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**SECTION 3**

**SPECIAL CONDITIONS**

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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.

How to complete these special conditions:

**Where you see < ... >, enter the information relevant to the special conditions. Square brackets [ ] and parts shaded in grey indicate options to choose: they should be deleted when applicable, but should not be modified.** All other parts of these standard instructions must be left unchanged. **In the final version of the instructions to tenderers, please remember to delete this paragraph, any other text with yellow highlighting and to suppress grey brackets when applicable.**

**Note that the special conditions provide for allowed deviations from the general conditions. The use of further deviations from the general conditions requires an exception to be granted by the relevant services of the European Commission.**

**Article 2 Language of the contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1 On behalf of the Contracting authority, all communication is to be done through:

Mr Dragan Stjepanović

Generala Drapšina 99, 23300 Kikinda, Serbia

0230 315-060

On behalf of the Contractor, all communication is to be done through:

Name

Adress

E-mail:

Tel:

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**

5.1 Specify by separate contract

**Article 7 Subcontracting**

N/A

**Article 8 Documents to be provided**

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**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:

<https://romania-serbia.net/transparency/procurements2025/>.

**Article 12 General obligations**

12.9 The Contractor shall take the necessary measures to ensure visibility of the European Union financing or co-financing. These activities must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published on the website of DG International Cooperation and Development: https://ec.europa.eu/europeaid/funding/communication-and-visibility-manual-eu-external-actions\_en .

**Article 15 Performance guarantee**

15.1 The amount of the performance guarantee will be 10 % of the amount of the contract and any addenda thereto.

15.8 Within 60 days after the deliverance of the certificate of provisional acceptance according to Article 60.1 and the completion of any outstanding work or reservation, 50 % of the amount of the performance guarantee may be released.

**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 contract value.

16.2 a) first paragraph: By derogation from Article 16.2(a) first paragraph of the general conditions, 3 (three) days from the date of signing the contract , the contractor shall ensure that itself, its personnel, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

16.2 a) paragraph 2: By derogation from Article 16.2(a) paragraph 2 of the general conditions it is 3 (three) days from the date of signing the contract that the contractor shall provide the contracting authority and the supervisor with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

**NOTE : Insurance policies: The Contractor is obliged to insure the works, materials and equipment against common risks up to their full value before starting work, and within** **3 (three) days from the date of signing the contract, deliver to the Client:**

**- insurance policy for the building under reconstruction, original or certified copy, with a validity period for the entire period of performance of the works;**

**- insurance policy against liability towards third parties and property, original or certified copy, with a validity period for the entire period of performance of the works.**

**If the agreed period for performance of the works is extended, the Contractor is obliged to deliver to the Client the aforementioned insurance policies, with a new insurance period, before the expiry of the agreed period.**

**Article 17 Programme of implementation of tasks**

The selected Bidder is obliged to carry out the works in accordance with:

- Technical requirements of this tender documentation, technical documentation for the performance of works on the maintenance of the facility and the project task, which are an integral part of the Tender Documentation;

- In accordance with all applicable domestic and international regulations and standards governing this area;

- The Law on Planning and Construction ("Official Gazette of the Republic of Serbia", No. 72/2009, 81/2009 - amended, 64/2010 - decision of the Constitutional Court, 24/2011, 121/2012, 42/2013 - decision of the Constitutional Court, 50/2013 - decision of the Constitutional Court, 98/2013 - decision of the Constitutional Court, 132/2014, 145/2014, 83/2018, 31/2019, 37/2019 - other laws, 9/2020, 52/2021 and 62/2023);

- The Law on Occupational Safety and Health ("Official Gazette of the Republic of Serbia", No. 35/2023);

- The Regulation on Occupational Safety and Health on Temporary or Mobile Construction Sites ("Official Gazette of the Republic of Serbia", No. 14/2009, 95/2010, 98/2018 and 35/2023 - other law);

- The Regulation on Occupational Safety and Health during Construction Works ("Official Gazette of the Republic of Serbia", No. 53/97);

- The Regulation on Construction Structures ("Official Gazette of the Republic of Serbia", No. 89/2019, 52/2020 and 122/2020);

- The Regulation on Technical Standards for Planning, Design and Construction of Facilities, which ensure unhindered movement and access for persons with disabilities, children and the elderly ("Official Gazette of the Republic of Serbia", No. 22/2015);

- The Law on Fire Protection ("Official Gazette of the Republic of Serbia" No. 111/2009, 20/2015, 87/2018 and 87/2018-other laws);

- Law on Environmental Protection ("Official Gazette of the Republic of Serbia", No. 135/2004, 36/2009, 36/2009 - other law, 72/2009 - other law, 43/2011 - decision of the Constitutional Court, 14/2016, 76/2018, 95/2018 - other law and 95/2018 - other law);

- Law on Waste Management ("Official Gazette of the Republic of Serbia", No. 36/2009, 88/2010, 14/2016, 95/2018 - other law and 35/2023);

- Law on Environmental Noise Protection ("Official Gazette of the Republic of Serbia", No. 96/2021);

- Regulations on the content and manner of keeping the inspection book, construction log and construction book ("Official Gazette of the Republic of Serbia", No. 96/2023);

- Regulations on technical standards for low-voltage electrical installations ("Official Gazette of the SFRY", No. 53/88 and 54/88 - amended and "Official Gazette of the FRY", No. 28/95);

- all other applicable laws, regulations, regulations, standards and standards related to this type of work.

**Article 19 Contractor’s drawings and execution studies**

19.1 Detailed drawings to be drawn up by the contractor and submitted for the supervisor’s approval, the time limits, the procedures for approving them and requirements relating to contract.

19.7 The manuals and drawings can be on Serbian.

**Article 20 Sufficiency of tender prices**

The unit price for each position includes the following costs:

-visiting the facility to record deficiencies, taking on-site measures and determining the scope of work to be performed;

-procurement, transport, delivery and installation of all necessary basic and supporting materials for the execution of a specific position;

-visiting the facility to hand over the works;

-visiting the facility to work to eliminate deficiencies identified during the handover of the works and within the warranty period;

-use of machines, tools, scaffolding and mechanization;

-safety equipment at work;

-relocation of furniture necessary for the performance of the works, with return to the original place;

-maintaining the cleanliness of the construction site for the unhindered use of space outside the work zone;

-use of safety and occupational safety equipment;

- tolls and fuel for the transport of materials, tools and people;

- travel to the facility for the purpose of handover of the works;

- and all other costs necessary for the execution of the procurement in question;

**Article 21 Exceptional risks**

21.4 The Contractor is not liable for damage and malfunctions that occur due to force majeure

**Article 24 Interference with traffic**

24.1 N/A

24.2 When performing the works, the contractor must fully comply with the provisions of the Regulations on Occupational Safety and Health during Construction Works "Official Gazette of the Republic of Serbia", No. 53 of November 27, 1997, 14 of February 20, 2009 - other regulations.

**Article 27 Demolished materials**

27.2 All demolitions must be carried out in accordance with the regulations on occupational safety and fire protection, environmental protection and construction regulations and standards. All auxiliary works must be included in the price, except for elements that are not calculated as a separate item. Preparatory works include preparatory and final works related to the organization, protection and marking of the construction site, installation of fences and auxiliary facilities, organizing protection at work including all necessary studies, all initial, follow-up and final geodetic measurements, costs of construction sites, management and coordination of construction, insurance and security of the contractor during construction until handing over the finished object to the investor, organization of all necessary professional measurements and inspections, cleaning of the construction site and final cleaning, protection of finished elements mounted on the construction site.

27.4 Restoring the environment to its original state, hauling excess material to the communal landfill, including keeping all necessary records and paying any fees, internal and external transport costs, and all

**Article 29 Temporary works**

29.2 The design of particular temporary works is not the responsibility of the contracting authority.

**Article 30 Soil studies**

30.1 N/A

**Article 32 Patents and licenses**

32.1 <Specify whether or not there is a derogation from Article 32 of the general conditions.>

**Article 34 Period of implementation of tasks**

34.1 The period of implementation of tasks is [5] five months.

34.2 The awarded tenderer is obliged to start the works within 7 days from the moment of signing the contract. The day of signing the contract is considered the day when both parties signed the contract.

**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 construction diary is a mandatory document that must always be on the construction site. The name itself indicates that it serves to regularly keep records of the condition and events on the construction site as long as construction continues, that is, until the building is handed over.

Whether it is in paper or electronic form, the construction diary is a document from which you can see how the construction went, who were the participants, who and what materials were installed and all other details. Furthermore, it is possible to find out from the diary whether it was regular or urgent work on the construction site.

39.2 When it comes to the Work Register, the contractor is obliged to act in accordance with Regulation on the content and manner of keeping the inspection book, construction diary and construction book (Official Gazette of the RS", No. 96/2023).

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

40.1 All goods purchased and materials under the contract may originate in any country.

**Article 41 Inspection and testing**

When it comes to the inspection and testing all procedures provided for must be followed Rules on the content and manner of professional supervision ("Official Gazette of RS", no. 22/2015 and 24/2017)

**Article 43 Ownership of plant and materials**

43.2 The equipment, temporary structures, plant and materials on the site belong to the contracting authority under Article 43 of the general conditions and the legal instrument(s) used.

**Article 44: General principles for payments**

44.1 Payments shall be made in RSD .

44.3 By derogation, pre-financing payment to the contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the contractor shall be made within 90 days. Interim payments to the contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the contractor of the amounts due after the final statement of account issued by the supervisor shall be made within 90 days.

**Article 46 Pre-financing**

46.1 No pre-financing

46.2 N/A

46.3(c) N/A

46.8 N/A

**Article 47 Retention monies**

47.1 The sum to be retained from interim payments to guarantee implementation of the contractor’s obligations during the defect’s liability period is 10 % of each instalment.

**Article 48 Price revision**

48.1 N/A.

48.2 N/A

**Article 49 Measurement**

49.1 This is a unit-price contract.

**Article 50 Interim payments**

50.1 Payments will be made in accordance with the following the option:

|  |  |  |
| --- | --- | --- |
| **Month** |  | **< RSD>** |
| January 2026 | First Interim payment after half of implementation period in accordance with Article 59. Partial acceptance | <22% of the contract value> |
| March  2026 | Second Interim payment after half of implementation period in accordance with Article 59. Partial acceptance | <33% of the contract value> |
| May 2026 | Balance | <45% of the contract value> |
|  | **Total** | <Total contract value> |

**Article 51 Final statement of account**

51.(1) and (2)

51.1 The contractor shall, submit to the supervisor a draft final statement of account when it applies for the final acceptance certificate. In order to enable the supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the contractor considers to be due to it under the contract.

51.2 Within 30 days from issuing the final acceptance certificate referred to in Article 62, the supervisor shall prepare and signed the final statement of account.

51.6 N/A

**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 59 Partial acceptance**

59.3 The period of liability for defects provided for in Article 61 shall commence on the date of signing the minutes of provisional acceptance.

**Article 60 Provisional acceptance**

60.1 In complement to Article 60.1 of the general conditions

The Contractor is obliged to notify the Client in writing of the completion of the works and submit a review of the performed works, no later than 2 (two) days before the completion of the works.

The Contracting Authority shall accept the works in the presence of an authorized representative of the Contractor, during which it shall check:

- whether the quantity of the performed works corresponds to the contracted one;

- whether the type and quality of the works correspond to the contracted one, i.e. whether they are in full accordance with the offer and technical specifications.

A Minute of Acceptance of Works shall be drawn up on the completed acceptance of the works, signed by the Contract Monitoring Person and the authorized representative of the Contractor. The Minutes shall be drawn up in two identical copies, one copy of which shall be retained by each signatory.

The work acceptance report is a necessary condition for the fulfillment of the contractual financial obligations of the Client, as a contracting party.

The Contractor is obliged to, upon handover, hand over to the Client all warranty certificates for installed materials and equipment, as well as operating instructions.

In the event that the Contract Monitoring Person determines during the handover that the quantity, type or quality of the performed work does not correspond to the contracted one, the Contract Monitoring Person will draw up and sign a complaint report, stating which works and in what way were not performed in accordance with the contract.

The Contract Monitoring Person delivers the complaint report to the Contractor, who is further obliged to act on the complaint and eliminate all the stated deficiencies within 2 (two) days from the date of receipt.

For justified reasons, the Contracting authority may grant the Contractor a subsequent reasonable period for acting on the complaint.

If the Contractor is unable to act on the complaint even within the subsequent period referred to in the previous paragraph of this Article, the Client shall reduce the payment on the invoice given for the works on which the deficiencies were determined, based on the Minutes on the Acceptance of Works.

After the objections from the complaint minutes have been eliminated, the conditions for drawing up the Minutes on the Acceptance of Works will be created.

**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 defect 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.

The Contractor shall provide a guarantee for the work performed for a minimum period of 24 months from the signing of the Minutes on the Acceptance of Works, and for the installed materials, equipment and devices, a guarantee period in accordance with the manufacturer's conditions applies.

The Contractor shall, within the guarantee period at its own expense, eliminate all defects in the work performed that have arisen due to failure to comply with its obligations regarding the quality of the work performed.

The Contractor shall also eliminate defects that have arisen during the guarantee period, within a maximum period of 7 (seven) days from the date of the Client's complaint, otherwise, the Client shall have the right to activate the guarantee for the elimination of defects during the guarantee period and engage, at the Contractor's expense, a third party to carry out repairs.

If the guarantee for the elimination of defects within the warranty period does not fully cover the costs incurred in eliminating the defects, the Client has the right to request compensation from the Contractor for damages, up to the full amount of the actual damage.

The Contractor shall not be liable for damages and defects that occur due to force majeure.

**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.

**Article 72 Data protection**

1. Processing of personal data related to the implementation of the contract by the contracting authority takes place in accordance with the national legislation of the state of the contracting authority and with the provisions of the respective financing agreement.

2. To the extent that the contract covers an action financed by the European Union, the Contracting Authority may share communications related to the implementation of the contract, with the European Commission. These exchanges shall be made to the Commission, solely for the purpose of allowing the latter to exercise its rights and obligations under the applicable legislative framework and under the financing agreement with the Partner country – contracting authority. The exchanges may involve transfers of personal data (such as names, contact details, signatures and CVs) of natural persons involved in the implementation of the contract (such as contractors, personnel, experts, trainees, subcontractors, insurers, guarantors, auditors and legal counsel). In cases where the contractor is processing personal data in the context of the implementation of the contract, he/she shall accordingly inform the data subjects of the possible transmission of their data to the Commission. When personal data is transmitted to the Commission, the latter processes them in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC[[1]](#footnote-1) and as detailed in the specific privacy statement published at ePRAG.]

**Article 73 Further additional clauses**

N/A

\* \* \*

1. OJ L 205 of 21.11.2018, p. 39 [↑](#footnote-ref-1)