

LETTER OF INVITATION TO TENDER
POZIV ZA UČESTVOVANJE NA TENDERU

Gradska opština Mladenovac, 15.9.2014.

Our ref / broj tendera.: 03.05.404-19/2014

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

SECTION 4 : QUESTIONNAIRE
ODLOMAK 4: UPITNIK

Additional notice to tenderers / Dodatno obaveštenje ponuđačima

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

Power of attorney / PunomoćjeForm 4.3

Financial statement / Finsnsijska 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 / MehanizacijaForm 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
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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 / PROJEKTNNA 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 03.05.404-19/2014

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	22.9.2014.	10:00h
Deadline for request for any additional information from the Contracting Authority/ Rok za traženje bilo kakvih dodatnih informacija od Ugovarača	25.9.2014. (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	3.10.2014. (11 dana pre roka za predaju ponude)	15:30h
Deadline for submission of tenders / Rok za predaju tendera	15.10.2014.	11:00 h
Tender opening session /Seansa otvaranja tendera	15.10.2014.	11:15 h
Notification of award to the successful tenderer / Obaveštenje o nameri sklapanja ugovora sa uspešnim ponuđačem	17.10.2014. (max. 90 dana od isteka roka za predaju tendera) ³	-
Signature of the contract / Potpisivanje ugovora	22.10.2014. (najviše 150 dana od isteka roka za predaju tendera) 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 sprovesti 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% of 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 členu 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.

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.

- 6.2. A clarification meeting and/or a site visit will be held by the Contracting Authority 22.9.2014.godine u 10:00h, City Municipality of Mladenovac. [Date, time and place, see point 13 of the procurement notice].
Sastanak za pružanje dodatnih obaveštenja i terenska poseta biće održan 22.9.2014.godine u 10:00h, Gradska opština Mladenovac.

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:

Gradska opština Mladenovac
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 Ponudača. 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 Ponudača, 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 (obrasci 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);

Ponudač 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. Naročito, 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 historijom Ponuđača 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 primenjivim 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 cellinu.

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 tenderer rely in majority on the capacities of other entities or when they rely on key criteria. If the tenderer 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 Ponudač 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 ponudač 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 Ponudača 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. Ponudač može da odbije da se povinuje ovakvom zahtevu bez gubitka svoje tenderske garancije. Ukoliko se Ponudač 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.
Ponudač 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. The tenderer must provide, as a part of its tender, a tender guarantee in the form set out in Volume 1, Section 3 of the tender dossier, or in another form acceptable to the Contracting Authority and meeting the essential requirements set out therein. The tender guarantee must be for an amount of **<amount indicated in the procurement notice>**. The original guarantee must be included in the original tender.

Ponudač mora obezbediti, kao deo svoje ponude, tendersku garanciju u obliku datom u Svesci 1, Odlomak 3 tenderske dokumentacije, ili u nekom drugom obliku prihvatljivom Ugovaraču, i ispuniti osnovne uslove koji su tu postavljeni. Tenderska garancija mora biti u vrednosti od 3.000 RSD . Original garancije mora biti dostavljen zajedno sa ponudom.

- 15.2. It may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a guarantee provided by an insurance and/or guarantee company or an irrevocable letter of credit made out to the Contracting Authority.

Mora biti obezbeđena u formi bankarske garancije.

- 15.3. The tender guarantee must remain valid for 45 days beyond the period of validity of the tender, including any extensions, and be issued to the Contracting Authority for the requisite amount.

Tenderska garancija mora bit validna najmanje 45 dana po isteku roka važenja ponude (dakle 135 dana), uključujući sva produženja, i biti izdata Ugovaraču na traženi iznos.

- 15.4. The tender guarantees of unsuccessful tenderers will be returned together with the information letter that the tenderer has been unsuccessful.

Tenderske garancije ponuđača koji ne budu odabrani biće vraćene zajedno sa obaveštenjem ponuđaču o rezultatima evaluacije ponuda.

- 15.5. The tender guarantee of the successful tenderer shall be released when the tenderer has signed the contract and provided the requisite performance guarantee.]

Tenderska garancija Ponuđača koji bude odabran biće oslobođen kada Ponudač potpisie ugovor i obezbedi zahtevanu izvršnu garanciju.

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" and 1 copies, also clearly marked "copy". In the event of any discrepancy between them the original will prevail.

Kompletna ponuda treba da bude podneta u jednom original, jasno obeležen kao "original" i jednoj kopiji, označena kao "kopija". U slučaju nekog neslaganja između njih, original će biti uzet u obzir.

- 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 31.07.2014. 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 15.10.2014.

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

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

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:

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

- 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 bit 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 ponudeni 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 provjere 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 preovlađujuća.
- 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 predstavljati 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, Ugovaraće obavestiti Ponuđače. Ukoliko se tenderska procedura otkaže 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 sprovedu 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 sprovedu 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.
Izvođačće 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 financiranih 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.

Ponudači 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: 03.05.404-19/2014

Name of contract / Naziv ugovora:

**Supply and installation of prefabricated houses in City Municipality of Mladenovac
Nabavka i montaža montažnih objekata u Gradskoj 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	Nationality³/ 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 "vođećeg učesnika" (a sve ostale linije u tom slučaju treba obrisati/precertati)

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 **03.05.404-19/2014** of **15.9.2014**. 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. **03.05.404-19/2014** od **15.9.2014**. 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~ 49m2	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 98m2 [.....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. Obavezuje 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 : 03.05.404-19/2014

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 ponuđenog 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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PONUĐAČIMA**

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GENERALNE INFORMACIJE O POMUĐAČU**
- FORM 4.2 ORGANISATION CHART / ORGANIZACIONA ŠEMA**
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- FORM 4.4 FINANCIAL STATEMENT / FINANSIJSKA IZJAVA**
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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.
Ponudač 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 / ORGANIZACIONA 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**

<u>NOSILAC RAČUNA</u>			
IME	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADRESA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MESTO/GRAD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
POŠTANSKI BROJ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KONTAKT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TELEFON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FAX	<input type="checkbox"/>	E-MAIL	<input type="checkbox"/>
PIB BROJ	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<u>BANKA</u>			
IME	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ADRESA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MESTO/GRAD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
POŠTANSKI BROJ	<input type="checkbox"/>	ZEMLJA	<input type="checkbox"/>
BANKOVNI RAČUN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IBAN (opcija)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NAPOMENA:

<u>PEČAT BANKE+POTPIS OVLAŠĆENOG LICA BANKE (oboje je obavezujuće)</u>

<u>DATUM + POTPIS NOSIOCA RAČUNA: (obavezujuće)</u>
--



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT

http://ec.europa.eu/budget/execution/ftiers_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"/>

BANK	
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 PONUDAČA

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 / Mehaničari	.....
- 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 / Mehaničari	.....
- 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 /Nacionalnst:
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) Datum:od od (mesec/godina) do (mesec/godina)</i>	<i>Name and brief description of the project Naziv i kratak opis projekta</i>

14. Professional experience / Profesionalno iskustvo:		
<i>Date: from (month/year) to (month/year)</i> <i>Datum Od (meseć/godina) do (meseć/godina)</i>		
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 Upotrebná dozvola izdata Da/Ne
<i>A) In home country</i> <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 Upotrebnna dozvola izdata Da/Ne
<i>B) Abroad 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.

Ponuđači 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 Ponuđača)

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 03.05.404-19/2014
------------------------	---	-------------------------------	---------------------------------------

Tender envelope number	Tenderer's name	Nationality of tenderer (consortium) ⁸ eligible? (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 in tender dossier? (Yes/No/Not applicable)	Overall decision? (Accept/Reject)
1									
2									
3									
4									
5									

Chairperson's name	
Chairperson's signature	

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

Date	
-------------	--

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 evaluation committee.

Contract title:	Supply and installation of prefabricated houses in City Municipality of Mladenovac	Publication reference:	Broj tendera 03.05.404-19/2014
------------------------	---	-------------------------------	---------------------------------------

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)	Observations

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**

**Gradska opština Mladenovac
Ul. Janka Katića 6
11400 Mladenovac
Tel: 011/8241-600
Fax: 011/8230-145
e-mail:**

("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 taxes RSD

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:

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:

**Gradska opština Mladenovac,
Ul. Janka Katića 6,
11400 Mladenovac,
Tel: 011/8241-600,
Fax: 011/8230-145,
e-mail:**

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 odođen.

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 sljedećem 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 kKomunikaciju 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 lokalnih 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

Nepromenjiva 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 plaćeno 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 isplaćeno.

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 prihvaćanje 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 □system 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 priložima_ 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 nedostatake 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 p rivremeno 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 03.05.404-19/2014

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 03.05.404-19/2014

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 GRADA- 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 Grada-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 planed 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 accomodation of the man power for work execution and food, secure the storage for building material, tools and mehanization needed for works execution, covering all outcoming costs.

To cover all the cost of electricity and water consupcion 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 planed building.

After completion of the fundation, The Contractor's obligation is to finace 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 exceptance 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 vodomera), 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

ARCHITECTUAL CONCEPT OF PREFABRICATED BUILDINGS ARHITEKTONSKO REŠENJE BUDUĆIH MONTAŽNIH OBJEKATA

On targeted locations, the following buildings should be built:

2 single houses size 49 m² of net surface

HOUSES should be consisted of two units each with covered entrance, the corridor, living room and kitchen, bedroom (one or two) and bathroom.

Na datim lokacijama (ukupno 2) treba izvršiti podizanje montažnih objekata neto stambene površine od oko 49 m²

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 spoljašnje 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

1. 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.	Tvrdepresovani 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.	Tvrdepresovani 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 sheathing 2,4 cm thick. It is obligatory to put water-vapour semi conduct foil between sheathing 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 be 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.

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 izgleтовati 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 točecjeg 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.

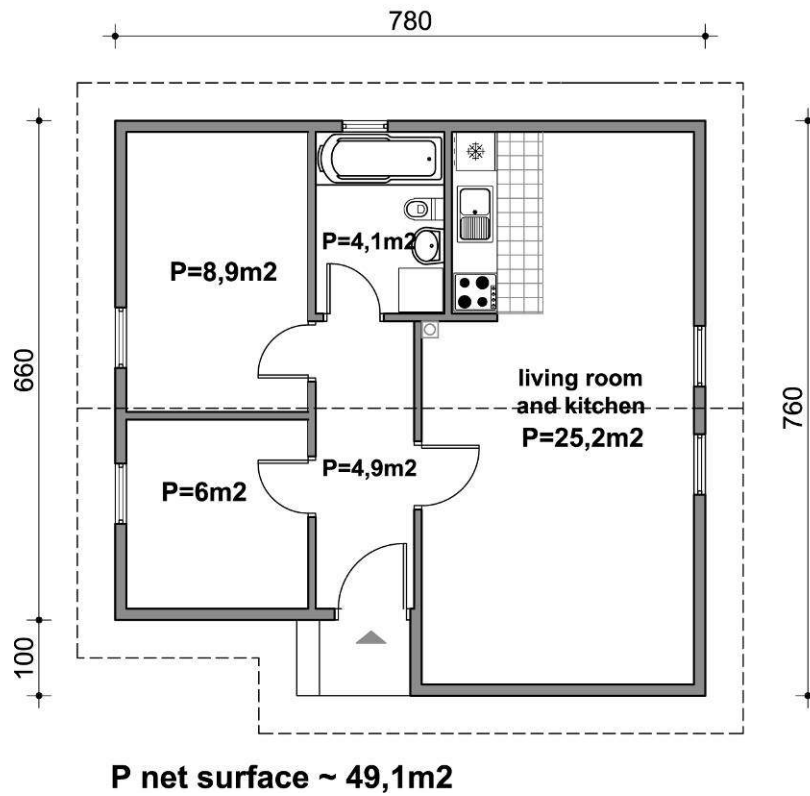
Razvod elektro mreže visoke struje po objektu treba uraditi tako da zadovolji sve oštre kriterijume za instalaciju u montažnim objektima. Instalaciju uraditi kao trofaznu, ukoliko se to drugačije ne bude zahtevalo po dobijanju uslova od nadležne elektrodistribucije. Kompletnu instalaciju štititi FID 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 gibljiva 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.

In addition to this technical specification there is also preliminary design for every type of house
Pored ove tehničke specifikacije postoji idejni projekat za svaki tip kuće:

TYPE OF HOUSE 2



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 primenljivi 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