



ASSOCIATION OF CONSULTING ENGINEERS OF SERBIA
УДРУЖЕЊЕ ИНЖЕЊЕРА КОНСУЛТАНАТА СРБИЈЕ

Client/Consultant MODEL SERVICES AGREEMENT

Model ugovora o pružanju usluga IZMEĐU NARUČIOCA I KONSULTANTA

AGREEMENT
UGOVOR

PARTICULAR CONDITIONS
POSEBNI USLOVI

GENERAL CONDITIONS
OPŠTI USLOVI

APPENDICES 1-4
PRILOZI 1-4

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Model Services Agreement*

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Izdavač

Beograd, avgust 2011

Dear users,

This is the first edition of the so-called White 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 White 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

KOMPLETIRANJE UGOVORA

Ovaj *Model ugovora o pružanju usluga između Naručioca i Konsultanta* predstavlja osnovni oblik Ugovora o imenovanju između Naručioca i njegovog Konsultanta. Predviđen je da obuhvati minimalne uslove jednog tipičnog ugovora o imenovanju. U Posebnim uslovima može se ukazati potreba za dodatnim ili izmenjenim članovima za potrebe konkretnog projekta i radi regulisanja komercijalnih pitanja između ugovornih strana.

U slučaju potrebe za unošenjem drugog materijala u ugovor o imenovanju, potrebno je da se obezbedi doslednost kako u korišćenju terminologije, tako i u određivanju prava i obaveza. Ugovorne strane mogu da traže nezavisni pravni savet u vezi pripreme ovog Ugovora. Nezavisni pravni savet takođe može da bude stranama od koristi u razumevanju svojih zakonskih odgovornosti, dužnosti i obaveza koje proističu iz Modela ugovora o pružanju usluga.

Ni FIDIC, niti bilo koja komisija ili pojedinac koji je povezan sa FIDIC-om ne može biti odgovoran za projektne ili komercijalne gubitke koji nastanu kao posledica usvajanja *Modela ugovora o pružanju usluga između Naručioca i Konsultanta* kao osnove nekog ugovornog odnosa.

COMPLETION OF THE AGREEMENT

This *Client/Consultant Model Services Agreement* represents the basic form of a Contract of Appointment between a Client and his Consultant. It is intended to cover the minimum requirements of a typical appointment contract. Additional or amended clauses may be required in the Particular Conditions to address particular project and commercial issues between the parties.

Where other material is to be incorporated into a Contract of Appointment, care must be taken to ensure consistency both in the use of terminology and the allocation of duties and obligations. The parties to the contract may wish to take independent legal advice in connection with the preparation of this agreement. Independent legal advice may also help the parties understand their legal liabilities, duties and obligations arising under the Model Services Agreement.

Neither FIDIC nor any committee or individual connected with FIDIC can be held liable for project or commercial losses suffered as a result of adopting the *Client/Consultant Model Services Agreement* as the basis of a contractual arrangement.

PREDGOVOR

Međunarodna federacija inženjera konsultanata (FIDIC) pripremila je uslove Modela ugovora o pružanju usluga između Naručioca i konsultanta („Bela knjiga”), koji se predlažu za opštu upotrebu u pripremi predinvesticionih studija i studija izvodljivosti, projektovanju, izgradnji i upravljanju projektima, kako od strane projektantskih ekipa Naručioca, tako i projektantskih ekipa Izvođača u aranžmanima na bazi projektovanja i izgradnje, za koje se ponude prikupljaju na međunarodnom nivou. Oni se lako mogu prilagoditi domaćim ugovorima.

FIDIC smatra verziju na engleskom jeziku zvaničnim i autentičnim tekstom za prevođenje.

Tokom njihove pripreme, konstatovano je da iako postoji veliki broj opšte primenljivih članova, postoje i odredbe koje se moraju menjati radi usklađivanja sa okolnostima i mestima na kojima će se pružati usluge. Članovi za opštu primenu prikazane se sve zajedno u ovom dokumentu pod nazivom Opšti uslovi. One su predviđene da se unose u dokumente koji sačinjavaju ugovor.

Opšti uslovi su povezani sa Posebnim uslovima brojevima odgovarajućih članova, tako da Opšti uslovi i Posebni uslovi zajedno sačinjavaju uslove kojim se regulišu prava i obaveze ugovornih strana.

Posebni uslovi se moraju posebno pripremati tako da odgovaraju svakom pojedinačnom ugovoru i vrsti usluga. Taj deo teksta Posebnih uslova koji mora da se kompletira štampan je na stranicama koje bi trebalo da se kompletiraju radi unošenja sa dodatnim članovima.

FIDIC namerava da objavi ažurirani „Priručnik za Belu knjigu” koji sadrži primedbe u vezi sa članovima Modela ugovora o pružanju usluga i komentare koji se mogu koristiti tokom pripreme Priloga 1 [*Obim usluga*], 2 [*Osooblje, oprema, objekti i usluge drugih lica koje obezbeđuje Naručilac*], 3 [*Naknade i plaćanja*] i 4 [*Termin plan usluga*].

Za korisnike bi takođe moglo biti od koristi da pogledaju i ostale FIDIC publikacije koje su prikazane u Knjižari na sajtu FIDICA: www.fidic.org.

FOREWORD

The terms of the *Client/Consultant Model Services Agreement* (the “White Book”) have been prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) and are suggested for general use for the purposes of pre-investment and feasibility studies, designs and administration of construction and project management, both for Employer-led design teams, and for Contractor-led design teams under Design and Build procurement, where proposals for such services are invited on an international basis. They are equally adaptable for domestic agreements.

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

In their preparation it was recognised that while there are numerous clauses which will be generally applicable there are some provisions which must necessarily vary to take account of the circumstances and locality in which the Services are to be performed. The clauses of general application have been grouped together in this document and are referred to as General Conditions. They are intended for incorporation as printed in the documents comprising the Agreement.

The General Conditions are linked with the Particular Conditions by the corresponding numbering of the clauses, so that General Conditions and Particular Conditions together comprise the conditions governing the rights and obligations of the parties.

The Particular Conditions must be specially drafted to suit each individual Agreement and type of Service. That part of the text of the Particular Conditions which must be completed is printed on pages which should be completed for incorporation with additional clauses.

FIDIC intends to publish an updated “White Book Guide” which includes comments on clauses in the Model Services Agreement and notes towards the preparation of Appendices 1 [*Scope of Services*], 2 [*Personnel, Equipment, Facilities and Services of Others to be Provided by the Client*], 3 [*Remuneration and Payment*] and 4 [*Time Schedule for Services*].

It may also be helpful for users to refer to the other FIDIC publications, which can be found in the Bookshop of FIDIC’s website at www.fidic.org.



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Model ugovora o pružanju usluga IZMEĐU NARUČIOCA I KONSULTANTA

GENERAL CONDITIONS
OPŠTI USLOVI

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