.....%], or [.....] *in the event of our being awarded for the entire works.*

Odobrićemo popust od, odnosno RSD u slučaju da nam bude dodeljen celokupan posao

5. This tender is valid for a period of 90 days from the final date for submission of tenders.

Ovaj tender je važeći za period 90 dana od dana zadnjeg roka za podnošenje tendera

6. If our tender is accepted, we undertake to provide a performance guarantee, as required by Article 13 of the Special Conditions.

U slučaju da naš tender bude prihvaćen, prihvatamo obavezu da dostavimo Izvršnu garanciju, u skladu sa članom 13 Specijalnih uslova.

7. Our firm/company [*and our subcontractors*] has/have the following nationality:

Naša firma/kompanija (uključujući podizvođače) ima sledeće sedište (navesti državu):

<.....>

8. We are making this tender [on an individual basis/as member of the consortium led by < name of the leader / ourselves >]. We confirm that we are not tendering for the same contract in any other form. [We confirm, as a member of the consortium, that all members are jointly and severally liable by law for the execution of the contract, that the lead member is authorised to bind, and receive instructions for and on behalf of, each member, that the execution of the contract, including payments, is the responsibility of the lead member, and that all members in the joint venture/consortium are bound to remain in the joint venture/consortium for the entire period of the contract's execution].

Ovaj tender podnosimo(naznačiti da li je u pitanju samostalno podnošenje tendera ili u svojstvu člana konzorcijuma i u tom slučaju navesti vodećeg člana). Ovim potvrđujemo da ne učestvujemo u ovom istom tenderu na bilo koji drugi način osim ovoga. [Potvrđujemo, kao partner u konzorcijumu, da su svi članovi u ovom konzorcijumu, zajednički i pojedinačno odgovorni pred zakonom za izvođenje ovog ugovora, te da je vodeći partner ovlašćen da pravno obaveže, kao i da prima instrukcije za i u korist svakog partnera, te da je izvođenje ugovora, uključujući i plaćanja, odgovornost vodećeg partnera, te da su svi članovi u zajedničkom ulaganju/konzorcijumu obavezni da ostanu u okviru zajedničkog ulaganja /konzorcijuma u toku celokupnog perioda važenja ugovora.

9. We are not in any of the situations excluding us from participating in contracts which are listed in section 2.3.3 of the Practical Guide to contract procedures for EC external actions. In the event that our tender is successful, we undertake, if required, to provide the proof usual under the law of the country in which we are established that we do not fall into these exclusion situations. The date on the evidence or documents provided will be no earlier than 1 year before the date of submission of tender and, in addition, we will provide a statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

Ne nalazimo se ni u jednoj od situacija koja nas isključuje iz učestvovanja u ugovoru, a koje su navedene u odeljku 2.3.3 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU. U slučaju da naš tender bude uspešan, ukoliko to bude zahtevano, obavezujemo se da obezbedimo dokaz uobičajen po zakonima zemlje gde smo osnovani da se ne nalazimo u takvim diskvalifikacionim situacijama. Datum ovog dokumenta neće biti stariji od 1 godine od krajnjeg roka za podnošenje tendera, i uz to ćemo obezbediti izjavu da se naša situacija nije promenila u periodu koji je protekao od trenutka izdavanja dokumenta u pitanju.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award may be considered null and void.

Takođe razumemo da ukoliko ne uspemo da obezbedimo ovaj dokument u roku od 15 kalendarskih dana od dana kada smo primili obaveštenje o dodeli ugovora, ili ukoliko se utvrdi da su date informacije netačne, dodela ugovora će se smatrati ništavnom i poništenom.

10. We agree to abide by the ethics clauses in Clause 28 of the instructions to tenderers and, in particular, have no conflict of interests or any equivalent relation in that respect with other candidates or other parties in the tender procedure at the time of the submission of this application. We have no interest of any nature whatsoever in any other tender in this procedure.

Slažemo se da poštujemo etičke klauzule opisane u Tački 22 instrukcija učesnicima tendera i naročito, da nemamo nikakav konflikt interesa ili bilo kakav tome ekvivalentan odnos sa drugim kandidatima ili drugim stranama u tenderskoj proceduri u vreme podnošenja ove aplikacije. Takođe nemamo nikakav interes bilo koje vrste u bilo kom drugom tenderu u ovoj proceduri.

11. We will inform the Contracting Authority immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the EU/EDF.
 Obavezujemo se da obavestimo Ugovarača odmah nakon bilo kakve promene u gore pomenutim uslovima i u bilo kom stadijumu implementacije ovog ugovora. Takođe u potpunosti razumemo i prihvatamo da bilo koja netačna i nepotpuna informacija namerno data u ovoj aplikaciji može dovesti do našeg isključenja iz ovog i svih drugih ugovora finansiranih od strane EU/EDF.
12. We note that the Contracting Authority is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract. It will incur no liability towards us should it do so.
 Prihvatamo da Ugovorač nije u obavezi da nastavi sa ovim pozivom na tender, kao i da zadržava pravo da dodeli samo deo ugovora. U slučaju da tako učini time se ne izlaže nikakvoj odgovornosti prema nama.
13. We fully recognise and accept that we may be excluded from tender procedures and contract, in accordance with the Section 2.3.4 of the Practical Guide to contract procedures for EC external actions, for a maximum period of 5 years from the date on which the infringement is established and up to 10 years in the event of a repeated offence within the 5 years of the above-mentioned date. Furthermore, we acknowledge that, should we made false declarations, committed substantial errors, irregularities or fraud, we shall also be subject to financial penalties representing 2 % to 10 % of the total estimated value of the contract being awarded. This rate may be increased to 4% to 20% in the event of a repeat offence within 5 years of the first infringement.
 U potpunosti shvatamo i prihvatamo da možemo biti isključeni iz učešća u tenderskoj proceduri i ugovora, u skladu sa odeljkom 2.3.4 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU, za maksimalan period od 5 godina od datuma kada je prekršaj utvrđen i za rok do 10 godina u slučaju ponovljenog prekršaja u okviru 5 godina od gore navedenog datuma. Takođe, prihvatamo da ćemo, u slučaju davanja netačne izjave, počinjenih značajnih grešaka, neregularnosti ili prevare, biti podložni i finansijskim penalima u visini od 2% do 10% ukupne procenjene vrednosti ugovora koji se dodeljuje. Ovaj procenat se može povećati i od 4% do 20% u slučaju ponovljenog prekršaja u roku od 5 godina od prvog prekršaja.
14. We are aware that, for the purposes of safeguarding the financial interests of the Communities, our personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
 Svesni smo da, u svrhu očuvanja finansijskog interesa EU, naši lični podaci mogu biti predati službi interne revizije, Evropskom revizorskom sudu, Panelu za finansijske neregularnosti ili Evropskoj kancelariji za borbu protiv prevare.

Name and first name / Ime i prezime: [.....]

Duly authorised to sign this tender on behalf of / Propisno ovlašćen da potpiše ovaj tender u ime:
 [.....]

Place and date / Mesto i datum: [.....]

Stamp of the firm/company / Pečat firme/kompanije:

This tender includes the following annexes / Ovaj ponuda uključuje sledeće anekse:

[Numbered list of annexes with titles] [Popisati i numerisati naslove aneksa]

.....

**APPENDIX TO TENDER FOR A WORKS CONTRACT
DODATAK PONUDI ZA UGOVOR O IZVOĐENJU RADOVA**

Publication reference / broj tendera : 03.05.404-22/2014

Title of contract: Supply and installation of prefabricated houses in City Municipality of Mladenovac

Nabavka i montaža montažnih objekata u Gradsj opštini Mladenoac

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

Napomena: Ponuđači su dužni da popune prazna poljau ovom Dodatku

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority. Naziv i adresa Ugovarača	Special Conditions Article 4.	Uprava Gradske opštine Mladenovac, Ul. Janka Katića 6, 11400 Mladenovac
Name and address of the tenderer Naziv i adresa Ponuđača	Special Conditions Article 4.	
Name and address of the representative of the Contracting Authority. Ime i adresa predstavnika Ugovarača	Special Conditions Article 4.	
Financing authority Finansijer	ITT Article 2.1.	EU Project funded by EU through Delegation of the EU in Republic of Serbia – IPA 2011
Deadline for notice to commence Krajnji rok za obaveštenje o početku radova	General Conditions Article 33.1	5 days / 5 dana
Period of Implementation Period realizacije	Special Conditions Article 34.1	
Currency/ Valuta	ITT Article 13.1	RSD
Law of the contract / Zakon koji se pominje u ugovoru	General Conditions Article 2.1	Serbian / Srpski
Language of the contract/ Jezik ugovora	Special Conditions Article 2.3	English / Serbian Enleski/ Srpski
Language for communications Jezik za komunikaciju	Special Conditions Article 2.3	English / Serbian Enleski/ Srpski

Period of access to the site Period pristupa lokaciji	General Conditions Article 9	No limitation / Bez oraničenja
Amount of performance guarantee/ Iznos izvršne garancije	General Conditions Article 15.1	10% of the total amount offered / 10% od ukupno ponudnog iznosa
Normal working hours Redovno radno vreme	General Conditions Article 39.1	No limitation / Bez oraničenja
Liquidated damages for the works Obračunate štete na poslu	Special Conditions Article 36.1	
Limit of liquidated damages for delay / Limit obračunatih šteta za kašnjenje	Special Conditions Article 36.1	5% of total contract value as compensation for failure to complete the contract part thereof within the implementing period
Percentage of retention monies Procenat retencije	Special Conditions Article 47	5% of each instalment / 5% od svake uplate
Minimum amount of interim payment certificates/ Minimalan iznos privremene situacije	Special Conditions Article 50	
Percentage for adjustment of provisional sums / Procenat za korekciju provizorne sume	N/A	2%
Amount of insurance for design Iznos osiguranja projekta	N/A	
Amount of third-party insurance Iznos osiguranja trećih lica	Special Conditions Article 16	.....per accident with the number of occurrences unlimited
Periods for submission of insurance / Periodi za podnošenje osiguranja	General Conditions Article 16.5	

Signature / Potpis _____

Capacity / Svojtvo _____

duly authorised to sign for and on behalf of /

Propisno ovlašćen da potpiše u ime _____

VOLUME 1 / SVESKA 1

**SECTION 4 / ODELJAK 4:
QUESTIONNAIRE / UPITNIK**

VOLUME 1/ SVESKA 1
SECTION 4 / ODLOMAK 4
QUESTIONNAIRE / UPITNIK
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ADDITIONAL NOTICE TO TENDERERS / DODATNO OBAVEŠTENJE
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GENERALNE INFORMACIJE O PONUĐAČU
- FORM 4.2 ORGANISATION CHART / ORGANIZACIONA ŠEMA**
- FORM 4.3 POWER OF ATTORNEY / PUNOMOĆJE**
- FORM 4.4 FINANCIAL STATEMENT / FINANSIJSKA IZJAVA**
- FORM 4.5 a) FINANCIAL IDENTIFICATION FORM /FINANSIJSKI**
IDENTIFIKACIONI FORMULAR
b) LEGAL ENTITY FILES / OBRAZAC ZA PRAVNA LICA
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RADA
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- 4.6.5 INFORMATION ON JOINT VENTURES / INFORMACIJE
O KONZORCIJUMU
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- 4.6.7 QUALITY ASSURANCE SYSTEM(S)/OSIGURANJE
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- 4.6.8 ACCOMMODATION FOR THE SUPERVISOR /
SMEŠTAJ ZA NADZORNOG ORGANA
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VOLUME 1/ SVESKA 1

SECTION 4 / ODLOMAK 4:

ADDITIONAL NOTICE TO TENDERERS / DODATNO OBAVEŠTENJE PONUĐAČIMA

1. All questions contained in the forms must be answered by the tenderer.
Ponuđač treba da odgovori na sva pitanja koja se nalaze u obrascima.
2. Additional sheets may be attached as necessary /Mogu se priložiti dodatni listovi, ukoliko je potrebno..
3. If a question does not apply to the tenderer, "not applicable" should be entered alongside with a brief explanation of why.
Ukoliko pitanje nije primenljivo na Ponuđača, u polje treba uneti tekst "neprimenljivo", sa kratkim opisom razloga
4. Every single page of each form must be numbered consecutively in the bottom right-hand corner.
Svaka pojedinačna stranica svakog formulara mora se numerisati uzastopnim brojevima u donjem desnom uglu.
5. Financial data and declarations presented by the tenderer must be given in euro or national currency. Original bank statements may be also attached for reference.
Finansijski podaci i izjave predstavljeni od strane Ponuđača moraju biti u evrima ili u nacionalnoj valuti. Originalni izvodi iz banke mogu se takođe dostaviti na uvid.
6. If the requested supporting documents/certificates are not written in one of the official languages of the European Union, a translation into the language of the call for tender must be attached. Where the documents are in an official language of the European Union, other than the one of the procedure, it is however strongly recommended to provide a translation into the language of the call for tenders, in order to facilitate the evaluation of the documents.
Ukoliko tražena prateća dokumentacija /sertifikati nisu napisani na jednom od zvaničnih jezika Evropske unije, prevod na jezik poziva za tender mora biti priložen. Gde su dokumenti na službenom jeziku Evropske unije, drugačiji od jezika procedure, preporučuje se da se obezbedi prevod na jezik poziva za tendere, kako bi se olakšala evaluacija dokumentacije.
7. Each member of a joint venture/consortium must fill in and submit every form.
Svaki član zajedničkog ulaganja/konzorcijuma mora popuniti i dostaviti svaki od formulara.
8. Firms applying as a joint venture/consortium must also complete Form 4.6.5 concerning joint ventures/consortia.
Firme koje apliciraju kao konzorcijum moraju takođe da popune Obrazac 4.6.5. koji se odnosi na konzorcijum.
9. The person signing this questionnaire guarantees the truthfulness and accuracy of all the statements made.
Osoba koja potpisuje ovaj upitnik garantuje za istinitost i tačnost svih podataka i datih izjava.
10. The accuracy of the answers to the questionnaire, their completeness and the attached documentation will be taken into account in the tender evaluation. The attention of tenderers is also drawn to the fact that the absence of some data may cause their non-compliance in the related item of evaluation.
Tačnost odgovora na upitnik, njihova kompletnost i priloženi dokumenti biće uzeti u obzir prilikom ocenjivanja tendera. Skreće se pažnja Ponuđačima da odsustvo nekih podataka može uzrokovati neispunjavanje uslova u odgovarajućem delu evaluacije tendera.

VOLUME 1 /SVESKA 1

SECTION 4 / ODLOMAK 4:

FORM 4.1 GENERAL INFORMATION ABOUT THE TENDERER OPŠTE INFORMACIJE O PONUĐAČU

- 4.1.1. Name of company / Naziv preduzeća
.....
.....
- 4.1.2. Registered address /Regostrovana adresa
.....
.....Telephone
..... Fax..... Telex..... E-
mail.....
- 4.1.3. Names and nationalities of principals/directors and associates / Imena i državljanstvo direktora i saradnika.....
.....
.....
- 4.1.4. Type of company (natural person, partnership, corporation, etc.) /Tip preduzeća (privatno lice, partnerstvo, udruženje, itd).....
- 4.1.5. Description of company (e.g. general civil engineering contractor) /Opis preduzeća (npr. Izvođač opštih građ. radova)
- 4.1.6. Company's nationality /Državljanstvo preduzeća
- 4.1.7. Number of years experience as contractor / Iskustvo, broj godina u svojstvu izvođača
- in own country /u svojoj zemlji
- internationally / u inostranstvu
- 4.1.8. Registration details / Detalji o registraciji preduzeća
.....
.....
Please attach copy of the registration certificate / Molimo Vas da priložite kopiju registracije firme
- 4.1.9. Equity in the company / Akcijski capital u preduzeću
Shares / Akcije (%)
- 4.1.10. Name(s) and address(es) of companies involved in the project and whether parent/subsidiary/subcontractor/other
Nazivi i adrese preduzeća koja su uključena i na koji način – matična kompanija/filijala/ podizvođač/ drugo:
.....
.....
.....
- 4.1.11. If the company is a subsidiary, what involvement, if any, will the parent company have in the project?
Ukoliko je preduzeće u svojstvu filijale, na koji način će u projektu učestvovati matična kompanija
.....
- 4.1.12. Foreign companies must state whether they are established in the state of the Contracting Authority in accordance with applicable regulations (for information only)

Strane kompanije treba da navedu da li su osnovane u državi Ugovarača u skladu sa važećom regulativom (samo radi informacije)

Signature / Potpis:

(a person or persons authorised to sign on behalf of the tenderer /Osoba ili osobe ovlašćene da potpišu Ponuđača)

Date / Datum:.....

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.2

ORGANISATION CHART / ORANIZACIONA ŠEMA

Please give details here below of the organisation chart of your company, showing the position of directors, key personnel and functions.

Molimo vas da ovde dole prikazete organizacionu šemu vaše kompanije, sa pozicijama direktora, ključnih kadrova i funkcija

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

**FORM 4.3
POWER OF ATTORNEY / PUNOMOĆJE**

Please attach here the power of attorney empowering the signatory of the tender and all related documentation.

Molimo vas da ovde priložite punomoćje kojim se ovlašćuje potpisnik ponude i ostale pripadajuće dokumentacije.

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.4

FINANCIAL STATEMENT / FINANSIJSKI IZVEŠTAJ

Please provide all of the information required by this form in euro or national currency (NC) equivalent.

Molimo Vas da pružite sve informacije tražene ovim formularom u evrima ili u protivvrednosti u nacionalnoj valuti (NV)

4.4.1 Basic capital / Osnovni kapital

Amount /Iznos..... Euro or NC

Currency/Valuta Euro or NC

Authorised/Odobreno..... Euro or NC

Issued/ Emisija..... Euro or NC

4.4.2 Annual value of construction work undertaken for each of the last three years, and projected for the next two years / Godišnja vrednost izvedenih građevinskih radova u protekle 3 godine sa projekcijom za naredne dve godine

Euro or NC	Year-3 God. -3	Year-2 God.-2	Last year Prošla god.	Current year Trenut. god.	Year +1 God. +1	Year +2 God. +2
At home / U zemlji						
Abroad / Inostranstvo						
Total /Ukupno						

4.4.3 Approximate value of works in hand (at home and abroad) Približna vrednost radova pod još važećim ugovorima (u zemlji i inostranstvu) (euro or RSD)

4.4.4⁵ Please attach copies of the company's previous 3 years certified statements of account (with translations into the language of the procedure if necessary) from which the following basic data will be abstracted; and provide the same information projected forward for the next two years.

Molimo Vas da priložite fotokopije overenih bilansa stanja kompanije za poslednje 3 godine iz kojih treba izvući sledeće osnovne podatke; takođe treba dati i projekciju tih podataka za sledeće dve godine poslovanja.

Euro or NC	Year-2 God. -3	Year-1 God.-2	Last year Prošla god.	Current year Trenut. god.	Year+1 God. +1	Year+2 God. +2
---------------	-------------------	------------------	--------------------------	------------------------------	-------------------	-------------------

⁵ Please see point 4 in Instructions to Tenders if documentary evidence/proofs are needed.

1.Total assets /ukupna imovina	...............	...............	...............	...............	...............	...............
2.Total liabilities/ ukupna pasiva	...............	...............	...............	...............	...............	...............
<i>Net Value Neto vrednost (1 minus 2)</i>						
3.Liquid assets / likvidna aktiva	...............	...............	...............	...............	...............	...............
4.Short-term debts /kratkoročni duovi	...............	...............	...............	...............	...............	...............
<i>Working capital / Radni capital (3 minus 4)</i>						
5.Pre-tax profits / Profit pre oporezivanja	....................	....................	....................	....................	....................	....................
6.Losses /Gubici	.....					..

4.4.5 Name and address of banks (principal/others) / Naziv i adresa banaka (glavna/ostale):

.....
.....
.....

4.4.6 Please enclose a reference/certificate about the financial situation of the company and its access to credit facilities (maximum amount of credit facility to be stated in euro or NC equivalent)

Molimo vas da priložite preporuku/sertifikat u vezi finansijske situacije kompanije i njenog pristupa kreditnim sredstvima (maksimalni iznos kreditnih sredstava naznačiti u Eurima ili Din.)

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.5
FINANCIAL STATEMENT / FINANSIJSKI IDENTIFIKACIONI
FORMULAR

NOSILAC RAČUNA

IME

ADRESA

MESTO/GRAD

POŠTANSKI BROJ

KONTAKT

TELEFON

FAX E-MAIL

PIB BROJ

BANKA

IME

ADRESA

MESTO/GRAD

POŠTANSKI BROJ ZEMLJA

BANKOVNI RAČUN

IBAN (opcija)

NAPOMENA:

PEČAT BANKE+POTPIS OVLAŠĆENOG LICA
BANKE (oboje je obavezujuće)

DATUM + POTPIS NOSIOCA RAČUNA:
(obavezujuće)



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/fiers_fr.htm

ACCOUNT NAME	
ACCOUNT NAME(1)	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
	POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>

CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
	FAX <input type="text"/>
E - MAIL	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
	POSTCODE <input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN(2)	<input type="text"/>

REMARKS:

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE

(Both Obligatory)(3)

DATE + SIGNATURE ACCOUNT HOLDER :

(Obligatory)

DATE	<input type="text"/>
------	----------------------

(1) The name or title under which the account has been opened and not the name of the authorized agent

(2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated

(3) It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature



LEGAL ENTITIES

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/legal_entities_fr.htm

PRIVATE COMPANIES

TYPE OF COMPANY	<input type="text"/>		
NGO	YES <input type="checkbox"/>	NO <input type="checkbox"/>	(Non-Governmental Organisation)
NAME(S)	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
ABBREVIATION	<input type="text"/>		
ADDRESS OF HEAD OFFICE	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
POSTCODE	<input type="text"/>	P.O. BOX	<input type="text"/>
TOWN/CITY	<input type="text"/>		
COUNTRY	<input type="text"/>		
VAT (1)	<input type="text"/>		
PLACE OF REGISTRATION	<input type="text"/>		
DATE OF REGISTRATION	<input type="text"/>	<input type="text"/>	<input type="text"/>
	D D	M M	Y Y Y Y
REGISTRATION No (2)	<input type="text"/>		
PHONE	<input type="text"/>	FAX	<input type="text"/>
E-MAIL	<input type="text"/>		

THIS "LEGAL ENTITIES" FORM SHOULD BE COMPLETED AND RETURNED TOGETHER WITH:
1. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO AT 2 BELOW.
2. A COPY OF SOME OFFICIAL DOCUMENT (OFFICIAL GAZETTE, COMPANY REGISTER ETC.) SHOWING THE NAME OF THE LEGAL ENTITY, THE ADDRESS OF THE HEAD OFFICE AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES.

DATE AND SIGNATURE OF AUTHORISED REPRESENTATIVE

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORMS 4.6.1 TO 9
TECHNICAL QUALIFICATIONS / TEHNIČKE KVALIFIKACIJE

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.1.1
OVERVIEW OF THE TENDERER'S PERSONNEL / PRELED
KADROVA PONUĐAČA

i - Overview / Pregled

a - Directors and management / Direktori i menadžment	.....
b - Administrative staff / Administrativno osoblje	.....
c - Technical staff / Tehničko osoblje	
- Engineers / Inženjeri	.....
- Surveyors /Građevinari	.....
- Foremen / Poslovođe	.....
- Mechanics / Mehničari	.....
- Technicians / Tehničari	.....
- Machine operators/ Operateri na mašinama	.....
- Drivers / Vozači	.....
- Other skilled staff / Ostal kvalifikovano osoblje	.....
- Labourers and unskilled staff / Radnici i nekvalifikovana radna snaa	.....
<hr/>	
Total / Ukupno	=====

ii - Site operatives to be employed on the contract (if relevant) / Gradilišni operativci koji su zaposleni na osnovu ovo uovora

a - Site management / Gradilišni menadžment	.....
b - Administrative staff / Građevinari	.....
c - Technical staff / Tehničko osoblje	
- Engineers / Inženjeri	.....
- Surveyors /Građevinari	.....
- Foremen / Poslovođe	.....
- Mechanics / Mehničari	.....
- Technicians / Tehničari	.....
- Machine operators/ Operateri na mašinama	.....
- Drivers / Vozači	.....
- Other skilled staff / Ostal kvalifikovano osoblje	.....
- Labourers and unskilled staff / Radnici i nekvalifikovana radna snaa	.....
<hr/>	
Total / Ukupno	=====

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.1.2

PERSONNEL TO BE EMPLOYED ON THE CONTRACT
OSOBLJE KOJE ĆE BITI ZAPOSLENO NA OSNOVU OVOG UGOVORA

Position/Name Pozicija / Ime	Nationality Državljanstvo	Age Starost	Education Obrazovanje	Years of experience (with the company/in construction) / Godine iskustva (u ovoj kompaniji / u izgradnji)	Major works for which responsible (project/value) Glavni poslovi za koje je odgovoran (projekat/vrednost)
Quality control Kontrola kvaliteta				/	
Others responsible for Ostali odgovorni za				/	

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.1.3

PROFESSIONAL EXPERIENCE OF KEY PERSONNEL PROFESIONALNO ISKUSTVO KLJUČNOG KADRA

CURRICULUM VITAE / RADNE BIORAFIJE

(Maximum 3 pages + 3 pages of annexes) maksimalno 3 strane + 3 strane aneksa

Proposed position in the contract/ Predviđena pozicija po ovom ugovoru

1. Surname / Preime:
2. Name / ime:
3. Date and place of birth /Datum i mesto rođenja:
4. Nationality /Nacionalnost:
5. Civil status / građanski status:
Address (phone/fax/e-mail) Adresa:
6. Education / Obrazovanje:

<i>Institutions Institucije:</i>	
<i>Date / Datum:</i> <i>From (month/year) Od (mesec/godina)</i> <i>To (month/year) Do (mesec/godina)</i>	
<i>Degree / Diploma:</i>	

7. Language skills / Poznavanje jezika

Indicate on a scale of 1 to 5 (1 – excellent; 5 – basic) Na skali od 1 do 5 (1-odlično, 5 – osn. Nivo):

<i>Language jezik</i>	<i>Level Nivo</i>	<i>Passive Razumevanje</i>	<i>Spoken Govor</i>	<i>Written Pisanje</i>
	<i>Mother tongue Maternji jezik</i>			

8. Membership of professional bodies /Članstvo u profesionalnim udruženjima :
9. Other skills (e.g. computer literacy, etc.) / Druge veštine (npr. rad na računaru, itd):
10. Present position / Sadašnja pozicija:
11. Years of professional experience Godine profesionalnog iskustva:
12. Key qualifications / Glavne kvalifikacije:
13. Specific experience in non-industrialised countries Specifično iskustvo u ne-industrijalizovanim zemljama :

<i>Country / zemlja</i>	<i>Date: from (month/year) to (month/year)</i> <i>Datum:od od (mesec/godina) do (mesec/godina)</i>	<i>Name and brief description of the project</i> <i>Naziv i kratak opis projekta</i>

14. Professional experience / Profesionalno iskustvo:		
Date: from (month/year) to (month/year) Datum Od (meseć/godina) do (meseć/godina)		
Place / Mesto		
Company/organisation / Kompanija/oranizacija		
Position / Pozicija		
Job description / Opis radnog mesra		

15. Others / Drugo:

15a. Publications and seminars /Publikacije i seminari:

15b. References / Reference:

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.2

PLANT / MEHANIZACIJA

Plant proposed and available for the implementation of the contract⁶
 Mehanizacija predložena i na raspolaganju za realizaciju ugovora

	DESCRIPTION (type/make/model) OPIS (tip/marka/model)	Power/ capacity Snaga/kapa citet	No of units Broj jedinica	Age (years) Starost	Owned (O) or hired (H)/ and percentage of ownership U svojini ili iznajmljena i procenat svojine	Origin (country) Poreklo (zemlja)	Present approximate value in euro or national currency Sadašnja procenjena vrednost u eurima ili RSD
A)	CONSTRUCTION PLANT GRAĐEVINSKA MEHANIZACIJA						
					/		
					/		
					/		
					/		
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					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		
					/		

⁶ Not all the plant owned by the company.

	DESCRIPTION (type/make/model) OPIS (tip/marka/model)	Power/ capacity Snaga/k apacitet	No of units Broj jedinica	Age (years) Starost	Owned (O) or hired (H)/ and percentage of ownership U svojini ili iznajmljena i procenat svojine	Origin (country) Poreklo (zemlja)	Present approximate value in euro or national currency Sadašnja procenjena vrednost u eurima ili RSD
B)	VEHICLES AND TRUCKS / VOZILA I KAMIONI						
					/		
					/		
					/		
					/		
					/		
C)	OTHER PLANT DRUGA MEHANIZACIJA				/		
					/		
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					/		

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.3

WORKPLAN AND PROGRAMME / PLAN I PROGRAM RADA

- 4.6.3.1 State the proposed location of your main office on the site, stations (steel/concrete/asphalt structures), warehouses, laboratories, accommodation, etc. (sketches to be attached as required)
Navedite predloženu lokaciju vaše glavne kancelarije na terenu, stanice (gvozdene/betonske/asfaltne strukture), magacina, laboratorija, smeštaja itd. (priložiti skice ukoliko su tražene)
- 4.6.3.2 Give a brief outline of your programme for the completion of the works in accordance with the required method of construction and stated time of completion
Dajte kratak opis vašeg programa za završetak radova u skladu sa traženom metodom izgradnje i navedenim terminom za završetak radova.
- 4.6.3.3 Attach a critical milestone bar chart (schedule of execution) representing the construction programme and detailing the relevant activities, dates, allocation of labour and plant resources, etc.
Priložite i šemu kritičnih prekratnica (raspored izvođenja radova) koji detaljno predstavljaju program izgradnje i odgovarajućih aktivnosti, sa datumima, rasporedom raspoložive radne snage i mehanizacije, itd. (Priložite navedeni dinamički plan na posebnom listu)
- 4.6.3.4 If the tenderer plans to subcontract part of the works, he must provide the following details:
Ukoliko Ponuđač planira da deo radova prenese podizvođaču, treba da dostavi sledeće podatke

Work intended to be subcontracted / Poslovi koji će biti dati podizvođačima	Name and details of subcontractors Naziv i podaci o podizvođaču	Value of subcontract as percentage of the total cost of the project Vrednost podugovorenog posla kao procenat ukupne vrednosti projekta	Experience in similar work (details to be specified) Iskustvo u sličnim radovima (specificirati detalje)
...			

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.4

EXPERIENCE AS CONTRACTOR / ISKUSTVO U SVOJSTVU IZVOĐAČA

4.6.4.1 List of contracts of similar nature and extent performed during the past 3 years

Navedite ugovore slične prirode i stepena složenosti a koje ste izveli u toku protekle 3 godine

Name of project/kind of works	Total value of works the Contractor was responsible for ² Ukupna vrednost radova za koje ste bili direktno odgovorni	Period of contract Period izvršenja	Starting date Datum početka	Percentage of works completed Procenat završenog posla	Contracting authority and place Naziv uovarača i mesto izvršenja	Prime contractor (P) or subcontractor (S) Glavni izvođač (P) ili podizvođač (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No Upotrebnost dozvola izdata Da/Ne
A) In home country <i>U zemlji</i>							

Name of project/kind of works	Total value of works the Contractor was responsible for ² Ukupna vrednost radova za koje ste bili direktno odgovorni	Period of contract Period izvršenja	Starting date Datum početka	Percentage of works completed Procenat završenog posla	Contracting authority and place Naziv uovarača i mesto izvršenja	Prime contractor (P) or subcontractor (S) Glavni izvođač (P) ili podizvođač (S)	Final acceptance issued? - Yes - Not yet (current contracts) - No Upotrebna dozvola izdata Da/Ne
<i>B) Abroad</i> <i>Inostranstvo</i>							

4.6.4.2⁷ Please attach here available references and certificates from the relevant Contracting Authorities

Molimo Vas da ovde priložite sve relevantne reference i potvrde dobijene od ranijih Ugovarača

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

⁷ Please see point 4 in Instructions to Tenders if documentary evidence/proofs are needed.

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.5

DATA ON JOINT VENTURES / PODACI O ZAJEDNIČKOM ULAGANJU

- 4.6.5.1** Name / Naziv
- 4.6.5.2** Managing board's address / Adresa upravnog odbora
.....
.....
Telex
- Telephone Fax..... E-mail.....
- 4.6.5.3** Agency in the state of the Contracting Authority, if any (in the case of a joint venture/consortium with a foreign lead member) / Kancelarija u državi Ugovarača, ako postoji (u slučaju zajedničkog ulaganja/konzorcijuma sa inostranim vodećim članom)
Office address
.....
Telex
- Telephone Fax.....
- 4.6.5.4** Names of members / Naziv članova
i)
ii)
iii)
Etc.
- 4.6.5.5** Name of lead member / Naziv vodećeg partnera:
.....
.....
- 4.6.5.6** Agreement governing the formation of the joint venture/consortium / Sporazum kojim se uređuje formiranje zajedničkog ulaganja/konzorcijuma
i) Date of signature / Datum i potpis:.....
ii) Place / Mesto:
iii) Enclosure - joint venture/consortium agreement /Prilog – ugovor o zajedničkom ulaganju / konzorcijum
- 4.6.5.7** Proposed proportion of responsibilities between members (in %) with indication of the type of the works to be performed by each
Predloženi odnos odgovornosti članova (u %) sa naznakom vrsta radova koji će biti izvedeni od strane svakog člana
.....
.....
.....

Signature / Potpis.....(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.6

LITIGATION HISTORY / ISTORIJA PARNIČENJA

Please provide information on any history of litigation or arbitration resulting from contracts executed during the last X years or currently under execution.

Molimo vas da pružite informaciju u vezi bilo kakvih parnica ili arbitraže povodom ugovora realizovanih u proteklih 5 godina ili ugovora koji su još uvek u toku.

A separate sheet should be used for each partner of a joint venture/consortium.

Za svakog od partnera u zajedničkom ulaganju / konzorcijumu koristiti poseban list

Year	Award FOR or AGAINST tenderer Spor završen u KORIST ili PROTIV Ponuđača	Name of client, cause of litigation, and matter in dispute Ime klijenta, uzrok spora, i razlog rasprave	Disputed amount (current value in euro or NC) Vrednost spora (trenutna vrednost u evrima ili RSD)

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.7

**QUALITY ASSURANCE SYSTEM(S)
SISTEM(I) KOJI OBEZBEĐUJU KVALITET**

Please provide hereunder details of the quality assurance system(s) it is proposed to use to ensure successful completion of the works.

Molimo vas da ovde pružite informaciju i detalje u vezi sistema osiguranja kvaliteta koji se predlaže(u) u svrhu uspešnog završetka ugovorenih radova

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.8

**ACCOMMODATION FOR THE SUPERVISOR
SMEŠTAJ NADZORNOG ORGANA**

Please attach sketches and data detailing the characteristics of the accommodation and facilities intended to be provided by the tenderer under the relevant items in the bill of quantities/breakdown of the overall price.

Molimo priložite nacрте i podatke o karakteristikama smeštaja i objektima koje Ponuđač namerava da obezbedi, a koji su navedeni pod odgovarajućim stavkama u predračunu/preseku ukupne paušalne cene

NOT REQUIRED

NIJE POTREBNO

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponuđača)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 4 / ODELJAK 4:

FORM 4.6.9

FURTHER INFORMATION / DODATNE INFORMACIJE

Tenderers may add here any further information that they deem useful for the evaluation of their tenders.

Ponudāči ovde mogu priložiti bilo koju dodatnu informaciju za koju smatraju da će biti od koristi prilikom evaluacije njihove ponude

Signature / Potpis.....

(a person or persons authorised to sign on behalf of the tenderer / osoba ili osobe ovlašćene da potpišu u ime Ponudāča)

Date / Datum

VOLUME 1/ SVESKA 1

SECTION 5 / ODELJAK 5:

**ADMINISTRATIVE COMPLIANCE GRID
TABELA ZA PROCENU ADMINISTRATIVNE PODOBNOSTI I**

ADMINISTRATIVE COMPLIANCE GRID

(To be customised according to the project. The criteria indicated are used by the evaluation committee.)

Contract title:	Supply and installation of prefabricated houses in City Municipality of Mladenovac	Publication reference:	Broj tendera 03.05.404-22/20
------------------------	---	-------------------------------	------------------------------

Tender envelope number	Tenderer's name	Nationality of tenderer (consortium) ⁸ (Yes/No)	Documentation complete? (Yes/No)	Language as required? (Yes/No)	Tender submission form duly completed, including signed declarations? (Yes/No)	Consortium agreement signed by all partners? (Yes/No/Not applicable)	Sub-contracting statement acceptable? (Yes/No/Not applicable)	Other administrative requirements tender dossier (Yes/No/Not applicable)
1								
2								
3								
4								
5								

Chairperson's name	
Chairperson's signature	
Date	

⁸ If the tender is from a consortium, **all its members** must be of an eligible nationality.

VOLUME 1/ SVESKA 1

SECTION 5 / ODELJAK 5:

**EVALUATION GRID
TABELA ZA EVALUACIJU**

EVALUATION GRID

(To be customised according to the project. The criteria indicated are used by the evaluation committee.) Must be completed by each member of the

Contract title:	Supply and installation of prefabricated houses in City Municipality of Mladenovac	Publication reference:	Bro
------------------------	---	-------------------------------	-----

Tender envelope N°	Tenderer's name	Rules of origin respected? (Yes/No)	Economic and financial capacity? (OK/a/b/...)	Professional capacity? (OK/a/b/...)	Technical capacity? (OK/a/b/...)	Compliance with technical specifications? (OK/a/b/...)	Ancillary services as required? (OK/a/b/.../NA)	Nationalities of subcontractors eligible? (Yes/No)	Other technical requirements in tender dossier? (Yes/No/Not applicable)	Technical compliance? (Yes/No)	Observation

Evaluator's name	
Evaluator's signature	
Date	

VOLUME 2/ SVESKA 2

**SECTION 1 / ODELJAK 1:
CONTRACT FORM / OBRAZAC UOVORA**

**WORKS CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS
UGOVOR O IZVOĐENJU RADOVA ZA EKSTERNE AKCIJE EVROPSKE UNIJE**

**FINANCED FROM THE EU GENERAL BUDGET/EDF
FINANSIRANO IZ OPŠTEG BUDŽETA EU/EDF**

**Uprava Gradske opštine Mladenovac
Ul. Janka Katića 6
11400 Mladenovac
Tel: 011/8241-600
Fax: 011/8230-145**

("The Contracting Authority"/ "Ugovarač")

of the one part/ sa jedne strane,

and

<Full official Name of Contractor>

Puno ime Ugovarača

[Legal status/title]⁹

[Official registration number]¹⁰

Registracioni broj

[Full official address]

Adresa

[VAT number]¹¹,

PIB

("the Contractor"/ "Izvođač")

of the other part/ sa druge strane,

have agreed as follows/ sporazumeli su se o sledećem:

**PROJECT Supporting Access to Dignified Housing Solutions for Refugees, IDPs and Returnees in
Serbia**

PROJEKAT: Podrška stambenom zbrinjavanju izbeglica, raseljenih lica i povratnika u Srbiji

CONTRACT [number]

UGOVOR (broj....)

Whereas the Contracting Authority is desirous that certain works should be executed by the Contractor, viz.:
Budući da Ugovarač namerava da poveri određene radove Izvođaču, i to:

Construction of

.....

⁹ Where the contracting party is an individual.

¹⁰ Where applicable.

¹¹ Except where the contracting party is not VAT registered.

and has accepted a tender by the Contractor for the execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

Article 1. In this contract words and expressions shall have the meanings assigned to them in the contractual conditions set out below.

U ovom Ugovoru reči i izrazi imaju značenja koja su im dodeljena u dole definisanim ugovornim uslovima.

Article 2. The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

Za sledeća dokumenta će se smatrati da formiraju, da su pročitana i protumačena kao sastavni deo ovog Ugovora, po sledećem redu prioriteta

- (a) the contract / ugovor
- (b) the Special Conditions, / Specijalni uslovi
- (c) the General Conditions, / Opšti uslovi
- (d) the technical specifications, / tehnička specifikacija
- (e) the design documentation (drawings), /projektna dokumentacija (crteži)
- (f) the Bill of Quantities, possibly after arithmetical corrections; /ponuda, nakon aritmetičke provere
- (g) the tender with the appendix, / tender sa aneksima
- (h) any other document forming part of the contract. /bilo koji drugi document koji je deo ugovora

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

Aneksi će imati isti prioritet kao i deokumen koji modifikuju

Article 3. In consideration of the payments to be made by the Contracting Authority to the Contractor as hereinafter mentioned, the Contractor undertakes to execute and complete the works and remedy defects therein in full compliance with the provisions of the contract.

Na ime plaćanja Izvođaču od strane Ugovarača kao što je u daljem tekstu navedeno, Izvođač radova se obavezuje da realizuje i završi radove i ispravi nedostatke u potpunoj saglasnosti sa odredbama ugovora

Article 4. The Contracting Authority hereby agrees to pay the Contractor in consideration of the execution and completion of the works and remedying of defects therein the amount of:

Ugovarač se slaže da plati Izvođaču na ime realizacije i završetka poslova kao i popravke svih mogućih nedostataka, iznos od

- Contract price (excluding VAT/other taxesRSD

Ukupna cena (bez PDV-a i drugih taksi)

- VAT and other taxes 0 RSD

PDV i druge takse

- Contract price (in words:..... RSD)

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 shall be paid in compliance with the binding regulations, national law and international agreements concerning the execution of the program. VAT and other taxes shall not be paid on the funds originating from EU funds.

ili neku drugu sumu koja može postati naplativa po odredbama ugovora u trenutku i na način utvrđenim ugovorom. PDV će se plaćati u skladu sa obavezujućim regulativama, nacionalnim zakonom i međunarodnim sporazumima koji regulišu realizaciju programa. PDV i druge takse se neće plaćati na sredstva koja potiču iz EU fondova.

[Article 5. Other specific conditions applying to the contract

Ostali uslovi koji se odnose na ugovor

5.1 The General Conditions are supplemented by the following:

Opšti uslovi su dopunjeni sledećim:

The following conditions to the contract shall apply: ...]

Sledeći uslovi ugovora će se primenjivati:

In witness whereof the parties hereto have signed the contract. This contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Ovaj ugovor stupa na snagu od dana kada je potpisan od strane poslednjeg potpisnika, odnosno izvođača radova.

Done in English and Serbian in three originals one original being for the Contracting Authority, one original being for the European Commission, > and one original being for the Contractor.

Sačinjeno na engleskom I srpskom jeziku u tri primerka, jedan original za Ugovarača, jedan za EU komisiju, jedan za Izvođača.

For the Contractor
Za izvođača

Name/Ime:

Title / Titula:

Signature/ Potpis:

Date/ Datum:

For the Contracting Authority
Za Ugovarača

Name/Ime:

Title / Titula:

Signature/ Potpis:

Date/ Datum:

SVESKA / VOLUME 2
ODLOMAK / SECTION 2

OPŠTI USLOVI ZA UGOVORE O IZVOĐENJU RADOVA KOJE FINANSIRA EU /
GENERAL CONDITIONS FOR WORKS CONTRACTS FINANCED BY THE EU

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UVODNE ODREDBE / PRELIMINARY PROVISIONS

Član / Article 1 – Definicije / Definitions

1.1 Definicije termina korišćenih u Opštim uslovima date su u Rečniku pojmova, aneks A1 Praktičnog vodiča za ugovorene procedure za eksterne akcije EU, koji čini sastavni deo ovogovora.

The definitions of the terms used throughout this General Conditions are laid down in the "Glossary of terms", annex A1 to the Practical Guide to contract procedures for EC external actions, which forms an integral part of this contract.

1.2 Poglavlja i naslovi u ovim Opštim uslovima neće biti smatrani delom niti uzeti u obzir prilikom interpretacije ugovora.

The headings and titles in these General Conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.3 U situacijama kada kontekst rečenice to dozvoljava, za reči u jednini može se smatrati da podrazumevaju i množinu i obrnuto, kao što se i za reči u muškom rodu može smatrati da podrazumevaju i ženski rod i obrnuto.

Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.4 Reči koje označavaju osobe ili grupe treba da uključe i firme i kompanije, kao i bilo koje druge organizacije koje imaju pravni karakter.

Words importing persons or parties shall include firms and companies and any organization having legal capacity.

Član / Article 2 – Pravna regulativa i jezik ugovora / Law and language of the contract

2.1. Zakon koji će se primenjivati na Ugovor je zakon države iz koje potiče Ugovarač, izuzev ukoliko Specijalnim Uslovima nije drugačije predviđeno.

The law of the contract shall be the law of the State of the Contracting Authority unless otherwise stated in the Special Conditions.

2.2. U svim slučajevima koji nisu predviđeni ovim Opštim Uslovima primenjivaće se zakon ugovora.

In all matters which are not covered by these General Conditions, the law of the contract shall apply.

2.3. Jezik ugovora i kompletne komunikacije između Izvođača, Ugovarača i Nadzornog organa ili njihovih predstavnika biće kao što je navedeno u Specijalnim uslovima.

The language of the contract and of all communications between the Contractor, Contracting Authority and Supervisor or their representatives shall be as stated in the Special Conditions.

Član / Article 3 – Redosled prioriteta ugovorne dokumentacije / Order of precedence of contract documents

3.1 Redosled prioriteta ugovornih dokumenata definisan je na način naveden u Specijalnim uslovima.

The order of precedence of the contract documents shall be as stated in the Special Conditions.

Član / Article 4 – Komunikacija / Communications

4.1. Ukoliko u Specijalnim uslovima nije drugačije navedeno, komunikacija između Ugovarača i/ili Nadzornog organa sa jedne strane, i Izvođača sa druge strane, biće obavljena putem pošte, telegrama, teleksa, faksa, e-maila ili ličnom isporukom, na odgovarajuće adrese određene od ovih strana u te svrhe.

Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Supervisor on the one hand, and the Contractor on the other hand, shall be sent by post, cable, telex, facsimile transmission, e-mail or personal delivery, to the appropriate addresses designated by those parties for that purpose.

4.2. Ukoliko pošiljaoc traži potvrdu prijema, on takav zahtev mora navesti u svojoj komunikaciji I zahtevaće ovakav dokaz prijema kad god postoji određeni rok za prijem komunikacije. U svakom slučaju, pošiljaoc će preduzeti sve neophodne mere da obezbedi prijem svoje komunikacije.

If the sender requires evidence of receipt, he shall state such requirement in his communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure receipt of his communication.

4.3. Kada god postoji ugovorna odredba koja je vezana za davanje ili objavljivanje bilo kakvog obaveštenja, saglasnosti, odobrenja, potvrde ili odluke, ukoliko nije drugačije navedeno ovakvo obaveštenje, saglasnost,

odobrenje, potvrda ili odluka će biti u pisanoj formi, pri čemu će reći „obavestiti“, „potvrditi“, „odobriti“ ili „odlučiti“ biti na odgovarajući način upotrebljene. Ni jedna ovakva saglasnost, odobrenje, potvrda ili odluka neće biti bezrazložno zadržana ili zakasnela.

Wherever in the contract provision is made for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words 'notify', 'certify', 'approve' or 'decide' shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

Član / Article 5 –Nadzorni organ i predstavnici nadzornog organa / Supervisor and Supervisor's representative

5.1. Nadzorni organ treba da sprovodi obaveze navedene u ugovoru. Izuzev u slučajevima kada je to jasno navedeno ugovorom, Nadzorni organ nema ovlašćenje da Izvođača radova oslobodi neke od njegovih ugovornih obaveza.

The Supervisor shall carry out the duties specified in the contract. Except as expressly stated in the contract, the Supervisor shall not have authority to relieve the Contractor of any of his obligations under the contract.

5.2. Nadzorni organ može, s vremena na vreme, zadržavajući krajnju odgovornost, delegirati predstavniku Nadzornog organa bilo koju od svojih poverenih dužnosti i ovlašćenja i može u bilo koje doba da opozove i ukine takvu odluku. Svaki vid ovakve vrste delegiranja ili opoziva treba da bude u pisanoj formi i neće stupiti na snagu ukoliko kopija odluke nije dostavljena Izvođaču radova. Administrativni nalog koji određuje dužnosti, ovlašćenja i identitet predstavnika Nadzornog organa biće izdat u trenutku izdavanja naloga za započinjanje radova. Uloga predstavnika Nadzornog organa biće da nadgleda i

proverava radove i testira i pregleda materijale koji se koriste i kvalitet izrade. Ni pod kojim uslovima predstavnik Nadzornog organa neće biti ovlašćen da oslobodi Izvođača njegovih ugovornih obaveza, ili – izuzev u slučajevima kada su izričite instrukcije u tom smislu date u daljem tekstu ili u ugovoru – zahtevati izvođenje radova koji će dovesti do produženja perioda realizacije zadataka ili dodatnih troškova koji treba da budu isplaćeni od strane Ugovarača, kao ni uvesti izmene u prirodi ili obimu radova.

The Supervisor may, from time to time, while retaining ultimate responsibility, delegate to the Supervisor's representative any of the duties and authority vested in the Supervisor and he may at any time revoke such delegation or replace the representative. Any such delegation, revocation or replacement shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor. The administrative order which determines the duties, authority and identity of the Supervisor's representative shall be issued at the moment of the commencement order. The role of the Supervisor's representative shall be to supervise and inspect works and to test and examine the materials employed and the quality of workmanship. Under no circumstances will the Supervisor's representative be empowered to relieve the Contractor of its obligations under the contract or – save where express instructions to that effect are given below or in the contract – order works resulting in an extension of the period of implementation of tasks or additional costs to be paid by the Contracting Authority or introduce variants in the nature or scale of the works.

5.3. Svaka komunikacija dostavljena Izvođaču radova od strane predstavnika Nadzornog organa u skladu sa uslovima ovakvog delegiranja imaće isti efekat kao da je data od strane Nadzornog organa, pod uslovom da: a. Propust predstavnika Nadzornog organa da ne odobri bilo kakve radove, material ili mehanizaciju neće dovesti u pitanje ovlašćenje Nadzornog organa da ne odobri takve radove, materijal ili mehanizaciju i da izda uputstva neophodna za popravku istih; b. Nadzorni organ ima potpunu slobodu da poništi ili izmeni sadržaj takve prepiske.

Any communication given by the Supervisor's representative to the Contractor in accordance with the terms of such delegation shall have the same effect as though it had been given by the Supervisor, provided that: (a) any failure on the part of the Supervisor's representative to disapprove any work, materials or plant shall not prejudice the authority of the Supervisor to disapprove such work, materials or plant and to give the instructions necessary for the rectification thereof; (b) the Supervisor shall be at liberty to reverse or vary the contents of such communication.

5.4. Instrukcije i/ili nalozi izdati od strane Nadzornog organa biće u formi administrativnog naloga. Ovakvi nalozi treba da budu datirani, numerisani i zavedeni u Građevinski dnevnik od strane Nadzornog organa, a kopije dostavljene na ruke, ukoliko je to izvodljivo, predstavniku Izvođača radova.

Instructions and/or orders issued by the Supervisor shall be by way of administrative orders. Such orders shall be dated, numbered and entered by the Supervisor in a register, and copies thereof delivered by hand, where appropriate, to the Contractor's representative.

Član / Article 6 –Prenos ugovora / Assignment

6.1 Prenos ugovora će biti važeći jedino u formi pisanog sporazuma kojim Izvođač prenosi svoj ugovor ili neki njegov deo trećoj strani.

An assignment shall be valid only if it is a written agreement by which the Contractor transfers his contract or part thereof to a third party.

6.2 Izvođač neće, bez prethodno dobijene pisane saglasnosti od strane Ugovarača, preneti trećoj strani ugovor ili neki njegov deo, kao ni bilo koju korist ili interes koji iz njega proizilaze, izuzev u sledećim slučajevima: a) naplate, u korist banke Izvođača, za bilo kakvo sadašnje ili buduće novčano zaduženje po ugovoru; ili b) prenos prava Izvođača, na oslobođenje od odgovornosti prema trećem licu, njegovoj osiguravajućoj kući, u situacijama kada osiguravajuća kuća oslobađa Izvođača odgovornosti od gubitka ili duga.

The Contractor may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases: a) a charge, in favour of the Contractor's bankers, of any monies due or to become due under the contract; or b) the assignment to the Contractor's insurers of the Contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the Contractor's loss or liability.

6.3 Odobrenje prenosa ugovora od strane Ugovarača, iz člana 6.2, neće osloboditi Izvođača njegovih ugovornih obaveza za delove ugovora koji su već sprovedeni ili delove koji nisu preneti.

For the purpose of Article 6.2, the approval of an assignment by the Contracting Authority shall not relieve the Contractor of his obligations for the part of the contract already performed or the part not assigned.

6.4 Ukoliko je Izvođač preneo ugovor bez odobrenja, Ugovarač može bez prethodnog zvaničnog obaveštenja primeniti sankcije za kršenje ugovora iz člana 63 i 64.

If the Contractor has assigned his contract without authorisation, the Contracting Authority may, without giving formal notice thereof, apply as of right the sanctions for breach of contract provided for in Article 63 and 64.

6.5 Strana kojoj je ugovor prenet mora zadovoljiti kriterijume podobnosti neophodne za dodelu ugovora i ne može biti ni u jednoj od diskvalifikacionih situacija datih u odeljku 2.3.3 Praktičnog vodiča za ugovorne procedure za eksterne akcije EU.

Assignees must satisfy the eligibility criteria applicable for the award of the contract and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EU external actions.

Član / Article 7 - Podugovaranje / Subcontracting

7.1 Podugovor će biti važeći samo ako je u formi pisanog sporazuma kojim Izvođač poverava sprovođenje dela svojih ugovornih zadataka trećoj strani.

A subcontract shall be valid only if it is a written agreement by which the Contractor entrusts implementation of a part of the tasks to a third party.

7.2 Izvođač radova neće angažovati podizvođače bez prethodne pisane dozvole dobijene od strane Ugovarača. Ugovarač treba da bude obavešten o elementima ugovora koji se dodeljuju podizvođaču i o identitetu podizvođača. Ugovarač će, uz poštovanje odredbi člana 4.3, u roku od 30 dana od prijema ovog obaveštenja izvestiti Izvođača o svojoj odluci, navodeći svoje razloge u slučaju da dozvola nije data.

The Contractor shall not subcontract without the prior written authorization of the Contracting Authority. The work to be sub-contracted and the identity of the subcontractors shall be notified to the Contracting Authority. The Contracting Authority shall with due regard to the provisions of Article 4.3 within 30 days of receipt of the notification, notify the Contractor of his decision, stating reasons should he withhold such authorization.

7.3 Podizvođači moraju zadovoljiti kriterijume podobnosti neophodne za dodelu ugovora i ne smeju biti ni u jednoj od diskvalifikacionih situacija datih u odeljku 2.3.3. Praktičnog vodiča za ugovorne procedure za eksterne akcije EU.

Subcontractors must satisfy the eligibility criteria applicable for the award of the contract and they can not be in any of the situations excluding them from participating in contracts which are listed in Section 2.3.3 of the Practical Guide to contract procedure for EU external actions.

7.4 U skladu sa članom 52, Ugovarač neće imati nikakve ugovorne odnose sa podizvođačima.

Subject to Article 52, the Contracting Authority shall have no contractual relations with the subcontractors.

7.5 Izvođač radova će biti odgovoran za delovanje, neispunjavanje obaveza i nemar svojih podizvođača i njihovih zastupnika i zaposlenih, na isti način kao da su dela, neispunjavanje obaveza i nemar samog Izvođača, njegovih zastupnika ili zaposlenih. Odobrenje dato od strane Ugovarača za angažovanje podizvođača za bilo koji deo ugovora ili izvođenje bilo koje vrste radova od strane podizvođača neće osloboditi Izvođača radova od njegovih obaveza po ugovoru.

The Contractor shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Contractor, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the works shall not relieve the Contractor of any of his obligations under the contract.

7.6 U slučaju da je podizvođač prihvatio produženu obavezu koja prevazilazi period garantnog roka određenog ugovorom, u smislu izvedenih radova ili robe, materijala, inventara ili usluga obezbeđenih od strane podizvođača, Izvođač će odmah nakon isteka garantnog perioda Ugovaraču preneti, na njegov zahtev i o njegovom trošku, korist ostvarenu ovakvom obavezom u toku njenog preostalog trajanja.

If a subcontractor has undertaken any continuing obligation extending for a period exceeding that of the warranty period under the contract towards the Contractor in respect of the works executed or the goods, materials, plant or services supplied by the subcontractor, the Contractor shall, at any time after the expiration of the warranty period, transfer immediately to the Contracting Authority, at the Contracting Authority's request and cost, the benefit of such obligation for the unexpired duration thereof.

7.7 Ukoliko Izvođač radova angažuje podizvođača bez prethodno pribavljene dozvole, Ugovarač može, bez zvaničnog obaveštenja, odmah primeniti sankcije za kršenje ugovora objašnjene u članovima 63 i 64.

If the Contractor enters into a subcontract without approval, the Contracting Authority may apply, as of right without giving formal notice thereof, the sanctions for breach of contract provided for in Articles 63 and 64.

7.8 Ukoliko Ugovarač ili Nadzorni organ utvrde da je podizvođač nesposoban za izvršenje svojih dužnosti, Ugovarač ili Nadzorni organ mogu odmah zahtevati od Izvođača da obezbedi kvalifikovanog i podizvođača sa iskustvom kao prihvatljivom zamenom za Ugovarača, ili da nastavi sa realizacijom zadataka samostalno.

If a subcontractor is found by the Contracting Authority or the Supervisor to be incompetent in discharging its duties, the Contracting Authority or the Supervisor may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

OBAVEZE UGOVARAČA / OBLIGATIONS OF THE CONTRACTING AUTHORITY

Član / Article 8 – Obezbeđivanje dokumentacije / Supply of documents

8.1 Izuzev u slučajevima kada je u Specijalnim Uslovima drugačije navedeno, Nadzorni organ će Izvođaču bez naknade obezbediti kopiju crteža pripremljenih za realizaciju zadataka, kao i dve kopije specifikacija i ostalih ugovornih dokumenata, u roku od 30 dana od potpisivanja ugovora. Izvođač radova može kupiti dodatne kopije ovih crteža, specifikacija, i ostale dokumentacije, pod uslovom da su na raspolaganju. Nakon završnog tehničkog prijema Izvođač radova će vratiti Nadzornom organu sve crteže, specifikacije i ostalu ugovornu dokumentaciju.

Save where otherwise provided in the Special Conditions, within 30 days of the signing of the contract, the Supervisor shall provide to the Contractor, free of charge, a copy of the drawings prepared for the implementation of tasks as well as two copies of the specifications and other contract documents. The Contractor may purchase additional copies of these drawings, specifications and other documents, insofar as they are available. Upon the final acceptance, the Contractor shall return to the Supervisor all drawings, specifications and other contract documents.

8.2 Ukoliko to ugovor ne zahteva, planovi, specifikacije i ostala ugovorna dokumentacija koju je Ugovarač dostavio Izvođaču radova, neće biti korišćena i preneti trećoj strani bez prethodne saglasnosti Ugovarača.

Unless it is necessary for the purposes of the contract, the drawings, specifications and other documents provided by the Contracting Authority shall not be used or communicated to a third party by the Contractor without the prior consent of the Contractor.

8.3 Nadzorni organ će imati ovlašćenje da izda Izvođaču radova administrativni nalog za dodatnu dokumentaciju i uputstva koja su neophodna za pravilno izvršenje ugovora ili sanaciju eventualno nastalih oštećenja.

The Supervisor shall have authority to issue to the Contractor administrative orders incorporating such supplementary documents and instructions as are necessary for the proper execution of the contract and the remedying of any defects therein.

Član / Article 9 – Prilaz gradilištu / Access to site

9.1 Ugovarač treba da u dogledno vreme i u skladu sa napretkom radova, postavi gradilište i osposobi prilaz Izvođaču radova u skladu sa programom realizacije zadataka navedenim u ovim Opštim Uslovima. Izvođač radova treba da omogući ostalim osobama koje su uključene u realizaciju priliku da izvedu svoje radove, kao što je opisano Specijalnim Uslovima ili kako je traženo administrativnim nalogom.

The Contracting Authority shall, in due time and in conformity with the progress of the works, place the site and access thereto at the disposal of the Contractor in accordance with the programme of implementation of tasks referred to in these General Conditions. The Contractor shall afford all reasonable opportunities to other persons concerned for carrying out their work as set out in the Special Conditions or as required by administrative orders.

9.2 Zemljište koje je Ugovarač obezbedio Izvođaču radova ne sme biti korišćeno od strane Izvođača radova u bilo koje druge svrhe osim onih predviđenih ugovorom.

Any land procured for the Contractor by the Contracting Authority shall not be used by the Contractor for purposes other than the implementation of tasks.

9.3 Izvođač radova mora da, tokom korišćenja, održava u dobrom stanju sve objekte i prostorije koji su mu stavljeni na raspolaganje. Izvođač će, ako to zahtevaju Ugovarač ili Nadzorni organ, vratiti prostorije u prvobitno stanje po završetku ugovora, uzimajući u obzir normalnu tekuću amortizaciju.

The Contractor shall preserve any premises placed at his disposal in a good state while he is in occupation and shall, if so required by the Contracting Authority or the Supervisor, restore them to their original state on completion of the contract, taking into account normal wear and tear.

9.4 Izvođač radova neće dobiti nikakvu naknadu za radove na unapređenju uslova koje je izveo na svoju inicijativu.

The Contractor shall not be entitled to any payment for improvements resulting from work carried out on his own initiative.

Član / Article 10 – Pomoć u vezi lokalnih regulativa / Assistance with local regulations

10.1 Izvođač radova može tražiti pomoć Ugovarača u pogledu pribavljanja kopija zakona, regulative i informacija o lokalnim običajima, zahtevima ili pravilnicima zemlje u kojoj se radovi izvode, a koji mogu uticati na Izvođača u smislu izvršenja njegovih ugovornih obaveza. Ugovarač može Izvođaču obezbediti traženu pomoć na njegov trošak.

The Contractor may request the assistance of the Contracting Authority in obtaining copies of laws, regulations and information on local customs, orders or by-laws of the country where the works are located, which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor's cost.

10.2 Pod uslovima odredbi zakona i regulative o zapošljavanju strane radne snage države u kojima se izvode radovi, Ugovarač će učiniti sav moguć napor potreban da omogući Izvođaču dobijanje svih potrebnih viza i dozvola, uključujući dozvole za rad i boravak za osoblje čije usluge Ugovarač i Izvođač smatraju neophodnim, kao i boravišne dozvole za njihove porodice.

Subject to the provisions of the laws and regulations on foreign labour of the State in which the works are to be carried out, the Contracting Authority shall make all efforts necessary to facilitate the procurement by the Contractor of all required visas and permits, including work and residence permits, for the personnel whose services the Contractor and the Contracting Authority consider necessary as well as residence permits for their families. .

Član / Article 11 – Zakasnela plaćanja osoblju Izvođača / Delayed payments to the Contractor's staff

U slučajevima zakasnelog plaćanja dnevnica i plata osoblju Izvođača, kao i naknada i doprinosa definisanih zakonom države u kojoj se izvode radovi, Ugovarač može Izvođača obavestiti da u roku od 15 dana od datuma tog obaveštenja namerava da direktno isplati ovakve dnevnice, plate, naknade i doprinose. Ukoliko Izvođač osporava osnov za ovakva plaćanja, on će u roku od ovih 15 dana Ugovaraču dostaviti dopis u kome će navesti razloge. Ukoliko je Ugovarač, razmotrivši ovakav dopis, mišljenja da isplata dnevnica i plata treba da bude obavljena, može platiti ovakve dnevnice, plate, naknade i doprinose iz sume koju treba da isplati Izvođaču. Ukoliko ovo nije moguće, može iz bilo koje garancije obezbeđene u okviru ovih Opštih Uslova povući odgovarajuća sredstva. Bilo koja aktivnost preduzeta od strane Ugovarača po ovom članu ne oslobađa Izvođača obaveza prema svojim zaposlenima, izuzev u meri u kojoj je deo obaveza regulisan ovakvim aktivnostima. Ugovarač ovakvim postupanjem neće preuzeti nikakvu odgovornost za Izvođačeve zaposlene.

Where there is a delay in the payment to the Contractor's employees of wages and salaries owing and of the allowances and contributions laid down by the law of the State in which the works are located, the Contracting Authority may give notice to the Contractor that within 15 days of the notice he intends to pay such wages, salaries, allowances and contributions direct. Should the Contractor contest that such payments are due, he shall make representations to the Contracting Authority with reasons, within the 15 day period. If the Contracting Authority, having considered such representations, is of the opinion that payment of the wages and salaries should be made, it may pay such wages, salaries, allowances and contributions out of

amounts due to the Contractor. Failing this, he may obtain a contribution under any of the guarantees provided for in these General Conditions. Any action taken by the Contracting Authority under this Article shall not relieve the Contractor of his obligations to his employees, except to the extent that any obligation may be satisfied by this action. The Contracting Authority shall not assume any responsibility towards the Contractor's employees by this action.

OBAVEZE IZVOĐAČA RADOVA / OBLIGATIONS OF THE CONTRACTOR

Član / Article 12 – Opšte obaveze / General obligations

12.1 Izvođač radova će sa dužnom brižnošću i marljivošću, i u skladu sa odredbama ugovora, izvesti radove u opsegu utvrđenom u ugovoru, i realizovati, završiti i otkloniti sve defekte nastale u toku rada. Izvođač radova treba da obezbedi šefa gradilišta, kadar, materijal, inventar, opremu i sve ostale stvari, bilo privremene ili stalne prirode, neophodne za pripremu, izvođenje i završetak radova i za otklanjanje svih defekata kao što je precizirano, ili može biti logično zaključeno iz ugovora.

The Contractor shall, with due care and diligence, and in accordance with the provisions of the contract, design the works to the extent stated in the contract, and execute, complete and remedy any defects in the works. The Contractor shall provide all superintendence, personnel, materials, plant, equipment and all other items, whether of a temporary or permanent nature required in and for such design, execution, completion and remedying of any defects, insofar as specified in, or can be reasonably inferred from, the contract.

12.2 Izvođač radova treba da preuzme potpunu odgovornost za adekvatnost, stabilnost i bezbednost radova i metoda građenja po ovom ugovoru.

The Contractor shall take full responsibility for the adequacy, stability and safety of all operations and methods of construction under the contract.

12.3 Izvođač radova mora da se u potpunosti pridržava svih administrativnih naloga koji su mu izdati. Kada Izvođač radova smatra da su potraživanja administrativnog naloga prevazišla ovlašćenja Nadzornog organa ili obim ugovora, on će o tome, imajući u vidu vremenska ograničenja, obavestiti Nadzorni organ i izneti svoje razloge, u roku od 30 dana od prijema takvog naloga. Izvršenje administrativnog naloga neće biti obustavljeno zbog ovog obaveštenja.

The Contractor shall comply with any administrative orders given to him. Where the Contractor considers that the requirements of an administrative order go beyond the authority of the Supervisor or of the scope of the contract he shall, on pain of being timebarred, give notice, with reasons, to the Supervisor within 30 days after receipt thereof. Execution of administrative order shall not be suspended because of this notice.

12.4 Izvođač radova mora da poštuje i da se pridržava zakona i svih pravosnažnih regulative države Ugovarača i treba da se postara da njegovi zaposleni, njihovi pratioci i njegovi lokalno zaposleni radnici isto tako poštuju i pridržavaju se svih takvih zakona i regulativa. Izvođač radova treba da osigura Ugovornu stranu od bilo koje tužbe i rasprave koja proistekne iz prekršaja važećih zakona i regulativa načinjenih od strane Izvođača radova, njegovih zaposlenih ili njihovih pratilaca.

The Contractor shall respect and abide by all laws and regulations in force in the State of the Contracting Authority and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations. The Contractor shall indemnify the Contracting Authority against any claims and proceedings arising from any infringement by the Contractor, his employees and their dependants of such laws and regulations.

12.5 Ukoliko Izvođač radova ili bilo koji od njegovih podizvođača, agenata ili pružalaca usluga ponudi ili se složi da treba da ponudi, ili pruži bilo kojoj osobi mito, poklon, nagradu, napojnicu ili komisionu nagradu kao podsticaj ili nagradu za učinjeno ili obavljeno, a u vezi je sa ovim ugovorom ili bilo kojim drugim ugovorom sklopljenim sa Ugovaračem; takođe za davanje prednosti ili stavljanje u nepovoljan položaj bilo kojoj osobi u vezi ovog ili bilo kog drugog ugovora sklopljenog sa Ugovaračem, Ugovarač može, bez obzira na bilo koja stečena prava Izvođača po osnovu ovog ugovora, raskinuti ugovor u skladu sa važećim odredbama članova 63 i 64.

If the Contractor or any of his sub-contractors, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the contract or any other contract with the Contracting Authority; or for showing favour or disfavour to any person in relation to the contract or any other contract with the Contracting Authority, then the Contracting Authority may, without prejudice to any accrued rights of the Contractor under the contract, terminate the contract in which case the provisions of Articles 63 and 64 hereof shall apply.

12.6 Izvođač radova treba da tretira sva dokumenta i primljene informacije u vezi sa ugovorom kao strogo poverljive i neće, izuzev ukoliko to nije neophodno za izvršenje ugovora, objaviti ili razotkriti ni jednu pojedinost ugovora pre prethodno dobijene pisane saglasnosti od strane Ugovarača ili Nadzornog organa koji

se prethodno konsultovao sa Ugovaračem. Ako nastane bilo koji nesporazum u pogledu objavljivanja ili otkrivanja informacija u vezi ugovora, odluka koju donese Ugovarač smatraće se finalnom.

The Contractor shall treat all documents and information received in connection with the contract as private and confidential, and shall not, save insofar as may be necessary for the purposes of the execution thereof, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority or the Supervisor after consultation with the Contracting Authority. If any disagreement arises as to the necessity for any publication or disclosure for the purpose of the contract, the decision of the Contracting Authority shall be final.

12.7 Ukoliko Izvođač radova predstavlja zajedničko ulaganje ili konzorcijum dve ili više osoba, sve ovakve osobe treba da budu zajednički i lično odgovorne za ispunjenje uslova ugovora u skladu sa zakonskim regulativama Republike Srbije i na zahtev Ugovarača će odrediti jednu osobu koja će preuzeti ulogu vođe sa ovlašćenjima koja obavezuju zajedničko ulaganje ili konzorcijum. Sastav ili formiranje zajedničkog ulaganja ili konzorcijuma neće biti izmenjeni pre prethodne pisane saglasnosti Ugovarača.

If the Contractor is a joint venture or consortium of two or more persons, all such persons shall be jointly and severally bound to fulfil the terms of the contract according to the law of the State of the Contracting Authority and shall, at the request of the Contracting Authority, designate one of such persons to act as leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Contracting Authority.

12.8 Izuzev u slučajevima kada Evropska komisija zahteva ili se složi drugačije, Izvođač će preuzeti neophodne mere da obezbedi publicitet finansiranja ili sufinansiranja Evropske unije, u skladu sa pravilima objavljenim od strane Komisije u pogledu publiciteta eksternih operacija.

Save where the European Commission requests or agrees otherwise, the Contractor shall take the necessary measures to ensure the visibility of the European Union financing or cofinancing as laid down in the rules published by the Commission on the visibility of external operations.

12.9 Izvođač će poštovati međunarodno prihvaćene osnovne standarde rada, to jest standarde rada Međunarodne organizacije rada, konvencije o slobodi udruživanja i kolektivnih ugovora, eliminacije prinudnog ili obaveznog rada, eliminacije diskriminacije u pogledu zaposlenja i profesije i ukidanja dečjeg rada.

The Contractor shall respect internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

12.10 Sprovođenje ugovora neće rezultirati neobičajenim komercijalnim troškovima. Ukoliko se takvi neuobičajeni komercijalni troškovi pojave, ugovor će biti raskinut. Neuobičajeni komercijalni troškovi su provizije koje nisu spomenute u ugovoru ili one koje ne proizilaze iz pravilno zaključenog ugovora, provizije koje nisu plaćene za stvarne i legitimne usluge, provizije plaćene primaocu koji nije jasno identifikovan ili provizije plaćene kompaniji koja deluje kao kompanija paravan.

The execution of the contract shall not give rise to unusual commercial expenses. If such unusual commercial expenses emerge, the contract will be terminated. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

12.11 Sva evidencija treba da bude čuvana u periodu od 7 godina od momenta poslednjeg plaćanja izvršenog pod ovim ugovorom. Nemogućnost da se evidencija sačuva predstavlja kršenje ugovora i može da dovede do raskida ugovora.

Any records must be kept for a 7-year period after the final payment made under the contract. Failure to maintain such records constitutes a breach of contract and may result in the termination of the contract.

Član / Article 12a – Projektni i građevinski ugovori / Design and build contracts

Jedino u slučaju ugovora o projektovanju i gradnji, Izvođač će sprovesti i preuzeti odgovornost za projektovanje radova uz pomoć iskusnih projektanata i uz zadovoljenje kriterijuma postavljenih od strane Ugovarača. On će pripremiti traženu tehničku dokumentaciju u skladu sa odredbama Specijalnih uslova i tehničkim specifikacijama. Ova dokumenta moraju biti predana Nadzornom organu na odobrenje, u skladu sa Specijalnim uslovima, i mogu biti ispravljena o trošku Izvođača kako bi zadovoljila ugovorne zahteve Ugovarača i eliminisala greške, propuste, nejasnoće, nekonzistentnosti i ostale defekte nacрта. Izvođač će obučiti osoblje Ugovarača i predati i ažurirati set detaljne dokumentacij i priručnika za rad i održavanje, u skladu sa Specijalnim uslovima.

For design and build contracts only, the Contractor shall carry out, and assume responsibility for, the design of the works with the help of experienced designers satisfying the criteria laid down by the Contracting Authority. He shall draw up the requisite technical documents according to the provisions laid down in the Special Conditions and technical specifications. These documents must be submitted to the Supervisor for approval, in accordance with the Special Conditions, and may be corrected at the Contractor's expense to satisfy the Contracting Authority's contractual requirements and eliminate errors, omissions, ambiguities, inconsistencies and other drafting defects. The Contractor shall train the Contracting Authority's personnel and deliver and update the set of detailed documents and operating and maintenance manuals, in accordance with the Special Conditions.

Član / Article 13 - Šef gradilišta / Superintendence of the works

13.1 Izvođač radova će sam nadgledati radove ili odrediti šefa gradilišta (predstavnik Izvođača radova) koji će obavljati tu dužnost. Odluka o postavljanju šefa gradilišta mora biti predata Nadzornom organu na odobrenje. Ovo odobrenje može u bilo koje vreme biti povučeno. Ukoliko Nadzorni organ odbije da odobri, ili povuče dato odobrenje za postavljanje šefa gradilišta, on će objasniti razloge svoje odluke, a Izvođač će bez odlaganja predati novu odluku o alternativnom šefu gradilišta. Nadzorni organ komunicira sa Izvođačem preko Šefa gradilišta koji se smatra zvaničnim predstavnikom Izvođača

The Contractor shall himself superintend the works or shall appoint a representative to do so. Such appointment shall be submitted to the Supervisor for approval. The approval may at any time be withdrawn. Should the Supervisor refuse to approve, or withdraw approval of the appointment, he shall set out the grounds on which his decision is based, and the Contractor shall submit an alternative appointment without delay. The address of the Contractor's representative shall be deemed to be the address for service given by the Contractor.

13.2 Ukoliko Nadzorni organ povuče svoje odobrenje za predstavnik Izvođača radova, Izvođač će, čim to bude izvodljivo, nakon prijema obaveštenja o povlačenju odobrenja ukloniti predstavnika sa mesta izvođenja radova i zameniti ga drugim predstavnikom koji je odobren od strane Nadzornog organa.

If the Supervisor withdraws his approval of the Contractor's representative, the Contractor shall, as soon as is practicable, after receiving notice of such withdrawal, remove the representative from the works and replace him with another representative approved by the Supervisor.

13.3 Predstavnik Izvođača radova će imati potpunu odgovornost i sva ovlašćenja da donese bilo koju odluku neophodnu za izvođenje radova, da prima i izvršava administrativne naloge i da potpiše Građevinski dnevnik naveden u članu 39 ili prilogu, gde je to izvodljivo. U svakom slučaju, Izvođač radova će biti odgovoran da obezbedi zadovoljavajući kvalitet izvedenih radova, kao i da osigura da su specifikacije i administrativni nalozi dosledno ispoštovani od strane njegovih zaposlenih kao i njegovih podizvođača i njihovih radnika.

The Contractor's representative shall have full authority to make any decision necessary for the execution of the works, to receive and carry out administrative orders and to countersign the work register referred to in Article 39 or attachment, where appropriate. In any event, the Contractor shall be responsible for ensuring that the works are carried out satisfactorily including ensuring that the specifications and administrative orders are adhered to by his own employees and by his sub-contractors and their employees.

Član / Article 14 – Osoblje / Staff

14.1 Osoblje koje zapošljava Izvođač mora biti zadovoljavajuće u pogledu broja i omogućavati optimalnu upotrebu ljudskih resursa države u kojoj se radovi izvode. Ovakvi zaposleni moraju imati veštine i iskustvo neophodno da se obezbedi odgovarajući napredak i zadovoljavajuće izvršenje radova. Izvođač će momentalno zameniti sve zaposlene koje je u dopisu naveo Nadzorni organ kao one za koje je verovatno da će ugroziti zadovoljavajuće izvođenje radova, navodeći svoje razloge za to.

The persons employed by the Contractor must be sufficient in number, and permit the optimum use of the human resources of the State in which the works are located. Such employees must have the skills and experience necessary to ensure due progress and satisfactory execution of the works. The Contractor shall immediately replace all employees indicated by the Supervisor, in a letter stating reasons, as likely to jeopardize the satisfactory execution of the works.

14.2 Izvođač će samostalno sprovesti aranžmane za angažovanje svog osoblja i radne snage. Stope nadoknade i opšti uslovi rada, na način definisan zakonima države Ugovarača, će predstavljati minimum uslova za zaposlene na gradilištu.

The Contractor shall make his own arrangements for the engagement of all staff and labour. The rates of remuneration and the general working conditions, as laid down by the law of the State of the Contracting Authority, shall apply as a minimum to employees on the site.

Član / Article 15 – Izvršna garancije / Performance guarantee

15.1 Ukoliko u Specijalnim uslovima nije drugačije navedeno, Izvođač će uz potpisan ugovor Ugovaraču dostaviti i garanciju za potpunu i pravilnu realizaciju ugovora. Vrednost garancije biće usklađena sa navodima iz Specijalnih uslova, a u rasponu od 5 do 10% vrednosti ugovora, uključujući sve sume navedene u aneksima ugovora.

Unless otherwise specified in the Special Condition, the Contractor shall, together with the return of the countersigned contract, furnish to the Contracting Authority a guarantee for the full and proper performance of the contract. The amount of the guarantee shall be as specified in the Special Conditions and shall be in the range of 5 and 10% of the amount of the contract price including any amounts stipulated in addenda to the contract.

15.2 Izvršna garancija će biti zadržana u svrhu plaćanja Ugovaraču po osnovu bilo kojeg vida gubitka koji je uzrokovan nemogućnošću Izvođača radova da u potpunosti i na odgovarajući način ispuni svoje ugovorne obaveze.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to fully and properly perform his obligations under the contract.

15.3 Obrazac Izvršne garancije će biti u formatu datom u ugovoru i može biti u vidu bankovne garancije, bankarske menice, overenog čeka, menice od strane osiguravajuće i/ili garantne kompanije ili neopozivog kreditnog pisma u korist Ugovarača. Ukoliko se obrazac Izvršne garancije izdaje u vidu bankarske garancije, bankovnog čeka, bankarske menice, overenog čeka ili polise, treba da bude izdata od strane banke ili osiguravajućeg društva i/ili garantne kompanije odobrene od strane Ugovarača.

The performance guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the performance guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority.

15.4 Ukoliko u Specijalnim uslovima nije drugačije navedeno, izvršna garancija će biti data u vrsti i proporciji valuta u kojima je plativ originalni ugovor.

Unless stated otherwise in the Special Conditions, the performance guarantee shall be denominated in the types and proportions of currencies in which the original contract is payable.

15.5 Nikakve uplate na račun Izvođača radova neće biti izvršene pre prijema Izvršne garancije. Obrazac Izvršne garancije treba da ostane validan do trenutka potpunog i ispravnog izvršenja ugovora.

No payments shall be made in favour of the Contractor prior to the provision of the guarantee. The guarantee shall continue to remain valid until the contract has been fully and properly implemented.

15.6 U slučaju da u toku izvršenja ugovornih obaveza, fizičko ili pravno lice koje je izdalo izvršnu garanciju nije u mogućnosti da ispuni tu svoju obavezu, garancija će prestati da važi. Ugovarač će Izvođaču dati zvanično obaveštenje da obezbedi novu garanciju, pod istim uslovima kao i prethodnu. Ukoliko Izvođač radova ne obezbedi novu garanciju, Ugovarač može raskinuti ugovor.

During the performance of the contract, if the natural or legal person providing the guarantee is not able to abide by his commitments, the guarantee shall cease to be valid. The Contracting Authority shall give formal notice to the Contractor to provide a new guarantee on the same terms as the previous one. Should the Contractor fail to provide a new guarantee, the Contracting Authority may terminate the contract.

15.7 Ugovarač će zahtevati isplatu novčane sume obezbedene garancijom i to u visini iznosa za koji je davalac garancije u obavezi pod garancijom, a usled prekršaja ugovora od strane Izvođača, u skladu sa uslovima garancije i do zagarantovane sume. Davalac garancije je u obavezi da bez odlaganja plati ove iznose na zahtev Ugovarača, bez prava ikakvih primedbi iz bilo kojih razloga. Pre bilo kakvih potraživanja po pitanju Izvršne garancije, Ugovarač će obavestiti Izvođača o prirodi prekršaja na osnovu koga se vrši potraživanje.

The Contracting Authority shall demand payment from the guarantee of all sums for which the guarantor is liable under the guarantee due to the Contractor's default under the contract, in accordance with the terms of the guarantee and up to the value thereof. The guarantor shall, without delay, pay those sums upon demand from the Contracting Authority and may not raise any objection for any reason whatsoever. Prior to making any claim under the performance guarantee, the Contracting Authority shall notify the Contractor stating the nature of the default in respect of which the claim is to be made.

15.8 Ukoliko odredbama ugovora nije drugačije naznačeno, Izvršna garancija će biti oslobođena u roku od 45 dana od dana izdavanja potpisanog finalnog izvoda, opisanog u članu 51, u punom iznosu, izuzev iznosa koji su pod procedurom prijateljskog rešavanja spora, arbitražom ili sudskim sporom.

Unless the contract provides otherwise the performance guarantee shall be released within 45 days of the issuing of the signed final statement of account referred to in Article 51, for its total amount except for amounts which are the subject of amicable settlement, arbitration or litigation.

Član / Article 16 – Osiguranje / Insurance

16.1. Izvođač radova treba da obezbedi osiguranje zajednički u svoje ime i u ime Ugovarača protiv bilo koje vrste gubitka ili oštećenja za koje je odgovoran u toku izvođenja ugovora. Ukoliko Specijalnim uslovima nije drugačije predviđeno, ovakva vrsta osiguranja treba da pokriva sledeće: a) radove, zajedno sa materijalom i inventarom za ugradnju, do visine troškova potpune zamene, protiv svih gubitaka ili oštećenja iz bilo kojih razloga izuzev delovanja Više sile ili rizika koji se po ugovoru može pripisati Ugovaraču; b) dodatnu sumu od 15% troškova takve zamene, ili drugačije ako je tako navedeno u Specijalnim uslovima, koja pokriva sve dodatne direktne ili indirektne troškove za nadoknađivanje gubitka ili štete, uključujući i profesionalne honorare i troškove rušenja ili uklanjanja bilo kog dela radova ili ruševina bilo koje prirode; (c) opremu Izvođača radova i ostalu opremu koju je Izvođač radova doneo na gradilište za svotu dovoljnu za njihovu zamenu na gradilištu.

The Contractor shall insure in the joint names of the Contracting Authority and himself against loss or damage for which he is liable under the contract. Such insurance shall, unless the Special Conditions provide otherwise, cover: (a) the works, together with materials and plant for incorporation therein, to the full replacement cost against all loss or damage from whatever cause arising other than from force majeure or risks attributable under the contract to the Contracting Authority; (b) an additional sum of 15% of such replacement cost, or as may be specified in the Special Conditions, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the works and of removing debris of whatever nature; (c) the Contractor's equipment and other things brought onto the site by the Contractor, for a sum sufficient to provide their replacement at the site

16.2. Izvođač radova može da zameni polisom osiguranja navedenu u članu 16.1 globalnom polisom osiguranja koja pokriva, između ostalog, elemente člana 16.1 (a), (b) i (c). U takvom slučaju, Izvođač radova mora da obavesti osiguravajuću kuću o interesima Ugovarača.

The Contractor may substitute the insurance provided for in Article 16.1 by a global policy of insurance which covers, inter alia, the elements of Article 16.1 (a), (b) and (c). In such case, the Contractor shall notify the insurer of the Contracting Authority's Interest.

16.3. Izvođač radova mora da obezbedi polisom osiguranja koja pokriva njegovu odgovornost za industrijske nesreće i građanske odgovornosti prema svim osobama koje zapošljava na izvođenju radova, prema Ugovaraču i svim zaposlenima Ugovarača, koje mogu nastati kao rezultat izvođenja radova. Ovakva odgovornost će biti neograničena u slučaju ličnih povreda.

The Contractor shall take out insurance covering his liability with regard to industrial accidents and civil liabilities to any person employed by him on the works, to the Contracting Authority and any employee of that authority, arising from the execution of the works. Such liability shall be unlimited in the case of personal injuries.

16.4. Izvođač radova treba da obezbedi polisom osiguranja koja pokriva odgovornost za rizike I građansku odgovornost nastalu kao rezultat njegovog propusta, propusta njegovih pravnih sledbenika ili agenata. Iznos osiguranja u ovakvim slučajevima će biti minimalno onaj naveden u Specijalnim uslovima. Izvođač radova mora da se postara da svi njegovi podizvođači obezbede slične vrste polisa osiguranja.

The Contractor shall take out insurance covering liability with regard to risks and civil liability resulting from an act or omission attributed to him, to his legal successors or agents. Such insurance shall be for at least the amount stated in the Special Conditions. Furthermore, he shall ensure that all his sub-contractors have taken out a similar insurance.

16.5. Sve vrste osiguranja koje su navedene u ovom članu treba da se obezbede u roku od 30 dana od obaveštenja o dodeli Ugovora i treba da se podnesu na odobrenje Ugovaraču. Ovakve polise osiguranja treba važiće od trenutka početka radova i biće na snazi do finalnog prihvatanja radova. Izvođač radova će Ugovaraču na njegov zahtev, ili zahtev Nadzornog organa, bez odlaganja dati na uvid polisom osiguranja i obezbediti dokaz o redovnim uplatama premija osiguranja.

All the insurance referred to in this Article shall be taken out within 30 days of the notification of the award of the contract, and shall be subject to approval by the Contracting Authority. Such insurance shall take effect from the commencement of the works and remain in force until final acceptance of the works. The Contractor shall produce to the Contracting Authority the insurance policy and shall furnish proof of regular payment of premiums without delay whenever he is required to do so by the Contracting Authority or the Supervisor.

16.6. I pored obaveze Izvođača da obezbedi osiguranje u skladu sa članom 16, Izvođač će biti jedini odgovoran i obezbediće Ugovarača i Nadzorni organ protiv svih zahteva trećih strana na ime štete na imovini ili ličnih povreda proisteklih iz izvođenja radova od strane Ugovarača, njegovih podizvođača i zaposlenih koji imaju bilo kakve veze sa izvođenjem radova.

Notwithstanding the obligations of the Contractor to insure in accordance with Article 16, the Contractor shall be solely liable and shall indemnify the Contracting Authority and the Supervisor against any claims for damage to property or personal injuries arising from the execution of the works by the Contractor, his sub-contractors and employees in connection with the works.

Član / Article 17 - Program realizacije zadataka (dinamički plan)/ Programme of implementation of tasks

17.1. Kompletirajući program rada dat kao deo ponude, Izvođač će u roku od 30 dana od dana prijema obaveštenja o dodeli ugovora dostaviti Nadzornom organu program realizacije zadataka, raščlanjen po aktivnostima i mesecima, a uključujući sledeće informacije a) redosled kojim Izvođač radova predlaže izvođenje radova; b) vremenske termine u okviru kojih je potrebno predati i odobriti crteže; c) organizacionu šemu koja sadrži imena, kvalifikacije i radne biografije personala odgovornog za gradilište; d) opšti opis metoda kojima Izvođač predlaže da sprovede radove, uključujući njihov redosled, po mesecima i prirodi posla; e) plan za postavljanje i organizaciju gradilišta I f) ostale detalje i informacije koje Nadzorni organ može sa razlogom zahtevati.

Completing the work programme given as part of the offer, the Contractor shall within 30 days of receipt of the notification of the award of contract provide the Supervisor with a programme of implementation of the tasks, broken down by activity and by month and include the following information: (a) the order in which the Contractor proposes to carry out the works; (b) the time limits within which submission and approval of the drawings are required; (c) an organization chart containing the names, qualifications and curricula vitae of the staff responsible for the site, (d) a general description of the method including the sequence, by month and by nature which the Contractor proposes to carry out the works; (e) a plan for the setting out and organization of the site, and (f) such further details and information as the Supervisor may reasonably require.

17.2. Nadzorni organ će vratiti ova dokumenta Izvođaču sa svojim odobrenjem ili svim relevantnim komentarima u okviru 10 dana od njihovog prijema, izuzev u slučajevima kada Nadzorni organ, u okviru pomenutih 10 dana, obavesti Izvođača da želi da organizuje sastanak sa njim. Odobrenje programa od strane Nadzornog organa neće osloboditi Izvođača bilo koje njegove obaveze po ugovoru.

The Supervisor shall return these documents to the Contractor with his approval or any relevant remarks within ten days of receipt, save where the Supervisor, within those ten days, notifies the Contractor of his wish for a meeting. The approval of the programme by the Supervisor shall not relieve the Contractor from any of his obligations under the contract.

17.3. Nikakve materijalne izmene programa izvođenja radova (dinamičkog plana) ne smeju biti načinjene bez odobrenja Nadzornog organa. Ukoliko se ipak desi da se napredovanje radova ne poklapa sa dinamičkim planom, Nadzorni organ može izdati naredbu Izvođaču da isti ispravi i tako ispravljen plan dostavi na odobrenje.

No material alteration to the programme shall be made without the approval of the supervisor. If, however, the progress of the works does not conform to the programme, the Supervisor may instruct the Contractor to revise the programme and submit the revised programme to him for approval.

Član / Article 18 – Detaljan pregled cena / Detailed breakdown of prices

18.1 Ukoliko nije dat u njegovom tenderu i u situacijama kada se pokaže kao neophodno u svrhe realizacije ugovora, Izvođač radova će obezbediti detaljan pregled cena i stopa u roku od ne više od 20 dana nakon izdatog obrazloženog zahteva Nadzornog organa.

If not provided in his tender and where necessary for the purposes of the contract, the Contractor shall provide a detailed breakdown of his rates and prices within no more than 20 days following the Supervisor's reasoned request.

18.2 U roku od 30 dana od datuma obaveštenja o dodeli ugovora, Izvođač radova će obezbediti Nadzornom organu, samo radi njegove informacije, detaljnu procenu toka gotovine, u kvartalnim periodima, za sva plaćanja koja dospevaju Izvođaču u okviru ugovora. Na zahtev Nadzornog organa, Izvođač radova će u narednim periodima dostavljati revidirane kvartalne procene toka gotovine. Razmena ovih informacija neće nametnuti bilo kakvu vrstu odgovornosti Ugovaraču ili Nadzornom organu.

Within 30 days of notification of the award of contract, the Contractor shall provide to the Supervisor for his information only, a detailed cash flow estimate, in quarterly periods, of all payments which may be due to the Contractor under the contract. The Contractor shall subsequently supply revised cash flow estimates at quarterly intervals, if so required by the Supervisor. The communication shall not impose any liability whatsoever on the Contracting Authority or the Supervisor.

Član / Article 19 - Crteži Izvođača radova / Contractor's drawings

19.1. Izvođač radova će Nadzornom organu dostaviti na odobrenje sledeće: a) Crteže, dokumenta, uzorke i/ili modele specificirane u ugovoru u vremenskim okvirima koji su definisani u ugovoru ili dinamičkom planu realizacije zadataka; b) Crteže koje nadzorni organ u razumnom okviru može zahtevati za realizaciju zadataka; c) U slučaju mostova i drugih ojačanih betonskih struktura, Izvođač će obaviti potrebna ispitivanja tla pre početka radova na temeljima. Izvođač mora u triplikatu predati rezultate ovakvih ispitivanja i kalkulacije u vezi temelja Nadzornom organu bar jedan mesec pre početka građevinskih radova u pitanju; d) Izvođač će o svom trošku pripremiti sve planske i građevinske nacрте i ostalu dokumentaciju i objekte neophodne za pravilno izvršenje ugovora, a naročito crteže I planske kalkulacije i nacрте ojačanja za armirane betonske strukture. Izvođač će u triplikatu podneti građevinske, projektne i nacрте armiranih struktura, projektne kalkulacije i sve druge dokumente i objekte za koje mora dobiti odobrenje Nadzornog organa minimum jedan mesec pre početka građevinskih radova u pitanju. U roku od 15 dana od prijema nacрте, projektne kalkulacije, objekata i drugih dokumenata navedenih pod c) i d), Nadzorni organ će ih vratiti Izvođaču bilo sa svojim odobrenjem ili svojim komentarima.

The Contractor shall submit to the Supervisor for approval: (a) such drawings, documents, samples and /or models as may be specified in the contract within the time limits laid down therein or in the programme of implementation of tasks; (b) such drawings as the Supervisor may reasonably require for the implementation of tasks. (c) In the case of bridges and other reinforced concrete structures, the Contractor shall carry out the requisite soil surveys before commencing work on the foundations. The Contractor must submit the results of these surveys and the calculations for the foundations, in triplicate, to the Supervisor at least one month before commencing construction of the works in question. (d) The Contractor shall prepare, at its own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the contract, and in particular drawings and design calculations and the reinforcement drawings for reinforced concrete structures. The Contractor shall submit, in triplicate, construction, design and reinforcement drawings, design calculations and any other documents or objects it is to provide for the Supervisor's approval at least one month before commencing construction of the works in question. Within 15 days of receiving the drawings, design calculations, objects and other documents required under (c) and (d), the Supervisor shall return them to the Contractor with either his endorsement or his remarks.

19.2. Ukoliko Nadzorni organ ne objavi svoju odluku o prihvatanju definisanu u članu 19.1 u roku navedenom u ugovoru ili odobrenom dinamičkom planu, ovakvi crteži, dokumenti, uzorci i modeli smatraće se prihvaćenim nakon isteka ovog roka. Ukoliko nije definisan vremenski rok, oni će se smatrati odobrenim nakon 30 dana od njihovog prijema.

If the Supervisor fails to notify his decision of approval referred to in Article 19.1 within the time limits referred to in the contract or the approved programme of implementation of tasks, such drawings, documents, samples or models shall be deemed to be approved at the end of the time limits specified. If no time limit is specified, they shall be deemed to be approved 30 days after receipt

19.3. Prihvaćeni crteži, dokumenta, uzorci i modeli biće potpisani ili na drugi način označeni od strane Nadzornog organa od njih se može odstupiti isključivo na nalog Nadzornog organa. Bilo koji crtež, dokument, uzorak ili model za koje Nadzorni organ ne izda potvrdu biće odmah modifikovan kako bi se uskladio sa zahtevima Nadzornog organa i bio ponovo predat na usvajanje i odobrenje. U roku od 15 dana od obaveštenja o komentarima Nadzornog organa, Izvođač će izvesti tražene korekcije, prilagođavanja itd. na dokumentima, nacртima, projektne kalkulacijama itd. Izmenjena ili ispravljena dokumenta, nacрти, projektne kalkulacije itd. biće ponovo predate Nadzornom organu na odobrenje po istoj proceduri.

Approved drawings, documents, samples and models shall be signed or otherwise identified by the Supervisor and shall not be departed from except as otherwise instructed by the Supervisor. Any Contractor's drawings, documents, samples or models which the Supervisor fails to approve, shall be forthwith modified to meet the requirements of the Supervisor and resubmitted by the Contractor for approval. Within 15 days of being notified of the Supervisor's remarks, the Contractor shall make the requisite corrections, adjustments etc. to the documents, drawings, design calculations etc. The corrected or adjusted documents, drawings, design calculations etc. shall be resubmitted for the Supervisor's approval under the same procedure

19.4. Izvođač radova je dužan da obezbedi sve dodatne kopije prihvaćenih crteža, u formatu I broju navedenom u ugovoru ili odgovarajućim administrativnim nalogima.

The Contractor shall supply additional copies of approved drawings in the form and number stated in the contract or in subsequent administrative orders.

19.5. Odobrenje crteža, dokumenata, uzoraka ili modela od strane Nadzornog organa neće osloboditi Izvođača radova bilo kojih obaveza na koje se obavezao ugovorom.

The approval of the drawings, documents, samples or models by the Supervisor shall not relieve the Contractor from any of his obligations under the contract.

19.6. Nadzorni organ ima pravo da u svakom razumnom trenutku kontroliše sve ugovorne crteže, dokumenta, uzorke i modele koji su povezani sa ugovorom u prostorijama Izvođača radova.

The Supervisor shall have the right at all reasonable times to inspect all contract drawings, documents, samples or models at the Contractor's premises.

19.7. Pre privremenog prihvatanja radova, Izvođač radova je dužan da obezbedi sve priručnike I uputstva za rad i održavanje, zajedno sa crtežima koji će biti dovoljno detaljni da omoguće Ugovaraču da koristi, održava, prilagođava ili popravlja sve delove radova. Ukoliko nije drugačije navedeno u Specijalnim uslovima, priručnici i crteži će biti na jeziku ugovora. Radovi se neće smatrati završenim za svrhe dobijanja privremenog prihvatanja radova sve dok se svi takvi priručnici i crteži ne dostave Ugovaraču.

Before provisional acceptance of the works, the Contractor shall supply operation and maintenance manuals together with drawings, which shall be in such detail as will enable the Contracting Authority to operate, maintain, adjust and repair all parts of the works. Unless otherwise stated in the Special Conditions, the manuals and drawings shall be in the language of the contract. The works shall not be considered to be completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the Contracting Authority.

Član / Article 20 – Sadržaj ponuđenih cena / Sufficiency of tender prices

20.1. Smatraće se da je Izvođač radova izvršio pregled lokacije i njene okoline i da je zadovoljan prirodnim izgledom i stanjem zemljišta i donjim slojem tla pre podnošenja tendera. Takođe će se smatrati da je Izvođač radova uzeo u obzir oblik i prirodu lokacije, obim i prirodu poslova i materijala neophodnih za izvršenje radova, načine komunikacije i pristup lokaciji, smeštaj koji mu eventualno može biti potreban i da je u globalu obezbedio za sebe sve neophodne informacije o riziku, nepredvidivim situacijama i svim ostalim okolnostima koje mogu uticati na njegovu ponudu.

The Contractor shall be deemed to have inspected and examined the site and its surroundings and to have satisfied himself before submitting his tender, as to the nature of the ground and sub-soil, and to have taken into account the form and nature of the site, the extent and nature of the work and materials necessary for the completion of the works, the means of communication with and access to the site, the accommodation he may require and in general to have obtained for himself all necessary information as to risks, contingencies and all other circumstances influencing or affecting his tender.

20.2. Smatraće se da je pre podnošenja tendera Izvođač radova proverio i prihvatio ispravnost I odgovarajuću vrednost tendera i cena ponuđenih u predračunu/pregledu paušalne cene, koje će, izuzev ukoliko u ugovoru nije drugačije predviđeno, pokriti sve njegove obaveze povodom ugovora.

The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of the tender and of the rates and prices stated in the bill of quantities or price schedule which shall, except in so far as it is otherwise provided in the contract, cover all his obligations under the contract.

20.3. Kako se smatra da je Izvođač radova odredio svoje cene na osnovu svojih ličnih proračuna, operacija i procena, on će bez dodatnih troškova, izvesti bilo koju vrstu radova koji su predmet bilo koje stavke njegovog tendera, a za koje nije precizirao niti jediničnu cenu niti paušalni iznos.

Since the Contractor is deemed to have determined his prices on the basis of his own calculations, operations and estimates, he shall carry out without additional charge any work which is the subject of any item whatsoever in his tender for which he neither indicates a unit price nor a firm sum.

Član / Article 21 – Vanredni rizici / Exceptional risks

21.1. Ukoliko u toku izvođenja radova Izvođač naiđe na neprirodne prepreke ili fizičke uslove koji nisu osnovano mogli biti predviđeni od strane iskusnog Izvođača radova, i ako Izvođač smatra da će iz ovog razloga biti neophodni dodatni troškovi i/ili produženje perioda izvođenja ugovornih radova, on će o tome obavestiti Nadzorni organ u skladu sa članovima 35 i/ili 55. Izvođač će u ovakvom obaveštenju navesti prepreke i/ili fizičke uslove i detaljno objasniti njihove očekivane efekte, mere koje je preduzeo ili namerava da preduzme I dužinu očekivanog zakašnjenja, ili prirodu negativnog uticaja na izvođenje radova.

If during the execution of the works the Contractor encounters artificial obstructions or physical conditions which could not reasonably have been foreseen by an experienced Contractor, and if the Contractor is of the

opinion that additional costs will be incurred and/or an extension of the period of implementation of the tasks will be necessary as a result of this, he shall give notice to the Supervisor in accordance with Articles 35 and/or 55. The Contractor shall specify in such notice the artificial obstructions and/or physical conditions, giving details of the anticipated effects thereof, the measures he is taking or intends to take and the extent of the anticipated delay in or interference with the execution of the works.

21.2. Po prijemu obaveštenja Nadzorni organ može između ostalog da: a) zatraži Izvođaču radova da obezbedi procenu troškova mera koje je preduzeo ili koje planira da preduzme; b) odobri mere navedene u Članu 21.2(a) sa ili bez modifikacija c) izda pisana uputstva kako treba postupati u pogledu neprirodnih prepreka ili fizičkih uslova; d) izda nalog za izmenu, suspenziju ili raskid ugovora.

Following receipt of the notice, the Supervisor may inter alia: (a) require the Contractor to provide an estimate of the cost of the measures he is taking or intends to take; (b) approve measures referred to in Article 21.2 (a) with or without modification; (c) give written instructions as to how the artificial obstructions or physical conditions are to be dealt with; (d) order a modification, a suspension, or termination of the contract.

21.3. U meri u kojoj Nadzorni organ odluči da celina ili određeni deo pomenutih prepreka i fizičkih uslova nisu mogli biti osnovano predviđeni od strane iskusnog Izvođača radova, Nadzorni organ će: a) uzeti u obzir svako zakašnjenje koje je pretrpeo Izvođač radova, a koje je nastalo kao rezultat ovakvih prepreka ili uslova, prilikom određivanja bilo kakvog produžetka perioda izvođenja radova na koja Izvođač radova ima pravo po članu 35; i/ili b) u slučaju drugih prepreka i fizičkih uslova, izuzev vremenskih uslova, proračunati dodatna plaćanja na koja Izvođač i ma pravo u skladu sa članom 55. To the extent that the Supervisor shall decide that the whole or part of the said artificial obstructions or physical conditions could not reasonably have been foreseen by an experienced Contractor, the Supervisor shall: (a) take into account any delay suffered by the Contractor as a result of such obstructions or conditions in determining any extension of the period of implementation of tasks to which the Contractor is entitled under Article 35; and/or (b) in case of artificial obstructions or physical conditions other than weather conditions, determine additional payments due to the Contractor in accordance with Article 55.

21.4. Iz razloga vremenskih uslova, Izvođač neće imati pravo na potraživanja definisana članom 55.

Weather conditions shall not entitle the Contractor to claims under Article 55.

21.5. Ukoliko Nadzorni organ odluči da su neprirodne prepreke ili fizički uslovi, u celini ili nekom njihovom delu, mogli biti osnovano predviđeni od strane iskusnog Izvođača radova, o će što je moguće pre obavestiti Izvođača.

If the Supervisor decides that the artificial obstructions or physical conditions could, in whole or in part, have been reasonably foreseen by an experienced Contractor, he shall so inform the Contractor as soon as practicable.

Član / Article 22 – Mere bezbednosti na gradilištu / Safety on sites

22.1. Izvođač radova ima pravo da zabrani pristup na gradilište svakoj osobi koja nije uključena u izvođenje radova pod ugovorom, sa izuzetkom osoba koje imaju ovlašćenje Nadzornog organa ili predstavnika Ugovarača.

The Contractor shall have the right to forbid access to the site to any person not involved in the performance of the contract, with the exception of persons authorized by the Supervisor or the Contracting Authority.

22.2. Izvođač radova će obezbediti gradilište tokom kompletnog perioda izvođenja radova i biće odgovoran za preduzimanje neophodnih koraka, u interesu njegovih zaposlenih, agenta Ugovarača i trećih lica, da bi sprečio bilo koji gubitak ili nesreću koji mogu nastati prilikom izvođenja radova.

The Contractor shall ensure the safety on sites during the whole period of execution and shall be responsible for taking the necessary steps, in the interests of his employees, agents of the Contracting Authority and third parties, to prevent any loss or accident which may result from carrying out the works.

22.3. Izvođač radova će na svoju sopstvenu odgovornost preduzeti sve bitne korake da obezbedi zaštitu, očuvanje i održavanje postojeće strukture i instalacija. Izvođač se smatra obaveznim da obezbedi i održava o svom trošku kompletno osvetljenje, zaštitu, ogradu i opremu za obezbeđenje koji se pokažu neophodnim za ispravno izvršavanje zadatka ili koje Nadzorni organ osnovano može zahtevati.

The Contractor shall take all essential steps, on his own responsibility and at his expense, to ensure that existing structures and installations are protected, preserved and maintained. He shall be responsible for providing and maintaining at his expense all lighting, protection, fencing and security equipment which proves necessary for the proper implementation of the tasks or which may reasonably be required by the Supervisor.

22.4. Ukoliko se tokom izvođenja radova ukaže potreba urgentnih mera u cilju otklanjanja bilo kakvog rizika za nastanak nesreće ili oštećenja ili da bi se obezbedila sigurnost nakon nesreće ili oštećenja, Nadzorni organ će izdati formalni zahtev Izvođaču radova da uradi ono što je neophodno. Ukoliko Izvođač radova nije

voljan ili nije u mogućnosti da preuzme neophodne mere, Nadzorni organ može, do granica u kojima je Izvođač radova odgovoran, da sprovede takve mere o trošku Izvođača radova.

If, during the implementation of the tasks, urgent measures are necessary to obviate any risk of accident or damage or to ensure security following any accident or damage, the Supervisor shall give formal notice to the Contractor to do what is necessary. If the Contractor is unwilling or unable to undertake the necessary measures, the Supervisor

may carry out the work at the expense of the Contractor to the extent that the Contractor is liable.

Član / Article 23 – Osiguranje okolnih objekata / Safeguarding adjacent properties

23.1. Na svoju sopstvenu odgovornost i o svom trošku, Izvođač radova će preduzeti sve mere opreza predviđene dobrom građevinskom praksom i preovlađujućim okolnostima, radi očuvanja okolnih objekata i kako bi se izbeglo prouzrokovanje bilo kakvih neuobičajenih poremećaja istih.

On his own responsibility and at his expense, the Contractor shall take all the precautions required by good construction practice and by the prevailing circumstances to safeguard adjacent properties and avoid causing any abnormal disturbance therein.

23.2. Izvođač radova treba da osigura Ugovornu stranu od finansijskih posledica svih potraživanja vlasnika okolnih poseda ili stanara u meri u kojoj je Izvođač odgovoran i u kojoj šteta na okolnim objektima nije prouzrokovana rizikom nastalim kao posledica projekta (dizajna) ili metoda izgradnje nametnutih Izvođaču od strane Ugovarača ili Nadzornog organa.

The Contractor shall indemnify the Contracting Authority against the financial consequences of all claims by neighbouring landowners or residents to the extent that the Contractor is liable and to the extent that the damage to adjacent properties is not the result of a hazard created through the design or method of construction imposed by the Contracting Authority or the Supervisor upon the Contractor.

Član / Article 24 – Ometanje saobraćaja / Interference with traffic

24.1. Izvođač radova će obezbediti da radovi i instalacije ne izazivaju štetu ili ometaju saobraćaj na komunikacionim vezama kao što su putevi, pruge, vodeni tokovi i aerodromi, izuzev ukoliko je to odobreno u Specijalnim uslovima. Izvođač treba da posebno vodi računa oko limita u težini i nosivosti kada bira puteve i vozila.

The Contractor shall ensure that the works and installations do not cause damage to, or obstruct traffic on, communication links such as roads, railways, waterways and airports, save as permitted under the Special Conditions. He shall, in particular, take account of weight restrictions when selecting routes and vehicles.

24.2. Svaka specijalna mera koju Izvođač radova smatra neophodnom, koja je navedena u Specijalnim uslovima ili koju zahteva Ugovarač da bi se zaštitili ili ojačali delovi puteva, pruga ili mostova, biće na račun Izvođača, bez obzira na to da li ih on izvodi ili ne. Izvođač će obavestiti Nadzorni organ ukoliko planira da preduzme bilo koju specijalnu meru pre nego što počne sa njenom primenom. Popravka bilo kog oštećenja na putevima, pruzi ili mostovima koje je izazvano transportom materijala, inventara ili opreme treba da bude izvedena o trošku Izvođača radova.

Any special measures which the Contractor considers necessary or which are specified in the Special Conditions or which are required by the Contracting Authority in order to protect or strengthen sections of roads, tracks or bridges, shall be at the expense of the Contractor, whether or not they are carried out by the Contractor. The Contractor shall inform the Supervisor of any special measures he intends to take before carrying them out. The repair of any damage caused to roads, tracks or bridges by the transport of materials, plant or equipment shall be at the expense of the Contractor.

Član / Article 25 – Kablovi i vodovi / Cables and conduits

25.1. Tamo gde tokom izvođenja radova Izvođač naiđe na markere za obeležavanje pravca podzemnih kablova, vodova i instalacija, iste će ostaviti na mestu ili ih privremeno ukloniti ukoliko izvršenje radova to zahteva. Ovakva vrsta radova zahteva prethodno odobrenje od strane Nadzornog organa.

Where, in the course of carrying out the works, the Contractor encounters bench-marks indicating the course of underground cables, conduits and installations, he shall keep such bench-marks in position or replace them, should execution of the works have necessitated their temporary removal. Such related operations require the authorization of the Supervisor.

25.2. Izvođač radova je odgovoran za očuvanje, uklanjanje i vraćanje na mesto, u zavisnosti od konkretnog slučaja, kablova, vodova i instalacija a što je Ugovarač precizirao ugovorom, u okviru ugovorne cene.

The Contractor shall be responsible for the preservation, removal and replacement, as the case may be, of the cables, conduits and installations specified by the Contracting Authority in the contract and for the cost thereof.

25.3. U situacijama kada prisustvo kablova, vodova i instalacija nije precizirano ugovorom, ali se njihovo prisustvo pokaže uvidom u markere i reference na licu mesta, Izvođač radova ima osnovnu dužnost čuvanja istih, kao i obavezu njihovog očuvanja, privremenog uklanjanja i zamene na način sličan onom navedenom u prethodnom paragrafu. U ovakvom slučaju Ugovarač je dužan da nadoknadi troškove Izvođaču radova, u meri u kojoj su ovi radovi neophodni za izvršenje ugovora.

Where the presence of cables, conduits and installations has not been specified in the contract but is revealed by bench-marks and references, the Contractor shall be under a general duty of care and similar obligations regarding preservation, removal and replacement to those set out above. In this case, the Contracting Authority shall compensate him for expenditure, to the extent that such work is necessary for the execution of the contract.

25.4. Obaveza uklanjanja i vraćanja kablova, vodova i instalacija i troškova koji iz toga proizilaze neće biti odgovornost Izvođača radova ukoliko Ugovarač odluči da sam preuzme tu odgovornost. Ovo će biti primenjeno i u slučajevima kada ova obaveza i tako nastali troškovi padaju na specijalizovanu administraciju ili agenta.

However, the obligations to remove and replace cables, conduits and installations and the expenditure resulting therefrom shall not be the responsibility of the Contractor if the Contracting Authority decides to accept that responsibility. The same shall apply where this obligation and the expenditure resulting therefrom devolve upon another specialist administration or an agent.

25.5. U situacijama kada radovi na gradilištu ometaju ili oštećuju sprovođenje komunalnih usluga, Izvođač radova je dužan da o tome odmah u pisanoj formi obavesti Nadzorni organ, dajući mu dovoljno vremena da preduzme odgovarajuće mere koje će omogućiti nastavak normalnog izvođenja radova.

When any work on the site is likely to cause disturbances in or damage to a public utility service, the Contractor shall immediately inform the Supervisor in writing, giving a reasonable period of notice so that suitable measures can be taken in time to allow work to continue normally.

Član / Article 26 – Postavljanje radova / Setting-out

26.1. Izvođač radova je odgovoran za:

- a) ispravno postavljanje radova u vezi sa originalnim oznakama, linijama i referentnim nivoima koje mu je obezbedio Nadzorni organ;
- b) tačnost pozicioniranja, niveliranja, dimenzioniranja i poravnanja svih delova radova; i
- c) obezbeđivanje svih neophodnih instrumenata, opreme i radnika u skladu sa predviđenim odgovornostima.

The Contractor shall be responsible for:

- (a) the accurate setting-out of the works in relation to original marks, lines and levels of reference given by the Supervisor;
- (b) the correctness, of the position, levels, dimensions and alignment of all parts of the works; and
- (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.

26.2. Ukoliko se, u bilo koje vreme tokom izvođenja radova, pojavi greška u pozicioniranju, niveliranju, dimenzioniranju i poravnanju bilo kog dela radova, Izvođač radova će na zahtev Nadzornog organa ispraviti ovakve greške o svom trošku i do zadovoljenja zahteva Nadzornog organa, izuzev ukoliko je ovakva greška zasnovana na netačnim podacima koje je obezbedio Nadzorni organ u kom slučaju je Ugovarač odgovoran za troškove popravke.

If, at any time during the execution of the works, any error appears in the position, levels, dimensions or alignment of any part of the works, the Contractor, shall, if the Supervisor so requires, at the Contractor's cost, rectify such error to the satisfaction of the Supervisor, unless such error is based on incorrect data supplied by the Supervisor, in which case the Contracting Authority shall be responsible for the cost of rectification.

26.3. Provera bilo kog postavljanja ili poravnanja ili nivelacije od strane Nadzornog organa neće ni u kom smislu osloboditi Izvođača radova odgovornosti za tačnost ovih operacija. Izvođač radova je dužan da pažljivo zaštititi i sačuva sve markere, žlebove, kočice i ostala sredstva korišćena prilikom postavljanja radova u prostoru.

The checking of any setting-out or of any line or level by the Supervisor shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other items used in setting-out the works.

Član / Article 27 – Otpadni materijal / Demolished materials

27.1. U slučajevima kada ugovor uključuje i radove na rušenju, ovako dobijeni materijali i delovi postaće vlasništvo Izvođača, izuzev u slučajevima kada je drugačije definisano u Specijalnim uslovima ili zakonskim regulativama Republike Srbije, i u skladu sa članom 28.

Where the contract includes demolition work, materials and articles obtained therefrom shall, unless the Special Conditions and /or the law of the state of the Contracting Authority otherwise provide and subject to the provisions of Article 28, be the property of the Contractor.

27.2. Ukoliko po odredbama Specijalnih uslova Ugovarač zadržava pravo vlasništva nad materijalom ili celinom ili delom artikala dobijenih rušenjem, Izvođač će preduzeti sve potrebne mere predostrožnosti da obezbedi njihovo očuvanje. On će biti odgovoran za bilo kakvo uništenje ili štetu na ovakvim materijalima ili artiklima koje su izazvali on sam ili njegovi agenti.

Should the Special Conditions reserve to the Contracting Authority the right of ownership of materials or all or part of the articles obtained from the demolition work, the Contractor shall take all the necessary precautions to ensure that these are preserved. He shall be liable for any destruction of, or damage to, such materials or articles caused by him or his agents.

27.3. Bez obzira na svrhu u koju Ugovarač namerava da upotrebi materijale ili artikle nad kojima je zadržao pravo vlasništva, sve troškove nastale prilikom njihovog transporta I skladištenja na mestu naznačenom od strane Nadzornog organa, snosiće Izvođač, za prevoz ne duži od 100 metara.

Irrespective of the use to which the Contracting Authority intends to put the materials or articles, in respect of which he reserves the right of ownership, all costs incurred in transporting and storing them and all warehouse charges at the place indicated by the Supervisor shall be borne by the Contractor for any carriage not exceeding 100 meters.

27.4. Izuzev ukoliko u Specijalnim uslovima nije drugačije navedeno, Izvođač radova je dužan da o svom trošku progresivno ukloni šut i ostali otpadni materijal, otpad i ostatke ruševina sa gradilišta.

Save where the Special Conditions provide otherwise, the Contractor shall, at his expense, progressively remove rubble and other demolition materials, rubbish and debris from the site.

Član / Article 28 – Otkrića / Discoveries

28.1. Otkriće bilo koje vrste učinjeno tokom iskopavanja ili radova na rušenju će odmah biti prijavljeno Nadzornom organu. Nadzorni organ će odlučiti kako treba postupiti sa ovakvim otkrićem, uzimajući u obzir zakonske regulative Republike Srbije.

Discoveries of any interest whatsoever made during excavation or demolition work shall be brought immediately to the attention of the Supervisor. The Supervisor shall decide how such discoveries are to be dealt with, taking due account of the Serbian law.

28.2. Predmetne opštine i Republika Srbija zadržavaju pravo vlasništva nad materijalom koji je pronađen tokom iskopavanja ili radova na rušenju na zemljištu koje im pripada, s tim što će Izvođač biti kompenzovan za sve specijalne napore.

Targeted Municipalities and the Republic of Serbia reserve the right of ownership of materials found during the excavation and demolition work carried out on land belonging to him, subject to compensating the Contractor for any special efforts.

28.3. Artefakti, antikviteti, prirodni ili numizmatski predmeti, drugi predmeti od akademskog interesa i značaja, retki predmeti ili predmeti načinjeni od plemenitih metala pronađeni tokom iskopavanja ili radova na rušenju, tretiraće se kao vlasništvo predmetnih opština I Republike Srbije.

Artifacts, antiquities and natural, numismatic, or other objects which are of scientific interest, and also rare objects or objects made of precious metals found during excavation or demolition work shall be the property of the targeted municipalities and Republic of Serbia.

28.4. U slučaju spora, predmetne opštine i Republika Srbija će imati sva ovlašćenja da odlučuju o kvalifikacijama opisanim u članovima 28.1 i 28.3.

In the event of disagreements, the Contracting Authority shall have sole authority to decide as to the qualifications set out in Articles 28.1 and 28.3.

Član / Article 29 – Privremeni radovi / Temporary works

29.1. Izvođač radova je dužan da o svom trošku izvede sve privremene radove koji će omogućiti izvršenje radova. On će Nadzornom organu predati nacрте za privremene radove koje namerava da koristi, kao što su privremene brane, skele i nosači. On treba da uzme u obzir svako zapažanje koje mu je izneo Nadzorni organ, ostajući pri tom u potpunosti odgovoran za ove nacрте.

The Contractor shall carry out at his expense all the temporary works to enable the works to be carried out. He shall submit to the Supervisor the drawings for temporary works which he intends to use, such as

cofferdams, scaffolding, trusses and shuttering. He shall take into account any observations made to him by the Supervisor while assuming responsibility for these drawings.

29.2. Tamo gde je projektovanje određenih privremenih radova navedeno u Specijalnim uslovima kao odgovornost Ugovarača, Nadzorni organ će u razumnom roku Izvođaču obezbediti sve neophodne nacрте kako bi omogućio započinjanje privremenih radova u skladu sa njegovim dinamičkim planom. U ovakvim slučajevima, Ugovarač će biti jedini odgovoran za bezbednost i adekvatnost projekta (dizajna). Međutim, Izvođač će biti odgovoran za pravilnu izgradnju.

Where the design of particular temporary works is specified in the Special Conditions to be the responsibility of the Contracting Authority, the Supervisor shall provide the Contractor with all drawings necessary in reasonable time to enable the Contractor to undertake the temporary works in accordance with his programme. In such cases, the Contracting Authority shall be solely responsible for the safety and adequacy of the design. However, the Contractor shall be responsible for the proper construction.

Član / Article 30 – Ispitivanje tla / Soil studies

U skladu sa Specijalnim uslovima i tehničkim specifikacijama Izvođač će staviti na raspolaganje Nadzornom organu personal i opremu neophodne za izvođenje ovakvih studija koje Nadzorni organ smatra osnovano neophodnim. Izvođaču će biti nadoknađeni stvarni troškovi korišćenog ili obezbeđenog rada i opreme na ovakvom poslu, ukoliko to već nije regulisano ugovorom.

Subject to the Special Conditions and to the technical specifications, the Contractor shall make available to the Supervisor, the personnel and equipment necessary for carrying out any soil survey which the Supervisor considers reasonably necessary. The Contractor shall be compensated for the actual cost of the manpower and equipment used or made available in such work, if not already provided for in the contract.

Član / Article 31 – Ugovori koji se preklapaju / Overlapping contracts

31.1. Izvođač će, u skladu sa zahtevima Nadzornog organa, ostalim izvođačima angažovanim od strane Ugovarača i njihovim radnicima, radnicima Ugovarača, kao i radnicima bilo kog drugog organa vlasti koji mogu biti zaposleni na ili pored gradilišta u svrhe izvođenja radova koji nisu pokriveni ugovorom ili sa bilo kog drugog ugovora koji sprovodi Ugovorna strana a ima veze sa radovima, obezbediti da mogu nesmetano da izvedu svoje radove.

The Contractor shall, in accordance with the requirements of the Supervisor, afford all reasonable opportunities for carrying out their work to any other Contractors employed by the Contracting Authority and their workmen, to the workmen of the Contracting Authority and of any other public authorities who may be employed on or near the site in the execution of any work not included in the contract, or of any contract which the Contracting Authority may enter into in connection with, or ancillary to, the works.

31.2. Ukoliko, međutim, Izvođač radova bilo kom takvom Izvođaču, organu vlasti ili Ugovaraču, na pisani zahtev Nadzornog organa stavi na raspolaganje bilo kakve puteve ili pristup u svrhu održavanja za koje je Izvođač odgovoran, ili ovim licima dozvoli upotrebu svojih privremenih radova, skela ili druge opreme na gradilištu, ili pruži bilo kakvu drugu uslugu koja nije precizirana ugovorom, Ugovarač će Izvođaču platiti na ime ovakvog korišćenja ili usluge one iznose ili odobriti ono produženje roka koji su osnovani, po mišljenju Nadzornog organa.

If, however, the Contractor, on the written request of the Supervisor, makes available to any such Contractor, or public authority, or to the Contracting Authority, any roads or ways for the maintenance of which the Contractor is responsible, or permits the use by any such other persons of the Contractor's temporary works, scaffolding or other equipment on the site, or provides any other service of whatsoever nature, which was not provided for in the contract, the Contracting Authority shall pay to the Contractor in respect of such use or service, such sums and/or grant such extension of time, as shall, in the opinion of the Supervisor, be reasonable.

31.3. Član 31 ni na koji način ne oslobađa Izvođača radova ni jedne od njegovih ugovornih obaveza, niti mu daje pravo na bilo koji vid potraživanja, izuzev onog navedenog u članu 31.2.

The Contractor shall not by reason of Article 31 be relieved of any of his obligations under the contract nor shall he be entitled to any claims other than those provided for in Article 31.2.

31.4. Ni pod kojim okolnostima, poteškoće koje nastanu u toku izvođenja jednog ugovora ne daju mogućnost Izvođaču radova da modifikuje ili produžava izvođenje ostalih ugovora. Na sličan način, Ugovarač ne sme iskoristiti ovakve poteškoće da suspenduje dospelu plaćanja po drugom ugovoru.

In no circumstances may difficulties arising with regard to one contract entitle the Contractor to modify or delay implementation of other contracts. Similarly, the Contracting Authority may not take advantage of such difficulties to suspend payments due under another contract.

Član / Article 32 – Patenti i licence / Patents and licenses

Izuzev u slučajevima kada je Specijalnim uslovima drugačije precizirano, Izvođač radova će osigurati Ugovarača i Nadzorni organ protiv bilo kakvih potraživanja koja rezultiraju iz upotrebe precizirane u patentnim ugovorima, licencama, nacrtima, dizajnu, modelu, zaštitnoj i tržišnoj marci, osim ukoliko je ovakav prekršaj nastao iz razloga pridržavanja dizajna ili specifikacije obezbeđenih od strane Ugovarača i/ili Nadzornog organa.

Save where otherwise provided in the Special Conditions, the Contractor shall indemnify the Contracting Authority and the Supervisor against any claim resulting from the use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade marks, except where such infringement results from compliance with the design or specification provided by the Contracting Authority and /or the Supervisor.

POČETAK IZVOĐENJA RADOVA I KAŠNJENJE/ COMMENCEMENT AND DELAYS

Član / Article 33 – Nalog za početak izvođenja radova / Commencement orders

33.1. Ugovarač će utvrditi fiksni datum početka izvođenja zadatka i o tome obavestiti Izvođača radova bilo u okviru obaveštenja o dodeli ugovora ili administrativnim nalogom koji izdaje Nadzorni organ.

The Contracting Authority shall fix the date on which implementation of the tasks is to commence, and advise the Contractor either in the notification of award of contract or by administrative order issued by the Supervisor.

33.2. Datum početka izvođenja radova biće najkasnije 180 dana od datuma obaveštenja o dodeli ugovora, ukoliko se ugovorne strane nisu drugačije dogovorile.

The date for commencing implementation of the tasks shall be not later than 180 days following notification of award of contract unless agreed otherwise by the parties.

Član / Article 34 – Period realizacije zadataka / Period of implementation of tasks

34.1. Period realizacije zadatka će početi na dan definisan članom 33.1 i biće u saglasnosti sa Specijalnim uslovima, bez uticaja na produžetak trajanja samog perioda, opisanom u Članu 33.

The period of implementation of tasks shall commence on the date fixed in accordance with Article 33.1 and shall be as laid down in the Special Conditions, without prejudice to extensions of the period which may be granted under Article 35.

34.2. Ukoliko je odredbom određen različit period realizacije zadataka za različite lotove, u slučajevima kada je jednom Izvođaču dodeljeno više od jedne particije po ugovoru, periodi realizacije zadataka za zasebne particije se ne sabiraju.

If provision is made for distinct periods of implementation for separate lots, in cases where one Contractor is awarded more than one lot per contract, the periods of implementation for the separate lots will not be accumulated.

Član / Article 35 – Produžetak roka izvođenja radova / Extension of the period of implementation of tasks

35.1. Izvođač radova može zatražiti produžetak roka realizacije zadataka u slučaju kada realizacija njegovih ugovornih obaveza kasni iz jednog od sledećih razloga: a) vanrednih vremenskih uslova;

b) neprirodnih prepreka ili fizičkih uslova koji se osnovano nisu mogli predvideti od strane iskusnog izvođača;

c) administrativnog naloga koji utiče na rok i datum završetka izvođenja radova, izuzev onih koji su dati kao posledica greške Izvođača radova;

d) nemogućnosti Ugovarača da ispuni svoje ugovorne obaveze;

e) bilo kog vida obustave radova koji nije prouzrokovan greškom Izvođača radova;

f) Više sile;

g) ostalih uzroka iznetih u Opštim Uslovima, a koji nisu nastali kao rezultat greške Izvođača radova.

The Contractor may request an extension to the period of implementation of tasks if he is or will be delayed in completing the contract by any of the following causes:

- (a) exceptional weather conditions in the State of the Contracting Authority;
- (b) artificial obstructions or physical conditions which could not reasonably have been foreseen by an experienced Contractor;
- (c) administrative orders affecting the date of completion other than those arising from the Contractor's default;
- (d) failure of the Contracting Authority to fulfil his obligations under the contract;
- (e) any suspension of the works which is not due to the Contractor's default;
- (f) force majeure;
- (g) any other causes referred to in these General Conditions which are not due to the Contractor's default

35.2. Izvođač će, u roku od 15 dana od saznanja da može doći do kašnjenja, obavestiti Nadzorni organ o svojoj nameri da dostavi zahtev za produženje roka realizacije zadatka na koji smatra da ima pravo. On će, takođe, ukoliko nije napravio drugačiji dogovor sa Nadzornim organom, u roku od 30 dana od ovog obaveštenja Nadzornom organu ispostaviti kompletan i detaljan prikaz elemenata zahteva, kako bi pomenuti zahtev mogao biti ispitivan.

The Contractor shall, within 15 days of becoming aware that delay may occur, notify the Supervisor of his intention to make a request for extension of the period of implementation of tasks to which he may consider himself entitled, and shall, unless otherwise agreed between the Contractor and the Supervisor, within 30 days from the notification deliver to the Supervisor full and detailed particulars of the request, in order that such request may be investigated at the time.

35.3. U roku od 30 dana od prijema Izvođačevog pregleda elemenata zahteva, Nadzorni organ će, nakon odgovarajućih konsultacija sa Ugovaračem i ukoliko je to prikladno i sa Izvođačem, putem pisanog obaveštenja Izvođaču odobriti ovakvo produženje perioda realizacije zadatka ukoliko je ono opravdano, ili obavestiti Izvođača da nema pravo na produženje perioda.

Within 30 days from receipt of the Contractor's detailed particulars of the request, the Supervisor shall, by written notice to the Contractor after due consultation with the Contracting Authority and, where appropriate, the Contractor, grant such extension of the period of implementation of tasks as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

Član / Article 36 – Kašnjenje u izvođenju radova / Delays in implementation of tasks

36.1. Ukoliko Izvođač ne izvrši radove u okviru vremenskog roka/rokova koji su predviđeni ugovorom, Ugovarač će bez formalnog upozorenja i bez odustajanja od ostalih svojih pravnih sredstava predviđenih ugovorom, steći pravo na naknadu štete za svaki dan ili deo dana koji protekne od kraja perioda predviđenog za realizaciju zadatka ili produženog perioda realizacije zadatka definisanog članom 35 i stvarnog datuma završetka, po tarifi i do maksimalnog iznosa predviđenog Specijalnim uslovima. Ukoliko su radovi bili predmet parcijalnog prijema u skladu sa članom 59, naknada štete naznačena u Specijalnim uslovima može biti umanjena u proporciji vrednosti izvršenih radova u odnosu na kompletne radove.

If the Contractor fails to complete the works within the time period(s) specified in the contract the Contracting Authority shall, without formal notice and without prejudice to his other remedies under the contract be entitled to liquidated damages for every day or part thereof which shall elapse between the end of the period specified for implementation of tasks or extended period of implementation of tasks under Article 35 and the actual date of completion, at the rate and up to the maximum amount specified in the Special Conditions. If the works have been the subject of partial acceptance in accordance with Article 59, the liquidated damages specified in the Special Conditions may be reduced in the proportion which the value of the accepted part bears to the value of the whole of the works.

36.2. Ukoliko Ugovarač polaže maksimalna prava definisana Članom 36.1, on može nakon dostavljanja upozorenja Izvođaču radova da:

- a) iskoristi Izvršnu garanciju; i/ili
- b) raskine Ugovor; i
- c) sklopi Ugovor sa trećom stranom na račun Izvođača radova za vrednost ostatka radova.

If the Contracting Authority has become entitled to the maximum claim under Article 36.1 he may, after giving notice to the Contractor:

- (a) seize the performance guarantee; and /or
- (b) terminate the contract; and
- (c) enter into a contract with a third party at the Contractor's cost for the provision of the balance of the works

Član / Article 37 – Modifikacije putem administrativnog naloga / Modifications by administrative order

37.1. Nadzorni organ će imati ovlašćenje da naloži bilo kakvu modifikaciju na bilo kom delu radova neophodnu za pravilno izvršenje i/ili funkcionisanje radova. Ovakve modifikacije se mogu sastojati od dodataka, izostavljanja, zamene, promena u kvalitetu, količini, obliku, karakteru, vrsti, poziciji, dimenziji, nivou ili liniji i promenama u preciziranom redosledu, metodama i vremenskom rasporedu izvođenja radova. Ni jedan nalog za modifikaciju neće imati efekat poništavanja ugovora, ali će se finansijski efekat ovakvih modifikacija valorizovati na način objašnjen u članovima 37.5 i 37.7.

The Supervisor shall have power to order any modification to any part of the works necessary for the proper completion and /or functioning of the works. Such modifications may include additions, omissions, substitutions, changes in quality, quantity, form, character, kind, position, dimension, level or line and changes in the specified sequence, method or timing of execution of the works. No order for a modification shall have the effect of invalidating the contract, but the financial effect, if any, of all such modifications shall be valued in accordance with Articles 37.5 and 37.7.

37.2. Svi administrativni nalozi biće dati u pisanom obliku, pri čemu se podrazumeva da:

a) ako iz bilo kojih razloga Nadzorni organ smatra da je neophodno da nalog iznese usmeno, on će ga potvrditi i pisanim putem, odnosno administrativnim nalogom čim pre to bude moguće;

b) ukoliko Izvođač radova potvrdi u pisanoj formi usmeni nalog izdat u smislu Člana 37.2(a) i ukoliko ta potvrda nije osporena od strane Nadzornog organa takođe u pisanoj formi, smatraće se da je dat administrativni nalog za izvršenje modifikacija.

All administrative order shall be issued in writing, it being understood that: (a) if for any reason, the Supervisor shall find it necessary to give an order orally, he shall as soon as possible thereafter confirm the order by an administrative order;

(b) if the Contractor shall confirm in writing an oral order given for the purpose of Article 37.2 (a) and the confirmation shall not be contradicted in writing forthwith by the Supervisor, an administrative order shall be deemed to have been issued for the modification

Administrativni nalog za modifikaciju neće biti potreban u slučaju povećanja ili smanjenja kvantiteta bilo kojih radova, u slučajevima kada su ovakav porast ili smanjenje rezultat činjenice da kvantitet prevazilazi ili je manji od onog koji je naveden u predračunu ili pregledu paušalne cene, a iz razloga merenja navedenih u članu 49.

An administrative order for modification shall not be required for increase or decrease in the quantity of any work where such increase or decrease is the result of the quantity exceeding or being less than that stated in the bill of quantities or price schedule, as the result of measurement laid down in article 49.

37.3. Izuzev u situacijama navedenim u članu 37.2, pre izdavanja bilo kakvog administrativnog naloga za modifikaciju, Nadzorni organ će obavestiti Izvođača o prirodi i formi ovakve modifikacije. Izvođač radova treba da što je brže moguće, nakon prijema ovakvog obaveštenja, podnese Nadzornom organu predlog koji sadrži sledeće:

a) opis zadataka, ako postoji, koji će se izvesti ili mera koje će se preduzeti i dinamički plan njihove realizacije; i

b) svaku neophodnu modifikaciju dinamičkog plana izvođenja radova ili bilo kojih ugovornih obaveza Izvođača; i

c) sve promene i prilagođavanja ugovorne cene u skladu sa pravilima opisanim u Članu 37.

Save as provided by Article 37.2 prior to any administrative order for modification, the Supervisor shall notify the Contractor of the nature and form of such modification. As soon as possible, after receiving such notice, the Contractor shall submit to the Supervisor a proposal containing:

(a) a description of the tasks, if any, to be implemented or the measures to be taken and a programme for execution; and

(b) any necessary modifications to the programme of implementation of tasks or to any of the Contractor's obligations under the contract; and

(c) any adjustment to the contract price in accordance with the rules as set out in Article 37.

37.4. Nakon prijema predloga Izvođača, definisanog u članu 37.3, Nadzorni organ će posle odgovarajućih konsultacija sa Ugovaračem i, ukoliko je to primereno i Izvođačem, u što kraćem roku odlučiti da li će ili ne modifikacija biti izvedena. Ukoliko Nadzorni organ odluči da modifikacija treba da se izvede, on će izdati administrativni nalog u kome se iznosi da će modifikacija biti izvršena po ceni i pod uslovima datim u predatom nalogu Izvođača radova opisanom u članu 37.3 ili kako je modifikovao Nadzorni organ u skladu sa Članom 37.5.

Following the receipt of the Contractor's submission referred to in Article 37.3, the Supervisor shall, after due consultation with the Contracting Authority and, where appropriate, the Contractor, decide as soon as possible whether or not the modification shall be carried out. If the Supervisor decides that the modification shall be carried out he shall issue the administrative order stating that the modification shall be carried out at the prices and under the conditions given in the Contractor's submission referred to in Article 37.3 or as modified by the Supervisor in accordance with Article 37.5.

37.5. Cene svih modifikacija koje je naložio Nadzorni organ u skladu sa Članovima 37.2 i 37.4 treba da budu utvrđene od strane Nadzornog organa u skladu sa sledećim principima:

a) kada su radovi sličnog karaktera i kada su izvedeni u sličnim uslovima kao radovi za koje je data cena u predmeru i predračunu ili u pregledu paušalne cene, cene modifikacija će biti vrednovane po tarifama i cenama koje su tu navedene;

b) kada radovi nisu sličnog karaktera ili nisu izvedeni u sličnim uslovima, tarife i cene iz ugovora će se iskoristiti kao osnova za vrednovanje u razumnim razmerama, a ukoliko to nije moguće Nadzorni organ će izvršiti fer valorizaciju;

c) ako su priroda ili vrednost bilo koje modifikacije u poređenju sa prirodom ili vrednošću kompletnog ugovora ili bilo kog njegovog dela po mišljenju Nadzornog organa takvi da ni jedna od tarifa ili cena iz ugovora za bilo koju vrstu radova nije razumna u smislu ovakve modifikacije, u tom slučaju će Nadzorni organ odrediti odgovarajuću i razumnu tarifu ili cenu uzimajući u obzir date okolnosti;

d) ako je učinjena modifikacija neophodna usled propusta ili kršenja ugovora od strane Izvođača radova, svaki dodatni trošak koji se pripisuje ovakvom vidu modifikacije snosiće Izvođač.

The prices for all modifications ordered by the Supervisor in accordance with Article 37.2 and 37.4 shall be ascertained by the Supervisor in accordance with the following principles:

(a) where work is of similar character and executed under similar conditions to work priced in the bill of quantities or price schedule it shall be valued at such rates and prices contained therein;

(b) where work is not of a similar character or is not executed under similar conditions, the rates and prices in the contract shall be used as the basis for valuation so far as is reasonable, failing which, as fair valuation shall be made by the Supervisor;

(c) if the nature or amount of any modification relative to the nature or amount of the whole of the contract or to any part thereof shall be such that in the opinion of the Supervisor any rate or price contained in the contract for any item of work is by reason of such modification rendered unreasonable, then the Supervisor shall fix such rate or price as in the circumstances he shall think reasonable and proper;

(d) where a modification is necessitated by default or breach of contract by the Contractor, any additional cost attributable to such modification shall be borne by the Contractor.

37.6. Po prijemu administrativnog naloga kojim se traži modifikacija, Izvođač će početi sa izvođenjem modifikacija i ovim Opštim uslovima će biti obavezan da to učini, na isti način kao da je tražena modifikacija navedena u ugovoru. Radovi ne smeju kasniti u očekivanju dozvole produžetka vremena za završetak, niti prilagođavanja ugovorne cene. U situacijama kada nalog za modifikaciju prethodi prilagođavanju ugovorne cene Izvođač će voditi evidenciju troškova nastalih preduzimanjem modifikacije i vremena koje je na to utrošeno. Ovakva evidencija će biti na raspolaganju za inspekciju Nadzornom organu u svako razumno vreme.

On receipt of the administrative order requesting the modification, the Contractor shall proceed to carry out the modification and be bound by these General Conditions in so doing as if such modification were stated in the contract. The works shall not be delayed pending the granting of any extension of time for completion or adjustment to the contract price. Where the order for a modification precedes the adjustment to the contract price, the Contractor shall keep records of the costs of undertaking the modification and of time expended thereon. Such records shall be open to inspection by the Supervisor at all reasonable times.

37.7. U slučajevima kada prilikom privremenog prijema radova povećanje ili smanjenje ukupne vrednosti radova, prouzrokovano administrativnim nalogom ili usled nekih drugih okolnosti koje nisu izazvane prekršajem Izvođača, prelazi 15% inicijalne ugovorne cene (ili cene izmenjene aneksom), Nadzorni organ će nakon konsultacija sa Ugovaračem I Izvođačem utvrditi sva povećanja ili smanjenja ugovorne cene nastala kao posledica primene člana 37.5. Ovako utvrđena suma biće zasnovana na vrednosti za koju porast ili smanjenje vrednosti radova prelazi 15%. O ovoj sumi će Nadzorni organ obavestiti Ugovarača i Izvođača i ugovorna cena će biti u skladu sa tim izmenjena.

Where on provisional acceptance an increase or reduction in the total value of the works resulting from an administrative order, or from some other circumstance which is not caused by the Contractor's default, exceeds 15% of the initial contract price (or as modified by addendum), the Supervisor shall, after consultation with the Contracting Authority and the Contractor determine any additions to or reduction from the contract price as a consequence of the application of Article 37.5. The sum so determined shall be based on the amount by which the increase or decrease in value of the works exceeds 15%. The sum shall be notified by the Supervisor to the Contracting Authority and the Contractor and the contract price adjusted accordingly.

37.8. Ugovorne modifikacije koje nisu pokrivene administrativnim nalogom moraju biti formalizovane kroz aneks ugovora koji potpisuju sve ugovorne strane. Izvođač radova treba da obavesti Ugovarača u pisanoj formi o svakoj eventualnoj promeni adrese ili bankovnog računa. Sve modifikacije ugovora moraju poštovati osnovne principe definisane u Praktičnom vodiču za ugovorne procedure za eksterne akcije EU.

Contract modifications not covered by an administrative order must be formalized through an addendum to the contract signed by all parties. Changes of address or bank account may simply be notified in writing by the Contractor to the Contracting Authority. All contract modifications have to respect the general principles defined in the Practical Guide to contract procedures for EU external actions.

Član / Article 38 – Obustava radova / Suspension

38.1. Izvođač će, na nalog Nadzornog organa, obustaviti radove ili bilo koji njihov deo na vremenski period i na način koji Nadzorni organ smatra neophodnim.

The Contractor shall, on the order of the Supervisor, suspend the progress of the works or any part thereof for such time or times and in such manner as the Supervisor may consider necessary.

38.2. Tokom perioda obustave radova, Izvođač će preduzeti takve zaštitne mere koje se smatraju neophodnim za osiguranje bezbednosti izvedenih radova, mehanizacije, opreme i gradilišta od svakog vida propadanja, gubitka ili oštećenja. Dodatni troškovi koji su nastali u vezi sa ovakvim merama zaštite biće dodati na cenu ugovora, izuzev ukoliko je obustava radova:

a) drugačije definisana u ugovoru; ili

b) neophodna usled nekog prekršaja Izvođača radova; ili

c) neophodna usled normalnih vremenskih uslova na gradilištu; ili

d) neophodna za obezbeđivanje sigurnosti ili pravilno izvršenje radova, pod uslovom da ovakva neophodnost nije nastala kao rezultat bilo kog čina ili prekršaja od strane Nadzornog organa ili Ugovarača ili kao rezultat bilo kog vanrednog rizika navedenog u Članu 21.

During the period of suspension, the Contractor shall take such protective measures as may be necessary to safeguard the works, plant, equipment and site against any deterioration, loss or damage. Additional expenses incurred in connection with such protective measures shall be added to the contract price, unless such suspension is:

(a) otherwise provided for in the contract; or

(b) necessary by reason of some default of the Contractor; or

(c) necessary by reason of normal climatic conditions on site; or

(d) necessary for the safety or the proper execution of the works or any part thereof insofar as such necessity does not arise from any act or default by the Supervisor or the Contracting Authority or from any of the exceptional risks referred to in Article 21.

38.3. Izvođač radova neće imati pravo na ovakve dodatke na ugovornu cenu ukoliko ne obavesti Nadzorni organ o svojim namerama da ih potražuje, u roku od 30 dana od prijema naloga da obustavi radove.

The Contractor shall not be entitled to such additions to the contract price unless he notifies the Supervisor, within 30 days after receipt of the order to suspend the works, of his intention to make a claim for them.

38.4. Nadzorni organ, nakon konsultacija sa Ugovaračem i Izvođačem radova, treba u pogledu ovakvog zahteva Izvođača, da odredi ovakva dodatna plaćanja i/ili produžetak perioda izvođenja radova koji su fer i opravdani.

The Supervisor, after consultation with the Contracting Authority and the Contractor, shall determine such extra payment and/or extension of the period of performance to be made to the Contractor in respect of such claim as shall, in the opinion of the Supervisor, be fair and reasonable.

38.5. Ukoliko period obustave radova pređe 180 dana, i ako ta obustava radova nije nastala kao rezultat greške i propusta Izvođača radova, Izvođač može da, putem obaveštenja upućenog Ugovaraču i Nadzornom organu, zatraži dozvolu za ponovni početak radova u roku od 30 dana ili raskid ugovora.

If the period of suspension exceeds 180 days and the suspension is not due to the Contractor's default, the Contractor may, by notice to the Supervisor, request permission to proceed within 30 days or terminate the contract.

38.6. Ako su postupak dodele ili realizacija ugovora poništeni zbog znatnih grešaka ili nepravilnosti ili prevare, Ugovarač će prekinuti sprovođenje ugovora. Ako se te greške, nepravilnosti ili prevare pripišu Izvođaču, Ugovarač može da odbije da izvrši plaćanje ili može da povрати novac koji je već isplaćen, u srazmeri sa ozbiljnošću greške, nepravilnosti ili prevare. Ugovarač može da obustavi plaćanje u slučajevima kada se sumnja ili su utvrđene greške, nepravilnosti ili prevara koju je počinio Izvođač pri izvršenju drugog ugovora koji se finansira iz budžeta Evropske unije, a što će verovatno uticati na izvršenje ovog ugovora

Where the award procedure or implementation of the contract is vitiated by substantial errors or irregularities or by suspected or proven fraud, the payments and/or implementation of the contract shall be suspended. Where such errors, irregularities or fraud are attributable to the Contractor, the Contracting Authority may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The payments may also be suspended in cases where there are suspected or established errors, irregularities or fraud committed by the Contractor in the performance of another contract

funded by the general budget of the European Union, which are likely to affect the performance of the present contract.

MATERIJALI I RADNA SNAGA / MATERIALS AND WORKMANSHIP

Član / Article 39 – Građevinski dnevnik / Work register

39.1. Građevinski dnevnik se čuva na gradilištu od strane Nadzornog organa, ukoliko nije drugačije određeno u Specijalnim uslovima, koji treba da unese bar sledeće informacije:

a) o vremenskim uslovima, prekidima radova zbog nepovoljnih vremenskih uslova, radno vreme, broj i vrsta radne snage na gradilištu, nabavljenog materijala, opreme koja se koristi, neispravne opreme, testove izvršene „in situ“, dobijene uzorke, nepredviđene okolnosti, kao i naloge izdate Izvođaču radova;

b) detaljne izveštaje o kvalitetu i kvantitetu elemenata izvršenih radova i iskorišćeni i isporučeni nabavljeni materijali, a koji se mogu proveriti na gradilištu i koji su relevantni prilikom obračuna isplate Izvođaču.

A work register shall, unless otherwise provided by the Special Conditions, be kept on the site by the Supervisor, who shall enter in it at least the following information:

(a) the weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, as well as orders given to the Contractor;

(b) detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor.

39.2. Izveštaji će činiti sastavni deo Građevinskog dnevnika ali mogu i da, u slučajevima kada je to izvodljivo, budu zabeleženi u posebnim dokumentima. Tehnička pravila za sastavljanje Izveštaja biće navedena u Specijalnim uslovima.

The statements shall form an integral part of the work register but may, where appropriate, be recorded in separate documents. The technical rules for drawing up the statements shall be as set out in the Special Conditions.

39.3. Izvođač radova će obezbediti da su izveštaji urađeni u pravo vreme i u skladu sa Specijalnim uslovima i u saglasnosti sa radovima, uslugama i obezbeđenim materijalnim sredstvima koji se ne mogu izmeriti ili proceniti naknadno. Ukoliko ne uspe da obezbedi ovakve uslove, treba da prihvati odluke Nadzornog organa sem ukoliko, o svom trošku, ne obezbedi dokaze za suprotno.

The Contractor shall ensure that statements are drawn up, in good time and in accordance with the Special Conditions, in respect of work, services and supplies which cannot be measured or verified subsequently; failing this, he shall accept the decisions of the Supervisor, unless, at his own expense, he provides evidence to the contrary.

39.4. Podaci koji su uneti u Građevinski dnevnik kao progres radova, biće potpisani od strane Nadzornog organa i potvrđeni potpisom Izvođača ili njegovog predstavnika. Ukoliko Izvođač radova ima primedbe, on će u roku od 15 dana od datuma kada su uneti podatak ili izjava koji se osporavaju, izneti svoje viđenje Nadzornom organu. Ukoliko u ovom periodu ne potpiše ili ne iznese svoje stavove smatraće se da je saglasan sa podacima koji su uneti. Izvođač može pregledati Građevinski dnevnik u bilo koje vreme i može da, bez uklanjanja dokumenata, uradi sam ili naloži da mu se napravi kopija unosa podataka za koje smatra da su mu neophodni.

Entries made in the work register as work progresses shall be signed by the Supervisor and countersigned by the Contractor or his representative. If the Contractor objects, he shall communicate his views to the Supervisor within 15 days following the date on which the entry or the statements objected to are recorded. Should he fail to countersign or to submit his views within the period allowed, the Contractor shall be deemed to agree with the notes shown in the register. The Contractor may examine the work register at any time and may, without removing the document, make or receive a copy of entries which he considers necessary for his own information.

39.5. Izvođač radova će na zahtev, obezbediti Nadzornom organu informaciju neophodnu za ispravno vođenje Građevinskog dnevnika.

The Contractor shall, on request, provide the Supervisor with the information needed to keep the work register in good order.

Član / Article 40 – Poreklo i kvalitet radova i materijala/ Origin and quality of works and materials penalties

40.1. Sva roba nabavljena pod ovim ugovorom treba voditi poreklo iz zemlja navedenih u Specijalnim uslovima.

All goods purchased under the contract shall have their origin in any eligible source country as defined in the Special Conditions.

40.2. Radovi, komponente i materijali biće u skladu sa specifikacijama, nacrtima, ispitivanjima, modelima, uzorcima, pronalascima i ostalim potraživanjima iz ugovora, će stajati na raspolaganju Ugovaraču i Nadzornom organu, u svrhu identifikacije tokom perioda izvođenja radova.

The works, components and materials shall conform to the specifications, drawings, surveys, models, samples, patterns and other requirements in the contract which shall be held at the disposal of the Contracting Authority or the Supervisor for the purposes of identification throughout the period of performance.

40.3. Svaki privremni tehnički prijem navaden u Specijalnim uslovima će biti izvršen na zahtev Izvođača prema Ugovaraču. Zahtev treba da precizira broj ugovora, broj particije i mesto, gde je primenljivo. Uz komponente i materijale specificirane u zahtevu treba dostaviti potvrdu Nadzornog organa da zadovoljavaju zahteve za prijem pre samog ugrađivanja.

Any preliminary technical acceptance stipulated in the Special Conditions shall be the subject of a request sent by the Contractor to the Supervisor. The request shall indicate the reference to the contract, the lot number and the place where such acceptance is to take place, as appropriate. The components and materials specified in the request must be certified by the Supervisor as meeting the requirements for such acceptance prior to their incorporation in the works.

40.4. Iako su materijali ugrađeni tokom radova ili tokom proizvodnje komponenata bili tehnički prihvaćeni na ovaj način, i dalje mogu biti odbijeni ako dalja istraga otkrije defekte ili štetćenja, u tom slučaju moraju biti odmah zamenjeni od strane Izvođača radova. Izvođaču se može pružiti prilika da popravi i učini valjanim sve materijale i robu koje su bile odbačene, ali takvi materijali biće prihvaćeni za objedinjavanje sa radovima samo u slučaju da su bili popravljani i ispravljani do nivoa zadovoljenja Nadzornog organa.

Even if materials or items to be incorporated in the works or in the manufacture of components have been technically accepted in this way, they may still be rejected and must be replaced immediately by the Contractor if a further examination reveals defects or faults. The Contractor may be given the opportunity to repair and make good materials and items which have been rejected, but such materials and items will be accepted for incorporation in the works only if they have been repaired and made good to the satisfaction of the Supervisor.

Član / Article 41 – Inspekcija i testiranje / Inspection and testing

41.1. Izvođač radova je dužan da obezbedi da komponente i materijali budu na vreme dostavljani na gradilište kako bi Nadzorni organ nastavio sa procesom prihvatanja komponenti i materijala. Smatraće se da je Izvođač radova u potpunosti usvojio poteškoće na koje može da naiđe u toku izvođenja, i neće mu biti dozvoljeno da ustanovi bilo kakav osnov za kašnjenje u ispunjavanju svojih ugovornih obaveza.

The Contractor shall ensure that the components and materials are delivered to the site in time to allow the Supervisor to proceed with acceptance of the components and materials. The Contractor is deemed to have fully appreciated the difficulties which he might encounter in this respect, and he shall not be permitted to advance any grounds for delay in fulfilling his obligations.

41.2. Nadzorni organ će imati prava da, sam ili preko svojih agenata, vrši inspekciju, ispitivanja, merenja i testiranje komponenti, materijala i veština, kao i da proveri napredovanje priprema, proizvodnje i izrade svega onoga što treba da se pripremi, proizvede ili izradi u svrhu isporuke u okviru ugovora, a u smislu provere da li su komponente, materijali i veštine u skladu sa količinom i traženim kvalitetom. Ovo će da se izvede na mestu proizvodnje, izrade, pripreme ili na gradilištu ili bilo kom drugom mestu koje je navedeno u Ugovoru.

The Supervisor shall be entitled, either by himself or his agent, to inspect, examine, measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or on the site or at such other places as may be specified in the contract.

41.3. U svrhe ovakve inspekcije i testova Izvođač radova će da:

- a) obezbedi Nadzornom organu da privremeno i bez naplate, uz asistenciju testira uzorke, delove, mašine, opremu, alat, materijal i radnu snagu kao što se uobičajno traži pri izvršenju inspekcija i testiranja;
- b) usaglasi sa Nadzornim organom, vreme i mesto izvođenja testova;
- c) omogućiti pristup Nadzornom organu, u svako razumno vreme, mestu gde se testovi izvode.

For the purposes of such tests and inspections, the Contractor shall:

(a) provide to the Supervisor, temporarily and free of charge, such assistance, test samples, parts, machines, equipment, tools or materials and labour as are normally required for inspection and testing;

(b) agree, with the Supervisor, on the time and place for tests;

(c) provide access for the Supervisor at all reasonable times to the place where the tests are to be carried out.

41.4. Ukoliko Nadzorni organ nije prisutan na dan dogovoren za izvođenje testova, Izvođač radova može, sem ukoliko nije dobio drugačija uputstva od Nadzornog organa, nastaviti sa testovima za koje će se smatrati da su izvedeni u prisustvu Nadzornog organa. Izvođač će odmah proslediti propisno sertifikovane kopije rezultata Nadzornom organu, koji će ukoliko nije prisutvovao testovima biti obavezan rezultatima tih testova.

If the Supervisor is not present on the date agreed for tests, the Contractor may, unless otherwise instructed by the Supervisor, proceed with the tests, which shall be deemed to have been made in the Supervisor's presence. The Contractor shall forthwith forward duly certified copies of the test results to the Supervisor, who shall, if he has not attended the test, be bound by the test results.

41.5. Kada su komponente i materijali prošli testove iz člana 41, Nadzorni organ će obavestiti Izvođača radova i odobriti Izvođačeve sertifikate testova.

When components and materials have passed the tests referred to in Article 41, the Supervisor shall notify the Contractor or endorse the procedure's certificate to that effect.

41.6. Ukoliko se Izvođač radova i Nadzorni organ ne slože oko rezultata testova, svaki treba da iznese svoje stanovište drugom u roku od 15 dana od nesporazuma. Nadzorni organ ili Izvođač mogu tražiti da takvi testovi budu ponovljeni pod istim uslovima i okolnostima ili, ukoliko bilo koja strana to traži, da testove uradi ekspert izabran zajedničkom odlukom. Svi izveštaji testova treba da budu predati Nadzornom organu, koji će da prenese rezultate testova Izvođaču bez odlaganja. Rezultati ponovljenih testova su finalni. Troškovi ponovnog testiranja snosi ona strana čija su se stanovišta pokazala pogrešnim nakon ponovljenih testova.

If the Supervisor and the Contractor disagree on the test results, each shall give statement of his views to the other within 15 days after such disagreement arises. The Supervisor or the Contractor may require such tests to be repeated on the same terms and conditions or, if either party so requests, by an expert to be selected by common consent. All test reports shall be submitted to the Supervisor who shall communicate the results of these tests without delay to the Contractor. The results of the re-testing shall be conclusive. The cost of the re-testing shall be borne by the party whose views are proved wrong by the re-testing.

41.7. Tokom izvršavanja svojih dužnosti, Nadzorni organ i svi zaposleni ovlašćani od strane Nadzornog organa, će obelodaniti dobijene rezultate inspekcije i testiranja metoda proizvodnje i rada preduzeća samo onim osobama koje imaju pravo da to saznaju.

In the performance of his duties, the Supervisor and all persons authorized by him shall disclose only to those persons who are entitled to know of it information which he has obtained by reason of his inspection and testing of the methods of manufacture and operation of the undertaking.

Član / Article 42 – Neprihvatanje radova / Rejection

42.1. Komponente i materijali koji nemaju tražen kvalitet smatraće se odbijenim. Može se upotrebiti specijalna oznaka za komponente i materijale koji su odbačeni. Ovo ne treba da se izvede na način koji ih menja ili utiče na njihovu komercijalnu vrednost. Odbačeni materijali i komponente će se ukloniti sa gradilišta od strane Izvođača u roku koji određuje Nadzorni organ, a ukoliko se to ne desi, ukloniće ih Nadzorni organ o trošku i riziku Izvođača. Svaka vrsta radova koja se izvede sa upotrebljenim materijalom koji se smatra odbačenim, biće takođe odbačena.

Components and materials which are not of the specified quality shall be rejected. A special mark may be applied to the rejected components or materials. This shall not be such as to alter them or affect their commercial value. Rejected components and materials shall be removed by the Contractor from the site within a period which the Supervisor shall specify, failing which they shall be removed by the Supervisor as of right at the expense and risk of the Contractor. Any work incorporating rejected components or materials shall be rejected.

42.2. Tokom samog izvršenja radova a pre njihovog prijema, Nadzorni organ ima pravo da traži i odlučuje o:

a) uklanjanju sa gradilišta, u roku koji se precizira nalogom, svake komponente i materijala koji, po mišljenju Nadzornog organa, nisu u skladu sa ugovorom;

b) zameni komponentama i materijalima pogodnim i odgovarajućim; ili

c) rušenju i ponovnom izvođenju radova, ili zadovoljavajućim popravkama, uprkos svakom prethodnom tekstu i pokrivenim prelaznim plaćanjima bilo kojih radova koji, zbog komponenti, materijala, veština ili dizajna za koje je odgovoran, nisu po mišljenju Nadzornog organa u skladu sa ugovorom.

The Supervisor shall, during the progress of the works and before the works are taken over, have the power to order or decide:

(a) the removal from the site, within such time limits as may be specified in the order, of any components or materials which, in the opinion of the Supervisor, are not in accordance with the contract;

(b) the substitution of proper and suitable components or materials; or

(c) the demolition and proper re-execution, or satisfactory repair, notwithstanding any previous test thereof or interim payment therefore, of any work which, in respect of components, materials, workmanship or design by the Contractor for which he is responsible, is not, in the opinion of the Supervisor, in accordance with the contract.

42.3. Nadzorni organ će što je pre moguće obavesti Izvođača radova u pisanoj formi o svojoj odluci, i precizira pojedinosti eventualnog nedostatka.

The Supervisor shall, as soon as reasonably practicable, give to the Contractor notice in writing of his decision specifying particulars of the alleged defects.

42.4. Izvođač radova će što je moguće brže i o svom trošku, ispraviti gore navedene nedostatke. Ukoliko Izvođač ne postupi u skladu sa ovakvim nalogom, Ugovarač ima pravo da zaposli nekog drugog da izvrši iste radove i da sve nastale troškove oduzme od svote koja mu je data ili od planirane svote za isplatu Izvođaču.

The Contractor shall with all speed and at his expense make good the defects so specified. If the Contractor does not comply with such order, the Contracting Authority shall be entitled to employ other persons to carry out the same and all expenses consequent thereon or incidental thereto may be deducted by the Contracting Authority from any monies due or which may become due to the Contractor.

42.5. Propisi iz Člana 42 neće uticati na pravo Ugovarača iz Člana 36 i 63.

The provisions of Article 42 shall not affect the right of the Contracting Authority to claim under Articles 36 and 63.

Član / Article 43 – Vlasništvo nad opremom i materijalom/ Ownership of plant and materials

43.1. Sav pribor, privremeni radovi, oprema i materijal koje je obezbedio Izvođač kada je došao na gradilište smatraće se isključivo namenjenoj izvođenju radova i Izvođač radova ne sme da ukloni isti ili bilo koji drugi deo, izuzev u svrhe prenosa sa jednog dela gradilišta na drugi, bez pristanka Nadzornog organa. Takav pristanak neće biti tražen za vozila koja su uključena u transport stvari, radne snage, opreme, privremenih radova, inventara ili materijala do i sa gradilišta.

All equipment, temporary works, plant and materials provided by the Contractor shall, when brought on the site, be deemed to be exclusively intended for the execution of the works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent of the Supervisor. Such consent shall, however, not be required for vehicles engaged in transporting any staff, labour, equipment, temporary works, plant or materials to or from the site.

43.2. U Specijalnim uslovima može biti navedeno da sva oprema, privremeni radovi, inventar i materijal na gradilištu koje poseduje Izvođač ili bilo koja kompanija u kojoj izvođač ima kontrolu interesa će za vreme trajanja izvršenja radova će: a) biti opunomoćen od Ugovarača; ili

b) biti predmet prava na zalog u korist Ugovarača; ili

c) biti predmet bilo kog drugog dogovora povodom prvenstva interesa ili garancije.

The Special Conditions may provide that all equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works, be:

a) vested in the Contracting Authority; or

b) made subject to a lien in favour of the Contracting Authority; or

c) made subject to any other arrangement regarding priority interest or security.

43.3. U slučaju raskida ugovora u skladu sa Članom 63, usled prekršaja od strane Izvođača, Ugovarač će imati pravo da koristi opremu, privremene radove, inventar i materijal na gradilištu da bi završio radove.

In the event of termination of the contract in accordance with Article 63 due to the Contractor's breach of contract, the Contracting Authority shall be entitled to use the equipment, temporary works, plant and materials on site in order to complete the works.

43.4. Svaki dogovor Izvođača o najmu opreme, privremenih radova, inventara i materijala donetog na gradilište sadržaćće odredbu da na pisani zahtev Ugovarača u roku od 7 dana od dana kada je raskid po Članu 64 nastupio, uz saglasnost Ugovarača da od tog datuma plati sve troškove ovakvog zakupa, vlasnik ovakve opreme, privremenih radova, inventara ili materijala će ih dati u zakup Ugovaraču pod istim uslovima kao Izvođaču, izuzev što će Ugovarač biti ovlašćen da dozvoli njihovo korišćenje bilo kom drugom Izvođaču koga zaposli za završetak radova po Članu 64.3.

Any agreement for the hire by the Contractor of equipment, temporary works, plant and materials brought onto the site, shall contain a provision that on request in writing made by the Contracting Authority within 7 days after the date on which the termination under Article 64 becomes effective, and on the Contracting Authority undertaking to pay all hire charges in respect thereof from such date, the owner thereof will hire such equipment, temporary works, plant or materials to the Contracting Authority on the same terms as they were hired by the Contractor, save that the Contracting Authority shall be entitled to permit the use thereof by any other Contractor employed by him for completing the works under the provisions of Article 64.3.

43.5. Po raskidu Ugovora pre završetka radova, Izvođač je dužan da preda Ugovaraču svaki pribor, privremene radove, opremu ili materijal koji će se smatrati vlasništvom Ugovarača ili biti predmet zaloge po osnovu Člana 43.2. Ukoliko Izvođač ne postupi tako, Ugovarač može preuzeti mere koje se smatraju pogodnim za dobijanje vlasništva nad inventarom, privremenim radovima, opremom i materijalom, kako bi pokrio trošak učinjen od Izvođača.

Upon termination of the contract before completion of the works, the Contractor shall deliver to the Contracting Authority any plant, temporary works, equipment or materials the property in which has vested in the Contracting Authority or been made subject to a lien by virtue of Article 43.2. If he fails to do so, the Contracting Authority may take such appropriate action as it deems fit in order to obtain possession of such plant, temporary works, equipment and materials and recover the cost of so doing from the Contractor.

PLAĆANJE / PAYMENTS

Član / Article 44 – Opšti principi / General principles

44.1. Plaćanja će se vršiti u Evrima ili nacionalnoj valuti, na način definisan u Specijalnim uslovima. Specijalni uslovi će definisati administrativne ili tehničke uslove koji uređuju plaćanje avansa, privremene i/ili finalne isplate izvršene u saglasnosti sa Opštim uslovima.

Payments shall be made in euro or national currency as specified in the Special Conditions. The Special Conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the General Conditions.

44.2. Ugovarač će dospela plaćanja vršiti na račun u banci naveden na obrascu Finansijske identifikacije popunjenom od strane Izvođača. Isti obrazac, priložen uz zahtev za plaćanje, mora se koristiti za obaveštenje o promeni bankovnog računa.

Payments due by the Contracting Authority shall be made to the bank account mentioned on the financial identification form completed by the Contractor. The same form, annexed to the payment request must be used to report changes of bank account.

44.3. Ugovarač će Izvođaču izvršiti plaćanja dospelih iznosa po svakoj od privremenih situacija, kao i okončanoj situaciji izdatim od strane Nadzornog organa u roku od 90 dana od dana dostave ovakvih situacija Ugovaraču. Datumom plaćanja će se smatrati datum kada je zadužen račun isplatio. Situacija neće biti prihvatljiva ukoliko nije ispunjen jedan ili više suštinskih zahteva.

Payments to the Contractor of the amounts due under each of the interim payment certificates and the final statement of account issued by the Supervisor shall be made by the Contracting Authority within 90 days of such certificate of statement being delivered to the Contracting Authority. The date of payment shall be the date on which the paying institution's account is debited. The payment certificate shall not be admissible if one or more essential requirements are not met.

44.4. Period naveden u članu 44.3 može biti suspendovan putem obaveštenja Izvođaču da situacija ne može biti realizovana jer vrednost nije dospela, jer nisu obezbeđeni odgovarajući prateći dokumenti ili zato što postoje dokazi da troškovi mogu biti neprihvatljivi. U poslednjem slučaju, može biti sprovedena kontrola na terenu radi dalje provere. Izvođač će dati objašnjenja, modifikacije ili dodatne informacije u roku od 30 dana nakon što je to od njega zatraženo. U roku od 30 dana od prijema objašnjenja, Nadzorni organ će doneti odluku i ukoliko je to potrebno izdati revidiranu situaciju, a period plaćanja će nastaviti da teče od tog datuma.

The period referred to in 44.3 may be suspended by notifying the Contractor that the payment certificate or the final statement of accounts cannot be fulfilled because the sum is not due, because appropriate substantiating documents have not been provided or because there is evidence that the expenditure might not be eligible. In the latter case, an inspection may be carried out on the spot for the purpose of further checks. The Contractor shall provide clarifications, modifications or further information within 30 days of being asked to do so. Within 30 days of receipt of the clarification, the Supervisor shall decide and issue if need be a revised payment certificate or a final statement of account and the payment period shall continue to run from this date.

44.5. Izvođač se obavezuje da Ugovaraču povрати svaku više uplaćenu sumu koja prevazilazi iznos dospele finalne sume pre datuma navedenog u knjižnom zaduženju, odnosno 45 dana od datuma izdavanja tog

knjižnog zaduženja. Ukoliko Izvođač ne izvrši ovaj povraćaj u roku koji mu je postavio Ugovarač, Ugovarač može (izuzev u slučajevima kada je Ugovarač deo vlade ili javni organ zemlje članice EU) povećati iznos dospelog povraćaja pripisivanjem kamate na prvi dan meseca u kome je rok istekao, plus 3.5 procentnih poena i to po: - reeskontovanoj stopi u koju primenjuje centralna banka zemlje Ugovarača ukoliko se plaćanja vrše u nacionalnoj valuti te zemlje; - stopi koju primenjuje Evropska centralna banka na svoje glavne transakcije refinansiranja u Evrima, objavljenoj u Službenom listu EU, serija C, ukoliko se plaćanje vrši u Evrima. Kamata za neizvršenu obavezu će biti obračunata za vreme koje protekne između datuma roka za uplatu koji je odredio Ugovarač i datuma kada je plaćanje zaista izvršeno. Svako parcijalno plaćanje mora najpre pokriti ovako određenu kamatu. Sume povraćaja Ugovaraču mogu se odbiti od bilo koje vrste plaćanja dospelih Izvođaču. Ovo neće imati uticaj na pravo ugovornih strana da se sporazumeju o plaćanju u ratama. Troškove bankarskih provizija nastalih usled povraćaja preplaćenog iznosa Ugovaraču u potpunosti će snositi Izvođač.

The Contractor undertakes to repay any amounts paid in excess of the final amount due to the Contracting Authority before the deadline indicated in the debit note which is 45 days from the issuing of that note. Should the Contractor fail to make repayment within the deadline set by the Contracting Authority, the Contracting Authority may (unless the Contractor is a government department or public body of a Member State of the European Union) increase the amounts due by adding interest: - at the rediscount rate applied by the central bank of the country of the Contracting Authority if payments are in the currency of that country; - at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro, on the first day of the month in which the time-limit expired, plus three and a half percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline set by the Contracting Authority and the date on which payment is actually made. Any partial payments shall first cover the interest thus established. Amounts to be repaid to the Contracting Authority may be offset against amounts of any kind due to the Contractor. This shall not affect the parties' right to agree on payment in instalments. Bank charges involved in the repayment of amounts due to the Contracting Authority shall be borne entirely by the Contractor.

44.6. U slučajevima kada je to neophodno, EU kao donator može preuzeti ovo potraživanje od Ugovarača. Where necessary the European Union may as a donor subrogate itself to the Contracting Authority.

Član / Article 45 – Ugovori sa privremenom cenom / Provisional price contracts

45.1. U izuzetnim slučajevima, kada je dodeljen ugovor sa privremenom cenom, iznosi plativi po ugovoru će se računati na sledeći način:

- a) Kao kod ugovora troškovi-plus, na način naveden u članu 49.1 (c); ili
- b) Inicijalno na osnovu privremenih cena, a nakon što uslovi realizacije ugovora postanu poznati, kao kod ugovora sa paušalnom cenom ili ugovora sa cenama po jedinici mere, na način naveden u članu 49.1 (a) i (b), respektivno, ili kao kod hibridnih ugovora.

In exceptional cases, where a provisional price contract has been awarded, the amounts payable under the contract shall be calculated as follows:

- (a) as for cost-plus contracts in Article 49.1 (c); or
- (b) initially on the basis of provisional prices and, after the conditions for performing the contract are known, as for lump-sum contracts or unit price contracts in Article 49.1 (a) and (b) respectively, or as in a hybrid contract.

45.2. Izvođač će obezbediti informacije o svakom predmetu povezanom sa ugovorom koje Ugovarač ili Nadzorni organ mogu osnovano zahtevati u svrhu kalkulacije. U slučajevima kada se ne može postići sporazum o valorizaciji radova, Nadzorni organ će odrediti iznose za isplatu.

The Contractor shall supply such information as the Contracting Authority or the Supervisor may reasonably require in respect of any matter relating to the contract for the purpose of the calculation. Where agreement cannot be reached on the valuation of the works, the amounts payable shall be determined by the Supervisor.

Član / Article 46 – Avansno plaćanje / Pre-financing

46.1. Ukoliko je to navedeno u Specijalnim uslovima, Izvođaču će na njegov zahtev biti odobreno avansno plaćanje za operacije povezane sa realizacijom zadataka, i to u sledećim slučajevima:

- a) Kao paušalni iznos avansa koji mu omogućava da pokrije troškove nastale usled započinjanja ugovora;
- b) Ukoliko obezbedi dokaz o zaključenju ugovora o kupovini ili porudžbinu materijala, inventara, opreme, mašina i alata, neophodnih za realizaciju ugovora, kao i o bilo kakvim drugim znatnim prethodnim troškovima kao što su nabavka patenata ili troškovi studija.

If the Special Conditions so provide, pre-financing shall be granted to the Contractor, at his request, for operations connected with the implementation of the tasks, in the cases listed hereinafter:

(a) as a lump-sum advance enabling him to meet expenditure resulting from the commencement of the contract;

(b) if he affords proof of the conclusion of a contract for the purchase or order of materials, plant, equipment, machines and tools, necessary for the execution of the contract, and of any other substantial prior expenses such as the acquisition of patents or study costs.

46.2. Specijalnim uslovima će biti definisana suma avansnog plaćanja, koja neće preći 10% originalne ugovorne cene za paušalne ugovore navedene u članu 46.1 (a) i 20% ugovorne cene za sve druge vrste avansiranja navedene u članu 46.1 (b).

The Special Conditions shall state the amount of the pre-financing which shall not exceed 10% of the original contract price for the lump-sum referred to in Article 46.1 (a) and 20 % of the contract price for all other pre-financing referred to in Article 46.1 (b).

46.3. Nikakvo avansiranje neće biti odobreno pre:

a) zaključenja ugovora;

b) obezbeđivanja Izvršne garancije od strane Izvođača radova Ugovaraču u skladu sa Članom 15; i

c) i obezbeđivanja Ugovaraču od strane Izvođača posebne neposredne garancije na kompletnu avansnu svotu, u formatu datom u ugovoru, a koju je izdala neka od institucija navedenih u članu 15.3, sa rokom važenja do trenutka potpune otplate avansa privremenim plaćanjima po ugovoru. U slučaju kada je Izvođač javni organ, Ugovarač se može odreći prava na ovu posebnu neposrednu garanciju, zavisno od rezultata procene rizika.

No pre-financing shall be granted until:

(a) the conclusion of the contract;

(b) provision to the Contracting Authority by the procedure of the performance guarantee in accordance with Article 15; and by

(c) provision to the Contracting Authority by the Contractor of a separate directly liable guarantee, in the format provided for in the contract, for the full amount of the pre-financing, by the institutions referred to in Article 15.3, which shall remain effective until the pre-financing has been completely repaid by the Contractor out of interim payments under the contract. Where the Contractor is a public body the obligation for a separate directly liable guarantee may be waived depending on a risk assessment.

46.4. Izvođač će koristiti avans isključivo za operacije povezane sa realizacijom zadatka. Ukoliko Izvođač zloupotrebi bilo koji deo avansa, on će odmah dospeti za povraćaj i izgubiće pravo na dalje avansiranje.

The Contractor shall use the pre-financing exclusively for operations connected with the implementation of the tasks. Should the Contractor misuse any portion of the pre-financing, it shall become due and repayable immediately and no further pre-financing payments will be made to him.

46.5. Ukoliko Avansna garancija prestane da važi i Izvođač je ne obnovi, Ugovarač može ili umanjiti naredna dospela plaćanja Izvođaču za iznos avansa, ili primeniti odredbe člana 15.6.

Should the pre-financing guarantee cease to be valid and the Contractor fail to re-validate it, either a deduction equal to the amount of the pre-financing may be made by the Contracting Authority from future payments due to the Contractor under the contract, or the Contracting Authority may apply the provisions of Article 15.6.

46.6. Ukoliko je ugovor raskinut iz bilo kojih razloga, avansne garancije se mogu aktivirati kako bi se naplatio iznos avansa koji Izvođač još uvek duguje, a davalac garancije neće ni iz kog razloga odlagati plaćanje ni ulagati prigovore.

If the contract is terminated for any reason whatsoever, the guarantees securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the Contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

46.7. Avansna garancija definisana članom 46 biće oslobođena kada avans bude otplaćen.

The pre-financing guarantee provided for in Article 46 shall be released as and when pre-financing is repaid.

46.8. Ostali uslovi i procedure za odobravanje i otplatu avansa dati su u Specijalnim uslovima.

Further conditions and procedures for granting and repaying pre-financing shall be as laid down in the Special Conditions.

Član / Article 47 – Retenciona svota / Retention monies

47.1. Svota koja će biti zadržana od iznosa Privremenih situacija na ime garancije za ispunjenje obaveza Izvođača tokom garantnog perioda, kao i detaljna pravila kojima se ovo pitanje uređuje biće navedeni u Specijalnim uslovima, s tim što ni pod kojim uslovima neće preći 10% ugovorne cene.

The sum which shall be retained from interim payments by way of guarantee to meet the Contractor's obligations during the defects liability period, and the detailed rules governing that guarantee, shall be stipulated in the Special Conditions, provided that it shall, in no case, exceed 10% of the contract price.

47.2. Ukoliko za to dobije odobrenje Ugovarača, Izvođač može, ukoliko želi, da zameni ove retencione sume retencionom garancijom izdatom u skladu sa članom 15.3, što mora učiniti najkasnije do datuma određenog za početak radova.

Subject to the approval of the Contracting Authority, the Contractor may, if he so wishes, substitute, not later than the date fixed for the commencement of the works, these retention sums by a retention guarantee issued in accordance with Article 15.3.

47.3. Retenciona svota će biti oslobođene u roku od 45 dana od datuma izdavanja okončane situacije, navedene u članu 51.

The sum retained shall be released within 45 days of the issuing of the signed final statement of account referred to in Article 51.

Član / Article 48 – Revizija cena / Revision of prices

48.1. Ukoliko nije drugačije navedeno u Specijalnim uslovima ili po članu 48.4, ugovor će imati fiksnu cenu koja neće biti revidirana.

Unless otherwise stipulated in the Special Conditions, and except as provided in Article 48.4 the contract shall be at fixed prices which shall not be revised.

48.2. U slučaju kada cene po ugovoru mogu biti revidirane, ovakva revizija će uzeti u obzir varijacije u cenama bitnih lokalnih ili eksternih elemenata koji služe kao baza za kalkulaciju tenderske cene, kao što su radna snaga, usluge, materijali i zalihe, kao i takes definisane zakonima ili drugom regulativom. Detaljna pravila za reviziju biće navedena u Specijalnim uslovima.

Where prices may be revised under the contract, such revision shall take into account variations in the prices of significant local or external elements which serve as a basis for the calculation of the tender price, such as manpower, services, materials and supplies, as well as charges laid down by law or regulation. The detailed rules for the revision shall be as laid down in the Special Conditions.

48.3. Smatraće se da su cene date u ponudi Izvođača:

a) Dobijene na bazi uslova na snazi 30 dana pre poslednjeg roka za podnošenje ponuda; ili u slučaju ugovora baziranih na direktnom dogovoru na dan zaključenja ugovora;

b) Uzele u obzir pravnu i poresku regulativu na snazi na referentni datum naveden u članu 48.3 (a).

Prices contained in the Contractor's tender shall be deemed:

(a) to have been arrived at on the basis of the conditions in force 30 days prior to the latest date fixed for submission of tenders; or in the case of direct agreement contracts, on the date of the contract; (b) to have taken account of the legislation and the relevant tax arrangements applicable at the reference date fixed in Article 48.3 (a).

48.4. U slučaju promena ili stupanja na snagu nacionalnog ili državnog Statuta, naredbe, dekreta ili drugog zakona, kao i regulative i pravilnika bilo kojih lokalnih ili drugih javnih vlasti, nakon datuma navedenog u članu 48.3, a što prouzrokuje promenu u ugovornim odnosima između ugovornih strana, Ugovarač i Izvođač će se konsultovati o načinu na koji je najbolje nastaviti sa ugovorom, i kao rezultat tih konsultacija mogu odlučiti:

a) Da modifikuju ugovor; ili

b) Da jedna ugovorna strana drugoj isplati kompenzaciju za nastali debalans; ili

c) Da se sporazumno raskine ugovor.

In the event of changes to, or introduction of, any national or State statute, ordinance, decree or other law, or any regulation or by-law of any local or other public authority, after the date stated in Article 48.3 which causes a change in the contractual relationship between the parties to the contract, the Contracting Authority and the Contractor shall consult on how best to proceed further under the contract, and may as a result of such consultation decide:

(a) to modify the contract; or

(b) on payment of compensation for the resulting imbalance by one party to the other; or

(c) to terminate the contract by mutual agreement.

48.5. U slučaju kašnjenja sa realizacijom zadataka za koje je odgovoran Izvođač, pokazatelji koje treba uzeti u obzir prilikom revizije cena u toku perioda kašnjenja biće izabrani između onih koji su primenjeni na poslednju privremenu situaciju izdatu za zadatke realizovane u roku i onih koji su revidirani do privremenog prihvatanja radova, i to tako da se izaberu oni koji su za Ugovarača najpovoljniji.

In the event of a delay in the implementation of the tasks for which the Contractor is responsible, the indices to be considered for the revision of prices during the period of delay shall be the most advantageous to the

Contracting Authority between those applied to the last interim certificate issued for tasks implemented during the period of implementation of tasks and those revised up to the provisional acceptance of the tasks.

Član / Article 49 – Merenje / Measurement

49.1. Na vrednovanje ugovora o izvođenju radova primenjivaće se sledeći metodi:

a) Za ugovore sa paušalnom cenom, vrednost ugovora će biti određena na bazi pregleda i analize sveobuhvatne paušalne ugovorne cene, ili na bazi pregleda i analize izraženih u obliku procenta ugovorne cene koji odgovara završetku pojedinih faza radova. Tamo gde su stavke izražene u količinama, radiće se o fiksnim količinama za koje je Izvođač dao svoju sveobuhvatnu cenu i biće isplaćene bez obzira na stvarno izvedenu količinu radova.

b) Za ugovore bazirane na ceni po jedinici mere:

(i) Vrednost ugovora će biti izračunata primenom cena po jedinici mere na stvarno realizovanu količinu odgovarajućih artikala, u skladu sa ugovorom;

(ii) Količine navedene u predmeru i predračunu su procenjene količine radova, i neće se smatrati stvarnim i tačnim količinama radova koje Izvođač treba da izvede u sklopu ispunjavanja svojih obaveza po ugovoru;

(iii) Nadzorni organ će merenjem odrediti stvarne količine radova koje je izveo Izvođač, i one će biti isplaćene u skladu sa članom 50. Ukoliko nije drugačije predviđeno u Specijalnim uslovima, ništa neće moći da bude dodato artiklima (stavkama) navedenim u predmeru i predračunu, izuzev ukoliko je to rezultat modifikacije u skladu sa članom 37 ili drugom odredbom ugovora koja Izvođaču omogućuje dodatno plaćanje;

(iv) Kada zahteva merenje bilo kog dela radova, Nadzorni organ će dati Izvođaču razuman rok da prisustvuje, ili pošalje kvalifikovanog agenta koji će ga predstavljati. Izvođač ili njegov agent će pomoći Nadzornom organu u izvođenju ovakvih merenja i obezbediće sve podatke tražene od strane Nadzornog organa. Ukoliko Izvođač ne prisustvuje ili ne pošalje ovakvog agenta, merenje izvedeno ili odobreno od strane Nadzornog organa će biti obavezujuće za Izvođača;

(v) Radovi će se meriti na neto bazi, ne uzimajući u obzir bilo kakve opšte ili lokalne običaje, izuzev u slučajevima kada je u ugovoru drugačije predviđeno.

c) Za troškovi-plus ugovore, vrednost ugovora će biti određena na bazi stvarnih troškova, uz dogovoren dodatak za opšte troškove i profit. Specijalni uslovi će definisati informacije koje Izvođač mora da dostavi Nadzornom organu u svrhe date članom 49.1 (c) i način na koji one treba da budu dostavljene.

The following methods shall apply to the valuation of works contracts:

(a) For lump-sum contracts, the amount due under the contract shall be determined on the basis of the breakdown of the overall contract price, or on the basis of a breakdown expressed as a percentage of the contract price corresponding to completed stages of the works. Where items are accompanied by quantities, these shall be firm quantities for which the Contractor has submitted his all-in price, and shall be paid for irrespective of the quantities of work actually carried out.

(b) For unit price contracts:

(i) the amount due under the contract shall be calculated by applying the unit rates to the quantities actually executed for the respective items, in accordance with the contract;

(ii) the quantities set out in the bill of quantities shall be the estimated quantities of the works, which shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract;

(iii) the Supervisor shall determine by measurement the actual quantities of the works executed by the Contractor, and these shall be paid for in accordance with Article 50. Unless otherwise provided in the Special Conditions no additions shall be made to the items in the bill of quantities except as a result of a modification in accordance with Article 37 or another provision of the contract entitling the Contractor to additional payment;

(iv) the Supervisor shall, when he requires any parts of the works to be measured, give reasonable notice to the Contractor to attend, or to send a qualified agent to represent him. The Contractor or his agent shall assist the Supervisor in making such measurements and shall furnish all particulars required by the Supervisor. Should the Contractor not attend, or omit to send such agent, the measurement made by the Supervisor or approved by him shall be binding on the Contractor;

(v) the works shall be measured net, notwithstanding any general or local custom, except where otherwise provided for in the contract.

(c) For cost-plus contracts, the amount due under the contract shall be determined on the basis of actual costs with an agreed addition for overheads and profit. The Special Conditions shall stipulate the information which the Contractor is required to submit to the Supervisor for the purpose of Article 49.1 (c) and the manner in which it should be submitted.

49.2. U slučajevima kada je neka stavka u ugovoru definisana kao „privremena“, privremena suma opredeljena za nju neće biti uzeta u obzir prilikom kalkulacije procenata navedenih u članu 37.

Where an item in the contract is indicated as 'provisional' the provisional sum set aside for it shall not be taken into account in calculating the percentages referred to in Article 37.

Član / Article 50 – Privremene situacije / Interim payments

50.1. Ukoliko u Specijalnim uslovima nije drugačije navedeno, Izvođač će podneti dokumentaciju za plaćanje Privremene situacije Nadzornom organu na kraju svakog perioda navedenog u članu 50.7, u formatu koji je on odobrio. Ova dokumentacija će, ukoliko je to primenljivo, sadržati sledeće:

- a) Procenjenu ugovornu vrednost stalnih radova izvršenih do kraja datog perioda;
- b) Vrednost koja odražava sve revizije cena u skladu sa članom 48;
- c) Vrednost koju treba zadržati na ime retencione sume u skladu sa članom 47;
- d) svaki kredit i/ili zaduženje za dati period u pogledu inventara i materijala na gradilištu koji su namenjeni, ali još uvek nisu ugrađeni u stalne radove, u vrednosti i pod uslovima datim u članu 50.2;
- e) iznos umanjenja po osnovu otplate avansa po odredbama člana 46; i
- f) svaki drugi iznos na koji Izvođač radova može imati prava po ugovoru.

Unless otherwise specified in the Special Conditions, the Contractor shall submit an application for interim payment to the Supervisor at the end of each period referred to in Article 50.7 in a form approved by the Supervisor. The application shall include the following items, as applicable:

- (a) the estimated contract value of the permanent works implemented up to the end of the period in question;
- (b) an amount reflecting any revision of prices pursuant to Article 48;
- (c) an amount to be withheld as retention sum under Article 47;
- (d) any credit and/or debit for the period in question in respect of plant and materials on site intended for, but not yet incorporated in, the permanent works in the amount and under the conditions set out in Article 50.2;
- (e) an amount to be deducted on account of the pre-financing repayment under the provisions of Article 46; and
- (f) any other sum to which the Contractor may be entitled under the contract.

50.2. Izvođač će imati pravo na iznose koje Nadzorni organ smatra odgovarajućim u pogledu inventara i materijala koji su namenjeni, ali još uvek nisu ugrađeni u stalne radove, pod uslovom da:

- a) inventar i materijal odgovaraju specifikacijama za stalne radove i da su postavljeni u skupinama na način da su prepoznatljivi Nadzornom organu;
- b) su inventar i materijal isporučeni na gradilište i da su ispravno uskladišteni i zaštićeni od gubitaka, oštećenja ili propadanja do stepena koji Nadzorni organ smatra zadovoljavajućim;
- c) je evidencija Izvođača radova o zahtevima, narudžbinama, prijemu i upotrebi inventara i materijala po ugovoru vođena u formi odobreno od strane Nadzornog organa, kao i da je na raspolaganju Nadzornom organu za inspekciju;
- d) Izvođač radova podnese, zajedno sa svojom izjavom, procenjenu vrednost inventara i materijala na gradilištu, kao i dokumentaciju koju Nadzorni organ može tražiti radi vrednovanja inventara i materijala i obezbeđivanja dokaza o vlasništvu i plaćanju za njih; i
- e) U slučajevima kada je tako određeno u Specijalnim uslovima, smatraće se da su inventar i materijal opisani u članu 43 u vlasništvu Ugovarača.

The Contractor shall be entitled to such sums as the Supervisor may consider proper in respect of plant and materials intended for, but not yet incorporated in, the permanent works provided that:

- (a) the plant and materials conform with the specifications for the permanent works and are set out in batches in a way that they may be recognized by the Supervisor;
- (b) such plant and materials have been delivered to the site, and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Supervisor;
- (c) the Contractor's record of requirements, orders, receipts and use of plant and materials under the contract are kept in a form approved by the Supervisor and such records are available for inspection by the Supervisor;
- (d) the Contractor submits with his statement, the estimated value of the plant and materials on site together with such documents as may be required by the Supervisor for the purpose of valuation of the plant and materials and providing evidence of ownership and payment therefor; and (e) where the Special Conditions so provide, ownership of the plant and materials referred to in Article 43 shall be deemed to be vested in the Contracting Authority.

50.3. Odobrenje Nadzornog organa za plaćanje Privremenih situacija u smislu inventara i materijala navedenih u članu 50 neće ugroziti pravo Nadzornog organa da u okviru ugovora odbije bilo koji inventar ili materijal koji nije u skladu sa odredbama ugovora.

Approval by the Supervisor of any interim payment certified by him in respect of plant and materials pursuant to Article 50 shall be without prejudice to the exercise of any power of the Supervisor under the contract to reject any plant or materials which are not in accordance with the provisions of the contract.

50.4. Izvođač će biti odgovoran za svaki gubitak ili štetu na ovakvom inventaru i materijalu, kao i za troškove njihovog skladištenja i rukovanja na gradilištu i obezbediće takvo dodatno osiguranje koje je neophodno za pokrivanje rizika ovakvih gubitaka ili štete iz bilo kojih razloga.

The Contractor shall be responsible for any loss or damage to, and for the cost of storing and handling of, such plant and materials on site and shall effect such additional insurance as may be necessary to cover the risk of such loss or damage from any cause.

50.5. U roku od 30 dana od prijema pomenutog zahteva za plaćanje Privremene situacije, on će biti odobren ili korigovan na način koji, po mišljenju Nadzornog organa, reflektuje iznos čije plaćanje dospeva Izvođaču u skladu sa ugovorom. U slučaju kada postoje različita mišljenja u pogledu cene neke pozicije, stanovište Nadzornog organa će se smatrati preovlađujućim. Nakon utvrđivanja iznosa plativog Izvođaču, Nadzorni organ će, u okviru istog roka od 30 dana, izdati i dostaviti Ugovaraču na plaćanje a Izvođaču radi informacije, Privremenu situaciju na iznos na koji Izvođač ima pravo, kao i informisati Izvođača o radovima za koje je plaćanje izvršeno.

Within 30 days of receipt of the said application for interim payment, it shall be approved or amended in such manner that, in the Supervisor's opinion, the application reflects the amount due to the Contractor in accordance with the contract. In cases where there is a difference of opinion as to the value of an item, the Supervisor's view shall prevail. On determination of the amount due to the Contractor, the Supervisor shall, within the same 30 days deadline, issue and transmit to the Contracting Authority for payment and to the Contractor for information, an interim payment certificate for the amount due to the Contractor and shall inform the Contractor of the works for which payment is being made.

50.6. Nadzorni organ može, putem dokumenta Privremene situacije, napraviti bilo kakve ispravke ili modifikacije na svakoj ranijoj situaciji koju je on izdao i ima ovlašćenja da modifikuje vrednost ili obustavi izdavanje bilo koje Privremene situacije ukoliko radovi ili neki njihov deo nisu izvršeni do stepena ili na način koji on smatra zadovoljavajućim.

The Supervisor may, by an interim payment certificate, make any corrections or modifications to any previous certificate issued by him and shall have power to modify the valuation in or withhold the issue of, any interim payment certificate if the works or any part thereof is not being carried out to his satisfaction.

50.7. Zahtev za plaćanje Privremenih Situacija ne može biti na iznos manji od 10.000,00 Evra.

Application for interim payments shall worth at least 10,000,00 Euro.

Član / Article 51 – Okončana situacija / Final statement of account

51.1. Ukoliko u Specifičnim uslovima nije drugačije navedeno, Izvođač će najkasnije 90 dana nakon izdavanja uverenja o završnom prijemu radova - Upotrebne dozvole, pomenutog u članu 62, predati Nadzornom organu nacrt Okončane situacije sa pratećom dokumentacijom koja detaljno pokazuje vrednost radova izvedenih u skladu sa ugovorom, kao i sve ostale iznose na koje Izvođač smatra da ima pravo po ugovoru, kako bi omogućio Nadzornom organu da pripremi finalnu Okončanu situaciju.

Unless otherwise agreed in the Special Conditions, the Contractor shall not later than 90 days after the issue of the final acceptance certificate referred to in Article 62, submit to the Supervisor a draft final statement of account with supporting documents showing in detail the value of the work done in accordance with the contract, together with all further sums which the Contractor considers to be due to him under the contract in order to enable the Supervisor to prepare the final statement of account.

51.2. U roku od 90 dana od prijema nacrta Okončane situacije i svih informacija osnovano traženih za njenu verifikaciju, Nadzorni organ će pripremiti finalnu Okončanu situaciju koja određuje:

- a) iznos koji po njegovom mišljenju, predstavlja završno dugovanje po ugovoru;
- b) nakon utvrđivanja prethodno izmirenih iznosa od strane Ugovarača i svih iznosa na koje Ugovarač ima pravo po ugovoru, ostatak plaćanja (ukoliko ga ima) Ugovarača prema Izvođaču ili Izvođača prema Ugovaraču, u zavisnosti od situacije.

Within 90 days after receipt of the draft final statement of account and of all information reasonably required for its verification, the Supervisor shall prepare the final statement of account, which determines:

- (a) the amount which in his opinion is finally due under the contract; and
- (b) after establishing the amounts previously paid by the Contracting Authority and all sums to which the Contracting Authority is entitled under the contract, the balance, if any, due from the Contracting Authority to the Contractor, or from the Contractor to the Contracting Authority, as the case may be.

51.3. Nadzorni organ će Ugovaraču, ili njegovom propisno ovlašćenom predstavniku I Izvođaču, izdati finalnu Okončanu situaciju koja pokazuje finalni iznos na koji Izvođač ima pravo po ugovoru. Ugovarač ili njegov ovlašćeni predstavnik i Izvođač će potpisati finalnu Okončanu situaciju u znak prihvatanja pune i

finalne vrednosti izvedenih radova po ugovoru i odmah će dostaviti potpisan primerak Nadzornom organu. Međutim, finalna Okončana situacija neće obuhvatiti sporne iznose, koji su predmet pregovora, rasprave, arbitraže ili parnice.

The Supervisor shall issue to the Contracting Authority or to its duly authorized representative, and to the Contractor, the final statement of account showing the final amount to which the Contractor is entitled under the contract. The Contracting Authority or its duly authorized representative and the Contractor shall sign the final statement of account as an acknowledgement of the full and final value of the work implemented under the contract and shall promptly submit a signed copy to the Supervisor. However, the final statement of account shall not include amounts in dispute which are the subject of negotiations, conciliation, arbitration or litigation.

51.4. Okončana situacija potpisana od strane Izvođača radova predstavljaće pisanu saglasnost Ugovaraču, potvrđujući da total u Okončanoj situaciji predstavlja potpuno i finalno poravnanje novčanih potraživanja Izvođača po ugovoru, izuzev iznosa koji su predmet pregovora, rasprava, arbitraže ili parnice. Međutim, ovakvo poravnanje će imati dejstvo samo nakon isplate dugovanja prema Izvođaču radova po Okončanoj situaciji i nakon što je Izvršna garancija opisana u članu 15 vraćena Izvođaču radova.

The final statement of account signed by the Contractor shall constitute a written discharge of the Contracting Authority confirming that the total in the final statement of account represents full and final settlement of all monies due to the Contractor under the contract, other than those amounts which are the subject of amicable settlement, arbitration or litigation. However, such discharge shall become effective only after any payment due in accordance with the final statement of account has been made and the performance guarantee referred to in Article 15 has been returned to the Contractor.

51.5. Ugovarač neće biti odgovoran Izvođaču radova za bilo koji slučaj ili predmet koji može nastati iz ili u vezi sa ugovorom ili izvođenjem radova, ukoliko Izvođač radova nije uključio potraživanje u tom smislu u svoj nacrt Okončane situacije.

The Contracting Authority shall not be liable to the Contractor for any matter or thing whatsoever arising out of, or in accordance with, the contract or execution of the works, unless the Contractor shall have included a claim in respect thereof in his draft final statement of account.

Član / Article 52 – Direktna plaćanja podizvođačima / Direct payments to sub-contractors

52.1. Kada Nadzorni organ primi zahtev od podizvođača, propisno opravdan u skladu sa članom 7, u smislu da Izvođač još uvek nije ispunio svoje finansijske obaveze prema podizvođaču, Nadzorni organ će upozoriti Izvođača da ili plati podizvođaču, ili da ga obavesti o razlozima zbog kojih plaćanje ne treba da bude izvršeno. Ukoliko ovakvo plaćanje ne bude izvršeno, niti budu navedeni razlozi u okviru perioda upozorenja, Nadzorni organ može, pošto se uverio da su radovi izvedeni, overiti, a Ugovarač platiti dug koji potražuje podizvođač iz sume koju još uvek duguje Izvođaču. Izvođač će ostati u potpunosti odgovoran za rad u pogledu koga je direktno plaćanje izvršeno.

When the Supervisor receives a claim from a sub-Contractor duly approved under Article 7 to the effect that the Contractor has not met his financial obligations so far as the sub- Contractor is concerned, the Supervisor shall give notice to the Contractor either to pay the sub-Contractor or to inform him of the reasons why payment should not be made. Should such payment not be made, or reasons not be given within the period of notice, the Supervisor may, after satisfying himself that the work has been carried out, certify, and the Contracting Authority shall meet the debt claimed by the sub-Contractor out of the sums remaining due to the Contractor. The Contractor shall remain entirely responsible for the work in respect of which direct payment has been made.

52.2. Ukoliko Izvođač da odgovarajuće razloge za odbijanje plaćanja celine ili dela duga koji podizvođač potražuje, Ugovarač će isplatiti podizvođaču samo one sume koje nisu sporne. Iznosi koje potražuje podizvođač, a u vezi kojih je Izvođač dao odgovarajuće razloge za odbijanje plaćanja, biće plaćeni od strane Ugovarača jedino nakon što su strane došle do prijateljskog rešenja spora, nakon odluke arbitraže ili nakon što je Nadzorni organ propisno obavešten o sudskoj odluci.

If the Contractor gives adequate reasons for refusing to meet all or part of the debt claimed by the sub-contractor, the Contracting Authority shall only pay to the subcontractor such sums as are not in dispute. Sums claimed by the sub-Contractor in respect of which the Contractor has given adequate reasons for his refusal to pay shall be paid by the Contracting Authority only after the parties have come to an amicable settlement, or after the decision of an arbitrating authority or after a judgment of a court has been duly notified to the Supervisor.

52.3. Direktna plaćanja podizvođačima neće preći vrednost usluga pruženih od strane podizvođača za koje traže plaćanje, a po ugovornim cenama; vrednost po ugovornim cenama će biti izračunata ili procenjena na osnovu predmera i predračuna, cenovnika ili pregleda sveobuhvatne paušalne cene.

Direct payments to sub-contractors shall not exceed the value at contract prices of the services performed by the sub-contractors for which they request payment; the value at contract prices shall be calculated or assessed on the basis of the bill of quantities, the price schedule or the breakdown of the lump sum price.

52.4. Direktna plaćanja podizvođačima će biti izvršena u potpunosti u nacionalnoj valuti zemlje u kojoj se ugovor realizuje, ili delom u nacionalnoj valuti, a delom u stranoj valuti, u skladu sa ugovorom.

Direct payments to sub-contractors shall be made entirely in the national currency of the country in which the contract is performed, or partly in such national currency and partly in foreign currency, in accordance with the contract.

52.5. U slučajevima kada se plaćanja prema podizvođaču vrše u stranoj valuti, ona će biti kalkulisana u skladu sa članom 56. Ona neće dovesti ni do kakvog povećanja ukupnog iznosa plativog u stranoj valuti predviđenog ugovorom.

Where direct payments to sub-contractors are made in foreign currency, they shall be calculated in accordance with Article 56. They shall not result in any increase in the total amount payable in foreign currency, as stipulated in the contract.

52.6. Odredbe člana 52 primenjivaće se pod uslovom poštovanja zakonskih regulative primenljivih u skladu sa članom 54, u vezi prava na isplatu kreditora koji su korisnici prenosa kredita ili kolateralnog jemstva.

The provisions of Article 52 shall apply subject to the requirements of the law applicable by virtue of Article 54 concerning the right to payment of creditors who are beneficiaries of an assignment of credit or of a collateral security.

Član / Article 53 – Zakasnela plaćanja / Delayed payments

53.1. Nakon isteka roka utvrđenog članom 27.1, Dobavljač može, u roku od dva meseca od kašnjenja isplate, potraživati kamatu na kašnjenje po reeskontovanoj stopi koju primenjuje emisiona institucija zemlje Ugovarača, ukoliko se plaćanje vrši u nacionalnoj valuti, na prvi dan meseca u kom je istekao rok, plus 7 procentnih poena. Kamata za zakasnelu isplatu će biti obračunata za vreme koje protekne između datuma roka za isplatu (isključujući taj dan) i datuma zaduženja računa Ugovarača (uključujući i taj dan) ukoliko je rok za plaćanje koji je dat u članu 44.3 istekao, Izvođač će ostvariti prava na kamatu izračunatu srazmerno broju dana kašnjenja i stopi specificiranoj u Specijalnim uslovima, a koja podleže maksimalnom periodu koji je takođe tu naveden. Izvođač će imati pravo na ovakvo plaćanje bez uticaja na bilo koje drugo pravo ili pravni lek po ugovoru. U slučaju finalne Okončane situacije, kamata za zakasnela plaćanja će biti izračunata na dnevnoj bazi, po stopi takođe određenoj Specijalnim uslovima.

Once the time-limit referred to in Article 44.3 of the General Conditions has expired, the Contractor shall upon demand, submitted within two months of receiving late payment, be entitled to late-payment interest: at the rediscount rate applied by the central bank of the beneficiary country if payments are in the currency of that country; at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, if payments are in euro, on the first day of the month in which the time-limit expired, plus three and a half percentage points. The interest shall be payable for the time elapsed between the expiry of the payment deadline and the date on which the Contracting Authority's account is debited.

53.2. Svako kašnjenje plaćanja duže od 120 dana od isteka perioda navedenog u članu 53.1 daće Izvođaču pravo bilo da ne izvrši ugovor, bilo da ga raskine.

Any default in payment of more than 120 days from the expiry of the period laid down in Article 53.1 shall entitle the Contractor either not to perform the contract or to terminate it.

Član / Article 54 – Plaćanja trećoj strani / Payments to third parties

54.1. Svi nalozi za plaćanje trećim stranama mogu biti realizovani jedino nakon asignacije (prenosa potraživanja) u skladu sa članom 6. Ugovarač mora biti obavešten o ovakvoj asignaciji.

All orders for payments to third parties may be carried out only after an assignment made in accordance with Article 6. The assignment shall be notified to the Contracting Authority.

54.2. Obaveštenje o korisniku asignacije biće isključiva odgovornost Izvođača.

Notification of beneficiaries of the assignment shall be the sole responsibility of the Contractor.

54.3. U slučaju pravno obavezujuće zabrane koja se odnosi na imovinu Izvođača, a koja utiče na plaćanje iznosa na koji Izvođač ima pravo po ugovoru, bez uticaja na vremenski limit dat u članu 53, Ugovarač će imati na raspolaganju period od 30 dana, počevši od dana kada je primio obaveštenje o definitivnom uklanjanju prepreka za plaćanje, da nastavi plaćanja prema Izvođaču.

In the event of a legally binding attachment of the property of the Contractor affecting payments due to him under the contract, without prejudice to the time limit laid down in Article 53, the Contracting Authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the Contractor.

Član / Article 55 – Zahtevi za dodatna plaćanja / Claims for additional payment

55.1. Ukoliko po ugovoru postoje okolnosti za koje Izvođač smatra da mu daju pravo na dodatno plaćanje, on će:

a) ukoliko namerava da zatraži bilo kakva dodatna plaćanja, o svojoj nameri Nadzorni organ, ili će u roku od 15 dana od saznanja o pomenutim okolnostima zatražiti to pravo, navodeći svoje razloge; i
b) podneti potpun i detaljan izveštaj o svom zahtevu, čim to osnovano bude izvodljivo, ali ne kasnije od 60 dana od datuma ovakvog zahteva, izuzev ukoliko sa Nadzornim organom nije drugačije dogovoreno. U slučaju da se Nadzorni organ složi sa rokom drugačijim od navedenih 60 dana, dogovoreni rok će u svakom slučaju zahtevati da takav izveštaj bude podnet najkasnije na dan podnošenja nacrta Okončane situacije. Izvođač će nakon toga u najkraćem roku predati sve dodatne podatke koje Nadzorni organ može razumno zatražiti u svrhu procene opravdanosti zahteva.

If under the contract there are circumstances which the Contractor considers entitle him to additional payment, the Contractor shall:

(a) if he intends to make any claim for additional payment, give to the Supervisor notice of his intention or make such claim within 15 days after the said circumstances become known to the Contractor, stating the reason for his claim; and

(b) submit full and detailed particulars of his claim as soon as it is reasonably practicable, but no later than 60 days after the date of such notice, unless otherwise agreed by the Supervisor. In case the Supervisor agrees to another deadline than the said 60 days, the agreed upon deadline will in any event, require that such particulars shall be submitted no later than the date of submission of the draft final statement of account. The Contractor shall thereafter promptly submit such further particulars as the Supervisor may reasonably require assessing the validity of the claim.

55.2. Kada je Nadzorni organ primio potpun i detaljan izveštaj o svim elementima zahteva Izvođača koje je tražio, on će, bez uticaja na odredbe člana 21.4, nakon odgovarajuće konsultacije sa Ugovaračem i, u slučajevima kada je to prikladno Izvođačem, odrediti da li Izvođač ima pravo na dodatno plaćanje i o tome obavestiti ugovorne strane.

When the Supervisor has received the full and detailed particulars of the Contractor's claim that he requires, he shall, without prejudice to Article 21.4, after due consultation with the Contracting Authority and, where appropriate, the Contractor, determine whether the Contractor is entitled to additional payment and notify the parties accordingly.

55.3. Nadzorni organ može da ospori bilo koji zahtev za dodatna plaćanja koji nije u skladu sa zahtevima člana 55.

The Supervisor may reject any claim for additional payment which does not comply with the requirements of Article 55.

Član / Article 56 – Krajnji datum / End date

Obaveze plaćanja HELP-a po ovom ugovoru prestaće najkasnije 18 meseci nakon isteka perioda realizacije zadataka, ukoliko ugovor nije raskinut u skladu sa ovim Opštim uslovima. U slučaju kofinansiranja, ovaj datum će biti preciziran u Specijalnim uslovima.

The payment obligations of the HELP under this Contract shall cease at most 18 months after the end of the period of implementation of tasks, unless the contract is terminated in accordance with these General Conditions. In the event of co-financing, this date shall be laid down in the Special Conditions.

PRIMOPREDAJA RADOVA I ODGOVORNOST ZA DEFEKTE / ACCEPTANCE AND DEFECTS LIABILITY

Član / Article 57 – Opšti principi / General principles

57.1. Kontrola radova od strane Nadzornog organa sa namerom da se uradi privremena ili završna primopredaja radova će se održati u prisustvu Izvođača. Njegova odsutnost ne treba da predstavlja prepreku ovoj kontroli radova, ukoliko je Izvođač pozvan da prisustvuje u obavezujućoj formi najmanje 30 dana pre početka kontrole.

Verification of the works by the Supervisor with a view to provisional or final acceptance shall take place in the presence of the Contractor. The absence of the Contractor shall not be a bar to verification on condition that the Contractor has been summoned in due form at least 30 days prior to the date of verification.

57.2. Ukoliko vanredne okolnosti učine nemogućim da se utvrdi stanje radova, ili pak na neki drugi način nastavi sa njihovim prijemom u toku perioda koji je utvrđen za privremenu ili završnu primopredaju radova, Nadzorni organ objekta je dužna da da izjavu koja potvrđuje takvu nemogućnost uz ako je to moguće prethodnu konsultaciju sa Izvođačem radova. Kontrola radova treba da se izvrši, a izjava o prihvatanju ili odbijanju radova izda od strane Nadzornog organa u roku od 30 dana od dana prestanka situacije koja je to prethodno onemogućavala. Ni u kom slučaju Izvođač radova ne sme podržavati takve okolnosti u smislu izbegavanja svoje obaveze da predstavi radove u obliku koji je odgovarajuć za njihovo prihvatanje.

Should exceptional circumstances make it impossible to ascertain the state of the works or otherwise proceed with their acceptance during the period fixed for provisional or final acceptance, a statement certifying such impossibility shall be drawn up by the Supervisor after consultation, where possible, with the Contractor. The verification shall take place and a statement of acceptance or rejection shall be drawn up by the Supervisor within 30 days following the date on which such impossibility ceases to exist. The Contractor shall not invoke these circumstances in order to avoid his obligation to present the works in a state suitable for acceptance.

Član / Article 58 – Kontrola radova / Tests on completion

58.1. Radovi se neće prihvatiti ukoliko se ne izvrše propisane kontrole i testovi na teret i račun Izvođača. Izvođač je u obavezi da obavesti Nadzorni organ o datumu kada se te kontrole i testovi mogu izvesti.

The works shall not be accepted until the prescribed verifications and tests have been carried out at the expense of the Contractor. The Contractor shall notify the Supervisor of the date on which such verification and tests may commence.

58.2. Oni radovi koji ne zadovoljavaju propise i uslove ugovora ili koji u slučaju nepostojanja takvih propisa i uslova, nisu izvedeni u saglasnosti sa građevinskom praksom države u kojoj se izvode radovi, ukoliko je to potrebno, biće uništeni i ponovo izvedeni od strane Izvođača ili pak popravljani do zadovoljenja Nadzornog organa, u suprotnom ovo se može uraditi i na zahtev Nadzornog organa o trošku Izvođača, posle slanja obavezujuće opomene Izvođaču. Nadzorni organ takođe može da zahteva od strane Izvođača da izvrši rušenje i ponovno izvođenje radova, ili pak njihovu popravku do zadovoljenja Nadzornog organa pod istim uslovima rada u kojima pod kojima su se neprihvatljivi materijali ili pak onih radova koji su se izvodili u periodu obustave radova opisanih pod Tačkom 38.

Works which do not satisfy the terms and conditions of the contract, or in the absence of such terms and conditions, which are not carried out in accordance with trade practices in the State where the works are located, shall, if required, be demolished and rebuilt by the Contractor or repaired to the satisfaction of the Supervisor, otherwise this shall be done as of right after due notice at the expense of the Contractor, by order of the Supervisor. The Supervisor may also require the demolition and reconstruction by the Contractor, or repair to the satisfaction of the Supervisor, under the same conditions of work, in which unacceptable materials have been used, or carried out in the periods of suspension provided for in Article 38.

Član / Article 59 – Delimično prihvatanje radova / Partial acceptance

59.1. Ugovarač ima pravo da koristi različite konstrukcije, delove konstrukcija ili pak delove radova koji čine deo ugovora kada su oni završeni. Pre bilo kakvog preuzimanja konstrukcija, delova konstrukcija ili delova radova od strane Ugovorne strane, neophodno je izvršiti delimično prihvatanje radova. Međutim, u slučajevima nužde, ovi radovi se mogu preuzeti i pre njihovog prihvatanja, u slučaju ako se blagovremeno obezbedi lista nezavršenih i neispunjenih radova od strane Nadzornog organa, a sa kojom su se unapred saglasili Izvođač i Ugovarač. Jednom kada je Ugovorna strana ušla u posed konstrukcije, njenog dela ili pak delova izvedenih radova, Izvođač neće više biti u obavezi da popravlja bilo kakvu nastalu štetu koja je uzrokovana na neki drugi način do loše izgradnje ili nestručnosti.

The Contracting Authority may make use of the various structures, parts of structures or sections of the works forming part of the contract as and when they are completed. Any taking over of the structures, parts of structures or sections of the works by the Contracting Authority shall be preceded by their partial provisional acceptance. However, works may in cases of urgency be taken over prior to acceptance provided an inventory of outstanding work is drawn up by the Supervisor and agreed to by the Contractor and the Supervisor beforehand. Once the Contracting Authority has taken possession of a structure, a part thereof or section of the works, the Contractor shall no longer be required to make good any damage resulting otherwise than from faulty construction or workmanship.

59.2. Nadzorni organ može na zahtev Izvođača i ukoliko priroda radova to dozvoljava, da nastavi sa delimičnim privremenim prihvatanjem radova, obezbeđujući da su konstrukcije, delovi konstrukcije ili delovi radova završeni i spremni za upotrebu kao što je opisano ugovorom.

The Supervisor may, at the request of the Contractor and if the nature of the works so permits, proceed with partial provisional acceptance, provided that the structures, parts of structures or sections of the works are completed and suited to the use as described in the contract.

59.3. U slučajevima delimičnog prihvatanja radova koji se odnose na Tačku 59.1 i 59.2 odgovornost za defekte, garantni period koji se obezbeđuje za iste u Članu 62, ukoliko nije drugačije određeno u Specijalnim uslovima, treba da važi od datuma kada je izvršeno ovo delimično prihvatanje radova.

In the cases of partial provisional acceptance referred to in Article 59.1 and 59.2 the defects liability period provided for in Article 62 shall, unless the Special Conditions provide otherwise, run as from the date of such partial provisional acceptance.

Član / Article 60 – Privremeno prihvatanje radova / Provisional acceptance

60.1. Ugovarač će preuzeti radove onda kada oni uspešno prođu testiranje da li su završeni i kada je izdato ili kada se smatra da će biti izdato uverenje o privremenom prihvatanju radova.

The works shall be taken over by the Contracting Authority when they have satisfactorily passed the tests on completion and a certificate of provisional acceptance has been issued or is deemed to have been issued.

60.2. Izvođač može da traži, obaveštavajući Nadzorni organ, izdavanje uverenja o privremenom prihvatanju radova ne ranije od 15 dana pre nego su radovi po mišljenju Izvođača završeni i spremni za privremeno prihvatanje. Nadzorni organ mora u roku od 30 dana od dana prijema Izvođačeve molbe da postupi na jedan od sledećih načina: a) izda uverenje o privremenom prihvatanju radova Izvođaču sa kopijom Ugovaraču u kojoj će navesti, gde je to pogodno, njegovo uslovljavanje i obrnuto, kao i datum po njegovom mišljenju kada su radovi završeni u saglasnosti sa ugovorom i spremni za privremeno prihvatanje; ili b) odbiti molbu, dajući svoje razloge za to i precizirajući postupak koji je po njegovom mišljenju neophodan da bi Izvođač dobio ovu potvrdu.

The Contractor may apply, by notice to the Supervisor, for a certificate of provisional acceptance not earlier than 15 days before the works, in the Contractor's opinion, are complete and ready for provisional acceptance. The Supervisor shall within 30 days after the receipt of the Contractor's application either:

(a) issue the certificate of provisional acceptance to the Contractor with a copy to the Contracting Authority stating, where appropriate, his reservations, and, inter alia, the date on which, in his opinion, the works were completed in accordance with the contract and ready for provisional acceptance; or

(b) reject the application giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

60.3. Ukoliko Nadzorni organ ne obezbedi potvrdu o privremenom prihvatanju radova, ili pak odbije molbu Izvođača unutar perioda od 30 dana, smatraće se da je izdao potvrdu zadnjeg dana tog perioda. Takva potvrda o privremenom prihvatanju radova neće se smatrati kao priznanje da su ti radovi završeni u svakom pogledu. Ukoliko su radovi Ugovorom podeljeni na delove, Izvođač ima pravo da traži odvojenu potvrdu za svaki deo.

If the Supervisor fails either to issue the certificate of provisional acceptance or to reject the Contractor's application within the period of 30 days, he shall be deemed to have issued the certificate on the last day of that period. The certificate of provisional acceptance shall not be deemed to be an admission that the works have been completed in every respect. If the works are divided by the contract into sections, the Contractor shall be entitled to apply for separate certificates for each of the sections.

60.4. Nakon privremenog prihvatanja radova, Izvođač treba da demontira i ukloni one privremene strukture kao i materijale koji više nisu potrebni za izvođenje ugovora. Takođe treba da ukloni sav šut, prepreke i moguće smetnje i ispravi bilo kakvu promenu u uslovima na samom gradilištu zahtevanih ugovorom.

Upon provisional acceptance of the works, the Contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the performance of the contract. He shall also remove any litter or obstruction and redress any change in the condition of the site as required by the contract.

60.5. Nakon privremenog prihvatanja radova, Ugovarač može pristupiti korišćenju svih onih radova koji su završeni.

Immediately after provisional acceptance, the Contracting Authority may make use of all the works as completed.

Član / Article 61 – Odgovornost za defekte / Defects liability

61.1. Izvođač će biti odgovoran za popravku svih nedostataka, ili šteta, bilo kog dela radova, a koji se mogu pokazati ili pojaviti u toku garantnog perioda, i koji mogu nastati usled:

a) upotrebe neispravne opreme i materijala ili loše izvedbe radova ili projektnog dizajna od strane Izvođača; i/ili

b) bilo koje delo ili propust od strane Izvođača u toku garantnog perioda.

The Contractor shall be responsible for making good any defect in, or damage to, any part of the works which may appear or occur during the defects liability period and which arises either from:

(a) the use of defective plant or materials or faulty workmanship or design of the Contractor; and/or

(b) any act or omission of the Contractor during the defects liability period.

61.2. Izvođač mora o svom trošku popraviti sve nedostatke i štete čim pre je to izvodljivo. Garantni period za sve one stavke koje su zamenjene ili obnovljene, počinje ponovo od dana kada su ove zamene i obnavljanja izvršena, a po zadovoljenju Nadzornog organa. Ukoliko ugovor obezbeđuje delimično prihvatanje radova, tada se garantni period produžava samo za one delove za koje su izvršene zamene i obnavljanja.

The Contractor shall at his own cost make good the defect or damage as soon as practicable. The defects liability period for all items replaced or renewed shall recommence from the date when the replacement or renewal was made to the satisfaction of the Supervisor. If the contract provides for partial acceptance, the defects liability period shall be extended only for the part of the works affected by the replacement or renewal.

61.3. Ukoliko se takav nedostatak pojavi ili šteta desi, u toku trajanja perioda iz Člana 61.1, obaveza je Ugovarača ili Nadzornog organa da o tome obavesti Izvođača. Ukoliko Izvođač ne uspe da otkloni nedostatak ili štetu u okviru vremenskog roka koji je određen u obaveštenju, Ugovarač može:

a) izvršiti potrebne radove sam ili uposliti nekoga da izvrši te radove na rizik i trošak Izvođača, i u tom slučaju trošak kojemu je bio izložen Ugovarač biće nadoknađen od novca koji je za to bio namenjen, ili od garancije koja je zadržana na teret Izvođača, ili od oba; ili

b) raskinuti ugovor.

If any such defect appears or such damage occurs, during the period referred to in Article 61.1, the Contracting Authority or the Supervisor shall notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may:

(a) carry out the works himself, or employ someone else to carry out the works, at

the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the Contractor or from both; or

(b) terminate the contract.

61.4. Ukoliko je nedostatak ili šteta takvog karaktera da je Ugovarač uskraćen u celosti ili samo jednim delom koristi izvedenih radova, Ugovorna strana, bez predrasuda prema bilo kojoj drugoj vrsti popravke, jeste ovlašćena da povрати sve one troškove vezane za izvršenje delova radova kao i troškova demontiranja takvih delova uključujući tu i čišćenje gradilišta.

If the defect or damage is such that the Contracting Authority has been deprived substantially of the whole or a part of the benefit of the works, the Contracting Authority shall, without prejudice to any other remedy, be entitled to recover all sums paid in respect of the parts of the works concerned together with the cost of dismantling such parts and clearing the site.

61.5. U vanrednim okolnostima, kada je nemoguće odmah stupiti u kontakt sa Izvođačem, ili je bio kontaktiran i onemogućen da preuzme tražene mere, Ugovarač ili Nadzorni organ mogu izvesti radove na trošak Izvođača. Ugovarač ili Nadzorni organ će o tome obavestiti Izvođača čim se za to ukaže prilika.

In case of emergency, where the Contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the Contracting Authority or the Supervisor may have the work carried out at the expense of the Contractor. The Contracting Authority or the Supervisor shall as soon as practicable inform the Contractor of the action taken.

61.6. U slučajevima kada u Specijalnim uslovima stoji da će radovi na održavanju prouzrokovani uobičajenim habanjem (normalnim korišćenjem) biti izvedeni od strane Izvođača, ovakvi radovi će biti plaćeni iz privremenog iznosa. Dotrajalost koja je nastala usled okolnosti opisanih pod Članom 21 ili nepravilnog korišćenja biće isključena iz ovih obaveza izuzev ukoliko se ne pokaže da su nedostaci ili šteta opravdali izdavanje zahteva za popravku ili zamenu pod Članom 61.

Where the Special Conditions stipulate that the maintenance work, necessitated by normal wear and tear, shall be carried out by the Contractor, such work shall be paid for from a provisional sum. Deterioration resulting from the circumstances provided for in Article 21 or from abnormal use shall be excluded from this obligation unless it reveals a fault or defect justifying the request for repair or replacement under Article 61.

61.7. Dužina garantnog perioda je navedena u Specijalnim uslovima i Tehničkoj specifikaciji. Ukoliko garantni period nije naveden smatraće se da je to period od 365 dana. Garantni period počinje na dan privremenog prihvatanja radova.

The defects liability shall be stipulated in the Special Conditions and technical specifications. If the duration of the defects liability period is not specified, it shall be 365 days. The defects liability period shall commence on the date of provisional acceptance.

61.8. Nakon privremenog prihvatanja radova i bez uticaja prema odgovornosti za defekte opisanih u Članu 61, Izvođač neće više biti odgovoran za rizik koji može da utiče na radove i koji proizlazi iz razloga koji se ne mogu njemu pripisati. Međutim, Izvođač će biti odgovoran od dana privremenog prihvatanja radova za pouzdanost izgradnje kao što je navedeno u zakonu zemlje Ugovarača.

After provisional acceptance and without prejudice to the defects liability referred to in Article 61, the Contractor shall no longer be responsible for risks which may affect the works and which result from causes not attributable to him. However, the Contractor shall be responsible as from the date of provisional acceptance for the soundness of the construction, as laid down in the in the law of the state of the Contracting Authority.

Član / Article 62 – Prijem radova / Final acceptance

62.1. Nakon isteka garantnog perioda ili, tamo gde je više od jednog takvog perioda, nakon isteka poslednjeg, i kada su svi nedostaci ili štete ispravljani, Nadzorni organ će Izvođaču izdati potvrdu o uspešnom završetku Ugovornih obaveza, sa kopijom Ugovornoj strani, navodeći datum kada je Izvođač izvršio svoje obaveze u skladu sa Ugovorom na zadovoljstvo Nadzornog organa. Ukoliko nađe da su zadovoljeni njegovi zahtevi Nadzorni organ će izdati potvrdu o završenoj primopredaji radova u roku od 30 dana od isteka gore navedenog perioda, ili čim su završeni naloženi radovi po Članu 61.

Upon the expiry of the defects liability period, or where there is more than one such period, upon the expiry of the latest period, and when all defects or damage have been rectified, the Supervisor shall issue to the Contractor a final acceptance certificate and a copy thereof to the Contracting Authority stating the date on which the Contractor completed his obligations under the contract to the Supervisor's satisfaction. The final acceptance certificate shall be given by the Supervisor within 30 days after the expiration of the above stated period, or as soon as any works ordered under Article 61 have been completed to the satisfaction of the Supervisor.

62.2. Radovi se neće smatrati kompletnim dok se potvrda o uspešnom završetku radova ne potpiše od strane Nadzornog organa i preda Ugovaraču sa kopijom Izvođaču.

The works shall not be considered as completed until the final acceptance certificate has been signed by the Supervisor and delivered to the Contracting Authority, with a copy to the Contractor.

62.3. I pored izdavanja potvrde o završetku Ugovornih obaveza, Izvođač i Ugovarač će ostati odgovorni za ispunjenje svih obaveza nastalih u okviru ugovora pre izdavanja potvrde o završetku Ugovornih obaveza, a koje su ostale neispunjene u trenutku izdavanja ovakve potvrde. Priroda i obim svake ovakve obaveze biće određene u skladu sa odredbama Ugovora.

Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfillment of any obligation incurred under the contract prior to the issue of the final acceptance certificate, which remains unperformed at the time such final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

KRŠENJE UGOVORA I RASKID UGOVORA / BREACH OF CONTRACT AND TERMINATION

Član / Article 63 – Kršenje ugovora / Breach of contract

63.1. Svaka Ugovorna strana krši ugovor ukoliko ne uspe da izvrši bilo koju od svojih ugovornih obaveza.

Either party commits a breach of contract where he fails to discharge any of his obligations under the contract.

63.2. U slučaju kršenja ugovora oštećena Ugovorna strana ima pravo na sledeće obeštećenje: a) naknada šteta

b) raskid Ugovora

Where a breach of contract occurs, the party injured by the breach shall be entitled to the following remedies:

(a) damages; and/or

(b) termination of the contract.

63.3. Naknada štete:

a) opšta šteta

b) obračunata šteta

Damages may be either:

- (a) general damages; or
- (b) liquidated damages.

63.4. U svakom slučaju kada Ugovarač ima pravo na naknadu štete, on može da je naplati odbijanjem iznosa za isplatu Izvođaču ili plaćanjem od garantne sume.

In any case where the Contracting Authority is entitled to damages, he may deduct such damages from any sums due to the Contractor or from the appropriate guarantee.

Član / Article 64 – Raskid ugovora od strane Ugovarača / Termination by the Contracting Authority

64.1. Ugovarač može raskinuti ugovor u bilo kom trenutku sa momentalnim dejstvom, izuzev u slučaju navedenim u Članu 64.2

The Contracting Authority may, at any time and with immediate effect, terminate the contract, except as provided for under Article 64.2.

64.2. Osim ako nije drugačije navedeno u ovim Opštim uslovima, Ugovarač može po isteku roka od 7 dana datog Izvođaču, da raskine ugovor i da Izvođač napusti gradilište u sledećim slučajevima:

- a) Ako Izvođač u znatnoj meri ne uspe da izvrši svoje ugovorne obaveze;
- b) Ako Izvođač ne uspe da u razumnom vremenskom periodu ispuni zahteve date od strane Nadzornog organa kojim se traži da ispravi bilo koji propust ili nedostatak koji ozbiljno ugrožava ispravno i pravovremeno izvođenje radova, a sve u smislu da bi ispunio svoje obaveze date ugovorom;
- c) Ako Izvođač odbija ili zanemaruje da izvede administrativne naredbe date od strane Nadzornog organa;
- d) Ako Izvođač potpisuje ugovor ili podugovara bez odobrenja Ugovarača;
- e) Ako je Izvođač bankrotirao ili je u stečaju, u procesu prinudne naplate, u procesu izmirenja kreditora, u procesu sudskog izvršenja ili je u procesu likvidacije;
- f) Izvođač je pravosnažno osuđen za prekršaj koji se tiče profesionalnog ponašanja
- g) Ako postoji bilo koja druga pravna prepreka koja ometa sprovođenje ovog Ugovora;
- h) U slučaju bilo kakve organizacione promene, a koje uključuju promenu zakonskog osoblja, prirodu ili kontrolu Izvođača, sem ukoliko te promene nisu unete u dodatak ugovora;
- i) Ako Izvođač ne uspe da obezbedi traženu garanciju ili osiguranje, ili pak ukoliko osoba koja je obezbedila prvobitnu garanciju ili osiguranje traženu ugovorom, nije u stanju da se pridržava svojih obaveza;
- j) Ako je Izvođač kriv za ozbiljan profesionalni prekršaj koji je na bilo koji način dokazan od strane Ugovarača;
- k) Ako je Izvođač pravosnažno osuđen za prevaru, korupciju, učešće u kriminalnoj organizaciji ili bilokoj drugoj ilegalnoj aktivnosti štetnoj za finansijske interese Evropske Unije.
- l) Ako je Izvođač prethodno bio uključen u proceduru nabavke ili proceduru dodele ugovora finansiranu od strane EU/EDF i prijavljen za ozbiljno kršenje ugovora zbog neizvršenja ugovornih obaveza;
- m) Ako posle dodele ugovora se utvrdi da je procedura dodele ugovora bila predmet ozbiljnih grešaka, iregularnosti ili prevare.

Pre, ili umesto, raskida ugovora u slučajevima navedenim u ovom članu, Ugovarač može obustaviti plaćanje kao meru predostrožnosti bez prethodnog obaveštenja.

Except as otherwise provided in these General Conditions, the Contracting Authority may, after giving seven days notice to the Contractor, terminate the contract and expel the Contractor from the site in any of the cases where:

- a) the Contractor fails to carry out the works substantially in accordance with the provisions of the contract;
- (b) the Contractor fails to comply within a reasonable time with a notice given by the Supervisor requiring him to make good any neglect or failure to perform his obligations under the contract which seriously affects the proper and timely performance of the works;
- (c) the Contractor refuses or neglects to carry out administrative orders given by the Supervisor;
- (d) the Contractor assigns the contract or sub-contracts without the authorization of the Contracting Authority;
- (e) the Contractor becomes bankrupt or insolvent, or has a receiving order made against him, or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or goes into liquidation;
- (f) a judgment which has the force of res judicata is made in respect of an offence relating to the professional conduct of the Contractor;
- (g) any other legal disability hindering performance of the contract occurs;
- (h) any organizational modification occurs involving a change in the legal personality, nature or control of the Contractor, unless such modification is recorded in an endorsement to the contract;

- (i) the Contractor fails to provide the required guarantee or insurance, or if the person providing the earlier guarantee or insurance is not able to abide by his commitments;
- (j) the Contractor has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- (k) the Contractor has been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- (l) the Contractor, following another procurement procedure or grant award procedure financed by the EU budget/EDF, has been declared to be in serious breach of contract for failure to perform its contractual obligations;
- (m) after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud. Prior to, or instead of, terminating the Contract as provided for in this Article, the Contracting Authority may suspend payments as a precautionary measure without prior notice.

64.3. Raskid ugovora neće biti na štetu bilo kog prava ili ovlašćenja iz ugovora Ugovarača I Izvođača. Ugovarač može u tom slučaju da završi radove sam ili da za to angažuje treću stranu na teret Izvođača. Odgovornost Izvođača zbog kašnjenja radova odmah prestaje čim ga Ugovarač obavesti da napusti gradilište, bez uticaja na bilo kakve obaveze koje već nastale.

Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Contractor. The Contracting Authority may, thereafter, complete the works himself or conclude any other contract with a third party at the Contractor's own expense. The Contractor's liability for delay in completion shall immediately cease when the Contracting Authority expels him from the site without prejudice to any liability thereunder that may have already occurred.

64.4. Nadzorni organ treba, po izdavanju obaveštenja o prekidu ugovora, da da instrukcije Izvođaču o preuzimanju hitnih mera za prekid radova na gradilištu bez daljih odlaganja I na uredan način, kao i da smanji dalje izdatke na minimum.

The Supervisor shall, upon the issue of the notice of termination of the contract, instruct the Contractor to take immediate steps to bring the works to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

64.5. Nadzorni organ će što je pre je moguće nakon raskidanja ugovora, da potvrdi vrednost radova i svih dospelih iznosa prema Izvođaču na dan raskidanja ugovora.

The Supervisor shall, as soon as is possible after termination, certify the value of the works and all sums due to the Contractor as at the date of termination.

64.6. U slučaju raskida ugovora:

a) Izveštaj o izvedenim radovima Izvođača će pripremiti Nadzorni organ odmah nakon inspekcije svih radova kao i napravljenog inventara svih privremenih struktura na gradilištu, materijala, mehanizacije i opreme. Izvođač će biti pozvan da prisustvuje inspekciji i da preuzme inventar. Nadzorni organ će dati izjavu o prihodima duguje Izvođač prema njegovim radnicima koji su u vezi sa ovim ugovorom, kao i iznos koji Izvođač duguje Ugovaraču.

b) Ugovarač će imati mogućnost da preuzme u kompletu ili jedan deo privremenih struktura na gradilištu, koje su odobrene od strane Nadzornog organa, mehanizacije i materijala koje su namenski nabavljene radi izvršenja radova I obaveza po ovom ugovoru.

c) Nabavna cena gore pomenutih privremenih struktura, opreme, mehanizacije I materijala, ne sme preći iznos neplaćenog dela troškova nastalih na strain Izvođača, pritom ograničavajući ovakve troškove na one koji su potrebni za realizaciju ugovora pod normalnim uslovima;

d) Ugovarač može da nabavi po tržišnoj ceni materijal i ostale artikle koji su već nabavljeni ili naručeni od strane Izvođača ali još uvek nisu naplaćeni od Ugovarača, pod uslovima koje Nadzorni organ smatra prihvatljivim.

In the event of termination:

(a) a report of work performed by the Contractor shall be drawn up by the Supervisor as soon as possible after inspection of the works, and inventory taken of temporary structures, materials, plant and equipment. The Contractor shall be summoned to be present during the inspection and the taking of the inventory. The Supervisor shall also draw up statements of emoluments still owed by the Contractor to workers employed by him in relation to the contract and of sums owed by the Contractor to the Contracting Authority;

(b) the Contracting Authority shall have the option of acquiring in whole or in part temporary structures which have been approved by the Supervisor, plant and materials specifically supplied or manufactured in connection with the execution of work under the contract;

(c) the purchase price of the temporary structures, equipment, plant and materials referred to above shall not exceed the unpaid portion of the expenditure incurred by the Contractor, such expenditure being limited to that required for the performance of the contract under normal conditions;

(d) the Contracting Authority may purchase, at market prices, the materials and items supplied or ordered by the Contractor and not already paid for by the Contracting Authority on such conditions as the Supervisor considers appropriate.

64.7. Ugovarač neće biti u obavezi da izvrši dalje plaćanje prema Izvođaču sve dok se radovi ne završe. Jednom kada se radovi kompletiraju, Ugovarač ima pravo da potraži od Izvođača sve one eventualne dodatne troškove ukoliko oni postoje, ili pak da plati balans prema Izvođaču koji je nastao pre raskida ugovora.

The Contracting Authority shall not be obliged to make any further payments to the Contractor until the works are completed, whereupon the Contracting Authority shall be entitled to recover from the Contractor the extra costs, if any, of completing the works, or pay any balance due to the Contractor prior to the termination of the contract.

64.8. Ukoliko je Ugovarač taj koji raskida ugovor, imaće pravo da osim naplate dodatnih radova za završetak radova povrati od Izvođača i sve eventualne gubitke do 10% vrednosti ugovora.

If the Contracting Authority terminates the contract, it shall be entitled, in addition to the extra costs for completion of the works, to recover from the Contractor any loss it has suffered up to 10% of the contract price.

64.9. Kada raskid ugovora nije posledica dela ili greške Izvođača, više sile ili neka druga okolnost van kontrole Ugovarača, Izvođač ima pravo da traži, kao dopunu iznosa koja mu se duguje za već izvedene radove, naknadu za pretrpljene gubitke.

Where the termination is not due to an act or omission of the Contractor, force majeure or other circumstances beyond the control of the Contracting Authority, the Contractor shall be entitled to claim in addition to sums owing to him for work already performed, an indemnity for loss suffered.

64.10. Ovaj ugovor će se automatski raskinuti ukoliko nakon 3 godine od njegovog potpisivanja ne usledi nijedno plaćanje po njegovom osnovu.

This contract shall be automatically terminated if it has given risen to no payment in the three years following its signing.

Član / Article 65 – Raskid ugovora od strane Izvođača / Termination by the Contractor

65.1. Izvođač može, nakon isteka 14 dana od dana obaveštenja Ugovaraču da raskine ugovor, i to u slučajevima kada Ugovarač:

- a) ne isplati Izvođaču dospele iznose po osnovu bilo kog uverenja izdatog od strane Nadzornog organa, nakon roka navedenog u Članu 53.2; ili
- b) uporno ne uspeva da ispuni svoje obaveze nakon više ponovljenih podsećanja na to; ili
- c) zaustavi napredovanje radova ili bilo kojeg dela radova za više od 180 dana, iz razloga koji nisu precizirani ugovorom ili se ne mogu pripisati Izvođaču.

The Contractor may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority:

- (a) fails to pay the Contractor the amounts due under any certificate issued by the Supervisor after the expiry of the time limit stated in Article 53.2; or
- (b) consistently fails to meet his obligations after repeated reminders; or
- (c) suspends the progress of the works or any part thereof for more than 180 days, for reasons not specified in the contract, or not due to the Contractor's default.

65.2. Ovakav raskid ugovora neće biti na štetu nijednog drugog prava Ugovarača i Izvođača po ugovoru. Nakon takvog raskida ugovora, Izvođaču će, u zavisnosti od zakona zemlje Ugovarača, biti dozvoljeno da trenutno ukloni svoju opemu sa gradilišta.

Such termination shall be without prejudice to any other rights of the Contracting Authority or the Contractor under the contract. Upon such termination, the Contractor shall, subject to the law of the State of the Contracting Authority, be entitled to immediately remove his equipment from the site.

65.3. U slučaju ovog raskida ugovora, Ugovarač će isplatiti Izvođaču bilo koji gubitak ili štetu koju je Izvođač pretrpeo. Maksimalni iznos je do 10% vrednosti ugovora.

In the event of such termination, the Contracting Authority shall pay the Contractor for any loss or damage the Contractor may have suffered. The maximum amount shall be 10% of the contract price.

Član / Article 66 – Viša Sila / Force majeure

66.1. Nijedna ugovorna strana se neće smatrati odgovornom za kršenje svojih ugovornih obaveza ukoliko je ispunjavanje tih obaveza sprečeno događajem ili višom silom nakon datuma obaveštenja o dodeli ugovora ili datuma kada je ugovor postao pravosnažan.

Neither party shall be considered to be in default or in breach of his obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arises after the date of notification of award or the date when the contract becomes effective.

66.2. Izraz "Viša sila" označava delo Boga, štrajkove, neke druge industrijske smetnje, činove državnog neprijatelja, ratove bilo da su objavljeni ili ne, blokade, nemire i neredne, epidemije, klizišta, zemljotrese, oluje, grmljavine, poplave, bujice, građanske nemire, eksplozije ili slične nepredvidive događaje koje ugovorne strane ne mogu da kontrolišu ili prevaziđu uprkos uloženom trudu.

The term force majeure, as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

66.3. I pored pravila u Članu 36 i 64 Izvođač neće izgubiti svoju Izvršnu garanciju, i biti odgovoran za utvrđena oštećenja ili raskid ugovora, kao i kašnjenja u izvođenju ili za bilo koji drugi neuspeh u izvršenju ugovornih obaveza, ukoliko je to posledica delovanja Više sile. Ugovarač na isti način neće biti odgovoran i pored pravila u Članu 53 i 65, i neće morati da plati kamatu za zakasnela plaćanja, za neizvršenje poslova ili za raskid Ugovora od strane Izvođača, ukoliko su kašnjenja Ugovarača ili neuspeh da izvede svoje obaveze nastala kao posledica delovanja Više sile.

Notwithstanding the provisions of Articles 36 and 64, the Contractor shall not be liable to forfeiture of his performance guarantee, liquidated damages or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable, notwithstanding the provisions of Articles 53 and 65, to payment of interest on delayed payments, for non-performance or for termination by the Contractor for default, if, and to the extent that, the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure.

66.4. Ukoliko bilo koja ugovorna strana smatra da su se bilo koje okolnosti ili uslovi usled Više sile desili i da mogu da utiču na izvršenje njenih ugovornih obaveza, mora o tome obavestiti drugu stranu i Nadzorni organ, dajući pritom detalje o prirodi dešavanja, predviđenu dužinu trajanja i njen verovatni uticaj na okolnosti. Samo ukoliko drugačije nije određeno u pisanom obliku od strane Nadzornog organa, Izvođač treba da nastavi sa svojim ispunjavanjem ugovornih obaveza sve dotle dok je to praktično izvodljivo, I pronade alternativna sredstva da bi ispunio one svoje obaveze za koje ga Viša sila nije omela. Izvođač ne sme primeniti alternativna sredstva ukoliko mu to nije naloženo od strane Nadzornog organa.

If either party considers that any circumstances of force majeure have occurred which may affect performance of his obligations, he shall promptly notify the other party and the Supervisor, giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the Supervisor in writing, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of his obligations which are not prevented by the force majeure event. The Contractor shall not put into effect such alternative means unless directed so to do by the Supervisor.

66.5. Ukoliko se Izvođač izloži dodatnim troškovima u pokušaju da ispuni zahteve Nadzornog organa ili koristeći alternativna sredstva opisana Članom 66.4, taj iznos će potvrditi Nadzorni organ.

If the Contractor incurs additional costs in complying with the Supervisor's directions or using alternative means under Article 66.4, the amount thereof shall be certified by the Supervisor.

66.6. Ukoliko se dogode okolnosti Više sile i kao takve traju u periodu dužem od 180 dana, I pored produženja vremenskih rokova za izvršenje planiranih radova koji se mogu odrediti Izvođaču s razlogom, obe strane ugovora su dužne da nastave svoje ugovorne obaveze u narednih 30 dana od dana objavljivanja raskida ugovornih obaveza. Ukoliko i nakon isteka ovog roka od 30 dana i dalje postoje uslovi Više sile, ugovor će se raskinuti, i po snazi zakona kojim se regulišu obaveze iz ugovora, obe strane ugovora će biti oslobođene svih daljih obaveza prema ugovoru.

If circumstances of force majeure have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the works that the Contractor may be reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If, at the expiry of the period of 30 days, force majeure still continues, the contract shall terminate and, in consequence thereof under the law governing the contract, the parties shall be released from further performance of the contract.

67.1. Ukoliko je Izvođač fizičko lice, ugovor se može automatski raskinuti ukoliko ta osoba umre. Međutim, Ugovarač će razmotriti bilo koji predlog od strane nasljednika ili korisnika preminulog ukoliko ovi daju izjavu da su voljni da nastave ugovor. Odluka Ugovarača će se dostaviti podnosiocima u toku 20 dana od dana podnošenja predloga.

Where the Contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the Contracting Authority shall examine any proposal made by the heirs or beneficiaries if they have notified their wish to continue the contract. The decision of the Contracting Authority shall be notified to those concerned within 30 days of receipt of such proposal.

67.2. Kada se Izvođač radova sastoji od većeg broja fizičkih lica, i ukoliko jedno ili više njih umre, ugovorne strane će sačiniti izveštaj o napretku radova, i Ugovarač će tada odlučiti da li da raskine ili nastavi sa ugovorom u skladu sa garancijama datim od strane preostalih, od strane nasljednika ili korisnika, u zavisnosti od slučaja.

Where the Contractor consists of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the works and the Contracting Authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

67.3. U slučajevima koji su opisani u Tačkama 67.1 i 62.2, osobe koje nude nastavak ugovora će obavestiti Ugovarača o tome najkasnije 15 dana od smrtnog slučaja.

In the cases provided for in Article 67.1 and 67.2, persons offering to continue to perform the contract shall notify the Contracting Authority thereof within 15 days of the date of decease.

67.4. Takve osobe će zajednički i pojedinačno biti odgovorne, osim ako drugačije nije navedeno u Specijalnim uslovima, za ispravno izvođenje ugovora u istom stepenu kao I preminuli Izvođač. Nastavak ugovora biće predmet pravila vezanih za upravljanje garancijama navedenih u Članu 15.

Such persons shall be jointly and severally liable, or as otherwise stated in the Special Conditions, for the proper performance of the contract to the same extent as the deceased Contractor. Continuation of the contract shall be subject to the rules relating to establishment of the guarantee provided for in Article 15.

REŠAVANJE SPOROVA / SETTLEMENT OF DISPUTES

Član / Article 68 – Rešavanje spora / Settlement of disputes

68.1. Ugovorne strane će učiniti sve da na reše sve sporove koji mogu nastati prilikom realizacije ugovora ili između Nadzornog organa i Izvođača.

The Parties shall make every effort to settle amicably disputes relating to the contract which may arise between them, or between the Supervisor and the Contractor.

68.2. Jednom kad spor nastane, strane ugovora će u pisanom obliku da obaveste jedna drugu o svom stavu povodom spora kao i da predlože rešenje i da traže mirno rešenje spora. Druga strana će odgovoriti na ovaj zahtev za mirno rešenje u roku od 30 dana, navodeći svoj stav o sporu. Ukoliko se strane ne dogovore drugačije, rok predviđen za mirno rešavanje spora je 120 dana od dana podnošenja takvog zahteva. Ukoliko se strane u ovom roku ne dogovore, i ne odgovore u određenom roku, smatraće se da procedura za mirno rešavanje spora nije uspeła.

Once a dispute has arisen, a Party shall notify the other Party in writing of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the Parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the notification requesting such a procedure. Should a Party not agree to the other Party's request for an amicable settlement, should a Party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

68.3. U nemogućnosti postizanja mirnog rešenja spora, Strana može obavestiti drugu Stranu u pisanom obliku tražeći posredovanje treće strane u rešenju spora. Ukoliko Evropska komisija nije ugovorna strana ona može prihvatiti da posreduje u rešavanju ovakvih sporova. Druga ugovorna strana će odgovoriti na zahtev za posredovanje u rešavanju spora u roku od 30 dana. Ukoliko se strane ne dogovore drugačije najduži rok predložen za postizanje dogovora putem posredovanja će biti 120 dana od dana podnošenja takvog zahteva. Ukoliko se ugovorne strane ne dogovore ili jedna Strana ne odgovori na vreme na zahtev ili se dogovor ne postigne u najdužem roku smatraće se da procedura posredovanja nije uspeła.

In the absence of an amicable settlement, a Party may notify the other Party in writing requesting a settlement through conciliation by a third person. If the European Commission is not a Party to the contract, the Commission can accept to intervene as such a conciliator. The other Party shall respond to this request

for conciliation within 30 days. Unless the Parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a Party not agree to the other Party's request for conciliation, should a Party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

68.4. Ukoliko i postupak mirnog rešenja spora i postupak posredovanja ne uspe svaka ugovorna strana može pokrenuti rešavanje spora pred sudom ili arbitražom kao što je navedeno u Specijalnim uslovima.

If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each Party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the Special Conditions.

ETIČKE ODREDBE / FINAL PROVISIONS

Član / Article 69 – Etičke odredbe / Ethics clauses

69.1. Svaki pokušaj kandidata ili ponuđača da dođe do poverljivih informacija, uđe u nezakonite odnose sa ostalim kandidatima ili pokuša da utiče na rad komisije ili Ugovarača u toku procesa ispitivanja, razjašnjenja, evaluacije i upoređivanja ponuda dovešće do odbijanja njegove ponude.

Any attempt by a candidate or tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the committee or the Contracting Authority during the process of examining, clarifying, evaluating and comparing tenders shall lead to the rejection of his tender.

69.2. Bez prethodne pisane saglasnosti Ugovarača, Izvođač i njegovo osoblje ili bilo koja druga kompanija sa kojom je Izvođač udružen ili na neki način povezan ne sme čak ni na podređenom ili podizvođačkom nivou, obezbediti neku drugu uslugu, izvesti radove ili nabaviti opremu za projekat.

Without the Contracting Authority's prior written authorisation, a Contractor and his staff or any other company with which the Contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project.

69.3. Ova zabrana takođe se odnosi na sve one druge programe ili projekte koji mogu, usled prirode ugovora, stvoriti konflikt interesa na strani Izvođača.

This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the Contractor.

69.4. U procesu izbora ponude, ponuđač mora da dostavi izjavu da nije u konfliktu interesa, kao i da nema nikakvu posebnu vezu sa ostalim ponuđačima ili stranama koje učestvuju u projektu. Ukoliko takva situacija nastane u toku izvođenja ugovora, Izvođač mora odmah o tome obavestiti Ugovarača.

When putting forward a tender, the tenderer shall declare that it is affected by no conflict of interest and has no particular link with other tenderers or parties involved in the project. Should such a situation arise during execution of the contract, the Contractor must immediately inform the Contracting Authority.

69.5. Izvođač se mora u svakom trenutku ponašati nepristrasno i savesno poštovati profesionalni kodeks ponašanja. On će se uzdržati od davanja javnih izjava u vezi projekta bez prethodnog odobrenja Ugovarača. On ne sme obavezati Ugovarača na bilo koji način bez prethodnog pisanog pristanka.

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of his profession. He shall refrain from making public statements about the project or services without the Contracting Authority's prior approval. He may not commit the Contracting Authority in any way without its prior written consent.

69.6. Za vreme trajanja ugovora, Izvođač i njegovo osoblje će poštovati ljudska prava I preduzeti mere da ne uvrede politička, kulturna i religijska prava države korisnika.

For the duration of the contract the Contractor and his staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state.

69.7. Izvođač ne može primiti bilo kakvu uplatu u vezi ugovora izuzev one koja je u njemu navedena. Izvođač i njegovo osoblje ne mogu obavljati nikakvu aktivnost niti ostvariti bilo kakvu korist koji nisu u skladu sa njihovim obavezama prema Ugovaraču.

The Contractor may accept no payment connected with the contract other than that provided for therein. The Contractor and his staff must not exercise any activity or receive any advantage inconsistent with their obligations to the Contracting Authority.

69.8. Izvođač i njegovo osoblje su u obavezi da čuvaju profesionalnu tajnu za vreme celog trajanja ugovora i posle njegovog završetka. Svi izveštaji i dokumenta koja su sastavljena ili primljena od strane Izvođača smatraće se poverljivim.

The Contractor and his staff shall be obliged to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the Contractor shall be confidential.

69.9. Ugovorom je regulisano korišćenje svih izveštaja i dokumenata koji su sačinjeni, primljeni ili predstavljeni od ugovornih strana tokom izvođenja ugovora.

The contract shall govern the Parties' use of all reports and documents drawn up, received or presented by them during the execution of the contract.

69.10. Izvođač će se uzdržavati od svih onih odnosa koji mogu da kompromituju njegovu nezavisnost ili nezavisnost njegovog osoblja. Ukoliko Izvođač prestane da bude nezavistan, Ugovarač može, bez obzira na visinu štete, poništiti ugovor bez prethodne najave i bez prava Izvođača na potraživanje bilo kakve kompenzacije.

The Contractor shall refrain from any relationship likely to compromise his independence or that of his staff. If the Contractor ceases to be independent, the Contracting Authority may, regardless of injury, terminate the contract forthwith without the Contractor having any claim to compensation.

69.11. Komisija zadržava pravo da, suspenduje ili poništi finansiranje projekta ukoliko se otkrije bilo koja vrsta korupcije u bilo kojoj fazi procesa dodele ugovora, u slučajevima da Ugovarač ne uspe da primeni sve primerene mere za rešavanje ove situacije. U cilju ove odredbe, "korupcijske radnje" su ponuda mita, dar, poklon ili provizije bilo kojoj osobi kao podsticaj ili nagrada za izvršenje ili uzdržavanje od bilo kog akta vezanog za dodelu ugovora ili implementaciju ugovora već zaključenog sa Ugovaračem.

The Commission reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Contracting Authority fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Contracting Authority.

69.12. Ovakvi neuobičajeni komercijalni troškovi predstavljaju provizije koje nisu prikazane u glavnom ugovoru, ili ne proističu od propisno zaključenog ugovora koji pripada glavnom ugovoru, provizije koje su plaćene za nelegitimnu uslugu, provizija za neplaćeni porez, provizija plaćena primaocu koji nije jasno identifikovan ili plaćanje kompaniji koja ima svaki oblik glavne kompanije.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

69.13. Izvođač radova će preuzeti sve obaveze da obezbedi Komisiji na njihov zahtev svu potrebnu dokumentaciju koja se odnosi na uslove izvršenja ugovora. Komisija ima pravo da uzme bilo koju potrebnu dokumentaciju ili izvrši proveru na licu mesta ukoliko joj se učini da je to neophodno da bi našla dokaze u slučajevima sumnjivih komercijalnih troškova.

The Contractor undertakes to supply the Commission on request with all supporting documents relating to the conditions of the contract's execution. The Commission may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Član / Article 70 – Administrativni i finansijski penali / Administrative and financial penalties

70.1. Bez uticaja na primenu penala koji su definisani u ugovoru, Izvođač koji je kriv za davanje lažnih izjava, koji je napravio znatne greške ili neregularnosti i prevare, ili za koga se otkrilo da je napravio ozbiljan propust u ispunjavanju njegovih ugovornih obaveza u ranijoj proceduri Javne nabavke biće isključen iz svih ugovora i grantova finansiranih iz budžeta EU/EDF u trajanju od maksimalno 5 godina od momenta kada se desio prestup koji je utvrđen u postupku protiv Izvođača. Izvođač može da iznese svoje argumente protiv ove odluke 30 dana od objave kazne pisanim putem preporučenim pismom sa povratnicom. U nedostatku bilo kakve reakcije od strane Izvođača, ili u slučaju povlačenja odluke o kazni od strane Komisije u roku od 30 dana od dana primanja dokaza od strane Izvođača, odluka o penalizaciji će postati važeća. Ovaj period se može produžiti na 10 godina u slučaju ponovljenog prekršaja u roku od 5 godina od prvog prekršaja.

Without prejudice to the application of penalties laid down in the contract, a Contractor who has been guilty of making false declarations, has made substantial errors or committed irregularities and fraud, or has been found in serious breach of its contractual obligations, may be excluded from all contracts and grants financed by the EU budget/EDF for a maximum of five years from the time when the infringement is established, as confirmed after an adversarial procedure with the Contractor. The Contractor may present his arguments against this penalty within 30 days of notification of the penalty by registered letter with acknowledgement of receipt or any equivalent means. In the absence of any reaction on the part of the Contractor, or of withdrawal of the penalty by the Commission within 30 days of receipt of the Contractor's arguments against it, the decision imposing the penalty shall become enforceable. That period may be increased to ten years in the event of a repeat offence within five years of the first

infringement.

70.2. Ukoliko se otkrije da je Izvođač napravio ozbiljan propust u ispunjavanju svojih ugovornih obaveza, time će se izložiti plaćanju finansijskih penala koji će iznositi 2-10% od ukupne sume ugovora. Ovaj iznos se može uvećati do 4-20% u slučajevima ponovljenog prekršaja u toku od 5 godina od prvog prekršaja.

If the Contractor is found to have seriously failed to meet its contractual obligations, other than foreseen in Article 36, it shall be subject to financial penalties representing 2-10% of the total value of the contract in question. That rate may be increased to 4-20% in the event of a repeat offence within five years of the first infringement.

70.3. Tamo gde posle dodele ugovora, procedure dodele ugovora ili da je realizacija ugovora bila predmet ozbiljnih grešaka, nepravilnosti ili prevare i ako se ovo može pripisati Izvođaču, Ugovarač može odbiti da izvrši uplate, može tražiti povraćaj već plaćenog ili može raskinuti sve ugovore potpisane sa Izvođačem u zavisnosti koliko je ozbiljna bila greška, nepravilnost ili prevara.

Where, after the award of the contract, the award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud, and where this is attributable to the Contractor, the Contracting Authority may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with this Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

Član / Article 71 – Provera i revizija od strane Evropske unije / Checks and audits by European Union bodies

71.1. Izvođač će dozvoliti Evropskoj Komisiji, Evropskoj kancelariji za borbu protiv korupcije i Evropskom sudu revizora da potvrde, ispitujući dokumenta ili na osnovu provera na terenu, implementaciju projekta, kao i da sprovede kompletnu reviziju, ukoliko je to potrebno, na bazi prateće računovodstvene dokumentacije, finansijske dokumentacije ili bilo koji drugi bitan dokument za finansiranje projekta. Ova inspekcija se može uraditi do 7 godina nakon završnog plaćanja.

The Contractor will allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, the implementation of the tasks and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. These inspections may take place up to 7 years after the final payment.

71.2. Osim toga, Izvođač će dozvoliti Evropskoj kancelariji za borbu protiv korupcije da izvede provere i potvrde na terenu u saglasnosti sa ustanovljenim procedurama u zakonodavstvu Evropske Unije radi zaštite njenih finansijskih interesa protiv prevara i ostalih neregularnosti.

Furthermore, the Contractor will allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

71.3. Na kraju, Izvođač se obavezuje da dozvoli ljudstvu ili agentima Evropske Komisije, Evropske kancelarije za borbu protiv korupcije i Evropskom sudu revizora, pristup na gradilišta i lokacije na kojima je Izvođač izvodio radove, uključujući njihov system informacija, kao i sva ostala dokumenta i baze podataka koje se tiču tehničkog i finansijskog upravljanja projektom, kao i da preduzme sve korake da im olakša taj posao. Pristup dat agentima Evropske Komisije, Evropske kancelarije za borbu protiv korupcije i Evropskom sudu revizora biće u tajnosti sa poštovanjem treće strane, bez štete prema obavezama javnog prava prema kome su oni podređeni. Dokumenta treba da su lako dostupna i arhivirana tako da olakšaju njihov pregled, a Izvođač mora da obavesti Ugovarača o njihovoj tačnoj lokaciji.

To this end, the Contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the Contracting Authority of their precise location.

71.4. Izvođač garantuje pravo Evropskoj Komisiji, Evropskoj kancelariji za borbu protiv korupcije i Evropskom sudu revizora, da izvrše reviziju, provere i potvrde koje će biti podjednako primenjive, a pod istim okolnostima i pravilima opisanim ovim Članom, na svakog podizvođača ili bilo kojeg drugog učesnika koji je koristio fondove EU/EDF.

The Contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification will be equally applicable,

under the same conditions and according to the same rules as those set out in this Article, to any sub-Contractor or any other party benefiting from EU/EDF funds.

VOLUME 2

SECTION 3: SPECIAL CONDITIONS

CONTENTS

Article 2: Law and language of the contract

- 2.1** The Serbian law shall apply in all matters not covered by the provisions of the contract.
Srpski zakon će se primenjivati u svim slučajevima koji nisu pokriveni odredbama ugovora.
- 2.3** The language used shall be English and Serbian. / Jezik koji će se koristiti biće engleski i srpski.

Article 3: Order of precedence of contract documents / Redosled važnosti ugovornih dokumenata

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

Sledeći dokumenti će se smatrati i tumačiti kao deo ovog ugovora, u sledećem redosledu prvenstva:

- (a) the contract / ugovor
- (b) the Special Conditions, / Specijalni uslovi
- (c) the General Conditions, / Opšti uslovi
- (d) the technical specifications, / tehnička specifikacija
- (e) the design documentation (drawings), /projektna dokumentacija (crteži)
- (f) the Bill of Quantities, possibly after arithmetical corrections; /ponuda, nakon aritmetičke provere
- (g) the tender with the appendix, / tender sa aneksima
- (h) any other document forming part of the contract. /bilo koji drugi document koji je deo ugovora

Article 4: Communications / Komunikacija

Any written communication relating to this Contract between the Contracting Authority and/or the Supervisor, on the one hand, and the Contractor on the other shall be exclusively in writing. Unless otherwise specified in the Special Conditions, communications between the Contracting Authority and/or the Supervisor on the one hand, and the Contractor on the other hand, shall be sent by post, fax transmission, e-mail or delivered by hand, to the addresses designated by the Parties for that purpose.

Bila kakva komunikacija vezana za ovaj ugovor između Ugovarača i/ili Menadžera na projektu, sa jedne strane, i Izvođača sa druge strane, mora biti u pisanoj formi. Ukoliko nije drugačije navedeno u Specijalnim uslovima, komunikacija između Ugovarača i Izvođača biće poslata poštom, faksom, mejlom ili ličnom dostavom na naznačenu adresu.

For the Contracting Authority / Za ugovarača:

**Uprava Gradske opštine Mladenovac,
Ul. Janka Katića 6,
11400 Mladenovac,
Tel: 011/8241-600,
Fax: 011/8230-145,
For the Contractor / Za izvođača:**

If the person sending a communication requires acknowledgment of receipt, he shall indicate this in his communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.

Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval certificate or decision shall not unreasonably be withheld or delayed.

Ukoliko lice šalje komunikaciju koja zahteva mišljenje primaoca to treba naglašeno u komunikaciji. Kad god postoji rok za predaju pisane komunikacije, pošiljalac treba tržiti potvrdu o prijemu komunikacije. U bilo kojoj situaciju pošiljalac treba preduzeti sve neophodne mere da osigura prijem njegove komunikacije.

Gde god ugovor predviđa davanje ili izdavanja ikakve obavesti, suglasnosti, odobrenja, potvrde ili odluke, osim ako nije drugačije navedeno, kao obavest, suglasnost, odobrenje, potvrda ili odluka mora biti u pisanom obliku, a reči "obavestiti", "potvrđuje", "odobriti" ili "odlučiti" tumačit će se u skladu s tim. Svaka takva suglasnost, potvrdu ili odobrenje odluka neće neopravdano biti povučen ili odgođen.

Article 5: Supervisor and Supervisor's representative

5.1 The supervisory authority shall be selected by each municipality, which will daily visit building sites and fill work register and constant coordination with the responsible person on site .

The Contracting Authority shall appoint a Supervisor to supervise the works on behalf of the Contracting Authority. The Supervisor shall obtain the prior written approval of the Contracting Authority for any additional works which will have financial implications.

Nadzorni organ koji će dnevno posećivati gradilišta i voditei dnevnik te održavati stalnu kordinaciju sa odgovornom osobom na gradilištu, treba biti odabran od strane opštine/grada.

Ugovarač treba imenovati Nadzor da nadgleda radove u ime Ugovarača. Nadzor treba unapred pribaviti pismeno odobrenje od Ugovarača za bilo kakve radove koji iziskuju finansijske troškove.

Article 7: Sub-contracting

N/A

Article 8: Documents to be provided

The Main project, prepared by Contractor, should be compliance with the urban conditions and has the complete external technical control. It is necessary to obtain a building permit.

Glavni projekat, pripremljen od strane Izvođača, treba biti u skladu sa urbanističkim uslovima i treba da izvrši vanjsku gtehničku kontrolu neophodnu za izdavanje građevinke dozvole.

Article 9: Access to the site Pristup gradilištu

9.1 The Contractor's attention is drawn to the fact that there is a Head of Delegation of the European Commission in the state of the Contracting Authority. The Contractor is bound to give the Head of Delegation free access to its sites, factories, workshops, etc., and generally assist the Head of Delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the Head of Delegation.

All correspondence between the Contractor and the Contracting Authority or project Supervisor must be copied, for information, to the Head of Delegation of the European Commission at the following official address:

Avenija 19a, Vladimira Popovića 40/V
Novi Beograd, Serbia

9.1 Izvođaču se ukazuje na činjenicu da postoji šef Delegacije Evropske komisije u državi ugovaratelja. Izvođač je dužan dati šefu Delegacije slobodan pristup svojim gradilištima, tvornicama, radionicama, itd., i uopšte pomagati šefu Delegacije, kao Nadzor na projektu, u obavljanju njegovih dužnosti. Iste odredbe primenjuju se i na imenovane predstavnike šefa Delegacije.

Sva korespondencija između izvođača i ugovarača ili Nadzornika na projektu mora biti kopirana, radi informisanja šefa Delegacije Evropske komisije u sledećem službenu adresu:

Article 12: General obligations of the Contractor

12.8 The visibility measures must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission: http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

Promotivne mere moraju biti u skladu s pravilima utvrđenima u priručniku za komunikaciju i Promotivne Aktivnosti za vanjske aktivnosti EU je objavila Europska komisija: http://ec.europa.eu/europeaid/work/visibility/index_en.htm.

Article 12a: Design and build contracts / Projektna dokumentacija i ugovor o izgradnji

In relation to the Article 12a of General Conditions, the Contractor is obliged to provide Main Design with technical control for each individual site construction, (for all building units).

U vezi čl. 12 Opštih uslova, Izvođač je u obavezi da obezbedi Glavni projekat, sa urađenom tehničkom kontrolom za svaku pojedinačnu lokaciju (za svaku montažnu jedinicu).

Article 15: Performance guarantee / Izvršna garancija

15.1 The amount of the performance guarantee shall be 10 % of the amount of the Contract and any addenda thereto.

Iznos izvršne garancije će biti 10% od iznosa Ugovora i svake njegove dopune.

Article 16: Insurance / Osiguranje

In relation to the Article 16 of the General Conditions, Contractor is obligated to provide liability insurance of 10% RSD of the contract value.

U vezi člana 16 Opštih Uslova, Izvođač radova je u obavezi da obezbedi osiguranje od odgovornosti i greške u iznosu od najmanje 10% od vrednosti ugovora.

16.4 The Contractor shall take out insurance covering liability with regard to risks and civil liability resulting from an act or omission attributed to him, to his legal successors or agents. Such insurance shall be for at least the amount stated in the Special Conditions. The Contractor shall ensure that all his subcontractors have taken out similar insurance.

Izvođač je dužan ugovoriti osiguranje tako da pokriva odgovornost u odnosu na rizike i građanske odgovornosti koja proizlazi iz radnje ili propusta koja se pripisuju njemu, njegovim pravnim sledbenicima ili agenatima. Takvo osiguranje bit će najmanje u iznosu navedenom u Posebnim uslovima. Izvođač će osigurati da su svi njegovi podizvođači pribave sličnu osiguranje.

Article 17: Programme of implementation of tasks Program provedbe zadataka

The Contractor shall prepare and submit for the Supervisor's approval:

- the programme according to the General Conditions 17.1 a), b), c), d), e) and f);
- performance plan of works execution, delivery and installation of equipment;
- the same shall apply to documents and items which are to be submitted to the Supervisor for endorsement or acceptance.

Izvođač će pripremiti i dostaviti na odobrenje supervizora:

- Program u skladu sa opštim uslovima 17,1), b), c), d), e) if);
- Plan obavljanje izvođenja radova, isporuku i ugradnju opreme;
- Isto se odnosi na dokumente i stavke koje treba dati Nadzoru na odobrenje ili usvajanje.

Article 19: Contractor's drawings / Crteži izvođača radova

19.1 Contractor is required to provide a final project documentation for each building plot must be done in 3 copies for Contracting Authority

In addition to these documents, the Contractor shall submit to the Supervisor for his approval:

- a) such drawings found necessary by the Supervisor to supplement the Contractor's method statements;
- b) such drawings and information required by local authorities in connection with applications for and obtaining of required permits.

The Contractor shall bear all costs in connection with above documentation and shall be responsible for timely submission.

Izvođač je obavezan da obezbedi Glavni projekat za svaku građevinsku parcelu mora da se uradi u 3 primerka za Ugovarača.

Pored ovih dokumenata, Izvođač podnosi Supervizoru za njegovu saglasnost:

- a) crteži koji su neophodni Supervizoru da dopuni izjave izvođača;
- b) crteži i informacije potrebni lokalnim vlastima potrebni za i dobijanje potrebnih dozvola.

Izvođač snosi sve troškove u vezi sa dokumentacijom i odgovoran je za blagovremeno dostavljanje.

19.7 The Contractor shall develop drawings including 'as built drawings' (*wherever required*) up to the workshop level and submit it to the Supervisor for approval. Drawings, manuals and manufacturer's schemes of supplied/installed equipment and as built drawings shall be provided in local language only, unless otherwise instructed by the Contracting Authority and/or Supervisor.

Izvođač će izraditi crteže, uključujući 'crtež izvedenih radova' (gde god je potreban) do razine radionica i dati Nadzoru na odobrenje. Crteži, priručnika i sheme proizvođača za isporučenu / ugrađenu opremu i će se osigurati samo na lokalnom jeziku, osim ako nije drugačije određeno od Ugovarača / ili supervizora

Article 20: Sufficiency of tender prices

The unit prices for unforeseen works, to be recognised throughout the project and ordered by the Contracting Authority, shall be derived from the contracted unit prices of a similar type or extracted from referent similar contracts, and in line with principles stipulated in General Conditions Article 37.5.

Jedinične cene za nepredviđene radove, biti priznate u celom projektu i naručene od strane Ugovarača, moraju biti proizlaziti iz ugovorenih jediničnih cijena iz sličnog tipa ili izvađen iz referentne sličnih ugovora, au skladu s načelima propisanim u Opštim uslovima članu 37.5 .

Article 21: Exceptional risks

N/A

Article 24: Interference with traffic

Where special permits regarding temporary interference with traffic are required, it shall be the responsibility of the Contractor to obtain such permits in due time.

The Supervisor will in accordance with Article 10 assist the Contractor in obtaining such permits.

The Contractor shall plan the execution of the works with due regard to avoidance of inconveniences to the public, to the extent reasonably possible. Where unavoidable the Contractor shall in due time inform the Supervisor of the extent of interference with traffic and inconveniences.

All expenses in connection with permits, temporary traffic arrangements, preliminary works including fencing, signboards, traffic signals, etc. and provision of interim works to secure uninterrupted access to buildings and properties affected by the construction activities shall be at the cost of the Contractor's otherwise unnecessary/unauthorised interference with traffic

Gde su potrebne posebne dozvole u vezi s privremeno ometanje prometa, to će biti odgovornost izvođača radova za dobivanje takve dozvole u dogledno vrijeme.

Supervizor će se u skladu s članom 10. Pomoći Izvođaču u dobijanju takve dozvole.

Izvođač će planirati izvršenje radova uz dužno poštovanje izbjegavanje neprijatnosti za javnost, u meri u kojoj je to ikako moguće. Ako je to neizbežno Izvođač će u dogledno vrijeme informirati Nadzor o razmerima uplitanja u remećenju saobraćaja.

Svi troškovi u vezi s dozvolama, privremenim saobraćajnim aranžmanima, pripremnim radovima, uključujući postavljanje ograde, natpisa, saobraćajnih znakova, itd. Pružanje privremenih poslova da osigura nesmetan pristup objektima i imovini koje su obuhvaćene građevinskim aktivnostima će biti na trošak izvođača.

Article 27: Demolished materials

N/A

Article 29: Temporary works

N/A

Article 30: Soil studies / Ispitivanje zemljišta

30.1 Referred to article 30 of General Conditions, the Contractor is not obligated to conduct soil studies on construction site. Investor had the obligation to provide all necessary technical conditions including eventually geo-mechanical report before beginning of works.

U vezi člana 30 Opštih Uslova, Izvođač radova nije u obavezi da sprovede nikakvo ispitivanje zemljišta na gradilišnoj parceli. Investitor ima obavezu da obezbedi sve potrebne tehničke uslove, uključujući i eventualno elaborat geomehanike, i to pre početka izvođenja samih radova.

Article 32: Patents and licenses

32.1 There is no derogation from Article 32 of the GC

Nema odstupanja od člana 32 Opštih uslova

Article 34: Period of implementation of tasks / Period sprovođenja zadatka

34.1 Period of implementation of tasks will be **calendars days**, after the date from the date of final building permit

Period sprovođenja zadatka će biti kalendarskih dana, od datuma dobijanja građevinske dozvole.

Article 36: Delays in implementation of tasks / Kašnjenja u izvođenju radova

36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10% of the contract price or, if the contract is subdivided into phases, 10% of the price of the phase concerned.

Stopa ugovorne kazne zbog kašnjenja u završetku radova biće 0,1% od ugovorene cene za svaki dan ili njegovdeo koji protekne između kraja perioda implementacije zadataka i stvarnog datuma završetka, do maksimalnog iznosa od 10% od ugovorene cene ili, ako je ugovor podijeljen u faze, 10% od cene faze koja je u pitanju.

Article 39: Work register / Građevinski dnevnik

39.1 The work register shall be kept in local language and in accordance with the local legislation.

Građevinski dnevnik piše se na lokalnom jeziku i u skladu sa lokalnim propisima.

Article 40: Origin and quality of works and materials / Poreklo i kvalitet ugrađenih materijala

40.1 All goods purchased under the contract must originate in a Member State of the European Union or a country covered by the IPA 2011 programme. For these purposes, "origin" means

the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or to the relevant international agreement applicable.

When importing goods, any change in the specified origin must have been pointed out to the project Supervisor and approved by him.

Sva roba kupljena na osnovu ugovoru mora da potiče iz zemalja članica Evropske unije ili zemalja koje su obuhvaćene programom IPA 2011. U ovu svrhu, "poreklo" označava mesto gde je roba izrađena, uzgajana, proizvedena ili napravljena i / ili od čijih usluga obezbeđena. Poreklo robe treba da bude utvrđeno u skladu sa carinskim propisima EU ili sa primenjivim relevantnim međunarodnim sporazumima.

Kada uvozite robu, svaka promena u određenom poreklu mora biti naznačena od strane Nadzora i odobren od strane njega.

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with the requirements of the technical specifications and the bill of quantities.

Radovi i objekti, tehnika , oprema ili material korišten u njihovoj izradi moraju odgovarati zahtevima u tehničkoj specifikaciji i premerima.

Prior to ordering, placement and/or instalment of any construction materials or equipment, the Contractor shall provide attests, manuals and samples of all material or equipment he proposes to build in, in the timely manner to the Supervisor.

Pre nego naruči postavljanje i /ili ugradnju bilo kog građevinskog materijala ili opreme ,Izvođač treba u dogovorenom vremenskom roku, pokazati Nadzoru, atest, upustva za rukovanje i uzorke svih materijala ili opreme koju on predlaže da ugradi.

40.3 Preliminary technical acceptance is necessary and controlled by the Supervisor following the local regulations.

Preliminarni tehnički prijem je neophodan i kontrolisan od strane Nadzora po lokalnim propisima.

Article 41: Inspection and testing

N/A

Article 43: Ownership of plant and materials Vlasništvo nad opremom i materijalima

43.2 Ownership of plant and materials will be in accordance with Tender Form 4.6.2

Vlasništvo nad opremom i materijalima će se utvrđivati u skladu sa Tendeskim dokumentom 4.6.2

Article 44: General principles for payments / Opšti uslovi plaćanja

44.1 Payments will be made in national currency (RSD) / Plaćanje se vrši u nacionalnoj valuti

44.3 By derogation the payment to the Contractor of the amounts due under each of the interim payment certificates and the final statement of account issued by the Supervisor shall be made by the Contracting Authority within 45 days.

Iznimno plaćanje izvođaču iznosa dospjelih u okviru svake potvrde za privremeno plaćanje i konačnog obračuna koji izdaje Nadzor bit će isplaćeno Izvođaču u roku od 45 dana.

Article 46: Pre-financing / Avansno plaćanje

46.(1) and (2) On the conditions specified in the General Conditions, the total amount of the pre-financing must not exceed 10% of the original contract.

U uslovima utvrđenim u Opštim uslovima, ukupan iznos avansnog ne sme preći 10% ukupne ugovorene vrednosti.

46.8 The repayment of the pre-financing shall take the form of deductions based on the monthly claims.

Otplata predfinanciranja treba biti u obliku odbitaka na temelju mesečnih zahteva

- a) The flat-rate pre-financing (maximum of 10%) shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80% of the amount of the contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.8}$$

where:

R = the amount to be repaid

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places= the total amount of the pre-financing

Nepromenljiva rata za predfinanciranje (maksimalno 10%) se otplaćuje putem obustava na rate i, ako je potrebno, na osnovu balansa prema Izvođaču. Ova otpлата će početi sa prvom ratom a bit će završena, najkasnije, u vreme kada je pkaćeno 80% od vrednosti ugovora.

Otplata mora biti u istoj valuti kao avans.

Iznos koji se oduzima od svakog obroka izračunava se pomoću sljedeće formule:

gdje su:

R = iznos koji treba vratiti

Va = ukupan iznos predfinanciranja

Vt = početni iznos ugovora

D = iznos rate.

Rezultat se zaokružuje na dvije decimale.= Ukupan iznos avansnog plaćanja

- b)The pre-financing for plant, machinery and tools – and the pre-financing for other major prior outlay (20% maximum) – shall be repaid by means of deductions from the instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 90% of the amount of the contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:

- b) Avans za opremu, strojeve i alate - i avans za druge velike prethodne izdatke (20% maksimalno) - treba vratiti pomoću odbitaka iz rata i, ako je potrebno, iz preostalog iznosa za Izvođača radova . Ova otpлата će početi sa prvom ratom a bit će završena, najkasnije, u vreme kada je 90% od vrijednosti ugovora isplaplaćeno.

Iznos koji se oduzima od svakog obroka izračunava se pomoću sljedeće formule:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

where:

R = the amount to be repaid

Va = the total amount of the pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

gdje su:

R = iznos koji treba vratiti

Va = ukupan iznos predfinanciranja

Vt = početni iznos ugovora

D = iznos rate.

Article 47: Retention monies Zadržani iznos

47.1 The sum to be retained from interim payments to guarantee implementation of the Contractor's obligations during the defects liability period is 5% of each instalment, with the limit of 10% of the Accepted Contract Amount.

Iznos koji će biti zadržan iz privremenih situacija kao jamstvo za provedbu obveza Izvođača tokom razdoblja odgovornosti za štetu je 5% svake rate, uz ograničenje od 10% prihvaćenog ugovorenog iznosa.

47.3 The sum retained or the retention guarantee shall be released within 24 months of the issuing of the signed final statement of account referred to in Article 51.

Iznos zadržan ili garancija za zadržan iznos će biti pušten u roku od 24 mjeseca od dana izdavanja potpisanog konačnog obračuna iz člana 51.

Article 48: Price revision

N/A

Article 49: Measurement

49.1 This is a lump-sum contract.

The amounts due shall be determined through the measurement of the percentage of works carried out in relation to the firm quantities of each item of the Breakdown of the Lump-sum Price and by applying that percentage to the lump-sum price of the related item through the following tranches: 50% of the price per house upon completion of: foundation; walls; roof structure with roof covering; doors and windows installed.

49.3 Methods and conditions to evaluate the works shall be in accordance with the local regulations and norms for construction works.

Postupanja i uslovi za procenu radova trebaju biti u skladu s lokalnim propisima i normama za izvođenje građevinskih radova.

49.4 Provisional Sum

"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the works or the supply of goods and materials, plants or services or for contingences.

"Privremeni Iznos" znači iznos uključen u ugovoru i tako označen u troškovnik za izvršenje bilo kojeg dijela radova ili isporuku robe i materijala, opreme ili usluga ili za slučaj nužde

Article 50: Interim payments / Privremene situacije

50.1 Payment will be made upon receipt of a temporary situation that involves a minimum of 50% of the contract.

Bez prava na avans. Plaćanje će se vršiti po ispostavljenoj privremenoj situaciji koja obuhvata minimum 50% ugovorenih a završenih radova.

Article 51: Final statement of account /Okončana situacija

51.2 Referred to the Article 51 of General Conditions, the Contractor shall not later than 15 days after the issue of the final acceptance certificate submit to the Supervisor a draft final statement account with supporting documents.

U vezi člana 51 Opštih Uslova, Izvođač radova treba najkasnije 15 dana od dana dobijanja potvrde o tehničkom prijemu objekta, da podnese Nadležnom organu nacrt Okončane situacije sa svim ostalim pratećim dokumentima.

51.6 There is not any derogation. / nema odstupanja.

Article 53: Delayed payments / Zakasnela plaćanja

53.1 By derogation from Article 53.1 of the General Condition, once the deadline laid down in Article 44.3 has expired, the Contractor may, within two months of receipt of late payment, receive default interest. By way of exception, when the interest calculated in accordance with this provision is lower

than or equal to EUR 200, it shall be paid to the Contractor only upon a demand submitted within two months of receiving late payment.

Izuzev od člana 53,1 Opštih Uslova, nakon roka utvrđenog u članu 44,3 , Izvođač u roku od dva meseca od primanja zadnje isplate, dobija zatezne kamate. Izuzev, kada je kamata koja se izračunava u skladu s tom odredbom manja od ili jednaka 200 eura, to će se isplatiti Izvođaču samo na temelju zahtjeva podnesenog u roku od dva mjeseca od primitka kašnjenja u plaćanju

Article 59: Partial acceptance

59.3 Partial acceptance is not envisaged. However, if it occurs the maintenance period of the completed works begins on the date of the Partial Provisional Acceptance is signed.

Delomično prihvatanje nije predviđeno. Međutim ako se dogodi, razdoblje održavanja izvršenih radova počinje danom potpisivanja Delomične Privremene Primopredaje

Article 60: Provisional acceptance / Privremeno preuzimanje

The operating and maintenance manuals, as built-in drawings and warranty certificates of mechanical, electrical and all other engineering components necessary to put system into the full operation shall be submitted by the Contractor to the Supervisor before the Provisional Acceptance Certificate is issued by the Supervisor.

Upustva za rad i održavanje kao i izvedeni crteži i garancije za mehaničke_ električne i sve ostale komponente neophodne da se sistem stavi u puni pogon biti će podnesen od strane izvođača radova Nadzoru prije nego se potvrda o privremenom preuzimanju izda od strane Nadzora

Article 61: Defects liability

Referred to Article 61 of General Conditions, the Contractor shall be responsible for 2 years of liability period for construction, and all incorporated and installed equipment.

U vezi člana 61 Opštih Uslova, period odgovornosti Izvođača radova (garantni period) je 2 godine na samu konstrukciju objekta i svu isporučenu i ugrađenu opremu.

61.1 As stated in the glossary of terms in general annexes, the defects liability period is defined as the period stated in the contract immediately following the date of provisional acceptance, during which the Contractor is required to complete the works and to remedy defects or faults as instructed by the Supervisor. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.

Kao što je navedeno u rečnik pojmova u opštim prilogima_ rok za Odgovornost za nastale nedostatke se definiše kao razdoblje navedeno u ugovoru odmah nakon datuma privremene primopredaje_ tokom koje je potrebno da Izvođač dovrši radove i da ukloni nedostatke ili greške prema uputama Nadzora. Prava i obveze stranaka u pogledu tog razdoblja odgovornosti propisani su u članku 61. Opštih uslova.

61.7 As stipulated in Annex (g), Appendix to tender, the maintenance period shall be 365 days from the date of issuance of the Partial Provisional Acceptance Certificate for the building by the Supervisor (with reference to provisions of Article 59.3 of this Special conditions), or in case of Provisional Acceptance Certificate from the date of issuance of the Provisional Acceptance Certificate by the Supervisor.

Kao što je navedeno u Dodatku (g)_ dodatku na Tender , razdoblje održavanja će iznositi 365 dana od datuma izdavanja potvrde za Delomično privremeno preuzimanje zgrade od strane Nadzora (s obzirom na odredbe članka 59.3 ovog posebnog uvjeta)_ ili u slučaju privremenog preuzimanja od dana izdavanja potvrde o privremenom preuzimanju od strane Nadzora.

Article 68: Dispute settlement

68.4 All disputes arising from, or related to, this Agreement the Parties shall try to solve amicably.

In case the disputes between the Contractor and Contracting Authority can not be solved amicably, the Parties stipulate the competence of the First main Court in Belgrade.

Svi sporovi koji proizlaze iz ili se odnose na ovaj Sporazum stranke će pokušati rešiti mirnim putem.

U slučaju da se sporovi između izvođača i ugovarača ne može riješiti mirnim putem_ stranke se propisuju nadležnost Prvom glavnom Sudu u Beogradu.

VOLUME 2

SECTION 4: SPECIMEN PERFORMANCE GUARANTEE MODEL IZVRŠNE GARANCIJE

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of
(Name and address of the Contracting Authority)
referred to below as the "Contracting Authority"

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract (contract number and title) (please quote number and title in all correspondence)

We, the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of [Contractor's name and address], hereinafter referred to as "the Contractor", payment to the Contracting Authority of [amount of the performance guarantee], representing the performance guarantee mentioned in Article 15 of the Special Conditions of the contract (contract number and title) concluded between the Contractor and the Contracting Authority, hereinafter referred to as "the Contract".

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released in accordance with article 15.8 of the General Conditions to the Contract [and in any case at the latest on (at the expiry of 18 months after the implementation period of the Contract)]¹².

The law applicable to this guarantee shall be that of <enter Belgium, or the country of the Contracting Authority if this is not the European Commission / country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <enter Belgium, or the name of the country of the Contracting Authority if this is not the European Commission >.

The guarantee shall enter into force and take effect upon its signature.

Done at, ././..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

¹² This mention has to be inserted only where required, for example where the law applicable to the guarantee imposes a precise expiry date

**SECTION 5 / ODELJAK 5:
SPECIMEN PREFINANCING PAYMENT GUARANTEE
MODEL AVANSNE GARANCIJE**

(To be completed on paper bearing the letterhead of the financial institution)
(Pripremiti na memorandumu finansijske institucije)

For the attention of
Uprava Gradske opštine Mladenovac, Ul. Janka Katića 6, 11400 Mladenovac

Referred to below as the “Contracting Authority”

Subject: Guarantee No...

Financing Guarantee for the repayment of pre-financing payable under contract **03.05.404-22/2014 Supply and installation of prefabricated houses in Mladenovac**

We the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee as primary obligor, and not merely as surety on behalf of [Contractor's name and address], hereinafter referred to as “the Contractor”, the payment to the Contracting Authority of [indicate the amount of the pre-financing], corresponding to the pre-financing as mentioned in Article 46 of the Special Conditions of the contract (Contract number and title) concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation or receipt) stating that the Contractor has not repaid the pre-financing on request or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment of the Contract.

We note that the guarantee will be released in accordance with the article 46.7 of the General Conditions.

The law applicable to this guarantee shall be that of Republic of Serbia. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Republic of Serbia.

The guarantee will enter into force and take effect on receipt of the pre-financing payment in the account designated by the Contractor to receive payments.

Done at,/../..

Name and first name: On behalf of:

Signature:

[Stamp of the body providing the guarantee]

VOLUME 2 / SVESKA 2

**SECTION 6 / ODELJAK 6:
SPECIMEN RETENTION GUARANTEE
MODEL RETENCIONE GARANCIJE**

(To be completed on paper bearing the letterhead of the financial institution)

For the attention of
Uprava Gradske opštine Mladenovac,
Ul. Janka Katića 6, 11400 Mladenovac,
referred to below as the “Contracting Authority”

Subject: Guarantee No...

Performance Guarantee for the full and proper execution of contract **03.05.404-22/2014**
Supply and installation of prefabricated houses in City Municipality of Mladenovac

We, the undersigned, [name, and address of financial institution], hereby irrevocably declare that we guarantee, as primary obligor, and not merely as a surety on behalf of [Contractor's name and address], hereinafter referred to as “the Contractor”, payment to the Contracting Authority of [amount of the performance guarantee], representing the performance guarantee mentioned in Article 15 of the Special Conditions of the contract (contract number and title) concluded between the Contractor and the Contracting Authority, hereinafter referred to as “the Contract”.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) stating that the Contractor has failed to perform its contractual obligations fully and properly or that the Contract has been terminated. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We accept notably that no amendment to the terms of the Contract can release us from our obligation under this guarantee. We waive the right to be informed of any change, addition or amendment to the Contract.

We note that the guarantee will be released in accordance with article 15.8 of the General Conditions to the Contract.

The law applicable to this guarantee shall be that of Republic of Serbia. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Republic of Serbia.

The guarantee shall enter into force and take effect upon its signature.

Done at,/..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

VOLUME 3 / SVESKA 3

TECHNICAL SPECIFICATIONS / TEHNIČKA SPECIFIKACIJA

PROJECT LOCATION / LOKACIJA PROJEKT

A

The prefabricated houses will be built on following locations: / Montažne kuće će biti izgrađene na sledećim lokacijama:

Place / Mesto	Investor / Investitor	Building numb./ broj objekata
1. Mladenovac	private property/ privatno vlasništvo	2

BUILDING SIZE / VELIČINA OBJEKTA

Prefabricated residential buildings net useful surface should be in suggested range of: / Montažne stambene kuće neto korisne površine treba da budu u sugerisanom rasponu:

Type of house	Number of houses
HOUSE P neto ~49m ²	2

FINANCER'S OBLIGATION / OBAVEZA FINANSIJERA

The Financer obligations are to obtained all necessary administrative permissions, regardless if the Investor is registered as private entity or subjected municipality. Here it means:

- Location permit on the name of the Investor
- Technical conditions of infrastructure connections – electricity, water and sewerage
- Building permit on the name of the Investor

Obaveze finansijera su da Izvođaču radova obezbedi sve potrebne administrativne dozvole, bez obzira da li se radi o investitoru kao predmetnom gradu ili privatnom licu. Ovde se podrazumevaju:

- Lokacijska dozvola na ime Investitora
- Uslovi priključenja objekta na infrastrukturu – struja, voda i kanalizacija
- Građevinska dozvola na ime Investitora

INVESTOR'S OBLIGATION / OBAVEZA INVESTITORA

The Investor obligation is to provide necessary location to the Financer, to prepare the subjected location for commencement of construction works, provide access to the location and timely prepare Location permits, technical conditions for building connections and Building permits. To provide temporary electrical and water connection on the site. After the construction works are completed the Investor's obligation is to finance technical work inspection and reception of the building, to obtain Permit for Use, and to cover all expenditures of communal connections and taxes.

Obaveza investitora je da Finansijeru radova obezbedi potrebnu lokaciju, istu obezbedi i pripremi za izvođenje predmetnih radova, obezbedi pristup lokaciji, i pravovremeno dostavi Lokacijsku dozvolu, uslove priključenja objekta i Građevinsku dozvolu. Takođe, da na lokaciji obezbedi privremeni priključak za struju i vodu i da nakon izgradnje objekta finansira tehnički prijem objekta, izdavanje Upotrebne dozvole, pokrije troškove svih komunalnih taksi

CONTRACTOR'S OBLIGATION / OBAVEZA IZVOĐAČA RADOVA

To prepare the technical documentation for the planned and targeted model of prefabricated building: Concept solution, **Main project design main project in accordance with new regulations on energy efficiency (with energy certificates)**, all of this in necessary number of copies.

To execute the technical checking of project documentation: stamping and verification of the Main project design.

To provide accommodation of the man power for work execution and food, secure the storage for building material, tools and mechanization needed for works execution, covering all outcoming costs.

To cover all the cost of electricity and water consumption during the work execution.

With their own means to cover all expenditures of securing the construction site from unauthorized access of third party.

To construct the foundation of the prefabricated building, or to modify existing one to the proper dimensions of the planned building.

After completion of the foundation, The Contractor's obligation is to finance the official recording of the site and to register it in urbanistic department.

To execute all works on contracted type and model of the prefabricated building in accordance with planned documentation and to complete all necessary installation works for model » turnkey«.

To execute and finish all house installation up to 2m from the outside house walls for the purpose of building connection to existing infrastructure network. Construct separate manhole for water (without water-meter) and sewerage and also required to construct connection from manhole to the building. Execute connection box for electrical connection according to regulative of electrical-distribution company.

To prepare the executed building for technical acceptance and take all necessary actions for obtaining of the Permit for Use.

- da pripremi projektnu dokumentaciju za predmetni i izabrani model montažnog objekta: Idejno rešenje, **Glavni projekat a skladu sa uslovima o energetskej efikasnosti** (sa izradom energetskog pasoša), u potrebnom broju primeraka
- da o svom trošku obezbedi tehničku kontrolu glavnog projekta od strane preduzeća po izboru finansijera
- da u sopstvenoj režiji obezbedi smeštaj radne snage i ishranu, kao i bezbedno skladištenje materijala, alata i mehanizacije potrebne za izvođenje radova
- da pokrije sve troškove utroška električne energije i vode tokom izvođenja radova
- da o sopstvenom trošku obezbedi gradilište od neovlašćenog pristupa trećih lica kao i da gradilište obeleži tablom koja sadrži podatke o objektu koji se gradi, investitoru, odgovornom projektantu, broj građevinske dozvole, izvođaču radova, početku građenja i roku završetka izgradnje
- da izgradi temelje za budući objekat ili da postojeći temelj modifikuje prema potrebama budućeg objekta
- da po izgradnji temelja o svom trošku izvrši snimanje i prijavu istih
- da ugovoreni tip i model montažnog objekta u svemu izvede po projektnoj dokumentaciji i to po sistemu »ključ u ruke« sa završenim svim zanatskim i instalaterskim radovima.
- da instalacije vodovoda i kanalizacije iz objekta izvede do na 2.0 m od regulacione linije radi priključivanja objekta na gradsku infrastrukturu. Ovde se podrazumeva izgradnja priključnog šahta za vodu (bez vodometra), revizionog šahta za kanalizaciju i priključne kasne za elektro priključak po uslovima nadležnih službi (elektro distribucija, vodovod i kanalizacija)
- da izvedeni objekat pripremi za tehnički prijem i izdavanje Upotrebne dozvole

ARCHITECTURAL CONCEPT OF PREFABRICATED BUILDINGS **ARHITEKTONSKO REŠENJE BUDUĆIH MONTAŽNIH OBJEKATA**

On targeted locations, the following buildings should be built:

2 single houses size ~40 m² of net surface

HOUSES should be consisted of two units each with covered entrance, the corridor, living room and kitchen, two bedroom and bathroom.

Na datim lokacijama (ukupno 2) treba izvršiti podizanje montažnih objekata neto stambene površine od oko 40 m² (bruto oko 45m²)

Objekti se sastoje od natkrivenog ulaza, hodnik, dnevne sobe sa kuhinjom i dve spavaće sobe.

U prilogu ove tehničke specifikacije nalaze se predložena arhitektonska rešenja tj. osnove karakterističnih tipova.

BUILDING CONSTRUCTION / KONSTRUKCIJA OBJEKTA

From construction site all the humus should be removed and excavation for foundation lines and walls performed. All prefabricated building should be erected on reinforced concrete foundation, calculated for future load and seismic interference. Chimney foundation should also be planned. Building construction is wooden, made of conifer of II quality class, artificially dried, with no more than 18% humidity and protected from insect and mold.

Walls are constructed as prefabricated frames made of one part verticals and horizontals. All the elements must be equal thickness in accordance with regulation on **energy efficiency**. OSB boards should not be fixed to the wooden frame with smooth nails. They should be connected either with wooden screws MD5x50 or nails E31/70 with jagged or convolute body by using pneumatic nail gun. Over the wall construction and OSB board layer, on the outer side, it is necessary to put contact facade in so called Demit system. During that, besides construction glue, it is mandatory to use adequate plastic anchors to tighten the boards made of expanded polystyrene to the wooden construction.

All the construction elements (horizontal and vertical wall frames, belt and bars fillings of roof racks) should be adopted according to statistical calculation and standards in effect. Prove endurance of all the connections for all the combinations of ballast (wind effect etc.)

In bathrooms should be used waterproof plaster-cardboard boards.

Sa mesta budućeg objekta ukloniti humus i izvršiti iskop za temeljne trake i zidove. Montažni objekti treba da se urade na AB temeljima proračunatim na sva opterećenja (stalno, korisno, od snega, vetra i seizmičke uticaje) za datu lokaciju. Predvideti i temelj dimnjaka. Nadzemni deo temeljnog zida završno obraditi. Konstrukcija kuće je drvena izrađena od četinara II kvalitetne klase, veštački osušene, tako da ne sadrži više od 18% vlažnosti, i zaštićene sredstvima protiv gljivica i insekata.

Zidovi su koncipirani kao montažni ramovi sastavljeni od jednodelnih vertikalna i horizontalna minimalnog preseka. Svi elementi moraju biti odgovarajuće debljine, u skladu sa uslovima o energetske efikasnosti. OSB ploče za drveni ram se ne smeju pričvršćivati glatkim ekserima. Vezu ostvariti ili vijcima za drvo MD5x50 ili ekserima E31/70 sa nazubljenim ili uvijenim telom koristeći pneumatski zabijač eksera. Preko konstrukcije zida i obloge od OSB ploča, sa spoljne strane potrebno je postaviti kontaktnu fasadu u tzv. „demit“ sistemu. Tom prilikom, pored građevinskog lepka, obavezna je upotreba odgovarajućih plastičnih tiplova za pričvršćivanje ploča od ekspaniranog polistirena (stiropora) za drvenu konstrukciju. Svi građevinski elementi (horizontalne i vertikalne zidni okviri, krovni nosači) bi trebalo da bude usvojen u skladu sa statističkim proračunom.

U kupatilima treba koristiti vodootporne gips-kartonskih ploča.

Krovne nosače izraditi u sistemu dvovodne rešetke.

Minimum dimensions, composition of some elements for walls, floors and ceiling materialization:

Minimalne dimenzije sastav pojedinih elemenata materijalizacije zidova, podova i tavanica:

Outside wall :

1. Facade Demit 2 mm
2. Glue 3 mm
3. Facade net 1 mm
4. Expanded polystyrene 50 mm
5. Glue 3 mm
6. OSB 3 board Min 10 mm
7. Wooden frame 100 mm
8. Mineral wool or stone wool 100 mm (in accordance with energy efficiency)
9. PVC foil 95 g/m² 0.2 mm
10. OSB 3 board min 9 mm or plaster-cardboard board (waterproof plaster-cardboard board) 12.5mm
11. Plaster-cardboard board (waterproof plaster-cardboard board) 12.5 mm

	Spoljni zid	
1.	Završni sloj fasade (Demit fasada)	2 mm
2.	Lepak	3 mm
3.	Mrežica za fasadu	1 mm
4.	Ekspandirani polistiren (stiropor)	80 mm
5.	Lepak	3 mm
6.	OSB ploča	10 mm
7.	Drveni ram	100 mm
8.	Mineralna vuna	100 mm
9.	PVC folija 95 g/m ²	0,20 mm
10.	OSB ploča	10 mm
11.	Gips-kartonska ploča(vodootporna gips-kartonska ploča)	12,50 mm

Inside wall :

1. Plaster-cardboard board 12.5 mm
2. OSB 3 board min 10 mm
3. Wooden frame 80 mm (min 76 mm)
4. Mineral wool 100 mm (built in wooden frame)
5. OSB 3 board min. 9 mm or plaster-cardboard board (waterproof plaster-cardboard board) 12.5 mm
6. Plaster-cardboard board (waterproof plaster-cardboard board) 12.5 mm

	Unutrašnji zid	
1.	Gips-karton ploča	12,5 mm
2.	OSB ploča	10 mm
3.	Drveni ram	100 mm
4.	Mineralna vuna	80 mm
5.	OSB ploča	10 mm
6.	Gips-karton ploča (vlagootporna gips-karton ploča)	12,5 mm

Ceiling

- Plaster-cardboard board 12,5 mm
2. Wooden sub-construction by statistic calculation
 3. PVC foil 95 g/m²
 4. Lower belt of grided roof rack by statistic calculation
 5. Mineral wool 150 mm

	Plafon	
1.	Gips-karton ploča	12,5 mm
2.	Drvena podkonstrukcija	Prema statičkom proračunu
3.	PVC folija 95 g/m ²	0,15 mm
4.	Donji pojas rešetkastog krovnog nosača	Prema statičkom proračunu
5.	Mineralna vuna	150 mm

Floor construction

1. Laminate
1. Cement cover Min 30 mm
2. PVC foil
2. Extruded polystyrene (stirodur) 100 mm
3. Water insulation (bitumen lines)
4. Reinforced concrete slab 100 mm

5. Layer of gravel 100 mm

	Podna konstrukcija	
1.	Laminat	0,7 mm
2.	Cementna košuljica	40 mm
3.	PVC folija	0,15 mm
4.	Tvrdopresovani stiropor (stirodur)	100 mm
5.	Hidroizolacija (bitumenske trake)	4 mm

Floor construction in the bathroom

1. Ceramic floor tiles 10 mm
2. Flexible glue for floor tiles 10 mm
3. Water insulation (water insulation layer)
4. Cement cover min. 40 mm
5. PVC foil
6. Extruded polystyrene (stirodur) 50 mm
7. Water insulation (bitumen lines)
8. Reinforced concrete slab 100 mm
9. Layer of gravel 100 mm

	Podna konstrukcija u kupatilu	
1.	Keramičke pločice	10 mm
2.	Lepak	
3.	Hidroizolacija	
4.	Cementna košuljica (sloj za pad)	40 mm
5.	PVC folija	0,15 mm
6.	Tvrdopresovani stiropor (stirodur)	100 mm
7.	Hidroizolacija (bitumenske trake)	4 mm

BUILDING EQUIPMENT / OPREMA OBJEKTA

The prefabricated building you are obliged to offer is completely finished building ready for use. This implies that the building is equipped with all inside installations for water, sewerage and electricity, both high and low voltage.

The building should have minimum one chimney of 16cm², and one ventilation channel for kitchen space in case there is no possibility for natural ventilation. This chimney should be constructed from rigid material (ceramics), equipped with door for cleaning, connection inlet point and the end of the chimney should be well protected and finished with concrete cover head.

The roof cover is ceramic or concrete roof tiles, laid over roof batten 3x5 cm, counter batten 2x5 cm and wooden sheeting 2,4 cm thick. It is obligatory to put water-vapour semi conduct foil between sheeting and counter batten and insert it into gutter according to regulations. Counter batten should provide proper roof construction ventilation, so it is necessary to provide adequate number of ventilated tiles (according to tile manufacturer's recommendations). It is also necessary to provide roof construction's ventilation at least two grids on gable planes. Slope of the roof planes should be adjusted to the type of tiles.

The building should be equipped with PVC facade windows and doors, with 5 chambers cross section and double thermal insulation glass filled with argon 4+12+4mm. Minimal surface of facade carpentry should be 1/7 part of the floor in the room. The inside parapet wall should be protected with PVC plate, and the outside with thin sheet galvanized metal plate. The main entry door of the building should be also made from PVC material with security lock. Inside doors should be double plywood plated or executed as kraft-master door.

The floor finishing is laminate class 31, that is ceramic tiles of I class from domestic manufacturer (bathroom and kitchen floors). The bathroom walls should be covered, in full high, up to the ceilings, and in the kitchen tiles can be placed only in the zone between upper and lower kitchen elements. Walls that are not covered with ceramic tiles should be smoothed in two layers and coloured with white semi-dispersion. Outside walls should be executed with water-resistant facade done on acrylic or silicon base. Eaves below roof rack should be covered with fir decking of I class, or in Demit facade system through OSB3 plates 15 cm thick. Gable planes should be treated in the same manner as facade walls, through adequate subconstruction (beams and OSB3 plates) connected to roof rack.

If project documentations implies a stairway at the entrance, covering it with ceramic tiles should be included in the offer. Tiles must be made for outside use (resistant to frost and tearing).

Bathroom is to be equipped with sanitary elements (shower with shower booth, toilet and low built in toilet cistern, sink 50 cm wide, washing machine drain and water heater – 80l) and adequate sink and shower faucets by domestic or EU manufacturer.

The Kitchen should be equipped with water outlet, boiler beneath or above water source, of 10L (if the direct connection with the central electrical boiler in Bathroom not possible), waste water inlet and connection for dish-washer machine, as well as the sufficient number of electrical wall sockets.. From the kitchen elements you are obliged to deliver a single kitchen sink.

The whole inside network of electrical installations of high voltage should be performed in the best manner to satisfied very high criteria of safety standards for prefabricated buildings. This installation should be executed as three phase installation, except in case when differently demanded by the authorised electro-distribution company. The whole installation should be protected with FID switch of demanding power, and the bathroom circuit should be protected separately. All elements of the inside electrical network should be well grounded. The main connection box should be adjusted to the local regulations (aerial or underground power line supply cable). The main entrance door should be equipped with the door bell. The electrical installation and cross-section surface area of delivering cables should be enough for possible electrical heating/cooling of the prefabricated house.

The water installation should be executed with thermoplastic pipes of domestic producer. The installation of the sewerage system should be also executed with PVC pipes of domestic producer. Construct separate manhole for water (without water-meter) and sewerage.

The house should be equipped with gutter system and sufficient number of vertical lines, made by galvanized tin-sheet metal. Also all parts around chimney, roof edges, canopy should be made by galvanized tin-metal sheet.

Deadline for finishing the construction works is 31.12.2014.

Objekat koji ste dužni da ponudite jeste kompletno završen objekat i spreman za upotrebu. To podrazumeva da je objekat opremljen svim unutrašnjim instalacijama vodovoda i kanalizacije i elektro instalacijama jake i slabe struje.

Objekat treba da poseduje minimum jedan samostojeći torslojni (šamotne cevi, termo-izolacija, betonski blokovi) dimnjački kanal preseka $\varnothing 16$ cm i jedan kanal za ventilaciju kuhinjskog prostora ukoliko isti nema prirodnu ventilaciju. Dimnjak mora biti opremljen vratancima za čišćenje, priključkom za peć i propisno završen iznad krovne ravni sa betonskim elementom-kapom.

Krovni pokrivač objekta je keramički ili betonski crep postavljen preko letve 3x5 cm, kontra-letve 2x5 cm i daščane oplata debljine 2,4 cm. Obavezno postaviti parodifuznu foliju između oplata i kontra – letve i propisno je uvesti u oluk. Kontraletva treba da obezbedi nesmetanu ventilaciju krovnog pokrivača, pa je potrebno obezbediti i optimalan broj ventilirajućih crepova (u svemu prema preporukama proizvođača crepa). Takođe je potrebno obezbediti ventilaciju tavanskog prostora preko minimalno dve rešetke na kalkanskim ravnima. Nagib krovnih ravni prilagoditi vrsti crepa.

Objekat treba da poseduje PVC fasadnu stolariju, petokomornu zastakljenu dvostrukim termoizolacionim staklom punjenim argonom 4+12+4 mm. Minimalna površina fasadne stolarije

treba da bude 1/7 poda prostorije koju osvetljava. Unutrašnje parapete obložiti PVC daskom, a sa spoljne strane postaviti solbanke od pocinkovanog lima. Ulazna vrata u objekat su takođe od PVC-a sa sigurnosnom bravom i cilindrom. Dnevni boravak obavezno snabdeti jednim balkonskim vratima. Unutrašnja vrata ponuditi kao duplo šperovana ili u kraft-master izvedbi.

Podovi su obrađeni laminatnom oblogom u klasi 31, odnosno keramičkim pločicama I klase domaćeg proizvođača (podove kupatila i kuhinje). Zidove kupatila je potrebno obložiti keramikom u punoj visini prostorije, a na zidu u kuhinji se može izvesti u površini između donjih i gornjih kuhinjskih elemenata. Zidove koji nisu obrađeni keramičkim pločicama je potrebno izgletovati u dva sloja i obojiti belom poludisperzionom bojom. Spoljne fasadne zidove obraditi zaribanom vodoodbojnom fasadom na bazi akrilata ili silikona. Strehe ispod krovnih nosača opšiti čamovim brodskim podom I klase ili u sistemu Demit fasade preko OSB 3 ploče debljine 15 mm. Kalkanske površine obraditi u istom sistemu kao i fasadne zidove preko odgovarajuće potkonstrukcije (gređice i OSB ploče) vezane za krovne nosače.

Ako je projektnom dokumentacijom predviđeno da se na ulazu u kuću pojavljuje stepenište, oblaganje keramičkim pločicama uključiti u ponudu. Pločice moraju biti predviđene za spoljašnju upotrebu (otporne na mraz i habanje).

Kupatilo opremiti sanitarnim elementima (tuš kada sa kabinom, wc šolja i niskougradni kotlić, umivaonik min. 50 cm širine, odvod za veš mašinu i grejač za vodu – bojler od 80 l) i odgovarajućim baterijama za umivaonik i kadu domaćeg ili EU proizvođača. Sve elemente priključiti na odgovarajuću vodovodnu ili kanalizacionu mrežu. Kupatilo opremiti potrebnim brojem priključaka na elektro mrežu. Kuhinja se oprema priključkom na vodu, bojlerom za ugradnju ispod ili iznad točeca mesta zapremine 10L (ili direktnom vezom na centralnu kupatilski bojler), odvodom za sudoperu i sudo-mašinu, kao i potrebnim brojem elektro priključaka. Od opreme je potrebno isporučiti samo jednodelnu sudoperu.

Razvod elektro mreže visoke struje po objektu treba uraditi tako da zadovolji sve oštre kriterijume za instalaciju u montažnim objektima. Instalaciju uraditi kao trofaznu, ukoliko se to drugačije ne bude zahtevalo po dobijanju uslova od nadležne elektrodistribucije. Kompletnu instalaciju štititi FID sklopkom određene jačine, kupatilo štititi posebno. Sve elemente instalacija propisno uzemljiti. Priključak objekta na spoljnu elektro mrežu prilagoditi mesnim uslovima priključenja za datu elektrodistribuciju (podzemnim ili nadzemnim vodom). Ulazna vrata objekta opremiti zvoncem. Elektro instalacija i preseći pojedinih kablova moraju da zadovolje eventualnu upotrebu grejnih tela na električnu energiju za grejanje/hlađenje objekta. Od instalacija slabe struje predvideti najmanje jedno mesto za priključak aparata fiksne telefonije, i najmanje jedno mesto za priključak kablovske TV. Za vođenje kablova kroz zidove i plafone koristiti gibljava creva.

Vodovodnu instalaciju u objektu izvesti termoplastičnim cevima domaćeg proizvođača. Instalaciju kanalizacije u objektu takođe izvesti PVC cevima domaćeg proizvođača. Izgraditi poseban šaht za vodu (bez vode metara) i kanalizaciju.

Objekat opremiti olučnim sistemom sa dovoljnim brojem vertikalna, izrađenim od pocinkovanog lima. Sve potrebne opšivke krova (vetar-lajsna, uvodni lim), dimnjaka u druge predviđene tehničkom dokumentacijom uraditi takođe od pocinkovanog lima.

Krajnji rok za završetak radova je 31.12.2014.

VOLUME 4.3 / SVESKA 4.3.

FINANCIAL OFFER TEMPLATES / ŠABLONI FINANSIJSKE PONUDE

LUMP SUM CONTRACTS / PAUŠALNI UGOVORI

4.3.1 - Preamble / Uvod

4.3.2 –Summary / Rezime

4.3.1 Preamble / Uvod

1. GENERAL / OPŠTE

Payment of all items, will be made on a lump-sum basis in accordance with Article 50 of the General Conditions. The item descriptions given in the breakdown in no way limit the Contractor's obligations under the contract to provide all the works described elsewhere.

Plaćanje svih pozicija biće na osnovu paušalne sume u saglasnosti sa Članom 43 Uslova Ugovora. Opis pozicija dat u analizi ni u kom slučaju ne ograničava ugovorne obaveze Izvođača da obavi sve radove koji su na drugim mestima pomenuti.

All items must be priced in euro / Za sve pozicije se moraju dati cene u Eurima.

The tender price must not include taxes, customs and import duties that are levied in accordance with the Serbian laws and regulations on the production, manufacture, sale and transport of the Contractor's plant, machinery, materials and supplies to be used on or furnished under the contract.

Tenderska cena ne sme uključivati poreze, carine i uvezne dažbine koje se naplaćuju u skladu sa zakonom Republike Srbije na proizvodnju, prodaju i transport Izvođačevog inventara, mašinerije, materijala i zaliha, a koji će se koristiti ili obezbediti po ovomugovoru.

This information should be provided separately / Ovu informaciju treba dostaviti posebno.

Notwithstanding any limits which may be implied by the wording of individual items, the Contractor accepts that the amounts entered are works that are complete in every respect.

I pored bilo kakvih ograničenja koja mogu biti obuhvaćena formulisanjem individualnih pozicija, Izvođač prihvata da uneta suma predstavlja kompletne radove u svakom pogledu.

It will be deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of this contract and to have priced the items herein accordingly. The amount must therefore include for all incidental and contingent expenses and risks of every kind necessary to construct, complete and maintain the whole of the works in accordance with the contract. Unless separate items are provided in the breakdown, rates and sums include all costs involved in the various items in the breakdown.

Smatraće se da je Izvođač uzeo u obzir celokupnu procenu svih zahteva i obaveza, bilo da su izraženi ili se podrazumevaju, pokrivenih svim delovima ovog ugovora i da je shodno tome procenio cenu svake pozicije. Prema tome, iznos mora uključiti sve sporedne i pripadajuće troškove i rizike bilo koje vrste neophodne da bi se izgradio, završio i održavao komplet radova u skladu sa ugovorom. Ukoliko se posebne pozicije ne nalaze u analizi, stope i sume uključuju sve troškove angažovane u različitim pozicijama analize.

The amounts entered by the Contractor against all items in the breakdown must accurately reflect the cost of carrying out the work described in the contract. All costs, commissions and other charges (unless separately itemised) applicable to the contract as a whole must be spread across all amounts in the breakdown, whereas those applicable to specific sections of the contract are to be spread only over the items to which those sections refer.

Iznosi koje je Izvođač uneo za sve pozicije u analizi moraju tačno prikazati trošak izvođenja radova opisanih u ugovoru. Svi troškovi, dažbine i opterećenja (ukoliko nisu pojedinačno navedeni po pozicijama) primenjivi na ugovor kao celinu, moraju biti raspodeljeni na sve iznose u predračunu, dok oni koji su primenjivi na pojedinačne delove ugovora treba da budu raspodeljeni samo na one pozicije u predračunu na koje se odnose.

The amounts entered in this schedule will be used for calculating payments and interim payments and for valuing variations.

Iznosi uneti u ovaj pregled biće korišćeni za izračunavanje plaćanja i iznosa Privremenih situacija kao i za vrednovanje odstupanja.

VOLUME 4.3.2 – RECAPITULATION / REKAPITULACIJA

Description / Opis	Amount / Iznos RSD
Total of lump-sum price / Ukupna paušalna cena	
TOTAL PRICE / UKUPNA CENA	

All prices in this offer are without VAT Sve cene date ovom Ponudom su cene bez obračunatog PDVa.
Prices are fixed (RSD) and change in prices are not allowed. Cene su fiksne (RSD) i ne podležu nikakvoj
promeni.

Time for execution and finalization of 2 prefabricated house (calendar day)
Vreme za izvođenje i završetak 2 montažna objekta (kalendarskih dana)

(Count total time from giving the order for preparation final design project, preparation and execution of
part of the building in the factory, transport, montage/installation, final construction work and preparation
building for technical acceptance.)

(Računati ukupno vreme od davanja naloga za izradu Glavnog projekta, pripremu, izradu delova objekata u
fabric, transport, montažu, završne radove i pripremu za tehnički prijem)

RESPONSIBLE TENDERER / ODGOVORNI PONUĐAČ

Date and place / Datum i mesto