

TENDERING PROCEDURES

01 / 2019

Ref: 383-2/19



RENOVATION OF THE CHIEF MISSION RESIDENCE AND
EMBASSY OF SERBIA IN BRASILIA

TENDERING DOCUMENTS

*RENOVATION OF THE CHIEF MISSION RESIDENCE
AND EMBASSY OF SERBIA IN BRASILIA*

DOCUMENT I – TENDERING PROCEDURES

DECEMBER 2019
REVISION 03

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PART 1 - ADDITIONAL INFORMATION TO TENDER

To whom it may concern,

The Embassy of Serbia in Brasília (hereinafter referred to as “the Owner”), invites Contractors to submit their tenders for the construction services to the renovation of the Chief Mission Residence and Embassy Building of Serbia in Brasilia, in accordance with the following tender documents:

DOCUMENT I	- Tendering Procedures
DOCUMENT II	- Contract Agreement
DOCUMENT III	- Construction Documents
DOCUMENT IV	- Technical Specification
DOCUMENT V	- Bill of Quantities

1. The Tender shall be open and remain valid for a period of one hundred fifty (150) days with effect from the date stated in Paragraph (1) above or any extended period and shall be irrevocable and binding from the date of submission up to the date of expiry of its validity. No alterations to prices will be considered after the date of submission.
2. The Contractor shall insure himself and the Embassy against all the above-specified risks in amount equal to value established in the contract agreement. Before signing the Agreement, the Contractor shall submit to the Embassy, for his approval, a copy of relevant insurance policies. The terms of the required insurance policies are specified in the Model Contract.
3. The Tender is a Turn Key contract in accordance of the Model Contract and the total of Document IV - Bills of Quantities must be equal to the offer on the Form of Tender.
4. Tenderers are to note that the Bills of Quantities has been prepared as a guide only. The Tenderers are required to have visited the site, studied the Tender Documents and by his own independent observation and enquiry acquainted themselves fully with local conditions as per Conditions of Contract in order to submit a Turn Key Tender for all works shown on the Drawings, required by site conditions, described in the Specifications, Bills of Quantities and any other Contract Documents.
5. The Tenderer shall be deemed to have made all necessary inspections and investigations and, to have decided for himself the means of access and working space, the nature of the ground and sub-soil, the presence of existing foundations or other hidden obstructions, the level of the water table, the

extent of rock, support to neighboring properties and structures and all factors affecting the Work. Also, he shall be deemed to have allowed for these in his Tender. Any information made available to the Contractor, either in these documents or the soils report will not relieve the Contractor of his responsibility to decide for himself the nature and extent of the Work, nor will it guarantee that similar conditions will apply on other parts of the Site.

6. The Chief Mission Residence and Embassy of Serbia in Brasilia consists in one building.
7. Commencement of the Works shall be effected within a maximum period of ten (10) days from the date of Agreement's signature.
8. The maximum period for Completion of construction is one hundred fifty (150) calendar days calculated from the Date of Agreement's Signature. (The Contractor is to state the period of completion if he intends to complete the Works in less than what has been stated above).
9. "The Defect's Liability period shall be of 24 (twenty-four) months, during which the Contractor will be required to repair the defects which are attributable to the work performed by the Contractor and the subcontractors specified on Brazilian laws.
10. The amount of penalty will be of approximately 0,2% (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, as established in the Model Contract.
11. The Owner will not be bound to accept the lowest or any Tender nor to assign any reason for the rejection of the Tender. Methodology for awarding is the most economically advantageous tender criteria. The point award system:

Total number of points: 100 of which 90 points will be awarded for the lowest offered price and 10 points will be awarded for the shortest offered time for conclusion of works. The following formula will be included:

$(90 \times \text{lowest offered price} / \text{the estimated price}) + (10 \times \text{shortest offered deadline for termination of works} / \text{the estimated deadline})$

The sum of these two elements will be the final number of points.

Bids overcoming the estimated price will not be taken into account.

12. The decision on awarding the contract shall be made five days from the date of public bid opening. The Investor reserves all rights regarding the decision to award the contract to the most favorable bidder. The decision cannot be the subject of a dispute and the proceeding before the judicial authorities of the receiving country.
13. The successful Tenderer shall be responsible to maintain the site facilities assigned to the Owner, the Owner's Representative & the Project Manager operated fully up to the completion of the Works. In addition, the tenderer shall include in the Schedule of Rates a monthly rate of maintaining the said items fully operated.
14. The Successful Tenderer shall be responsible for coordinating his work with various Sub-Contractors, nominated Sub-Contractors and direct Contractors of the Owner employed on the works. In addition, he shall be responsible for coordinating the work between various trades, whether employed directly or on a Sub-Contract basis, and for obtaining all necessary information from Sub-Contractors, etc. In addition, he shall be responsible for the purpose of all overall programming of the works by the Owner, for supplying all the normal attendance to all Sub-Contractors etc., and assuming the overall responsibility for the aforesaid.
15. The Tenderer (whether it submits a Tender or not) must treat the details of the Tender Documents as private and confidential and must not divulge the contents to any other party. The Owner shall have the right to take legal and punitive measures in case the Tenderer does not abide by this clause.
16. The Tenderer must submit with his offer a schedule (Construction Schedule) to show how he will construct and complete the works within the time frame established in this tendering procedures.
17. The residence will remain being occupied by the Ambassador and his family while the construction works are on going. The CONTRACTOR shall assure all arrangements for the security and maintenance of the occupants' privacy including, but not limited to, siding, protection, temporary access, according to Brazilian and International requirements and regulation.
18. Any further information or clarification which the Tenderer may require in order to complete his Tender may be obtained, exclusively by e-mail, following the rules bellow:

COMUNICATION PROTOCOLS AND SECRECY

- a) All communication between the Contractor and the Owner / A/E Consultant must be done in English.
- b) In order to maintain total secrecy and control of the process, during bid procedure, the only accepted communication protocol will be

electronic mail (e-mail) between Bidders to the Embassy of Serbia in Brasilia. Any direct contact with the Embassy of Serbia staff is **strictly forbidden**. In the case this kind of communication happens, the involved bidder's will be automatically excluded from the bid process.

- c) All clarification requests, doubts or any other information request must be done only by e-mail addressed to embaixadaservia@terra.com.br; No other communication protocol will be accepted.
19. During the bid process "question and answers period", the A/E consultant will answer all bidders questions and will distribute information to all participants in an equity manner. A report with the compilation of all questions and answers will be sent, as needed, in a regular basis, individually to each Bidder, to the e-mail indicated in the tendering forms.

PART 2 - INSTRUCTIONS TO TENDERERS

1. All definitions set forth in the Tender Documents are applicable to the Tender offer and as per the Document II Contract Agreement.
2. The Owner will not be responsible to compensate for any expenses or losses which may be incurred by the Tenderer in the preparation and submittal of his Tender (whether a tender is finally accepted or not). Losses resulting from increase in prices after the submission of the tender will not be compensated either.
3. The submission of the Tender is considered to be an acknowledgement by the Tenderer that he has fully perused the Tender and the Tender Documents.
4. The Tenderer shall examine the Tender Documents before submitting his Tender and shall become fully informed as to the extent, quality, type and character of operations involved in the Works. He shall visit and acquaint himself with the Site of the Works. No consideration will be given for any alleged misunderstanding of the Tender Documents, it being fully understood that the submission of a Tender carries with it the agreement to all clauses, conditions, articles and requirements referred to herein or indicated in the other Tender Documents.
5. Tenderers are required to quote prices individually for each item in Bill of Quantities, complete Summary Sheet and insert the total figure in the Form of Tender.
6. Tenders must be returned properly filled in ink and completed in all respects in accordance with the conditions and provisions of the Tender Documents. No alteration shall be made by the Tenderers to the Tender Documents.
7. Tenders will not be accepted unless they include total and fixed prices. No consideration will be given to Tenders submitted on the basis of a certain percentage deduction from the least offered price.
8. All rates and extensions must be quoted in Brazilian Reais BRL. The total price of the Tender is considered binding for comparison regardless of any other prices that may appear in the General Summary, or at any place in the Tender Documents and, disregarding any arithmetical error that Tenderers may make in computing the Total Turn Key price.
9. The Tender shall be submitted according to the Form of Tender (PART 3) attached herein, with suitable entries, including appropriate signatures, made in all blank spaces. The form shall not be altered. Signature of the Tender formally binds the Tenderer to strict compliance with all the conditions and procedures stated in the Tender Documents. The Form of Tender must be signed by a

person or persons legally authorized to represent the Tenderer and shall be dated.

10. **The Tender shall be submitted at the Embassy of Serbia in Brasília by the contractors from 9 AM to 2 PM on December 23rd 2019.** Any Tender received after this date and time will not be considered. The Embassy of Serbia is located at:

SES Av. das Nações Qd. 803 Lote 15
Brasília, DF
CEP: 70.409-900

11. The Tender Documents shall be submitted and deposited in sealed envelope containing a printed, signed and stamped version of the following documents:

FORM OF TENDER (so called Part 3 of the Document I – Tendering Procedures) and it's Appendixes
DOCUMENT II - Contract Agreement
DOCUMENT IV - Technical Specifications
DOCUMENT V - Bills of Quantities

NOTE 1: Bill of Quantities spreadsheet shall be presented by the tenderers according to the templates of Document IV, provided in these instructions. The template spreadsheets and their data are indicative only. They serve only to standardize the price query but in no case will the Owner be responsible for the contents of the bidder's spreadsheets. The Owner shall not be liable in any case for any error or omission that exists in the template spreadsheets provided in these instructions.

Tenderers shall follow the same organization and numbering sequence/method presented in the sample spreadsheets. Failure to fulfill this request will cause the Tenderer's disqualification. The production of the spreadsheets is the sole and exclusive responsibility of the bidders. It will be up to the bidder, according to its criteria, to define all descriptions and quantities for materials and labor, as well as their unitary and total prices, including all calculations. The tenderers shall add to their spreadsheets, at their own criteria and total responsibility, any items deemed to be missing in the templates provided.

NOTE 2: All documents submitted by the Tenderer in the envelope, must bear the signature and the stamp of the Tenderer, and must be contained in completely sealed individual envelopes. The envelopes shall not bear any indication of the name of the participant or any other mark.

Damaged or marked envelopes will not be accepted.

12. Without prejudice to anything contained in the foregoing paragraphs, the Contractor shall insure himself and the Embassy against all specified risks in amount equal to value established in the contract agreement. Before signing the Agreement, the Contractor shall submit to the Embassy, for his approval, a copy of relevant insurance policies. The terms of the required insurance policies are specified in the contract agreement.
13. The acceptance of the Tender shall be conditional and not finally binding upon the Owner until the Performance Bond has been duly provided and the actual Contract signed between the Owner and the Successful Tenderer. Should the Successful Tenderer fail to sign the Contract within the stipulated time or to provide the Insurance within the period allowed, or for any other reason withdraw his participation in the Tender, the Owner may withdraw his acceptance of the Tender without any notice or other formality. The Owner shall then have the right to abolish the tenders and re-issue the tender documents for a new tender without necessity for any legal or other formality or proof of damage and without prejudice to the right of the Owner to award the Tender to the next lowest Tenderer, if necessary, or to any other entity, in which case the withdrawn tenderer shall agree to reimburse the Owner for all resulting cost and damages.
14. The Successful Tenderer will be notified in writing by the Owner that his Tender has been accepted. The Successful Tenderer shall, within the specified period detailed in the Contract, submit his Insurance to the Owner. The Owner will then notify him of his approval of the said Insurance and the authorized representative of the Successful Tenderer will be required to attend the office of the Owner to sign the Contract.
15. Addenda to the Tender Documents may be issued up to one (1) working day prior to the date of submission of the Tender for clarifications or modifications of specifications or Contract terms and such addenda shall be issued to all Tenderers and become an integral part of the Tender Documents.
16. The question and answer period will be finalized 3 day before the deadline for submission of proposals. Questions submitted after this time will not be answered. For the sending of questions observe the communication protocol described in this Tender Documents.

* * *
(END OF PART 2)

PART 3 - FORM OF TENDER

(to be completed and delivered by tenderers)

To: The Embassy of Serbia in Brasília
SES Av. das Nações Qd. 803 Lote 15
Brasília, DF
CEP: 70.409-900
Tel.: (61) 3223-7272

Dear Sirs,

Ref: Chief Mission Residence and Embassy of Serbia in Brasilia General Renovation – TENDERING PROCESS 01/19 | Ref: 383-2/19

Note: The Appendices form part of the Tender. Tenderers are required to complete all blank spaces and sign both the Tender Form and the Appendices.

- 1. Having read and examined the Tender Documents including but not limited to the Instructions to Tender, Specifications, and Bill of Quantities, the Drawings and any Addenda thereto issued during the course of the tendering period, for the Construction and Completion, including the Defects Liability period, of the Chief Mission Residence and Embassy of Serbia Project, Brasilia, Brazil – Bid Package of Tendering Stage, we the undersigned, offer to Construct, Coordinate, Complete the whole of the said Works, in conformity with the Tender Documents and Addenda for the Turn Key Contract Price of:

Brazilian Reais R\$ (Write in numbers)

.....

.....

..... (Write in full)

- 2. We hereby agree and declare without any reservation whatsoever that we will execute the said Works in conformity with the conditions contained in all the Documents of the Tender, having understood the meaning and scope of all such documents precisely and clearly and having considered them as one indivisible whole and the various Documents, Conditions, Clauses, Specifications, Drawings

and Bills of Quantities as mutually complementary and explanatory and this after having evaluated for ourselves at our entire responsibility, the nature and difficulties of the said Works.

3. We undertake, if our Tender is accepted, to complete mobilization of the Works within a period of 7 days from the date of the Date of Enterprise, to complete and deliver the whole of the Works comprised in the Contract within (write in number), (write in full) days calculated from the date of Enterprise. It is understood that this Period includes all Saturdays, Sundays, Public Holidays, Religious Festivals, days of inclement weather and any reduced working hours during the year.
4. If our Tender is accepted we undertake to enter into a formal Contract with The Embassy of Serbia in Brasilia, evidencing the Agreement and to obtain and provide the Insurance from a Bank / Institution (to be approved by you) to be jointly and severally bound with us to the value determined in the Contract Agreement for the due performance of the Contract in accordance with the Conditions of Contract presented in this Bidding Package.
5. We agree to abide by this Tender for a period of ninety (90) days from the date fixed for submission and it shall remain binding upon us and may be accepted at any time before the expiration of that period, plus a further period of an additional thirty (30) days which may be extended automatically at the Owner's discretion and any further extended periods as may be agreed upon at a later date.
6. We understand that you are not bound to accept the lowest or any Tender nor to assign a reason for the rejection of any Tender.

.....
Signature

.....
Signed by (legal representative's full name)

.....
In the capacity of (legal representative's professional title)

.....
Duly authorized to sign Tenders for and on behalf of the firm above written (full name of contractor IN BLOCK CAPITAL)

.....
.....

Tenderer's address in Brasília for service of notices:

Dated this day of 2019

APPENDIX "A" TO FORM OF TENDER
(to be completed and delivered by tenderers)

CONTRACTOR'S TECHNICAL STAFF

SCHEDULE OF TECHNICAL AND OTHER STAFF AND OPERATIVES TO BE EMPLOYED FOR THE EXECUTION OF THE CONTRACT

1. These Schedules and the Tenderer's statement following these notes form part of the Tender Documents. They are to be completed in detail by the Tenderer.
2. The details inserted by the Tenderer on these Schedules will be taken into consideration when accepting a Tender for this Project. It should be noted that the words "as required" or other similar will not be acceptable in the completion of these Schedules.
3. If the details inserted by the Tenderer are not considered suitable or adequate this may lead to rejection of the Tender.
4. In the event that any Tender is received without these Schedules or statement duly completed then such Tender may be rejected.
5. In the case of the successful Tenderer, the approved Schedules will form part of the Contract Documents.
6. It should be clearly understood at the tender stage that the technical staff as detailed on the Schedules must be made available for the execution of the Contract. In the event of any person included in the Schedules not being available when required then the Successful Tenderer shall submit details of alternatives for the approval of the Owner. Such alternatives to be at least equal to those detailed in the attached Schedules. Any breach of these requirements may lead to cancellation of the Contract.
7. It is emphasized that the list of technical and other staff and operatives submitted by the Tenderer as detailed on the Schedules does not relieve him in any way of his liability under the Contract to provide all the staff necessary for the satisfactory completion of the Works within the Contract Time.

APPENDIX "A" TO FORM OF TENDER

(Continued) (to be completed and delivered by tenderers)

DETAILS OF CONTRACTOR'S SENIOR CORE AND OTHER TECHNICAL SITE STAFF

The Tenderer shall provide the names and details of the "Contractor's Senior Core and other Technical Site Staff" that will be provided if this Tender is awarded to him. These details shall be stated on the forms provided hereafter.

The Contractor's Representative/Project Manager shall possess a bachelor's degree in a related Architecture or Engineering field from an acceptable University. He must possess not less than five (5) years of experience as a Project Manager. He shall have full authority to act on behalf of the Contractor and to accept instructions from the Owner, Owner's Representative and the Architect's supervision team.

Each core staff member (other than the Contractor's Representative/Project Manager and other technical staff) shall possess a university degree in a related Architecture or Engineering field from an acceptable University. He must possess not less than three (3) years experience (unless otherwise required by Contract Documents) in similar projects and in the designation indicated.

These staff members shall be on Site on a part time basis unless exempted by the Architect's supervision team (A/E consultant)

CONTRACTOR'S MINIMUM SENIOR CORE SITE STAFF

- | | | |
|----|---|-------|
| 1. | Contractor's Representative/Project Manager | 1 No. |
| 2. | Site Engineer | 1 No. |
| 4. | Project Architect or Engineer | 1 No. |
| 5. | Field Service Coordinator | 1 No. |

APPENDIX "A" TO FORM OF TENDER
(Continued) (to be completed and delivered by tenderers)

a- TENDERER'S STATEMENT

We, the undersigned hereby confirm that:

- A. We are desirous of entering into a Contract for which this Tender is submitted and in accordance with the Tender Documents submitted by us, and
- B. In the event of our Tender being successful then the technical staff as detailed by us on the attached schedules will be made available for the execution of the Contract.
- C. We hereby understand that the above staff represents the minimum staff requirements for the Project and that the Owner attaches great importance to the quality of the Contractor's staff for supervision of the Project.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "A" TO FORM OF TENDER
(Continued) (to be completed and delivered by tenderers)

b - DETAILS OF CONTRACTOR'S SENIOR CORE SITE STAFF

Tenderer shall attach to this form all information concerning its Senior Core Staff, presenting the following data:

DESIGNATION : the title and the staff's role

NAME : provide full name

DATE OF BIRTH : day/ month / year

QUALIFICATIONS : provide general information

PROFESSIONAL AFFILIATIONS : provide information in detail

EXPERIENCE: provide information in detail. Present all technical certifications as proof of experience. Technical certifications shall be registered at the engineering professional council CREA or CAU.

In addition to the information given above, the bidder may, at its discretion, add curricula vitae of its staff attached to this form.

We hereby agree that the qualifications and experience of the above mentioned senior core site staff will be complied within fulfillment of our contractual obligations.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX “A” TO FORM OF TENDER

(Continued) **(to be completed and delivered by tenderers)**

c – LIST OF GENERAL STAFF

List of all other staff and operatives to be supplied by the Tenderer for the execution of the Contract. The exact nature of the duties and the qualifications (if possible) of each type of staff or operative is to be specified. For a plant operator, the type of plant is to be specified. The Tenderer shall indicate the number of staff/operatives to be on Site for whole Contract Period and the duration for those on Site for limited periods.

Staff/Operative	Number to be Supplied	Duration

We hereby agree that the qualifications and experience of the above mentioned technical site staff will be complied within fulfillment of our contractual obligations.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "B" TO FORM OF TENDER
(to be completed and delivered by tenderers)

STATEMENT OF WORKS (IN BRAZIL)

The Tenderer shall provide the names and details of CURRENT contracts being developed at the time of this tendering procedure.

Description of Current Contracts	Owner	Year of Contract	Amounts Paid to Contractor to Date (R\$)	Total Value of Contract (R\$)

TOTAL VALUE OF CURRENT WORK (in Brazilian Reais): R\$ -----

ADDITIONAL INFORMATION

At the discretion of the bidder, additional forms may be attached to this Appendix for each contract quoted in the above table. The forms may contain additional information and a photo of the work. **Each contract should be limited to only 1 sheet.**

APPENDIX “B” TO FORM OF TENDER

(Continued) (to be completed and delivered by tenderers)

We the undersigned hereby confirm that to the best of my/our knowledge this is a correct statement and I/We understand that the Owner may reject my/our Tender should it be found that this statement is incorrect.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "C" TO FORM OF TENDER
(to be completed and delivered by tenderers)

PRELIMINARY CONSTRUCTION SCHEDULE & PAYMENT FLOW

The Tenderer shall submit, attached to this form, a preliminary bar chart program (schedule) projecting his strategy for the Chief Mission Residence and Embassy of Serbia Renovation based on the milestone construction schedule.

The bar chart schedule shall indicate major activities and shall incorporate details and values to the tenderer's planned construction methods and sequence of operations he envisages to use in completing the Works.

The Owner reserves the right to reject the Tender in case of failure to submit the above.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "D" TO FORM OF TENDER
(to be completed and delivered by tenderers)

SUB-CONTRACTORS AND SPECIALISTS

The Tenderer shall insert below the portions of the Works he proposes to sub-let, together with the names and addresses of the respective Sub-contractors and Specialists whom he proposes to employ. Full details of each company shall be submitted with the Tender.

No	Sub-Contractor Name & Address	Description of Works

The provision of this information shall not relieve the Tenderer whose Tender is accepted from obtaining the consent of the Owner and the Owner's Representative to the Sub-letting of any part of the Works or obtaining the approval of the Owner and the Owner's Representative for the Sub-Contractors he is proposing to employ.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "E" TO FORM OF TENDER
(to be completed and delivered by tenderers)

FORM OF AGREEMENT

THIS AGREEMENT made the, day of

..... 2019, between The Embassy of Serbia in

Brasília (hereinafter called "The Owner") of the one part and

.....

(hereinafter called "The Contractor") of the other part.

WHEREAS the Owner is desirous that certain Works should be executed viz.:

Construction and Completion including the Defect's Liability cover of the proposed Chief Mission Residence and Embassy of Serbia Renovation in Brasilia and has accepted a Tender by the Contractor for the Construction, Completion and Defect's Liability cover of such Works for the Turn Key Contract Price of:

R\$ (write in numbers)

.....

.....

..... Brazilian Reais (write in full)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Agreement hereinafter referred to.

2. The following Documents shall be deemed to form and be read and construed as an integral part of this Agreement:

DOCUMENT I	- Tendering Procedures
DOCUMENT II	- Contract Agreement
DOCUMENT III	- Construction Documents
DOCUMENT IV	- Technical Specification
DOCUMENT V	- Bill of Quantities

Any Addenda issued.

The Letter of Provisional Acceptance issued by the Owner (i.e. Letter of Intent, if any).

Any Document to which reference may properly be made to determine the rights and obligations of the parties hereto.

All Documents that in their aggregate make up this Contract shall be mutually explanatory, complimentary, and additive and not alternative.

3. The Contractor undertakes and warrants the following being allowed for under this Agreement:
 - a. To employ the highest standards of workmanship, the best materials of their kind, and the highest degree of proper and efficient superintendence for the Works.
 - b. To be responsible for coordinating his work with various subcontractors, nominated subcontractors and direct contractor of the Owner employed on the Works; coordinating the Work between various trades, whether employed directly or on a Sub-Contract basis; for obtaining all the necessary information from Sub-Contractors etc., for the purpose of the overall programming of the Works by the Owner; supplying all the normal attendance to all Sub-Contractors etc., and assuming the overall responsibility for the aforesaid.

4. In consideration of the payments to be made by the Owner to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Owner to Construct and Complete the Works in conformity in all respects with the provisions of the Contract and do all acts and things arising from, necessary for and coincidental to the satisfactory performance of the Contractor's obligations under the Contract.

5. The Owner hereby covenants to pay the Contractor in consideration of the Construction and Completion of the Works, the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof, the parties have hereunto set their respective hands and seals the day and year first above written.

Signed by the Contractor:

Authorized to sign for
and on behalf of :

Address :
.....
.....

Witnessed by :

THIS AREA BELLOW TO BE FULLFILLED ONLY BY THE OWNER

Signed by the Owner:

Address :
.....
.....

Witnessed by :

APPENDIX "F" TO FORM OF TENDER

(to be completed and delivered by tenderers)

LIST OF DRAWINGS ACKNOWLEDGMENT

I declare to have full acknowledgment of the list of drawings above, giving full guaranties to have reviewed all the projects and drawings.

CHIEF MISSION RESIDENCE AND EMBASSY OF SERBIA GENERAL RENOVATION – CONSTRUCTION DOCUMENTS

Phase	Drawing number	Revision	Title	Code
DOCUMENT I - TENDERING PROCEDURE, FORMS AND MODEL OF CONTRACT				
		R01	Tendering Procedures	SRV_DOC I_Tendering Procedures
DOCUMENT II - CONTRACT AGREEMENT				
		R01	Contract Agreement	SRV_DOC II_Contract Agreement
DOCUMENT III - CONSTRUCTION DRAWINGS				
ARCHITECTURE				ARC
Plans				
ARC_CD	100	R01	Existing Plan - Ground Floor	SVR_ARC_CD_100_R01
ARC_CD	101	R01	Existing Plan - First Floor Plan	SVR_ARC_CD_101_R01
ARC_CD	102	R01	Demolish and Build Plan - Ground Floor	SVR_ARC_CD_102_R01
ARC_CD	103	R01	Demolish and Build Plan - First Floor	SVR_ARC_CD_103_R01
ARC_CD	104	R01	Modified Floor Plan - Ground Floor	SVR_ARC_CD_104_R01
ARC_CD	105	R01	Modified Floor Plan - First Floor	SVR_ARC_CD_105_R01
ARC_CD	106	R01	Layout Plan - Ground Floor	SVR_ARC_CD_106_R01
ARC_CD	107	R01	Layout Plan - First Floor	SVR_ARC_CD_107_R01
ARC_CD	108	R01	Paving Plan - Ground Floor	SVR_ARC_CD_108_R01
ARC_CD	109	R01	Paving Plan - First Floor	SVR_ARC_CD_109_R01
ARC_CD	110	R01	Ceiling Plan - Ground Floor	SVR_ARC_CD_110_R01
ARC_CD	111	R01	Ceiling Plan - First Floor	SVR_ARC_CD_111_R01
ARC_CD	112	R01	Lighting Plan - Ground Floor	SVR_ARC_CD_112_R01
ARC_CD	113	R01	Lighting Plan - First Floor	SVR_ARC_CD_113_R01
ARC_CD	114	R01	Electric Outlets and Telecom Plan - Ground Floor	SVR_ARC_CD_114_R01
ARC_CD	115	R01	Electric Outlets and Telecom Plan - First Floor	SVR_ARC_CD_115_R01
ARC_CD	116	R01	HVAC Plan - Ground Floor	SVR_ARC_CD_116_R01
Details				
ARC_CD	400	R01	Kitchenette Detail and Ambassador's WC Detail	SVR_ARC_CD_400_R01
ARC_CD	401	R01	Female WC Detail and Lavatory Detail	SVR_ARC_CD_401_R01
ARC_CD	402	R01	Male WC Detail and Wooden Panel Detail	SVR_ARC_CD_402_R01
ARC_CD	403	R01	Apartment's Suite WC Detail and WC Detail	SVR_ARC_CD_403_R01
ARC_CD	404	R01	Apartment's Kitchen Detail	SVR_ARC_CD_404_R01
ARC_CD	405	R01	Doors Schedule	SVR_ARC_CD_405_R01
ARC_CD	406	R01	Windows Schedule	SVR_ARC_CD_405_R01
ENGINEERING				
HYDRAULICS				HYD
HYD_CD	1	R01	Planta baixa e vistas	SVR_HYD_CD_01_R01
HYD_CD	2	R01	Detalhes	SVR_HYD_CD_02_R01
SEWAGE				SEW
SEW_CD	1	R01	Planta baixa e detalhes	SVR_SEW_CD_01_R01
ELECTRICAL				ELE
ELE_CD	1	R01	Planta baixa e detalhes	SVR_ELE_CD_01_R01
ELE_CD	2	R01	Planta baixa e detalhes	SVR_ELE_CD_02_R01
ELE_CD	3	R01	Planta baixa e detalhes	SVR_ELE_CD_03_R01
ELE_CD	4	R01	Quadros e detalhes	SVR_ELE_CD_04_R01
COMMUNICATION				COM
COM_CD	1	R01	Planta baixa e detalhes	SVR_COM_CD_01_R01
COM_CD	2	R01	Planta baixa e detalhes	SVR_COM_CD_02_R01
DOCUMENT IV - TECHNICAL SPECIFICATIONS				
		R01	Technical Specifications	SRV_DOC IV_Technical Specifications
DOCUMENT V - BILL OF QUANTITIES				
		R01	Bill of Quantities	SRV_DOC V_Bill of Quantities

I / We the undersigned hereby confirm that to the best of my/our knowledge this is a correct statement and I/We understand that the Owner may reject my/our Tender should it be found that this statement is incorrect.

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "G" TO FORM OF TENDER
(to be completed and delivered by tenderers)

FINANCIAL INFORMATION

In regard to the tenderer's financial capacity, the following information shall be presented:

- Balance Sheet/Financial Statement "*Balanço Patrimonial*" closed on 12/31/2018, duly registered in the "*Junta Comercial*" (commercial board)
- Current Assets ("*Ativo Circulante*")
- Current Liabilities ("*Passivo Circulante*")
- Long-term Achievable ("*Realizável a Longo Prazo*")
- Long-Term Liabilities ("*Passivo de Longo Prazo*")
- Permanent Asset ("*Ativo Permanente*")
- Net worth ("*Patrimônio Líquido*")
- Advanced Expenses ("*Despesa Antecipada*")
- Future Financial Year Result ("*Resultados de Exercícios Futuros*")
- Paid-up capital ("*Capital Social Integralizado*")
- Negative certificate of bankruptcy or concordata issued by the distributor of the seat of the legal entity ("*Certidão negativa de falência ou concordata expedida pelo distribuidor da sede da pessoa jurídica*").

Note:

- 1. All indexes described above shall be attached to this form and be presented in separated pages.**
- 2. All documents must be signed and registered by the Tenderer and the tenderer's Accountant.**

THE TENDERER

NAME :

SIGNATURE :

APPENDIX "G" TO FORM OF TENDER
(continue) (to be completed and delivered by tenderers)

THE ACCOUNTANT

NAME :

SIGNATURE :

Dated this day of2019

APPENDIX "H" TO FORM OF TENDER
(to be completed and delivered by tenderers)

LEGAL INFORMATION

In regard to the tenderer's legal condition, the following documents shall be presented:

- Constitutive act, statute or social contract in force, duly registered, and its modifications, in the case of commercial companies, and, in the case of joint-stock companies, accompanied by documents of election of its managers | Contrato Social.

- Registration of the constitutive act in the commercial board, in the case of civil companies, accompanied by evidence of board of directors in office | Registro do Contrato Social na Junta Comercial

THE TENDERER

NAME :

SIGNATURE :

Dated this day of2019

TENDERING DOCUMENTS

*RENOVATION OF THE CHIEF MISSION RESIDENCE
AND EMBASSY OF SERBIA IN BRASILIA*

DOCUMENT II – CONTRACT AGREEMENT

DECEMBER 2019
REVISION 01



EMBASSY OF THE REPUBLIC OF SERBIA
SES Av. das Nações Quadra 803 Lote 15
BRASILIA, BRAZIL
Ref: 383-2/19
Date: 09.12 2019

CONTRACT AGREEMENT

Construction works general renovation of the Chief Mission Residence and Embassy
Building of the Republic of Serbia in Brasilia, with the “turn-key” Clause

Serial number 01/ 2019

Brasilia, December 2019



EMBASSY OF THE REPUBLIC OF SERBIA
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BRASILIA, BRAZIL
Ref: 383-2/19
Date: 09.12 2019

For “Construction works of the general renovation of the Chief Mission Residence and Embassy Building of the Republic of Serbia in Brasilia, with the “turn-key” Clause

Signed between

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

For the one part,

And

2. The company _____

TIN (CNPJ) _____, represented by _____

the Managing Director ----- (hereinafter referred to as the **Contractor**),

for the other part

The Contracting Parties hereby witness that:

- the contract award procedure for the procurement of high value construction works of the general renovation of the Chief Mission Residence and Embassy Building of the Republic of Serbia in Brasilia, with the “turn-key” Clause 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 Contractor submitted the bid (an independent one / a joint one / with the Subcontractor), (**as applicable from the bid**) the bid No. _____ of _____, (**to be filled out** by the Contractor), which fully corresponds to the technical specifications from the Tender Documents, enclosed as an Annex to the Contract and making an integral part thereof;
-



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- The Investor chose the Contractor, pursuant to the Contract Award Decision No. _____ of _____ 2019 **(to be filled out by the Investor)**, and the bid of the Contractor No. _____ of _____ 2019 **(to be filled out by the Contractor)**;
- The Investor made the Contract Award Decision No. of2019, by applying the economically best bid criterion, thus opting for the Contractor'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 construction works of the general renovation of the Chief Mission Residence and Embassy Building of the Republic of Serbia in Brasilia, with the "turn-key" Clause, fully in accordance with the terms of reference adopted by the Investor and the Contractor's accepted bid.

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

Article 2

The Contractor shall perform the relevant works fully in accordance with the terms of reference adopted by the Investor and the Contractor's accepted bid No. _____ of _____ 2019, 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: _____) including VAT.

The agreed fee is with VAT.



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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 Contractor, in the following way:

- 1) Advance payment (up to 40% of the total agreed contract value) amounting to%, of the contract value, i.e. EURincluding 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 of the Contractor and technical supervisory authority, within 15 to 45 days from the date of the official handover of the works or the bill, issued for the works performed.

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

MEANS OF FINANCIAL SECURITY

Article 5

The 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



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Contractor 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 Contractor 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 Contractor 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 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 Contractor 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 Contractor 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 including 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 Contractor fails to fulfil the warranty obligations within the agreed deadlines and in the manner stipulated by the public procurement contract. If the Contractor 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 Contractor has the seat, the Contractor 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 Contractor has the seat. The Contractor shall deliver these means of security.



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DEADLINE

Article 6

The Contractor 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 CONTRACTOR

Article 7

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

- Before starting the works the Contractor shall mark the construction site with an adequate sign, as well as forward to the Investor the insurance policy and the schedule of works.

The Contractor is obliged to:

- Indicate, by making a Decision, the responsible Architect and inform the Investor prior to the commencement of the works. The Contractor 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, in accordance with regulations, standards, technical and quality norms applicable to certain types of works, installations and equipment;

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

- 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;



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- 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 and to provide evidence of the quality of works, built-in materials, installations and equipment;
- 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 (adjacent facilities and access roads);
- Participate in the technical acceptance procedure for the building, and the handover of the works;



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RIGHTS AND RESPONSIBILITIES OF THE INVESTOR

Article 8

- The Investor shall introduce the Contractor 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 Contractor a decision on the appointment of the supervising authority and introduce the Contractor to the plan of works.

- While works are in progress, the Investor shall inform the Contractor 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 Contractor 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 Contractor; cooperation with the Contractor 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 Contractor.

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

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

The Contractor 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.



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OBLIGATIONS OF THE RESPONSIBLE CONTRACTOR

Article 9

The Responsible Contractor 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 Contractor.

The Contractor 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 Contractor, with the consent of the Investor, and it must match the technical documentation, technical norms and established standards.

CONTRACTUAL PENALTY

Article 11

If the Contractor by his fault fails to fulfil the subject of this Contract within a period specified in Article 6 hereof, the Contractor shall pay the Investor the contractual penalty of approximately 0,2% (two per mille) of the contracted fee for each calendar



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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 Contractor.

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 Contractor shall submit to the Investor all warranties for built-in materials and equipment installed including operating instructions.

The Contractor shall, within the warranty period, at its own expense, eliminate all defects and damage caused to the building by his fault and also at his own expense and within a reasonable time determined by the Investor, remove all defects in the performed works which occurred because the Contractor failed to comply with its obligations in terms of quality of the performed works and built-in materials.

FACILITY HANDOVER AND FINAL BILLING

Article 14

Upon completion of the works the Contractor 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 Contractor 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 Contractor of the appointment of Commission members.



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

The Report shall state whether the works were performed according to the Contract, or which works the Contractor 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 Contractor; statement on the handover of warranties and certificates, the completion and handover dates.

The Contractor 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 Contractor was required or authorized to do, regardless of whether they are covered by temporary work situations.

CONFIDENTIALITY

Article 15

The Contractor shall keep business secrets of the Investor.

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

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.



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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 Belgrade Commercial Court.

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.



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Managing Director Ambassador

Note: The Contract Agreement shall be filled in, authenticated by the seal and signed by the Contractor, confirming that he agrees with its contents.

If the bid is submitted by a group of Contractor as a joint bid, the Contract Agreement shall be sealed and signed by all members of the group of bidders.

Embassy of the Republic of Serbia

The Contractor

Whereof signed by the parties:

The Embassy

By: The Ambassador Mr. Veljko Lazić

The Contractor A Empreiteira

By: Mr. XOXOXOXOXOXO

CNPJ _____