



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНТА СРБИЈЕ

Conditions of Contract for PLANT and DESIGN-BUILD

Uslovi ugovaranja za POSTROJENJE I PROJEKTOVANJE-IZGRADNJU

FOR ELECTRICAL AND MECHANICAL WORKS AND FOR BUILDING AND
ENGINEERING WORKS DESIGNED BY THE CONTRACTOR

ZA ELEKTROTEHNIČKE I MAŠINSKE RADOVE I ZA GRAĐEVINSKE I OSTALE
TEHNIČKE RADOVE PO PROJEKTU IZVOĐAČA

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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

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I ODGOVORNI UREDNIK EDITOR IN-CHIEF
Nikola Matić *Nikola Matić*

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Poštovani korisnici

Prvo izdanje tzv. *Žute knjige* u režiji *Udruženja inženjera konsultanata Srbije (ACES)* na srpskom govornom području objavljeno je u avgustu 2011. godine u skladu sa politikom FIDIC-a da autorska prava za štampanje svojih izdanja daje isključivo nacionalnim udruženjima inženjera konsultanata koja su članovi FIDIC organizacije.

Ovom prilikom želimo da vas obavestimo da FIDIC priprema nova izdanja postojeće palete svojih knjiga u skoroj budućnosti.

Do tada, nadamo se da će ovo izdanje *Žute knjige* ispuniti vaša očekivanja i biti vam od velike koristi u svakodnevnom radu.

Izdavač

Beograd, februar 2017.

Dear users,

The first edition of so-called Yellow Book in Serbian language was published by the Association of Consulting Engineers of Serbia (ACES) in August 2011 in accordance with FIDIC policy to issue such licenses only to national associations of consulting engineers which are FIDIC members.

Hereby we would also like to inform you that FIDIC is preparing new editions of its existing publications in the near future.

Until then, we believe that this edition of Yellow Book will fulfill your expectations and be of value to you in your everyday work.

Publisher

Belgrade, February 2017

PREDGOVOR

Međunarodna federacija inženjera konsultanata (FIDIC) objavila je 1999. godine prva izdanja četiri nova standardna obrasca ugovora:

Uslovi ugovaranja za građevinske radove, koji se preporučuju za građevinske i ostale tehničke radove po projektu Naručioca ili njegovog predstavnika, Rukovodioca izgradnje. Po uobičajenim aranžmanima za ovakvu vrstu ugovora, Izvođač izvodi radove u skladu sa projektima obezbeđenim od strane Naručioca. Međutim, u radovima se mogu naći i neki elementi iz oblasti niskogradnje, mašinstva, elektrotehnike i/ili visokogradnje po projektima Izvođača.

Uslovi ugovaranja za postrojenja i projektovanje-izgradnju, koji se preporučuju za izgradnju elektrotehničkih i/ili mašinskih postrojenja i za projektovanje i izvođenje građevinskih ili tehničkih radova. Po uobičajenim aranžmanima za ovakvu vrstu ugovora, Izvođač projektuje i obezbeđuje, u skladu sa zahtevima Naručioca, postrojenje i/ili druge radove, koji mogu da uključe bilo koju kombinaciju radova iz oblasti niskogradnje, mašinstva, elektrotehnike i/ili visokogradnje.

Uslovi ugovaranja za PNI(projektuj-nabavi-izgradi)/ključ u ruke projekte, koji mogu biti prikladni za izgradnju tehnoloških postrojenja ili elektrana, fabrika ili sličnih objekata ili infrastrukturnih projekata ili nekih drugih postrojenja, gde (i) je potrebna veća izvesnost u pogledu konačne cene i potrebnog vremena i (ii) Izvođač preuzima obavezu projektovanja i izvođenja radova uz malo učešće Naručioca. Po uobičajenim aranžmanima za projekte ključ u ruke, Izvođač na sebe preuzima u celini projektovanje, nabavke i izgradnju (PNI) i obezbeđuje potpuno opremljeni objekat koji je spreman za rad (po predaji "ključa u ruke").

Kratka forma ugovora, koja se preporučuje za građevinske ili tehničke radove relativno male kapitalne vrednosti. Zavisno od vrste radova i okolnosti, ova forma takođe može da bude prikladna i za ugovore većih vrednosti, naročito u slučaju relativno jednostavnih i ponavljajućih radova ili kratkotrajnih radova. Po uobičajenim aranžmanima za ovu vrstu ugovora, Izvođač izvodi radove po projektima Naručioca ili njegovog predstavnika (eventualnog), s tim što ova forma takođe može da bude prikladna za ugovor koji obuhvata delimično ili u celini od Izvođača projektovane radove iz oblasti niskogradnje, mašinstva, elektrotehnike i/ili visokogradnje.

Ove forme se preporučuju za opštu primenu u ponudama na međunarodnoj osnovi. Izmene mogu biti potrebne u nekim jurisdikcijama i to naročito ako se Uslovi primenjuju na domaće ugovore. FIDIC smatra zvaničnim i autentičnim tekstove napisane na engleskom jeziku.

U pripremi ovih uslova Ugovora za postrojenja i projektovanje-izgradnju, autori su imali u vidu činjenicu da pored mnogih opšte primenljivih tačaka, postoje i neke koje iziskuju izmene radi usklađivanja sa okolnostima relevantnim za konkretni ugovor. Tačke koje se smatraju primenljivim na mnoge (ali ne i na sve) ugovore unete su u Opšte uslove da bi se olakšalo njihovo unošenje u svaki ugovor.

Opšti uslovi i Posebni uslovi zajedno čine Ugovorne uslove koji regulišu prava i obaveze ugovornih strana. Potrebno je da se pripreme Posebni uslovi za svaki ugovor pojedinačno i da se uzmu u obzir tačke iz Opštih uslova koje pominju Posebne uslove.

Za potrebe ove publikacije, Opšti uslovi su pripremljeni na bazi sledećeg:

- (i) privremena plaćanja u odnosu na paušalnu Ugovornu cenu vrše sa kako napreduju radovi i to obično u ratama predviđenim u Planu plaćanja;
- (ii) ako tekst Opštih uslova iziskuje dalje podatke, tada se (osim ako nije toliko opisan da bi

FOREWORD

The Fédération Internationale des Ingénieurs-Conseils (FIDIC) published, in 1999, First Editions of four new standard forms of contract:

Conditions of Contract for Construction,

which are recommended for building or engineering works designed by the Employer or by his representative, the Engineer. Under the usual arrangements for this type of contract, the Contractor constructs the works in accordance with a design provided by the Employer. However, the works may include some elements of Contractor-designed civil, mechanical, electrical and/or construction works.

Conditions of Contract for Plant and Design-Build,

which are recommended for the provision of electrical and/or mechanical plant, and for the design and execution of building or engineering works. Under the usual arrangements for this type of contract, the Contractor designs and provides, in accordance with the Employer's requirements, plant and/or other works; which may include any combination of civil, mechanical, electrical and/or construction works.

Conditions of Contract for EPC/Turnkey Projects,

which may be suitable for the provision on a turnkey basis of a process or power plant, of a factory or similar facility, or of an infrastructure project or other type of development, where (i) a higher degree of certainty of final price and time is required, and (ii) the Contractor takes total responsibility for the design and execution of the project, with little involvement of the Employer. Under the usual arrangements for turnkey projects, the Contractor carries out all the Engineering, Procurement and Construction (EPC): providing a fully-equipped facility, ready for operation (at the "turn of the key").

Short Form of Contract,

which is recommended for building or engineering works of relatively small capital value. Depending on the type of work and the circumstances, this form may also be suitable for contracts of greater value, particularly for relatively simple or repetitive work or work of short duration. Under the usual arrangements for this type of contract, the Contractor constructs the works in accordance with a design provided by the Employer or by his representative (if any), but this form may also be suitable for a contract which includes, or wholly comprises, Contractor-designed civil, mechanical, electrical and/or construction works.

The forms are recommended for general use where tenders are invited on an international basis. Modifications may be required in some jurisdictions, particularly if the Conditions are to be used on domestic contracts. FIDIC considers the official and authentic texts to be the versions in the English language.

In the preparation of these Conditions of Contract for Plant and Design-Build, it was recognised that, while there are many sub-clauses which will be generally applicable, there are some sub-clauses which must necessarily vary to take account of the circumstances relevant to the particular contract. The sub-clauses which were considered to be applicable to many (but not all) contracts have been included in the General Conditions, in order to facilitate their incorporation into each contract.

The General Conditions and the Particular Conditions will together comprise the Conditions of Contract governing the rights and obligations of the parties. It will be necessary to prepare the Particular Conditions for each individual contract, and to take account of those sub-clauses in the General Conditions which mention the Particular Conditions.

For this publication, the General Conditions were prepared on the following basis:

- (i) interim payments, in respect of the lump sum Contract Price, will be made as work proceeds, and will typically be based on instalments specified in a schedule;

- morao da se detaljno prikaže u Zahtevima Naručioca), u tački navodi da se ovi podaci nalaze u Prilogu uz ponudu, a te podatke propisuje Naručilac ili ih unosi Ponuđač;
- (iii) kada tačka Opštih uslova reguliše neko pitanje na koje se verovatno mogu primeniti različite odredbe za različite ugovore, principi kojim su se autori rukovodili pri sastavljanju te tačke bili su:
- (a) za korisnike bi bilo pogodnije ako bi se neke odredbe koje ne žele da primene mogle jednostavno izbrisati ili ne primeniti, nego da se piše dodatni tekst (u Posebnim uslovima), jer Opšti uslovi nisu predvideli njihove zahteve; ili
- (b) u ostalim slučajevima, kada se primena (a) smatra neprikladnom, tačka sadrži odredbe koje se smatraju primenljivim na većinu ugovora.

Na primer, tačka 14.2 [Avansno plaćanje] uključena je zbog pogodnosti, a ne zbog neke politike FIDIC-a u vezi sa tim. Ova tačka je neprimenljiva (čak i ako nije izbrisana) ako bude zanemarena time što nije preciziran iznos avansnog plaćanja. Stoga bi valjalo voditi računa o tome da neke odredbe Opštih uslova možda nisu prikladne za naizgled tipične ugovore.

Dalji podaci o ovim aspektima, primer teksta za ostale aranžmane, ostala objašnjenja i primer teksta za pomoć u pripremi Posebnih uslova, kao i ostala dokumentacija za pripremu ponuda, dati su u ovoj publikaciji u Smernicama za pripremu Posebnih uslova. Pre unošenja bilo kakvog uzornog teksta, potrebno je da se on proveri da bi se utvrdilo da li je on u celini prikladan pod konkretnim okolnostima. Ako nije, onda se moraju vršiti izmene.

U slučaju izmena uzornog teksta i u svim slučajevima vršenja drugih izmena i dopuna, mora se voditi računa o tome da ne dođe do bilo kakve dvosmislenosti, kako u Opštim uslovima, tako i između tačaka Posebnih uslova. Neophodno je da se svi ovi zadaci vezani za pripremu i celokupna priprema dokumentacije ponude, povere licima koja su stručno osposobljena sa aspekta ugovaranja, tehnike i nabavke.

Ova publikacija se završava uzornim obrascima Pisma Ponude, Priloga uz Ponudu (sa listom za proveru tačaka koje se odnose na njega), Ugovornog sporazuma i alternativa Sporazuma o rešavanju sporova. Ovaj Sporazum o rešavanju sporova daje formulaciju teksta sporazuma između Naručioca, Izvođača i lica koje je imenovano za isključivog adjudikatora ili za člana tročlanog odbora, i sadrži poziv na odredbe Priloga Opštih uslova.

FIDIC namerava da objavi vodič za primenu Uslova ugovaranja za građevinske radove, za izgradnju, postrojenje i projektovanje-izgradnju i projekte ključ u ruke. Još jednu relevantnu FIDIC-ovu publikaciju predstavlja "Tenderski postupak", koja daje sistematski prikaz pristupa izboru ponuđača i dobijanju i proceni ponuda.

Radi razjašnjenja redosleda ugovornih aktivnosti, korisnike upućujemo na grafikone na sledeće dve stranice i na niže navedene tačke (neki brojevi tačaka navedeni su i na grafikonima). Grafikonu su ilustrativni i ne mogu se uzimati u obzir pri tumačenju ugovornih uslova.

1.1.3.1 i 13.7	Osnovni datum	1.1.3.5 i 10.1	Potvrda o preuzimanju
1.1.3.2 i 8.1	Datum početka	1.1.3.6 i 12.1	Ispitivanje nakon završetka (eventualno)
1.1.6.6 i 4.2	Garancija za dobro izvršenje posla	1.1.3.7 i 11.1	Rok za prijavu nedostataka (sa produženjem po 11.3)
1.1.4.7 i 14.3	Privremene situacije	1.1.3.8 i 11.9	Potvrda o dobro izvršenom poslu
1.1.3.3 i 8.2	Rok za završetak (sa produženjem po 8.4)	1.1.4.4 i 14.13	Okončana situacija
1.1.3.4 i 9.1	Ispitivanje po završetku		

- (ii) if the wording in the General Conditions necessitates further data, then (unless it is so descriptive that it would have to be detailed in the Employer's Requirements) the sub-clause makes reference to this data being contained in the Appendix to Tender, the data either being prescribed by the Employer or being inserted by the Tenderer;
- (iii) where a sub-clause in the General Conditions deals with a matter on which different contract terms are likely to be applicable for different contracts, the principles applied in writing the sub-clause were:
 - (a) users would find it more convenient if any provisions which they did not wish to apply could simply be deleted or not invoked, than if additional text had to be written (in the Particular Conditions) because the General Conditions did not cover their requirements; or
 - (b) in other cases, where the application of (a) was thought to be inappropriate, the sub-clause contains the provisions which were considered applicable to most contracts.

For example, Sub-Clause 14.2 [*Advance Payment*] is included for convenience, not because of any FIDIC policy in respect of advance payments. This Sub-Clause becomes inapplicable (even if it is not deleted) if it is disregarded by not specifying the amount of the advance. It should therefore be noted that some of the provisions contained in the General Conditions may not be appropriate for an apparently-typical contract.

Further information on these aspects, example wording for other arrangements, and other explanatory material and example wording to assist in the preparation of the Particular Conditions and the other tender documents, are included within this publication as Guidance for the Preparation of the Particular Conditions. Before incorporating any example wording, it must be checked to ensure that it is wholly suitable for the particular circumstances; if not, it must be amended.

Where example wording is amended, and in all cases where other amendments or additions are made, care must be taken to ensure that no ambiguity is created, either with the General Conditions or between the clauses in the Particular Conditions. It is essential that all these drafting tasks, and the entire preparation of the tender documents, are entrusted to personnel with the relevant expertise, including the contractual, technical and procurement aspects.

This publication concludes with example forms for the Letter of Tender, the Appendix to Tender (providing a checklist of the sub-clauses which refer to it), the Contract Agreement, and alternatives for the Dispute Adjudication Agreement. This Dispute Adjudication Agreement provides text for the agreement between the Employer, the Contractor and the person appointed to act either as sole adjudicator or as a member of a three-person dispute adjudication board; and incorporates (by reference) the terms in the Appendix to the General Conditions.

FIDIC intends to publish a guide to the use of its Conditions of Contract for Construction, for Plant and Design-Build, and for EPC/Turnkey Projects. Another relevant FIDIC publication is "Tendering Procedure", which presents a systematic approach to the selection of tenderers and the obtaining and evaluation of tenders.

In order to clarify the sequence of Contract activities, reference may be made to the charts on the next two pages and to the Sub-Clauses listed below (some Sub-Clause numbers are also stated in the charts). The charts are illustrative and must not be taken into consideration in the interpretation of the Conditions of Contract

1.1.3.1 & 13.7	Base Date	1.1.3.5 & 10.1	Taking-Over Certificate
1.1.3.2 & 8.1	Commencement Date	1.1.3.6 & 12.1	Tests after Completion (if any)
1.1.6.6 & 4.2	Performance Security	1.1.3.7 & 11.1	Defects Notification Period (as extended under 11.3)
1.1.4.7 & 14.3	Interim Payment Certificate	1.1.3.8 & 11.9	Performance Certificate
1.1.3.3 & 8.2	Time for Completion (as extended under 8.4)	1.1.4.4 & 14.13	Final Payment Certificate
1.1.3.4 & 9.1	Tests on Completion		



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНАТА СРБИЈЕ

Conditions of Contract for PLANT and DESIGN-BUILD

Uslovi ugovaranja za POSTROJENJE I PROJEKTOVANJE-IZGRADNJU

FOR ELECTRICAL AND MECHANICAL WORKS AND FOR BUILDING AND
ENGINEERING WORKS DESIGNED BY THE CONTRACTOR

ZA ELEKTROTEHNIČKE I MAŠINSKE RADOVE I ZA GRAĐEVINSKE I OSTALE
TEHNIČKE RADOVE PO PROJEKTU IZVOĐAČA

PART I
GENERAL CONDITIONS

DEO I
OPŠTI USLOVI

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