**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 **University of Novi Sad / Faculty of Agriculture**

Trg Dositeja Obradovica no.8

21000 Novi Sad

Contact person: Mirjana Railić

Email: [mirjana.railic@polj.edu.rs](mailto:mirjana.railic@polj.edu.rs)

For the Contractor:

Contact name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

The power of the Supervisor and its representative is in compliance with Serbian legislation. The Supervisor shall be appointed under separate Service tender procedure. The purpose of the service contract is the provision of Independent Construction Supervisor for the implementation of the construction works required by the project in compliance with Serbian legislation for Construction works (the provisions of the Law on planning and construction and all relevant Regulations). All representatives of supervisors will be appointed by Contracting Authority in compliance with Law on planning and construction.

Supervisor will have the power as in accordance with Serbian current Law on planning and construction as “Nadzorni organ”. Any approval, inspection, certificate, examination, instruction, proposal, request, test or other similar action of the Supervisor shall not relieve the Contractor of

any of his duties and responsibilities under this Contract, including responsibilities for any of his mistakes, faults or discrepancies. The Contractor must ensure that the Supervisor has free access to the construction (s) and all the documentation relevant to the implementation of the current contract and the works herein. The Supervisor shall have access to all materials or items to be installed on the sites before they are actually fixed in place.

Any administrative orders of the Supervisor can be issued by using the Construction Log-book (“građevinski dnevnik” and ,,gradjevinska knjiga”), with a prior acceptance of the Contracting Authority. The Supervisor shall give orders in accordance with the Serbian Rule Book on content and keeping the Construction Log Book.

**Article 8 Documents to be provided**

8.1 Contracting Authority shall provide main design documentation “Projekat za izvodjenje (PZI)” and construction permit “građevinska dozvola” to the Contractor within 7 days of the signing of the contract, free of charge. The Contractor may purchase additional copies of these drawings, specifications and other documents, insofar as they are available. Upon the acceptance of works, the Contractor shall return to the Supervisor all drawings, designs, permits, specifications and other contract documents.

**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:

**University of Novi Sad / Faculty of Agriculture / Trg Dositeja Obradovica no.8 / 21000 Novi Sad**

**Article 12 General obligations**

12.9 Where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

**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.

**Article 16 Liabilities and insurance**

16.1 a) No derogation from General Conditions.

16.1 b) No derogation from General Conditions.

16.2 a) point 4 Tenderer must provide the relevant insurance for their workers.

In accordance with Serbian procurement regulations /Official Gazette RS 91/2019) add text:

The tenderer is obliged to submit with the offer:

* Original letter of the bank intent , that in case the tender gets the job, on the day of handover of works, it will issue a bank guarantee for elimination of defects within the warranty period, binding for the bank, in the amount of not less than 5% of the total contract value without VAT , with a validity period that cannot be shorter than the deadline specified in the tender documentation. The letter must not be limited in duration (date) and must not have content related to the bank's policy and the provision that the letter does not represent a further obligation for the bank, as a guarantor. It is necessary for the tenderer to have a non-resident account in the country where he is bidding for public procurement, bearing in mind that the Contracting Authority makes payments through the Administration of the Treasury (“UPRAVA ZA TREZOR) and not through commercial banks, and does not have the ability to collect financial security in a foreign bank. It is necessary that the amount on the financial security is expressed in dinars. If the bidder does not submit the requested letter of intent of the bank, his bid will be rejected as unacceptable.

Contractor ( SELECTED TENDERER) has obligation to provide Insurance of liability related to the soundness of the works in accordance Law on Planning and Construction of Serbia in terms of Warranty period of 2 years from the date of final acceptance. .

Contractor ( SELECTED TENDERER) has obligation to submit:

Bank guarantee for elimination of defects within the warranty period - The selected tenderer undertakes to hand over at the moment of final acceptance a bank guarantee for elimination of defects within the warranty period, which will be with clauses: unconditional and payable on the first call. The bank guarantee for the elimination of defects within the warranty period is issued in the amount of not less than 5% of the total value of the contract without VAT, in favour of the Contracting Authority.. The validity period of the bank guarantee must be 5 days longer than the warranty period. The Contracting Authority will cash the bank guarantee for the elimination of defects within the warranty period in the event that the selected tenderer does not fulfil the obligation to eliminate defects that could reduce the possibility of using the subject of the contract during the warranty period. It is necessary for the tenderer to have a non-resident account in the country where he is bidding for public procurement, bearing in mind that the Contracting Authority makes payments through the Administration of the Treasury ( “UPRAVA ZA TREZOR) and not through commercial banks, and does not have the ability to collect financial security in a foreign bank. It is necessary that the amount on the financial security is expressed in RSD. After execution of the contractual obligations of the tenderer to which they refer, the means of financial security will be returned.

**Article 17 Programme of implementation of tasks**

In case of any unforeseen circumstances or additional works, Contracting Authority must require approval from the Managing Authority

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

19.1. The contractor shall submit to the supervisor for approval at its own expense, all design and construction drawings and other documents and objects necessary for the proper execution of the contract, and in particular:

a) drawings, documents, samples and/or models as may be specified in the contract within the time limits and procedures laid down therein or in the programme of implementation of tasks;

b) drawings as the supervisor may reasonably require for the implementation of tasks.

c) plans, drawings and calculations needed to provide evidence of the stability and resistance of the structures, including foundation design and detailed reinforcement plan. These calculations and surveys should be sustained by sufficient site investigations and should be submitted in triplicate to the supervisor for approval at least 30 days before commencing construction of the works in question.

19.7. Before provisional acceptance of the works, the contractor shall supply operation and maintenance manuals together with drawings to the contracting authority, which shall be in such detail as will enable the contracting authority to operate, maintain, adjust and repair all parts of the works. Unless otherwise stated in the special conditions, the manuals and drawings shall be in the language of the contract. The works shall not be considered to be completed for the purpose of provisional acceptance until such manuals and drawings have been supplied to the contracting authority

**Article 20 Sufficiency of tender prices**

No derogation to the rules of the General conditions.

**Article 21 Exceptional risks**

21.4 Weather conditions shall not entitle the contractor to claims under Article 55 of the General conditions.

**Article 24 Interference with traffic**

24.1 No derogation to the rules of the General conditions.

24.2 No derogation to the rules of the General conditions.

**Article 27 Demolished materials**

No derogation to the rules of the General conditions.

**Article 29 Temporary works**

29.2 Design of particular temporary works is not the responsibility of the Contracting Authority.

**Article 30 Soil studies**

No derogation to the rules of the General conditions.

**Article 32 Patents and licenses**

No derogation to the rules of the General conditions.

**Article 34 Period of implementation of tasks**

34.1 Period of implementation of tasks is 12 (twelve) months.

**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**

Contractor shall keep the Work Register in a form of Construction Log Book “Građevinski Dnevnik”, Quantity Survey Book “Građevinska knjiga” and Inspection Book “Knjiga inspekcije” in accordance with Serbian Law on Planning and Construction.

No derogation to the rules of the General conditions.

**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 Croatia - Serbia 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 bill of quantities 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 bill of quantities (Volume 4.3.2

## 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 as a minimum with Serbian standards and codes and the Technical Specifications, volume 3, part of the Contract.

40.3 Preliminary technical acceptance is not necessary.

**Article 41 Inspection and testing**

Works to be tested:

* Construction and craft works
* Water and sewerage installation
* Electricity installations
* Mechanical installations

**Article 43 Ownership of plant and materials**

43.2 Equipment, temporary structures, plant and materials on the site do not 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, according to the following schedule:

* Monthly interim payments during twelve months (12) of contract implementation.
* At the end of each month of contract implementation the contractor will submit to contracting authority temporary situation (privremene situacija) with approval of Supervisor as a proof of performed works, for payment.
* At the end of the final moth of contract implementation (12 month) final / balance payment will be realised upon submission of necessary documents regarding final temporary situation (konacna privremena situacija) after the positive technical acceptance of works and issuing of final acceptance with approval of Supervisor as a proof of performed works - 12 months from the commencement day

Payments will be authorised and made by University of Novi Sad / Faculty of Agriculture, which is represented by Mr. Nenad Magazin, dean or his representative.

**Article 46 Pre-financing**

46.1 No pre-financing shall be granted under this contract.

**Article 47 Retention monies**

47.1 No money shall be retained.

**Article 48 Price revision**

No price revision is allowed under this contract.

**Article 49 Measurement**

49.1 This is a unit-price contract.

**Article 50 Interim payments**

50.1 The contractor shall submit an invoice for interim payment to the supervisor at the end of each period referred to in Article 50.7 in a form approved by the supervisor. The invoice shall include the following items, as applicable:

a) the estimated contract value of the permanent works implemented up to the end of the period in question;

**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 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.

**Article 60 Provisional acceptance**

60.1 In complement to Article 60.1 of the general conditions the provisional acceptance will be issued after performing the facility technical acceptance (“tehnički prijem objekta”) according to the Serbian Rulebook on the content and manner of performing technical inspection of the facility, (Pravilnik o sadržini i načinu vršenja tehničkog pregleda objekta, sastavu komisije, sadržini predloga komisije o utvrđivanju podobnosti objekta za upotrebu, osmatranju tla i objekta u toku građenja i upotrebe i minimalnim garantnim rokovima za pojedine vrste objekata, "Sl. glasnik RS", br. 27/2015, 29/2016, 78/2019 I 6/2024)

**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.

61.6 The defects liability work necessitated by normal wear and tear is not obliged to be carried out by the Contractor.

61.7 The defects liability period shall be 2 years, in accordance to Serbian Rules and Regulations (“Uzanse o građenju”). The defects liability period shall commence on the date of provisional acceptance and may recommence in accordance with Article 61.2.

**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 Privredni sud Novi Sad 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.

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