



EMBASSY OF THE REPUBLIC OF SERBIA
Remzi O uz Arık Mahallesi
Yazanlar Sokak No. 1 Çankaya,
ANKARA, TURKEY

Ref: 175-3/2017
Date: 12.06.2017.

TENDER DOCUMENTS

Construction works on the rehabilitation and converting of the existing diplomatic residential premises into Embassy offices and of the outbuilding – a house to be used as residence by the Ambassador – **Phase II**

Serial number 12/2017

AMENDED VERSION

Belgrade, June 2017

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1. GENERAL INFORMATION ON THE PROCUREMENT

1.1 Name, address and website of the Investor

Embassy of the Republic of Serbia in Ankara
Remzi O uz Arık Mahallesi Yazanlar Sokak No. 1 Çankaya
ANKARA, TURKEY

Website: <http://www.ankara.mfa.gov.rs/>

1.2 Note on conducting the procurement procedure of high value work

The present procurement procedure of high 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. 160/2017 of 24.05.2017.

1.3 Subject of procurement

The subject of the procurement are works on rehabilitation and conversing of the existing residential premises into Embassy offices and of the outbuilding – a house to be used as residence by the Ambassador, with the “turn-key” Clause Phase II.

The subject of the procurement is more specifically defined in section. Technical specifications, (type and description of the works that are the subject of the procurement) - technical task.

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/Architect who the Investor decides to award a contract.

1.5. The decision on awarding the contract shall be made within fifteen days from the date of public bid opening. The Investor 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 proceeding before the judicial authorities of the receiving country.

2. INSTRUCTION TO BIDDERS ON HOW TO PREPARE A BID

2.1 Language of the bid

The instructions on how to prepare a bid contain the information on the Investor's requirements concerning the content of the bid, as well as the conditions under which the contract awarding process is conducted.

The bid shall be drawn up either in Serbian or English.

2.2 Special requirements of the Investor 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 filled in by the Bidder/Architect legibly so as to enable identification of the real content of the bid, which shall be signed and affixed the official seal by the person authorized by the Bidder/Architect.

The bid must be plain and unambiguous.

The Bidder/Architect shall deliver the bid in writing.

The bid shall be prepared by the Bidder/Architect 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 and affixed the Bidder's seal. The bid shall be plain 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 Investor reserves the right to withdraw from the selection process:

- if it is determined that none of the bids fulfil the requirements from 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 is considered correct and complete, if a bidder submits:

- "Bidding Form" filled in;
- Documents issued by official institutions;

- Proof that the bidder is registered with the competent Court of the country of its domicile, for works being offered;
- Evidence, a statement showing that the company is not bankrupt and that no proceeding is running against it;
- A licence of the responsible performer of the works, for the person assigned to manage the works, issued by the Chamber of Engineers or the appropriate institution of the country where the bidder is seated;
- Proof of respective works performed by the company concerned on at least three facilities occupied by a diplomatic representation - embassy, consulate or Ambassador's residence – as renovation or alterations/additions;
- “Bidder Information Form” filled in;
- Bidder's statement of accepting the requirements set out in the invitation to bid;
- Model contract. The bidder shall complete model contract, seal and sign it, confirming that he agrees with the model contract;
- A bill of quantities filled in (a special part of the Tender Documents). The bidder shall fill in a bill of quantities, initial each page, seal and sign the filled in bill of quantities.

2.5 Site of performance of the works

The works will be carried out on the residence building in Ankara, Remzi O uz Arık Mahallesi Yazanlar Sokak No. 1 Çankaya, ANKARA, TURKEY.

2.6 The tour of the site, additional information and explanations

In order to be provided with information about the subject of the procurement, works and a good insight into the activities to be undertaken, it is advisable that the authorized person of the potential bidder visits the site before submitting a bid, subject to prior notification, by telephone, of the Embassy of the Republic of Serbia in Ankara no. +90-312-4260236 or by e-mail: embserank@gmail.com;

Any interested person may, in writing to the e-mail address: embserank@gmail.com ask for additional information or clarification regarding bid preparation, not later than five (5) days before the deadline for submission of bids. The Investor shall, within three (3) days of receipt of the request, send a reply in writing and at the same time publish the information on its website.

Asking for more information and clarification by telephone is not allowed.

2.7 The Bidder who has independently submitted a 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, as a joint bid or as a bid with a subcontractor.

2.8 In case the Bidder puts in a bid with a subcontractor, the Bidder shall indicate in the bid that the procurement shall be partially entrusted to a Subcontractor, as well as the percentage of

the total procurement value to be entrusted to the Subcontractor, and the segment of the subject of procurement to 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 on how to prove the fulfilment of the requirements.

The Bidder shall grant the Investor, at its request, access to the Subcontractor in order to determine whether the requirements have been met.

2.9 A group of subcontractors can jointly submit a bid

An integral part of such joint bid shall be an agreement by which the said subcontractors agree mutually as well as with the Investor to execute the procurement, and which shall contain information on:

- 1) the member of the group of subcontractors who is the main contractor, i.e. who will submit the bid and represent the said group of subcontractors before the Investor;
- 2) the subcontractor who will sign the contract on behalf of the group of subcontractors;
- 3) the subcontractor who will provide a collateral on behalf of the group of subcontractors;
- 4) the subcontractor who will issue a receipt;
- 5) the account into which the payment will be made;
- 6) the responsibilities of each subcontractor from the group of subcontractors to carry out the contract.

A group of Bidders shall present all of the requested proof that the requirements set out in the Instructions on how to prove the fulfilment of the requirements have been met.

2.10 Confidential information in the bid

Each page of the bid containing information confidential for the bidder shall have in the right upper corner the words "CLASSIFIED".

Proofs of the fulfilment of the requirements, the rates and other information contained in the bid of significance for the application of criteria elements and ranking of bids shall not be considered confidential.

The Investor shall keep as confidential all information on bidders contained in the bid, and specified in special regulations as confidential and designated as such by the Bidder in the bid.

The Investor shall refuse to give information which is in violation of the confidentiality of information contained in the bid.

The Investor shall keep as a business secret all names of interested persons, bidders and the information on the submitted bids until the date of opening of bids.

2.11 Rights of the bidders upon opening the bid

The Investor may ask for additional information, control and permitted corrections from the bidder upon submitting the bid and perform control with the bidder.

2.12 Requirements concerning method and conditions of payment

The works shall be paid upon delivered temporary or final bills, certified by the responsible person. Payment deadline shall not be less than 15 (fifteen) days nor more than 45 (forty five) days, following the date of the official receipt of the final billing issued for the executed work.

If the payment deadline is not in conformity with the above indicated, the bid shall be rejected.

Payments shall be made into the bank account held by the selected Bidder, as follows:

- an advance payment, but not more than 40% of the agreed fee, within 15 days from the delivery of the preliminary advance payment estimate, and following the submission of a bank guarantee of advance payment refund or any other relevant form of financial security;
- the remaining portion of the agreed fee successively, within 15 days from the date of receipt of temporary and final billing.

The date of receipt is the date written on the registration stamp of the Investor.

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

2.13 Means of financial security

The Architect/Architect shall submit:

- **A bank guarantee/collateral for advance payment refund** within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee of advance payment refund shall be issued in the amount of the advance payment made, including 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

Architect shall extend the validity period of the bank guarantee of advance payment refund. The Investor shall cash in on the bank guarantee of advance payment refund if the Architect 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 Architect requested an advance payment).**

- **A bank guarantee of good performance**, within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee of good performance shall be issued 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 Architect shall extend the validity period of the bank guarantee against good performance. The Investor shall cash in on the bank guarantee of good performance if the Architect fails to fulfil the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.
- **A bank guarantee against error correction within the warranty period**, at the time of the procured goods delivery, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee against error correction within the warranty period shall be issued in the amount of 10% of the contract value excluding VAT, with a validity period exceeding the warranty by 5 days. The Investor shall cash in on the bank guarantee of error correction within the warranty period if the Architect fails to fulfil the warranty obligations within the agreed deadlines and in the manner stipulated by the public procurement contract. If the Architect fails to deliver the bank guarantee within the requested period, the Investor shall cash in on the bank guarantee against good performance.

* Note: In case the above-mentioned means of security do not exist as such in the country where the Bidder/Architect has the seat, the Bidder/Architect 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/Architect has the seat. The Bidder/Architect shall deliver these means of security.

2.14 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 Architect is obliged to remove free of charge and in the shortest possible time.

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

2.15 Bid's validity period

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

2.16 Delivery deadline for the works

Delivery deadline for the works that are the subject of the present procurement **shall not last longer than 90 days** from the date of the beginning of works. It is understood that the contractor collected all information about the condition of the building, and therefore has no right to request any reimbursement arising from the lack of information on the conditions and terms of the construction.

2.17 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 refused.

Bids submitted by the bidders who do not enclose a licence (authorisation) for being registered as the Responsible Architect shall be refused by the Investor.

2.18 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 Investor, specified in the Tender Documents.

2.19 The building handover and final billing

The building handover and final billing is made by the Minutes signed by authorized representatives of the Investor, the selected Architect and the supervisory authority.

The Minutes shall be made immediately upon completion of the works before submitting the final billing.

Work on the final billing shall begin right after the handover, and shall be completed within 15 days from the handover date.

A special commission consisting of representatives of the Ministry of Foreign Affairs, the Embassy and the selected Architect shall effect the handover of the building.

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

The fee contained in the Tender Documents and rates in the bid shall be expressed in euros excluding VAT.

The offered fee shall include the cost of performing the works, taxes, compensations, surplus, deficits to 5% and unplanned works including all other expenses occurring during the performance of the works necessary for the completion of the works.

The fee shall be fixed and non-negotiable.

If an uncommonly low fee is asked in the bid, the Investor shall request an extensive explanation of all integral parts thereof deemed to be relevant.

The contracted fee is excluding VAT.

2.21 The period during which the Bidder/Architect whose bid was selected as the best shall begin the conclusion of the contract

Following the decision on awarding the contract, the selected Bidder/Architect shall be invited to sign the contract within 8 days from the day of receipt of the decision.

The selected Bidder/Architect shall deliver the contract, signed and certified by an authorized person, to the Investor within 3 days from the day the Investor delivered the contract to the Bidder/Architect to sign and stamp it.

In case the selected Bidder/Architect fails to send the contract, signed and stamped, within the above indicated period, the Investor may sign a contract with the next best Bidder.

2.22 Amendments to the tender documents

In case the Investor amends the Tender Documents within the bid submitting period, the Investor shall immediately and free of charge publish these amendments on its webpage.

All amendments shall constitute an integral part of the Tender Documents. Signed amendments shall be delivered jointly with other tender documents accompanying the bid.

2.23 Correction of the data

If the Bidder makes a mistake in completing the information in the Tender Documents, there is an obligation to have it corrected, filled in properly, stamped and signed it by the authorized person of the Bidder.

2.24 Suspension of the procurement procedure

The Investor reserves the right to suspend the procurement procedure on the basis of objective and provable 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 Investor no longer needs to procure the goods or services in question, due to which the procedure will not be repeated within the same budget year.

2.25 Performance on a “turn-key” basis

After being informed about the works to be done, the selected Bidder/Architect will start the works on the rehabilitation and conversion of the existing Ambassador’s residence into the Embassy premises and of the outbuilding – into a house to be used as the Ambassador’s residence, with the “turn-key” Clause as follows:

1. The performance of all necessary works on the rehabilitation and repurposing for the existing buildings of the Ambassador’s residence to be used as Embassy premises and for the outbuilding to be converted into the Ambassador’s residence, with the ‘turn-key’ Clause in accordance with the Technical Documentation;

The selected Architect/Contractor shall, with no extra costs to the Investor, perform all the preparatory, construction, craft, and other finishing works, which are not specified separately, but are necessary for the completion and ensuring the functionality of the building.

The selected Architect/Contractor is obliged to provide the Investor, with professional and high-quality work performance, while maintaining a positive technical control of the performed works on the building.

The selected Architect/Contractor shall meet, with due diligence, the requirements regarding the subject of the procurement in accordance with the contract on procurement, technical and other contract documents.

The selected Architect/Contractor shall provide overall oversight of subcontractors (if performing the works with subcontractors), manpower, materials, construction and assembly plants, equipment and everything else, whether being of a temporary or permanent nature required for meeting and/or completion of meeting the requirements regarding the subject of the procurement as long as the need for it exists or arises from the contractual documentation.

The selected Architect/Contractor is obliged to keep all contract documents on site properly and tidy.

The selected Architect/Contractor shall keep designs, drawings, specifications and building documents on site at all times and they will be available to the Investor, Supervisor and/or any person authorized by the Investor in writing.

The selected Architect/Contractor may, with the consent of the Investor, at no extra cost to the Investor, perform works at night, on Sundays and/or holidays.

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

2.26 Changes during the term of the contract

The Investor 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.

1.27 Security check

The Contractor is obliged, after signing the contract, within three days, to notify the names of those involved in the works who will perform the respective works, as well as provide information on vehicles to be used, for security checks by the competent authorities of the Ministry of Interior of the Republic of Serbia.

1.28 Works schedule

The selected Bidder/Architect is obliged to forward to the Investor, individually or with other members of the group of bidders, before starting the works, the Schedule for carrying out the works, defining the dynamics and deadlines for works by type and positions, all in compliance with the offered timescale. The Schedule must be properly and accurately made, signed and stamped.

3. BID FORM

Bid no. of in the procurement, performance of works on rehabilitation and repurposing for the existing residential premises to convert into Embassy offices and for the outbuilding – a house to be converted into the residence of Ambassador, with the “turn-key” Clause Phase II

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

I hereby put in a bid:

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

a) independently

b) with a subcontractor

1. _____
2. _____
3. _____

(Specify name and seat of all participants in a joint bid)

3) Offered fee is:

_____ (in letters: _____) €excluding VAT

4) **Delivery due date** is:

_____ (in letters: _____) days from the date of concluding the contract.

5) **Bid validity period** is:

_____ (in letters: _____) days from the date of bids opening.

(At least 60 days from the date of bids opening)

6) **The requested advance payment** is:

_____ % of the contract fee, (maximum advance payment of not more than 40% of the offered fee)

7) **Warranty period** is:

_____ month(s) from the date of the delivery and collection of the performed works.

Date:		Signed by Bidder's
_____		authorized person
Place:	L.S.	
_____		_____

Note: The Bidder must fill in the Bidding Form, seal with a stamp and sign it, thus confirming the correctness of data specified in the Bidding Form.

If the Bidders submit a joint bid, a group of Bidders may choose to fill in the Bidding Form, seal with a stamp and sign it by all Bidders of the group or a group of Bidders may appoint one Bidder from the group who will fill in, seal with a stamp and sign the Bidding form.

4. ESTABLISHING THE QUALIFICATION OF THE BIDDER

The Bidder shall provide, during the procurement procedure:

Evidence that the Bidder is registered with the competent authority, entered in the relevant register or registered in a court of law of a foreign country where the seat is located.

Note: In the event that the Bidder puts in a bid jointly with other bidders, this evidence should also be submitted for each member of the group. In the event that the Bidder puts in a bid jointly with a Subcontractor, this evidence should also be submitted for the Subcontractor. (If there is more than one Subcontractor, evidence for each of them is required.);

Evidence that the Bidder has not been prohibited by law from conducting business at the time of publishing the invitation to bid.

Evidence, statement proving that the company is not bankrupt and that there are no proceedings against it.

Evidence that the Bidder has paid taxes, contributions and other public dues in accordance with the regulations of a foreign country where the seat is located.

The above evidence shall not exceed two months prior to the bid opening.

Sufficient human resources capacity - The Bidder shall have at least 20 staff, employed for a fixed-term or an indefinite period of time or on another legally allowed basis.

A licence (authorisation) of the responsible contractor of the works for the person who has been entrusted with the task of overseeing the works, issued by the Chamber of Engineers of a country where the Bidder's seat is located.

Energy efficient building license for the responsible professional/structural engineer holding a university degree, granted by the Chamber of Engineers of the state where the contractor has its seat;

Certificate stating that the Contractor has been assessed and proven to have conformed to the standard ISO 9001 or

Certificate stating that the Contractor has been assessed and proven to have conformed to the standard ISO 50001;

Proof is to be provided in the form of a written statement given under full moral, material and criminal responsibility to the effect that the contractor has under its employ at least 20 employees, including those responsible for carrying out works and having the required licenses.

The statement should be accompanied also by copies of valid licenses, granted by the Chamber of Engineers of the state where the contractor has its seat, including copies of requested certificates.

As evidence, a written Statement shall be provided, under full moral, material and criminal responsibility, that at least 30 staff is employed, including the responsible performers having the required licences.

Copies of the valid licences (authorisation) of the responsible work performers shall be provided together with the Statement, issued by the Chamber of Engineers of a country where the Bidder's seat is located.

Evidence that the Bidder has sufficient business capacity

Proof of respective works performed by the company concerned on at least three facilities occupied by a diplomatic representation - embassy, consulate or Ambassador's residence – as renovation or alterations/additions.

The Investor shall not reject a bid as invalid if the bid does not contain a piece of evidence requested by the tender documents in case the Bidder has listed in the bid an internet page where the information requested as the requirement is available to the public.

Evidence proving the fulfilment of these requirements may be submitted as uncertified copies.

If the foreign country where the Bidder's seat is located does not issue the requested evidence, the Bidder, instead of the requested evidence, may declare it in writing under financial and criminal responsibility, the certified copy of which is issued by a court of law or a governmental body, registrar or any other competent authority of that country.

If the Bidder's seat is located in a foreign country, the Investor may request authentication of whether the Bidder's documents proving the fulfilment of the requested conditions have been issued by the competent authorities of that country.

The Bidder shall without delay notify the Investor in writing about any changes concerning the fulfilment of the conditions of procurement procedure, which have occurred prior to the making of decision, or before the signing of the contract or during the validity of the procurement contract, and shall duly document these changes.

5. DECLARATION ON OBTAINING INSURANCE POLICY

for the procurement of works on rehabilitation and repurposing for the existing residential premises to be converted into Embassy offices and for the outbuilding – a house to be converted into the Ambassador’s residence, with the “turn-key” Clause Phase II

WE DECLARE under full moral, material and criminal responsibility that if our bid is selected as the best, and if we start the conclusion of the procurement contract, prior to the commencement of the works, we shall submit to the Investor the insurance policy for the works, workers, equipment and materials, and an insurance policy against damage caused to third parties and goods of third parties for the duration of the works, i.e. pending the handover of the building to the Investor.

Place and date:

L.S.

The Bidder:

**6. DECLARATION ON ACCEPTANCE OF BIDDING REQUIREMENTS BY THE
BIDDER**

WE DECLARE that by submitting the Bid we accept the requirements specified in the Invitation for the procurement of works on rehabilitation and repurposing for the existing diplomatic residence premises to be converted into Embassy offices and for the outbuilding – a house to be converted into the residence of the Ambassador, with the “turnkey” Clause Phase II, as well as all the requirements specified in the Tender Documents, under which we submit our Bid.

We agree that these requirements form an integral part of this contract, which cannot contradict these requirements.

Place and date:

The Bidder:

L.S.

7. MODEL CONTRACT

for “Works to be done to rehabilitate and convert the existing residential premises into Embassy office space and to convert the outbuilding or a house into the residence of the Ambassador, with the “turn-key” Clause Phase II

Signed between

1. **The Embassy of the Republic of Serbia in Ankara**, represented by Ambassador
....., (hereinafter referred to as the **Investor**),

for the one part,

And

2. The company -----

TIN ----- , represented by-----

the Managing Director ----- (hereinafter referred to as the
Architect),

for the other part

The Contracting Parties hereby witness that:

- the contract award procedure for the procurement of high value works on rehabilitation and repurposing of the existing residential premises for use as Embassy office space and of the outbuilding – a house to be used as the Ambassador’s residence, with the “turn-key” Clause Phase II is carried out, pursuant to the Directive on Procurement in the Diplomatic and Consular Missions of the Republic of Serbia

No.716/GS of 20 May 2013 and the Instruction on the Manner of Procurement Execution in the Diplomatic and Consular Missions of the Republic of Serbia No.716-2 /GS of 3 July 2013;

- the Architect submitted the bid (an independent one / a joint one / with the Subcontractor), (**as applicable from the bid**) the bid No.----- of ----- 2017, (**to be filled out** by the Architect), which fully corresponds to the technical specifications from the Tender Documents, enclosed as an Annex to the Contract and making an integral part thereof;
- The Investor chose the Architect/Contractor, pursuant to the Contract Award Decision No. -----of ----- 2017 (**to be filled out by the Investor**), and the bid of the Architect No.----- of ----- 2017 (**to be filled out by the Architect**);
- The Investor made the Contract Award Decision No. of2017, by applying the economically best bid criterion, thus opting for the Architect's bid as the most favourable one.

SUBJECT OF THE CONTRACT

Article 1

- The subject of the present Contract is to regulate mutual rights and obligations regarding the works done on the rehabilitation and repurposing of the existing residential premises for use as Embassy office space and of the outbuilding – a house to be used as the residence of the Ambassador, with the “turn-key” Clause, namely:

- Preparation of project documentation for obtaining building permits, obtaining all necessary documents (approvals, permissions, decisions, etc.), construction craft works, facade woodwork, drainage system and other related works.

The Architect shall provide services and carry out the works referred to in paragraph 1 of this Article, and the Investor shall pay to the Architect the agreed price for it.

Article 2

The Architect shall perform the relevant works fully in accordance with the terms of reference adopted by the Investor and the Architect's accepted bid no ----- of----- 2017, in accordance with the established term of ----- calendar days under Art. 5 hereof,

according to laws, regulations, standards and norms for this type of work, rules of professional technical regulations and specifications.

All works and services referred to in Article 1 above must fully comply with the required quality according to the Technical specifications of the Investor which form an integral part of this Contract.

VALUE OF THE CONTRACT AND TERMS OF PAYMENT

Article 3

The agreed fee is EUR _____ (in letters: _____) excluding VAT.

The agreed fee is without VAT.

The agreed fee shall be fixed and cannot be changed due to higher rates for the elements on which it is determined.

The agreed fee includes the cost of the works and possible services and all other costs that are required to complete the works.

The agreed fee includes the value of all extra and unforeseen works, and precludes the impact of a shortfall in works at the agreed fee, in accordance with the “turn-key” Clause.

Each Contracting Party has the right to request a modification of the agreed fee in the event of changed circumstances or emergencies that have a bearing on the higher rates.

The Investor 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.

Article 4

Payments shall be made into the account held by the Architect, in the following way:

1) Advance payment (up to 40% of the total agreed contract value) amounting to%, of the contract value, i.e. EURexcluding VAT, within 15 days from the date of receiving the advance billing of costs, and after bank guarantee/collateral for the return of the advance payment, be filed;

2) The remainder of the agreed value shall be paid upon delivering temporary and final works or the bill, verified by the responsible person, within 15 days from the date of the official handover of the works or the bill, issued for the works performed.

The Architect waives the calculation of interest for the late payment.

MEANS OF FINANCIAL SECURITY

Article 5

The Architect/Contractor shall submit:

- **A bank guarantee/collateral for advance payment refund** within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee of advance payment refund shall be issued in the amount of the advance payment made, including 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 Architect shall extend the validity period of the bank guarantee of advance payment refund. The Investor shall cash in on the bank guarantee of advance payment refund if the Architect 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 Architect requested an advance payment).**
- **A bank guarantee of good performance**, within 10 days from the date of signing the contract, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee of good performance shall be issued 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 Architect shall extend the validity period of the bank guarantee against good performance. The Investor shall cash in on the bank guarantee of good performance if the Architect fails to fulfil the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.

- **A bank guarantee against error correction within the warranty period**, at the time of the procured goods delivery, which contains the irrevocability clause, which is unconditional and collectable when first requested and without the right of objection. A bank guarantee against error correction within the warranty period shall be issued in the amount of 10% of the contract value excluding VAT, with a validity period exceeding the warranty by 5 days. The Investor shall cash in on the bank guarantee against error correction within the warranty period if the Architect fails to fulfil the warranty obligations within the agreed deadlines and in the manner stipulated by the public procurement contract. If the Architect fails to deliver the bank guarantee within the requested period, the Investor shall cash in on the bank guarantee against good performance.

* Note: In case the above-mentioned means of security do not exist as such 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.

DEADLINE

Article 6

The Architect shall carry out the works specified in Article 1 of the present Contract within --
----- (shall be taken from the accepted bid) **calendar days** from the signing of the Contract and the starting of the works.

OBLIGATIONS OF THE ARCHITECT/CONTRACTOR

Article 7

The Architect shall confirm by the signing of a binding document, the following:

- Before starting the works the Architect shall mark the construction site with an adequate sign, as well as forward to the Investor the insurance policy referred to in Article 4 of the present Contract and the schedule of works.

The Architect is obliged to:

- Indicate, by making a Decision, the responsible Architect and inform the Investor prior to the commencement of the works. The Architect can change the responsible Contractor of the works, and is obliged to inform the Investor without delay on the first workday after the change;

- Respond when invited by the Investor to be introduced to the works;

- Warn in writing the Investor of the deficiencies in the technical documentation, and of the occurrence of unforeseen circumstances of impact on the construction and application of technical documentation (changes in technical regulations, standards and norms of quality after completed technical control, etc.);

- Carry out all the necessary works on the building in accordance with the present Contract, project and technical documentation;

- Secure the construction site and take protection measures, including protection of third parties from the risk of causing damage;

- Keep construction logbook and ledger in order;

- Inform the Investor about everything that is important for the realization of the present Contract without delay and not later than 3 days from the date of knowledge of the facts;

- Hand over to the Investor, upon the completion of the works or termination of the Contract, the Project of works done;

- Withdraw workers, remove the remaining material, equipment, tools and temporary facilities used during works, to clean up the site and the building and handover the building to the Investor, upon the completion of the works.

- Inspect the site in person and become acquainted with the existing building, all the components of the site associated with the execution of the works;

- Take over any mistakes, irregularities or inconsistencies and to correct any inaccuracy or omission which prevents the completed building from being handed over and used;

- From his point of view, responsibly assess the works, their scope, the type and the difficulties associated with all works to be done, and cannot point out additionally any subsequent objections and deficiencies that could affect the agreed fee or extension of the time allotted for the completion of works;

- Carry out all contracted works well and within the deadline specified in the Contract and as set out in the terms and conditions of the Tender Documents;
- Be responsible for the quality of the material used, installed equipment and quality of the works;
- Cooperate in the inspection of construction works done, and in particular to participate in surveying, measuring, quality testing and the like, at the request of the responsible person;
- Comply with existing regulations and observe industrial safety measures in doing the works, and accordingly provide personal protective measures for all workers engaged in the works defined in this Contract;
- Ensure the safety of the building, persons who are on the construction site and around it;
- Participate in the technical acceptance procedure for the building, and the handover of the works;

RIGHTS AND RESPONSIBILITIES OF THE INVESTOR

Article 8

- The Investor shall introduce the Architect to the works to be carried out and provide him unrestricted access to the site.
- Prior to the commencement of the works, the Investor shall submit to the Architect a decision on the appointment of the supervising authority and introduce the Architect to the plan of works.
- While works are in progress, the Investor shall inform the Architect of all the circumstances of importance for the works, give him instructions about the works when asked, and appear in the capacity as Investor before the state authorities and third parties whenever needed.
- Upon completion of works, the Investor shall accept the building as provided for by the present Contract.
- The Investor shall, before starting the works, inform the Architect in writing on the appointment of the Supervising Authority.
- **The Investor shall provide technical supervisory authority during the works.**

Technical supervision shall include: control whether works are done in accordance with the technical documentation; quality control of works and implementation of regulations, standards

and technical norms; control and verification of the amount of the works carried out; checking whether there is evidence of the quality of materials, equipment and installations to be built in; giving instructions to the Architect; cooperation with the Architect to ensure technological and organizational solutions for performing the works and resolving other issues that arise during the construction.

The supervisory authority is authorized to issue orders on behalf of the Investor and make objections to the Architect.

The Investor may revoke any order and remark of the supervisory authority, by written notice to the Architect, and orally in emergencies.

Comments and orders of the supervisory authority shall be recorded in the logbook.

The Architect shall comply with the remarks and orders of the supervisory authority and remedy the deficiencies in the works in respect of which reasonable objections are raised and do so at its own expense. Reasonable objections are considered objections relating to discrepancies in the works in respect to what was contracted.

OBLIGATIONS OF THE RESPONSIBLE ARCHITECT

Article 9

The Responsible Architect shall:

- Ensure that the works are done according to the main project and technical documentation, in accordance with regulations, standards, technical and quality norms applicable to certain types of works, installations and equipment;
- Organize the construction site in a manner that will provide access to the site, ensuring smooth traffic and environmental protection while works are being carried out;
- Ensure the safety of the facility, people who are on the construction site and surrounding areas (adjacent facilities and access roads);
- Provide evidence of the quality of works, built-in materials, installations and equipment;
- See to it that the construction project logbook is kept in order;
- Secure the building and its environ in case of interruption of works.

QUALITY OF BUILT-IN MATERIALS

Article 10

Materials used for the contracted works must correspond to the description of works, technical documentation and technical norms, and the responsibility for their quality is borne by the Architect.

The Architect shall, upon request of the Investor, submit required certificates of the quality of materials, components, parts incorporated into the building, and if necessary, test the quality of the materials with the authorized professional body.

The equipment to be installed in the building shall be purchased by the Architect, with the consent of the Investor, and it must match the technical documentation, technical norms and established standards.

CONTRACTUAL PENALTY

Article 11

If the Architect by his fault fails to fulfil the subject of this Contract within a period specified in Article 6 hereof, the Architect shall pay the Investor the contractual penalty of approximately 2‰ (two per mille) of the contracted fee for each calendar day of the delay, provided that the amount of the so determined contractual penalty cannot exceed 5% (five percent) of the agreed fee.

The Investor shall collect the contractual penalty by reducing the bill specified in the final billing, without the prior consent of the Architect.

WARRANTY PERIOD

Article 12

The warranty period for the performed works is at least 2 years from the handover date of the facility, unless a longer period is legally provided for certain works.

The warranty period for fittings and fixtures is that indicated by the manufacturer and begins to run from the facility handover date.

During the handover of the facility the Architect shall submit to the Investor all warranties for built-in materials and equipment installed including operating instructions.

The Architect shall, within the warranty period, at its own expense, eliminate all defects in the building which occurred because the Architect failed to comply with its obligations in terms of quality of the performed works and built-in materials.

Article 13

The Architect shall remove, within the warranty period, all defects in the performed works, or damage to the building caused by his fault, at his own expense and within a reasonable time determined by the Investor.

FACILITY HANDOVER AND FINAL BILLING

Article 14

Upon completion of the works the Architect shall hand over the facility to the Investor for its possession.

The handover of the facility for possession by the Investor after the agreed period shall be considered a delay in carrying out the works.

The Architect shall notify the Investor of its intent to handover the facility at least 15 days prior to the scheduled handover and, at the same time, inform of the persons who will attend the handover.

The Investor shall, within 10 days of receiving the notice of the intent of handover of the facility, designate a Commission for the facility handover and inform the Architect of the appointment of Commission members.

The Handover Report shall be signed by the authorized representatives of the Investor, the Architect and the supervisory authority.

The Report shall state whether the works were performed according to the Contract, or which works the Architect shall at his own expense improve, repair or re-perform and within which period it should be done; on which issues of a technical nature no agreement was reached between the authorized representatives of the Investor and the Architect; statement on the handover of warranties and certificates, the completion and handover dates.

The Architect shall remove any deficiencies identified during the handover within 15 days from the day of revealing them, otherwise it will be considered that the works are performed at the expiration of the deadline.

Work on the final billing begins right after the handover and is completed within 15 days from the handover date.

The final billing shall include all the works done under the Contract, including unforeseen and subsequent works which the Architect was required or authorized to do, regardless of whether they are covered by temporary work situations.

CONFIDENTIALITY

Article 15

The Architect shall keep business secrets of the Investor.

The Architect shall, within its activities, care about the reputation of the Investor and its activities.

ANNEXES TO THE CONTRACT

Article 16

An integral part of this Contract are:

- Annex 1, Bid of the Architect number _____ of _____ 2017, filed with the Investor under number _____ of _____ 2017;
- Annex 2, Terms of Reference of the Investor;
- Annex 3, Technical Documentation;
- Agreement of the group of Architects (in case of a Joint Bid).

TERMINATION OF THE CONTRACT

Article 17

Either Contracting Party may terminate the present Contract before the expiry of its validity period referred to in Article 6 of the Contract by informing the other Party thereof, in writing.

The Contract shall be terminated within 30 days of receipt of the written notice.

Either Contracting Party shall be entitled to terminate the present Contract in case the other Contracting Party fails to meet the contractual obligations.

FINAL PROVISIONS

Article 18

Having in mind that the Contracting Parties enter into 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 Obligations, Law on Planning and Construction and Special Rules on Construction.

The present Contract shall be subject to 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 by peaceful means.

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 competent Court in Ankara.

Article 19

The Contracting Parties jointly declare that they have read and interpreted 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 Contracting Parties' authorized representatives and the submission of bank guarantee for refund of advance payment and good performance.

Article 20

The present Contract has been drawn up in 6 (six) identical copies, of which 3 (three) shall be reserved for each Contracting Party.

For the Architect

For the Investor

Managing Director

Ambassador

Note: Model contract shall be filled in, authenticated by the seal and signed by the Architect, confirming that he agrees with its contents.

If the bid is submitted by a group of Architects as a joint bid, the Model contract shall be sealed and signed by all members of the group of bidders.

8. TECHNICAL DESCRIPTION

For the works on rehabilitation and repurposing of the existing diplomatic residence to be converted into Embassy premises and of the outbuilding or a house to be used as residence of the Ambassador, with the “turn-key project” Clause Phase II

The former SFR Yugoslavia owned the land covering an area of 8,026.00 m², dating back to 1931 and located between Ataturk Boulevard and Paris Caddesi in Ankara. Three properties - Embassy, Residence and outbuilding (a house) were built on these grounds in 1937.

The Agreement on Succession Issues made the Republic of Serbia owner of two properties (residence and outbuilding) together with the adjacent land. For the purpose of rational use of properties it is planned to convert the existing residence into Embassy premises and also to adapt the outbuilding for use as the new Ambassador’s residence.

The building of the former residence of the total area of 1,200.00 m² has three floors (basement, ground floor and first floor). When repurposing the Residence building for use as Embassy premises, the priority is given not to undermine the representative character of this typical residential building, so that a lounge area on the ground floor retains the original purpose, while office space should be created on the first floor, namely the bedrooms should be turned into offices.

It is envisaged that in the first phase of works in Ankara, the kitchen block, located in the basement, becomes the Embassy Consular Section (the counter-hall, waiting room, area for taking biometric data) with a separate entrance. The establishment of the Consular Section would enable the facility to fully perform the functions of an Embassy.

Residential building (a house) of 240.00 m² has two floors (ground floor and first floor). Currently, only one apartment of 60.00 m² is used on the first floor, while the remaining space is not in use (another apartment on the same floor, the club room with a bathroom and a kitchen on the ground floor).

The said building is in poor and neglected condition, and therefore to create a residence in this area requires a complete interior renovation with the replacement of carpentry, repair of installations, heating system, facades and dilapidated roof.

It is envisaged that in the first phase the facility as a whole be put into use by carrying out interior adaptation works, while the second phase will include rehabilitation works on the roof and facade.

9. TYPE AND DESCRIPTION OF THE CONTRACTED WORKS

Works to repair the roof and facade of the Embassy building (former residence) and of the residence (residential premises) of the Republic of Serbia in Ankara, with the “turn-key project” Clause Phase II

The former SFR Yugoslavia owned the land covering an area of 8,026.00 m², dating back to 1931 and located between Ataturk Boulevard and Paris Caddesi traffic routes in Ankara. Three properties - Embassy, residence and outbuilding (a house) were built on these grounds in 1937.

The Agreement on Succession Issues made the Republic of Serbia owner of two properties (residence and outbuilding) together with the adjacent land. For the purpose of rational use of properties it is planned to convert the existing residence into Embassy premises and also to adapt the outbuilding for use as the new Ambassador's residence.

The building of the former residence needs to be adapted for use as Embassy premises. It is of the total area of 1,200.00 m² and has three floors (basement, ground floor and first floor), consisting of offices on the first floor, lounge area on the ground floor and a technical floor with a janitor's apartment in the basement. At stage one of the works, the kitchen block in the basement should be reconstructed and transformed into office space, namely a Consular Section with a separate entrance, while stage two will imply repairs to the roof and façade, as per survey annexed hereto.

Residential building (a house) of 240.00 m² has two floors (ground floor and first floor). Its base area is 120 sq. metres and consists of two housing units upstairs, a garage and club area with a bathroom and a kitchen on the ground floor. Currently, only one apartment of 60.00 m² is

used on the first floor, while the remaining space is not in use (another apartment on the same floor, the club room with a bathroom and a kitchen on the ground floor).

The said building is in poor and neglected condition, and therefore to create a residence in this area requires a complete interior renovation with the replacement of carpentry, repair of installations, heating system, facades and dilapidated roof.

It is envisaged at stage one to put the facility as a whole to use by carrying out interior adaptation works, while stage two will include repair works on the roof and façade as per survey annexed hereto

The Embassy of the Republic of Serbia – Bill Of Quantities

NO	Description of Item	Unit	Total Quantity	Unit Price (EUR)	Total Price (EUR)
1	2	3	4	5	6
Embassy roof and Facade Renovation Works					
1.1.	Roofing tile – ridge – water stream and sheet metal works.	m2	5000,00		
1.2.	Timber layer for covering.	m3	5,00		
1.3.	Water isolation.	m2	550,00		
1.4.	Heat isolation – 14cm foiled – 40kg/m3	m2	540,00		
1.5.	Removal of old materials from the roof.	Nos	1,00		
1.6.	Renovation and painting of facade (Scaffolding installation – plaster application with mesh – mineral coating – and 2 layers painting).	m2	1.180,00		
1.7.	Additional work 5%				
TOTAL:					
Residence Roof and Facade Renovation Works					
2.1.	Roofing tile – ridge – water stream and sheet metal works.	m2	340,00		
2.2.	Timber layer for covering.	m3	2,00		
2.3.	Water isolation.	m2	380,00		
2.4.	Heat isolation – 14cm foiled – 40kg/m3	m2	370,00		

2.5.	Removal of old materials from the roof.	Nos	1,00		
2.6.	Renovation and painting of façade (Scaffolding installation – plaster application with mesh – mineral coating – and 2 layers painting).	m2	720,00		
2.7.	Additional work 5%				
TOTAL:					
GRAND TOTAL:					