



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA  
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНАТА СРБИЈЕ

# Conditions of Contract for DESIGN - BUILD AND TURNKEY

## Uslovi ugovaranja za PROJEKTOVANJE - IZGRADNJU I KLJUČ U RUKE

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FORMS OF TENDER AND AGREEMENT AND FIDIC MODEL TERMS  
FOR THE APPOINTMENT OF A DISPUTE ADJUDICATION BOARD

FORME PONUDE I UGOVORA I MODEL FIDIC USLOVA ZA  
NAIMENOVANJE ODBORA ZA ODLUČIVANJE U SPOROVIMA

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Izdavač

Beograd, avgust 2011

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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

Original Title:  
**Conditions of Contract for  
Design – Build and Turnkey**

(ISBN 2-88432-010-5 1st Edition)

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## PREDGOVOR

**USLOVI UGOVARANJA ZA PROJEKTOVANJE-IZGRADNJU I KLJUČ U RUKU** su pripremljeni od strane FIDIC-a i preporučuju se za opštu upotrebu u projektovanju i izvođenju radova u vezi sa kojima se pozivi na tender upućuju na međunarodnom nivou, a sa manjim izmenama, pogodni su za korišćenje i kada se radi o domaćim ugovorima. Ne postoji univerzalno prihvaćena definicija izraza „projektovanje-izgradnja” i „ključ u ruke”, osim što se u oba slučaja podrazumeva potpuna odgovornost Izvođača za projekat. Za Naručioca, ovakva jednostrana odgovornost može biti korisna, s tim što ta korist može da bude umanjena činjenicom da ima malo mogućnosti da utiče na projektovanje, uz otežano postavljanje raznih zahteva.

Pod uobičajenim aranžmanima za ugovore o projektovanju-izgradnji, Izvođač je odgovoran za projekat i izvođenje radova, u skladu sa zahtevima Naručioca, koji mogu predstavljati kombinaciju inženjerskih radova (niskogradnje, mašinskih, elektrotehničkih, itd.) i radova visokogradnje, a privremena plaćanja se vrše u skladu sa napretkom izgradnje. Aranžmani za plaćanje prikazani su u čl. 13 iz Dela I.

Ovi Uslovi su takođe predviđeni za korišćenje u vezi sa ključ-u-ruke ugovorima, po kojima Izvođač obično zahteva isporuku potpuno opremljenog objekta, spremnog za upotrebu (po okretanju „ključa”) i koji su često finansirani od strane Izvođača. Ključ-u-ruke ugovori obično obuhvataju projektovanje, izgradnju, pokretni i nepokretni inventar, čiji je obim definisan drugim ugovornim dokumentima. Pored toga, ugovor može da Izvođača obaveže na upravljanje objektom u trajanju od nekoliko meseci tokom puštanja u pogon ili u trajanju od nekoliko godina na bazi ugovora o izgradnji, eksploataciji i prenosu. Saveti za ključ-u-ruke aranžmane su dati u Delu II, sa primerima koji opisuju finansiranje od strane Izvođača.

FIDIC smatra verziju Uslova na engleskom jeziku zvaničnom i autentičnom verzijom za potrebe prevoda.

U pripremi Uslova došlo se do saznanja da pored velikog broja članova koji su generalno primenljivi, postoji i izvestan broj članova koji moraju da pretrpe izvesne izmene kako bi se uzele u obzir okolnosti koje su relevantne za konkretni ugovor. Stoga su članovi za koje se smatra da su primenljivi na većinu ugovora predstavljeni u Delu I – Opšti uslovi, što će olakšati njihovu ugradnju u ugovor. Deo I – Opšte uslovi i Deo II – Uslovi posebne primene skupa sačinjavaju Uslove koji regulišu prava i obaveze ugovornih strana. Biće potrebno da se pripremi Deo II za svaki ugovor posebno.

Da bi se olakšala priprema Dela II i ostale tenderske dokumentacije, objašnjenja i uzorci formulacije dati su skupa sa ovim Uslovima u Smernicama za pripremu Uslova posebne primene.

## FOREWORD

The terms of the Conditions of Contract for Design-Build and Turnkey have been prepared by the Federation Internationale des Ingenieurs-Conseils (FIDIC) and are recommended for general use for the purpose of the design and construction of works where tenders are invited on an international basis; with minor modifications, the Conditions are also suitable for use on domestic contracts. There are no universally-accepted definitions of the terms “design-build” and “turnkey”, except that both involve the Contractor’s total liability for design. For the Employer, such single-point responsibility may be advantageous, but the benefits may be offset by having less control over the design process and more difficulty in imposing varied requirements.

Under the usual arrangements for a design-build contract, the Contractor is responsible for the design and provision, in accordance with the Employer’s requirements, of works which may include any combination of engineering (including civil, mechanical, electrical, etc) and building works; and interim payments are made as construction proceeds. In Part I, Clause 13 sets out the payment arrangements.

The Conditions are also intended for use on turnkey contracts, under which the Employer’s requirements usually include provision of a fully-equipped facility, ready for operation (at the turn of the “key”); such contracts are often contractor-financed. Turnkey contracts typically include design, construction, fixtures, fittings and equipment, the scope of which would be defined in other contract documents. In addition, the contract may impose a requirement for the Contractor to operate the Works, either for a few months commissioning period, or for some years’ operation on a build-operate-transfer contract. Advice on turnkey arrangements is included in Part II, together with sample wording for contractor-finance.

The version in English of the Conditions is considered by FIDIC as the official and authentic text for the purposes of translation.

In the preparation of the Conditions 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 the majority of contracts have therefore been presented in Part I - General Conditions, which will facilitate their incorporation into the contract. Part I - General Conditions and Part II -Conditions of Particular Application will together comprise the Conditions governing the rights and obligations of the parties. It will be necessary to prepare the Part II for each individual contract, taking particular account of the references to Part II which are contained in some sub-clauses in Part I.

In order to assist in the preparation of Part II and the other tender documents, explanatory material and example wording are published with these Conditions in the Guidance for the Preparation of Conditions of Particular Application.



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# Conditions of Contract for DESIGN - BUILD AND TURNKEY

## Uslovi ugovaranja za PROJEKTOVANJE - IZGRADNJU I KLJUČ U RUKE

PART I  
GENERAL CONDITIONS

DEO I  
OPŠTI USLOVI



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