

# **TENDER DOSSIER**

## **FOR PREPARATION OF TRANSPORT MASTER PLAN FOR BELGRADE (SMARTPLAN)**

**PART 2  
CONTRACTUAL TERMS AND CONDITIONS**

# CONTENTS

I	GENERAL TERMS AND CONDITIONS.....	2
	1. Contract documentation.....	2
	2. Subject.....	2
	3. Contract term.....	2
	4. Supervision of contract performance, obligations of the supervisory body.....	2
	5. Subcontractors.....	3
II	OBLIGATIONS OF OWNER.....	3
	1. Submission of documentation held by the Owner.....	3
	2. Introduction with activities.....	4
III	OBLIGATIONS OF CONTRACTOR.....	4
IV	SPECIAL CONDITIONS.....	5
	1. Owner's obligations.....	5
	2. Contractor's obligations.....	5
V	CHANGE OF TEAM MEMBERS.....	5
VI	PAYMENT.....	5
VII	GUARANTEES.....	5
VIII	LANGUAGE AND CERTIFICATION.....	6
IX	TERMINATION OF THE CONTRACT.....	6
X	SETTLEMENT OF DISPUTES AND JURISDICTION.....	6

## **NOTES TO TENDERERS**

The Agency for Building Land and Construction, P.E. will insist on the contract elements from the bellow text. The wording of the contract will be defined together with the awarded Tenderer in accordance with the successful tender.

## **CONTRACT ELEMENTS**

### **I GENERAL TERMS AND CONDITIONS**

#### **1. CONTRACT DOCUMENTATION**

1. Contract documentation is comprised of the following documents:
  - a) Contract
  - b) General terms and conditions
  - c) Special terms and conditions
  - d) Tender Dossier
  - e) Basis for preparation of the Transport Master Plan for Belgrade
  - f) All other documents related to the subject of the tender, approved by the Owner and the Contractor
2. Contractor undertakes to check all contract documents, examine its conformance with the tender, relevant laws, by-laws and regulations, standards, etc., and advise the Owner in writing in case of detected differences.
3. In case of any omission, mistake or fault in the contract documents, the Contractor shall promptly inform the Owner to perform necessary amendment/ correction.

#### **2. SUBJECT**

Elaboration of the Transport Master Plan for Belgrade for the period until 2021.

#### **3. CONTRACT TERM**

1. The Contract will be made with the Contractor for the term specified in the awarded tender.
2. Conditions for change of the contract term are regulated in Section III CONTRACTOR'S OBLIGATIONS, item 6.

#### **4. SUPERVISION OF CONTRACT PERFORMANCE; OBLIGATIONS OF THE SUPERVISORY BODY**

1. The Contracting Authority (Owner) shall provide permanent expert supervision. Prior to introduction into tasks the Owner shall notify the tenderer about it in writing. Expert supervision shall be performed by a

qualified team of experts from the Faculty of Transport and Traffic Engineering, University of Belgrade. Resolutions for persons executing expert supervision shall be issued by the Owner or by the company authorized by him and with which it has concluded contract of expert supervision performance.

2. Responsibilities of the supervisory body include:

- a) Issuance of monthly work progress report with recommendations,
- b) Examination of delivered reports per phases of contract performance,
- c) Written information for the Owner with findings and recommendations related to the delivered reports,
- d) Examination of issued invoices for performed works for particular phases, their conformance to the projected scope of works for such phases, and issuance of documents for payment for the requirements of the Owner.
- e) Organisation of meetings with the Contractor's team to review the activities in progress (when necessary or requested by the Contractor),

3. The Owner will establish a Council of experts including the representatives of the organs and the organisations of the city of Belgrade, and the Republic of Serbia. The council will have the following mandate:

- a) Advisory, by giving directions to the Contractor and the Owner during work on Transport Master Plan in order to achieve objectives;
- b) Co-ordination, by providing full co-ordination of the activities in work on the Transport Master Plan, and in the city of Belgrade and the Republic of Serbia, which may affect final results;
- c) Binding, as a body competent for acceptance of the Transport Master Plan and its approval for further review by the city authorities of relevance for that kind of documentation.

## **5. SUBCONTRACTORS**

The Contractor may not employ subcontractors outside the enclosed list (Form 4, Part 1, Section XXVIII-2) without prior consent by the Owner in writing. The Owner's consent shall not free the Contractor from any contractual obligation or liability and he shall be liable for actions, failures and neglect of any subcontractor.

## **II OBLIGATIONS OF OWNER**

### **1. Submission of documentation held by the Owner**

At the time of signing the Contract, the Owner will deliver to the Contractor complete available documentation specified in Part 3 - Technical Documentation.

In case of amendments or alterations to the Tender Dossier the Owner shall timely submit such amendments to the Contractor, i.e., not later than 30 calendar days from the date marked as the date of commencement of activities.

Documentation will be delivered with the Minutes of acceptance/handover.

## **2. Introduction with activities**

Initiation into arrangement will be considered as fulfillment of Owner's obligations from above item.

### **III OBLIGATIONS OF CONTRACTOR**

1. The Contractor shall expertly and qualitatively conduct activities on preparation of the Transport Master Plan for Belgrade, in full according to the successful Tender Dossier and all potential amendments and alterations according to the applicable laws, regulations, standards and codes of practice.
2. The Contractor shall enable professional supervision over works to be performed, including supervision over operation of its subcontractors for the purpose of appropriate execution of contractual obligations.
3. The Contractor will perform its obligations under the contract in accordance with its tender and the time plan of activities.
4. Increase in volume of operation due to circumstances not anticipated in the contents of public announcement – Part 3: Technical Documentation, will be regulated on the basis of together with explanation of the Contractor and written consent of the expert supervision body, but within the scope prescribed by the law.
5. The Contractor is entitled to extension of the deadline, only if terms and conditions from paragraph 4 have been met, upon consent in writing from the Owner's body of experts.
6. Delays are regulated for the following cases:
  - In case of late delivery of documentation and other Owner's responsibilities, provides extension of the deadline for the period of such delay not longer than 30 calendar days. If delay is longer than designated, the Contractor is entitled to financial compensation up to the amount proportional to the number of days in default of performance.
  - Delay of the Contractor in preparation of documentation caused by his own fault result in penalty measures pursuant to domestic regulations
7. Time schedule of acceptance/hand-over of the works under the contract will be implemented in accordance with the awarded tender and progress chart.

## **IV SPECIAL CONDITIONS**

### **1. OWNER'S OBLIGATIONS**

1. Assistance for establishment of contacts with the relevant organs and organisations of the Belgrade city.
2. Acceptance of the supervisory body's report within 15 calendar days.

### **2. CONTRACTOR'S OBLIGATIONS**

1. Co-operation with the supervisory body of experts in performance of the work under the contract.
2. Actions in accordance with the comments of the supervisory body within the time designated by the supervisory body in its report.
3. Presentation of the interim and final reports to the Council of experts and actions upon suggestion of the Council, within the time limits set in the reports from the meetings of the Council.
4. Work out of the supporting documents intended for promotions.
5. In addition to above General Conditions the Contractor waives all rights to the use of contract documentation. Contract documentation becomes intellectual property of the Owner and he may manage it at his own discretion.

## **V CHANGE OF TEAM MEMBERS**

1. In the case described in item III – 6 (obligations of contractors), first paragraph, and if the delay in commencement of work is no longer than 30 working days, the Contractor agrees not to change the agreed composition of the team nor to transfer the managing members of the team to other tasks.
2. If the Owner's delay is longer than 30 working days The Contractor is entitled to change members of its team/staff upon notification in writing to the Owner and the Owner's consent.

## **VI PAYMENT**

Payment will be made upon issued invoices and report from the supervisory body and confirmation that all issued works have been performed as stated, and in accordance with the payment schedule , not later than 15 calendar days from the date the invoice has been approved by the supervisory body.

## **VII GUARANTEES**

1. The first-class bank guarantee is requested for the period and quality of execution of activities/works to the amount of 10% of contracted price including VAT with the validity equal to the contract period with additional validity period of 30 calendar days.
2. The deadline for presentation of guarantee is 20 days after the contract has come into force.
3. The guarantee is payable at the first demand.

## **VIII LANGUAGE AND CERTIFICATION**

1. Contract is made in Serbian.
2. The contract in English shall be certified by a certified translator.
3. The Contract will be verified in accordance with the domestic regulations.

## **IX TERMINATION OF THE CONTRACT**

1. Owner will terminate the contract :
  - In case of non-commencement of works due to unjustifiable reasons;
  - If within reasonable time instructions in the reports issued by the supervisory body of experts of the Owner failed to be complied with
  - If a new subcontractor has been employed without Owner's consent, and
  - In other not specified cases which will be defined at a later stage with mutual consent of contracting parties.
2. Tenderer will terminate the contract:
  - If the Owner fails to pay to the Contractor the amount due per phases of the works executed; and in other circumstances (certificate of completion of operations/works for the specified amount, etc.)
  - If the delay described in Section III. Item 6, first line, exceeds 60 calendar days, what may impair other Contractor's obligations in other jobs, and
  - In other not specified cases which will be defined at a later stage with mutual consent of contracting parties.
3. Notice of Termination of Contract
  - 45 calendar days.
4. Obligations in case of termination of contract
  - The Contractor shall deliver to the Owner all documentation produced up to that moment and for which the Engineer's consent has been issued.
  - The Owner shall pay delivered documentation approved by the Supervisory body.

## **X SETTLEMENT OF DISPUTES AND JURISDICTION**

1. All disputes will be solved amicably.
2. If an amicable settlement is not possible, competent court will be the one in the place of the Owner's seat according to relevant laws of Republic of Serbia.