



Republika e Kosovës

Republika Kosova-Republic of Kosovo

Komuna e Prishtinës  
Pristina Obstina-Municipality of Pristina



CONTRACT, CONDITIONS & RELATED ANNEXES

**CONTRACT SECTION I:**

**Prishtina Municipality**

Adress: str.UÇK-2-10000, Prishtina, Kosovë  
(Hereinafter called "the Contracting Authority"), of the one part;

And

**Consortium of Kengo Kuma and Associates & OUD+Architects;**

(Hereinafter called "the Service Provider" or 'the Architect'), of the other part, have agreed to conclude a public framework contract for the following Services:

**Title:**

**Composition of the detailed project for the multicultural center "Gërmia" in Pristina**

<b><u>Procurement no.:</u></b>	<b>616</b>	<b>23</b>	<b>3774</b>	<b>215</b>
<b><u>Procurement no.:</u></b>	<b>616</b>	<b>23</b>	<b>085</b>	<b>215</b>

**Article 1- Subject**

- 1.1. The subject of this public framework contract is completion of the services listed in the Annex by the Service Provide.
- 1.2. The location is in Municipality of Prishtina.
- 1.3. The deadline for the final realization of the project is two hundred and forty days (240) calendar days, respectively eight (8) months after the signing of the contract (after the first and other instalments are received in order as described in article 3).

**Article 2- Completion time**

- 2.1. The deadline for the final realization of the project is two hundred and forty days (240) calendar days, respectively eight (8) months after the signing of the contract.

**Article 3- Price**

The estimated value of the contract according to the co-financing agreement between the Municipality of Pristina and the Ministry of Culture is 1,650,000.00 Euro.  
During the negotiation with EO, it was agreed that the price should be reduced from 1650000.00 euros to 1600000.00 euros.

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As for the division of situations and payments, the following will be done:

- The first payment (I) will be made within fifteen (15) calendar days after signing the contract - advance according to the budget law at the height of fifteen percent (15%). The work by the Service Provider will commence only after the funds are received by the Economic Operator.

EO must pay the advance insurance - 15% of the amount within 9 months.

- The second payment (II) is made after the delivery of the schematic project (the schematic project should be delivered within 90 calendar days) within thirty calendar days, it is the amount of thirty-five percent (35%) of the payment from the Municipality of Pristina related to the project or systematic design. In this case, fifty percent (50%) of the payment is completed, which also means the full realization of the obligations of the Municipality of Pristina according to the co-financing agreement with the Ministry of Culture. The drafting of the detailed project will commence only after the second payment is received in the Service Providers bank account.

- The third (III) and last part will be realized after the delivery of the project or the main detailed design in the amount of fifty percent (50%) payment. This payment will be made by the Ministry of Culture within thirty (30) days after the delivery of the project. Otherwise, the deadline for the final realization of the project is two hundred and forty days (240) calendar days, respectively eight (8) months after the signing of the contract, this is if the following is respected: the calculation of the work days will commence once the first instalments (15%) is received in the Economic Operators bank account; The schematic design will be delivered within 90 working days. The main project phase will commence once the Economic Operator receives the second instalment (35%) and a written confirmation by the Contracting Authorities that the "main project" phase may begin. The main project will be delivered within 150 working days from the above-mentioned confirmation

If the payments are not made on the above indicated period, the Architect shall have the right to suspend the works until the payment is made. Any other legal remedy is also reserved by the Architect.

### **Article 4- Order of precedence of contract documents**

4.1. The contract is made up of the following documents:

- (a) This Public Framework Contract;
- (b) Special Conditions of Contract;
- (c) General Conditions of Contract;
- (d) Annex I- List of products to be delivered by the economic operator/consortium contracted (Products which are subject to the Tender Dossier)
- (e) Design Brief for the Multi-Cultural Center. We are attaching a suggested list of deliverables to this document.

4.2. The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, Annexes showing the Services shall prevail.

### **Article 5- Communications**

5.1 Any written communication relating to this Contract between the Contracting Authority, on the one hand, and the Service Provider on the other must state the Contract title and identification number and must be done in writing. Communications shall be sent by post, cable, telex, fax transmission, mail or delivered by hand.


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5.2 If the sender of a communication requires acknowledgement of receipt, this shall be indicated in the communication. Whenever there is a deadline for the receipt of a written communication, the sender should ask for an acknowledgement of receipt of his communication. In any event, the sender shall take all necessary measures to ensure receipt of his communication.


5.3 Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

5.4 This contract is done in [English] in three originals, two originals being for the Contracting Authority and one original being for the Service Provider.


### For the Contracting Authority

<b>Name:</b>	<u>Visar Shehu</u>
<b>Position:</b>	Procurement Officer- Responsible,
<b>Signature:</b>	
<b>Date:</b>	15 05 2023
<b>Stamp:</b>	



<b>Name:</b>	<u>Perparim Rama</u>
<b>Position:</b>	Mayor, Municipality of Prishtina
<b>Signature:</b>	
<b>Date:</b>	
<b>Stamp:</b>	

### For the Service Provider

<b>Name:</b>	<u>Bekim Ramku</u>
<b>Position:</b>	Director / Legal representative OUD+Architects, Prishtina, Kosovo Kengo Kuma and Associates <del>Tokir...</del>
<b>Signature:</b>	
<b>Date:</b>	15.05.2023
<b>Stamp:</b>	



## Composition of the detailed project for the multicultural center "Gërmia" in Pristina

### CONTRACT SECTION II

### GENERAL CONDITION

#### Article 1- Definitions

1.1 "Contract" means the agreement entered into between the Contracting Authority and the Service Provider, as recorded in the Contract Form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 "Services" means the services to be performed by the Service Provider pursuant to Annex showing the services.

1.3 "Service Provider" is the Architect, appointed in the contract form, which is party to the contract and obligated to perform the tasks according to the agreement, and which for the performed tasks shall obtain the amount agreed in the contract form.

1.4 "Personnel" means persons engaged by the Service Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof.

1.5 "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.

1.6 "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Service Provider.

1.7 "Party" means the Contracting Authority or the Service Provider, as the case may be, and "Parties" means both of them.

1.8 "Contracting Authority" means the authority purchasing the Services, as specified in the Contract.

1.9 "GCC" means General Conditions of Contract.

1.10 "SCC" means Special Conditions of Contract.

#### Article 2- Law applicable and language

2.1 The SCC shall specify the law governing all matters not covered by the contract.

2.2 The contract and all written communications between the parties will be drafted in the language specified in the SCC.

#### Article 3- Assignment

3.1 An assignment shall be valid only, if it is a written agreement by which the Service Provider transfers his contract or part thereof to a third party.

3.2 The Service Provider may not, without the prior written consent of the Contracting Authority, assign the contract or any part thereof, or any benefit or interest there under, except in the following cases:

a) a charge, in favour of the Service Provider's bankers, of any amount due or to become due under the contract;  
or

b) the assignment to the Service Provider's insurers of the Service Provider's right to obtain relief against any other person liable in cases where the insurers have discharged the Service Provider's loss or liability.

3.3 For the purpose of Article 3.2, the approval of an assignment by the Contracting Authority shall not relieve the Service Provider of his obligations for the part of the contract already performed or the part not assigned.

3.4 Assignees must satisfy the eligibility criteria applicable for the award of the contract except in cases where assignments are done to a bank or an insurance company or other financing institution.

#### Article 4- Subcontracting

4.1 A subcontract shall be valid only if it is a written agreement by which the Service Provider entrusts performance of

## **Composition of the detailed project for the multicultural center "Gërmia" in Pristina**

a part of his contract to a third party.

4.2 The elements of the contract to be subcontracted and the identity of the subcontractors shall be notified to the Contracting authority upon the tender submission. In case of change of subcontractors during the implementation of the contract, the Contractor shall notify in writing to the Contracting Authority. The contracting authority shall notify the Contractor of its decision within 30 days of receiving the notification, stating its reasons if authorization is withheld. The Contractor shall not subcontract without the written authorization of the Contracting Authority. All the proposed subcontractors must meet eligibility requirements.

4.3 The Contracting Authority recognises no contractual link between itself and the subcontractors; however it may vouch, where deemed necessary, for direct payments to subcontractors.

4.4 The Service Provider shall be responsible for the acts, defaults and negligence of his subcontractors and their agents or employees, as if they were the acts, defaults or negligence of the Service Provider, his agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractors shall not relieve the Service Provider, of any of his obligations under the contract

### **Article 5- Taxes and Duties**

5.1 The Service Provider is responsible for all taxes and customs duties in accordance with the Law of the Republic of Kosovo.

5.2 All taxes and other customs duties are considered to be included in the contracted price.

5.3 The Project Manager will harmonize the contracted price if he finds that there is an increase in taxes and customs duties within the date of 28 days before the submission of the tender and the last date of the certification of the execution of the services.

5.4 The Project Manager will not allow the change of the contracted price due to the increase of taxes and/or the increase of customs duties if this happened during the time that the Service Provider was in delay

### **Article 6- Commencement and Completion of services**

6.1 The Service provider shall commence the services as soon as is reasonably possible after the receipt of the order with due expedition and without delay.

6.2 The Service Provider shall complete the services within the time limit specified in Article 2 of the Contract Form. If the Service Provider does not complete the services within the time limit, it shall be liable to pay liquidated damage only if such delay is caused by the reasons or omissions solely attributable to the Architect. In this case, the Completion Date will be the date of completion of all services.

### **Article 7- Extension of period of completion**

7.1 The Service Provider shall be granted an extension to the period of execution if his performance of the contract is delayed, or expected to be delayed, for any of the following reasons:

- a) failure of the Contracting Authority to fulfil its obligations under the contract or any 3<sup>rd</sup> party;
- b) force majeure as defined in Article 8.

### **Article 8- Force majeure**

8.1. Neither party shall be considered to be in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of notification of the award or the date when the contract becomes effective.

8.2. The term "force majeure", as used herein shall mean acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, political disturbances, coup d'etat, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either party and which by the exercise of due diligence neither party is able to overcome.

8.3. A party affected by an event of force majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.

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8.4. The Service Provider shall not be liable for liquidated damages or termination for default if its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. The Contracting Authority shall similarly not be liable to payment of interest on delayed payments, for non-performance or for termination for default if the Contracting Authority's delay or other failure to perform its obligations is the result of force majeure. For the avoidance of doubt, the Contracting Authority shall stay liable for its payment obligation for the services performed.

8.5. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other party immediately giving details of the nature, the probable duration and likely effect of the circumstances. The Parties shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations which are not prevented by the force majeure event.

### Article 9- Termination of the Contract by the Contracting Authority

9.1 The Contracting Authority may, after giving the Service Provider 14 days' notice, terminate the contract in any of the following cases:

- (a) the Service Provider fails to comply within a reasonable time with the notice given by the Contracting Authority requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;
- (b) the Service Provider assigns the contract or sub-contracts without the authorization of the Contracting Authority;
- (c) the Service Provider becomes bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (d) the Service Provider has been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- (e) the Service Provider has been guilty of grave professional misconduct proven by any means which the Contracting Authority can justify;
- (f) the Service Provider has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization;
- (g) any organisational modification occurs involving a change in the legal personality, nature or control of the Service Provider, unless such modification is recorded in an addendum to the contract;
- (h) any other legal disability hindering performance of the contract occurs;

9.2 Termination shall be without prejudice to any other rights or powers of the Contracting Authority and the Service Provider under the contract. The Contracting Authority may, thereafter, conclude any other contract with a third party on behalf of the Service Provider.

9.3 The Contracting Authority shall, upon the issue of the notice of termination of the contract, instruct the Service Provider to take immediate steps to bring the services to a close in a prompt and orderly manner and in such a way as to keep costs to a minimum.

9.4 In the event of termination, the Contracting Authority shall, as soon as possible and in the presence of the Service Provider or his representatives or having duly summoned them, draw up a report on the services performed. A statement shall also be drawn up of monies due to the Service Provider and of monies owed by the Service Provider to the Contracting Authority as at the date of termination of the contract.

## **Composition of the detailed project for the multicultural center "Gërmia" in Pristina**

9.6 If the Contracting Authority terminates the contract it shall be entitled to recover from the Service Provider any direct loss it has suffered under the contractual conditions which in any event can not exceed %20 of the contract price

### **Article 10- Termination of the Contract by the Service Provider**

10.1 The Service Provider may, after giving 14 days notice to the Contracting Authority, terminate the contract if the Contracting Authority;

- a. fails to pay the Service Provider the amounts due under any certificate issued by the authorizing person after the expiry of the deadline stated;
- b. consistently fails to meet its obligations after repeated reminders; or
- c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

10.2 Termination shall be without prejudice to any other rights or powers under the contract of the Contracting Authority and the Service Provider.

10.3 In the event of termination in accordance with (a) and (b) under section 10.1., the Contracting Authority shall pay the Service Provider for any loss or injury the Service Provider may have suffered.

### **Article 11- Service Provider's obligations**

11.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.

11.2 The Service Provider shall comply with administrative orders given by the Contracting Authority that are in line with this contract. Where the Service provider considers that the requirement of an administrative order goes beyond the scope of the contract, he shall, on pain of breach of contract, notify the Contracting Authority thereof, giving his reasons, within 30 days of receipt of the order. Execution of the administrative order shall be suspended because of this notice.

11.3 The Service Provider shall respect and abide by all laws and regulations in force in the Republic of Kosovo and shall ensure that his personnel, their dependants, and his local employees also respect and abide by all such laws and regulations.

11.4 The Service Provider shall treat all documents and information received in connection with the contract as private and confidential. He shall not, save in so far as may be necessary for the purposes of the contract's execution, publish or disclose any particulars of the contract without the prior consent in writing of the Contracting Authority.

11.5 If the Service Provider is a consortium of two or more persons or corporations, all such persons or corporations shall be jointly and severally bound to fulfil the terms of the contract. The person designated by the consortium to act on its behalf for the purposes of this contract shall have the authority to bind the consortium. The composition of the group shall not be altered without the prior consent in writing of the Contracting Authority.

11.6 The Service Provider shall employ the key personnel identified in his Tender to carry out the functions stated in his Tender. Moreover, in the course of performance, and on the basis of a written and justified request, the Contracting Authority can ask for a replacement if it considers that a member of staff is inefficient or does not perform its duties under the contract. The Contracting Authority shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those identified.

### **Article 12- Contracting Authority's obligations**

12.1 The Contracting Authority shall supply the Service Provider promptly with any information and/or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Contracting Authority at the end of the period of implementation of the tasks.

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12.2 The Contracting Authority shall as far as possible co-operate with the Service Provider to provide information that the latter may reasonably request in order to perform the contract.

12.3 The Contracting Authority shall nominate a "Project Manager", indicated in the SCC, who will be responsible for the supervision of the performance of the services at all the time and for reporting for any detail to the Contracting Authority.

### Article 13- Liquidated damages

13.1 If the Service Provider fails under his own responsibility to perform any or all of the services within the time limit(s) specified in the contract solely due to his default, the Contracting Authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled, for every day which shall elapse between the expiry of the contractual period and the actual date of completion, to liquidated damages equal to 0,25% in days of the value of the unperformed services to a maximum of 10% of the total value of the place order. Payment of liquidated damages shall not affect the Service Providers' liabilities.

13.3 If the Contracting Authority has become entitled to claim at least 10% of the place order it may, after giving written notice to the Service Provider:

*a. In case the Contracting Authority has procured on his own behalf only, with one economic operator:*

- terminate the contract, in which case the Service Provider will have no right to compensation except for the services already performed; and
- enter into a contract with a third party for the provision of the balance of the services. The Service Provider shall not be paid for this part of the contract. The Service Provider shall also be liable for the additional costs and damages caused by his failure with a cap of %20 of the contract price..

*b. In case the Contracting Authority has procured on his own behalf only, with several economic operators:*

- terminate the place order, in which case the Service Provider will have no right to compensation except for the services already performed. The Service Provider shall also be liable for the additional costs and damages caused by his failure with a cap of %20 of the contract price; and
- re-open competition with the remainder of the Economic Operators party to the public framework contract.

not applicable as per the SCC

not applicable as per the SCC Article 16- General principles of payment

16.1 Payments shall be made in Euro. Payments due according to an invoice issued by the Service Provider shall be made to the bank account mentioned on Section V, **Financial Identification**, of this contract, completed by the Service Provider. The same form, annexed to the payment request, must be used to report changes of bank account.

16.2 Sums due shall be paid in line with the dates mentioned in Article 3.2.

16.4 Once the deadline laid down in Article 16.2 has expired, the Service provider may, within two months of late payment, claim late-payment interest at the discount rate applied by the Central Bank of Kosovo on the first day of the month in which the deadline expired, plus seven percentage points. The late-payment interest shall apply to the time which elapses between the date of the payment deadline (exclusive) and the date on which the Contracting Authority's account is debited (inclusive).

16.5 Any default in payment of more than 15 days from the expiry of the period laid down in Article 16.2 shall entitle the Service Provider to terminate it, with 15 days' prior notice to the Contracting Authority.

### Article 17- Quality Control

17.1 The principle and modalities of Inspection of the Services by the Contracting Authority shall be as indicated in the SCC. The Contracting Authority shall check the Service Provider's performance and notify him of any Defects that are



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found. Such checking shall not affect the Service Provider's responsibilities. Defect Liability Period is as defined in the SCC.

### **Article 18- Correction of Defects**

18.1 The Contracting Authority shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

18.2 Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the reasonable length of time specified by the Contracting Authority's notice.

18.3 If the Service Provider has not corrected a Defect within the time specified in the Contracting Authority's notice, the Contracting Authority will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Article 13.1.

### **Article 19- Consequences of Breach of contract**

19.1 A Party shall be in a breach of contract if it fails to discharge any of its obligations under the contract as described in Article 9 and 10.

19.2 Where a breach of contract occurs, the injured Party shall be entitled to the following remedies:

- a) damages; and/or
- b) termination of the contract.

19.3 In addition to the above-mentioned measures, damages may be awarded. They may be either:

- a) general damages; or
- b) liquidated damages.

For the avoidance of doubt, the Service Provider total liability shall not exceed the 20% of the total contract price.

### **Article 20- Amicable dispute settlement**

20.1 The Parties shall make every effort to settle amicably any dispute which may arise between them. Once a dispute has arisen, the Parties shall notify each other in writing of their positions on the dispute and any solution which they consider possible. If either Party deems it useful, the Parties shall meet and try and settle the dispute. A Party shall respond to a request for amicable settlement within 15 days of such a request. The maximum period laid down for reaching such a settlement shall be 30 days from the commencement of the procedure. Should the attempt to reach an amicable settlement fail or a Party fail to respond in time to requests for a settlement, either Party shall be free to proceed to the next stage of the dispute-settlement procedure by notifying the other.

20.2 If the amicable dispute-settlement procedure fails, the Parties may agree to try conciliation through the institution specified in SCC. If no settlement is reached within 30 days of the start of the conciliation procedure, each Party shall be entitled to move on to the next state of the dispute-settlement procedure.

### **Article 21- Dispute settlement by litigation**

21.1 If no settlement is reached within 30 days of the start of the amicable dispute-settlement procedure, each Party may seek either:

- a) a ruling from a court; or
- b) where the parties agree, an arbitration ruling in accordance with the SCC.

21.2 Dispute settlement model ie courts or arbitration shall be decided by the parties before contract signature

### **Article 22- Indemnity**

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22.1 The Service Provider will defend and indemnify the Contracting Authority and its present and former officers, directors, employees, and agents and hold it and them harmless from and against any costs, losses, damages, and fees incurred by the Contracting Authority including but not limited to attorneys fee and expenses in connections with any: negligence or willful misconduct by the Service Provider, breach or alleged breach of the Service Providers representations, claim by a third party that provision of this Services by the Service Provider or the use by or on behalf of the Contracting Authority or of any assets used or provided by the Service Provider in connection with the performance of the services infringes Intellectual Property Rights of that third party

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**CONTRACT SECTION III SPECIAL CONDITIONS**

The following SCC shall supplement and / or amend the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

General Conditions of Contract		Amendment/Modification of relevant Article in the GCC
Article description	Art. No.	
Law applicable and language	2.1	Kosovo Laws that are in power shall apply in all matters not covered by the provisions of the contract. The jurisdiction shall be the relevant court in Prishtina.
	2.2	The language used shall be English.
Contracting Authority's obligations	12.3	The Project Manager will be appointed by the respective department within the Municipality of Prishtina
		EO must pay the advance insurance - 15% of the amount within 9 months.
Performance Security	14.1	Not applicable.
Insurance to be Taken out by the Service Provider	15.1	Not applicable.
Quality Control	17.1	The principle and modalities of inspection of the Services by the Contracting Authority are as follows: Review during the project/ design presentation- Project Manager and other officers from respective departments Immediate identification during presentation, prior to submission final project.
Amicable dispute settlement	20.2	The procurement office on behalf of the Contracting Authority and the authorized representative of the Service Provider are responsible.
Dispute settlement by litigation	21.1	a) Any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to competent court, in accordance with the Kosovo law.  or  b) where the parties expressly agree, any dispute between the Parties that may arise during the performance of this contract and that it has not been possible to settle otherwise between the Parties shall be submitted to the arbitration of [specify dispute-settlement body] in accordance with [specify arbitration rules (rules of International Chamber of Commerce, United Nations Commission on International Trade Law, or other internationally recognised arbitration procedure)].

## Composition of the detailed project for the multicultural center "Gërmia" in Pristina

### Annex 1. MANDATORY TECHNICAL SPECIFICATIONS

#### 1. History of the existing building

One of the important complexes on the list of cultural heritage under temporary protection is the complex of the former House of Goods - Gërmia .

The complex, former House of Goods - Gërmia built in 1972, presents the years of important developments in the cultural, social - political and economic field of Kosovo. Built very close to the Old Market of the city of Pristina, which was demolished during the 50s in the name of the construction of the new socialist city, it presents the first steps in the creation of self-service, self-choice commercial spaces. in the city of Pristina, as in other centers of the former Yugoslavia.



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The complex reflects the modern socialist architecture of the 70-80s, like most of the buildings in the center of Pristina, through which the authentic values of the city's development through different times and circumstances are witnessed.

In terms of its artistic values and the architecture of the complex in general, its current state and the transformation it has undergone in recent years risks that these values will be lost over time, if appropriate measures are not taken.

From its opening in 1972 until the end of the 90s, the "Gërmia" department store was not only a place that offered a variety of goods, but also a place, an exhibition and social interaction where shopping became a pleasure. Its opening to public space in an urban context took advantage of the frequented location in the heart of the city, inviting and attracting a large number of consumers. The "Gërmia" department was the first and only building with escalators, making it a real attraction for citizens.

### 2. General information about the project

Pristina does not have a suitable building where festivals of classical music, jazz music, etc. can be accommodated, but also no suitable space for exhibitions of visual artists. The rapid developments of the city of Pristina have increased the necessity for a cultural building to meet the needs for cultural activities in the Capital.

Therefore, the former Gërmia complex, which is located in the western corner of Skenderbe Square in Pristina, is proposed to be adapted into a Contemporary Art Gallery, while in its rear part, where the parking lot is currently located, a symphony concert hall with a capacity of 1200 spectators and a small alternative hall with a capacity of 400 spectators.

The complex in question is under the protection of the state, part of the Heritage List for Temporary Protection of the Ministry of Culture, Youth and Sports and should be treated as such during the development of the intervention concept.

The main attributes of the inclusion of this complex in the protection list lie in the following arguments:

The geometric purity of the volumes that shape the complex and the original structure of its facades, although with inadequate interventions over time, still have high integrity of architectural expression and as such represent architectural values that must be

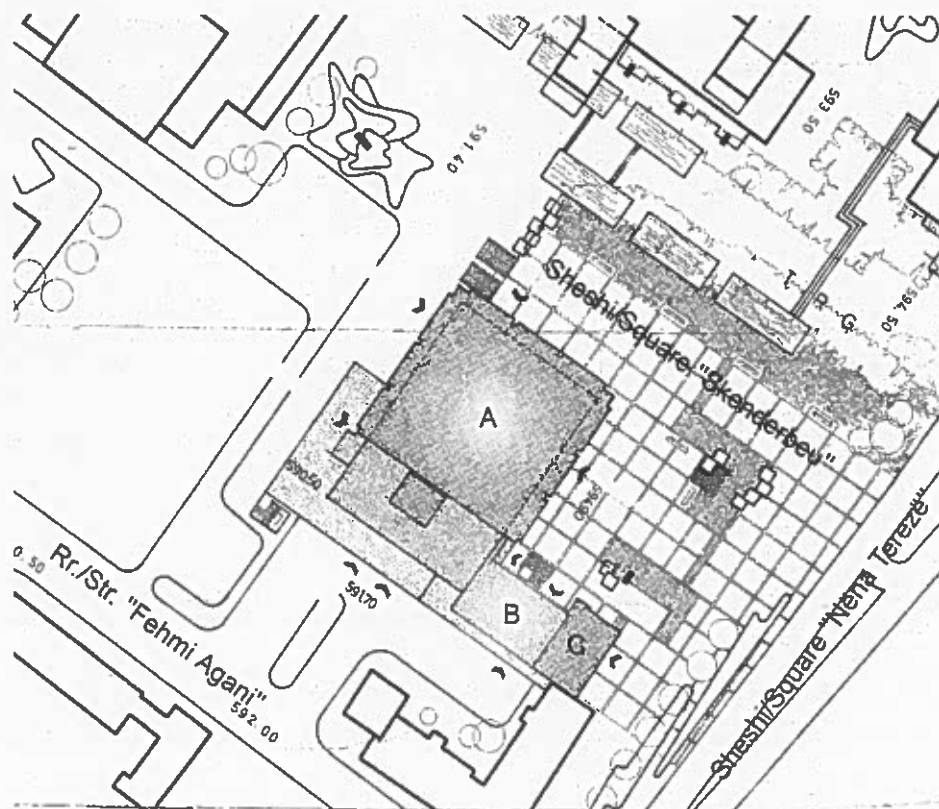
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preserved to mark an important period of Kosovar architecture, as well as the social development of Kosovo.

In terms of social values and collective memory, for the city of Pristina, the former Germia complex was not only a place to shop, but it was an open cultural platform that worked as a social condenser, where in particular the industrial design and prominent fashion of that time was given to the citizens. It was an experimental laboratory to establish a social interaction of the city and its urban context.

The complex of former Germia includes a space of about 10,000 m<sup>2</sup> of surface. This complex has served as a commercial -administrative center. The complex as an urban -architectural whole is divided into 4 physical and functional volumes, which is developed on 7 levels (basement/ basement , ground floor, mezzanine 1, floor 1, mezzanine 2, floor 2 administration-floor 5):

- A. Warehouse + offices + hotel contents
- B. Former Express restaurant
- C. Administration
- D. Commercial - technical spaces



## Composition of the detailed project for the multicultural center "Gërmia" in Pristina

The object marked under "A" has 4 floors, the basement, the ground floor , the first floor and the second floor.

The facility marked under "B" was intended for a fast food restaurant. This building has: basement, ground floor and 2 floors.

The object marked under "C" has a basement, ground floor , I, II, III, IV and V floors.

The roofs of this complex are flat.

The proportions and volumes, the typology of the facade cover - corrugated aluminum plates, at the time it was built and until today, have given high artistic and aesthetic value to the complex.

In the years after the 2000-2002 war, the object suffered devastation of its original values, as the administration of the time intervened in it to adapt the complex in question, transforming it into an administrative object of the government.

In 2019, by the decision of the central authority, the public purpose of the object is restored again .



## Composition of the detailed project for the multicultural center "Gërmia" in Pristina



### The current situation

The main goal of the competition for the design of the project is to restore the appearance of the complex according to its original state as well as to create new spaces/volumes for public musical performances/concerts (although the auditorium can easily be adopted for other experimental public performances and / or other cultural events) and not only.

The interventions in this complex will affect the increase of the general recall of the complex and the increase of the value of this space as a gravitation point for visitors.

In order to increase the cultural-historical values of this part, by identifying it as a gravitation point in the center of the city, it is intended to create a complex where special attention should be paid to the surrounding environment, green spaces, entrance, proportions, etc.

**The expected results of this project are:**



## Composition of the detailed project for the multicultural center "Gërmia" in Pristina

- The creation of a cultural center for the community of visual and musical arts not only of Pristina but also of wider Kosovo , as well as a contemporary architectural landmark;
- Preservation of the building with light interventions by turning it into a contemporary art gallery and returning the damaged elements to their original state;
- Interpolation of new structures in the old one , in order to accommodate the functions and programs specified in the design task;
- The creation of at least two new functional halls with the required capacities as well as the required function according to contemporary European/world standards.
- Increasing the attractiveness and visitability of the complex;
- Adaptation of spaces for different organizations;
- Improvement of the cultural-historical value in terms of raising the interest to visit;

### 3. location

Gërmia Department Store is located in the center of the city of Pristina. The existing complex, at the entrance of which is the plateau , is bordered on the southeast side by "Mother Teresa" square, on the northeast side by " Skenderbe " Square and on the southwest side by " Fehmi " street Agani " through which direct access to the basement of the building is possible due to the configuration of the terrain. In the vicinity of this facility are located various public institutions such as: Government, Parliament, National Theater, etc.

In the given location, the conceptual urban -architectural project for the Adaptation of the former Gërmia complex for a Concert Hall should be drawn up .

Composition of the detailed project for the multicultural center "Gërmia" in Pristina



location

## Composition of the detailed project for the multicultural center "Gërmia" in Pristina



Limit of space / plot

### 4. Design task

The hall complex must be adapted within the framework of the architectural dimension and expression of the existing buildings of the complex, but with the possibility of interpolation or integration of new expansions / additions in function of the new destination of the building.

So, the complex is under the protection of the state and the existing facades or the envelope of the buildings in the entire perimeter of the gauge must be preserved and

## Composition of the detailed project for the multicultural center "Gërmia" in Pristina

returned to its original values. New transparent interconnecting structures can be added to the complex which will make the connection between gauge A and gauge B as well as the increase of volume A or other Urb -Architectural solution but always respecting the special importance that should be given to the identity of the existing building .

The core of the complex should consist of 1 exhibition hall for visual arts (in the part of the existing building) and two halls for musical performance : the large hall with a minimum of 1200 seats and a small hall with a minimum of 400 seats in the gauge.

The large hall should be designed according to all contemporary parameters for halls of such destination for mainly vocal -acoustic interpretations (but not only).

This hall should also be equipped with a suitable stage on which the symphony orchestra and choir can be placed, as well as be easily modified for the needs of other classical performances, such as ballet, etc., but also alternative performances.

For the large hall, all accompanying contents for artists and citizens should be provided for the functional progress of the purpose of the object.

The small hall ( camertal ) has an alternative and complementary character to the big hall as well as for increasing the possibilities (and capacity) of holding complementary (supplementary) performances in relation to the big hall. Having said that, it is envisaged to hold various competitions for music students, Jazz festival performances, recitals, " stand up " show , auditions , etc.

Likewise, for this hall, all accompanying contents for artists and citizens should be provided for the functional progress of the purpose of the object.

Hotel contents are preferred to be located on the ground or upper floors of the complex's buildings. Details of the contents of this group are given in the program.

The facility must have special spaces for artists, meetings, exercises and rehearsals. Also, a number of individual and group wardrobes of the artists should be foreseen according to the program.

Equally important is the accommodation of the administration of the Concert Hall for the management and operation of this facility/complex.

Special attention should be paid when designing the surrounding square, free spaces, greenery, water surfaces and approaches to the building.

The facility must have an entrance for artists, administration as well as an economic entrance.

The economic entrance can have a branched entrance (so two entrances) for supplies and services as well as direct access to the hall.

## **Composition of the detailed project for the multicultural center "Gërmia" in Pristina**

Access to the economic entrance is possible through the road " Fehmi Agan ". The complex may also have other entrances foreseen according to the function.

It is also necessary to provide access to a certain number of underground parking lots from " Fehmi" street Agan ".

The rest of the citizens are expected to have access through public transport, i.e. the "Teatri" Station (from "Agim Ramadani " street) or the "Health House" Station (from "Migjeni" street), which means a distance of no more than 3-5 minutes walk to the facility/complex.

No.	the space	ID	a description	Area
1	<b>OVERVIEW</b>	1.1	Main entrance with security guard	
		1.2	Information, arch	
		1.3	CD/music store, catalogs, etc.	
		1.4	Wardrobe for visitors	
		1.5	Toilets (for visitors)	
		1.6	Storage for accessories, temporary barriers, screens	
		1.8	Public telephones + fixed seats	
		1.9	Temporary exhibitions	
		1.10	Lobby (about 40% of the auditorium space)	
		1.11	toilets	
		SubTOTAL		
2	<b>supply/ Gastronomie</b>	2.1	Buffet ( snack bar)	
		2.2	Cafe ( patisserie )	
		2.3	Art Cafe-Restaurant (for 120 people)	
		2.3.1	Main Kitchen	
		2.3.2	storehouse	
		2.4	toilets	
		2.5	Designated smoking areas	
SubTOTAL				650
3	<b>Auditorium</b>	3. 1	The main auditorium (with min. 1,200 seats. The auditorium must fulfill all the acoustics and other requirements for symphonic music as well as provide easy transformation possibilities for other alternative performances.	
	(+ Holly)			
		3.2	Stage / platform for symphony orchestra and choir	

Composition of the detailed project for the multicultural center "Gërmia" in Pristina

		3.3	Background	
		3.4	Rest room for artists	
		3.5	toilets	
	SubTOTAL			1800
4	EXPO +	4.1	EXPO / Gallery (Inside the existing building )	4500
		4.2	Small auditorium (alternative) (with 200 seats)	
		4.3	Small hall (alternative) with a capacity of 400 seats	
		4.4	toilets	
	SubTOTAL			950
5	Artists+Rehearsals	5.1	Entry for artists	
	( Performers )	5.2	Artists' wardrobes individual/ soloists (8F and 8M), Toilets <i>group / 12 x 8 places / , toilets included</i>	
		5.3	Test room (15m×15m)	
		5.4	Rehearsal and meeting room 2x 40m2	
		5.5	Large rehearsal room	
		5.6	Small rehearsal room 8 x 20m2	
		5.7	The conductor's room	
		5.8	Production studio for design	
		5.9	Room / space in front of the stage (musicians' gathering area)	

Composition of the detailed project for the multicultural center "Gërmia" in Pristina

		5.10	Choir assembly area	
		5.11	toilets	
	SubTOTAL			1600
6	Management (Administrator)	6.1	General Director	
		6.2	Technical Director	
		6.3	Treasury / finance	
		6.4	House Manager	
		6.5	Orchestra Manager	
		6.6	Tour/tour manager	
		6.7	Offices (x3-4)	
		6.8	Lecture hall / Press conference	
		6.9	toilets	
	SubTOTAL			1000
7	Tech	7.1	Director's Cabin	
	(auxiliary)	7.2	Sound check room	
		7.3	Lighting control room	
		7.4	Recording/recording studio	
		7.5	Broadcast Studios (x2)	
		7.6	Warehouse for storage of instruments	
		7.7	Warehouse for stage equipment	
		7.8	Warehouse for storing curtains/drapes	
		7.9	Piano storage	
		7.10	General repair and maintenance	



Composition of the detailed project for the multicultural center "Gërmia" in Pristina

		7.11	storehouse 3x12 m2	
		7.12	toilets	
	<b>SubTOTAL</b>			<b>1500</b>
<b>8</b>	<b>Services</b>	8.1	Cloakroom for staff/maintenance (12 women and 12 men)	
		8.2	General warehouse	
		8.3	Inventory warehouse	
		8.4	Heating substation	
		8.5	Air conditioning	
		8.6	parking	
		8.7	Plant (transformer)	
		8.8	toilets	
	<b>SubTOTAL</b>			<b>1500</b>

TOTAL (Existing building + additions) 14 400 m2

List of Products for the Europe Multi-Cultural Center - EMCC				
#	Product description	Format	Scale	Stage
2	<b>Schematic Design Stage Products</b>			
2.1	Architectural Schematic Design	Digital & Print   Appropriate format	Appropriate	SD
2.2	Structural Schematic Design	Digital & Print   Appropriate format	Appropriate	SD
2.3	Mechanical Schematic Design	Digital & Print   Appropriate format	Appropriate	SD
2.4	Electrical Schematic Design	Digital & Print   Appropriate format	Appropriate	SD
2.5	Acoustic Schematic Design	Digital & Print   Appropriate format	Appropriate	SD
3	<b>Technical Design Stage Products</b>			
3.1	Detailed Architecture Design	Digital & Print   Appropriate format	Appropriate	TD
3.2	Detailed Structural Design	Digital & Print   Appropriate format	Appropriate	TD
3.3	Detailed Mechanical Design	Digital & Print   Appropriate format	Appropriate	TD
3.4	Detailed Electrical Design	Digital & Print   Appropriate format	Appropriate	TD
3.5	Detailed Acoustic Design	Digital & Print   Appropriate format	Appropriate	TD

List of Products for the Europa Multi-Cultural Center - EMCC				
#	Product description	Format	Scale	Stage
3	<b>Technical Design Stage Products</b>			
3.1	<b>Detailed Architecture Design / Drawings and Specifications</b>	Digital & Print   Appropriate format	Appropriate	TD
3.1.1	Site Plan drawings	Digital & Print   Appropriate format	Appropriate	TD
3.1.2	All floor plans	Digital & Print   Appropriate format	Appropriate	TD
3.1.3	All building sections	Digital & Print   Appropriate format	Appropriate	TD
3.1.4	All building elevations	Digital & Print   Appropriate format	Appropriate	TD
3.1.5	Floor finish plans	Digital & Print   Appropriate format	Appropriate	TD
3.1.6	Ceiling finish plans	Digital & Print   Appropriate format	Appropriate	TD
3.1.7	Façade & Roof sections	Digital & Print   Appropriate format	Appropriate	TD
3.1.8	Wall details	Digital & Print   Appropriate format	Appropriate	TD
3.1.9	Door Details	Digital & Print   Appropriate format	Appropriate	TD
3.1.10	Window Details	Digital & Print   Appropriate format	Appropriate	TD
3.1.11	Typical floor details	Digital & Print   Appropriate format	Appropriate	TD
3.1.12	Typical ceiling details	Digital & Print   Appropriate format	Appropriate	TD
3.1.13	Typical roof details	Digital & Print   Appropriate format	Appropriate	TD
3.1.14	Typical façade details	Digital & Print   Appropriate format	Appropriate	TD
3.1.15	Other typical sections and details	Digital & Print   Appropriate format	Appropriate	TD
3.1.16	Building material schedule	Digital & Print   Appropriate format	Appropriate	TD
3.1.17	Fixtures and Furniture drawings and schedule	Digital & Print   Appropriate format	Appropriate	TD
3.1.18	Façade specifications	Digital & Print   Appropriate format	Appropriate	TD
3.1.19	Roof specifications	Digital & Print   Appropriate format	Appropriate	TD
3.1.20	Lighting Plans	Digital & Print   Appropriate format	Appropriate	TD
3.1.21	Lighting fixtures list & technical specifications	Digital & Print   Appropriate format	Appropriate	TD
3.2	<b>Detailed Structural Design</b>	Digital & Print   Appropriate format	Appropriate	TD
3.2.1	Foundation plan	Digital & Print   Appropriate format	Appropriate	TD
3.2.2	Concrete / Steel / CLT frameworks	Digital & Print   Appropriate format	Appropriate	TD

3.2.3	Concrete / Steel / CLT structure sections	Digital & Print	Appropriate format	Appropriate	TD
3.2.4	Typical Concrete / Steel / CLT shop drawings	Digital & Print	Appropriate format	Appropriate	TD
3.2.5	Other structural details	Digital & Print	Appropriate format	Appropriate	TD
3.2.5	Technical specifications	Digital & Print	Appropriate format	Appropriate	TD
<b>3.3 Detailed Mechanical Design</b>		Digital & Print	Appropriate format	Appropriate	TD
3.3.1	HVAC system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.3.2	Water supply system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.3.3	Drainage system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.3.4	Surface water system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.3.5	Firefighting system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.3.6	Equipment Schedule	Digital & Print	Appropriate format	Appropriate	TD
<b>3.4 Detailed Electrical Design</b>		Digital & Print	Appropriate format	Appropriate	TD
3.4.1	Power system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.4.2	Control system drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.4.3	Fire alarm system + technical specifications	Digital & Print	Appropriate format	Appropriate	TD
3.4.4	CCTV system + technical specifications	Digital & Print	Appropriate format	Appropriate	TD
3.4.5	Equipment specifications	Digital & Print	Appropriate format	Appropriate	TD
<b>3.5 Detailed Acoustic Design</b>		Digital & Print	Appropriate format	Appropriate	TD
3.5.1	Acoustic project design, drawings and specifications	Digital & Print	Appropriate format	Appropriate	TD
3.5.2	Acoustic systems technical specifications	Digital & Print	Appropriate format	Appropriate	TD

**Paramasa për punët shtesë**

Nr	Services	Quantity	Price	price with tax
1	<p>Composition of the detailed project for the multicultural center "Gërmia" in Pristina.</p> <p><b>TOTAL (Existing building + additions) 14 400 m2</b></p>	1	1,399,000 euro's	1,650,000 euro's
	<b>Total</b>			<b>1,650,000 euro's</b>



Bekim Ramku  
28.04.2023 Prishtina