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## CORRIGENDUM No: 1

**Publication Ref: 2007CB16IPO006-2009-1-3/003/PP2/RL**

Contract title: Construction works on the business administration facility "Centre for Exchange of Information on Cross-Border Cooperation" in Vladicin Han Municipality under subsidy contract 2007CB16IPO006-2009-1-3 [Budget line (BL6) Investments, Small scale construction /PP2)

Location: Municipality of Vladicin Han, Svetosavska Street № 1 Vladicin Han 17510  
Republic of Serbia

### WORKS TENDER DOSSIER

1. Corrigendum to the Procurement Notice: In the Procurement Notice position 4 Financing, page 1. modified and replaced by the following text:
  - **The former text:** Budget line 5/PP2 Investments, Small scale construction under subsidy contract №. ПД-02-29-245/02.08.2011
  - **Shall read as new text:** Budget line 6/PP2 Investments, Small scale construction under subsidy contract №. ПД-02-29-245/02.08.2011
2. Corrigendum to the Procurement Notice: In the Procurement Notice position 16. Selection Criteria sub position 2 Economic and financial capacity of tenderers bullet c): "The tenderer should present an appropriate statements from banks or evidence of professional risk indemnity insurance" is deleted
3. Corrigendum to the Letter of invitation: In the Volume 1\Section 1: Letter of invitation to tender launched 12.09.2012, page 1. the following text: "section 3: tender guarantee form" is deleted because No tender guarantee is required.
4. Corrigendum to the Instructions to tenderers: In the Volume 1\Section 1: Instructions to tenderers Sub-clause 12 position 12.1.8. (page 8) after text "Financial identification form (Form 4.5a, Volume 1) and Legal Entity File (Form 4.5b, Volume 1) following text: "Where the tenderer has already signed another contract financed by the European Union, it may provide instead of the forms and its supporting documents either the file numbers received or copies of the forms provided on that occasion, unless a change occurred in the meantime" is deleted.
5. Corrigendum to the Instructions to tenderers: In the Volume 1\Section 1: Instructions to tenderers Sub-clause 12 position 12.1.9. bullet 2. (page 8) modified and replaced by the following text:

- **The former text:** "The requirements for the proposed staff are described in the table below:

Key Positions	No	Minimum experience (years of working experience)	Minimum experience (years of experience in similar projects and position)
Site Manager (Civil Engineer)	1	5	3
Electrical Engineer	1	5	3
Mechanical Engineer	1	5	3

- **Shall read as new text:** "The requirements for the proposed staff are described in the Sub-clause 12.2 (Key Personnel) "
6. Corrigendum to the Instructions to tenderers: In the Volume 1\Section 1: Instructions to tenderers Sub-clause 12 position 12.1.9. bullet 6. (page 9) modified and replaced by the following text:
    - **The former text:** "The tenderer must take account of the prevailing weather conditions and the requirement to prepare designs and obtain building permits prior to the execution of construction works"
    - **Shall read as new text:** "The tenderer must take account of the prevailing weather condition"
  7. Corrigendum to the Instructions to tenderers: In the Volume 1\Section 1: Instructions to tenderers Sub-clause 12 position 12.2. (page 11) criteria sub position 2) Economic and financial capacity of tenderers bullet d): "The tenderer should present an appropriate statements from banks or evidence of professional risk indemnity insurance" is deleted
  8. Corrigendum to the Special Conditions: In the Volume 2\Section 3\ Special Conditions Article 15: Performance guarantee, sub article 15.8 ( page 5) the following text: "In addition, when Contractor provides for an additional period of defect liability activities as required according Serbian laws and regulations, performance guarantee would be released within 45 days after expiration of the additional defect liability period " is deleted
  9. Corrigendum to the Special Conditions: In the Volume 2\Section 3\ Special Conditions Article 34: Period of implementation of tasks (page 6) modified and replaced by the following text:
    - **The former text:**" 34.1 The time for completion of works shall be **100 days** from the date of the contract signature by the last party (Contractor) but the possible extension of 90 days will be the subject of approval by the Managing Authority. In that case both parties will sign addendum of the contract regarding extension of period of implementation. "
    - **Shall read as new text:** "34.1 The time for completion of works shall be **100 days** from the date of the contract signature by the last party (Contractor) but the possible extension of 90 days will be the subject of approval by the Managing Authority. - Directorate General "Territorial Cooperation Management", Ministry of Regional Development and Public Works Sofia. In that case both parties will sign addendum of the contract regarding extension of period of implementation without changing the value of the contract".
  10. Corrigendum to the Special Conditions: In the Volume 2\Section 3\ Special Conditions Article 60: Provisional acceptance, sub article 60.1 ( page 10) the following text: " The Contractor is obliged to furnish the warranty period after issuance of the certificate of provisional acceptance according the 61.1 " is deleted

11. Corrigendum to the Special Conditions: In the Volume 2\Section 3\ Special Conditions Article 61: Defects liability, sub article **61.7** ( page 10) modified and replaced by the following text:

- **The former text:**" The Contractor is obliged to fulfill all his duties specified in Articles 61 of the General Conditions and 61.1 of the Special Conditions within a period on 365 days. In addition, the Contractor shall provide for an additional period of defect liability activities as required according Serbian laws and regulations "
- **Shall read as new text:** "The Contractor is obliged to fulfill all his duties specified in Articles 61 of the General Conditions and 61.1 of the Special Conditions within a period of 3 days but the possible extension to 15 days will be the subject of approval by the Managing Authority- Directorate General “Territorial Cooperation Management”, Ministry of Regional Development and Public Works Sofia. In that case both parties will sign addendum of the contract regarding extension of period of implementation"

12. Corrigendum to the Special Conditions: In the Volume 2\Section 3\ Special Conditions Article 62: Final acceptance, sub article 62.4 ( page 10) modified and replaced by the following text:

- **The former text:**" The “final acceptance certificate” will be issued only after “*Use permit*” (*upotrebna dozvola*) is obtained according to Serbian Law on Planning and Construction and relevant Regulations. The duration of the **warranty period** for the construction works shall be in compliance with the provisions of the Serbian Law on Planning and Construction and related Regulations."
- **Shall read as new text:** " The duration of the **warranty period** for the construction works shall be in compliance with the provisions of the Serbian Law on Planning and Construction and related Regulations. As a mean of insurance in warranty period, the Contractor shall, on the date of provisional acceptance, furnish to the Contracting Authority a guarantee/ bill of exchange for the soundness of construction. The amount of the guarantee for soundness of the construction shall be 5% of the contract price"

13. Corrigendum to the Tender Form Appendix to the tender: In the Volume 1\Section 2: Tender Form Appendix to the tender (page 6) modified and replaced by the following text:

- **The former text:**

	Subclauses of General Conditions or Special Conditions	
Name and address of the Contracting Authority.	To be completed by the Contracting Authority	Municipality of Vladičin Han Svetosavska № 1. 17510 Vladičin Han, Republic of Serbia
Name and address of the tenderer	To be completed by the tenderer	
Name and address of the representative of the Contracting Authority.	To be completed by the Contracting Authority	Goran Mladenović, mayor Municipality of Vladičin Han Svetosavska № 1. 17510 Vladičin Han, Republic of Serbia

Financing authority	European Commission Decision no. C(2008) 1058 on 25 March 2008	European Union, Directorate General "Territorial Cooperation Management", acting as Managing Authority for Bulgaria – Serbia IPA CBC Programme (CCI Number 2007CB16IPO006)
Deadline for notice to commence	SC Article 33.1	According to Art. 148 of the Serbian Law on Planning and Construction
Period of Implementation	SC Article 34.1	100 days from the date of the contract signature by the last party (Contractor) but the possible extension of 90 days will be the subject of approval by the Managing Authority. In that case both parties will sign addendum of the contract regarding extension of period of implementation.
Currency	SC Article 44.1	RSD
Payment of interim payment certificates and statement of final account	SC Article 44.3	25 days
Law of the contract	SC Article 2.1	Serbian law
Language of the contract	SC Article 2.3	English
Language for communications	SC Article 2.3	English and/or serbian
Upper limit of subcontracting	SC Article 7.1	30%
Period of access to the site	SC Article 9.1	Within 8 days after commence of the Works contract
Amount of performance guarantee	SC Article 15.1	10% of the amount of the Contract
Deadline for submission of programme	GC Article 17.1	30 days after the Notice of the commencement date

Normal working hours	Local legislation	8 hours per day - 40 hours per week
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	SC Article 33.1	The commencement date of the construction works is the date of giving access to the Site according to Art. 148 of the Serbian Law on Planning and Construction
Liquidated damages for the works	SC Article 36.1	0,1% per day of the contract price
Limit of liquidated damages for delay	SC Article 36.1	Maximum 10% of the contract price
Minimum amount of interim payment certificates	SC Article 50.1	10% of the Contract price
Percentage for adjustment of provisional sums	N/A	N/A
Amount of insurance for design	N/A	N/A
Amount of third-party insurance	SC Article 16.4	50 % of the total contract amount
Periods for submission of insurance	SC Article 16.5	Within 7 days from the Contract date
Defects Liability Period	SC Article 61.7	365 days with possible extension according Serbian laws and regulations.
Dispute settlement	SC Article 68.4	Exclusive jurisdiction of the Commercial Court Leskovac Serbia applying the national legislation of the Contracting Authority

– **Shall read as new text:**

	Subclauses of General Conditions or Special Conditions	
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Name and address of the Contracting Authority.	To be completed by the Contracting Authority	Municipality of Vladičin Han Svetosavska № 1. 17510 Vladičin Han, Republic of Serbia
Name and address of the tenderer	To be completed by the tenderer	
Name and address of the representative of the Contracting Authority.	To be completed by the Contracting Authority	Goran Mladenović, mayor Municipality of Vladičin Han Svetosavska № 1. 17510 Vladičin Han, Republic of Serbia
Financing authority	European Commission Decision no. C(2008) 1058 on 25 March 2008	European Union, Directorate General “Territorial Cooperation Management”, acting as Managing Authority for Bulgaria – Serbia IPA CBC Programme (CCI Number 2007CB16IPO006) under subsidy contract №. PД-02-29- 245/02.08.2011
Deadline for notice to commence	SC Article 33.1	According to Art. 148 of the Serbian Law on Planning and Construction
Period of Implementation	SC Article 34.1	The time for completion of works shall be 100 days from the date of the contract signature by the last party (Contractor) but the possible extension of 90 days will be the subject of approval by the Managing Authority. -Directorate General “Territorial Cooperation Management”, Ministry of Regional Development and Public Works Sofia. In that case both parties will sign addendum of the contract regarding extension of period of implementation without changing the value of the contract
Currency	SC Article 44.1	RSD
Payment of interim payment certificates and statement of final account	SC Article 44.3	25 days

Law of the contract	SC Article 2.1	Serbian law
Language of the contract	SC Article 2.3	English
Language for communications	SC Article 2.3	English and/or serbian
Upper limit of subcontracting	SC Article 7.1	30%
Period of access to the site	SC Article 9.1	Within 8 days after commence of the Works contract
Amount of performance guarantee	SC Article 15.1	10% of the amount of the Contract
Deadline for submission of programme	GC Article 17.1	30 days after the Notice of the commencement date
Normal working hours	Local legislation	8 hours per day - 40 hours per week
Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works	SC Article 33.1	The commencement date of the construction works is the date of giving access to the Site according to Art. 148 of the Serbian Law on Planning and Construction
Liquidated damages for the works	SC Article 36.1	0,1% per day of the contract price
Limit of liquidated damages for delay	SC Article 36.1	Maximum 10% of the contract price
Minimum amount of interim payment certificates	SC Article 50.1	10% of the Contract price
Percentage for adjustment of provisional sums	N/A	N/A
Amount of insurance for design	N/A	N/A

Amount of third-party insurance	SC Article 16.4	50 % of the total contract amount
Periods for submission of insurance	SC Article 16.5	Within 7 days from the Contract date
Defects Liability Period	SC Article 61.7	3 days but the possible extension to 15 days will be the subject of approval by the Managing Authority-Directorate General "Territorial Cooperation Management", Ministry of Regional Development and Public Works Sofia. In that case both parties will sign addendum of the contract regarding extension of period of implementation
Final acceptance,	SC article 62.4	The duration of the warranty period for the construction works in compliance with the provisions of the Serbian Law on Planning and Construction and related Regulations. As a mean of insurance in warranty period, the Contractor shall, on the date of provisional acceptance, furnish to the Contracting Authority a guarantee/ bill of exchange for the soundness of construction. The amount of the guarantee for soundness of the construction shall be 5% of the contract price
Dispute settlement	SC Article 68.4	Exclusive jurisdiction of the Commercial Court Leskovac Serbia applying the national legislation of the Contracting Authority

All other terms and conditions of the works tender dossier remain unchanged. The above alterations and /or corrections to the Procurement Notice, Letter of invitation, Instructions to tenderers, Special Conditions and Appendix to the tender are integral part of the works tender dossier.