**SPECIAL CONDITIONS**

**CONTENTS**

IMPORTANT!

These conditions amplify and supplement, if necessary, the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions.

**Article 2 Language of the Contract**

2.1 The language used shall be English.

**Article 4 Communication**

4.1 Any written communication relating to this Contract between the Contracting Authority and the Supervisor, on the one hand, and the Contractor, on the other, must state the Contract title and contract number, and must be sent by post, fax, e-mail or by hand to the following addresses:

For the Contracting Authority:

|  |  |
| --- | --- |
| **Name:** | City of Tuzla  Attn: Joint Project Manager |
| **Address:** | ZAVNOBIH-a 11,75000 Tuzla, Bosnia and Herzegovina |
| **Telephone:** | + 387 35 307 385 |
| **Fax:** | + 387 35 307 311 |
| **E-mail:** | [esmirs@tuzla.ba](mailto:esmirs@tuzla.ba) |

b) For the Supervisor: (to be defined at the stage of contracting)

|  |  |
| --- | --- |
| **Name of the Supervisor:** |  |
| **Name of the Supervisor’s Representative:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **E-mail:** |  |

c) For the Contractor: (to be defined at the stage of contracting)

|  |  |
| --- | --- |
| **Name:** |  |
| **Contact Person:** |  |
| **Address:** |  |
| **Telephone:** |  |
| **Fax:** |  |
| **E-mail:** |  |

**Article 5 Supervisor and Supervisor’s representative**

5.2 The Contracting Authority shall appoint a Supervisor to supervise the works on behalf of the Contracting Authority, who will in all his doings act in accordance with positive local regulations.

5.3 The Supervisor shall obtain approval of the Contracting Authority prior to taking any of the following actions specified in the General Conditions:

a) Approve additional costs determined under the Article 21 of the General Conditions;

b) Approve any extension of time determined under the Article 35 of the General Conditions;

c) Approve any modification of the works as per Article 37 of the General Conditions.

d) Approving subcontractor, under article 7.2;

e) Approval of replacement of Project manager and Site Manager, under article 12.2;

f) Order a suspension of the works under article 38 and 21.2 (d) and termination of the contract under article 21.2 (d);

g) Determine any matter which may increase the Contract price under article 55;

h) Proceed with partial acceptance under article 59;

i) Issue a provisional acceptance certificate (PAC) under article 60;

j) Issue a final acceptance certificate (FAC) under article 62.

Notwithstanding the obligation to obtain approval - as set out above - if, in the opinion of the Supervisor, an emergency occurs affecting the safety of life or of the works or adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Supervisor, be necessary to abate or reduce the risk.The Contractor shall forthwith comply, despite the absence of approval of the Contracting Authority, with any such instruction of the Supervisor. The Supervisor shall agree or determine an addition to the Contract Price in respect of such instruction and shall notify the Contractor accordingly with a copy to the Contracting Authority.

**Article 8 Documents to be provided**

8.1 The Contracting Authority shall, within 30 days after the signing of the Contract by both parties and not later than the Notice to commence as per Article 33.1 of the General Conditions, provide the Contractor free of charge, withone hard copy and one electronic copy of the drawings prepared for the performance of the Contract as well as the specifications and other contract documents.

Upon provisional acceptance, the Contractor shall hand over to the project beneficiary all drawings, specifications, as built drawings, operational manuals and other contract documents.

8.2 The Contracting Authority shall provide the Contractor with a copy of valid construction permit, as provided by the Project beneficiary, no later than at the commencement day.

**Article 12 General Obligations**

12.9 The Contractor shall take the necessary actions to ensure the highest visibility of the European Union in compliance with the visibility rules laid down in Programme documents available at: <https://interreg-hr-ba-me.eu/documents/implementation/>and Guidance on Communication and Visibility for EU funded projects that will be provided by the Contracting Authority prior to the commencement of works.

Under the local legislation in force, the contractor is obliged to create a board with all the necessary information regarding the works to be performed, and the appearance of that board with all the necessary visibility elements will be defined in cooperation with the Contracting Authority.

**Article 12c Design and build contracts**

12c1 The Contractor shall develop and hand over all necessary technical documents and drawings as defined in the Bill of Quantities prior to any work to be performed. These documents and drawings will be timely submitted for the Supervisor’s approval.

**Article 15 Performance guarantee**

15.1 The amount of the performance guarantee will be 7% of the amount of the Contract and any addenda thereto.

**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.

16.2. Insurance

No liability / insurance measures are required.

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

19.1 The Contractor shall develop ‘as built drawings and other drawings and technicaldocumentation, as required for successful project completion and under the local legislation in force, and submit it to the Supervisor for approval.

19.7 Drawings, manuals and manufacturer’s schemes of supplied/installed equipment and as built drawings and other technical documentation required under the local legislation in force for the purpose of technical commissioning shall be provided in local language only, unless otherwise instructed by the Contracting Authority and/or Supervisor.

**Article 20 Sufficiency of tender prices**

The Contractor will calculate and present the amount for each item based on quantities of materials and works defined in the Bill of Quantities (BoQ). Any outside costs recognised throughout the implementation of the Project, such as site facilities maintenance, use of water and electricity, etc. shall be at the expenses of the Contractor.

**Article 21 Exceptional risks**

21.4 All costs incurred due to the exceptional weather conditions are at the risk of the Contractor.

**Article 24 Interference with traffic**

24.1 Where special permits regarding temporary interference with traffic are required, it shall be the responsibility of the Contractor to obtain such permits in due time in close cooperation with the Contracting Authority. All expenses in connection with permits, temporary traffic arrangements, preliminary works including fencing, signboards, traffic signals etc. and provision of interim works to secure uninterrupted access to buildings and properties affected by the construction activities shall be at the cost of the Contractor, who shall also indemnify and hold the Contracting Authority harmless against any claims and expenses resulting from the Contractor’s disregard of by-laws and circulars or the Contractor’s otherwise unnecessary/unauthorised interference with traffic.

24.2 The Contractor shall plan the execution of the Works with due regard to avoidance of inconveniences to the public, to the extent reasonably possible. Where unavoidable theContractor shall in due time inform the Supervisor of the extent of interference with traffic and inconveniences.

**Article 27 Demolished materials**

27.2 Demolished materials to be removed by the Contractor. Should some of materials be of interest of the beneficiary, they will remain his property and in this case the Contractor will follow the Supervisor’s instruction.

**Article 29 Temporary works**

29.2 All designs and costs related to any particular temporary works are responsibility of the Contractor.

**Article 32 Patents and licenses**

32.1 There is no derogation from Article 32 of the general conditions.

**Article 34 Period of implementation of tasks**

34.1 150 days (one hundred fifty days) after issuance of commencement order to be followed by 2 (two) months of Defect Liability Period starting from issuance of Provisional Acceptance Certificate.

**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 Work register shall be kept in local language and in accordance with the local legislation in force.

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

## 40.1 All supplies under this contract may originate from any country.

**Article 41 Inspection and testing**

Inspection and testing referred to in Article 41 shall be performed in accordance with the requirements of the applicable technical regulations and local legislation in force. The costs of inspection and testing shall be borne by the Contractor.

**Article 43 Ownership of plant and materials**

43.2 All equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works shall be vested in the Contracting Authority.

**Article 44: General principles for payments**

44.1 Payments shall be made in national currency, i.e. BAM (Convertible mark).

44.3 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 is possible

**Article 47 Retention monies**

The sum to be retained from interim payments to guarantee implementation of the Contractor's obligations during the defectsliability period is 10% of each instalment.

**Article 48 Price revision**

48.2 Prices may not be revised.

**Article 49 Measurement**

49.1 This is a unit-price contract.

**Article 50 Interim payments**

50.1 The following text is added:

Minimum amount of any Interim Payment Certificate shall be no less than 5% (five percent) of the original contract price.

**Article 51 Final statement of account**

51.1 The Contractor shall, submit to the Supervisor a draft final statement of account when it applies for the provisional 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 sign the final statement of account.

**Article 60 Provisional acceptance**

60.1 In complement to article 60.1 of the General Conditions Provisional Acceptance Certificate to be issued by the Supervisor has to be co-signed for its validity by the project Beneficiary and the Contracting Authority.

**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 disputes arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of courts in Tuzla in accordance with the national legislation of the state of the Contracting Authority.