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**TENDER DOCUMENTS
for the procurement of services**

**Elaboration of the Major/Design Project and execution of works on
adaptation of the premises at the address 7, Dering Street, W1S 1AE, London
No 258-28 /2019**

London, November 2019

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1. GENERAL INFORMATION ON THE PROCUREMENT

1.1 Name, address and website of the Contracting Authority

Embassy of the Republic of Serbia in London
28 Belgrave Square, London, SW1X 8QB, United Kingdom
Telephone: +44 207 235 9049 Fax: + 44 207 235 7092;
E-mail: embassy.london@mfa.rs
Website: www.london.mfa.gov.rs

1.2 Note on conducting the procurement procedure of high-value work

The present procurement procedure of low-value work is carried out pursuant to the Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013, Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No. 716-2/GS of 3 July 2013 and the Decision on Commencement of the procurement procedure of high-value work No. 258-26/2019 of 17/11/2019.

1.3 Subject of procurement

The subject of the procurement is the elaboration of the Major/Design Project (based on Architecture design concept) – First stage and execution of works on adaptation of the premises at the address 7 Dering Street, London W1S 1AE, United Kingdom, - Second stage, in order to determine the purpose of the premises being the Cultural Centre of the Republic of Serbia in London.

The subject of the procurement is more specifically defined in Part 4 Technical specifications.

1.4 Note on carrying out the procedure in order to conclude the procurement contract

The present procedure is carried out in order to conclude the procurement contract. The contract shall be concluded with the Bidder to whom the Contracting Authority decides to award the contract, based on “the lowest-price” criterion.

1.5 The decision on awarding the contract shall be made within five days from the date of bid opening. The Contracting Authority reserves all rights regarding the decision to award the contract to the most favourable Bidder. The decision cannot be the subject of a dispute and the proceedings before the judicial authorities of the receiving country.

1.6 The deadline for submitting a bid is 12 /12 / 2019 until 12 am

2. INSTRUCTIONS FOR BIDDERS ON HOW TO PREPARE THE BID

2.1 Language of the bid

The bid shall be drawn up in Serbian or English.

2.2 Special requirements of the Contracting Authority concerning the form of the bid

Forms and declarations required for tender documents, or the information that must constitute an integral part thereof, shall be completed by the Bidder clearly so as to enable identification of the real content of the bid, which shall be signed and the official seal affixed by the person authorized by the Bidder.

The bid has to be clear and unambiguous.

The Bidder shall deliver the bid in writing.

The bid shall be prepared by the Bidder by filling in the required information in the forms that constitute an integral part of the Tender documents.

If the bid contains corrections, they shall be initialled by the Bidder. The bid shall be clear and unambiguous, accompanied by all annexes forming an integral part of the documentation.

It is advisable that all bidding documents be tied up together with a tape and sealed in order to prevent subsequent insertion, removal or replacement of individual sheets of paper or annexes without causing visible damage to the sheets or the seal.

2.3 Bids with variations are not allowed

All Bidders shall submit bids for procurement in whole, and bids with variations shall not be allowed.

The Contracting Authority reserves the right to withdraw from the selection process:

- if it is determined that none of the bids fulfil the requirements of the tender documents;
- if the amount of available funds is changed by the revision of the budget plan;
- due to Force Majeure or other valid reasons.

2.4 Requirements to be met by the Bidder

The bid shall be considered correct and complete, if a Bidder submits the prof specified in part 3 of the Tender Documents, completed Bidding Forms and statements from part 5 of the Tender Documents, completed Model Contract (part 6 of the Tender Documents).

2.5 Site of performance of the works, the tour of the building, additional information and explanations

The works will be carried out on the building of the Cultural Centre of the Republic of Serbia in London, at the address 7 Dering Street, W1S 1AE, London, United Kingdom.

In order to get acquainted in more detail with the subject of the procurement, works and overall works to be undertaken, it is advisable that an authorized person of a potential Bidder visit the site before submitting a bid, subject to prior notification, by telephone, to the Embassy of the Republic of Serbia in London at + 44 207 235 9049 or e-mail: embassy.london@mfa.rs

An interested person may request additional information or clarification by e-mail to: embassy.london@mfa.rs, regarding bid preparation, not later than three (3) days before the deadline for submission of bids. The Contracting Authority shall, within two (2) days of receipt of the request, send a reply in writing and at the same time publish the information on its website.

Requesting additional information and clarification by telephone is not allowed

2.6 The manner of bid submission

The Bidder may submit a bid independently, with a subcontractor or as a Bidder group (joint bid).

The Bidder who has submitted an independent bid cannot simultaneously participate in joint bidding or as a subcontractor and vice versa. The Bidder shall state in the bidding form the manner of bid submission, i.e. whether the bid is submitted independently, or as a joint bid or as a bid with a subcontractor.

- **Bid with a subcontractor**

If the Bidder submits a bid with a subcontractor, the Bidder shall indicate in the bid that the procurement shall be partially entrusted to a subcontractor and quote the percentage of the total procurement value to be entrusted to the subcontractor, indicating which part of the subject of procurement will be executed through the subcontractor.

The total value of procurement the Bidder has entrusted to the subcontractor shall not exceed 50%.

The Bidder shall submit evidence that the subcontractors meet the requirements listed in the Instructions to prove the fulfilment of the requirements.

The Bidder shall grant the Contracting Authority, at his request, access to the subcontractor in order to determine whether the requirements have been met.

- **Bid submitted by a Bidder group (joint bid)**

An integral part of such joint bid shall be an agreement whereby the above Bidders mutually agree and with the Contracting Authority to execute the procurement. That agreement will have to contain the information on:

- 1) the member of the Bidder group who shall be the main contractor, i.e. who will submit the bid and represent the said Bidder group before the Contracting Authority;
- 2) the Bidder who will sign the contract on behalf of the Bidder group;
- 3) the Bidder who will provide a collateral on behalf of the Bidder group;
- 4) the Bidder who will issue a bill;
- 5) the account into which the payment will be made;
- 6) the responsibilities of each Bidder from the Bidder group for the contract

execution.

A Bidder group shall submit all required evidence listed in the Instructions to prove that the requirements have been met.

2.7 Confidential information in the bid

Each page of the bid containing information confidential for the Bidder shall be marked as “CLASSIFIED” in the upper right corner.

Proofs of the fulfilment of the requirements, the rates and other information contained in the bid relevant to the application of criteria and ranking of the bid shall not be considered confidential.

The Contracting Authority shall keep as confidential all information on Bidders contained in the bid, specified as confidential by special regulations as well as designated as such by the Bidder in the bid.

The Contracting Authority shall not disclose information which would imply breach of the confidentiality of information contained in the bid.

All names of interested persons, Bidders and the information on the submitted bids until the date of opening of bids shall be treated as a business secret by the Contracting Authority.

2.8 Rights of the Bidders upon opening the bid

The Contracting Authority may request additional clarification, control and authorized corrections from the Bidder upon submission of the bid and perform control with the Bidder.

2.9 Requirements concerning manner and conditions of payment

A) First stage - Elaboration of the Major/Design Project

- advance payment, but not more than 40% of the agreed fee for the First stage, within 15 days from the delivery of the preliminary advance payment estimate, and following the submission of a bank guarantee of advance payment refund (if the bidder requires an advance payment);
- remaining portion of the agreed fee within 15 to 45 days from the date of handover.

B) Second stage - Performing the adaptation work

- advance payment, but not more than 40% of the agreed fee for the Second stage, within 15 days from the delivery of the preliminary advance payment estimate, and following the submission of a bank guarantee of advance payment refund (if the bidder requires an advance payment);
- remaining portion of the agreed fee successively, within 15 to 45 days from the date of receipt of temporary bill and handover. The calculation and payment for the works carried out shall be made on the basis of measures and quantities determined and written in a log book, signed both by the bidder and the supervisory body and contracted fees from the bid.

Payments shall be made into the bank account held by the selected Bidder.

The Contracting Authority shall reserve the right to adjust the schedule of payments to the execution capacities of the State Budget of the Republic of Serbia.

2.10 Means of financial security

The Bidder shall submit:

A) for the First stage - Elaboration of the Major/Design Project

- **Bank guarantee for advance payment refund** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the contract, which will include the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for advance payment refund shall be in the amount of paid advance payment with VAT with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the contract, the Bidder shall extend the validity period of the bank guarantee for advance payment refund. The Contracting Authority shall cash in on the bank guarantee for advance payment refund if the Bidder does not justify the advance payment received within the deadlines and in the manner set forth in the contract. **(This bank guarantee shall be submitted only in case the Bidder requested an advance payment).**

B) for the Second stage - Performing the adaptation work

- **Bank guarantee for advance payment refund** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the contract, which will include the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for advance payment refund shall be in the amount of paid advance payment with VAT with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the contract, the Bidder shall extend the validity period of the bank guarantee for advance payment refund. The Contracting Authority shall cash in on the bank guarantee for advance payment refund if the Bidder does not justify the advance payment received within the deadlines and in the manner set forth in the contract. **(This bank guarantee shall be submitted only in case the Bidder requested an advance payment).**
- **Bank guarantee for good performance** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the contract, which will contain the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for good performance shall be in the amount of 10% of the bid value excluding VAT, with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the contract, the Contractor shall extend the validity period of the bank guarantee for good performance. The Contracting Authority shall cash in on the bank guarantee for good performance if the Bidder fails to fulfil the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.
- **Bank guarantee against defects within the warranty period** (or other financial collateral issued for the required purposes), at the time of the procured works delivery, containing the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. Bank guarantee against defects within the warranty period shall be in the amount of 10% of the contract value excluding VAT, with a validity period exceeding the warranty by 5 days. The Contracting Authority shall cash in on the bank guarantee within the warranty period if the Contractor fails to fulfil the warranty obligations within the agreed

deadlines and in the manner stipulated by the contract. If the Bidder fails to deliver the bank guarantee within the requested period, the Contracting Authority shall cash in the bank guarantee against good performance.

The Bidder is also obliged to submit:

- **Professional liability insurance policy for all adverse events.** (for the First stage)
- **Insurance policy for works, workers, equipment and materials and liability insurance for damage caused to third parties and third party property for the entire duration of the works, i.e. until delivery of the premises to the Contracting Authority.** (for the Second stage)

*Note: If the above-mentioned means of security do not exist in the country where the Bidder has the seat, the Bidder shall declare in writing to that effect, along with listing the security means issued for such purposes in accordance with the regulations of the country where the Bidder has the seat. The Bidder shall deliver these means of security.

2.11 Warranty period

General warranty period refers to the accuracy and quality of the works and **must be at least 2 (two) years.**

The faults observed in the warranty period, the Bidder shall be obliged to remove free of charge and in the shortest possible time.

Should the Bidder fail to provide the required guarantee period (as defined in paragraphs under this sub-title) the bid shall be rejected.

2.12 Bid's validity period

The bid shall be valid for at least sixty (60) days from the day of bid opening. If the Bidder has indicated a shorter period, the bid shall be deemed unacceptable.

2.13 Delivery deadline for the works

Delivery deadline for all works that are the subject of the present procurement shall not be longer than:

- 40 calendar days - for the First stage
- 120 calendar days - for the Second stage

i.e. 160 calendar days from the date of the beginning of works. The date of the beginning of works is the day after the date the City Councils's Buiding Permission is obtained.

It shall be understood that the Bidder collected all information about the condition of the building, and therefore shall not be entitled to request any reimbursement on account of not being aware of the conditions and construction deadlines.

2.14 Reasons for rejecting a bid

Only properly and timely submitted bids which fulfil all the requirements set forth in the tender documents shall be considered.

Incomplete bids shall not be considered any further and shall be rejected.

Any untimely submitted bids will not be considered. They will be returned to the bidders unopened.

2.15 Best bid awarding criterion

Decision on awarding the contract on the procurement of works shall be made by applying the lowest offered rate criterion, upon the fulfilment of all the requirements and terms and conditions of the Contracting Authority, specified in the Tender Documents.

2.16 Possibility of negotiating upon opening the bid

The Contracting Authority may, upon opening and ranking the bids, carry out the negotiation process with the bidders who fulfilled the conditions, in case all bids exceed the estimated value of the works.

The negotiation subject will be the price. The negotiation process may be carried out in several rounds, the negotiation minutes being made.

The decision on the Bidder is an exclusive right of the Embassy of the Republic of Serbia in London. The decision cannot be recalled.

2.17 Currency and manner of stating and expressing rates in the bid

The prices contained in the Tender Documents and rates in the bid shall be expressed in pound sterling (GBP) excluded VAT and included VAT.

The rate in the bid includes: costs of the elaboration of the Major/Design Project and costs of executing the works on adaptation according to the Project and all other dependent costs necessary for the realization of the subject of the contract.

The Contracting Authority shall not bear travel and accommodation costs of the Bidder whose seat is outside London, made for the purpose of visiting the property during the realization of the subject of the contract.

The rate shall be fixed and non-negotiable.

2.18 Amendments to the tender documents

If the Bidder amends the Tender Documents within the bid submitting period, the Contracting Authority shall immediately and free of charge publish these amendments on its web page.

All amendments shall constitute an integral part of the Tender Documents.

2.19 Data correction

If the Bidder makes a mistake in submitting the information in the Tender Documents, he shall be obliged to correct it, to fill it in properly, to have it signed by the person authorized by the Bidder.

2.20 Suspension of the procurement procedure

The Contracting Authority reserves the right to suspend the procurement procedure on the basis of objective and verifiable reasons which could not have been foreseen at the time of the commencement of the procedure and which obstruct the completion of the ongoing procedure, or on account of which the Contracting Authority is no longer in need of procurement of goods and services, for which the procedure will not be repeated within the same budget year.

2.21 Execution of works according to turnkey system

Upon being introduced with the work, the chosen Bidder will start to perform the Major/ Design Project and afterwards, execute the works according to this project, on adaptation of the premises of the Cultural Centre of the Republic of Serbia, at the address 7 Dering Street, London W1S 1AE, as follows:

The selected Bidder shall, at no extra cost to the Contracting Authority, perform all the preparatory, construction, craft, finishing and other works, which are not specified separately, but are necessary for the completion and ensuring the functionality of the building, excluding refurbishment works such as supply and installation of the furniture, built-in furniture, lightings and mobile wall partitions.

The Contracting Authority is obliged to provide Building Control at his own expense.

The selected Bidder is obliged to provide such professional and high-quality performance ensuring that the Contracting Authority will be granted all necessary completion certificates for the performed works on the building.

The Contracting Authority is obliged to provide the Party wall process at his own expense.

The selected Bidder shall duly fulfil the requirements regarding the subject of the procurement in accordance with the contract on procurement, technical and other contract documents

The selected Bidder shall duly fulfil the requirements regarding the subject of the procurement in accordance with Construction Design and Management Regulations 2015 (as Principal Designer and Principal Contractor).

The Contracting Authority is obliged to provide at his own expense, if necessary, all new Utility connections.

The selected Bidder is obliged to, if there are inevitable changes during the execution of the works, bring them into the project – As-Built Drawings.

The selected Bidder shall provide overall oversight of subcontractors (if performing the works with subcontractors), manpower, materials, construction and assembly plants, equipment, etc., required on a temporary or permanent basis for fulfilment and/or completion of the execution of the said procurement as long as it is necessary or arises from the contract documents.

The selected Bidder is obliged to keep on site an accurate account and maintain all contractual and construction documents.

The selected Bidder shall keep designs, drawings, specifications and construction documents on site to ensure their availability at all times to the Supervisor and/or any person authorized by the Contracting Authority in writing.

The selected Bidder may, with the consent of the Contracting Authority, at no extra cost to the Contracting Authority, perform works at night, on Sundays and/or holidays.

The selected Bidder shall, at no extra cost to the Contracting Authority, get approval from City authorities for scaffolding (or parking place rent, if necessary).

The Contracting Authority shall engage a supervisory authority to carry out professional supervision of the works in accordance with the law.

2.22 Changes during the term of the contract

The Contracting Authority may, upon the conclusion of the contract on public procurement, increase the procurement up to 5% of the total value of the contract concluded, if there are justified reasons for that.

2.23 Security checks

The Contractor is obliged, after signing the Contract, within eight days, to notify the names of persons involved in the works who will perform the works in question, as well as provide information on vehicles to be used, for security checks by the competent authority of the Ministry of Internal Affairs of the Republic of Serbia.

2.24 Work schedule with deadlines

The selected Bidder is obliged to submit to the Contracting Authority, individually or with other members of the Bidder group, within 8 days starting from the day of signing the contract, the Work Schedule Plan for execution of works, defining the dynamics and deadlines for execution of works by types and positions, all in compliance with the offered time-scale. The Work Schedule and Deadlines Plan must be properly and accurately made and signed.

2.25 Signing of the contract

The selected Bidder, upon receipt of the Contract Award Decision, will be invited to enter into the conclusion of the contract.

If the selected bidder does not respond to the contracting authority's call for conclusion of the contract, the contracting authority may conclude a contract with the first next best bidder.

3. REQUIREMENTS FOR PARTICIPATING IN THE PROCUREMENT PROCEDURE AND INSTRUCTIONS ON HOW TO PROVE THE FULFILLMENT OF THE REQUIREMENTS

3.1 Requirements and instructions on how to prove the fulfilment of these requirements

The Bidder shall prove in the procurement procedure:

- 1) **Requirement:** that the Bidder is registered with the competent authority, i.e. entered in the relevant register or registered in a court of law of a country where the Bidder's seat is located.

Evidence: Excerpt from the register of the competent authority, or excerpt from the register of the competent court of the country where the Bidder's seat is located.

Note: If the bid is submitted by a Bidder group, submit evidence for each member in the group. In case the Bidder is bidding with a subcontractor, such evidence shall also be submitted for the subcontractor (if there is more than one, then for each subcontractor).

- 2) **Requirement:** that the Bidder has not been prohibited from performing professional work at the time of publishing the invitation to bid.

Evidence: Certificate from the competent authority or the competent court of the country where the Bidder's seat is located or other evidence in accordance with the regulations of the country where the Bidder's seat is located.

Note: If the bid is submitted by a Bidder group, submit evidence for each member in the group. In case the Bidder is bidding with a subcontractor, such evidence shall also be submitted for the subcontractor (if there is more than one, then for each subcontractor).

- 3) **Requirement:** that the Bidder has paid due taxes, contributions and other public levies in accordance with the regulations of the country where the Bidder's seat is located.

Evidence: Certificate from the competent authority or the competent court of the country where the Bidder's seat is located or other evidence in accordance with the regulations of the country where the Bidder's seat is located.

Note: If the bid is submitted by a Bidder group, submit evidence for each member in the group. In case the Bidder is bidding with a subcontractor, such evidence shall also be submitted for the subcontractor (if there is more than one, then for each subcontractor).

- 4) **Requirement 4.1:** that the Bidder has generated business income in the last three financial years (2016, 2017, 2018) in the minimum total value of (three times the estimated value of the procurement)

Evidence: Financial statements for the last three financial years - Balance Sheet and Income Statement (Annex 5.4 in Part 5 of the Tender Documents)

Requirement 4.2: That during the previous three years from the publication of the invitation to bid, the Bidder has performed works on the reconstruction and/or adaptation and/or construction and/or upgrade with the value of at least GBP 1,000,000.00 not including VAT, of which at least one object is under protection.

Evidence: List of reference contracting authorities or contracts (form 5.5 in Part 5 of the Tender Documents).

Requirement 4.3: That during the previous three years from the publication of the invitation to bid they have performed the service of designing the reconstruction and/or adaptation and/or construction and/or upgrade with the minimum value of triple the amount of the fee offered for elaboration of the design that is the subject of this procurement, in GBP excluding the VAT.

Evidence: List of reference contracting authorities or contracts (form 5.6 in Part 5 of the Tender Documents).

*The Contracting Authority reserves the right to inspect, if needed, the contracts that the Bidder listed in forms 5.5 and 6.6 in the Part 5 of the Tender documents.

Note: In case the bid is submitted by a Bidder group, this requirement is to be fulfilled by the Bidder group together, and the required evidence must be provided for the group members who meet the requirement.

In case the bidder is bidding with a subcontractor, they must meet this requirement together, and the required evidence must also be provided for the subcontractor.

Requirement 4.4: To have the necessary number of qualified staff to be responsible for executing the subject contract.

Minimum key technical staff:

- degree in architectural engineering – design licence holder – number of persons 1
- degree in civil engineering – design licence holder – number of persons 1
- degree in civil engineering, hydro engineering department – design licence holder – number of persons 1
- degree in electrical engineering (energetics) – design licence holder – number of persons 1
- degree in electrical engineering (telecommunications networks and systems) – design licence holder – number of persons 1
- degree in mechanical engineering (thermotechnics, thermoenergetics, process and gas technology) – design licence holder – number of persons 1

- degree in architectural engineering – holder of the licence to perform works – number of persons 1
- degree in civil engineering – holder of the licence to perform works – number of persons 1
- degree in civil engineering, hydro engineering department – holder of the licence to perform works – number of persons 1
- degree in electrical engineering (energetics) – holder of the licence to perform works – number of persons 1
- degree in electrical engineering (telecommunications networks and systems) – holder of the licence to perform works – number of persons 1
- degree in mechanical engineering (thermotechnics, thermoenergetics, process and gas technology) – holder of the licence to perform works – number of persons 1

Note: One person can hold more than one licence

Evidence: The Bidder must provide evidence that it meets the required staff capacity requirement, in accordance with the regulations of the country in which it is established.

Requirement 4.5: To have at its disposal (by owning, renting, leasing) the equipment for executing the subject works.

Minimum required equipment that the Bidder must have:

No.	Name of equipment	Unit of measure	Quantity
1	Cantilever crane	pcs.	2
2	Light commercial vehicle	pcs.	1
3	Façade scaffolding with minimum surface area	m ²	(façade surface area)

Evidence: If the bidder owns the equipment, an inventory list of fixed assets must be provided for all the stated equipment.

For equipment under number 1, a report on proper functioning should also be provided.

If the bidder is renting the equipment, it is required to provide copies of the rent contract and a copy of the renter's inventory list.

If the bidder is leasing the equipment, it is required to provide copies of the leasing contract and a copy of the lessor's inventory list.

3.2 Additional notes on the submission of evidence of compliance with the requirements set out in item 3.1)

The evidence referred to in item 3.1., sub items 1 - 3) may not be older than two months before the opening of bids.

The Contracting Authority shall not reject a bid as inadmissible, if it does not contain evidence set in tender documents, provided that the Bidder states a web site in their bid where the data requested in the conditions are publicly available.

Evidence on meeting the requirements may be submitted as uncertified copies.

If the country in which the Bidder is seated does not issue the required evidence, the Bidder may, instead of evidence, submit their written statement, made under penalty of perjury, certified by a judicial or administrative authority, a notary public or another competent authority of that country.

If the Bidder is seated in another country, the Contracting Authority may verify whether the documents of Bidder's compliance with the requirements are issued by the competent authorities of that country.

The Bidder shall promptly notify the Contracting Authority in writing of any change in relation to compliance with conditions of procurement, which occurs until adoption of decision or conclusion of the contract, or during the term of the procurement contract and shall document it in the prescribed manner.

4. TECHNICAL SPECIFICATIONS

About the property

The property at 7 Dering Street in London, W1S 1AE, is located in the district of Mayfair and has the status of real estate for official purposes of the mission of the Republic of Serbia to the UK, i.e., the diplomatic status.

The building is listed grade 2 and lies in the Mayfair Conservation Area.

The property is under protection, as the historical heritage of the city, with dimensions recorded in the rectangular lot, in the basement level under the street. The total area of the property is 199 m², and consists of the following floors:

- basement: area 40 m² + storage room located under the surface of the street 11 m²;
- ground floor: area of 40 m²;
- first floor: area of 29 m²;
- second floor: area of 28 m²;
- third floor: area of 28 m²;
- attic: area of 23 m².

Since the current condition of the property, as well as its functional organization, did not correspond to the future purpose of the property, Design concept of the object adaptation was elaborated with the new organization of functional units, which are in accordance with the future purpose of the property.

Elaboration of the Major/Design Project and execution of works on adaptation according to the Design Concept for adaptation of the premises at the address 7 Dering Street, London.

In order to adapt the property at the address 7 Dering Street in London to the purpose of accommodating the Cultural Centre of the Republic of Serbia, it is necessary to elaborate, based on the Design Concept, the Major/Design Project on the basis of which the works of adaptation of the property will be performed in order to bring the property to purpose.

Elaboration of the Major/Design Project will be approached in accordance with the protection category (Grade II listed Building) defined by the competent authority of the City of London.

The Designer of the Major/Design Project shall use, as the basis for the work, the existing Architecture design concept, which is an integral part of these Tender documents.

Stages of execution of work

1. First stage - Elaboration of the Major/Design Project

This stage involves the elaboration of the Major/Design Project according to the Architecture design concept, which is an integral part of these Tender Documents;

The Major/Design Project should contain in detail all the necessary parts of the project, from all involved professions, based on the Design Concept, in order to allow the smooth execution of works of adaptation of the property according to it, and for bringing the object to the intended purpose.

2. Second stage – Execution of works on adaptation of the property for accommodating the Cultural Centre of the Republic of Serbia

This stage involves the execution of all refurbishment works necessary to adapt the property to the purpose, in accordance with the previously completed Major/Design Project, excluding refurbishment works such as supply and installation of the furniture, built-in furniture, lightings and mobile wall partitions.

Bidder's obligations

Upon being introduced with the work, the chosen Bidder will start to perform the Major/Design Project and afterwards, execute the works according to this project, on adaptation of the premises of the Cultural Centre of the Republic of Serbia, at the address 7 Dering Street, London W1S 1AE, as follows:

- The selected Bidder shall, at no extra cost to the Contracting Authority, perform all the preparatory, construction, craft, finishing and other works, which are not specified separately, but are necessary for the completion and ensuring the functionality of the building, excluding refurbishment works such as supply and installation the furniture, built-in furniture, lightings and mobile wall partitions.

– Major/Design Project and execution of adaptation works according to the Major/Design Project must be implemented completely according to the requirements received from all competent authorities of the City, for the property at the address 7 Dering Street in London which is the subject of the works and in accordance with Construction Design and Management Regulations 2015;

– Major/Design Project and execution of adaptation works, in the part of the interventions on the structure of the property, must comply with the possible static conditions of the property;

- The selected Bidder is obliged to provide such professional and high-quality performance ensuring that the Contracting Authority will be granted all necessary completion certificates for the performed works on the building.

- The selected Bidder shall duly fulfil the requirements regarding the subject of the procurement in accordance with the contract on procurement, technical and other contract documents.

- The selected Bidder shall duly fulfil the requirements regarding the subject of the procurement in accordance with Construction Design and Management Regulations 2015 (as Principal Designer and Principal Contractor).

- The selected Bidder shall provide overall oversight of subcontractors (if performing the works with subcontractors), manpower, materials, construction and assembly plants, equipment, etc., required on a temporary or permanent basis for fulfilment and/or completion of the execution of the said procurement as long as it is necessary or arises from the contract documents.

- The selected Bidder is obliged to keep on site an accurate account and maintain all contractual and construction documents.

- The selected Bidder shall keep designs, drawings, specifications and construction documents on site to ensure their availability at all times to the Supervisor and/or any person authorized by the Contracting Authority in writing.
- The selected Bidder may, with the consent of the Contracting Authority, at no extra cost to the Contracting Authority, perform works at night, on Sundays and/or holidays.
- The selected Bidder shall, at no extra cost to the Contracting Authority, get approval from City authorities for scaffolding (or parking place rent, if necessary).
- The Designer shall submit the Major/Design Project to the Contracting Authority in 4 copies (hard copy + DVD) in English;
- The selected Bidder is obliged to, if there are inevitable changes during the execution of the works, bring them into the project – As-Built Drawings.
- The Bidder shall submit one copy of the Major/Design Project, if required by the competent authority of the City, to the competent authorities of the City when reporting works to the competent inspection of the City (Contracting Authority shall bear the cost of administrative taxes and other fees);
- The Bidder shall, immediately upon the handover of the project to the Contracting Authority, start the works on the adaptation of the property and finish them by the agreed deadline.

Obligations of the Contracting Authority

- The Contracting Authority shall, in order to adapt the property at the address 7 Dering Street in London to the purpose of accommodating the Cultural Centre of the Republic of Serbia, submit the Design Concept of the property adaptation to the Bidder, for the Bidder to base its work on it.
- The Contracting Authority shall engage a supervisory authority (Building Control) to carry out professional supervision of the works in accordance with the law. The Contracting Authority is obliged to provide Building Control at his own expense.
- The Contracting Authority is obliged to provide the Party wall process at his own expense.
- The Contracting Authority is obliged to provide at his own expense, if necessary, all new Utility connections.

Schedule of work by the Bidder

Stage	Activities per Stages of work	Maximum deadline for completion (days *)
1	Elaboration of the Major/Design Project	40
2	Execution of works on adaptation of the property	120
Maximum deadline for contract execution		160

* - number of calendar days

5. FORMS AND DECLARATIONS

5.1 BID FORM

Bid No. of for execution of works - Elaboration of the Major/Design Project and execution of works on adaptation of the premises at the address 7 Dering Street, London.

General Information on the Bidder	
Name of the Bidder	
Address	
Contact person	
TIN	
E-mail	
Phone number	
Fax number	
Bank account number and name of the bank	
Person authorized to sign contracts	

I hereby submit a bid:

(tick either a), b), or c) and fill in information requested in b) or c)

a) individually

b) with a subcontractor

1. _____
2. _____
3. _____

(Specify names and seats of all subcontractors)

c) jointly:

1. _____
2. _____
3. _____

(Specify names and seats of all participants in a joint bid)

1) Offered fee is as follows:

a) First stage – Elaboration of Major/Design Project

_____ (in letters _____) GBP excluding VAT.

i.e.

_____ (in letters _____) GBP including VAT.

b) Second stage - Execution of works on adaptation of the premises

_____ (in letters _____) GBP excluding VAT.

i.e.

_____ (in letters _____) GBP including VAT.

TOTAL First stage + Second stage

_____ **GBP excluding VAT**

_____ **GBP including VAT**

2) Advance payment:

a) First stage – Elaboration of Major/Design Project

_____ % i.e. _____ (in letters: _____) GBP excluding VAT,

i.e.

_____ (in letters _____) GBP including VAT

(to be filled in by the bidder only if the bidder requires the advance payment. Maximum advance payment cannot exceed 40% of the offer value.)

b) Second stage - Execution of works on adaptation of the premises

_____ % i.e. _____ (in letters: _____) GBP
excluding VAT,

i.e.

_____ (in letters _____) GBP including VAT

(to be filled in by the bidder only if the bidder requires the advance payment. Maximum advance payment cannot exceed 40% of the offer value.)

3) End of work deadline is:

a) First stage – Elaboration of Major/Design Project

_____ days from the signing of the contract.
(not longer than the deadline planned in the Technical Documentation).

b) Second stage - Execution of works on adaptation of the premises

_____ days from the signing of the contract.
(not longer than the deadline planned in the Technical Documentation).

4) Bid validity period is:

_____ (in letters: _____) days from the date of bids opening.
(Not less than 60 days from the date of bids opening)

5) The warranty period for the correctness and quality of the executed works is _____ years:

(Note: the warranty period cannot be less than 2 years)

date:

place:

Signed by Bidder's
authorized person

Note: The Bidder shall complete and sign the Bidding Form to confirm the accuracy of data specified therein.

If the Bidders submit a joint bid, a Bidder group may choose to complete and sign the Bidding Form or the Bidder group may designate one Bidder from the group to complete and sign the Bidding Form.

5.2 DECLARATION OF OBTAINING AN INSURANCE POLICY

for procurement of works – Elaboration of the Major/Design Project and execution of works on adaptation of the premises at the address 7, Dering Street, London.

Under full moral, substantive and criminal responsibility, we hereby declare that, if our bid is selected as the most favourable and if we sign the procurement contract, before the start of the works, we will submit the following to the Contracting Authority:

1) First stage - Elaboration of the Major/Design Project:

- Professional liability insurance policy for all adverse events

and

2) Second stage - Execution of works on adaptation of the premises:

- Insurance policy for works, workers, equipment and materials and liability insurance for damages caused to third parties and third party property for the entire duration of the works, i.e. until delivery of the premises to the Contracting Authority.

Place and date:

Bidder:

5.3 DECLARATION THAT THE BIDDER ACCEPTS REQUIREMENTS FROM THE CALL

We hereby declare that by submitting the bid we fully accept the requirements from the call for procurement of works - Elaboration of the Major/Design Project and execution of works on adaptation of the premises at the address 7, Dering Street, London, as well as all the requirements stated in the tender documents, under which we submit our bid.

We agree that such requirements as a whole constitute an integral part of the contract, which cannot be contradicted by these requirements.

Place and date:

Bidder:

5.4 FINANCIAL STATEMENTS FOR 2016, 2017 AND 2018

5.5 FORM - REFERENCE LIST

which clearly shows that in the previous three years since the publication of the invitation to bid, the Bidder has performed works on reconstruction and/or adaptation and/or construction and/or upgrade with the value of at least GBP 1,000,000 excluding VAT, of which at least one property is under protection.

No.	List of contracting authorities (legal entities)	Date of signing the contract	Subject of the Contract
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

date:

place:

Signed by Bidder's
authorized person

Note: If necessary, make multiple copies of this form. The Contracting Authority reserves the right to inspect the contracts listed in this Form - Reference List.

5.6 FORM - REFERENCE LIST

which clearly shows that during the previous three years from the publication of the invitation to bid the Bidder has performed the service of designing the reconstruction and/or adaptation and/or construction and/or upgrade with the minimum value of triple the amount of the fee offered for elaboration of the design that is the subject of this procurement, in GBP excluding the VAT.

No.	List of contracting authorities (legal entities)	Date of signing the contract	Subject of the Contract
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

date:

place:

Signed by Bidder's
authorized person

Note: If necessary, make multiple copies of this form. The Contracting Authority reserves the right to inspect the contracts listed in this Form - Reference List.

5.8 DECLARATION ON CONFIDENTIALITY

I DECLARE, taking criminal and substantive responsibility, that I will keep all information from unauthorized use and disclosure as a trade secret, particularly in the part relating to information on the layout of premises, installations and other elements that may be abused in a security sense, during the execution of the Contract for elaboration of the Major/Design Project and execution of works on adaptation of the property at 7 Dering Street, London.

date:

place:

Signed by Bidder's
authorized person
of the bidder

6. MODEL CONTRACT

for elaboration of the Major/Design Project and execution of works on adaptation of the premises at the address 7, Dering Street, London

signed between:

1. Embassy of the Republic of Serbia in London,
seated at 28 Belgrave Square, London, SW1X 8QB,
United Kingdom, represented by Ambassador
Aleksandra Joksimovic (hereinafter: Contracting
Authority)

and

2. _____,
seated in _____, street
_____ no. _____,
TIN: _____, represented by
_____,
director (hereinafter: Contractor)

- with subcontractor _____,
seated in _____, street
_____ no. _____,
TIN: _____, represented by
_____, director;

- i.e. with members of a bidder group:

_____,
seated in _____, street
_____ no. _____,
TIN: _____, represented by
_____, director
and _____,
seated in _____, street
_____ no. _____,
TIN: _____, represented by
_____, director

The contracting parties state:

- That pursuant to the Directive for Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013 and the Instructions on Implementation of Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716-2/GS of 3 July 2013, the procedure of procurement of high

value was conducted for elaboration of the Major/Design Project and execution of works on adaptation of the premises at the address 7, Dering Street, London;

- that the Contractor has submitted the (individual / joint / with subcontractor) Bid, (**to be taken from the Bid**) No. _____ of ___/___ 2019, (**filled in by the Contractor**), which is fully compliant with the Technical Specification from the Tender Documents, which is in the Annex to the Contract and is an integral part of the Contract;
- that the Contracting Authority, pursuant to the Decision on awarding the contract No. _____ of ___/___ 2019 (**filled in by the Contracting Authority**), and Contractor's Bid No. No. _____ of ___/___ 2019 (**filled in by the Contractor**), selected the Contractor for execution of works;
- that the Contracting Authority, applying the criterion of the lowest price, issued the Decision on awarding the Contract No.: _____ of ___/___ 2019, thereby selecting the Contractor's Bid as the most favourable.

SCOPE OF THE CONTRACT

Article 1

The scope of this Contract is regulation of mutual rights and obligations in connection with the Elaboration of the Major/Design Project (based on Architecture design concept) – First stage and execution of works on adaptation of the premises at the address 7 Dering Street, London W1S 1AE, United Kingdom, - Second stage, in order to adapt the premises to the purpose of accommodating the Cultural Centre of the Republic of Serbia in London, completely in accordance with the terms of this Contract, Technical specifications of the Contracting Authority and the Contractor's Bid.

The Contractor shall be obliged to execute the subject of procurement referred to in paragraph 1 of this Article, and the Contracting Authority undertakes to pay the Contractor the contracted price for this.

Article 2

During the elaboration of the Major/Design Project, the Contractor is obliged to adhere in all respects to the Design Concept for adaptation of the property and the Technical Specifications of the Contracting Authority.

The Contractor shall perform the relevant works completely according to the approved Major/Design Project, the Contracting Authority's Technical Specification and the approved Contractor's Bid No. _____ of ___/___ 2019, in accordance with the established total period of _____ calendar days referred to in Article 6 of this Contract, in line with the laws, regulations, standards and norms for this type of work, rules of the technical profession, technical regulations and specifications.

All works and services referred to in Article 1 of this Contract must meet the required quality according to the Contracting Authority' Technical Specifications, which are an integral part of this Contract.

FEE AND PAYMENT TERMS

Article 3

The total agreed fee is _____ GBP excluding VAT, i.e. _____ GBP including VAT, of which:

A) First stage - Elaboration of the Major/Design Project

amounts to _____ GBP excluding VAT, i.e. _____ GBP including VAT.

B) Second stage - Performing the adaptation work

amounts to _____ GBP excluding VAT, i.e. _____ GBP including VAT.

The agreed fee is fixed and cannot be changed due to the price increase of the elements based on which it was determined.

The contracted fee shall include the price of the works and services in question and any other costs required to complete the work.

The contracted fee also includes the value of all surplus works and unforeseen works, and excludes the impact of work shortages on the contracted fee, in accordance with the turnkey clause.

The Contracting Authority may, upon the conclusion of the contract, increase the procurement for up to 5% of the total value of the Contract concluded, if there are justified reasons for that.

Article 4

The Contracting Authority will make the payment as follows:

A) First stage - Elaboration of the Major/Design Project

- Advance payment in the amount of ____% of the agreed value for the First stage (maximum 40%), i.e. _____ (in letters: _____) _____) GBP including VAT, within 15 days from the date of receipt of the advance pro forma invoice, and after the submission of the financial collateral for the advance payment refund; (if advance payment is requested)

- Remaining portion of the contracted value for the First stage will be paid within 15 to 45 days from the date of the handover of the Major/Design Project to the Contracting Authority.

B) Second stage - Performing the adaptation work

- Advance payment in the amount of ____% of the agreed value for the Second stage (maximum 40%), i.e. _____ (in letters: _____) GBP including VAT, within 15 days from the date of receipt of the advance pro forma invoice, and after the submission of the financial collateral for the advance payment refund; (if advance payment is requested)
- The remaining part of the contracted value for the Second stage will be paid in succession, according to the submitted Interim Payment Certificates and Final Payment Certificate, certified by the responsible person of the Contractor and the Supervisory Authority, within 15 to 45 days, counting from the day of the official receipt of the bill submitted for performed works. The calculation and payment for the works carried out shall be made on the basis of measures and quantities determined and written in the construction log book, signed both by the Bidder and the Supervisory Authority and contracted fees from the bid.

The Contractor waives the right to charge interest on arrears for late payment.

The Contracting Authority shall reserve the right to adjust the schedule of payments to the execution capacities of the State Budget of the Republic of Serbia.

MEANS OF FINANCIAL SECURITY

Article 5

The Bidder shall submit:

A) for the First stage - Elaboration of the Major/Design Project

- **Bank guarantee for advance payment refund** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the contract, which will include the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for advance payment refund shall be in the amount of paid advance payment with VAT with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the Contract, the Contractor shall extend the validity period of the bank guarantee for advance payment refund. The Contracting Authority shall cash in on the bank guarantee for advance payment refund if the Contractor does not justify the advance payment received within the deadlines and in the manner set forth in the contract. **(This bank guarantee shall be submitted only in case the Contractor requested an advance payment).**
- **Professional liability insurance policy for all adverse events.**

B) for the Second stage - Performing the adaptation work

- **Bank guarantee for advance payment refund** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the contract, which will include the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for advance payment refund shall be in the amount of paid advance payment with VAT with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the Contract, the Contractor shall extend the validity period of the bank guarantee for advance payment refund. The Contracting Authority shall cash in on the bank guarantee for advance payment refund if the Contractor does not justify the advance payment received within the deadlines and in the manner set forth in the contract. **(This bank guarantee shall be submitted only in case the Contractor requested an advance payment).**
- **Bank guarantee for good performance** (or other financial collateral issued for the required purposes), within 10 days from the date of signing the Contract, which will contain the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. The bank guarantee for good performance shall be in the amount of 10% of the Contract value excluding VAT, with a validity period exceeding the agreed deadline by 30 days. If the agreed deadline is changed during the validity period of the Contract, the Contractor shall extend the validity period of the bank guarantee for good performance. The Contracting Authority shall cash in on the bank guarantee for good performance if the Contractor fails to fulfil the contractual obligations within the agreed deadlines and in the manner stipulated by the Contract.
- **Bank guarantee against defects within the warranty period** (or other financial collateral issued for the required purposes), at the time of the procured works delivery, containing the following clauses: irrevocable, unconditional, payable at first demand without the rights to object. Bank guarantee against defects within the warranty period shall be in the amount of 10% of the Contract value excluding VAT, with a validity period exceeding the warranty from Article 12 paragraph 1 of the Contract by 5 days. The Contracting Authority shall cash in on the bank guarantee within the warranty period if the Contractor fails to fulfil the warranty obligations within the agreed deadlines and in the manner stipulated by the Contract. If the Contractor fails to deliver the bank guarantee within the requested period, the Contracting Authority shall cash in the bank guarantee against good performance.
- **Insurance policy for works, workers, equipment and materials and liability insurance for damage caused to third parties and third party property for the entire duration of the works, i.e. until delivery of the premises to the Contracting Authority.**

*Note: If the above-mentioned means of security do not exist in the country where the Contractor has the seat, the Contractor shall declare in writing to that effect, along with listing the security means issued for such purposes in accordance with the regulations of the country where the Bidder has the seat. The Contractor shall deliver these means of security. In that case, this Article of the Contract will be amended.

DEADLINE FOR EXECUTION OF THE SUBJECT OF THE CONTRACT

Article 6

The Contractor undertakes to execute the subject of the Contract referred to in Article 1 of this Contract within a total of 160 calendar days from the date of the beginning of works, in two connected stages, each of which shall have individual deadlines:

- deadline for completion of the First stage - 40 calendar days
- deadline for completion of the Second stage - 120 calendar days

The date of the beginning of works is the day after the date the City Councils's Building Permission is obtained.

It shall be understood that the Contractor has collected all the information about the condition of the property, and therefore shall not be entitled to request any reimbursement on the account of not being aware of the conditions and construction deadlines.

CONTRACTOR'S OBLIGATIONS

Article 7

The Contractor is obliged to:

- respond when the Contracting Authority invites it to receive possession of the site;
- make sure that, from its point of view, it has responsibly evaluated the works, the scope of the works, the type and difficulties related to all the works to be performed, and they cannot subsequently point out any objections and shortcomings that would affect the contracted fee or the extension of the works in question;
- perform all the contracted works in good quality and within the contractual deadline in accordance with the conditions from the Tender documents;
- perform all necessary works on the project and on the property in accordance with this Contract, Design Concept and Technical documents/specifications, in accordance with regulations, standards, technical norms and quality standards applicable to certain types of works, installations, equipment, etc.;
- submit a Professional liability insurance policy for all adverse events to the Contracting Authority;
- elaborate the Major/Design Project in line with the Design Concept it has received from the Contracting Authority and the Technical specifications;
- submit the Major/Design Project to the Contracting Authority in 4 copies (hard copy + DVD) in English;
- immediately upon the handover of the project to the Contracting Authority, report the works to the competent inspection of the City and start the works on the adaptation of the property and finish them by the agreed deadline;
- submit one copy of the Major/Design Project, if required by the competent authority of the City, to the competent authorities of the City when reporting works to the competent

inspection of the City (the Contracting Authority shall bear the cost of administrative and other fees);

- visit the site and get acquainted with the existing property, all the site elements related to the execution of the works;
- mark the construction site with an appropriate information board, and submit the Insurance Policy and the Schedule of execution of works before the start of works.
- Issue Decisions on appointing the Responsible Designer and Responsible Contractor and inform the Contracting Authority about it the before the start of works. The Contractor may change the Responsible Designer and Responsible Contractor, and shall notify the Contracting Authority about it without delay – on the first workday upon the change;
- warn the Contracting Authority in writing about deficiencies in the technical documentation and the occurrence of unforeseen circumstances that have an impact on the performance of the works and the implementation of technical documentation (changes of technical regulations, quality standards and norms after the performed technical control, etc.);
- secure the site and take protective measures, including the protection of third parties from the risk of harm;
- organize the construction site in a manner that will provide access to the site, ensure unhindered traffic and environmental protection for the duration of the works;
- regularly maintain the construction log and a construction book;
- inform the Contracting Authority without delay of anything important for the implementation of this Contract, and no later than 3 days from the day of finding out the facts;
- upon completion of the works or upon termination of the Contract, submit to the Contracting Authority the project of completed works in four hard copies and two DVD copies;
- upon completion of the works, withdraw the workers from the construction site, remove the remaining material, equipment, work tools and temporary facilities used during the work, clean the construction site and the property, landscape and hand over the property to the Contracting Authority.
- take responsibility for any mistake, irregularity or non-compliance and undertake to correct any omission or inaccuracy that prevents the completed property from being put to use;
- be responsible for the quality of the materials used, the installed equipment and the quality of the works completed and provide evidence of the quality of the works completed and the installed materials, installations and equipment;
- cooperate at the request of the responsible person in carrying out the review of the performed works, and in particular to participate in recording, measuring, quality testing and similar;
- abide by the existing regulations and measures of safety at work during the execution of works, and accordingly to provide measures of personal protection for all workers engaged at works defined by this contract;
- ensure the safety of the property, persons on site and in the surrounding area (adjacent buildings and roads);
- participate in the procedure of technical acceptance of the property, and handover of works;
- if during the adaptation works there are inevitable changes in the project, they will update the Major/Design Project i.e. create the As-built Design.

The Contractor warrants that their workers have all the necessary official licenses and valid qualification certificates for the performance of the works in question.

If the Contractor encounters any obstacle during the works preventing the execution of the works, they shall immediately inform the Contracting Authority's representative at the construction site with a note in the construction site log. The Contractor must work on eliminating obstacles without delay and in cooperation with the representative of the Contracting Authority at the construction site (Supervisory Authority).

If the obstacle was not caused by the Contractor, the cost of eliminating the obstacle shall be borne by the Contracting Authority.

The preceding paragraph does not include an obstacle caused by the Contractor's error in performing the works.

The Contractor shall follow the Instructions of the Contracting Authority's Representative on the Construction (Supervisory Authority). Without the prior written consent of the Contracting Authority's representative (the Supervisory Authority), the Contractor shall not be authorized to carry out any deviations or changes from the project documentation, the Contract and the dispositions of the Contracting Authority's representative.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 8

- The Contracting Authority shall give the Contractor the possession of and provide them with unhindered access to the work site;
- Before the start of elaboration of the Major/Design Project, the Contracting Authority shall give the Contractor the Design Concept of the property, and before the start of work they will also give them the Decision on appointing the Supervisory Authority and give them possession of the site;
- During the execution of the works, the Contracting Authority is obliged to inform the Contractor of all circumstances relevant to the execution of the works, to give them instructions on the execution of works when the Contractor requests them, and to appear before the state authorities and third parties as the Contracting Authority when that is needed.
- Upon completion of the execution of the stages of the works, the Contracting Authority is obliged to accept the Major/Design Project and the property in the manner stipulated by this Contract;
- The Contracting Authority undertakes to notify the Contractor in writing of the choice of the Supervisory Authority before the start of the works.
- **The Contracting Authority shall provide the professional Supervisory Authority during the execution of works.**

The professional supervision includes: control of whether the works are performed according to the technical documentation; control and verification of the quality of work execution and application of regulations, standards and technical norms; control and verification of the amount of work performed; checking whether there is evidence of the quality of the materials, equipment and installations being installed; giving instructions to the Contractor; cooperation with the Contractor to provide technological and organizational solutions for the execution of works and to resolve other issues arising during the execution of works.

The Supervisory Authority is authorized to issue orders and submit remarks to the Contractor on behalf of the Contracting Authority.

The Contracting Authority may revoke any order and objection of the Supervisory Authority, by written notice to the Contractor, and in urgent cases also verbally.

Objections and orders of the Supervisory Authority shall be entered into the construction site log.

The Contractor is obliged to act on the objections and orders of the Supervisory Authority and to eliminate the deficiencies in the works that are the subject of the objections raised, at their own expense. Justified objections are objections relating to deviations in the execution of works compared to the contracted works.

OBLIGATIONS OF THE RESPONSIBLE/PRINCIPAL CONTRACTOR

Article 9

The Responsible Contractor is obliged to:

make sure that the works are being performed according to the Major/Design Project and technical documentation, in accordance with the regulations, standards, technical norms and quality standards applicable to particular types of works, installations and equipment;

- organize the construction site in a manner that will provide access to the site, ensure unhindered traffic and environmental protection for the duration of the works;

- ensure the safety of the property, persons on site and in the surrounding area (adjacent buildings and roads);

- provide evidence of the quality of the work performed, and of the installed material, installations and equipment;

- make sure the construction log and construction book are being regularly kept;

- secure the property and the surroundings in the event of interruption of the works.

QUALITY OF INSTALLED MATERIALS

Article 10

The materials used for the execution of the contracted works must correspond to the description of the works, technical documentation and technical norms, and the Contractor shall bear the responsibility for their quality.

The Contractor is obliged, at the request of the Contracting Authority, to submit the necessary certificates on the quality of materials, elements, parts to be installed in the property, and if necessary, also to examine the quality of the materials with the authorized expert body.

The equipment to be installed in the property shall be procured by the Contractor, with the consent of the Contracting Authority, and it must comply with the technical documentation, technical norms and established standards.

CONTRACTUAL PENALTY

Article 11

If the Contractor fails to fulfil the subject of this Contract by their own fault within the time limit specified in Article 6 of this Contract, they shall pay the Contracting Authority a contractual penalty of 2‰ (two permille) of the agreed fee for each calendar day of delay, and the amount of the contractual penalty may not exceed 5% (five percent) of the contracted fee.

The Contracting Authority shall collect the contractual penalty by reducing the amount stated in the handover bill or the Invoice without the prior consent of the Contractor.

WARRANTY PERIOD

Article 12

The warranty period for the performed works is at least 24 months, from the day of handover of the property, if the law does not stipulate longer deadlines for certain works.

The installed equipment is subject to the warranty period of the manufacturer of that equipment, and it starts from the day of handover of the property.

When handing over the property, the Contractor is obliged to officially hand over to the Contracting Authority all warranties for the installed materials and equipment as well as the operating instructions.

The Contractor shall, within the warranty period and at their own expense, eliminate all damages to the property caused by their fault and, at their own expense, eliminate any defects in the performed works that have occurred due to the Contractor's failure to comply with their obligations regarding the quality of the performed works and the installed material.

The Contractor shall not be liable for faults that occur after the handover of the property by improper use, failure to observe the rules of use and failure to perform normal maintenance by the Contracting Authority.

HANDOVER OF THE DESIGN, PROPERTY AND FINAL ACCOUNT

Article 13

The Contractor shall officially submit the elaborated Major/Design Project to the Contracting Authority in 4 copies (hard copy + DVD) in English;

Upon completion of the works, the Contractor is obliged to hand over the property to the Contracting Authority.

Transfer of the property into possession of the Contracting Authority after the agreed deadline is considered a delay in the execution of works.

The Contractor shall inform the Contracting Authority about the intention of handing over the property no later than 15 days before the day scheduled for handover and at the same time to inform them about who will attend the handover.

The Contracting Authority shall, within 10 days from the date of receiving the notice of intention of handing over the property, appoint the Commission for accepting the property and shall inform the Contractor of the appointment and the members of the Commission.

The handover record shall be signed by authorized representatives of the Contracting Authority, the Contractor and the Supervisory Authority.

The record shall state whether the works have been executed according to the Contract, or what works the Contractor should additionally complete, repair or re-perform at their own cost and within what period they should do it, on which issues of technical nature no agreement was reached between the authorized representatives of the Contracting Authority, the Contractor and Supervisory Authority, a statement on handover of warranties and certificates, date of completion of works and date of handover.

The Contractor shall be obliged to eliminate any deficiencies found during the handover within 15 days from the day of them being found, otherwise the works shall be considered to have been completed after the expiry of the agreed deadline.

The work on the Final Account shall commence immediately after the handover is completed and shall end within 15 days from the day of handover.

The Final Account shall cover all works performed under the Contract, including the unforeseen and subsequent works that the Contractor was obliged or authorized to perform, regardless of whether the works were covered by temporary bills.

KEEPING TRADE SECRETS

Article 14

The Contractor shall keep the Contracting Authority's trade secrets.

The Contractor shall, within the framework of its activities, take due care of the Contracting Authority's reputation and its activities.

ANNEXES TO THE CONTRACT

Article 15

This Contract shall include the following integral parts:

- 1) Annex 1, Contractor's Bid No. _____ of _____ 2019, filed with the Contracting Authority under No. _____ of _____ 2019;
- 2) Annex 2, Design Concept
- 3) Annex 3, Tender Documents
- 4) Annex 3, Agreement of the Bidder group (for joint bids).

TERMINATION OF CONTRACT

Article 16

Either Contracting Party may terminate this Contract before the expiry of the time limit referred to in Article 6 of this Contract by giving written notice to the other Party.

The Contract shall cease to be valid within 30 days from the date of receipt of the written notice.

Each Contracting Party shall have the right to terminate this Contract in case of the other Contracting Party's failure to fulfil the contractual obligations.

FINAL PROVISIONS

Article 17

Having in mind that the Contracting Parties are entering the present Contract with mutual trust and respect, they stress that they shall execute it in whole, by adhering to the principles of faithful compliance and due diligence.

All aspects not regulated under the present Contract shall be subject to the provisions of the Law of Contracts and Torts, Law on Planning and Construction and Special Rules on Construction.

The present Contract shall be applied and interpreted exclusively according to the regulations of the Republic of Serbia.

The Contracting Parties shall settle any disputes that might arise between them concerning or in relation to the present Contract amicably and in agreement.

Should an amicable and extra-judicial settlement be impossible to reach, the Contracting Parties shall agree and confirm by their signatures that the settlement of the dispute shall be entrusted to the Commercial Court in Belgrade.

Article 18

The Contracting Parties jointly declare that they have read and understood the present Contract and that they sign it with no reservations as a sign of their freely expressed will.

The present Contract shall come into force on the date of its signature by the authorized representatives of the contracting parties.

Article 19

This Contract is made in 6 (six) identical copies, 3 of which are retained by each Contracting Party.

CONTRACTOR

CONTRACTING AUTHORITY

Director

Ambassador