

INTERNATIONAL MODEL FORM OF  
AGREEMENT BETWEEN CLIENT AND  
CONSULTING ENGINEER

and

INTERNATIONAL GENERAL RULES FOR  
AGREEMENT BETWEEN CLIENT AND  
CONSULTING ENGINEER

/IGRA 1963/

MEDJUNARODNI TIPSKI SPORAZUM IZMEDJU  
NARUČITELJA I CONSULTING ENGINEERA

zajedno s

MEDJUNARODNIM OPĆIM UVJETIMA ZA SPORAZUM  
IZMEDJU NARUČITELJA I CONSULTING ENGINEERA

/IGRA 1963./

This Document has been prepared by the  
International Federation of Consulting Engineers

/F.I.D.I.C./

Ovaj dokumenat pripremila je Medjunarodna  
federacija Consulting Engineera

/F.I.D.I.C./

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INTERNATIONAL MODEL FORM OF  
AGREEMENT BETWEEN CLIENT AND  
CONSULTING ENGINEER

THIS AGREEMENT made in duplicate the \_\_\_\_\_ day  
of \_\_\_\_\_ in the year Nineteen Hundred and  
between

hereinafter called 'the Client', of the one part and

Consulting Engineer/s/ hereinafter called 'the Consulting  
Engineer' of the other part.

WHEREAS the Client is desirous that engineering services  
be rendered for the following project:

/description of the reference/

NOW THESE PRESENTS WITNESS and it is hereby agreed and  
declared by and between the parties hereto as follows:

Art. 1. Appointment of Consulting Engineer/s/

The Client hereby appoints the Consulting Engineer/s/ and  
the Consulting Engineer/s/ accept/s/ the appointment on the  
conditions as laid down in the annexed 'International  
General Rules for Agreement between Client and Consulting  
Engineer' /IGRA 1963/ and on the terms and conditions  
hereinafter set forth.

Art. 2. / /Here fill in the Special Conditions, such as

Art. 3. / /applicable law, method of Remuneration etc.;  
etc. /see the Articles of the annexed Rules marked with+/

In witness whereof the parties sign:

the Client:

the Consulting Engineer

MEDJUNARODNI TIPSKI SPORAZUM IZMEDU  
NARUČITELJA I CONSULTING ENGINEERA

Ovaj Sporazum načinjen je u dva primjerka i to dana \_\_\_\_\_  
godine \_\_\_\_\_

izmedju

koji će se u dalnjem tekstu nazivati naručitelj, s jedne strane  
i

Consulting Engineer, koji će se u dalnjem tekstu nazivati  
Consulting Engineer, s druge strane.

Obzirom da naručitelj želi osigurati tehničke usluge za slijedeći objekt:

/opis objekta/

Ovime se potvrđuje da je dogovoren izmedju stranaka kako  
slijedi:

Član 1. Imenovanje Consulting Engineera

Naručilac ovime imenuje Consulting Engineera, a Consulting  
Engineer prihvata ovo imenovanje pod uvjetima sadržanim u pri-  
loženim "Medjunarodnim općim uvjetima za sporazum izmedju naru-  
čitelja i Consulting Engineera" /IGRA 1963./ kao i pod uvjetima  
ovdje izloženima.

Član 2. /Ovdje treba unijeti posebne uvjete kao što su: pravo

Član 3. koje se ima primjeniti, način plaćanja itd.;  
itd. /vidi takodjer i članove priloga koji su označeni  
zvjezdicom +/

U potvrdu gore iznijetog stranke stavlja svoj potpis:

Naručitelj:

Consulting Engineer:

INTERNATIONAL GENERAL RULES FOR  
AGREEMENT BETWEEN CLIENT AND  
CONSULTING ENGINEER  
/IGRA 1963/

1. General provisions

- 1.1. These rules concern the professional relationship between an individual person, corporate body or public authority /hereinafter called 'the Client'/, who wishes to engage the services of a Consulting Engineer, Partnership of Consulting Engineers or legal entity of Consulting Engineers /hereinafter called 'the Consulting Engineer'/ to advise on engineering matters or to design and supervise the construction of engineering works and the Consulting Engineer so engaged.
- 1.2. Words importing the singular only also include the plural and vice-versa without in either case altering the meaning of the context.
- 1.3. The headings shall not limit, alter or affect the meaning of these rules or the Agreement.
- +1.4. If the Agreement is written in more than one language it shall be stated in the Agreement which of these languages shall be the 'Ruling Language'.
- +1.5. In the Agreement it shall be stated under the legal provisions of which country the Agreement has been concluded.
- 1.6. The Client shall safeguard the Consulting Engineer against the consequences of any incompatibility between the provisions of these rules and/or the Agreement and the legal provisions under which the Agreement is concluded.
- 1.7. These rules shall be referred to as 'IGRA 1963'.
2. Rights and duties of the Client and the Consulting Engineer
- 2.1. The Consulting Engineer shall in all professional matters act as a faithful adviser to the Client, and, in so far as any of his duties are discretionary, act fairly as between the client and the Contractor.

MEDJUNARODNI OPĆI UVJETI ZA SPORAZUM  
IZMEDJU NARUČITELJA I CONSULTING ENGINEERA  
/IGRA 1963./

1. Opće odredbe

- 1.1. Ovi opći uvjeti bave se profesionalnim odnosom izmedju pojedinih osoba, pravnih osoba ili javnih organa /koji će se u dalnjem tekstu nazivati "Naručitelj"/, a koji žele angažirati usluge Consulting Engineera, ortakluka Consulting Engineera ili pravnu osobu s predmetom poslovanja Consulting Engineera /a koji će se u dalnjem tekstu nazivati "Consulting Engineer"/, i to s ciljem da dobiju savjete u tehničkim pitanjima, ili u projektiranju i nadziranju izvođenja tehničkih radova, te samoga Consulting Engineera.
- 1.2. Riječi koje su izražene u jednini mogu takodjer označivati i množinu i obratno, ne mijenjajući time značenje sadržaja.
- 1.3. Naslovu ne ograničavaju, ne mijenjaju, i nemaju utjecaja na značenje ovih uvjeta ili Sporazuma.
- + 1.4. Ako je Sporazum napisan na više jezika, navest će se u Sporazumu koji je od tih jezika mjerodavan.
- + 1.5. U Sporazumu će se navesti država po odredbama čijeg pravnog poretku je Sporazum zaključen.
- 1.6. Naručitelj će zaštiti Consulting Engineera protiv posljediča do kojih bi moglo doći zbog nesklada izmedju odredaba ovih uvjeta i/ili Sporazuma i pravnih odredaba u skladu s kojima je Sporazum zaključen.
- 1.7. Ovi će se uvjeti nazivati "IGRA 1963.".
2. Prava i dužnosti naručitelja i Consulting Engineera
- 2.1. Consulting Engineer će u svim profesionalnim pitanjima djelovati kao vjerni savjetnik naručiteljev, a u onim pitanjima u kojima su njegove dužnosti prepuštene njegovoj slobodnoj ocjeni postupat će na pravičan način izmedju naručitelja i izvodjača.

- 2.2. The Consulting Engineer shall exercise all reasonable skill, care and diligence in the discharge of his duties under the Agreement.
- 2.3. The Client shall furnish all pertinent data and information available to him and shall give such assistance as shall reasonably be required by the Consulting Engineer for the carrying out of his duties under the Agreement.
- 2.4. The remuneration of the Consulting Engineer charged to the Client according to clause 6 shall constitute his only remuneration in connection with the Agreement, which inter alia implies that he shall not accept any trade commission, discount, allowance or indirect payment or other consideration in connection with the reference.
- 2.5. The Consulting Engineer shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented or protected article or process used on or for the purpose of the Agreement unless it is mutually agreed that he may.
- 2.6. The Consulting Engineer, when in charge of supervision of Works under construction shall have authority to make minor alterations to design as may be necessary or expedient, but shall obtain the prior approval of the Client to any more substantial modification of the design and costs of the said Works and to any instruction to a Contractor which constitutes a major variation, omission or addition to the Contract. In the event of any emergency however which in the opinion of the Consulting Engineer requires immediate action in the Client's interests the Consulting Engineer shall have authority to issue such orders as required on behalf of and at the expense of the Client.
- 2.7. The Consulting Engineer shall not be the medium of payments made on behalf of the Client to Contractors and/or Suppliers, unless specifically so requested by the Client. He will however issue certificates for such payments.
- 2.8. The Client shall give his decision on all sketches, drawings, reports, recommendations and tender documents laid before him by the Consulting Engineer in such reasonable time as not to delay the work of the Consulting Engineer.

- 2.2. Consulting Engineer upotrijebit će u vršenju svojih dužnosti prema ovom Sporazumu, svu razumnu vještinu, pažnju i marljivost.
- 2.3. Naručitelj će Consulting Engineeru staviti na raspolaganje sve one odgovarajuće podatke i informacije koje su mu dostupne, te će mu pružiti onu pomoć koju ovaj može razumno zahtijevati za izvršenje njegovih dužnosti u smislu Sporazuma.
- 2.4. Naknada koju će primiti Consulting Engineer u skladu s članom 6. predstavlja njegovu jedinu naknadu u vezi s ovim Sporazumom, što, između ostalog, takodjer znači da neće primiti nikakvu trgovacku proviziju, popust, dodatak ili kakvu posrednu plaću, ili bilo kakvu drugu naknadu u vezi s poslom koji obavlja.
- 2.5. Consulting Engineer ne smije imati nikakve koristi, bilo posredne bilo neposredne, od ma kakve tantičeme, dodatka u novcu ili provizije, u pogledu bilo kojeg patenta ili zaštićenog predmeta, ili postupka upotrijebljenog u vezi s ovim Sporazumom ili zbog njega, osim ako bi bilo izričito dogovorenog da on tako nešto može primiti.
- 2.6. Consulting Engineer u slučajevima kad vrši nadzor nad radovima treba imati ovlaštenje da vrši korisne ili potrebne izmjene u projektima, ali za svaku bitniju izmjenu projekata ili cijena navedenih radova on treba da dobije prethodno odobrenje naručiteljevo, jednako kao i za svaku uputu izvodjaču koja predstavlja neku bitnu izmjenu, propust ili dodatak Ugovoru. Međutim u hitnim slučajevima u kojima je po mišljenju Consulting Engineera potrebno neodložno djelovanje u interesu naručiteljevu, tada Consulting Engineer ima pravo da izda takve naloge kakvi su potrebni, i to u naručiteljevo ime i na njegov trošak.
- 2.7. Plaćanja od naručiteljeve strane izvodjaču ili izvodjačima neće se vršiti posredstvom Consulting Engineera, osim ako bi to izričito zahtijevao naručitelj. Međutim Consulting Engineer će izdavati potvrde za plaćanja.
- 2.8. Naručitelj će donositi odluke u vezi sa svima skicama, crtežima, izvještajima, preporukama i ponudbenim dokumentima koje mu podnese Consulting Engineer i to u razumnom roku da ne zadržava rad Consulting Engineera.

- 2.9. The Consulting Engineer may call in the assistance of other Consultants or Experts. He shall be entitled to charge the ensuing costs to the Client when prior approval in writing has been obtained.
- 2.10. The copyright of all documents prepared by the Consulting Engineer in connection with the Agreement rests with the Consulting Engineer. The Client shall not be entitled either directly or indirectly to make use of these documents for the carrying out of the work other than under the supervision of the Consulting Engineer and/or of any additional or similar work without prior approval of the Consulting Engineer and without additional remuneration.
- 2.11. The Consulting Engineer shall have the right, subject to the Client's approval, which shall not be withheld unduly, to publish descriptive articles with or without illustrations, relevant to the references either on his own account or in conjunction with other parties concerned.
3. Preparation, conclusion, alteration and termination of the Agreement
- 3.1. The Agreement is considered to have come into force immediately upon the signature of the Form of Agreement or alternatively upon the signature of other documents clearly indicating the intention of both parties to collaborate on the basis of these Rules.
- 3.2. Should circumstances arise which call for modifications of the Agreement these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
- 3.3. The Consulting Engineer shall not have the right to assign or transfer the benefit or obligation of the Agreement or any part thereof. However the Consulting Engineer shall be entitled at any time to take into partnership another partner or partners /or directors/ and he or they shall thence be deemed to be included in the expression 'the Consulting Engineer'.
- 3.4. The Agreement shall not be dissolved by the death of the Client. His rights and obligations shall pass to his Successors.

- 2.9. Consulting Engineer je ovlašten u pomoć zvati druge savjetnike ili stručnjake. On ima pravo troškove, koji bi odatile nastali, naplatiti od naručitelja i to u svim onim slučajevima kad je za takvo angažiranje prethodno dobivena pismena dozvola od naručitelja.
- 2.10. Consulting Engineer zadržava autorsko pravo na sve dokumente koje pripremi u vezi sa Sporazumom. Naručitelj nije posredno, a niti neposredno ovlašten da upotrebljava ove dokumente za izvršenje radova, osim za one radove koji bi se vršili pod nadzorom Consulting Engineera i/ili za neke dodatne ili slične radove, a bez prethodnog odobrenja Consulting Engineera i bez dodatne naknade.
- 2.11. Consulting Engineer ima pravo, podložno naručiteljevu odobrenju koji isto ne smije neopravdano uskratiti, da objavi samostalno ili zajedno s drugima, opisne članke o objektu i to s ilustracijama ili bez njih.
3. Priprema, zaključenje, izmjena i prestanak Sporazuma
- 3.1. Smatra se da je ovaj Sporazum stupio na snagu odmah po potpisu Tipskog sporazuma ili alternativno, po potpisu drugih dokumenata iz kojih se jasno vidi namjera stranaka da suraduju na osnovi ovih uvjeta.
- 3.2. Ukoliko nastupe okolnosti koje iziskuju izmjenu Sporazuma, takve se izmjene mogu učiniti temeljem zajedničkog pisma nog sporazuma. Prijedlozi u tom pravcu jedne od stranaka bit će razmatrani od druge stranke.
- 3.3. Consulting Engineer nije ovlašten cedirati ili ustupiti nekomu trećem koristi ili obveze koje proizlaze iz ovog Sporazuma ili nekog njegovog dijela. Međutim Consulting Engineer je u svako doba ovlašten da udje u ortakluk s jednim ili s više drugova /ili direktora/, i on ili oni će od tada biti obuhvaćeni izrazom "Consulting Engineer".
- 3.4. Sporazum ne prestaje nakon naručiteljeve smrti. Njegova prava i obveze prelaze na njegove nasljednike.

- 3.5. Should the Consulting Engineer, being an individual, die or be prevented by illness or any other circumstance beyond his control from performing the obligations implied by the Agreement or having it performed entirely, the Agreement comes to an end without prejudice to the accrued rights of either party against the other.

The Client shall in that case owe the Consulting Engineer or his Successors and Assigns against surrender of the documents necessary for the continuation of the work in so far as they are available, such part of the remuneration as corresponds to the state of the work of the Consulting Engineer under the Agreement, including any reimbursable costs and those costs /if any/ ensuing for the Consulting Engineer or his Successors or Assigns from contracts already entered into in respect of the reference, in so far as they are not yet reimbursed by the client.

- 3.6. Should the Consulting Engineer be a partnership or legal entity the Agreement shall not be dissolved by the death or retirement of a member of the partnership or a director of the legal entity.

- 3.7. Should the Consulting Engineer be unable to fulfil his obligations under the Agreement owing to circumstances beyond his control or owing to some unreasonable action of the Client towards him or because the client does not meet his obligations under the Agreement, he is entitled to suspend his activities and/or to cancel the Agreement, in which latter case the provisions referred to under 3.5 apply, without prejudice to his right to claim damages from the Client if there are grounds to.

- 3.8. In the event of the whole or any part of the Works being postponed or abandoned or if for any reason whatsoever the Client cancels the Agreement as a whole or a part of it the same amounts are due to the Consulting Engineer as referred to under 3.5, increased by one quarter of the remuneration agreed upon for that part of the Works which due to the aforesaid circumstances will not be completed by the Consulting Engineer. If the remuneration is on a time-salary basis in accordance with 6.1 under A the Consulting Engineer shall be entitled to payment during a reasonable time for those of his staff who have been working on the reference and who have to be transferred to other jobs in addition to the amounts due to him as referred to under 3.5.

- 3.5. Ukoliko Consulting Engineer, koji je fizička osoba, umre ili ako je zbog bolesti, ili zbog bilo kojih drugih okolnosti van njegove kontrole, spriječen u izvršenju svojih obveza u smislu Sporazuma, ili ako je te obveze u cijelosti izvršio, tada Sporazum prestaje i to bez utjecaja na stečena prava svake od stranaka prema drugoj stranci.

U takvom slučaju naručitelj duguje Consulting Engineeru ili njegovim nasljednicima, ili cessionarima predaju onih dokumenata koji su potrebni za nastavak rada a s kojima on raspolaže, zatim onaj dio naknade koji odgovara stanju rada koje je izvršio Consulting Engineer prema Sporazumu, uključujući i troškove koje ovomu mora naknaditi, kao i one troškove /ako ih ima/ koji su za Consulting Engineera, njegove nasljednike, ili za njegove cessionare nastali kao posljedica ugovora koje su već zaključili u vezi s objektom i to u onom opsegu u kojem takvi troškovi još nisu Consulting Engineeru vraćeni.

- 3.6. Ako je Consulting Engineer ortak ili pravna osoba, Sporazum ne prestaje smrću ili povlačenjem u mirovinu nekog od drugova ortakluka ili direktora takve pravne osobe.

- 3.7. Ako Consulting Engineer nije u stanju izvršiti svoje obveze u smislu ovog Sporazuma, i to zbog okolnosti koje su van njegove kontrole, ili zbog nekog nerazumnog postupka samog naručitelja prema njemu, ili zbog neizvršenja obveza samog naručitelja u smislu ovog Sporazuma, tada je Consulting Engineer ovlašten da obustavi svoju djelatnost i/ili da raskine Sporazum. U ovom posljednjem slučaju primjenit će se odredbe člana 3.5, ali bez utjecaja na pravo Consulting Engineera da zahtijeva naknadu štete od naručitelja, ukoliko ima osnove za takav zahtjev.

- 3.8. Ukoliko dodje do odgadjanja ili napuštanja dijela ili svih rada, ili ukoliko naručitelj u cijelosti ili djelomično raskine Sporazum, oni iznosi koji se navode u članu 3.5, trebaju biti isplaćeni Consulting Engineeru i to uvećani za jednu četvrtinu dogovorene naknade za onaj dio rada koji zbog navedenih okolnosti neće moći biti izvršeni od strane Consulting Engineera. Ukoliko je naknada dogovorena na osnovi plaće prema utrošenom vremenu u skladu s članom 6.1 A, Consulting Engineer ima pravo na plaću za određeno vrijeme za svoje osoblje koje je bilo zaposleno na poslovima toga objekta i koje treba biti prebačeno na druge poslove, povrh iznosa na koje ima pravo u smislu člana 3.5.

3.9. If, within two years, the postponed Works or any part thereof shall again proceed, any relevant payments made under 3.8 shall rank as payments on account towards the total fee actually payable, it being understood that the extra time spent by the Consulting Engineer in connection with the resumption of the postponed Works and the actual costs of the additional work will be subject to an additional charge.

#### 4. Liability of the Consulting Engineer

+ 4.1. The Consulting Engineer is liable for the consequences of errors and omissions on his part or on the part of his employees in so far as specified in the Agreement and to the extent mentioned therein and with the limitations referred to hereunder.

4.2. If according to the Agreement the Consulting Engineer has certain liabilities for errors and omissions the indemnification to be paid by the Consulting Engineer shall only be based on the seriousness in character thereof and shall be determined in relation to the Consulting Engineer's fee for the Works and shall never be in excess of that fee.

4.3. The liability of the Consulting Engineer does not cover costs other than those for the reinstatement of the Works. All liability for consequential damages is excluded.

4.4. The liability of the Consulting Engineer /if any/ expires after two years from the date of completion of the relevant part of the Works.

4.5. The Consulting Engineer has no liability whatsoever for any part of the Works not designed by him or under his responsibility or which have not been constructed under his supervision.

4.6. The Consulting Engineer has no liability whatsoever for any part of the Works for which the liability rests with the Contractor or the supplier.

4.7. The Consulting Engineer has no liability whatsoever for any damage resulting from any act of Contractors or Suppliers which is not in accordance with the contract documents or the Consulting Engineer's instructions.

3.9. Ukoliko se u roku od dvije godine ipak nastave prekinuti radovi, sva plaćanja izvršena u smislu člana 3.8, smatrat će se plaćanjima izvršenim na račun ukupnog honorara koji treba konačno platiti, podrazumijevajući pri tome da ipak treba posebno platiti vrijeme koje Consulting Engineer utroši u vezi s nastavkom prekinutih radova kao i stvarne troškove dodatnih radova.

#### 4. Odgovornost Consulting Engineera

+ 4.1. Consulting Engineer odgovoran je za posljedice grešaka i propusta svojih, a isto tako i svojih namještenika, ukoliko su navedene u Sporazumu i u tamo navedenom opsegu, kao i s tamo navedenim ograničenjima.

4.2. Ako u smislu Sporazuma Consulting Engineer ima odredjenu odgovornost za greške ili propuste, naknada štete koju bi on bio dužan platiti bit će osnovana na njihovoj ozbiljnosti, a bit će odredjena u odnosu prema honoraru Consulting Engineera koji on treba primiti za radove, a nikada neće premašiti iznos toga honorara.

4.3. Odgovornost Consulting Engineera nikada ne obuhvaća troškove izvan onih potrebnih za popravak radova. Isključuje se svaka odgovornost za posredne štete.

4.4. Odgovornost Consulting Engineera /ako postoji/ prestaje nakon dvije godine od dana svršetka odgovarajućeg dijela radova.

4.5. Consulting Engineer nema nikakve odgovornosti za onaj dio radova koji nije sam projektirao, ili koji nije projektiran pod njegovom odgovornošću, ili koji nije izgradjen pod njegovim nadzorom.

4.6. Consulting Engineer nema nikakve odgovornosti za onaj dio radova za koji je odgovoran izvodjač ili dobavljač.

4.7. Consulting Engineer nema nikakve odgovornosti za bilo kakvu štetu do koje bi moglo doći kao posljedica čina izvodjačeva ili dobavljačeva, a koji ne bi bio u skladu s ugovornim dokumentima ili uputama Consulting Engineera.

4.8. The Consulting Engineer has no liability whatsoever for any violation of legal provisions or rights of third parties unless these provisions or rights have been specifically brought to the notice of the Consulting Engineer by the Client in writing.

#### 5. Settlement of disputes

5.1. Any dispute or difference arising out of the Agreement and/or the provisions of these Rules, including those considered as such by only one of the parties, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris by one or more arbitrators appointed in accordance with the said Rules.

#### 6. Remuneration of the Consulting Engineer

6.1.+ The remuneration of the Consulting Engineer may be agreed upon according to one or more of the following systems:

- A. on a time-salary basis plus reimbursable costs as defined in 6.9;
- B. as a percentage of the cost of the Works as defined in 6.6 plus reimbursable costs as defined in 6.9;
- C. as a lump sum plus reimbursable costs as defined in 6.9.

6.2. If the Agreement concerns construction of Works the remuneration payable to the Consulting Engineer covers, unless otherwise agreed upon:

- I. The preparation of such preliminary drawings, estimates and other engineering documents to enable the proposals for the construction of the Works to be submitted for approval by the Client, including as may be necessary:
  - a. a survey or surveys of the site;
  - b. investigation of available data or information relating to the Works;
  - c. advice to the Client as to the necessity for special investigations of conditions of subsoil, tide or weather, and arranging on the Client's behalf for boring tests, trial pits, test piling, models or other investigations agreed to be necessary;

4.8. Consulting Engineer nema nikakve odgovornosti za kršenje pravnih propisa ili prava trećih stranaka, ako mu na te propise ili na ta prava nije skrenuta posebna pažnja, i to pismeno od naručiteljeve strane.

#### 5. Rješavanje sporova

5.1. Svi sporovi ili nesporazumi koji nastanu iz ovoga Sporazuma i/ili iz odredaba ovih uvjeta, uključujući i one koji se kao takvi smatraju od samo jedne stranke, bit će konačno riješeni u skladu s Pravilnikom o mirenju i arbitraži Medjunarodne trgovinske komore u Parizu, i to od jednoga ili više arbitara imenovanih u skladu s tim Pravilnikom.

#### 6. Naknada Consulting Engineeru

6.1. Naknada na koju ima pravo Consulting Engineer može biti dogovarena na osnovi jednoga od ovih načina:

- A. na osnovi plaće prema vremenu uz naknadu troškova navedenih u članu 6.9.;
- B. na osnovi postotka od cijene radova opisane u članu 6.6, uz naknadu troškova navedenih u članu 6.9.;
- C. u paušalnom iznosu uz naknadu troškova navedenih u članu 6.9..

6.2. Ako se Sporazum odnosi na izvođenje radova, naknada koju treba platiti Consulting Engineeru obuhvaća, ako ne bi protivno bilo dogovorenno, sljedeće:

- I. Izrada takvih prethodnih nacrta, predračuna i drugih tehničkih dokumenata koji omogućuju da se prijedlozi za izvršenje radova podnesu na odobrenje naručitelju, uključujući prema potrebi:
  - a. izmjeru ili izmjere radilišta;
  - b. istraživanje svih dostupnih podataka ili informacija koje se odnose na radove;
  - c. savjete naručitelju u pogledu potrebe posebnih istražnih radova u vezi sa zemljишtem, plimom ili vremenskim uvjetima, kao i dogovaranje u naručiteljevo ime za sva pokusna bušenja, pokusna kopanja, pokusno zabijanje stupova, izrade modela ili kojih drugih istražnih radova za koje se sporazumno smatra da su potrebni;

- d. consultation with any architect appointed by the Client regarding any architectural matters related to the Works and with any other Consultant appointed by the Client in regard to specialized advice;
- e. the making of such modifications in the outline drawings and estimates of the Works in connection with the aforesaid consultations as may be approved by the Client.

II. The preparation of the drawings, engineering documents and calculations required for the formal approval of any appropriate Government Department or Public Authority to the construction of the Works and the preparation of all drawings and other documents concerning Works to be tendered for, including as may be necessary in the particular case:

- a. the making of designs, drawings, specifications and preparing schedules or bills of quantities;
- b. the making or adapting of conditions of contract, forms of tender and invitations to tender and submitting the same for approval and decision of the Client.

III. The supervision of and the performance of other services in connection with the carrying out of the Works including as may be necessary in the particular case:

- a. advising the Client as to tenders, tenderers, prices and estimates for the carrying out of the Works provided that no tender shall be accepted or order be placed by the Consulting Engineer except on behalf of the Client and with his authority in writing;
- b. advising as to the preparation of the contract to accepted tenders;
- c. preparing any further plans, designs, and drawings necessary for the carrying out of the Works;
- d. examining and approving detailed drawings submitted by the Contractor;

- d. savjetovanja s arhitektom imenovanim od naručitelja u pogledu arhitektonskih pitanja vezanih uz radove, kao i sa svim drugim konzultantima imenovanim od naručitelja u pogledu specijaliziranih savjeta;
- e. izrada takvih izmjena u prednacrtima i predračunima radova, koje odobri naručitelj na temelju gore navedenih savjetovanja.

II. Izrada nacrta, tehničkih dokumenata i proračuna potrebnih za formalno odobrenje za izvodjenje radova koje bi mogli tražiti vladini odjeli ili javni organi, kao i izrada svih nacrta i drugih dokumenata koji se odnose na radove za koje će se raspisati licitacija, uključujući, prema potrebi, u posebnim slučajevima i slijedeće:

- a. izradu projekata, nacrta, specifikacija, kao i priprema podloga za listu količina;
- b. izradu ili prilagodjavanje uvjeta ugovora, licitacionih dokumenata i poziva na licitaciju, kao i podnošenje ovih na odobrenje i odluku naručitelju.

III. Nadzor i izvršenje drugih usluga u vezi s izvršenjem rada, uključujući, prema potrebi, u posebnim slučajevima i slijedeće:

- a. davanje savjeta naručitelju u pogledu ponuda, ponudjača, cijena i proračuna u pogledu izvršenja radova, pod uvjetom da niti jedna ponuda ne bude prihvaćena ili narudžba predana od strane Consulting Engineera, osim u ime samog naručitelja i uz njegovo pismeno ovlaštenje;
- b. davanje savjeta u pogledu sastavljanja ugovora s prihvaćenim ponudjačima;
- c. izrada daljnjih planova, projekata, i crteža potrebnih za izvršenje radova;
- d. ispitivanje i odobravanje detaljnih nacrta podnesenih od strane izvodjača;

- e. making arrangements on behalf of the Client for the inspection and testing during the manufacture of such materials and plant as are usually inspected and tested;
  - f. issuing instructions to Contractor/s/ and generally supervising the execution of the Works, including such site visits as the Consulting Engineer considers necessary;
  - g. issuing all certificates for payments to the Contractor/s/ and other certificates as required by the Client;
  - h. supervising acceptance tests on site;
  - i. assisting in settling disputes of differences that may arise between the Client and /a/ Contractor/s/ excepting litigation and arbitration;
  - j. on completion of the Works revise his drawings in accordance with alterations agreed during the execution.
- +6.3. If the remuneration is agreed on a time-salary basis according to 6.1 under A, the Agreement shall state the per diem charge of the Consulting Engineer or the principals of the firm and the charge to be added thereto and to the pay-roll costs to cover general overhead expenses and profit, this charge being given as a percentage of these basic costs. Time spent in travelling in connection with the Works is chargeable.
- 6.4. In the case referred to under 6.3 time spent by clerical staff in the head-office of the Consulting Engineer shall not be chargeable unless otherwise agreed upon.
- +6.5. If the remuneration is agreed upon as a percentage of the cost of the Works plus reimbursable costs according to 6.1 under B that percentage shall be mentioned in the Agreement.
- 6.6. If in the case referred to under 6.5 the Works are carried out, as cost of the Works shall be considered unless otherwise agreed upon:
  - a. the amount certified to the Contractor, or the amount certified as cost of the Works if carried out by direct labour of Works designed, specified or supervised by the Consulting Engineer, before deduction of liquidated damages or penalties /if any/;

- e. dogovaranje u ime naručitelja za nadzor i isprobavanje za vrijeme proizvodnje onih materijala za koje je takav nadzor i isprobavanje uobičajeno;
  - f. davanje uputa izvodjaču /-ima/ i općenito vršenje nadzora nad izvršavanjem radova, uključujući i onoliko posjeta radilištu koliko to Consulting Engineer smatra za potrebno;
  - g. izdavanje svih potvrda o plaćanju izvodjaču /-ima/ kao i drugih potvrda koje traži naručitelj;
  - h. vršenje nadzora nad probama za preuzimanje na radilištu;
  - i. pomaganje u rješavanju sporova ili nesporazuma do kojih bi moglo doći izmedju naručitelja i izvodjača, izuzev vodjenje sudskih i arbitražnih postupaka;
  - j. prilikom završetka radova, revidiranje vlastitih nacrta u skladu s promjenama dogovorenim za vrijeme izvođenja radova.
- + 6.3. Ako je naknada ugovorena na osnovi plaće za utrošeno vrijeme u skladu s članom 6.1. A, Sporazum treba navesti dnevnu naknadu koju prima Consulting Engineer ili rukovodioci toga poduzeća, kao i dodatna davanja koja se dodaju gore navedenoj naknadi kao i platnoj listi da bi se pokrili režijski troškovi i dobit, time da ta dodatna davanja budu izražena u postotku od ovih osnovnih troškova. Vrijeme provedeno na putu u vezi s radovima obračunava se posebno.
- 6.4. U slučaju navedenom gore pod 6.3. vrijeme utrošeno od službenika u glavnom uredu Consulting Engineera neće se posebno zaračunavati, ako suprotno ne bi bilo izričito dogovoren.
- + 6.5. Ako je naknada dogovorena u postotku od cijene radova i troškova koji se vraćaju u skladu s članom 6.1. B, taj postotak treba spomenuti u Sporazumu.
- 6.6. Ako se radovi izvode u skladu s načinom predviđenim u članu 6.5. kao cijena radova smatraće se, ako drugačije ne bi bilo izričito dogovoren, slijedeće:
  - a. iznos potvrđen izvodjaču ili iznos koji je potvrđen kao cijena radova ako se oni izvode neposrednim radom, projektiranih specificiranih ili nadziranih radova od Consulting Engineera, i to prije odbijanja unaprijed dogovorene odštete za zakašnjenje ili penala /ako im ima mesta/;

- b. a fair valuation of any labour, materials, manufactured goods or machinery, provided by the Client and of the use and waste /including all cost of repairs/ of constructional plant and equipment belonging to the Client which he shall require to be used in the carrying out of the Works;
- c. the market value as though they were purchased new, of any second-hand materials, manufactured goods and machinery incorporated in the Works.

The cost of the Works shall not include the following items:

- /i/ administrative expenses incurred by the Client;
- /ii/ payments made to the Consulting Engineer;
- /iii/ salaries, travelling, out-of-pocket and office expenses of resident site staff;
- /iv/ interest on capital during construction and the cost of raising moneys required for carrying out the construction of the Works;
- /v/ cost of land and wayleaves.

6.7. If in the case referred to under 6.5. the Works are not carried out, as cost of the Works shall be considered the lowest acceptable tender received for the execution of the Works or for lack of such the Consulting Engineer's estimate of costs submitted to the Client.

+6.8. If the remuneration is agreed upon as a lump sum plus reimbursable costs according to 6.1 under C the lump sum shall be mentioned in the Agreement.

6.9. The following costs shall be regarded as reimbursable:

- a. the costs of all available documents needed in connection with the Agreement such as cadastral documents, maps, drawings, aerial photographs, records, reports, etc.;
- b. all costs of site surveys such as terrestrial and serial surveys, soil mechanical surveys and laboratory investigations, borings, test piles etc.;
- c. the costs of such specialized professional advice and laboratory investigations as may be obtained by agreement with the Client;

- b. pravična vrijednost troška radne snage, materijala, proizvedene robe ili opreme, koju zahtijeva naručitelj, kao i trošak gubitaka i potrošnje /uključujući i troškove popravaka/ gradjevinske mehanizacije koja pripada naručitelju a koju on zahtijeva da bude upotrijebljena za izvršenje radova;
- c. tržišna vrijednost staro za novo, svih iz druge ruke kupljenih materijala, proizvedene robe i opreme koja se ugradjuje u radove.

Cijena radova neće uključivati slijedeće stavke:

- /i/ administrativne troškove koje snosi naručitelj;
- /ii/ naknadu koju naručitelj plaća Consulting Engineeru;
- /iii/ plaće, putne troškove, dnevne i uredske troškove osoblja koje boravi na radilištu;
- /iv/ kamate na glavnici za vrijeme izvodjenja radova, kao i troškove pribavljanja novčanih sredstava potrebnih za izvršenje radova;
- /v/ troškove zemljišta i služnosti.

6.7. Ako u slučaju spomenutom u članu 6.5, ne dodje do izvršenja radova, kao cijena radova smatrati će se najniža prihvatljiva ponuda primljena za izvršenje radova, ili ako nema takve ponude, tada proračun troškova koje će Consulting Engineer podnijeti naručitelju.

+6.8. Ako je naknada dogovorena u paušalnom iznosu uz povrat određenih troškova kao što je to predvidjeno u članu 6.1. C, tada se paušalni iznos mora spomenuti u Sporazumu.

6.9. Slijedeći će se troškovi smatrati kao troškovi koje treba naknaditi odn. vratiti:

- a. troškovi svih dokumenata potrebnih u vezi sa Sporazumom, kao npr. troškovi katastarskih dokumenata, karata, nacrta, zračnih snimaka, isprava, izvještaja itd.;
- b. troškovi izmjere zemljišta kao što su zemljišni i zračni snimci, snimci mehanike zemljišta i laboratorijskih istraživanja, bušenja, probnih zabijanja stupova itd.;
- c. troškovi takvih specijaliziranih profesionalnih savjeta i laboratorijskih istraživanja koji su pribavljeni uz naručiteljevu suglasnost;

- d. the costs of instruments mentioned in the Agreement or afterwards agreed upon with the Client;
  - e. rents of instruments made available by the Consulting Engineer for the carrying out of the Agreement and investigations mentioned above and during the execution of the Agreement;
  - f. the travelling, transport, board and lodging and other such expenses of the Consulting Engineer and his staff;
  - g. the costs of reproduction, multiplication and dispatch of all documents, reports, drawings, maps etc.;
  - h. the costs of postage, telephones and telegrams in so far as they are not local;
  - i. the costs of advertising for tenders.
- + The following costs will equally be regarded as reimbursable subject to overhead charges as agreed upon:
- j. the costs of shopdrawings in the case of steel work and detailed drawings of reinforcement steel in the case of reinforced or prestressed concrete designs except in the case of remuneration on a time-salary basis;
  - k. the costs of the Consulting Engineer's staff on site necessary for field investigations and for the supervision of the construction and administration of the Works by the Resident Staff;
  - l. the costs of testing of materials and of the inspection and testing during manufacture and/or after delivery of such materials and plant as are usually inspected and tested by Consulting Engineers;
  - m. the fees and expenses in connection with lawsuits, arbitration proceedings etc. against or by third parties in so far as the assistance of the Consulting Engineer in this respect is required by the Client.
- 6.10. In case of excessive delay on the part of the Client or of any Contractor or the taking by the Client of the Works or any part thereof out of the hands of any Contractor due to his failure properly to perform the

- d. troškovi instrumenata navedenih u Sporazumu ili o kojima je kasnije postignut sporazum s naručiteljem;
  - e. troškovi najma instrumenata koje stavi na raspolaganje Consulting Engineer za izvršenje Sporazuma i gore navedenih istraživanja i to za vrijeme izvršenja Sporazuma;
  - f. troškovi putovanja, transporta, stanovanja i ishrane, kao i drugi slični troškovi Consulting Engineera i njegova osoblja;
  - g. troškovi reprodukcije, umnožavanja i otpreme dokumenata, izvještaja, nacrta, karata itd.;
  - h. poštanski, telegrafski i telefonski troškovi, osim onih koji su mjesnog karaktera;
  - i. troškovi objavljivanja licitacije.
- + Slijedeći će troškovi takodjer biti smatrani kao troškovi koji se moraju naknaditi ovisno o dogovorenim režijskim troškovima:
- j. troškovi radioničnih nacrta u slučajevima rada s čelikom kac i detaljnih nacrta armiranog željeza u slučajevima armiranih ili prenapregnutih betonskih projekata, osim u slučajevima povrata na osnovi vremenskih plaća;
  - k. troškovi osoblja Consulting Engineera koje se nalazi na radilištu zbog potreba istraživanja i za potrebe nadzora izvodjenja i administracije rada;
  - l. troškovi isprobavanja materijala i nadzora i isprobavanja za vrijeme proizvodnje i/ili nakon isporuke onih materijala i postrojenja koji su obično pregledavani i isprobavani od strane Consulting Engineera;
  - m. honorar i troškovi u vezi sa sudskim i arbitražnim postupcima, itd. protiv ili od strane trećih stranaka u onom opsegu u kojem naručitelj u tom pogledu traži pomoć Consulting Engineera.
- 6.10. U slučaju znatnog naručiteljeva zakašnjenja ili bilo kojega od izvodjača, ili u slučaju oduzimanja rada ili dijela rada od izvodjača zbog njegova propusta da ih izvodi u

relevant Contract, the Consulting Engineer shall be entitled to additional remuneration.

6.11 In the event of circumstances arising which could not have been reasonably foreseen, or in the event of the Client ordering modifications to completed designs or alterations to designs and/or investigations in progress, which require the alteration or remaking of any specification, drawing or other documents prepared in whole or in part by the Consulting Engineer, the whole of the cost of revising, amending or reproducing documents to bring the work of the Consulting Engineer up to the stage at which it was modified shall be the subject of additional payment computed on a time basis together with all reimbursable costs incurred.

#### 7. Payments

7.1. The Client shall pay to the Consulting Engineer advance payments to be mentioned in +the Agreement as imprest accounts. These advance payments will be taken into account when the final payment is made.

7.2. If the Agreement concerns construction of Works, the Client shall pay to the Consulting +Engineer unless otherwise agreed instalments at about the following stages of the Works, the proportions being stated in the Agreement:

- a. on submission of the preliminary design;
- b. on submission of the proposal for the definite design;
- c. on submission of the tender documents;
- d. on completion of the Works.

Provisions should also be made for payment of instalments during the construction period.

7.3. If the remuneration is agreed on a time-salary basis according to 6.1 under A it will be payable monthly.

7.4. If the remuneration is agreed as a percentage of the cost of the Works according to 6.1 under B, the percentages mentioned under 7.2 will be taken from the Consulting Engineer's estimates of cost of the Works.

7.5. No matter how the remuneration is agreed upon the reimbursable costs shall be payable monthly.

skladu s ugovorom, Consulting Engineer ima pravo na dodatnu naknadu.

6.11. U slučaju ako nastupe okolnosti koje se nisu mogle razumno predviđjeti ili ako naručitelj naruči izmjene u dovršenim projektima, ili izmjene projekata i/ili istraživačkih radova koji su u toku, a što zahtijeva preradu specifikacija, nacrta ili drugih dokumenata koje je izradio Consulting Engineer, svi troškovi revizije, ispravljanja, ili reproduciranja dokumentata da bi se doveli do onog stepena do kojeg su bili prije izradjeni, bit će posebno plaćeni, i to na osnovi utrošenog vremena zajedno sa svim stvarnim troškovima koji se naknadjuju.

#### 7. Način plaćanja

7.1. Naručitelj će platiti Consulting Engineeru predujam koji će biti naveden u Sporazumu + kao plaćanje unaprijed na zajam. Ovi predujmovi će biti uzeti u obzir prilikom konačne isplate.

7.2. Ako se Sporazum odnosi na izvodjenje radova, naručitelj će plaćati obročno Consulting Engineeru, ako nije dogovorenod drugačije kod ovih faza izvodjenja radova, time da omjeri budu spomenuti u Sporazumu:

- a. prilikom podnošenja prethodnog projekta;
- b. prilikom podnošenja prijedloga konačnog projekta;
- c. prilikom podnošenja licitacionih dokumenata;
- d. prilikom završetka rada.

Posebno treba predvidjeti plaćanje u obročima za vrijeme razdoblja izvodjenja rada.

7.3. Ako je naknada dogovorena na osnovi plaće za utrošeno vrijeme u skladu s članom 6.1. A, tada će naknada biti plaćena svakog mjeseca.

7.4. Ako je isplata naknade dogovorena kao postotak od troškova rada u skladu sa članom 6.1. B, postoci navedeni u 7.2. bit će uzeti iz proračuna koštanja rada učinjenog od Consulting Engineera.

7.5. Bez obzira na način na koji je dogovorena naknada, vraćanje troškova koji se naknadjuju vršit će se svakog mjeseca.

7.6. Remunerations shall be paid to the Consulting Engineer within one month after submission of the invoices by the Consulting Engineer. If the Client fails to pay the Consulting Engineer within three months after the date of submission of the invoice the Consulting Engineer is entitled to claim interest as from the date of the invoice.

7.7. Unless otherwise agreed all payments to the Consulting Engineer shall be made into the Bank Account of the Consulting Engineer in his own country.

#### 8. Currency

8.1. Unless otherwise agreed, payments to the Consulting Engineer shall be made in the currency of his own country.

+8.2. If payments are agreed in currency other than that of the Consulting Engineer's country the rate of exchange shall be stated in the Agreement.

#### 9. Damage

9.1. If at any time before the completion of the Works under the Agreement any part of the Works or the equipment thereof shall be damaged or destroyed as a consequence of operations of war, political disturbance or other cause beyond the control of the Consulting Engineer the Client shall pay to the Consulting Engineer the appropriate remuneration for any additional work which may be required to be designed and/or supervised by him as a result of such damage or destruction and a compensation for the damage resulting from such operation or cause.

7.6. Naknada Consulting Engineeru isplatit će se u roku od mjesec dana nakon podnošenja računa od njegove strane. Ako naručitelj propusti platiti Consulting Engineeru u roku od tri mjeseca od dana podnošenja računa, Consulting Engineer ima pravo tražiti kamate i to od dana podnošenja računa.

7.7. Ako drugačije ne bi bilo dogovorenog, sve isplate Consulting Engineeru bit će izvršene na bankovni račun u zemlji Consulting Engineera.

#### 8. Valuta

8.1. Ako ne bi bilo drugačije dogovorenog, isplata Consulting Engineeru bit će izvršena u valuti njegove vlastite zemlje.

+ 8.2. Ako je isplata dogovorena u nekoj drugoj valuti, a ne u valuti zemlje Consulting Engineera, tada će se u Sporazumu navesti paritet valuta.

#### 9. Šteta

9.1. Ako bi u bilo koje vrijeme prije završetka rada bilo koji dio rada ili opreme bio oštećen ili uništen kao posljedica ratnih operacija, političkih nemira, ili drugih uzroka van kontrole Consulting Engineera, naručitelj će platiti Consulting Engineeru odgovarajuću naknadu za svaki dodatni rad za koji se traži da bude od njega projektiran i/ili nadziran kao posljedica tih šteta ili razaranja, isto kao i naknadu štete koja bi mu mogla nastati od takvih djelovanja ili uzroka.

Preveo: B.V.