

**UGOVOR O FORMIRANJU KONZORCIJUMA  
CONSORTIUM ESTABLISHMENT AGREEMENT**

Ugovorne strane / Contracting parties:

1. **ELEKTROMETAL PLUS DOO**, Vojvode Knićanina br. 4, Vršac PIB:106467556, MB:20607793, koga zastupa direktor Slobodan Jaćimovski (u daljem tekstu "Ovlašćeni član konzorcijuma").  
**ELEKTROMETAL PLUS LLC**, Vojvode Knićanina no.4, Vršac VAT:10646556, ID:20607793, represented by Director Slobodan Jaćimovski (hereinafter "Autorised Member of the Consortium").
2. **CONTROL POWER LINE DOO**, Kumanovska 2, Zemun, PIB:111876662, MB:21558834, koga zastupa direktor Vladan Radulović (u daljem tekstu "Član konzorcijuma").  
**CONTROL POWER LINE LLC**, Kumanovska 2, Zemun, VAT:111876662, ID:21558834 represented by Director Vladan Radulović (hereinafter "Member of the Consortium").

**Član / Article 1.**

Ugovorne Strane formiraju Konzorcijum sa ciljem da nastupe sa objedinjenom ponudom na izgradnji unutrašnjih električnih instalacija objekata: železničke stanice Bačka Topola, železničke teretne stanice Subotica, železničke putničke stanice Subotica, železničke stanice „ETP“ Subotica (u daljem tekstu: Naručilac).

The Contracting Parties shall form a Consortium with the aim of presenting a joint bid for the execution of works for construction of internal electrical installations of buildings: Bačka Topola railway station, Subotica freight railway station, Subotica passenger railway station, "ETP" Subotica railway station (hereinafter the "the Client").

**Član / Article 2.**

2.1 Ugovorne strane su saglasne da ovlašćeni član Konzorcijuma ponuđača iz tačke 1. ovog Ugovora bude ELEKTROMETAL PLUS DOO.

Ugovorne Strane su saglasne da se ovlašćeni član grupe ponuđača ovim Ugovorom ovlašćuje da u ime i za račun Konzorcijuma ponuđača i svih njenih članova:

- zastupa grupu ponuđača pred Naručiocem;
- potpiše ponudu i sva prateća dokumenta uz ponudu;
- u slučaju da ponuda grupe ponuđača bude prihvaćena kao najpovoljnija, sa Naručiocem potpiše ugovor i sva druga dokumenta neophodna za realizaciju ugovora;
- izvrši fakturisanje i primi uplatu od strane Naručioca po predmetnom poslu i to na račun broj 220-0000000139675-10 ProCredit Bank A.D.- Beograd.

The Contracting Parties agree that the Authorized Member of the Consortium of bidders referred to in item 1 of this Agreement shall be ELEKTROMETAL PLUS LLC.

The Contracting parties agree that the Authorized Member of the Consortium of bidders is hereby authorized to, in the name and on behalf of the Consortium of bidders and all its members:

- represents a group of bidders before the Client;
- signs the bid and all accompanying documents with the bid;
- in case the offer of the group of bidders is accepted as the most favorable, sign the contract with the Client and all other documents necessary for the implementation of the contract;
- perform invoicing and receive payment from the Client for the subject transaction to the account number 220-0000000139675-10 ProCredit Bank AD – Belgrade.



2.2 Ugovorne Strane su saglasne, ukoliko dođe do zaključenja Ugovora sa Naručiocem, da sve što nije regulisano ovim Ugovorom, sva pravna i ostala pitanja, budu regulisana posebnim Anexom uz ovaj Ugovor.

The Contracting Parties agree, if the Contract is concluded with the Client, that everything that is not regulated by this Contract, all legal and other issues, be regulated by a special Annex to this Contract.

### Član / Article 3.

3.1 Članovi Konzorcijuma se obavezuju na zajedničko izvršenje preuzetih ugovornih obaveza ukoliko dođe do zaključenja Ugovora sa Naručiocem.

Svaki član Grupe ponuđača je u obavezi da izvršava preuzeti deo svoje ugovorne obaveze i to:

- ELEKTROMETAL PLUS DOO  
sprovođenje standarda sistema menadžmenta kvalitetom, transport i isporuku dela materijala;
- CONTROL POWER LINE DOO  
inženjering, izvođenje radova, transport i isporuku dela materijala.

3.1 The Members of the Consortium are obliged to jointly perform the assumed contractual obligations if the Contract is concluded with the Client.

Each member of the Group of Bidders is obliged to perform the assumed part of its contractual obligation, as follows:

- ELEKTROMETAL PLUS LLC
- implementation of quality management system standards, transport and delivery of parts of materials;
- CONTROL POWER LINE LLC
- engineering, execution of works, transport and delivery of parts of materials.

### Član / Article 4.

4.1 Članovi Konzorcijuma odgovaraju neograničeno solidarno prema Naručiocu, s tim što se između članova Konzorcijuma utvrđuje pojedinačna odgovornost i pitanje naknade štete u pogledu nepostupanja i neizvršenja preuzetih ugovornih obaveza.

The members of the Consortium are jointly and severally liable to the Client, provided that the individual liability and the issue of compensation for damages in terms of non-compliance and non-performance of contractual obligations are determined between the members of the Consortium.

### Član / Article 5.

5.1 Članovi Konzorcijuma se obavezuju da usaglase dinamiku radova, odnosno da istu iz svog dela ugovornih obaveza dostave Ovlašćenom članu radi sinhronizovanog obavljanja preuzetih ugovornih obaveza.

The Members of the Consortium are obliged to harmonize the dynamics of works, ie to submit the same from their part of the contractual obligations to the Authorized Member for the purpose of synchronized performance of the assumed contractual obligations.



#### Član / Article 6.

6.1 Sve dobijene podatke i informacije Ugovorne Strane su dužne da čuvaju kao poslovnu tajnu.  
All data and information obtained by the Contracting Parties are obliged to keep it a business secret.

#### Član / Article 7.

7.1 Ovaj ugovor stupa na snagu potpisivanjem svih Ugovornih Strana, članova Konzorcijuma.  
This contract enters into force by signing all Contracting Parties, Members of the Consortium.

7.2 Ovaj Ugovor je zaključen na određeno vreme do okončanja realizacije posla iz člana 1. u celini i ne može se jednostrano raskinuti, osim u slučajevima predviđenim Zakonom.

Ugovor prestaje da važi i u sledećim slučajevima:

- ako ponuda Konzorcijuma ne bude prihvaćena;
- kada se ispune sve pravne i ugovorne obaveze Konzorcijuma i svakog njegovog člana u skladu sa ovim ugovorom;
- kada se ispune sve preuzete ugovorne obaveze prema Naručiocu, u skladu sa Ugovorom između Naručioca i Konzorcijuma.

This Agreement is concluded for a definite period of time until the completion of the work referred to in Article 1 in its entirety and may not be terminated unilaterally, except in cases provided by law.

The contract ceases to be valid in the following cases:

- if the bid of the Consortium is not accepted;
- when all legal and contractual obligations of the Consortium and each of members in accordance with this contract are fulfilled;
- when all assumed contractual obligations towards the procuring entity are fulfilled, in accordance with the Contract between Client and the Consortium.

7.3 Ukoliko jedan od članova Konzorcijuma neopravdano istupi iz Konzorcijuma po zaključenju Ugovora, obavezna je da nadoknadi nastalu štetu ostalim članovima Konzorcijuma.

If one of the Members of the Consortium unjustifiably withdraws from the Consortium after the conclusion of the Contract, it is obliged to compensate the damage caused to other Members of the Consortium.

#### Član / Article 8.

8.1 Za sve što nije utvrđeno ovim Ugovorom, važe odredbe Zakona o obligacionim odnosima i drugih pozitivnih zakonskih propisa koji regulišu pomenutu materiju.

For everything that is not determined by this Agreement, the provisions of the Law on Obligations and other positive legal regulations that regulate the mentioned matter apply.

#### Član / Article 9.

9.1 Sve izmene i dopune ovog Ugovora vršiće se sporazumno i u pisanoj formi.

All amendments to this Agreement shall be made by agreement and in writing.

#### Član / Article 10.

10.1 U slučaju spora koji ugovorne strane ne mogu rešiti mirnim putem biće nadležan Privredni sud u Beogradu.

In case of a dispute that the contracting parties cannot resolve amicably, the Commercial Court in Belgrade will have jurisdiction.

## Član / Article 11.

11.1 Ugovor stupa na snagu kada ga potpišu ovlašćeni predstavnici obe ugovorne strane.

The Agreement shall enter into force upon signature by the authorized representatives of both Contracting Parties.

11.2 Ovaj Ugovor je sačinjen u 2 (dva) istovetna primerka, od kojih svaka ugovorna strana zadržava po 1 (jedan) za svoje potrebe.

This Agreement is made in 2 (two) identical copies, of which each contracting party keeps 1 (one) for its own needs.

11.3 Mesto potpisivanja ugovora je Beograd, 03.04.2023. godine.

The place of signing the contract is Belgrade, 03.04.2023. y.

ELEKTROMETAL PLUS d.o.o.



CONTROL POWER LINE d.o.o.

