

EMBASSY OF THE REPUBLIC OF SERBIA
BEIJING, PEOPLE'S REPUBLIC OF CHINA
San Li Tun, Dong 6 Jie 1, 100600 BEIJING
No. 157-3/2018
Date: 23 April 2018

TENDER DOCUMENTS

Design and execution of construction works to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People's Republic of China

Serial No. 02/2018

Part I

Beijing, 23 April 2018

No. 02/2018

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1. GENERAL INFORMATION ON THE PROCUREMENT

1.1 Name, address and website of the Contracting Authority

Embassy of the Republic of Serbia in Beijing
Address: San Li Tun, Dong 6 Jie 1
100600 Beijing

Website: <http://www.beijing.mfa.gov.rs>

Note on conducting the procurement procedure of high value work

The present procurement procedure of high value work is carried out pursuant to the Directive on Procurement in Diplomatic Missions and Consular Posts of the Republic of Serbia No. 716/GS of 20 May 2013, Instruction on Conducting Procurement in DCMs of the Republic of Serbia Abroad No. 716-2/GS of 3 July 2013 and the Decision on Commencement of the procurement procedure of high value work No. 157/2018 of 23 April 2018

1.2 Subject of procurement

The subject of the procurement is

1. Production of the General/Execution project based on the Preliminary Design of the Contracting Authority.
2. Execution of construction works as per above General/Execution project

to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People's Republic of China.

The subject of the procurement is more specifically defined in Part II, Preliminary Design, Technical Documentation, (type and description of the works that are the subject of the procurement) – technical tasks.

1.3 Note on carrying out the procedure in order to conclude the procurement contract

The present procedure is carried out in order to conclude the procurement contract. The contract shall be concluded with the Bidder to whom the Contracting Authority decides to award the contract.

1.5 The decision on awarding the contract shall be made within five days from the date of public bid opening. The Contracting Authority 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 proceedings before the judicial authorities of the receiving country.

2. INSTRUCTIONS TO BIDDERS ON HOW TO PREPARE THE BID

2.1 Language of the bid

The instructions on how to prepare the bid contain the information on the Contracting Authority's requirements concerning the content of the bid, as well as the conditions under which the contract awarding process is conducted.

The bid shall be drawn up in English.

2.2 Special requirements of the Contracting Authority concerning the form of the bid

Forms and declarations required for tender documents, or the information that must constitute an integral part thereof, shall be completed by the Bidder clearly so as to enable identification of the real content of the bid, which shall be signed and the official seal affixed by the person authorized by the Bidder.

The bid has to be clear and unambiguous.

The Bidder shall deliver the bid in writing.

The bid shall be prepared by the Bidder by filling in the required information in the forms that constitute an integral part of the tender documents.

If the bid contains corrections, they shall be initialed and affixed the Bidder's seal. The bid shall be clear and unambiguous, accompanied by all annexes forming an integral part of the documentation.

It is advisable that all bidding documents be tied up together with a tape and sealed in order to prevent subsequent insertion, removal or replacement of individual sheets of paper or annexes without causing visible damage to the sheets or the seal.

2.3 Bids with variations are not allowed

All Bidders shall submit bids for procurement in whole, and bids with variations shall not be allowed.

The Contracting Authority reserves the right to withdraw from the selection process:

- if it is determined that none of the bids fulfill the requirements of the tender documents;
- if the amount of available funds is changed by the revision of the budget plan;
- due to Force Majeure or other valid reasons.

2.4 Requirements to be met by the Bidder

The bid shall be considered correct and complete, if a Bidder submits:

- Completed “Bidding Form” (Part I) including all entries in section the Bill of Quantities section; each page should be initialed and seal and signature affixed on the completed Bill of Quantities (Part II);
- Documents issued by official institutions;
- Proof that the Bidder is registered with the relevant Court of the country of its domicile, for the execution of works that the subject of procurement;
- Evidence, a statement showing that the company is not bankrupt and that proceedings have not been initiated against it;
- A relevant license for construction works and relevant architectural license for persons assigned to manage the works, issued by the relevant institution of the country where the Bidder is seated;
- Evidence of references proving that the company carried out at least three designs and carried out adaptation construction works;
- Completed “Bidder Information Form”;
- Bidder’s statement of acceptance of the requirements set out in the invitation to bid;
- Model contract. The Bidder shall complete a model contract, seal and sign it, confirming his agreement with all elements thereof.

2.5 Site of performance of the works

The works will be carried out on business property in Beijing, at 2 Jiu Xia Qiao, Chaoyang District, B Section B03-6.

2.6 The tour of the building, additional information and explanations

In order to get acquainted in more detail with the subject of the procurement, works and overall works to be undertaken, it is advisable that an authorized person of a potential Bidder visit the site before submitting a bid, subject to prior notification, by telephone, to the Embassy of the Republic of Serbia in Beijing at No. 6532 1562 or by e-mail: embserbia@embserbia.cn

An interested person may request additional information or clarification by e-mail to embserbia@embserbia.cn regarding bid preparation, not later than five (5) days before the deadline for submission of bids. The Contracting Authority shall, within three (3) days of receipt of the request, send a reply in writing and at the same time publish the information on its website.

Requesting additional information and clarification by telephone is not allowed.

2.7 The Bidder who has submitted an independent bid cannot simultaneously participate in joint bidding or as a subcontractor and *vice versa*. The Bidder shall state in the bidding form the manner of bid submission, i.e. whether the bid is submitted independently, or as a joint bid or as a bid with a subcontractor.

2.8 If the Bidder submits a bid with a subcontractor, the Bidder shall indicate in the bid that the procurement shall be partially entrusted to a subcontractor and quote the percentage of the

total procurement value to be entrusted to the subcontractor, indicating which part of the subject of procurement will be executed through the subcontractor.

The total value of procurement the Bidder has entrusted to the subcontractor shall not exceed 50%.

The Bidder shall submit evidence that the subcontractors meet the requirements listed in the Instructions to prove the fulfillment of the requirements.

The Bidder shall grant the Contracting Authority, at his request, access to the subcontractor in order to determine whether the requirements have been met.

2.9 A bid can be submitted by a group of Bidders

An integral part of such joint bid shall be an agreement whereby the above Bidders mutually agree and with the Contracting Authority to execute the procurement. That agreement will have to contain the information on:

- 1) the member of the Bidder group who shall be the main contractor, i.e. who will submit the bid and represent the said Bidder group before the Contracting Authority;
- 2) the Bidder who will sign the contract on behalf of the Bidder group;
- 3) the Bidder who will provide a collateral on behalf of the Bidder group;
- 4) the Bidder who will issue a bill;
- 5) the account into which the payment will be made;
- 6) the responsibilities of each Bidder from the Bidder group for the contract execution.

A group of Bidders shall submit all required evidence listed in the Instructions to prove that the requirements have been met.

2.10 Confidential information in the bid

Each page of the bid containing information confidential for the Bidder shall be marked as “CLASSIFIED” in the upper right corner.

Proofs of the fulfillment of the requirements, the rates and other information contained in the bid relevant to the application of criteria and ranking of the bid shall not be considered confidential.

The Contracting Authority shall keep as confidential all information on Bidders contained in the bid, specified as confidential by special regulations as well as designated as such by the Bidder in the bid.

The Contracting Authority shall not disclose information which would imply breach of the confidentiality of information contained in the bid.

All names of interested persons, Bidders and the information on the submitted bids until the date of opening of bids shall be treated as a business secret by the Contracting Authority.

2.11 Rights of the Bidders upon opening the bid

The Contracting Authority may request additional clarification, control and authorized corrections from the Bidder upon submission of the bid and perform control with the Bidder.

2.12 Requirements concerning manner and conditions of payment

The payment for the works carried out shall be made upon the delivery of provisional or final bills based on the situation on the ground, certified by the person in charge. Payment deadline shall not be less than 15 (fifteen) days nor exceed 45 (forty-five) days, counting from the date of the official handover or final bill issued for the executed work.

If the payment deadline is shorter than required, the bid shall be rejected.

Payments shall be made into the bank account held by the selected Bidder, as follows:

- advance payment, but not more than 30% of the agreed fee, within 15 days from the delivery of the preliminary advance payment estimate, and following the submission of a bank guarantee of advance payment refund or any other relevant form of financial security;
- remaining portion of the agreed fee successively, within 15 days from the date of receipt of temporary bill and handover.

The date of receipt is the date written on the registration stamp of the Contracting Authority.

The Contracting Authority shall reserve the right to adjust the schedule of payments to the execution capacities of the State Budget of the Republic of Serbia.

2.13 Means of financial security

The Bidder shall submit:

- Mean of financial security issued for the good performance in the amount of 10% of the bid value excluding 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 mean of financial security for good performance. The Contracting Authority shall cash in on the mean of financial security for good performance if the Bidder fails to fulfill the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.
- Mean of financial security **against defects within the warranty period** at the time of the procured works delivery, in the amount of 10% of the contract value excluding VAT,

with a validity period exceeding the warranty by 5 days. The Contracting Authority shall cash in on the mean of financial security 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 Bidder fails to deliver the bank guarantee or other mean of financial security within the requested period, the Contracting Authority shall cash in the bank guarantee against good performance.

* Note: If the above-mentioned means of security do not exist in the country where the Bidder has the seat, the Bidder 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 Bidder has the seat. The Bidder shall deliver these means of security.

2.14 Warranty period

General warranty period refers to the accuracy and quality of the works and **must be at least 2 (two) years.**

The faults observed in the warranty period, the Bidder shall be obliged to remove free of charge and in the shortest possible time.

Should the Bidder fail to provide the required guarantee period (as defined in paragraphs under this sub-title) the bid shall be rejected.

2.15 Bid's validity period

The bid shall be valid for at least sixty (60) days from the day of bid opening. If the Bidder has indicated a shorter period, the bid shall be deemed unacceptable.

2.16 Delivery deadline for the works

Delivery deadline for all works (including preparation of the final design) that are the subject of the present procurement **shall not be longer than 60 calendar days** from the date of the beginning of works. It shall be understood that the Contractor collected all information about the condition of the building, and therefore shall not be entitled to request any reimbursement on account of not being aware of the conditions and construction deadlines.

2.17 Reasons for rejecting a bid

Only properly and timely submitted bids which fulfill all the requirements set forth in the tender documents shall be considered.

Incomplete bids shall not be considered any further and shall be rejected.

Bids submitted by the Bidders who do not enclose license for construction works and relevant architectural license for the persons assigned to manage the works shall be refused by the Contracting Authority.

2.18 Best bid awarding criterion

Decision on awarding the contract on the procurement of works shall be made by applying the lowest offered rate criterion, upon the fulfillment of all the requirements and terms and conditions of the Contracting Authority, specified in the Tender Documents.

2.19 Building handover and final billing

The building handover and final billing shall be made according to the Minutes on the handover, signed by authorized representatives of the Contracting Authority, the selected Bidder and the supervisory authority.

The Minutes shall be made immediately upon completion of the works before submitting the final billing.

Work on the final billing shall begin immediately following the handover, and shall be completed within 15 days from the handover date.

A special commission consisting of representatives of the Contracting Authority, Ministry of Culture and Information, and selected Bidder shall effect the handover of the building.

2.20 Currency and manner of stating and expressing rates in the bid

The prices contained in the Tender Documents and rates in the bid shall be expressed in yuan (CNY).

The offered fee shall include the cost of preparation of the main executive design project, cost of the works execution, charges, surpluses and shortages up to 5% and unplanned works including all other expenses occurring during the performance of the works necessary for the completion of the works.

The fee shall be fixed and non-negotiable.

If an uncommonly low fee is asked in the bid, the Contracting Authority shall request a detailed explanation of all integral parts thereof deemed to be relevant.

The contracted does not include VAT.

2.21 The period during which the Bidder whose bid was selected as the best shall begin the conclusion of the contract

Following the decision on awarding the contract, the selected Bidder shall be invited to sign the contract within 8 days from the day of receipt of the decision.

The selected Bidder shall deliver the contract, signed and certified by an authorized person, to the Contracting Authority within 3 days from the day the Contracting Authority delivered the contract to the Bidder for signature and certification (stamp).

If the selected Bidder fails to submit a signed and certified contract within the above indicated period, the Contracting Authority may sign a contract with the next best Bidder.

2.22 Amendments to the tender documents

If the Bidder amends the Tender Documents within the bid submitting period, the Contracting Authority shall immediately and free of charge publish these amendments on its webpage.

All amendments shall constitute an integral part of the Tender Documents. Signed amendments shall be delivered jointly with other Tender Documents accompanying the bid.

2.23 Data correction

If the Bidder makes a mistake in submitting the information in the Tender Documents, he shall be obliged to correct it, to fill it in properly, to have it stamped and signed by the person authorized the Bidder.

2.24 Suspension of the procurement procedure

The Contracting Authority reserves the right to suspend the procurement procedure on the basis of objective and verifiable reasons which could not have been foreseen at the time of the commencement of the procedure and which obstruct the completion of the ongoing procedure, or on account of which the Contracting Authority is no longer in need of procurement of goods and services, for which the procedure will not be repeated within the same budget year.

2.25 Preparation of design documentation, main design project and execution of works

Once the design documentation has been completed and accepted, the selected Bidder shall take position of site and commence construction works to alter the structural concept of the building for the purposes the Cultural Centre of the Republic of Serbia in Beijing, People's Republic of China.

The selected Bidder shall, at no extra cost to the Contracting Authority, perform all the preparatory, construction, craft, finishing and other works, which are not specified separately, but are necessary for the completion and ensuring the functionality of the building.

The selected Bidder is obliged to provide such professional and high-quality performance ensuring that the Contracting Authority will be granted all necessary certificates following the technical controls of the performed works on the building.

The selected Bidder shall duly fulfill the requirements regarding the subject of the procurement in accordance with the contract on procurement, technical and other contract documents.

The selected Bidder shall provide overall oversight of subcontractors (if performing the works with subcontractors), manpower, materials, construction and assembly plants, equipment, etc., required on a temporary or permanent basis for fulfillment and/or completion of the execution of the said procurement as long as it is necessary or arises from the contract documents.

The selected Bidder is obliged to keep on site an accurate account and maintain all contractual and construction documents.

The selected Bidder shall keep designs, drawings, specifications and construction documents on site to ensure their availability at all times to the Supervisor and/or any person authorized by the Contracting Authority in writing.

The selected Bidder may, with the consent of the Contracting Authority, at no extra cost to the Contracting Authority, perform works at night, on Sundays and/or holidays.

The Contracting Authority shall engage a supervisory authority to carry out professional supervision of the works in accordance with the law.

2.27 Changing the terms of the contract while in force

The Contracting Authority may, following the conclusion of the Public Procurement Contract increase the volume of the subject of public procurement by up to 5% of the total value of the signed contract, should there be justified reasons to do so.

2.28 Security checks

The Contractor is obliged, after signing the Contract, within three days, to notify the names of persons involved in the works who will perform the works in question, as well as provide information on vehicles to be used, for security checks.

2.29 Work schedule with deadlines

The selected Bidder is obliged to submit to the Contracting Authority, individually or with other members of the group of Bidders, before starting the works, the Work Schedule Plan for

execution of works, defining the dynamics and deadlines for execution of works by types and positions, all in compliance with the offered timescale. The Work Schedule and Deadlines Plan must be properly and accurately made, signed and stamped.

3. BID FORM

Bid No. of 2018 for the procurement entitled “Design and execution of construction works to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People’s Republic of China”.

General Information on the Bidder	
Name of the Bidder	
Address	
Contact person	
TIN	
E-mail	
Phone number	
Fax number	
Bank account number and name of the bank	
Person authorized to sign contracts	

I hereby submit a bid:

Circle either a), b), or c) and fill in information requested in b) or c)

a) individually

b) with a subcontractor

1. _____

2. _____

3. _____

(Specify names and seats of all subcontractors)

c) jointly

1. _____
2. _____
3. _____

(Specify names and seats of all participants in a joint bid)

3) A – Offered fee for the preparation of the main construction project is:
_____ yuan (CNY) not including VAT.

B – Offered fee for the execution of works is _____ yuan (CNY) not including VAT.

TOTAL OFFERED FEE A + B is yuan (CNY) not including VAT.

TOTAL OFFERED FEE A + B is yuan (CNY) including VAT.

4) Deadline for the delivery of the main construction project and execution of works:

_____ days from the date of concluding the contract. (not exceeding 60 calendar days)

5) Bid validity period is:

_____ (in letters: _____) days from the date of bids opening.

(Not less than 60 days from the date of bids opening)

6) The requested advance payment is:

Advance payment _____ % of the contract value, (maximum advance payment cannot exceed 40% of the offer value)

7) Warranty period for the executed works, expressed in months is: _____ month(s) from the date of the handover of the performed works (not less than 24 months from the final handover of performed works).

Date:

Place:

L.S.

Signed by Bidder's
authorized person

Note: The Bidder shall complete, certify (stamp) and sign the Bidding Form to confirm the accuracy of data specified therein.

If the Bidders submit a joint bid, a group of Bidders may choose to complete, certify (stamp), and sign the Bidding Form or the group of Bidders may designate one Bidder from the group to complete, certify (stamp) and sign the Bidding Form.

4. ESTABLISHING BIDDER ELIGIBILITY

The Bidder shall provide, during the procurement procedure:

Evidence that the Bidder is registered with the competent authority, i.e. entered in the relevant register or registered in a court of law of a country of the Bidder's seat. N.B. If the Bidder puts in a bid jointly with other Bidders, the evidence should also be submitted for each member of the group. If the Bidder puts in a Bid together with a Subcontractor, evidence should also be submitted for the subcontractor (if there is more than one subcontractor, evidence for each is required).

Evidence that the Bidder has not been prohibited from performing professional work at the time of publishing the invitation to bid.

Evidence, statement proving that the company is not bankrupt and that proceedings have not been initiated against it.

Evidence that the Bidder has paid due taxes, contributions and other public levies in accordance with the regulations of the country where the seat is located.

The evidence validity period shall not exceed two months prior to the Bid opening.

Sufficient human resources – The Bidder shall have a staff of at least 20 full/part time employees or those engaged on other legal basis.

A relevant license for construction work and relevant architectural license for the person managing the works, issued by the relevant institution of the country where the Bidder's seat is located;

As evidence, a written Statement shall be provided under full moral, material and criminal responsibility, that at least a staff of 20 is employed, including the responsible contractors and the responsible architectural designer having required licenses.

Copies of the valid licenses shall be provided together with the Statement, issued by the relevant institution of the country where the Bidder's seat is located.

Evidence of the Bidder's business eligibility

The evidence of the Bidder's eligibility based on the fact that the Bidder has carried the same or similar reconstruction and/or adaptation construction works on at least three buildings.

The Contracting Authority shall not consider that the Bid was unacceptable if it fails to provide evidence stipulated by Tender Documents in case the Bidder has listed in the Bid the Internet page where the requested information has been made public.

Evidence on the fulfillment of the requirements may be submitted in the form of uncertified copies.

If the country where the Bidder's seat is located does not issue the requested evidence, the Bidder may submit, instead of the evidence, a written statement to that effect made under criminal and financial responsibility, certified by a court of law, an administrative body, a notary public or other competent authority of that country.

If the Bidder's seat is located in a foreign country, the Contracting Authority may check whether the Bidder's documents proving the fulfillment of the requested conditions have been issued by the competent authorities of that country.

The Bidder shall notify without delay the Contracting Authority, in writing, of any changes concerning the fulfillment of the conditions of the procurement procedure, which have occurred prior to the decision-making, the signing of the contract or during the validity of the procurement contract, and shall duly document these changes.

5. DECLARATION ON OBTAINING INSURANCE POLICY

For procurement of the “Design and execution of construction works to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People’s Republic of China”

We declare under full moral, material and criminal responsibility that if our Bid is selected as the best, and if we proceed to the conclusion of the procurement contract, prior to the commencement of the works, we shall submit to the Contracting Authority the insurance policy for the works, workers, equipment and materials, and an insurance policy against damage caused to third parties and goods of third parties for the duration of the works, i.e. pending the handover of the building to the Contracting Authority.

Place and date:

L.S.

The Bidder:

6. DECLARATION ON ACCEPTANCE OF BIDDING REQUIREMENTS BY THE BIDDER

WE DECLARE that by submitting the Bid we fully accept the requirements specified in the Invitation for the procurement of services concerning the design and performance of construction works to alter the structural concept and change the purpose of the building for the needs of the Cultural Centre of the Republic of Serbia in Beijing, People's Republic of China, as well as all the requirements specified in the Tender Documents, under which we submit our Bid.

We agree that these requirements in their entirety constitute an integral part of this contract, which cannot contradict these requirements.

Place and date:

The Bidder:

L.S.

7. MODEL CONTRACT

for “Design and execution of construction works to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People’s Republic of China”

Signed between

1. **The Republic of Serbia, Embassy of the Republic of Serbia in Beijing**,
represented by Ambassador H.E. Mr. Milan Bacevic, (hereinafter referred to as the
Contracting Authority),

for the one part,

and

2. The company -----

TIN -----, represented by-----

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

for the other part

The Contracting Parties hereby witness that:

- the procurement procedure of high value has been carried out for the purpose of design and performance of construction works to alter the structural concept and change the purposes of the building for the needs of the Cultural Centre of the Republic of Serbia in Beijing, People’s Republic of China, 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 (an independent bid/ joint bid/a bid with the Subcontractor), **(as applicable from the Bid)** Bid No.-----of-----2018, **(to be completed** by the Contractor), which fully corresponds to the technical specifications from the Tender Documents, enclosed as an Annex to the Contract, constituting an integral part thereof;
- The Contracting Authority chose the Contractor for the performance of works, pursuant to Contract Award Decision No. -----of ----- 2018 **(to be completed by**

the Contracting Authority), and the Bid of the Contractor No.----- of ----- 2018 (to be completed by the Contractor);

- The Contracting Authority made Contract Award Decision No.----- of ----- 2018, by applying the economically best bid criterion, thus opting for the Contractor's Bid as the most favorable one.

SUBJECT OF THE CONTRACT

Article 1

The subject of the present Contract is to regulate mutual rights and obligations regarding:

3. Production of the General/Execution project based on the Preliminary Design of the Contracting Authority.
4. Execution of construction works as per above General/Execution project

to alter the structural concept of the building for the purposes of the Cultural Center of the Republic of Serbia in Beijing, People's Republic of China.

First of all, the Contractor shall provide, in line with the Preliminary Design provided by the Contracting Authority, General/Execution Project to refurbish the building for the purposes of the Cultural Center of the Republic of Serbia in artistic district 798 in Beijing, People's Republic of China at 2 Jiu Xia Qiao Chaoyang District, B Section, B03-6, obtain a permit for carrying out of works, obtaining of all the necessary documents, approvals, permits, decisions, etc. and then execute all necessary works for refurbishing the building according to General/Execution project: construction craft works, mechanical, electrical and water and sewage installation, façade joinery works, gutter system and all other, including auxiliary works, in accordance with the technical requirements and the General/Execution project.

The Contractor shall provide services and carry out the works referred to in paragraph 1 and 2 of this Article, and the Contracting Authority shall pay to the Contractor the agreed price for it.

Article 2

The Contractor shall perform the relevant works fully in accordance with the Preliminary Design Project by the Contracting Authority and Contractor's accepted Bid No. -----of----- 2018, in accordance with the established term of 60 calendar days under Art. 6 hereof, according to laws, regulations, standards and norms for this type of works, rules of the technical profession, technical regulations and specifications.

All works and services referred to in Article 1 above shall fully comply with the quality requirements of the Contracting Authority's Technical documentation which constitute an integral part of this Contract.

VALUE OF THE CONTRACT AND TERMS OF PAYMENT

Article 3

The agreed fee is _____ (in letters: _____) Yuan (CNY) without VAT, i.e. _____ Yuan (CNY) including VAT.

The agreed fee shall be fixed and cannot be changed due to higher rates for the elements on the basis whereof it was determined.

The agreed fee includes the cost of the relevant works and possible services and all other costs required to complete the works.

Each Contracting Party has the right to request a modification of the agreed fee in the event of changed circumstances, or unexpected situations causing higher rates.

The Contracting Authority may, upon the conclusion of the Public Procurement Contract, expand the scope of the subject of procurement by a maximum of 5% of the total value of the concluded contract, provided it is based on justified reasons.

Article 4

Payments shall be made into the account held by the Contractor, in the following manner:

1) Advance payment (up to 30% of the total agreed value) amounting to% of the contract value in Yuan (CNY)not including VAT, within 15 days from the date of receiving the advance billing of costs and the mean of financial security for refund of the advance payment, has been filed;

2) The remainder of the agreed value shall be paid upon the delivery of temporary and final works or the bill, verified by the person in charge, within 15 days from the date of the official handover of the works or the bill issued for the works performed.

The Contractor waives charging default interest for late payment.

MEANS OF FINANCIAL SECURITY

Article 5

The Contractor shall submit:

- Mean of financial security issued for the good performance in the amount of 10% of the bid value excluding 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 mean of financial security for good performance. The Contracting Authority shall cash in on the mean of financial security for good performance if the Bidder fails to fulfill the contractual obligations within the agreed deadlines and in the manner stipulated by the contract.
- Mean of financial security issued **against defects within the warranty period** at the time of the procured works delivery, in the amount of 10% of the contract value excluding VAT, with a validity period exceeding the warranty by 5 days. The Contracting Authority shall cash in on the mean of financial security 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 Bidder fails to deliver the mean of financial security issued against defects within the warranty period within the requested deadline, the Contracting Authority shall cash in the bank guarantee against good performance.

* Note: In case the above-mentioned means of security do not exist 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.

DEADLINES

Article 6

The Contractor shall carry out the works specified in Article 1 of the present Contract within 60 (shall be taken from the accepted Bid) **calendar days** from the signing of the Contract and taking possession of the site.

OBLIGATIONS OF THE CONTRACTOR

Article 7

The Contractor shall:

- 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;
- With a view to producing General/Execution project, as may be necessary, to coordinate with the designer of Preliminary Design project, whose contact address will be provided by the Contracting Authority;
- From his point of view, to responsibly assess the works, their scope, the type and the difficulties associated with all works to be done, so that any objections and deficiencies that could affect the agreed fee or extension of the deadline for the completion of works cannot be subsequently submitted;
- Prior to the commencement of the works, the Contractor shall mark the construction site with an adequate sign, as well as forward to the Contracting Authority the insurance policy referred to in the Tender Documents and the schedule of works.
- The Contractor shall, within three days following the signing of the Contract, submit within 3 days the names of the persons engaged in the performance of works, and information on vehicles to be used, for security clearance.
- Indicate, by making a Decision, the person holding a license for construction works and inform the Contracting Authority prior to the commencement of the works. The Architect may change the Contractor in charge of the works, whereafter he shall inform the Contracting Authority, without delay, on the first workday following the change;
- Accept the invitation by the Contracting Authority to be introduced with the works;
- Warn the Contracting Authority, in writing, of the deficiencies in the technical documentation, and of the occurrence of unforeseen circumstances affecting the construction and application of technical documentation (changes in technical regulations, standards and quality norms after completed technical control, etc.);
- Carry out all the necessary works on the building in accordance with the present Contract, project and technical documentation;
- Secure the construction site and take protection measures, including protection of third parties from the risk of sustaining damage;
- Keep the construction logbook and ledger in order;
- Inform the Contracting Authority about all issues of importance for the realization of the present Contract without delay and not later than 3 days from the date of becoming aware of the fact;

- Hand over to the Contracting Authority, upon the completion of works or termination of the Contract, the Project of the works completed, if any discrepancies in respect of the main construction project have been made during the construction works;
- Withdraw workers, remove the remaining material, equipment, tools and temporary facilities used during works, clean up the site and the building and hand over the building to the Contracting Authority, upon the completion of the works.
 - Acknowledge any mistakes, irregularities or inconsistencies and undertake to correct any inaccuracy or omission which prevents the completed building from being handed over;
 - 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;
 - Cooperate in the inspection of construction works done, and in particular to participate in surveying, measuring, quality testing, etc., at the request of the responsible person;
 - Comply with existing regulations and observe industrial safety measures in carrying out 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 at, and around, the construction site;
 - Participate in the building technical approval procedure, and the handover of the works;
 - Carry out the works in line with the project documentation he prepared and on the basis of permits required for the performance of works.
 - Shall be responsible for all expenses required for designing and carrying out the works related to the said procurement, including potential costs for the removal and disposal of materials, etc.
 - submit to the Contracting Authority the certificate of occupancy concerning the said procurement, provided that it is consistent with the regulations of the receiving country,
 - Submit to the Contracting Authority, on the occasion of the handover the following documents: certificate of occupancy, construction permit and other accompanying documentation required for the design and construction works in question.
 - The project documentation for the General/Execution project shall include all elements stipulated under the Law on Planning and Construction and/or other applicable regulations regulating the subject of procurement in the receiving country.
 - Following the completion of works, the Contractor shall clean up the construction site and put the surrounding area in orderly condition. The works shall in all their aspects be carried out according to the design, in line with the requirements from the bill of quantities, technical/technological standards, norms of construction regulations and with due professional care and applicable standards for the said type of works, using appropriate mechanical equipment and qualified workers for performance of complex tasks.
 - The Bidder shall be fully responsible for ensuring safety at the construction site and potential damage caused to third persons.

- The works shall be carried out in a manner that in no way impedes or limits operation of traffic, flow and commute of citizens, does not harm infrastructure, the surrounding area and environment or health and safety of the persons present on site and passers-by.
- The materials applied must be stable and environment-friendly.
- The Bidder shall, prior to taking possession of the site, insure the works, materials and equipment against standard risks to their full value, as stipulated in detail in the model contract.

RIGHTS AND OBLIGATIONS OF THE CONTRACTING AUTHORITY

Article 8

- The Contracting Authority shall take the Contractor to take possession of the site and ensure his unrestricted access to thereto.
- Prior to the commencement of the works, the Contracting Authority shall submit to the Contractor the decision on the appointment of the supervising authority and take the Contractor to take possession of the site.
- While works are in progress, the Contracting Authority shall inform the Contractor of all the circumstances of importance to the works, give him instructions about the works when requested, and appear in the capacity as Contracting Authority before the state authorities and third parties whenever needed.
- Upon the completion of works, the Contracting Authority shall accept the building as provided for by the present Contract.

- The Contracting Authority shall provide for a technical supervisory authority during the works.

Technical supervision shall include: control whether works are done in accordance with the technical documentation; quality control and examination 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 Contracting Authority and make objections to the Contractor.

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

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

The Contractor shall act upon objections and orders of the supervisory authority and remedy the deficiencies in the works which have been the subject of reasonable objection at his own expense. It is considered that reasonable objections are those relating to discrepancies in the works in respect to what was contracted.

OBLIGATIONS OF THE CONTRACTOR IN CHARGE

Article 9

The Contractor in charge 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 unimpeded operation of traffic and environmental protection throughout the works;
- Ensure the safety of the building, people on the construction site and the surrounding areas (adjacent buildings and access roads);
- Provide evidence of the quality of works performed, built-in materials, installations and equipment;
- Ensure that the construction project logbook and construction ledger are kept in order;
- Secure the building and its environment 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, technical norms, and the responsibility for their quality shall be borne by the Contractor.

The Contractor shall, upon the request of the Contracting Authority, submit required certificates of the quality of materials, components, parts incorporated into the building and, as appropriate, 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 approval of the Contracting Authority, and it must correspond to the technical documentation, technical norms and the established standards.

CONTRACTUAL PENALTY

Article 11

If the Contractor by his fault fails to fulfill the subject of this Contract within a period specified in Article 6 hereof, the Contractor shall pay the Contracting Authority the contractual penalty of approximately 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 does not exceed 5% (five percent) of the agreed fee.

The Contracting Authority 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 date of the building handover, unless a longer period is legally provided for certain works.

The warranty period for fittings and fixtures is indicated by the manufacturer and begins to run from the building handover date.

During the building handover, the Contractor shall submit to the Contracting Authority all warranties for built-in materials and equipment installed, including their operating manuals.

Within the warranty period, the Contractor shall, at his own expense, eliminate all defects on the building resulting from the Contractor's failure to comply with his obligations in terms of quality of the performed works and built-in materials.

Article 13

Within the warranty period, the Contractor shall remove all defects on the performed works, or damage to the building caused by his fault, at his own expense and within a reasonable period of time determined by the Contracting Authority.

BUILDING HANDOVER AND FINAL BILLING

Article 14

Upon the completion of the works, the Contractor shall hand over the building to the Contracting Authority for his possession.

The handover of the building for possession by the Contracting Authority after the agreed period shall be considered a delay in carrying out the works.

The Contractor shall notify the Contracting Authority of his intent to handover the building at least 15 days prior to the scheduled handover date and, at the same time, provide the names of the persons who will attend the handover, on behalf of the Contractor.

The Contracting Authority shall, within 10 days of receiving the notice of the intent to handover the building, designate a Commission for the building handover and inform the Contractor of the appointment of Commission members.

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

The Report shall state whether the works were performed according to the Contract, i.e. which works the Contractor shall have to improve, repair or redo, at his own expense, and within which period of time; on which technical issues no agreement has been reached between the authorized representatives of the Contracting Authority 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 date they were established. Otherwise, it will be considered that the works were performed upon the expiry of the contracted deadline.

Work on the final billing shall begin immediately upon the handover and shall be 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 carry out, regardless of whether they were included under temporary work situations.

CONFIDENTIALITY

Article 15

The Contractor shall keep business secrets of the Contracting Authority.

The Contractor shall, within his activities, care about the reputation of the Contracting Authority and his activities.

ANNEXES TO THE CONTRACT

Article 16

This Contract shall include the following integral parts:

- Annex 1, Bid of the Contractor number _____ of _____ 2018, filed with the Contracting Authority under number _____ of _____ 2018;

- Annex 2, Preliminary Design by the Contracting Authority and Technical Documentation - Part II;

- Agreement of the group of Contractors (in case of a Joint Bid).

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.

FINAL PROVISIONS

Article 18

Having in mind that the Contracting Parties are entering 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 applied 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 in agreement.

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 competent court in Beijing.

Article 19

The Contracting Parties jointly declare that they have read and understood 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 guarantees 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.

For the Contractor

For the Contracting Authority

Managing Director

Ambassador

Note: Model contract shall be completed, authenticated by the seal and signed by the Contractor, confirming his agreement with its contents.

If the bid is submitted by a group of Contractors as a joint bid, the Model contract shall be sealed and signed by all members of the group of bidders.

8. TECHNICAL DESCRIPTION

The Agreement between the Government of the Republic of Serbia and the Government of the People's Republic of China on the Reciprocal Establishment of Cultural Centers stipulates that, in line with the principle of reciprocity, the Government of the People's Republic of China will establish Cultural Centre of the PR of China in Belgrade, and that the Government of the Republic of Serbia will establish Cultural Centre of the Republic of Serbia in Beijing.

In order to implement the provisions of the Agreement, the Government of the Republic of Serbia has decided to establish the Cultural Centre of the Republic of Serbia in Beijing, in the People's Republic of China, and at the proposal of the Ministry of Foreign Affairs, an agreement has been concluded on the lease of office space in Beijing, at the address: 2 Jiu Xia Qiao, Chaoyang District, B Section, B03-6, area: 283.6 m².

The said premises were chosen in cooperation with the Ministry of Culture and Information which, as the competent authority, pointed out the importance of leasing the office space at the said location which will guarantee good attendance of the Serbian cultural programs since the center will be located in the art district.

The premises comprise ground and first floor, and are functionally appropriate for the needs of the cultural center – they provides suitable space for exhibitions, film screenings, meetings and other cultural events.

In order to make the said premises fully operational as soon as possible, it is necessary to make certain modifications thereof. To this end, the Ministry of Culture and Information carried out a procedure to obtain and have preliminary design prepared as a basis for the project task of

selecting a Bidder for the elaboration of the main (executive) project and performance of adaptation works.

9. TYPE AND DESCRIPTION OF THE WORKS THAT ARE THE SUBJECT OF THE PROCUREMENT

PART II

- **PRELIMINARY DESIGN**
- **TECHNICAL DOCUMENTATION**

The Bidder shall be obliged to complete all entries in the Form of the Bid and in -PART II, Technical Documentation.