**SPECIAL CONDITIONS**

**CONTENTS**

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| 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 programme participating countries languages (BiH languages) and Latin letter only.

**Article 4 Communication**

4.1

For the Contracting Authority:

Ms. Mirna Trcalo

E-mail: [mirna.trcalo@mostar.ba](mailto:mirna.trcalo@mostar.ba)

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

Supervising entity will be elected in the appropriate time to follow the works.

**Article 8 Documents to be provided**

8.1 N/a

**Article 12 General Obligations**

12.9 The Contractor shall take the necessary measures to ensure the visibility of the European Union co-financing. These activities must comply with the rules lay down in the Visibility Manual of the Interreg IPA Cross-border Cooperation Programme Croatia-Bosnia and Herzegovina-Montenegro 2014-2020.

**Article 12c Design and build contracts**

12c1 The Contractor will provide the Contracting Authority with all drawings and/or samples in relation to the procedures relevant for the required safety standards (Project documentation, tender documentation, construction diary construction book).

**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**

The Contractor will provide the Contracting Authority with all drawings and/or samples in relation to the procedures relevant for the required safety standards.

**Article 17 Programme of implementation of tasks**

Implementation period: 60 days starting from 1st of November. This period include works, delivery, equipment installation and testing.

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

19.1 All written communications for this tender procedure and contract must be in Programme participating countries languages (BiH languages) and Latin letter only.

**Article 20 Sufficiency of tender prices**

**Article 21 Exceptional risks**

**Article 24 Interference with traffic**

**Article 27 Demolished materials**

**Article 29 Temporary works**

**Article 30 Soil studies**

**Article 32 Patents and licenses**

**Article 34 Period of implementation of tasks**

Implementation period: 60 days starting from 1st of November. This period include works, delivery, equipment installation and testing.

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 See article Article 12c Design and build contracts

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

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

40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:

See section 12.1. of the Instruction of tenderise

40.3 Technical acceptance is necessary and the conditions governing its implementation.

**Article 41 Inspection and testing**

Playground Kantarevac and Centre Los Rosales, Mostar, Bosnia and Herzegovina.

**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 national currency (BAM).

44.3 N/a

**Article 46 Pre-financing**

46.1 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 defects liability period is 10 % of contract amount(s).

**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 payment will be done by the delivery of all works under this tender.

**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 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 certificate of final acceptance referred to in article 62, the Supervisor shall prepare and signed the final statement of account.

**Article 59 Partial acceptance**

N/a

**Article 60 Provisional acceptance**

N/a

**Article 61 Defects liability**

N/a

**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 Opstinski Sud Mostar in accordance with the national legislation of the state of the Contracting Authority