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MINISTRY OF LOCAL GOVERNMENT ADMINISTRATION



# PUBLIC CONTRACT MANAGEMENT MANUAL

JUNE, 2019



**USAID TRANSPARENT, EFFECTIVE AND ACCOUNTABLE MUNICIPALITIES  
MINISTRY OF LOCAL GOVERNMENT ADMINISTRATION  
PUBLIC PROCUREMENT REGULATORY COMMISSION  
KOSOVO INSTITUTE FOR PUBLIC ADMINISTRATION**

# **PUBLIC CONTRACT MANAGEMENT MANUAL**

**June, 2019**

This report was prepared by USAID Transparent, Effective and Accountable Municipalities in cooperation with Public Procurement Regulatory Commission, Ministry of Local Government Administration, and Kosovo Institute for Public Administration.

The authors' views expressed in this document do not necessarily represent the views of the United States Agency for International Development (USAID) or the Government of the United States.

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# ABBREVIATIONS

AI	Administrative Instruction
AO	Amendment Order
AuO	Authorizing Officer
AR	Amendment Request
BoQ	Bill of Quantities
CA	Contracting Authority
CAO	Chief Administrative Officer
CFO	Chief Financial Officer
CM	Contract Manager
CMP	Contract Management Plan
CPA	Central Procurement Agency
EE	Energy Efficiency
EIA	Environment Impact Assessment
EO	Economic Operator
FS	Fire Safety
GCC	General Conditions of Contract
HSW	Health and Safety at Work
LPFMA	Law on Public Financial Management and Accountability
MESP	Ministry of Environment and Spatial Planning
MLSW	Ministry of Labor and Social Welfare
PM	Project Manager
PO	Procurement Officer
PoP	Proof of Payment
PPRC	Public Procurement Regulatory Commission
PRB	Procurement Review Body
ROGPP	Rules and Operational Guidelines on Public Procurement
RPO	Responsible Procurement Officer
SCC	Special Conditions of Contract
SCW	Statement of Completed Works
TD	Tender Dossier
TTD	Terms of Tender Dossier

# 1. INTRODUCTION

The USAID Transparent, Effective and Accountable Municipalities activity in Kosovo in cooperation with the Ministry of Local Government Administration (MLGA), Public Procurement Regulatory Commission (PPRC) and the Kosovo Institute for Public Administration (KIPA), undertook the training activity for contract management for 450 municipal officials.

To achieve sustainability in the contract management process, this activity includes this manual that will serve as a guide and aims to become a useful instrument for contract management, and it contains information on monitoring, control and follow-up of contract execution.

From the beginning of the procurement activity until the acceptance of the service or works, the Contracting Authority (CA) must act in complete conformity with the applicable legal framework. A public activity, regardless of its significance, must be part of the municipal budget and its implementation is directly dependent on the allocation of funds which means estimated financial expenditure is officially approved by the CA in accordance with the Law on Public Financial Management and Accountability (LPFMA).

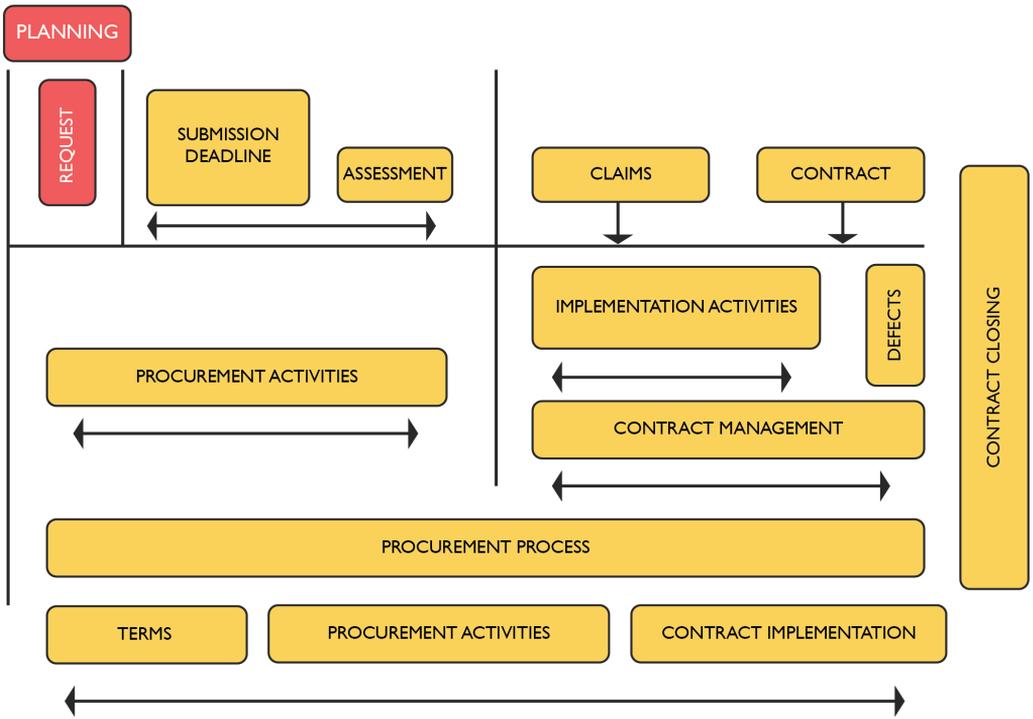
Contract management is an important and critical part for the successful completion of municipal public projects and provision of best services to the citizens. When a Contracting Authority (CA) enters into formal agreement with an Economic Operator (EO), they must monitor if the goods, services or works provided by the EO are in accordance with technical specifications set out in the contract/agreement. In other words, it must have the possibility to supervise whether goods are as per description, services are qualitative and on time, and public works/construction are as per contract parameters and construction standards. When a CA agrees upon a contract with an EO, supplies, services or works cannot be left without direct supervision.

Contract management is the third stage of the procurement process and it refers to the period from contract signing to its closure (final acceptance of the contract). Therefore, shall be defined as in following: Steps that allow the contracting authority and the economic operator to meet contractual obligations, in order to achieve project objectives.

Therefore, Contract management can be defined as: The steps that enable both the Contracting Authority and the EO to meet their obligations within the contract in order to deliver the objectives set by the contract.

This manual describes aspects and obligations related to contract management (services, supplies and works), the processes and provides practical examples. Yet, this manual does not cover all types of contracts and cases that may appear during daily work, but it serves as a practical document that provides common modalities that contract managers face in Kosovo municipalities.

**Procurement process:**



# CHAPTER I

## CONTRACT MANAGEMENT

## 2. CONTRACT MANAGEMENT LEGAL FRAMEWORK

A contract is signed with the free will of both parties on terms, rights and liabilities with regard to the implementation and must be in accordance with the Law on Public Procurement in the Republic of Kosovo 04/L-042, as amended with the Law No. 04/L-237, Law No. 05/L-068 and the Law No. 05/L-092 and the secondary legislation published by PPRC including Tender Dossier.

Depending on the nature of the project, the contract may be based on other pertinent legislation (primary and secondary), as well as during the contract management we must consider the relevant legislation for the scope of contract.

Laws:

- Law on Public Procurement in the Republic of Kosovo no. 04/L-042 as amended with the Law no. 04/L-237, Law no. 05/L-068 and Law no. 05/L-092
- Law 03/L-048 on Public finance management and accountability
- Law no. 04/L-077 on Obligational Relationships
- Law no. 06/I-019 on Standardization
- Law no. 03/I-006 on Contested procedure
- Law no. 05/I-037 on Value added tax
- Law no. 04/L-110 on Construction
- Law no. 06/L-033 on Construction products
- Law no. 04/L-161 on Safety and health at work
- Law no. 04/L-175 on Inspectorate of environment, water, nature, spatial planning and construction
- Law no.03/I-025 on Protection of environment
- Law no. 04/I-016 on Energy efficiency
- Law no. 2003/11 on Roads and
- Other relevant laws depending on the nature of the project.

## Regulations and administrative instructions:

- Secondary legislation published by PPRC<sup>1</sup>
- Regulation MTI no.02/2014 on basic requirements on the construction site
- Regulation MTI no. 06/2014 on evaluation of the conformity for construction products
- Regulation MTI no. 07/2013 on technical approval for construction products
- Regulation MLSW no. 06/2017 on minimum safety and health criteria in the provisional or mobile construction sites
- AI MESP No. 04/2017 on construction classification
- AI MESP No. 05/2017 on inspection supervision and the procedure to issue operation certificates<sup>2</sup>
- AI MESP No. 06/2017 on procedures for the preparation and review of requests for construction conditions, construction permits and demolition permits for construction category I and II
- AI MESP No.08/2017 on technical norms for spatial planning.
- AI MESP No. 06/15 on the form and content of the legitimacy for the inspector for environment, city planning and construction
- AI MTT No. 11/2014 on terms for subjects conducting evaluation procedures for the conformity of construction products
- AI MESP No. 15/2013 on terms to maintain a construction diary and construction book
- AI MESP No. 20/2013 on method, procedure and amount of penalties to participants in construction
- AI MESP No. 21/2015 on form and content of minutes of inspection supervision
- AI MESP No.08/2013 on construction that do not require construction permit
- Other secondary legislation depending on the nature of the project.



<sup>1</sup>[https://krpp.rks.gov.net/Default.aspx?PID=StdForms&LID=1&PPRCMenu\\_OpenNode=62](https://krpp.rks.gov.net/Default.aspx?PID=StdForms&LID=1&PPRCMenu_OpenNode=62)

<sup>2</sup><https://mmph.rks.gov.net/sq/Aktet-nenligjore>

# 3. CONTRACT MANAGEMENT

## 3.1. Types of contracts

The contract is the most important source of liabilities within the rights and obligations of the parties, and constitutes a legal communication between the contracting parties. Contracts are legal agreements entered to in writing with one or more economic operators and one or more contracting authorities, whose object is the supply of goods, works, and/or services in accordance with the applicable law.

**Public contract** - a general term covering any and all of the following specific types of contracts entered into by a contracting authority: (i) a service contract, (ii) a supply contract, (iii) a works contract including a works concession contract, and/or (iv) a public framework contract”.

**Public framework contract** - an agreement in writing between one or more contracting authorities and one or more economic operators, the purpose of which is to establish the terms governing contracts to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

The difference between these two types of contract is that a CA will use a public framework contract when:

- it does not know the exact quantity
- it does not know the exact delivery time
- common used items
- repeated requirements.

The framework contract is a long-term contract with 1 to maximum 3 years. The indicative quantity specified in the tender documents is **only indicative**, and deviation from the indicative quantity is allowed. The permitted discrepancy cannot be higher than **plus/minus thirty percent (30%)**. In the event of purchase orders exceeding **the total indicative amount or the total indicative value** of the public framework contract (including + thirty percent (30%), regardless of the original expiration date of the Public Framework Contract, the contract will automatically be terminated. The allowed discrepancy **plus/minus thirty percent (30%)** applies to Lots and the position/item, and if the allowed threshold is reached, CA cannot place other orders for that Lot or position/item.

## 3.2. Responsibilities within the project/contract management process

In order to fulfill the contract from the moment of its signing and onwards, the process must be managed. Contract management is a very important process in project implementation, for which the procurement activity took place. Contract management is an activity chiefly administered by the Project/Contract Manager however, within the contract management process special roles and certain responsibilities can be borne by other officials or units within the municipal administration, such as:

- Chief Administrative Officer (CAO)
- Procurement Office
- Requesting Unit
- Specification/Project Compiler
- Inspection
- Contract/Project Manager.

In the following we shall list positions within the Contracting Authority with responsibility to approve commencement, evaluation, approval and inspection of the project management cycle.

### 3.2.1. Responsibilities of the chief administrative officer (CAO)

- Approval to initiate procurement activity
- Approves Members of the Tender Evaluation Committee
- Signs high value contracts
- Assigns Project Manager for every contract, and
- Approves necessary contract modifications.

### 3.2.2. Responsibilities of the procurement officer

- In consultation with departments, prepares annual procurement plan and decides on requests based on priorities
- Assures economic, efficient and effective acquisition of goods, services and works
- If possible, makes sure that technical specification do not contain elements of competition limitation
- Cooperates with requesting units, prepares and coordinates completion of documents: specifications, terms of reference as well as Bill of Quantities (BoQ) and drawings
- In the event the procurement activity was not included in the annual procurement plan, upon CAO approval, the Procurement Officer sends the request to the CPA
- Prepares and publishes the Procurement Activity, prepares prequalification documents,

tender dossier, terms of contract, contract award procedures, tender evaluation report etc. while using approved standard forms

- Appoints members of the Tender Opening Committee / and recommends the Tender Evaluation Committee
- Upon completion of the evaluation process, reviews the contract proposal recommended by the Evaluation Committee, approves/rejects the proposed recommendation and prepares briefs for Economic Operators on procurement activity completion
- Signs small and mid-size contracts upon re-confirmation that financial information has not altered
- Maintains and archives procurement information and data and
- Reports to the management of the Contracting Authority on the procurement activity (monthly, quarterly, semi-annual and annual) and provides every information necessary on the procurement processes.

### 3.2.3. Responsibilities of the requesting unit

- Depending on the nature of the project, it prepares/proposes and is responsible for: Terms of Reference, design task, technical specification, project or BoQ
- Assures there are no limitations in specifications, BoQ or Terms of Reference in order to ensure competitiveness in the procurement activity
- Depending on the nature of the project, it is responsible for ensuring the project quality, respectively the technical specification, and must obtain that all consents and permits for the project implementation (construction permit, environment consent, etc), as they may apply to projects – structures of public infrastructure
- Prepares standard form B04 “Statement of needs and fund availability (STFA)” to determine needs and fund availability
- Conducts formal needs assessment, prepares and submits the request for CAO approval, and upon receiving such approval, submits the request to the Procurement Office to initiate the procurement activity.
- Cooperates with and assists the Procurement Officer starting from the procurement initiation to the tender opening process
- Provides clarification regarding the technical specifications, project, BoQ and Terms of Reference
- Proposes members of the Tender Evaluation Committee and proposes to CAO the project/contract manager
- Reports on receipt of goods/services/works and on payments made to operators
- Reports to the Procurement Department on every deviation from the contract terms
- Together with the Contract Manager and the Institutions – other relevant units (project compiler, city planning director etc.), must address the contract modification needs in cases when such activity is necessary, while obtaining the consent of the project designer related to technical specifications, and
- In the event of problems during the project implementation stage (e.g. property issues with citizens), must propose solutions to overcome such obstacles.

### 3.2.4. Responsibilities of the specification / project designer

- Ensures the quality of the drafted specification / project
- Provides professional/technical information on the project/specification drafted
- Approves or provides solutions related to professional-technical aspects, specifically modification and project amendments that may arise during the implementation stage, and regarding which there was previous consent from the Project/Contract Manager and the Requesting Unit.

### 3.2.5. Responsibilities of the inspection

- Check the work documentation that enables access to the work of the supervised entity regarding legal implementation
- Check with the competent authority, at the central and local level, which is tasked with providing documentation such as consent, permit, license, authorization, proof, conclusion etc.
- Inspect technical documentation and terms of construction and check proof of safety, quality and public order measures being undertaken
- Check structures and work areas, installations and equipment, work equipment, materials used, transportation means, etc.
- Assures adherence to legal requirements during project implementation phase
- Ascertain the factual status through visual, audio and video inspection that can be used in the inspection oversight procedure
- May partake during construction product testing and the testing of prefabricated structural elements regarding every construction
- Maintain the record of minutes related to inspection control and supervision processes performed
- Inform the supervisory body on any irregularity noticed, and set deadlines for addressing such irregularities
- Instruct participants in order to prevent violations of legal provisions during construction works
- Prevent the utilization of construction products that are not in compliance with regulation and applicable requirements, or products that are detrimental to human health and to the environment
- Determine suitable deadlines to remedy breaches, defects, damages or inappropriate construction products

### 3.2.6. Responsibilities of the contract manager

Contract manager will:

- Manage the obligations and duties of the Contracting authority specified in the contract and
- Ensure that the economic operator performs the contract in accordance with the terms and conditions specified in the contract.

Contract manager functions:

- Ensure that the economic operator meets all performance or delivery obligations in accordance with the terms and conditions of a contract
- Ensure that the economic operator submits all required documentation in accordance with the terms and conditions of a contract
- Ensure that the Contracting Authority meets all payment and other obligations in accordance with the terms and conditions of a contract
- Ensure that there is adequate cost, quality and time control where appropriate
- Ensure that all contract obligations are complete prior to closure of the contract file
- Ensure that all contract management records are kept and archived as required
- Issue any required variations or change orders, in accordance with the terms and conditions of a contract
- Provide full details of a required contract amendment to the Procurement Department and to obtain their approval
- Manage handover or acceptance procedures
- Provide full details of any proposed termination of a contract to the Procurement Department and
- Submit reports on the progress or completion of a contract as required by the procurement Department or the CAO.

### 3.3. Transfer of responsibility to the contract manager/project manager

After a contract has been signed by both parties, the Responsible Procurement Officer (RPO) shall inform the requesting organizational unit and require the appointment of an officer as the **Contract Manager (CM)**. A contract of large value or which is complex, or forms part of a larger project may be assigned to a Project Management Team, which shall have the same responsibilities as a Contract Manager.

After the proposal of the Contract Manager, RPO will send the request for approval to the CAO. The CAO will approve the responsible CM to manage (supervise) the specific contract.

RPO will inform the appointed contract manager regarding the appointment and will disseminate a copy of the signed contract to the following:

- Originating Requesting Unit
- Finance Department, and
- Contract Manager

After a contract has been distributed, competencies on contract management, **except the capacity to amend or terminate**, shall pass from the Procurement Department to the Contract Manager.

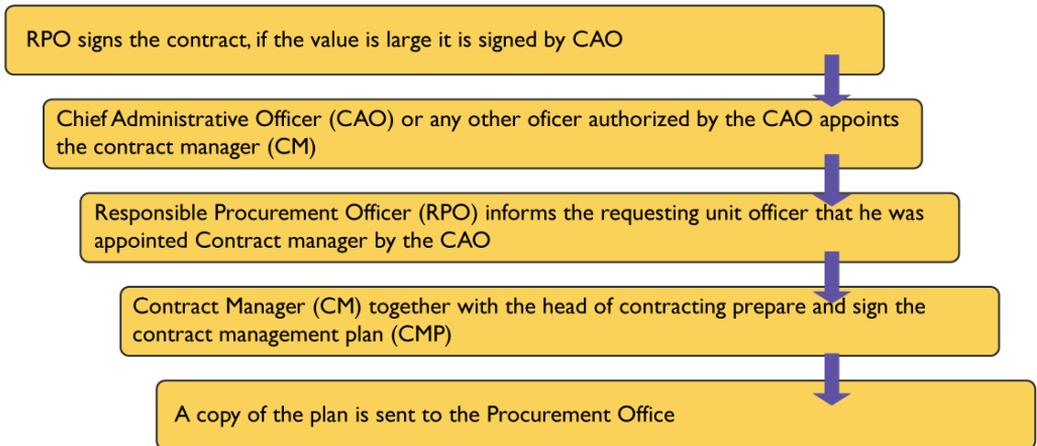
Upon receipt of the contract, the CM shall prepare a contract management plan, **using the standard form adopted by the PPPC, form C01**.

Contract management plan shall be prepared for all contracts for medium and large value contracts. **See annex I – Model for completion of Contract Management Plan.**

- The contract management plan shall be prepared before the initiation of the implementation of the contract and shall be agreed between the parties of the contract. This shall be documented with the signatures of both parties, respectively the Contract Manager and the Economic Operator.
- Within two working days the Contract manager will forward a copy of the contract management plan to the procurement department and a copy to the Economic Operator.
- After the responsible procurement officer receives the contract management plan, CM will issue the following to the Economic Operator:
  - The Letter of commencement, *in case of a works contract, completed sample in Annex 2*
  - The Letter of notification, *in case of a service contract, completed sample in Annex 3 and*
  - The Purchase Order, *in case of a supply contract, completed sample in Annex 4.*

- CM will provide the Responsible Procurement Officer with a copy of the said document that will become an integral part of the contract.
- In case of a public framework contract or long-term agreement, when possible, the CM will issue the Purchase Orders each time the need arises.
- Whenever the CM has any reservations or difficulties with the terms or conditions of the contract, they shall be discussed and resolved with the procurement department. The CM will report to the Procurement Department:
  - any departure from the terms and conditions of a contract and
  - any alterations to the conditions of the contract, either before or during implementation, that in effect could have impacted on the evaluation and rankings of the tenders and the selection of the economic operator.

### Approval procedures of the contract management plan:



### 3.4. Contract Management Documentation

Prior to the beginning of the contract management, Procurement Department must submit to the Contract Manager the following documents:

- Contract
- Specific conditions of the contract
- General conditions of the contract
- EO bid, including Technical Specification
- Financial Bid
- Changes in tender documentation related to technical specification during the procurement activity
- Performance security
- Contractor's bank account
- Tender dossier.

If we are dealing with construction works, such as collective residence, business object, mall, sports center, restaurants, hotels, schools, roads, pipeline infrastructure, waste treatment facility etc., along with the documents, the following must be submitted:

- Detailed project with technical description
- Construction permit
- Environment permit from the municipality
- Infrastructure permit (road construction, electricity and water supply etc.)

### 3.5. Initial meeting with the contractor

Prior to commencing contract implementation, for complex contracts it is a good practice to have an **“Initial Meeting”** to discuss between parties, in order to ensure that all stakeholders understand the objectives to be achieved within this contract.

The initial meeting envisages the participation of representatives of both parties responsible for the contract implementation and monitoring.

This meeting must not be used to amend terms of contract, but discussions must focus on Technical specifications / Terms of reference the EO submitted with the tender, conditions of the contract and hiring personnel and responsibilities of the parties.



# CHAPTER II

## CONTRACT MANAGEMENT PROCESS

## 4.1. Contract implementation phases

### 4.1.1. Obligations of the contracting authority

After signing the Contract management plan and after issuing the Letter of Commencement, in case of works contract or issuing the Purchase Order, in case of supply contract, or Letter of Notification, in case off services contract, the CM:

- If necessary, and within 30 days of the signing of the contract, the Contracting Authority shall, provide the Contractor, free of charge, with a copy of the drawings prepared for the performance of the contract and a copy of the specifications and other contract documents. Upon the final acceptance, the Contractor shall return to the Contracting Authority all drawings, specifications and other contract documents.
- May offer help to the Contractor, if required, in obtaining copies of laws, regulations and information on local customs, orders or other laws of the Republic of Kosovo which may affect the Contractor in the performance of his obligations under the contract. The Contracting Authority may provide the assistance requested to the Contractor at the Contractor' cost.
- Shall provide access for the Contractor to the site in accordance with the programmed of implementation of tasks referred Obligations of the Contractor/Supplier/Service provider.

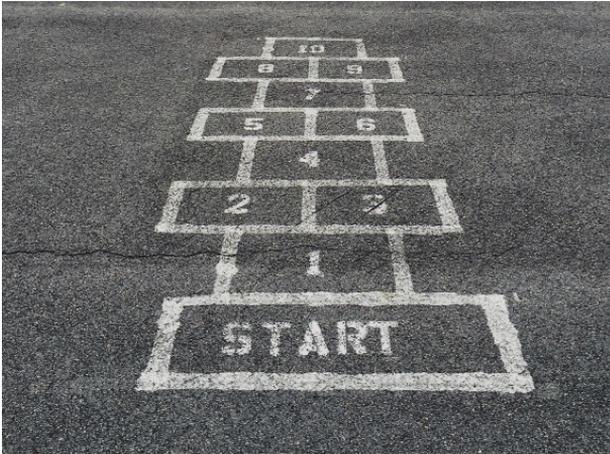
### 4.1.2. Obligations of the contractor

After signing the Contract management plan and after issuing the Letter of Commencement, in case of works contract or issuing the Purchase Order, in case of supply contract, or Letter of Notification, in case off service contract, the EO:

- Shall respect and abide by all laws and regulations in force in the Republic of Kosovo and shall ensure that his personnel, their dependents, and his local employees also respect and abide by all such laws and regulations.
- Shall treat all documents and information received in connection with the contract as confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any of the contract without the prior consent in writing of the Contracting Authority.
- Shall make sure that works start and finish within the fixed time limits agreed
- Shall ensure for the quality of the work and for the quality of the materials and the professional quality of the workers that are used for the fulfilment of the contracted works, shall secure the construction area immediately after works' commencements for the following reasons if for the performance of the works heavy equipment such as: excavators (of different kinds), cranes, trucks (of different kinds), high scaffolds etc. will be used and in order to avoid injury or damage to coincidental passers, adjacent objects, traffic etc.

- Will be responsible for the safety of all activates at the site
- Will provide safety at the site during the execution period
- Will keep a log of works in the case of contract for works.

### 4.1.3. Commencement and delays



Upon signing the contract management plan, the Contractor/Supplier/Service Provider and upon issuing the Purchase Order, Letter of Notification or Letter of Commencement, depending on the type of the contract, and upon notice from the competent authority (inspection, requesting unit, procurement office, city planning office etc.), the contract implementation must commence within specified deadline.

The contractor/supplier/service provider may request extension of the implementation period in the event contract execution is delayed or the delay is expected.

**Within 15 days** of realizing that a delay might occur, the Contractor/Supplier/Service Provider shall notify the CM of his intention to make a request for extension of the period of performance to which he considers himself entitled and, within **30 days** shall provide comprehensive details to the CM.

**Within 30 days** of receipt of the details, the CM shall by written notice to the Contractor/Supplier/Service Provider grant such extension of the period of performance as may be justified, either prospectively or retrospectively, or inform the Contractor that he is not entitled to an extension.

The approval of the deadline extension requires a new contract management plan (Amendment of contract management plan).

#### 4.1.4. Liquidated damages

If the Contractor/Supplier/Service Provider fails to implement the contract within the deadline specified in the contract, CM, without an official notice and without prejudice to other compensation as per contract for every day from the expiration of the contract period and the actual termination date, is entitled to liquidated damages equal to 0,25% per day of the value of undelivered services. With contracts for works and services, the CM must review the Special Conditions of Contract (SCC) for the norm since this norm is specified in accordance with the circumstances.

If the non-delivery of any of the goods prevents the normal use of the supplies, the liquidated damages provided shall be calculated based on the total value of the contract., for example:

- If the EO has been obliged to supply a printer and a toner for that printer, and the supplier can only supply the printer, the CA cannot use the printer because the toner is missing, so in this case the liquidated damages will be calculated on the basis of the total value of the contract (the value of the printer and of the toner)
- If the EO has been obliged to supply a computer and a printer, and the Supplier can supply only the computer, then the CA may use the computer, therefore in this case the liquidated damages will be calculated based on the value of the supplies not delivered (the value of the printer).

In case of a framework contracts - equal to 0,25% in days of the value of the undelivered supplies to a maximum of 10% of the total value of the placed order. If the non-delivery of any of the goods prevents the normal use of the supplies as a whole, the liquidated damages provided shall be calculated on the basis of the total value of the place order.

**The total amount of liquidated damages should not exceed 10% of the Contract value.**

The Contracting Authority may deduct liquidated damages from any payments due to the Contractor.

After the Contracting Authority has become entitled to the maximum claim (10% of the contract value), and after deducting the liquidated damages and after giving notice to the Contractor, the CA may:

- invoke the performance guarantee and /or
- terminate the contract, and
- enter into a contract with a third party at the Contractor's cost for the provision of the balance of the works.

The Contractor will not be paid for this part of the contract. The Contractor will also be liable to pay the additional cost and damages caused by this inability.

In order to impose penalties, the following steps need to be taken:

- Within 15 days of realizing that a delay might occur, the supplier notifies the CA of the intention to submit the request for extension of the submission period
- Within 30 days the supplier provides the Contracting Authority with comprehensive details so that the request can be examined, citing the reason/s for such delay

- The CA either approves or disapproves the request for extension within a period of 30 days.
- If the request is approved, the liquidated damages cannot be imposed, and the supplier is informed in writing. The supplier is required to extend the validity of performance guarantee, in compliance with the extended period
- If the request is rejected, the CA informs the supplier in writing and ensures that the said notice or communication is received by the latter within a reasonable time from receipt of the request for extension. In this case, Contracting Authority imposes liquidated damages in accordance with provisions of the contract
- If the supplier causes delays and does not request an extension:
  - The CA informs, within a reasonable time from the first day of delay, the supplier/ that the CA shall impose the liquidated damages agreed upon by the parties.
  - Upon delivery, the end-user unit and the Technical Inspection and Acceptance Committee records the delay in the inspection documents, noting there in the amount of the liquidated damages imposable on the supplier.
  - Upon payment, the amount of liquidated damages due is deducted from the total amount payable to the supplier.

#### 4.1.5. Subcontracting<sup>3</sup>

Regarding activity implementation, the EO may utilize subcontractors, but only those declared in the tender whereby specifying the activities to be completed by the subcontractor. Subcontracting cannot exceed 40% of the total contract value.

Contracting Authorities may secure, where they deem possible, direct payments for the subcontractors. The Economic Operator awarded with the contract is responsible for contract implementation in accordance with the contract regardless if any portion is subcontracted to the third parties. The Economic Operator must notify the Contracting Authority of any changes in the subcontracting plan that appear after tender submission. The Contracting Authority may reject any proposed subcontractor if the same fails to meet the compliance criteria.

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<sup>3</sup> Rules and Operational Guidelines on Public Procurement (ROGPP, article 18.1)

## 4.1.6. Acceptance of supplies, services or works

### Acceptance of supplies

#### *Provisional acceptance*

The Supplier may apply, by notice to the CM, for a certificate of **provisional acceptance** when supplies are ready for provisional acceptance.

The CM shall within **30 days** of receipt of the Supplier's application either:

- issue the certificate of provisional acceptance to the Supplier; or
- reject the application, giving his reasons and specifying the action which, in his opinion, is required of the Supplier for the certificate to be issued.

If the CM fails either to issue the certificate of provisional acceptance or to reject within the period of **30 days**, he shall be deemed to have issued the certificate on the last day of that period of **30 days**, except where the certificate of provisional acceptance is deemed to constitute a certificate of final acceptance.

If the supplies are divided by the contract into lots, the Supplier shall be entitled to apply for a separate certificate for each lot. In such cases the supplier must inform the CM on the quantities to be supplied to prepare for the acceptance of the quantity.

In case of partial delivery, the Contracting Authority reserves the right to give partial provisional acceptance.

After the periodical acceptance of supply, the CM will issue the Acceptance certificate, or he will reject the reception of supplies while in writing stating the rationale and specifying the requests that were not met. For received periodical supplies and to implement periodical payment, the CM will issue the Provisional Certificate which the contractor must not consider as an indicator for acceptance, approval until the issuance of supply completion certificate. After issuing the temporary certificate for periodical supplies, the EO prepares the bill and the request for payment execution.

After the provisional acceptance of the supplies, the supplier dismantles and removes temporary structures and materials no longer necessary for the implementation of the contract.

The supply acceptance committee must check the delivered supply for adherence with contract specifics.

The contractor is responsible for the quality of supplies provided and paid for until the final acceptance of supplies.



## Final acceptance

**After the expiration of the warranty period** and when all the defects or damages are rectified, CM will issue the **final acceptance certificate**, and state the date when the supplier has fulfilled the obligation in accordance to the contract.

Final acceptance certificate will be issued by the contract manager **in 30 days from the expiration of the warranty period**.

The contract is not considered complete until the final acceptance certificate is signed.

Acceptance of supplies:



Acceptance of services:

Contracts for services are classified in two types of services:

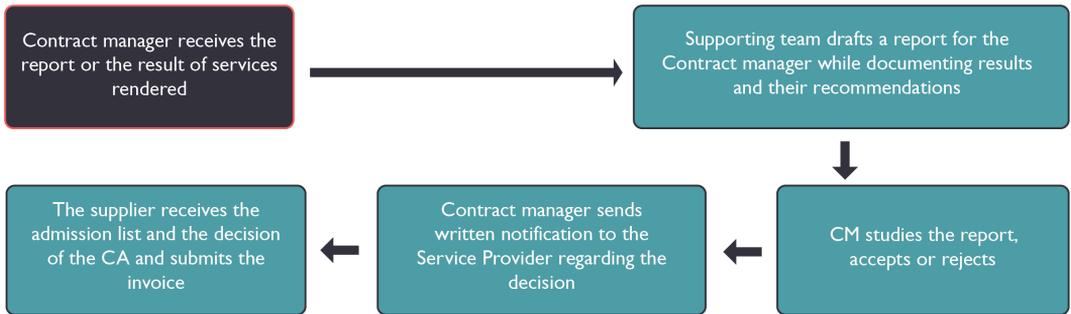
- Non-consultancy services (general services)
- Consultancy services.

### Management of receipt of non-consultancy services (general services)

Non-consultancy services include services where the physical aspects of the activity predominate such as cleaning, catering, security etc.

Acceptance reports for these contracts may be periodic (monthly) or for complete for services rendered depending on the nature of services.

## Management of receipt of non-consultancy services:



## Receipt of consultancy services

**Consultancy services are services of an intellectual or advisory nature**, provided by a consultant who is skilled and qualified in a particular field or profession and includes services **where the intellectual aspect and inputs dominate and exceed other physical aspects of the contract**.

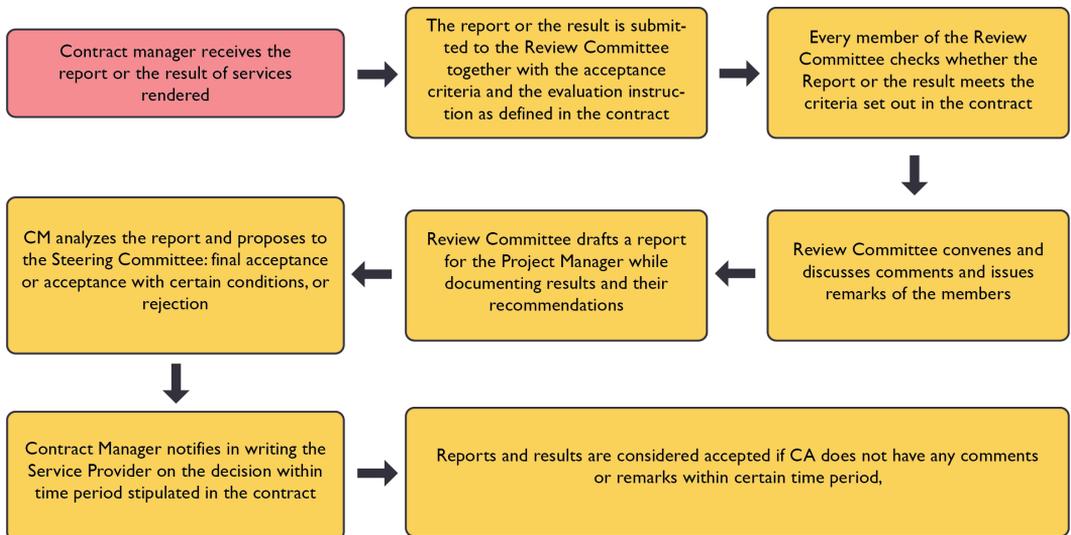
Reports and results prepared are subject of review by the CA in order to verify adherence to terms and conditions of the contract. Compliance review of reports and results based on the pre-determined criteria for acceptance is usually done by the Review Commission appointed on the proposal of the Contract Manager. Review Commissions are formed (ad hoc) based on the topic of every result and are usually from the personnel of the Contracting Authority, who are qualified and experienced.



More concretely, the procedure to approve the reports and results of the Service Provider is as follows:

- After having received the report or results from the Service Provider, the Contract Manager sends it accompanied with acceptance criteria and all the instructions for their evaluation to the members of the Review Commission
- The Review Commission reviews the reports, or the results and the Report is drafted that includes the results / conclusions of the commission
- After having studied the report of the Review Commission, the Contract Manager proposes to the Project Steering Commission the final approval, conditioned approval or rejection of the report or specific results.
- Contract Manager communicates the decision of the Steering Commission in writing to the Service Providers while presenting the rationale in the event of rejection or further amendments
- Should the Contracting Authority fail to continue with comments on reports and/or results within set deadline, the Service Provider is entitled to seek acceptance of the service. Reports and/or results are considered approved by the Contracting Authority if the Service Provider is not notified in due time from the date of receiving the report.
- When a report and/or result is approved by the Contracting Authority with an amendment to be made by the Service Provider, the contracting authority must specify a reasonable period to implement requested amendments.

### Receipt of consultancy services:



## Acceptance of works

Based on time periods, acceptance of works may be:

- Periodic
- Provisional
- Final

### *Periodic Acceptance in phases (situations)*

Until the completion of works, acceptance of works as per progress or in set time periods is possible.

The Project Manager and the Contractor agree on preliminary payments or staged payments and define terms to be met in order to complete the payment (installation/situation) and the same are noted in the CMP:

- Minimum percentage of completed works (usually 5-20%) and
- Time period between two consecutive installations (usually one to two months)

The contractor will be paid based on the amount of works as per position of the pre-measurement and an estimate or based on the percentage of the completed activity.

The contractor is responsible for the quality for the work that has been completed and has been compensated, until the temporary admission of works. For any defect as a consequence of inadequate or poor quality of material, or damage caused by the Contractor, or the third party, the Contractor is responsible to amend or correct the damages at their own expenses.



The CM may therefore with the current payment certificate make any correction or modification for the earlier Payment Certificate. The contractor must not consider Payment Certificates issued by the CM as indicators for acceptance, approval, consent or admission of works until the issuance of the Certificate for completion of works in accordance to the contract / certificate for temporary acceptance of works.

## Provisional acceptance

After the completion of works in accordance with the contract, the Contractor informs the CM and submits the request for Provisional acceptance of works. After receiving the request, the CM inspects the construction/building -site and if any works are not complete or ascertains any defect, the contractor must complete or amend the defects.

If everything is in order, the CM prepares the reports whereby it confirms the works are complete in accordance with the contract. Otherwise the Provisional acceptance is rejected.

After being informed by the CM, not earlier than 15 days, the Contractor will apply for **Provisional acceptance certificate** for the works completed in accordance to the contract will be ready for provisional acceptance.

CA in **30 days upon acceptance of the Contractor's application, shall either:**

- issue the certificate of provisional acceptance to the Contractor; or
- reject the application giving his reasons and specifying the action which, in his opinion, is required of the Contractor for the certificate to be issued.

If the CA fails either to issue the certificate of provisional acceptance or to reject the Contractor's application **within the period of 30 days**, he shall be deemed to have issued the certificate on the last day of that period.

Upon provisional acceptance of the works, the Contractor shall dismantle and remove temporary structures as well as materials no longer required for use in connection with the performance of the contract.

He shall also remove any litter or obstruction and redress any change in the condition of the site as required by the contract.

The Contractor shall be responsible for making good any defect in, or damage to, any part of the works which may appear or occur during the defect liability period.

If any defect or great damage appears during the given period, the CM will notify the Contractor. If the Contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the Contracting Authority may carry out the works itself, or employ someone else to carry out the works, at the Contractor's risk and cost, in which case the costs incurred by the Contracting Authority shall be deducted from monies due to or from guarantees held against the Contractor or from both.



## *Final acceptance*

Upon the expiry of the defect liability period, the CA will issue to the Contractor a **Final Acceptance Certificate**.

Final acceptance certificate is issued upon verification of fulfilment of all the requirements for the period of correcting defects by the CA. This verification can be undertaken by a professional committee. Whereas the Final Acceptance Certificate is issued by the CA.

The final acceptance certificate is issued by the contracting authority **within 30 days upon expiration of the** defect liability period.

Works are not complete until the Final Acceptance Certificate is signed by the CA.

Not later than **90 days from the final acceptance certificate**, the contractor will submit to the contract manager a draft of the final statement of account with supporting documents showing in detail the value of the work done in accordance with the contract.

**Within 30 days** after receipt of the draft final statement of account and of all information reasonably required for its verification, the CM shall prepare the final statement of account

The withheld amount or guarantee will be paid or issued in **30 days** from the issuance of the final accounts.

## *Payment procedures*

Payments for supplies, services or works constitute a liability for the contracting authority which it incurs based on contract completion. Payment management is one of the most important procedures in contract administration.

- In the supply or service contracts an advance payment may be made after signing the contract
- With contracts for works, the advance payment is done upon notice of CA for commencement of works thus noting that the Contractor has hired the equipment and the personnel to begin fulfilling the contract.

Advance payment is stipulated with the regulation on financial management and it is paid to the contractor after a guarantee at the price estimated for the advance payment.

The contractor must make certain the guarantee is valid and binding until the advance payment is returned, but the amount of the advance payment must decrease progressively in the acceptance certificate (Payment Certificate).

Terms and procedures for payments must be set out in the Special Conditions of Contract or annexed to the contract with the payment schedule. Apart from the advance payment, all other payments are related to the acceptance of supplies, works or complete or partial services.

- Payments will be made at the Contractor's bank account based on the identification form for the bank account submitted prior to contract signing or in case of any changes in Contractor's bank accounts, then based on the identification of the bank account submitted during contract implementation.
- Finance department in charge of payments, must inform the CM of payments in order to include them in the proof of evidence for contract implementation.
- Payments for stage acceptance, temporary and final acceptance must be done only when contractual obligations are met and approved/received by the CA responsible officer (CM, acceptance committee, inspection/verification committees).
- Total amount of payment must not exceed the contract value, excluding cases when legal amendments occurred during the implementation and altered taxes and fees.

Date of issuing bills for stage (situation) payment, temporary and final acceptance must not be older than the certificate issued for relevant acceptance.

## 4.2. Disputes, amendments and contract termination

### 4.2.1. Settlement of disputes

During contract implementation, disputes concerning contract issues may arise between the CA and the Contractor. The settlement of disputes has two stages:

- Amicable (friendly) dispute settlement
- Dispute settlement by litigation

#### **Amicable dispute settlement:**

- Parties will employ all efforts for an amicable resolution of all disputes.
- Parties will notify each other in writing of their positions on the dispute and any solution which they consider possible.
- If any party deems it useful, the Parties shall meet and try and settle the dispute.
- The Party shall respond to a request for amicable settlement within 15 days of such a request.
- Maximum period to reach such resolution is 30 days upon the procedure.
- Should the attempt to reach an amicable settlement fail or if the Party fail to respond in time to requests for a settlement, both Parties are entitled to proceed to the next stage of the dispute resolution procedure by notifying one another.
- In the event the amicable resolution procedure **fails**, parties may agree to settle through an institution **specified in the STC**.
- If the resolution is not reached within **30 days from the resolution procedure**, parties will have the right to proceed to the next stage in the dispute resolution procedure.



## Settlement of Disputes by Court Proceedings

If the resolution is not reached within 30 days from the resolution procedure, parties will have the right to seek:

- court ruling or
- where the parties agree, an arbitration ruling in accordance with the STC.

Prior to contract signing, parties must decide on the method of dispute resolution, court or arbitration.

## 4.3. Contract amendment

Changes may be initiated by CM and the contractor at any time prior to issuing the Handover Certificate, through an instruction or request.

An amendment to a contract refers to a change in the terms and conditions of an awarded contract. Contract amendment is initiated by the CM. In case of contracts for works, when dealing with projects, prior approval of the planner is required.

The CM must prepare a detailed report in order to prove:

- Parameters do not match factual or executed parameters
- The supplies or works will minimize the security or adaptation of works, or
- Influence contrary to the requirements set out in the Guarantee for Contract Implementation.

If the changes/modifications in the contract implicate changes in the project, then for all the changes in the construction documentation, apart from those evidenced in AI MESP 06/2017, Article 25 paragraph 4, CA must seek the approval of the Planner (not necessarily the planner of the actual construction documentation) and notify the competent authority in accordance with AI MESP 06/2017, Article 25, paragraph 3 and 4 and AI MESP 05/2017, Article 4, paragraph 1.7.7. After obtaining the approval of the competent authority, CA may proceed with the amendment procedure.

Upon receiving the report from the CM and prior to the contract amendment, the following is necessary:

- CAO approval;
- Commitment of funds to amend the annex of the contract.

The Procurement office handles the respective procedures in accordance with the law on public procurement for contract amendment.

### 4.3.1. Contract termination

Term “**Contract termination**” refers to early termination of the contract between the Contracting Authority and the Contractor.

**Events and reasons to terminate a contract must be clearly set out in the terms of contract.**

Contracting authority may, after issuing a 14-day notice to the Contractor, terminate the contract in any of the cases set out in the general terms of contract.

- Termination will be enacted without prejudice to the rights or other capabilities of the contracting authority or the Contractor as per contract. The Contracting Authority may then sign a different contract with a third party for service provision
- The Contracting Authority, after issuing the notice of contract termination, will instruct the Contractor provider to undertake further steps to expedite closure of execution of services and minimize expenses.
- In case of termination, the Contracting Authority, will as soon as possible and in the presence of the Contractor and its representatives or by properly inviting them, prepare a report on provided services. A cash statement will also be prepared to be paid to the Contractor and the money the service provider owes to the Contracting Authority on the date of contract termination
- Should the contracting authority terminate the contract, it is entitled to receive the loss incurred under the contract terms from the Contractor.



Contractor, after having notified the contracting authority 14 days in advance, may terminate the contract.

In the event of termination, the Contracting Authority shall pay the Contractor for any loss or injury the Contractor may have suffered

## Actions prior to contract termination

Prior to contract termination, CM must send a notice to the Contractor and offer a deadline to correct and fulfil contractual obligations. The manager must send a preliminary termination notice whereby it will notify of contract termination unless the contractual obligations are met.

If after the deadline, the contractor fails to resolve the situation or to provide sufficient clarification, CM will submit a recommendation for termination to the procurement department.

The responsible procurement officer will send a notice of contract termination on behalf of the contracting authority.

Notice of termination must include the following information:

- Contract number and date of signature
- Date of entry into force of the contract termination
- Reasons for contract termination
- Complete and accurate proof serving as grounds for contract termination.

**No contract shall be terminated prior to obtaining the approval of the Procurement Department**

## Post termination actions

- After the termination, the Contracting Authority has the opportunity to terminate the contract or sign another one with a third party for the implementation / completion of the contract
- In case of termination by the Contracting Authority, the execution guarantee must be confiscated. If the damage exceeds the amount of the guarantee, the contracting authority reserves the right to undertake legal proceedings or other measures it deems necessary against the contractor
- After the termination, the CM must verify the value realized and the value to be paid to the contractor until the termination date.

## 4.4. Contract closing stage

### 4.4.1. Contract closing

Contract closing is an administrative procedure whose aim is to ascertain that both parties (contracting authority and the contractor) have fulfilled their contractual obligations and there are no obligations or other issues left unresolved.

During the contract closing procedure, the CM must:

- Check all goods have been delivered and received (supply contract), all works are complete and received (contract for works), all services are rendered, and results received (service contract)
- Check acceptance is in accordance with the contract (if supply contract) or the temporary progress report and the final contract execution report (service and work contract) are delivered and received
- Check all payments are made and if conditions are met to return the contractor's guarantee
- Check all issues during the contract realization is treated and ascertains there are no unresolved issues
- Ascertain all the rights including copyright and other intellectual and industrial property rights obtained during contract implementation are the property of the contracting authority
- Ascertain all assets the contracting authority gave to the contractor during contract implementation are returned in good condition. In the same context, he will also address the issue of equipment that was used by the contractor during contract implementation
- Check that all the material and documents such as maps, charts, drawings, specifications, plans, calculations, operation and maintenance manuals as well as any other document or material drafted or prepared by the contractor during the contract implementation are delivered to the contracting authority
- Ascertain all documents for contract implementation are evidenced, such as: contracting documents, contract implementation plans (activities, schedule, costs, risk management etc.), communication and reporting plans, correspondence, request for amendment, bills, payments, acceptance certificate
- Inform all stakeholders the contract has ended
- Ascertain that personnel, machinery, equipment, material and infrastructure of the Contracting Authority involved in the contract implementation are free from any engagement
- Issues the final certificate to the contractor
- Issues the guarantee or money withheld.

# CHAPTER III

## WORK CONTRACT MANAGEMENT

# 5. WORK CONTRACT MANAGEMENT

Since the Contracting Authorities (CA) implement even more complex projects which are mainly related to construction, we thus have outlined the description of Implementation Stages for such a project below:

## 5.1. General data

### 5.1.1. Project stages

Preparation	A	Evaluation	Identification of project rationale proposed based on expectation from the strategic plan and other main requirements of the beneficiary. Preparation of feasibility study and evaluation of options to allow CA to decide if they want to proceed.	1 Project rationale Funds allocation
	B	Design	Development of initial formulation of requests in the Design by or on behalf of the CA which confirms the requirements and main limitations. Identification of the procurement method, procedures, organizational structure and the list of advisors and others to be involved in the project.	
Project				2 Procurement strategy
	C	Conceptual Project	Acquisition of the Design and preparation of additional data. Preparation of the conceptual project including initial proposals for the structure system, infrastructure, technical specification and construction cost. Analysis of procurement method. Application for zoning permit.	3 Design and concept approval
	D	Key project	Preparation of the key project and technical specification, sufficient to coordinate components and project elements and the information on standards and construction safety.	4 Approving key project
Tender	E	Project specifications	Preparation of information with sufficient details to allow tendering. <b>Application for construction permit</b> Preparation of further information for the required construction based on the work contract	5 Contractor selection
	F	Construction documentation <sup>4</sup>	<b>Obtaining construction permit.</b> Preparation and/or coordination of TD with sufficient details to allow tendering and obtain bids for the project in question.	
	G	Bid evaluation	Identification and evaluation of potential contractor and/or project specialists. Obtain and evaluate tenders; submission of recommendations to CA.	
Construction	H	Contract award	Awarding work contract. Selecting contractor. Issuing contract award information. Appointing project manager. Site handover to the contractor.	6 Management and administration
	I	Construction	CM will manage the construction contract until the practical closure and resolves all project problems as they arise at the site.	
Occupancy	J	Occupancy	Construction contract management after practical closure and final inspection. Assistance to building occupants during defect responsibility period. Performance review during occupancy. PM duty ends.	7 Evaluation of benefits

<sup>4</sup>AI MESP No.06/207 Article 4

## 5.1.2. Contract documents priority schedule<sup>5</sup>

During contract implementation, in case of contradictions that may appear in two different contract documents, then confirmation on the document at the top of this list shall prevail:

- Contract agreement
- Special conditions of contract
- General conditions of contract
- Contractor's tender, including technical specifications
- Financial bid (Bill of Quantities)
- Minutes of the information/site visit meeting
- Any other provision in the tender dossier.

## 5.1.3. Types of constructions – projects for which a construction permit is issued

Types of construction and activities for which the construction permit is issued for<sup>6</sup>, are as follows:

- New construction (including ready-to-assemble)
- Reconstruction of existing objects
- Demolition of existing objects, and
- Repairing construction structure/building, if any essential change happens compared to the situation prior to the damage from natural disaster, wars or similar events.
- Interventions in facade and structure (repair) of an existing object.

A construction permit or occupancy certificate<sup>7</sup> is issued based on the following categories:

- Category I – low risk construction
- Category II – medium risk construction, and
- Category III – high risk construction and with national interest.

The competent authority for issuing the construction permit and occupancy certificate for the category I and II is the Municipality<sup>8</sup>.

The competent authority for the construction permit and occupancy certificate for the category III is the Ministry<sup>9</sup>.

Types of construction and activities that do not require the construction permits<sup>10</sup> are set out in AI MESP 08/2013 on constructions that do not require construction permit.

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<sup>5</sup>Article 3 of the Contract

<sup>6</sup>Law no.04/L-110 on construction.Article 14 and AI MESP No.6/2017 Article 14

<sup>7</sup>Law no.04/L-110 on construction.Article 15

<sup>8</sup>Types of construction category I and II where the Municipality is the competent authority are set out in AI MESP No. 04/2017 on Construction classification

<sup>9</sup>Types of construction category III where the Ministry is the competent authority are set out in Law No.04/L-110 on construction

<sup>10</sup>Law no.04/L-110 on construction.Article 16

## 5.2. Obligations of the contracting authority, contract manager and the contractor

### 5.2.1. Appointing the contract manager

The CM is appointed by the Chief Administration Officer (CAO). The Responsible Procurement Officer will inform the appointed person as Contract Manager<sup>11</sup>.

Where appropriate and where there is lack of personnel with the required education and knowledge, then the CAO may appoint as contract manager a member from another department.

A large value contract that is complex or part of a large project may be assigned to a **Contract Management Team** that will have the same responsibilities as the Contract Manager.

The contract may be managed by authority body or person external to the Contracting Authority, provided that the Requesting Unit supervises the external contract manager. Appointing the external body or person is done by using the appropriate procurement procedure for services.

Obligations and responsibilities for managing a work contract are transferred to the Contract Manager<sup>12</sup>.

### 5.2.2. Inception-mobilization

The CM together with the Contractor draft the Contract Management Plan, see annex I – Contract management plan, which is updated periodically.

### 5.2.3. Documents received by the CM from the CA – addressing lack of documentation

The CM must receive a copy of the contract, SCC, GCC, technical specification together with the textual part of the Construction Documentation, Financial Bid, Graphic Part of the Construction Documentation, construction permit and other approvals, Environment Permit, Execution Security, Site Safety, Other guarantees.

The CM must inform the responsible procurement officer (RPO) in writing of any missing documentation.

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<sup>11</sup>RrUOPP article 61.15; 61.16; 61.17; and 61.18

<sup>12</sup>RrUOPP article 61.19; 61.20

## 5.2.4. Submitting documents – documents to be submitted to the Contractor<sup>13</sup>

The Contracting Authority (CA) through the contract manager (CM) is obliged to submit to the contractor a copy of the contract, special conditions of contract (SCC), general conditions of contract (GCC), tender dossier (TD), technical specification together with the textual part of the documentation, financial bid, graphic part of the documentation, data on existing infrastructure, geo-mechanical report, topography recording, project assessments: environment impact assessment (EIA), fire safety (FS), energy efficiency (EE), health and safety at work (HSW)<sup>14</sup>, etc

## 5.2.5. Personnel – application and personnel approval<sup>15</sup>

The Contractor must employ key personnel and utilize equipment identified in his tender in order to complete the work or other personnel and equipment approved by the Contract Manager.

- The Contract Manager shall approve any proposed replacement of key personnel and equipment only if their qualifications, or characteristics are essentially equal or better than those proposed during the tender. The personnel to be hired by the Contractor must be approved by the CM.
- The personnel must be the same as submitted in the tender dossier (TD)<sup>16</sup>
- The contractor will submit for approval by CM any proposed replacement of key personnel

## 5.2.6. Performance security<sup>17</sup>

If the Contractor is approved extension to complete the work, his performance security must cover this period and be valid for 30 days after the issue of the Certificate of Provisional Acceptance.

## 5.2.7. Responsibility and contractor insurance<sup>18</sup>

The contractor must provide life insurance for the personnel and other persons, insurance from loss or damage to the works, materials, equipment, insurance of loss and damage to property etc.

This insurance will cover the period from the Commencement Order to the issuance of the Certificate of Provisional Acceptance for works which at the same time determines the commencement of the Defect Liability period.

Insurance value is set out in the SCC. If the contractor fails to provide this insurance, the contract is considered cancelled.

## 5.2.8. Repair cost<sup>19</sup>

Loss or damage to the works, facilities, materials, equipment will be covered by this insurance (aforementioned) and it is the responsibility of the Contractor.

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<sup>13</sup>Article 5 - General Conditions of Work Contract (B17 Tender dossier open procedure)

<sup>14</sup>HSW – Health and Safety at Work

<sup>15</sup>Article 9 - GTC of work (B17 Tender dossier open procedure)

<sup>16</sup>TD – Tender Dossier

<sup>17</sup>Article 10- GTC of work (B17 Tender dossier open procedure)

<sup>18</sup>Article 11- GTC of work (B17 Tender dossier open procedure)

<sup>19</sup>Article 16- GTC of work (B17 Tender dossier open procedure)

## 5.2.9. Program – dynamic plan <sup>20</sup>

The SCC stipulate when the contractor shall submit to the Contract Manager a program for approval I. SCC also define the time period to update the program. This means that if the CM seeks update, the contractor must provide it within a time period as set out in the SCC.

## 5.2.10. Construction site safety <sup>21</sup>

After obtaining the Commencement Letter, as of the date set out in the Letter, the construction site and the security of the construction site becomes the property of the contractor.

A regulated construction site is the one that meets special security requirements, access to public, private spaces and construction completion and which contains the documentation stipulates in the Law on construction and other laws.

The contractor secures the site<sup>22</sup>, while CM must make certain that the Contractor meets all the safety and health requirements<sup>23</sup>.

Special security requirements, Access to public, private spaces, and construction completion include:

- If the construction can pose risk to other people, the zone determined as dangerous must be isolated and visibly marked;
- The construction site is fenced, must be equipped with protection from falling objects and must be illuminated. Special care must be taken to maintain safety of pedestrians;
- If necessary, precaution should be taken for protection against noise, air and land protection, protection of underground waters from pollution;
- Should construction activities require access to public areas, the investor must submit a request for temporary use of the public area for the necessary duration and measures necessary for the implementation of construction;
- The site must contain the information board approved by the competent authority, which must be placed in a visible spot. This board must contain the information on the construction permit, details of participants, date and number of relevant documents. The board must be placed in front of the construction site;

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<sup>20</sup>Article 12-GTC of work (B17 Tender dossier open procedure)

<sup>21</sup>Article 13-GTC of work (B17 Tender dossier open procedure)

<sup>22</sup>RR MPMS Nr.06/2017

<sup>23</sup>Law No. 04/L-161 on Health and safety at work

## 5.2.1 I. CM actions on the existing infrastructure

The CM must undertake all the necessary actions to obtain information on the existing infrastructure. If this information is lacking, then CM for works contract must request this information from the relevant parties in writing.

### *Access to site<sup>24</sup>*

- Contractor must have access to the site. The site must not be occupied, either partially or completely.
- Granting access to the site must be done with an official document from the CM, with the Commencement Letter, which must be archived.
- If access is not granted, it will become a compensation matter for the Contractor.

## 5.3. Commencement and delays – works contract

### 5.3.1. Commencement of works <sup>25</sup>

The commencement of works will be determined and noted in the Contract Management Plan.

#### *Issuing Commencement Letter*

After agreeing on the start date, the CM will issue the Commencement letter<sup>26</sup>. It is worth mentioning that the issuance of this letter (Commencement Letter) is a key document in the work contract management process, a sample of which is presented in Annex 2.

The date stipulated in the commencement letter marks the official date to begin implementation of works in accordance with terms set out in the works contract. Working days are officially counted from this date and the work log. As of this moment, the site becomes the property and responsibility of the Contractor and he is responsible for the management, security and safety at the site. The contractor is liable for any damages, accidents etc. that occur at the construction site after the issuance of the commencement letter.

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<sup>24</sup>Article 6 - General Terms of Work Contract (B17 Tender dossier open procedure)

<sup>25</sup>Article 17-GTC of work (B17 Tender dossier open procedure)

<sup>26</sup>ROGPP, article 61.10 dhe 61.11

### 5.3.2. Extension of execution period <sup>27</sup>

In accordance with the contract, the Contractor may request extension of the execution period for any of the following reasons:

- CA fails to meet contractual obligations,
- Force majeure

Apart from these two reasons, the Contractor may request extension if he is late or will be late with works due to any of the following reasons:

- Extreme weather conditions
- Artificial or physical obstacles that could not have been foreseen by an experienced contractor;
- Amendments or Orders from the CA that influenced the completion date apart from those arising due to the contractor's negligence;
- Every suspension of works, for which the contractors is not liable

For all the days off and for which the contractor has justification, in accordance with aforementioned, and by attaching proof, the CA will allow extension. For the period where the contractor cannot provide evidence, the CA is entitled to reject an extension for the implementation of the works.

Regarding extreme weather conditions, the Contract Manager will check the construction diary. In the event of suspicion for lack of data on weather conditions regarding certain days, the Contract Manager may submit written request to the Weather Institute of Kosovo for official weather data for the days in question.

Concerning deadlines related to the request for extension of implementation period, the Contractor and the CA must act in accordance with Article 18, paragraph 18.2 and 18.3 of GTC (B17 Tender Dossier open procedure).

Should the contractor fail to complete the works within deadline stipulated in SCC and CMP, provisions of Article 19 of GCC and SCC (B17 Tender Dossier open procedure) on Liquidated damages shall apply.

Every request for extension must contain sufficient arguments and the CM must ascertain that it is necessary to have an extension in order to complete the works and avoid application of penalties.

#### *Impact on financial mechanisms and insurance*

Every extension or postponement of the works that affects the update of the validity of financial mechanisms (security of works, money retention, performance security etc.). The PM must submit a request to the Contractor to update these financial mechanisms when necessary.

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<sup>27</sup>Article 18-GTC of work (B17Tender dossier open procedure)

### 5.3.3. Location inspection request

The CM, as the representative of the owner of the construction permit, in writing notifies the competent authority of the commencement of works<sup>28</sup>.

For Category I and II construction projects, the competent authority for issuing construction permits and use certificates is the Municipality where the construction will take place.



The Ministry of Environment and Spatial Planning is the competent authority to issue construction permits for the construction classified in the Category III.

In cooperation with the contractor and the Head of the site, the CM must inform in writing the competent authority of the commencement of works (at least 7 days prior to commencement of the works).

The CM notifies in writing the competent authority for location inspection.

In case of failure to reply from the competent authority, the CM together with the Head of site and the construction stage engineer will prepare the protocol.

### 5.3.4. Documents the owner of the construction permit must keep at the site

In addition to the Work log, the following documents must be kept at the site <sup>29, 30</sup>:

1. The contract between the owner of the construction permit and the contractor
2. Construction permit and the construction documentation<sup>31</sup> and permits and environment reports on certain objects in accordance to the environment legislation
3. Main project document
4. Notice on commencement of works which has been sent to the competent authority
5. Documentation on tests and review of construction products and equipment
6. Proof of quality of construction products
7. The diary and construction log – example of completion in annex 5 and 6
8. Decision on appointing HS (head of site) and supervisory engineers for construction stages
9. Project amendments<sup>32</sup>

<sup>28</sup>AI MESP No.05/2017 Article 4

<sup>29</sup>UA MMPH Nr.05/2017 Article 4 paragraph 1.7

<sup>30</sup>UA MMPH Nr.06/2017 Article 18 paragraph 5.6

<sup>31</sup>AI MESP No.06/207 Article 4

<sup>32</sup>Law no.04/L on construction, article 26, UA MESP No.05/2017 Article 4, paragraph 1.7; UA MESP No.06/2017 Article 18 paragraph 5.7

## 5.4. Materials and crafts

### 5.4.1. Work register <sup>33</sup>

Work register or construction book<sup>34</sup>and construction diary<sup>35</sup>.The manner and terms to maintain the construction book and construction diary are set out in the administrative instruction of MESP No. 15/2013 on terms to maintain construction book and construction diary (AI MESP 15/2013).

Whether a register shall be kept during the implementation period this is set out in the SCC.

The construction diary will mark the previously set data: contractor, investor, building, place, schedule, temperature, number of workers, machinery available etc., daily activities at the site and comments/remarks <sup>36</sup>.

The work register is kept by the person appointed by the contractor or the Head of site.

When applying for personnel approval by the CM, it would be appropriate to appoint the person/responsible to keep this register as well as the person responsible for supervising the works.

The book and the diary are kept from the date set out in the work commencement order<sup>37</sup>. The diary is completed every calendar day until the issuance of the Certificate on Provisional Acceptance. Every page must be numbered. Days off such as: Sundays, national holidays, bad weather etc. must also be numbered along with the date and comments for the day off.

During the inspection of works by the CA representative, the construction diary must be signed by the responsible person appointed by the CA or the CM. The part for remarks is destined mainly for the “Supervisory authority”. The CM or the representative, whenever they visit the site for inspection, must check the construction log. On the day of visit, the CM signs the page of the construction log with the description of activities for that day. Next to the signature must be the date of visit when the page was visited. Previous pages from the current visit, are also signed by the CM thus marking the date when the site was visited and when the page was signed, but not the date stated in the page on the construction log. If the CM notes down any remark in the retroactive manner, at the end of the remark, next to the signature, he will write down the date of the remark and the signature for the retroactive remark.

The construction book is maintained by the responsible engineer<sup>38</sup>. The construction book notes down data on every position of the construction, evidencing the quality of material, equipment etc. that are in accordance with the construction terms, technical specifications, unique construction code<sup>39</sup> etc. If payments are closely related to amounts evidenced in the construction book, then the CM must certify the accuracy of such data, and if correct, then the CM must sign the construction book in the designated part.

<sup>33</sup>Neni20-KPK së Punës (B17 Dosja e tenderit procedure e hapur) dhe UA MMPH Nr.15/2013 Article20-GTC of work (B17 Tender dossier open procedure) and AI MESP No.15/2013

<sup>34</sup>AI MESP No.15/2013 Article 2 paragraph 1

<sup>35</sup>AI MESP No.15/2013 Article 2 paragraph 2

<sup>36</sup>AI MESP No.15/2013 Article 4

<sup>37</sup>AI MESP No.15/2013 Article 5

<sup>38</sup>AI MESP No.15/2013 Article 3

<sup>39</sup>Unique Construction Code as per Law No.04/L-110 on Construction

### 5.4.2. Origin and quality of works and materials <sup>40</sup>

All the works including construction material, equipment and method of work must follow the technical specifications and other documents of the contract and applicable laws <sup>41</sup>

#### *Procedures for approval of materials, equipment and method of work*

All materials, equipment and manner of work (methodology of work) must be subject to an approval process.

- The contractor will submit to the CM the request for approval of material, equipment or works. For the material, equipment and method of work, the contractor must fill in a form agreed on the principle “one form, one material”. The Contractor provides a summary of every application of material approval form.
- Every request of the contractor must be archived.
- The CM’s approval of material does not release the Contractor from the responsibilities of the contract, technical specifications and other supporting documents.

### 5.4.3. Subcontracting <sup>42</sup>

The EO may have subcontractors, but only if declared in the tender whereby specifying the activities to be completed by the subcontractor. Subcontracting must not exceed 40% of the total value of the contract.

Contracting Authorities may secure, where they deem necessary, direct payments for subcontractors. The economic operator, awarded with the contract, holds responsibility for contract implementation in accordance with the contract regardless if a portion is subcontracted to third parties. The economic operator must notify the contracting authority of any change in subcontracting plans that appear after tender submission. The contracting authority may reject any proposed subcontractor, should the same fail to fulfill compliance criteria.

### 5.4.4. Inspection and testing – control and quality assurance <sup>43</sup>

After the procedure of the approval of the material, equipment or work methodology, the CM must ensure that the approved material is used, that the approved equipment is installed and are functional and in accordance with the approved work method

#### *Site visits*

Site visits must be documented with the visit report.

Contract manager and/or any member of the CM’s team may draft the site visit report.

<sup>40</sup>Article 21-GTC of work (B17 Tender dossier open procedure)

<sup>41</sup>Law no. 06/L-033 on construction products

<sup>42</sup>ROGPP, article 18.1

<sup>43</sup>Article 22-GTC of work (B17 Tender dossier open procedure)

## *Contractor instructions*

Based on the site visit report, the CM is the only authorized person to issue instructions for the construction site to the contractor.

Instructions are based on contract documents following the priority classification.

### **5.4.5. Inspection supervision**

#### *Request for program inspections of the competent authority<sup>44</sup>*

The contract manager on behalf of the CA and owner of construction permit submits the request for inspection to the competent authority

The request is made for the following types of inspections by the competent authority<sup>45</sup>:

- Request for inspection of construction works under ground level
- Request for inspection of structure elements above ground level
- Request for inspection of installations and equipment
- Request for inspection of fire safety
- Request for inspection of construction works to cultural heritage objects

If any of the inspection requests is not stipulated for the category of the project, then the request is not submitted for that stage.

#### *Inspections of the competent authority<sup>46</sup>*

The competent authority inspects using a check list. The CM must be present during the inspection and make certain that the HS is present during the inspection of the competent authority.

#### *Procedures when the Competent Authority does not reply to the inspection request<sup>47</sup>*

If the competent authority does not respond to the inspection request, then the CM on behalf of the CA and the owner of the construction permit together with Head of Site and Stage Engineer will prepare the protocol for completion of this construction stage.

## **5.5. Payments<sup>48</sup>**

### **5.5.1. Bill of quantities<sup>49</sup>**

Bill of Quantities is an integral part of the technical documentation and as such becomes integral part of the contract.

Bill of Quantities describe material quantity expressed in respective units (m', m2, m3, kg, t, piece, lump sum etc.) and the price of works for each unit and in total. Proof of payment is made based on the Bill of Quantities.

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<sup>44</sup>AI MESP No.05/2017 Article 7

<sup>45</sup>Inspection requests for Category II

<sup>46</sup>AI MESP No.05/2017 Article 8

<sup>47</sup>AI MESP No.05/2017 Article 10

<sup>48</sup>Article 24-GTC of work (B17 Tender dossier open procedure)

<sup>49</sup>Article 25-GTC of work (B17 Tender dossier open procedure)

## 5.5.2. Contractor statement for completed works and payment certificate

If the CWS<sup>50</sup> follows CM findings, or to the team reports or external advisors, then CM drafts the certificate of Completed Works Statement and sends it to the CA together with the Proof of Payment.

CWS must be signed by the CM and the Contractor's representative. Proof of payment is signed by the CM

## 5.5.3. Proof of payment<sup>51</sup>

Proof of payment is drafted by the CM. It is made based on completed works at the site until the moment of the proof of payment. In order to prove the volume of works, the CM will visit the site and get a clear idea of all completed works. CM must request other members to visit the site and verify the accuracy of the Contractors' statement.

Proof of payment is signed by the CM.

Date of issuing the bills for stage (situation) payment, provisional and final acceptance must not be older than the certificate issued for respective acceptance.

## 5.6. Admission and responsibility over defects

### 5.6.1. Works and completion test

#### *Request for inspection of final works*

The CM acts the same as with other requests for the program inspections<sup>52</sup>.

#### *Completion test – inspection and tests<sup>53</sup>*

The contractor is obliged to conduct all tests required by the regulation and the technical specification at their own expense.

The contractor must keep log of reports and protocols of tests and report to the CM via a copy of a report and test protocol.

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<sup>50</sup>CWS – Completed Works Statement

<sup>51</sup>Article 28-GTC of work (B17Tender dossier open procedure)

<sup>52</sup>AI MESP No.05/2017 Article 6 paragraph 3.5

<sup>53</sup>Article 32-GTC of work (B17Tender dossier open procedure)

Several completion tests are evidenced in the following:

- Review and testing of equipment for air ventilation and air conditioning
- Review of installation and air flow through branches, aerostat and grills
- Review of heating network installation
- Review of water supply, warm water, running water, and fire protection network
- Sewage hydraulic test
- Cable test
- Fire alarm system test
- Video surveillance test
- Access control test
- Public announcement system
- Grounding, measurement protocol and attestation

### 5.6.2. Provisional acceptance<sup>54</sup>

Provisional Acceptance of works is undertaken by the Contracting Authority. Provisional acceptance is undertaken along with the inspection of final works by the competent authority and prior to beginning the application for the issuance of the occupancy certificate.

Provisional acceptance is the responsibility of the Contracting Authority after the final tests and after all obligations and works are completed in accordance with the work contract and technical specification.

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<sup>54</sup>Article 33-GTC of Work (B17 Tender Dossier open procedure)

Documents which must be submitted by the contractor to the CM, together with the request for Provisional acceptance are similar to documents to be submitted for occupancy certificate, but the following must be added:

- Minutes of all meetings
- Administrative instructions
- Material, equipment and approved method of work
- Maintenance and operation manuals
- Equipment warranty and transfer of warranty
- Minutes of worker training for the maintenance and operation of equipment
- Work chart
- CM correspondence
- Bank guarantee for advance payment
- Bank guarantee for work security
- Work commencement letter
- Performance security
- Payment statements and proof of payment
- Variations
- Completion tests
- Construction book and diary
- If modifications took place during construction, “Completed Construction Project” specifying modifications must be submitted
- Progress reports and other reports
- List of defects
- Environment management plan
- Quality control plan
- Pictures of the object during work implementation.

## **Issuance of the Certificate on Provisional acceptance by the contracting authority**

If all obligations are met and all the works have been completed in accordance with the contract, the CA must issue the certificate of Provisional Acceptance.

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<sup>55</sup> UA MESP No.06/2017 Article 9 paragraph 1, 2 and 3

### 5.6.3. Occupancy certificate

#### The application for the occupancy certificate – necessary documentation

The Contracting Authority and the Owner of the Construction Permit, through his representative – Contract Manager, will apply for the occupancy certificate<sup>56</sup>.

The CM and the CA must undertake all actions to apply and obtain the occupancy certificate.

After the approval of the final inspection by the competent authority, in 15 days upon said inspection, the CM as the representative of the Contracting authority and the representative of the owner of the construction permit must initiate the request and apply to the competent authority for the occupancy certificate by submitting the following documents<sup>58</sup>:

- 1. The geodetic inspection of the building and the external surroundings – situation with the regulation line and the construction line placed in the coordinate system as per Kosovar 01. (must be in accordance with legal cadastral requirements)
- 2. If payments are made in installments, proof of all the payments should be submitted (if applied for institutional buildings)
- 3. Specification of the building's address
- 4. Approved protocol for all construction stages
- 5. Tests of material and test results.
- 6. If modifications took place during the construction, the "Completed Construction Project" must be submitted with the specifics of the modification<sup>59</sup>.

#### Issuing the occupancy certificate by the competent authority

For all construction objects that require the construction permit, the occupancy certificate is obtained prior to using the object.

Competent authority issues the occupancy certificate.

If requirements by law are met<sup>60</sup>, the competent authority issues the occupancy certificate<sup>61</sup>.

The procedure set out in AI MESP No.05/2017 Article 24 paragraph 1 and 2 is applied for the buildings whose construction permit was issued prior to entry into force of the Law No.04/L-110 on construction and AI MESP No.18/2013.

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<sup>56</sup>AI MESP No.05/2017 Article 11

<sup>57</sup>AI MESP No.05/2017 Article 11 paragraph 1

<sup>58</sup>Law no.04/L-110 on construction Article 28 and AI MESP No.05/2017 Article 11 paragraph 2

<sup>59</sup>AI MESP No.06/2017 Article 9 paragraph 1, 2 and 3

<sup>60</sup>Law 04 L-110 on construction Article 27 paragraph 2

<sup>61</sup>AI MESP No.05/2017 Article 12

### 5.6.4. Defects liability<sup>62</sup>

The defects liability period commences on the date of provisional acceptance with a duration until the date set on the SCC. If the duration of the defect liability period is not specified, it shall be 365 days.

In order to safeguard this period, the financial instrument of Money Retention is applied.

The amount to be withheld from every payment is set out in SCC. If the contractor provides the acceptable guarantee, the said amount is not withheld.

If the contractor does not respond to the written request from the CM to correct the defect, the CM through the CA may hire another company to correct the defect at the contractor's expense.

### 5.6.5. Final acceptance<sup>63</sup>

The final reception is received after the defect responsibility period has expired and after the defects are corrected.

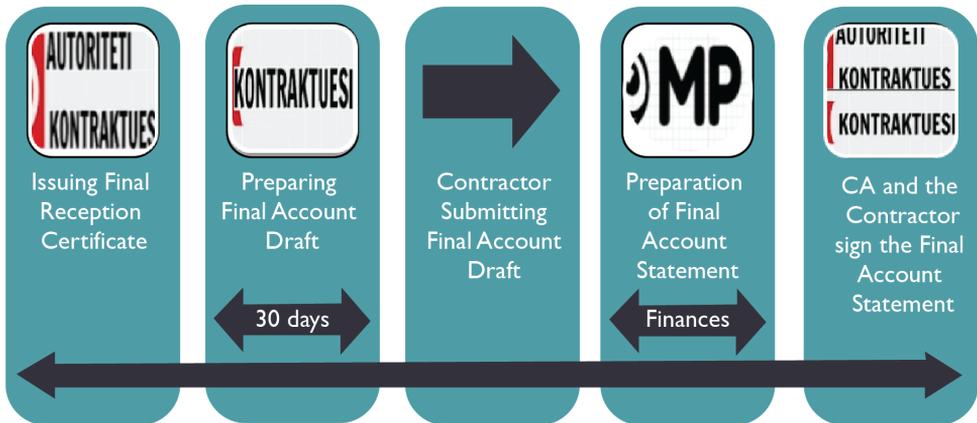
## ISSUING THE FINAL ACCEPTANCE CERTIFICATE

The final acceptance occurs upon issuance of the final acceptance certificate.

This certificate is issued by the CA and signed by the CM within 30 days after the period of defect responsibility has elapsed or after the defects are corrected in accordance to Article 34 of GCC.

### 5.6.6. Final calculation<sup>64</sup>

The CM must prepare the Final Calculation based on all the Proof of Payment and this calculation represents the amount, as per the CM's opinion, to be paid to the Contractor.



<sup>62</sup>Article 34-GTC of work (B17Tender dossier open procedure)

<sup>63</sup>Article 35-GTC of work (B17Tender dossier open procedure)

<sup>64</sup>Article 29-GTC of work (B17Tender dossier open procedure)

## 6. ANNEXES

### 6.1. Annex I: Example to fill the contract management plan

Insert logo and name of contracting authority

## CONTRACT MANAGEMENT PLAN

Pursuant to Article 81.2 of the Law on Public Procurement No. 04/L-042, as amended with the Law no. 04/L-237, law no. 05/L-068 and law No. 05/L-92

CMP Preparation date <sup>65</sup> : 23.03.2019

Prepared by: Name and surname

<b>Procurement number</b>	12000-19-653-511	
<b>Title of contract</b>	Construction of wastewater treatment facility	
<b>Work/supply</b>	<b>Budget year</b>	<b>Name and surname of Responsible Procurement Officer</b>
2019&2020	2019&2020	Name and surname

Events/Contract results	IMPLEMENTATION DETAILS <i>[Deadlines, Quantities/Amounts]</i>
<b>I. Commencement/Contract Mobilization</b>	
Notice of commencement of works	21.03.2019 Contract value 25
Deadline	15.07.2020
Receipt of performance guarantee and release of tender securities	21.03.2019 Value of guarantee – 25,314.00 € Validity - 15.08.2020
Receipt of advance payment guarantee	not applicable
Advance payment	f not applicable
Works: first instalment	17.5.2019 value of works 50,000.00 €
Amount of liquidated damages including the limitation of the liquidated damages	0.25 % up to 10 % of the total contract value Max 253,140.00 €
Defect responsibility period	12 months upon issuance of Provisional certificate
<b>II. Contract progress</b>	

Section “Implementation Details” must be completed and parties should agree prior to initiating contract implementation. CMP must be updated during contract implementation. Insert Not Applicable for those that are irrelevant.

This part of the contract plan must be updated periodically

<sup>65</sup>Contract management plan is a live document which is updated based on supervision of works, services or goods in accordance with the terms set out in the original contract. Contract management plan is open for monitoring by PPRC during contract implementation and all other audits conducted by state authorities. CMP must be used together with approved regulations on contract activity management set out by the PPRC.

Works: second installation	17.072019 <i>Value of completed works 50,000.00 €</i>
Works: third installation	17.09.2019 <i>Value of completed works 50,000.00 €</i>
Works: fourth installation	17.04.2019 <i>Value of completed works 50,000.00 €</i>
Works: final installation	15.08.2020 <i>Value of completed works 53,140.00 €</i>
Regular Talks	<i>Every week, on Mondays during works</i>
Inspection of workshops, material and production premises	<i>Supplies and works will be inspected at all times and checks will be made for any remarks to correct and remove on time.</i>
Temporary Payments or in stages	The Contracting Authority will pay the contractor the contracted value in 4 situations-stages with minimum value at 50,000.00 € for the completed works and ascertained by contract manager.  <i>Final temporary payment at the value of 53,140.00 € will be paid maximum 30 days after the approval of the report for works completion and Provisional certificate</i>
Reduction of advance guarantee	<i>Not applicable</i>
<b>III. Contract Completion</b>	
Works: Completion of Works	30.06.2020  <i>the Contractor shall submit Final report on completed works Submission of documentation Maintenance manual Equipment operation manual Technical guarantee</i>
Acceptance/handover	<i>15-07.2020 certificate on Provisional Acceptance</i>
Final payment	<i>15-08.2020 value 53,140.00 €</i>
Retention of Funds	<i>Bank guarantee in the amount of 25,314.00 has been submitted</i>
Expiry of warranty/liability period	15.07.2021
Release of guarantee	<i>15.07.2021 after the issuance of Final Acceptance Certificate</i>

Number of stages (periods) for payment depends on the type of contract.

Finalization of Contract Management Plan <sup>66</sup>:  
On behalf of the Contracting Authority

Signature: \_\_\_\_\_ Name and surname \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Manager**

**On behalf of the Contractor**

Signature: \_\_\_\_\_ Name and surname \_\_\_\_\_

Position: \_\_\_\_\_ Date: \_\_\_\_\_

**Project Manager**

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<sup>66</sup>To be signed by the Project Managers

## 6.2. Annex 2: Letter of commencement notice

Contracting Authority “Our Municipality”

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To:  
Contractor  
Contractors Street no.45  
10000 Pristina,  
Republic of Kosovo  
Tel.:0123456789  
Email: [info@punekryesi.com](mailto:info@punekryesi.com)

Copy to:  
Contracting Authority “Our Municipality”  
Street Our Municipality  
10000 Our Municipality  
Republic of Kosovo  
tel.: 9876543210  
fax.:9776543211  
Email: [autoriteti.kontraktues@rks-gov.net](mailto:autoriteti.kontraktues@rks-gov.net)

25 February 2019

To: Mr. Name Surname, Director  
Project title: 000-19-12-5-2-1 Restauration of the School in our Municipality

### Letter of Commencement

This letter is issued in accordance with the Rules and Operational Guidelines on Public Procurement A01 article 61.10/a.

We hereby inform the Contractor on the date of commencement of the works. The works shall commence on 4 March 2019.

Sincerely,

Name Surname

A copy of this letter is sent to the Responsible Procurement Officer in accordance with ROGPP, A01 article 61.11, and it becomes an integral part of the contract

### 6.3. Annex 3: Letter of notification, in case of service contract

Contracting Authority “Our Municipality”

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To: Service Provider

Contractor’s Street no..45

10000 Pristina,

Republic of Kosovo

Tel.:0123456789

Email: [info@punekryesi.com](mailto:info@punekryesi.com)

25 February 2019

To: Mr. Name Surname, Director

Project title: 000-19-12-2-2-1 Cleaning Services for Elena Gjika School

Letter of Notification

We hereby inform you to commence services in accordance with the contract “Cleaning services for Elena Gjika School”, number 000-19-12-2-2-1” of \_\_\_\_\_20\_\_\_\_\_, on \_\_\_\_\_20\_\_\_\_.

Date of completion of all SERVICES \_\_\_\_\_, 20\_\_\_\_.

This letter is issued in accordance with the Rules and Operational Guidelines on Public Procurement A01 article 61.10/a.

Sincerely,

Name Surname

A copy of this letter is sent to the Responsible Procurement Officer in accordance with ROGPP A01 article 61.11, and it becomes an integral part of the contract

## 6.4. Annex 4: Purchase order, in case of supply contract

### PURCHASE ORDER

p.o. # 10000

Date: 01.02.2019

To: Economic Operator: XX

Street, Address Mati 1

City, Region, Postal Code Pristina ,10000

Telephone 038XXXXXX Fax 038XXXXXX

[e-mail] [xxxx@YYY.COM](mailto:xxxx@YYY.COM)

From: Contracting Authority: \_\_\_\_\_

Street, Address Dardania 1

City, Region, Postal Code Pristina ,10000

Telephone 038XXXXXX Fax 038XXXXXX

[e-mail] [xxxx@YYY.COM](mailto:xxxx@YYY.COM)

Subject Office Supply

Dear Sir/Madam,

In accordance with contract terms, the Contracting Authority hereby requests the following supplies:

Item #	Description	Quantity	Price per unit with VAT	Total
1	White folder	1000	0.11 €	110.00 €
2	Notebook with spiral A4	500	0.60 €	300.00 €
3	Permanent markers of different colors	200	0.30 €	60.00 €
4	Carton folder	500	0.28 €	140.00 €
5	Register A4 10-15 cm	200	0.21 €	42.00 €
6	Pencil PVC	500	0.10 €	50.00 €
GRAND TOTAL €				702.00€

Thank you for your cooperation.

Contract Manager Name Surname



## 6.6. Annex 6: Construction book

### Annex 6: Construction book

Site: ..... OUR SCHOOL..... Sector: ..... / ..... Building: ..... 19-S112-01.....  
 (mark or number) (number) (number)

#### CONSTRUCTION BOOK CALCULATION SHEET

Page number: ..... 29.....

<b>Type of work:</b> ..... Laying concrete on boiler room foundation..... PosTH001, PosPosTH002, PosPosTH003, PosPosTH004, PosPosTH005, PosPosTH006, PosPosTH007		<b>Norm code:</b> ..... <b>Code:</b> ..... / .....	<b>Planned calc.</b> No..... / .....	<b>Pos. pre-estimate</b> No..... A.2.7 .....
<b>Price per unit € (EUR)</b> ..... 75,00 .....		<b>Measuring unit</b> ..... m <sup>3</sup> .....		
<b>A</b>	<b>B</b>	<b>A+B</b>	<b>Monthly</b>	<b>Total</b>
Mars 2019 Foundation PosTH001 12.0x0.5x0.4=2.40 Foundation PosTH002 12.0x0.5x0.4=2.40 Foundation PosTH003 9.5x0.5x0.4=1.90 Foundation PosTH004 9.5x0.5x0.4-(3x0.5)x0.5x0.4=1.60 Foundation PosTH005 4.0x0.5x0.4=0.80 Foundation PosTH006 9.5x0.5x0.4-(3x0.5)x0.5x0.4=1.60 Foundation PosTH007 4.0x0.5x0.4=0.80 Total: 11.50				
Total for March 2019 11.50 For transfer:			11.50	11.50

Contractor:

5/IV/19 Shef Shefeti  
 (date and signature)

Supervisory Body:

9/IV/19 Mbi Kqyrësi  
 (date and signature)

Photo credit:

Helloquence ([www.unsplash.com](http://www.unsplash.com))

John Schnobrich ([www.unsplash.com](http://www.unsplash.com))

Lindsay Henwood ([www.unsplash.com](http://www.unsplash.com))

Mari Helin ([www.unsplash.com](http://www.unsplash.com))

Plush Design Studio ([www.unsplash.com](http://www.unsplash.com))

Samuel Zeller ([www.unsplash.com](http://www.unsplash.com))

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FRAMEWORK  
WORKS SUPPLY SERVICE AMENDMENTS BUDGET  
CONTRACTING INSPECTION  
IMPLEMENTATION  
CONTRACT QUALITY PLAN  
PROCESS CYCLE AUTHORITY  
MODIFICATIONS PROJECT CONTROL