

## VOLUME 2

### SECTION 3 SPECIAL CONDITIONS

#### CONTENTS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the articles of the special conditions is not consecutive but follows the numbering of the general conditions. Other special conditions should be indicated afterwards.

#### **Article 2 Language of the contract**

- 2.1 The language used shall be English.

#### **Article 4 Communication**

##### 4.1 For the Contracting Authority

Name:	GRADSKI MUZEJ SUBOTICA
Address:	Trg sinagoge 3, 24000 Subotica
Telephone:	Tel.: +381 (0) 24 555 128
Fax:	Fax.: +381 (0) 24 555 128
e-mail:	muzejsubotica@mts.rs

##### For the Works Contractor

Name:	
Address:	
Telephone:	
Fax:	
e-mail:	

All communications shall be written (hard copy) and delivered either by:

- 1) Safe hand to the office of the other party
- 2) Private courier service
- 3) E-mail
- 4) Fax

- 4.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 33 of the general conditions to the contract, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

## **Article 5 Supervisor and supervisor's representative**

- 5.2 Under this contract, the supervisor does not delegate his duties and authority to a supervisor's representative.
- 5.3 The Supervisor acts for the Contracting Authority. He has no authority to relieve either party of any duties, obligations or responsibilities under the Contract or to amend the Contract.

Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Supervisor (including absence or disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including the responsibility for errors, omissions, discrepancies and non-compliances.

Any failure to disapprove any work, plant or materials shall not constitute approval, and shall therefore not prejudice the right of the Supervisor to reject the work, plant or materials.

The Supervisor may issue to the Contractor (at any time) instructions which may be necessary for the execution of the works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Supervisor. If an instruction constitutes a modification, Article 37 of General Conditions shall apply.

Whenever the Supervisor shall proceed to agree or determine any matter, the Supervisor shall consult with each party in an endeavour to reach agreement. If agreement is not achieved, the Supervisor shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

During the design stage Supervisor shall be entitled to perform checks on Contractor progress as well as compliance with Technical Specification. These checks shall be performed at least once in two weeks and Supervisor shall have right to ask for clarification, to approve or reject proposed design solution. Except for changes that are result of additional Contracting Authority's Requests approved by the Supervisor, Contractor shall not be entitled to any additional costs and/or extension of time, which may occur as result of clarification or rejection of the part or whole of design.

The Supervisor and the Contracting Authority shall monitor the Project according to Volume 3 and the approved Time Schedule.

- 5.4 Administrative orders issued by the Supervisor shall be dated, numbered and entered in a register. The Supervisor shall send them electronically (by e-mail) to representatives of the Contractor, of the Contracting Authority. Hard copies shall be delivered by hand to representatives of the Contractor and of the Contracting Authority, and where appropriate, also to the representative of the Contracting Authority.

## **Article 7 Subcontracting**

- 7.3 The upper limit authorised for subcontracting is 50% of the value of the tender.

## **Article 9 Access to the site**

- 9.1 The contractor is reminded that there is a head of delegation of the European Commission in the state of the contracting authority. The contractor is obliged to give the head of delegation free access to its sites, factories, workshops, etc., and generally assist the head of delegation, like the project supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the head of delegation.

All correspondence between the contractor and the contracting authority or project supervisor must be copied, for information, to the head of delegation of the European Commission at the following official address:

Avenija 19a, Vladimira Popovica 40/V,

Novi Beograd, R.Srbija

[delegation-serbia@eeas.europa.eu](mailto:delegation-serbia@eeas.europa.eu)

## **Article 12 General obligations**

- 12.9 The contractor has to comply with its minimum obligation toward visibility. These activities must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

## **Article 15 Performance guarantee**

- 15.1 By derogation to Article 15 of the general conditions, no performance guarantee is required under this contract.

## **Article 16 Liabilities and insurance**

- 16.1 a) By way of derogation from Article 16.1, a) paragraph 2, of the general conditions, compensation for damage to the works resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.
- 16.1 b) By way of derogation from Article 16.1, b), paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to the contract value.

## **Article 17 Programme of implementation of tasks**

- 17.1 The contractor shall provide the supervisor with a simplified programme of implementation of the tasks. This programme shall include at least the order and time limits in which the contractor proposes to carry out the works, and shall be based on the tranches foreseen in Article 49.1 of the special conditions.
- 17.2. The supervisor shall return this document to the contractor with any relevant remarks within 10 days of receipt, save where the supervisor, within those 10 days, notifies the contractor of its wish for a meeting in order to discuss the documents submitted.

## **Article 21 Exceptional risks**

- 21.4 There are no exceptional risks other than specified in the General Conditions.

## **Article 34 Period of implementation of tasks**

- 34.1 The period of implementation of tasks is 70 (seventy) days, namely from 28<sup>th</sup> May 2019 to 5<sup>th</sup> August 2019.

## **Article 36 Delays in the implementation of tasks**

- 36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

## **Article 39 Work register**

- 39.1 The statements shall be prepared by the Contractor, in accordance with the Specifications and the Schedule of Prices respectively. The statements shall be two separate documents, one for quality control and one for quantitative measurement. The documents shall be permanently kept at the site, in hard copy and in electronic format. The Contractor shall measure, in cooperation with the Supervisor's staff, and prepare records of the work executed in such detail as instructed by the Supervisor.
- 39.2 The records shall be made in one original and at least two copies of which the original and first copy shall be submitted to the Supervisor for approval. If the Supervisor does not agree to the records, the Contractor shall be so advised, as quickly as possible and in any case within 14 days, of receiving the records, and a joint measurement or inspection shall be carried out. In case the parties cannot agree on the joint measurements or inspections, the records made by the Supervisor shall be deemed to be correct, subject to the application of Article 68 on the Settlement of Disputes.

## **Article 40 Origin and quality of works and materials**

- 40.1 All goods purchased under the contract must originate in any eligible source country as defined in Interreg IPA CBC HU-SRB programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the breakdown of the lump-sum price (Volume 4.2.3) is below EUR 100 000. A category of similar goods to be purchased shall not be broken down over more than 1 item of the breakdown of the lump-sum price (Volume 4.2.3)]

For these purposes, 'origin' means the place where the goods are mined, grown, produced or manufactured and/or from which services are provided. The origin of the goods must be determined according to the EU Customs Code or the applicable international agreement.

When importing goods, any change in the specified origin must be pointed out to the project supervisor and approved by him.

- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:
- (\*) the following specifications: Standards used in RoS
  - (\*) the requirements of Standards in Construction works in RoS.
- 40.3 Preliminary technical acceptance is not necessary.

## **Article 43 Ownership of plant and materials**

- 43.2 The equipment, temporary structures, plant and materials on the site shall for the duration of the execution of the works, be vested in the contracting authority.

## **Article 44: General principles for payments**

- 44.1 Payments shall be made in RSD.

## **Article 46 Pre-financing**

- 46.1 No pre-financing is foreseen.

## **Article 47 Retention monies**

- 47.1 The sum retained to guarantee implementation of the contractor's obligations during the defects liability period is 10 % of the contract price. By derogation to Article 47.1 of the general conditions, that money is not retained from interim payments. The tranches laid down in Article 49.1 of these special conditions are determined so that the retention sum

amounts to 10% of the contract price at the moment of the certificate of provisional acceptance.

- 47.2 By derogation to Article 47.2 of the general conditions, the retention sums cannot be substituted by a retention guarantee.

#### **Article 48 Price revision**

- 48.1 Prices are fixed and shall not be revised.

#### **Article 49 Measurement**

- 49.1 This is a lump-sum contract.

Under the conditions imposed by the special conditions and general conditions, the amounts due shall be calculated through the following tranches, expressed as percentage of the contract price:

	Percentage	Nature	Timing
1.	80 %	Interim payment - Article 50	After completion of 70% of the firm quantities for which the contractor submitted its all-in price.
2.	100 %	Final payment of Article 50	After issuing of the certificate of provisional acceptance
<last>	10%	Retention money of Article 47	Within 45 days of the issuing of the signed final statement of account

#### **Article 50 Interim payments**

- 50.7 The interim payments will be paid as determined in Article 49.1 of these special conditions.

#### **Article 53 Delayed payments**

- 53.1 By derogation from Article 53.1 of the general conditions, once the time-limit referred Article 44.3 has expired, the contractor shall be entitled to late-payment interest at the rate and for the period mentioned in the general conditions.

However, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment]

#### **Article 61 Defects liability**

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notify by the supervisor or the contracting authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the general conditions.

#### **Article 68 Dispute settlement**

68.4 Any dispute arising out of or relating to this contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Serbian Court in accordance with the national legislation of the state of the contracting authority.

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