

Ref.: BO-C11S2-LT-KOR-0291

AZVIRT OGRANAK BEOGRADMilentija Popovića 5v/9
11070 Novi Beograd

To: THE EMPLOYER

"Koridori Srbije" d.o.o.

Kralja Petra 21, 11 000 Beograd

To: THE ENGINEER

„Mostprojekt“ a.d.

Palmira Toljatija 11, 11 000 Beograd

„Institut za puteve“ a.d.

Bulevar Peke Dapčevića 257, 11 000 Beograd

Mr Dmitar Đurović
Mr Dušan Đoković

Mr Radomir Radičević

Mr Bratislav Milić

01.08.2016

PROJECT: 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)	PROJEKAT: Izvođenje radova na izgradnji autoputa E – 763, Beograd – Južni Jadran, Sektor Ljig – Preljina od 77+118.28 km do 117+477.02 km (Projekat)
Contract: 1439/12 dated 07.04.2012 (the Contract)	Ugovor: 1439/12 od 07.04.2012 godine (Ugovor)
Section 1, 2 and 3	Deonica 1, 2 i 3
Subject: Contractor's Notice Regarding Completion of the Project	Predmet: Izvođačevo obaveštenje o Završetku Projekta
Reference to the Contract:	Pozivanje na Ugovor:
Article(s): 23, 25, 26,71, 92 and 111 of the Contract	Član(ovi): 23, 25, 26, 71, 92 i 111 Ugovora
Clause(s): 1.1., 3.1.1., 4.1. and 4.8. of the Loan Agreement	Klauzula (e): 1.1., 3.1.1. , 4.1. i 4.8 Sporazuma o Zajmu
FIDIC Article(s): 2.4	FIDIC Član(ovi): 2.4

Dear Sirs,

Following previous Contractor's letter ref.no SO-C11S2-LT-KOR-4445 dated 30.06.2016 and latter process 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 has not been completed yet;
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 could not be duly paid to the Contractor;
3. In meanwhile, during consultations with Prime Minister, representatives of the Ministry of Construction, Transportation and Infrastructure, the Employer and the Engineer the Contractor has preliminary confirmed possibility of substantial completion of the Project by 25.08.2016, assuming however that finalization of aforementioned prolongation of Availability Period would last no longer than two or three weeks;

Poštovani,

Na osnovu prethodnog dopisa Izvođača ref. br. SO-C11S2-LT-KOR-4445 od 30.06.2016.g. i kasniji tok 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. U međuvremenu, tokom konsultacija sa Premijerom, predstavnicima Ministarstva saobraćaja, građevinarstva i infrastrukture, Investitorom i Nadzornim organom, Izvođač je preliminarno potvrdio da postoji realna mogućnost završetka Projekta do 25.08.2016, ali pod pretpostavkom da realizacija gore pomenutog produžetka Perioda Raspoloživosti neće trajati duže od dve ili tri nedelje;

4. Moreover, under this assumption the Contractor has opened additional credit line of 20,000,000.00 EUR in order to facilitate payment to subcontractors and suppliers and by these means has already covered most of financial obligations towards third parties including payment of Sub-Contractors' interim payment certificates until end of May 2016;

5. Nevertheless, exiting financial gap caused by lack of prolongation of the Availability Period under the Loan Agreement does not allow the Contractor to complete the Works and open the traffic by previously stated deadline i.e. by **25.08.2016.**

Having in mind all stated above and following consultations with the Engineer and Employer, the Contractor hereby states 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.

4. Štaviše, pod ovom pretpostavkom, Izvođač je otvorio dodatnu kreditnu liniju u iznosu od 20.000.000,00 EVRA kako bi olakšao plaćanje podizvođačima i dobavljačima i ovim sredstvima je već pokrio većinu finansijskih obaveza prema trećim licima, uključujući isplatu Privremenih Situacija Podizvođačima zaključno sa krajem maja 2016.g;

5. Ipak, postojeći finansijski raskorak uzrokovan neproduživanjem Perioda Raspoloživosti Sporazuma o Zajmu ne dozvoljava Izvođaču da završi Radove i pusti saobraćaj do prethodno navedenog roka tj. do **25.08.2016.g.**

Imajući u vidu sve gore navedeno, i nakon konsultacija sa Nadzornim organom i Investitorom, Izvođač ovim navodi da završetak Projekta neće biti moguć ranije od **45 (četrdeset pet) dana** od trenutka kada se Period Raspoloživosti Sporazuma o Zajmu produži i trenutne finansijske obaveze Investitora prema Izvođaču u potpunosti ne izmire.

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,

Osim toga, u cilju očuvanja 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 obaveštenje Izvođača prema Članovima 71 i 111 Ugovora.

S poštovanjem,



Tansel Pekdemir
Tansel Pekdemir

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

Attachment: none

Prilog: nema

Distribution:

1. Addressee; Primalac
2. a/a

Pisarnica

From: Nevena Damljanovic <Nevena.Damljanovic@azvirt.com>
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Cc: r.radicevic@mostprojekt.rs; blazo@vms.rs; mostprojekt.e763@gmail.com; instput@highway.rs; institutzaputeve@open.telekom.rs; Murat Turkoglu; Fikrat Najafov; Tansel Pekdemir; Hurol Candan; Mikhail Pokataev
Subject: OUT BO-C11S2-LT-KOR-0291 - Izvođačevo obaveštenje o Završetku Projekta
Attachments: OUT BO-C11S2-LT-KOR-0291.pdf
Importance: High

Poštovani,

U prilogu Vam dostavljam predmetni dopis.

Srdačan pozdrav

Nevena DAMLJANOVIĆ

Translator



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