

Ref.: SO-C11S2-LT-KOR-4608

**AZVIRT OGRANAK BEOGRAD**

To: THE EMPLOYER

„Koridori Srbije” d.o.o.  
Kralja Petra 21, 11 000 Beograd

**КОРИДОРИ СРБИЈЕ ДОО**

БЕОГРАД, КРАЉА ПЕТРА 21

Бр. U-9168/16

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Бр. прилога \_\_\_\_\_

Milentija Popovića 5v/9  
11070 Novi Beograd

Mr Dmtar Đurović  
Mr Dušan Đoković

To: THE ENGINEER

„Mostprojekt“ a.d.  
Palmira Toljatija 11, 11 000 Beograd

Mr Radomir Radičević

„Institut za puteve“ a.d,  
Bulevar Peke Dapčevića 257, 11 000 Beograd

Mr Bratislav Milić

**19.08.2016**

<p><b>PROJECT:</b> Execution of the works at construction of highway E – 763, Belgrade – South Adriatic, Sector Ljig – Preljina from 77+118.28 km to 117+477.02km (the Project)</p> <p><b>Contract:</b> 1439/12 dated 07.04.2012 (the Contract)</p> <p><b>Section 1, 2 and 3</b></p> <p><b>Subject:</b> Contractor’s Notice Regarding Extension of Time for Completion</p> <p><b>Reference to the Contract:</b></p> <p>Article(s): 23, 25, 26, 71, 92 and 111 of the Contract</p> <p>Clause(s): 1.1, 3.1.1, 4.1 and 4.8 of the Loan Agreement</p> <p>FIDIC Article(s) (Sub-Clause(s)): 2.4</p> <p><b>Related Correspondence:</b></p> <p>Contractor’s letter(s) ref.no:</p> <p>BO-C11S2-LT-KOR-0291 dated 01.08.2016 SO- C11S2-LT-KOR-4445 dated 30.06.2016</p>	<p><b>PROJEKAT:</b> Izvođenje radova na izgradnji autoputa E – 763, Beograd – Južni Jadran, Sektor Ljig – Preljina od 77+118.28 km do 117+477.02 km (Projekat)</p> <p><b>Ugovor:</b> 1439/12 od 07.04.2012 godine (Ugovor)</p> <p><b>Deonica 1, 2 i 3</b></p> <p><b>Predmet:</b> Izvođačevo obaveštenje o produžetku roka za završetak</p> <p><b>Pozivanje na Ugovor:</b></p> <p>Član(ovi): 23, 25, 26, 71, 92 i 111 Ugovora</p> <p>Klauzula (e): 1.1, 3.1.1, 4.1 i 4.8 Sporazuma o Zajmu</p> <p>Član(ovi) (pod-klauzule) FIDIC-a: 2.4</p> <p><b>U vezi sa:</b></p> <p>Dopis(i) Izvođača ref.br.</p> <p>BO-C11S2-LT-KOR-0291 od 01.08.2016.g. SO- C11S2-LT-KOR-4445 od 30.06.2016.g.</p>
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Dear Sirs,

Following previous Contractor's letters ref.no SO-C11S2-LT-KOR-4445 dated 30.06.2016 and BO-C11S2-LT-KOR-0291 dated 01.08.2016 as well as further development of prolongation of the Availability Period under the Loan Agreement and acting in accordance with provisions of the Articles 71 and 92 of the Contract, the Contractor hereby would like to notify the Employer as following:

1. Despite of all efforts and steps undertaken by Serbian and Azerbaijan Governments in order to finalize extension of the Availability Period under the Loan Agreement, until current moment this process still has not been completed;
2. In consequence, Interim Payment Certificates (IPC no 38, IPC no 39 and IPC no 40), certified for payment by the Employer in total amount of **25,947,042.70 EUR** still could not be duly paid to the Contractor;
3. By letter ref.no BO-C11S2-LT-KOR-0291 dated 01.08.2016 the Contractor has notified the Engineer and the Employer the existing financial gap caused by lack of prolongation of the Availability Period under the Loan Agreement would not allow the Contractor to complete the Works and open the traffic by previously stated deadline i.e. by **25.08.2016**;

Poštovani,

Na osnovu prethodnog dopisa Izvođača ref. br. SO-C11S2-LT-KOR-4445 od 30.06.2016.g. i BO-C11S2-LT-KOR-0291 od 01.08.2016.g. kao i kasnijeg toka razvoja produžetka Perioda Raspoloživosti sredstava prema Sporazumu o Zajmu i postupajući u skladu sa odredbama Članova 71 i 92 Ugovora, Izvođač ovim želi da obavesti Investitora kao što sledi:

1. Uprkos svom trudu i koracima koje su preduzele Vlade Republike Srbije i Azerbejdžana kako bi se realizovao produžetak Perioda Raspoloživosti Sporazuma o Zajmu, do ovog trenutka, ovaj proces još uvek nije završen;
2. Kao posledica toga, Privremene Situacije (PS br. 38, PS br. 39 i PS br. 40), overene za plaćanje od strane Investitora u ukupnom iznosu od **25.947.042,70 EVRA**, ne mogu biti propisno isplaćene Izvođaču;
3. Dopisom ref. br. BO-C11S2-LT-KOR-0291 od 01.08.2016.g. Izvođač je obavestio Nadzor i Investitora da postojeći **finansijski raskorak uzrokovan ne produživanjem Perioda Raspoloživosti Sporazuma o Zajmu ne dozvoljava Izvođaču da završi Radove i pusti saobraćaj do prethodno navedenog roka tj. do 25.08.2016.g.**;



4. Moreover, with same letter the Contractor has informed the Engineer and the Employer that completion of the Project would not be feasible earlier than **45 (forty-five) days** from the moment when Availability Period under the Loan Agreement is prolonged and current financial obligations of the Employer towards the Contractor are fully settled.

Having this in mind and acting in accordance with Articles 71 and 92 of the Contract, the Contractor hereby requests the Engineer and Employer to consider possibility of **Extension of the Time for Completion by at least 60 (sixty) days** counted from the moment, when financial obligations of the Employer under Interim Payment Certificates: IPC no 38, IPC no 39 and IPC no 40 are fully settled.

Furthermore, in order to preserve Contractor's entitlement for an extension of Time for Completion and reimbursement of additional Cost resulting from reduction of rate of and/or suspension of the Works as mentioned above this letter shall also serve as a Contractor's contemporary claim record under the Articles 71 and 111 of the Contract.

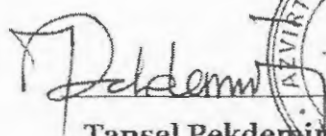
Yours respectfully,

4. Štaviše, istim dopisom Izvođač je obavestio Nadzor i Investitora da završetak Projekta neće biti izvodljiv ranije od **45 (četrdeset pet) dana** od trenutka kada Period Raspoloživosti prema Sporazumu o Zajmu bude produžen i trenutne finansijske obaveze Investitora prema Izvođaču u potpunosti izmirene.

Imajući ovo u vidu i postupajući u skladu sa Članovima 71 i 92 Ugovora, Izvođač ovim zahteva od Nadzornog organa i Investitora da razmotre mogućnost **produžetka roka za završetak za najmanje 60 (šezdeset) dana**, računajući od trenutka kada finansijske obaveze Investitora prema Privremenim Situacijama: PS br. 38, PS br. 39 i PS br. 40 budu u potpunosti izmirene.

Osim toga, u cilju očnvanja prava Izvođača na produžetak Roka Završetka i nadoknadu dodatnih Troškova koji proističu iz smanjenja obima i/ili prekida Radova, kao što je gore navedeno, ovaj dopis će takođe služiti kao postojeća ažurirana evidencija Izvođača prema Članovima 71 i 111 Ugovora.

S poštovanjem,

  
**Tansel Pekdemir**



Contractor's Representative and Project Manager / Predstavnik Izvođača i Menadžer Projekta

**Attachment:**

1. none

**Prilog:**

1. nema

**Distribution:**

1. Addressee; Primalac
2. a/a