



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНАТА СРБИЈЕ

SHORT FORM
of Contract

KRATKA FORMA
Ugovora

AGREEMENT
UGOVOR

GENERAL CONDITIONS
OPŠTI USLOVI

RULES FOR ADJUDICATION
PRAVILA ZA REŠAVANJE SPOROVA

NOTES FOR GUIDANCE
SAVETODAVNE NAPOMENE

Original Title:
Short Form of Contract

(ISBN 2-88432-024-5 First Edition 1999)

FIDIC does not endorse any translation; in particular FIDIC does not make any engagement or take on any liability concerning a translation's completeness, correctness or adequacy for any purpose. Any such engagement or liability will only be for the account of the translator or the publisher of the translated document.

Without derogating from the Provisions of Sub-Clause 1.4 of these Conditions of Contract as to the designation in any contract of any specified language as the "ruling language", for the purposes of such contract the version in English of the present Conditions shall be considered as the official and authentic text for the purposes of translation thereof into any other language. Thus, in case of any dispute, parties should remember that FIDIC considers only the text in English of these Conditions of Contract to be the authentic one.

SARADNIK REVIEWED BY
Srđan Topalović *Srđan Topalović*

IZDAVAČ PUBLISHER
ACES ACES
Kajmakčalanska 61, Beograd Kajmakčalanska 61, Beograd
Tel/Faks: +381 11/3808 861 Tel/Faks: +381 11/3808 861
www.aces.rs www.aces.rs
office@aces.rs office@aces.rs

DIREKTOR I GLAVNI DIRECTOR AND
I ODGOVORNI UREDNIK EDITOR IN-CHIEF
Nikola Matić *Nikola Matić*

© FIDIC 2011 Sva prava zadržana.

Nosilac autorskih prava na ovaj dokument je Međunarodna federacija inženjera konsultanata (International Federation of Consulting Engineers – FIDIC). ACES reprodukuje i distribuira ovaj dokument sa odobrenjem FIDIC-a.

Zakoniti kupac nekog ugovora FIDIC ili nekog drugog dokumenta ima pravo da izradi jedan primerak propisno kupljenog ugovora ili dokumenta za njegovu odnosno njenu ličnu i privatnu upotrebu. Inače, nijedan deo ove publikacije ne sme se reprodukovati, prevesti, adaptirati, uneti u sistem za pronalaženje podataka ili prenositi, u bilo kom obliku ili na bilo koji način, mehaničkim, elektronskim, magnetnim putem, fotokopiranjem, snimanjem ili na neki drugi način, bez prethodnog odobrenja FIDIC-a u pisanoj formi. Molimo da zahteve za takva odobrenja uputite na sledeću adresu:
FIDIC, Case 3112, CH-1215 Geneva 15, Switzerland;
fax. +41 22 799 49 01, e-mail: fidic@fidic.org.

Dodatni primerci mogu se dobiti od FIDIC-a (na www.fidic.org/bookshop ili kako je gore navedeno) ili od Udruženja inženjera konsultanata (ACES), Kajmakčalanska 61, Beograd; Srbija; tel: +381 11 3808 861; fax: +381 11 3808 861 e-mail: office@aces.rs

FIDIC smatra originalnu englesku verziju ovog dokumenta za jedinu autentičnu i ne preuzima odgovornost za kompletnost, tačnost, prikladnost i sl. ovog prevoda na srpski jezik za bilo koju svrhu korišćenja ovog dokumenta.

© FIDIC 2011 All rights reserved.

The Copyright owner of this document is the International Federation of Consulting Engineers – FIDIC. This document is reproduced and distributed by ACES with FIDIC's permission.

The lawful purchaser of a FIDIC contract or other document has the right to make a single copy of the duly purchased contract or document for his or her personal and private use. Otherwise, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC. To request such permission, please contact FIDIC, Case 311, CH-1215 Geneva 15, Switzerland; fax. +41 22 799 49 01, e-mail: fidic@fidic.org.

Additional copies can be obtained from FIDIC (at www.fidic.org/bookshop or as above) or from Association of Consulting Engineers of Serbia (ACES), Kajmakčalanska 61, Belgrade, Serbia; tel: +381 11 3808 861; fax: +381 11 3808 861 e-mail: office@aces.rs

FIDIC considers the original, English, version of this document as the authentic one and assumes no liability whatsoever for the completeness, correctness, adequacy or otherwise of the translation in the Serbian for any use to which this document may be put.

Opšti pregled sadržaja

Table of Contents

Predgovor	6-7	Foreword
SPORAZUM	8-9	AGREEMENT
PRILOG	10-11	APPENDIX
Deo I		Part I
OPŠTI USLOVI	17	GENERAL CONDITIONS
Sadržaj	18-19	Contents
Deo II		Part II
POSEBNI USLOVI	45	PARTICULAR CONDITIONS
Pravila za rešavanje sporova	46-45	Rules for Adjudication
Savetodavne napomene	56-57	Notes for Guidance

Poštovani korisnici,

Ovo je prvo izdanje tzv. *Zelene knjige* u izdanju *Udruženja inženjera konsultanata Srbije (ACES)* na srpskom govornom području.

Prethodno izdanje ove knjige publikovano je 2008. godine u organizaciji MACE d.o.o. Beograd, dela britanske konsalting kompanije *Mace Group*, koja je bila nosilac izdavačke licence FIDIC-a za srpsko jezičko područje i koja je uložila veliki trud u značajnom poslu približavanja i boljeg razumevanja prakse FIDIC ugovaranja građevinskom sektoru u Srbiji.

MACE d.o.o. Beograd je angažovao svoje kapacitete na pripremi ove i drugih knjiga iz FIDIC kataloga u trenutku kada u Srbiji još nije bio osnovan ACES kao srpsko nacionalno udruženje inženjera konsultanata.

Ovom prilikom ACES se zahvaljuje MACE d.o.o. Beograd na dosadašnjem izuzetnom doprinosu u ovoj oblasti.

Danas su prava na publikaciju FIDIC izdanja preneti na ACES u skladu sa politikom da autorska prava za štampanje svojih izdanja FIDIC daje isključivo nacionalnim udruženjima inženjera konsultanata koja su članovi FIDIC organizacije.

Ovo izdanje predstavlja revidovano prvo izdanje *Zelene knjige* iz 2008. godine, kada je nosilac autorskih prava bio MACE, u kojem su otklonjene tehničke greške kao i nepreciznosti u prevodu.

Delom je izmenjena i terminologija izraza koji su se do sada koristili i načinjen je napor da se diskutabilna tumačenja svedu na minimum a termini koji se koriste budu razumljivi najširem auditorijumu.

Izdavač

Beograd, avgust 2011

Dear users,

This is the first edition of the so-called *Green Book* in Serbian language published by the *Association of Consulting Engineers of Serbia (ACES)*.

Previous edition of this book in Serbian language was published in 2008 by Mace d.o.o. Belgrade, part of the well known British consulting company MACE Group, holder of FIDIC publishing license for editions in Serbian language until now. MACE d.o.o. made a significant effort in establishment and better understanding of FIDIC standards in the construction sector in Serbia.

MACE d.o.o. Belgrade engaged its resources in preparation of this and other books from FIDIC catalogue at the time when ACES as Serbian national association of consulting engineers did not exist.

ACES is taking this opportunity to express its gratitude to MACE d.o.o. Belgrade for its outstanding contribution in this area.

Today, the license for publishing FIDIC books in Serbian language is transferred to ACES in accordance with FIDIC policy to issue such licenses only to national associations of consulting engineers which are FIDIC members.

This edition is the revision of the first edition of *Green Book* published in 2008 under MACE d.o.o. Belgrade FIDIC license, but with noticed technical and translation imperfections removed.

The terminology of used expressions was partially changed too, and an effort was made to minimize debatable comprehension and to make the used expressions understandable to a wide audience.

Publisher

Belgrade, August 2011

PREDGOVOR

Ove uslove ugovaranja pripremila je Međunarodna federacija inženjera konsultanata (FIDIC) i oni se preporučuju za tehničke i građevinske radove relativno male kapitalne vrednosti. Međutim, zavisno od vrste radova i okolnosti, ovi uslovi mogu da budu prikladni i za ugovore veće vrednosti. Smatraju se možda najprikladnijim za prilično jednostavne ili ponavljajuće radove ili kratkotrajne radove za koje nisu potrebni specijalizovani podizvođači.

Naša glavna namera bila je da izradimo jedan jednostavan, fleksibilan dokument koji sadrži sve bitne komercijalne odredbe i koji može da se koristi za sve vrste tehničkih i građevinskih radova po raznim administrativnim aranžmanima. Po uobičajenim aranžmanima za ovu vrstu ugovora, Izvođač izvodi radove po projektima Investitora ili njegovog predstavnika (eventualnog), s tim što ova forma takođe može da bude prikladna za ugovor koji obuhvata delimično ili u celini radove iz oblasti niskogradnje, mašinstva, elektrotehnike i/ili visokogradnje.

Pored toga, investitor ima izbor načina procene. Uz to, iako se ne pominje nepristrasni nadzorni organ (Engineer), investitor, ako želi da to učini, može da angažuje nekog nezavisnog nadzornog organa koji bi nepristrasno delovao.

Ova forma se preporučuje za opštu upotrebu, mada se može ukazati potreba za izmenama zbog zahteva izvesnih pravosudnih sistema. FIDIC smatra zvaničnim i autentičnim tekstom verziju na engleskom jeziku.

Naša namera je bila da se svi potrebni podaci unesu u prilog ugovora, koji sadrži ponudu učesnika u tenderu i njeno prihvatanje u jednom jednostavnom dokumentu. Predviđeno je da opšti uslovi pokriju većinu ugovora. Ipak, korisnici bi mogli da unesu posebne uslove ako žele da regulišu posebne slučajeve ili okolnosti. Opšti uslovi skupa sa posebnim uslovima sačinjavaju uslove kojim se regulišu prava i obaveze ugovornih strana.

U želji da pomognemo u pripremi tenderske dokumentacije, pripremili smo i savetodavne napomene. Te napomene ne mogu da postanu sastavni deo ugovora. I na kraju, uneli smo i relevantna pravila za rešavanje sporova.

Korisnicima skrećemo pažnju na FIDIC-ovu publikaciju "Postupak podnošenja tendera", koja predstavlja sistematski pristup izboru ponuđača i proceni njihovih ponuda.

FOREWORD

These Conditions of Contract have been prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) and are recommended for engineering and building work of relatively small capital value. However, depending on the type of work and the circumstances, the Conditions may be suitable for contracts of greater value. They are considered most likely to be suitable for fairly simple or repetitive work or work of short duration without the need for specialist sub-contracts.

The main aim has been to produce a straightforward flexible document which includes all essential commercial provisions and which may be used for all types of engineering and building work with a variety of administrative arrangements. Under the usual arrangements for this type of contract, the Contractor constructs the Works in accordance with design provided by the Employer or by his representative (if any). However, this form may also be suitable for contracts which include, or wholly comprise, contractor-designed civil, mechanical and/or electrical works.

In addition, the Employer has a choice of valuation methods. Furthermore, although there is no reference to an impartial Engineer, the Employer may appoint an independent Engineer to act impartially, should he wish to do so.

The form is recommended for general use, though modifications may be required in some jurisdictions. FIDIC considers the official and authentic text to be the version in the English language.

The intention is that all necessary information should be provided in the Appendix to the Agreement, the latter incorporating the tenderer's offer and its acceptance in one simple document. The General Conditions are expected to cover the majority of contracts. Nevertheless, users will be able to introduce Particular Conditions if they wish, to cater for special cases or circumstances. The General Conditions and the Particular Conditions will together comprise the Conditions governing the rights and obligations of the parties.

To assist in the preparation of tender documents using these Conditions, Notes for Guidance are included. These Notes will not become one of the documents forming the Contract. Finally, applicable Rules for Adjudication are also included.

The attention of users is drawn to the FIDIC publication "Tendering Procedure", which presents a systematic approach to the selection of tenderers and the obtaining and evaluation of tenders.



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНАТА СРБИЈЕ

SHORT FORM
of Contract

KRATKA FORMA
Ugovora

GENERAL CONDITIONS
OPŠTI USLOVI

Sadržaj

Contents

DEO 1: OPŠTI USLOVI		PART 1: GENERAL CONDITIONS	
20.	Opšte odredbe	1	General Provisions. 21
	Definicije	1.1	Definitions
	Tumačenje	1.2	Interpretation
	Prioritet dokumentacije	1.3	Priority of Documents
	Merodavno pravo	1.4	Law
	Komunikacije	1.5	Communications
	Zakonske obaveze	1.6	Statutory Obligations
24.	Naručilac	2	The Employer. 25
	Obezbeđenje gradilišta	2.1	Provision of Site
	Dozvole i licence	2.2	Permits and Licences
	Uputstva Naručioca	2.3	Employer's Instructions
	Odobrenja	2.4	Approvals
24	Predstavnik Naručioca	3	Employer's Representative. 25
	Ovlašćeno lice	3.1	Authorized Person
	Predstavnik Naručioca	3.2	Employer's Representative
26	Izvođač	4	The Contractor. 27
	Opšte obaveze	4.1	General Obligations
	Predstavnik Izvođača	4.2	Contractor's Representative
	Podugovaranje	4.3	Subcontracting
	Sredstvo obezbeđenja za dobro izvršenje posla	4.4	Performance Security
26.	Projektovanje od strane Izvođača	5	Design by Contractor. 27
	Projekti Izvođača	5.1	Contractor's Design
	Odgovornost za projekte	5.2	Responsibility for Design
28	Odgovornosti Naručioca	6	Employer's Liabilities. 29
	Odgovornosti Naručioca	6.1	Employer's Liabilities
30	Rok za Završetak	7	Time for Completion. 30
	Izvođenje Radova	7.1	Execution of the Works
	Program	7.2	Programme
	Produženje roka	7.3	Extension of Time
	Zakasneli završetak	7.4	Late Completion
30.	Primopredaja	8	Taking-Over. 31
	Završetak	8.1	Completion
	Obaveštenje o primopredaji	8.2	Taking-Over Notice
32	Otklanjanje nedostataka	9	Remedying Defects 33
	Otklanjanje nedostataka	9.1	Remedying Defects
	Otkrivanje i ispitivanje	9.2	Uncovering and Testing

32	Izmene i Zahtevi	10	Variations and Claims	33
	Pravo na Izmene	10.1	Right to Vary	
	Vrednovanje Izmene	10.2	Valuations of Variations	
	Blagovremeno upozorenje	10.3	Early Warning	
	Pravo na Zahtev	10.4	Right to Claim	
	Postupak Izmene i Zahteva	10.5	Variation and Claim Procedure	
34	Ugovorna cena i plaćanje	11	Contract Price and Payment	35
	Vrednovanje Radova	11.1	Valuation of the Works	
	Mesečni obračun	11.2	Monthly Statements	
	Privremene situacije	11.3	Interim Payments	
	Isplata prve polovine Garantnog depozita	11.4	Payment of First Half of Retention	
	Isplata druge polovine Garantnog depozita	11.5	Payment of Second Half of Retention	
	Okončana situacija	11.6	Final Payment	
	Valuta	11.7	Currency	
	Kašnjenje u plaćanju	11.8	Delayed Payment	
36	Neizvršenje obaveza	12	Default	37
	Neizvršenje od strane Izvođača	12.1	Default by Contractor	
	Neizvršenje od strane Naručioca	12.2	Default by Employer	
	Nesolventnost	12.3	Insolvency	
	Plaćanje po raskidu	12.4	Payment upon Termination	
38	Rizik i Odgovornost	13	Risk and Responsibility	39
	Izvođačevo staranje o Radovima	13.1	Contractor's Care of the Works	
	Viša Sila	13.2	Force Majeure	
40	Osiguranje	14	Insurance	41
	Pokriće	14.1	Extent of Cover	
	Aranžmani osiguranja	14.2	Arrangements	
	Propust da se izvrši osiguranje	14.3	Failure to Insure	
42	Rešavanje sporova	15	Resolution of Disputes	43
	Adjudikacija	15.1	Adjudication	
	Obaveštenje o nezadovoljstvu	15.2	Notice of Dissatisfaction	
	Arbitraža	15.3	Arbitration	