

## VOLUME 2

### SECTION 3 SPECIAL CONDITIONS

#### CONTENTS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Other Special Conditions should be indicated afterwards.

#### Article 2 Language of the Contract

2.1 The language used shall be English.

#### Article 4 Communication

4.1 Any written communication related to this Contract between the Contracting Authority on the one hand and the Contractor on the other hand, must state the Contract title and contract number and must be sent by post, e-mail or by hand to the following address:

a) For the Works Contractor:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>e-mail:</b>	

b) For the Contracting Authority (CFCU):

<b>Name:</b>	Ministry of Finance of the Republic of Serbia Department for Contracting and Financing of EU Funded Programmes (CFCU)
<b>Address:</b>	3-5 Sremska St., 11000 Belgrade, Republic of Serbia
<b>Telephone:</b>	
<b>Fax:</b>	
<b>e-mail:</b>	

c) For the Supervisor:

<b>Name:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>e-mail:</b>	

d) For the Beneficiary:

<b>Name:</b>	Serbian European Integration Office
<b>Address:</b>	Nemanjina 34, 11000 Belgrade
<b>Telephone:</b>	
<b>Fax:</b>	
<b>e-mail:</b>	

E-mail communications between the parties are also permitted, in particular for communications between the Supervisor and the Contractor. Formal notifications, such as notifications of termination or breach or notifications which have an impact on Contract Price or additional cost claims must be submitted through the methods mentioned above. Email may be used as a supplementary notification method for such formal notifications.

Where signed documents are transmitted electronically they shall be confirmed by delivery of hard copy with the original signatures within one week.

## **Article 5 Supervisor and Supervisor's representative**

- 5.2 The Contracting Authority shall appoint a Supervisor and his representative to carry out duties referred to in the Contract. The Supervisor may have further staff to which he delegates matters related to the Contract. Office accommodation, equipment and facilities for the Supervisor will be provided by the Contractor.
- 5.3 The article 5.3 of the General conditions (GC) is amended by the article 5.3 of the Special Conditions (SC) and does not replace the article 5.3 of the (GC).

The Supervisor requires the consent of the Contracting Authority before exercising the following duties:

- (a). approving subcontracting of any part of the works under sub clause 7.2
- (b). Approval of replacement of Contractor's Representative and Site Manager, under article 12.2;
- (c). Approve additional costs determined under article 21
- (d). certifying extension of the period of implementation under sub clause 35.3
- (e). order a modification under clause 37
- (f). order a suspension to the progress of the works under sub-clause 38 and 21.2 (d) and termination of the contract under article 21.2 (d)
- (g). Determine any matter which may increase the Contract price under article 55;
- (h). proceed with partial provisional acceptance under sub-clause 59
- (i). issuing a certificate of provisional acceptance under sub-clause 60
- (j). issuing a certificate of final acceptance under sub-clause 62.1 and 62.2

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Supervisor, an emergency occurs affecting the safety of life or of the Works or adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Supervisor, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Contracting Authority, with any such instruction of the Supervisor. The Supervisor shall agree or determine an addition to the Contract

Price in respect of such instruction and shall notify the Contractor accordingly, with a copy to the Contracting Authority.

- 5.4 Approval or rejections will be given through administrative orders issued by the Supervisor except when it is foreseen otherwise in the General Conditions. The Supervisor shall send administrative orders electronically (by email) to representatives of the Contractor, of the Beneficiary and of the Contracting Authority. Hard copies shall be delivered by hand to representatives of the Contractor, and of the Beneficiary, and where appropriate, also to the representative of the Contracting Authority. Always, a copy of the administrative order and referring documents from the Contractor are sent to the Contracting Authority.

## **Article 7 Subcontracting**

- 7.3 The article 7.3 of the General conditions (GC) is amended by the article 7.3 of the Special Conditions (SC) and does not replace the article 7.3 of the (GC).

The total value of the sub-contracted part of the works must not exceed 30% of the contract value and the sub-contractor must not sub-contract further.

## **Article 8 Documents to be provided**

- 8.1 The drawings available to the Contractor for the performance of the Contract are those annexed to Volume 5 of the present Tender Dossier.

## **Article 9 Access to the site**

- 9.1 The article 9.1 of the General conditions (GC) is amended by the article 9.1 of the Special Conditions (SC) and does not replace the article 9.1 of the (GC).

The Contractor is reminded that there is a Head of Delegation of the European Commission in the state of the Contracting Authority. The Contractor is obliged to give the Head of Delegation free access to its sites, factories, workshops, etc., and generally assist the Head of Delegation, like the project Supervisor, in the performance of his duties. The same provisions also apply to the appointed representatives of the Head of Delegation.

All correspondence between the Contractor and the Contracting Authority or contractor Supervisor must be copied, for information, to the Head of Delegation of the European Commission at the following official address:

**Delegation of EU to the Republic of Serbia**  
**St. Vladimira Popovića 40, GTC Avenue Block 19a, 11070 New Belgrade**

## **Article 12 General Obligations**

- 12.1 *Add new paragraphs:* No operation of demolition of existing buildings; external works; closing existing roads, water conduits or public utilities shall be carried out without the written consent of the Supervisor. The Contractor shall apply to the Supervisor, in writing for such consent, at least 14 days prior to the proposed start of such operation. He shall include with the application full details of the operation, the programme, major items of plant to be deployed, and enclose copies of all necessary permits to be obtained.

The Contractor shall acquaint himself at his costs with the position of all existing services such as drains, telephone, electricity lines and poles, water pipes, gas pipes and the like, before any excavation or other work likely to affect the existing services are commenced.

The Contractor will be liable for all damage to roads, drainage ditches, pipes cables or services of any kind caused by him or his subcontractors in the execution of the Works, and must make good any such damage at his own expense and to the complete satisfaction of the Supervisor as soon as possible, and in any event within the construction period and prior to the commencement of the Defect Liability period.

The Contractor is required to make at his costs all necessary arrangements with the relevant local authorities and owners for the removal and reinstatement of all services as agreed with or instructed by the Supervisor.

The Contractor shall give prompt notice to the Supervisor (with copy to the Contracting Authority) about any omission, fault or other defect in the design and/or specifications of the works that he discovers when reviewing the Contract or executing the works. However this situation shall not relieve the Contractor of any of his obligation under the Contract.

- 12.9 The Contractor shall mark the construction site by means of display panel describing and promoting the EU-funded action. The display panel shall be erected beside the access route to the site and shall remain in place from the start of the action until six months after its completion.

Permanent commemorative plaque shall be placed in the main entrance of the building indicating that this structure was funded by EU.

Vehicle supplied for the Supervisor under this contract shall also be clearly identified.

The visibility measures must comply with the rules laid down in the Communication and Visibility Manual for EU External Actions published by the European Commission: [http://ec.europa.eu/europeaid/sites/devco/files/communication\\_and\\_visibility\\_manual\\_en.pdf](http://ec.europa.eu/europeaid/sites/devco/files/communication_and_visibility_manual_en.pdf)

## **Article 15 Performance guarantee**

- 15.1 The amount of the performance guarantee will be 10% of the amount of the Contract and any addenda thereto.

### *Add new paragraph 15.9*

Within 60 days after the deliverance of the certificate of provisional acceptance according to article 60.1 and the completion of any outstanding work or reservation, 10% of the amount of the performance guarantee may be released.

## **Article 17 Programme of implementation of tasks**

- 17.1 The Contractor shall, within 15 (fifteen) days after the date of the issue of the Commencement Order, submit for the Supervisors' approval detailed Programme of Implementation of the Contract, according to the General Conditions 17.1 a), b), c), d), f) and e), prepared with specific software, such as MS Project or similar, and shall include at least the following:

- Bar charts detailing activities
- Plant and resources allocated for each work component
- Critical path
- plan for testing
- the list of sub-contractors he proposes to employ on the Works together with details of the part of the Works he proposes to subcontract
- the schedule of key personnel and organisation chart
- the schedule of sources of materials, plant and equipment for incorporation into the works
- work plan chart with marked milestones for all major groups of works etc. within the stated time for completion
- an approximate cash-flow with monthly disbursement plan

The Supervisor shall make comments and/or objections concerning the Programme and schedules supplied by the Contractor within **7** (seven) calendar days of their submission. It shall be considered that all these comments and/or objections are accepted by the Contractor, if he should not contradict them in writing, either by registered letter, or facsimile sent on the Supervisor, within **4** (four) calendar days of their receipt.

The Contractor's Implementation Programme shall not, for any reason, exceed the overall contract period as stipulated in the Contract. Upon the written request by the Supervisor, the Programme and Schedule shall be updated by the Contractor and submitted to the Supervisor in hard copy and electronic format.

Programme shall take into account the appropriate time needed for purpose of informing public regarding closing the roads and streets or for limiting or disconnecting water, electricity or other utilities.

## **Article 19 Contractor's drawings and execution studies**

19.1 The Contractor shall submit to the Supervisor for approval at its own expense:

- a) such design drawings, documents, samples and /or models as may be specified in the contract within the time limits laid down therein or in the programme of implementation of tasks. This documentation shall be submitted in triplicate for the Supervisor's approval at least one month before commencing construction of the works in question.
- b) such drawings as the Supervisor may reasonably require for the implementation of tasks within 14 days from the official request;

Within 15 days of receiving the drawings, design calculations and other documents, the Supervisor shall return them to the Contractor with either his endorsement or his remarks.

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept on the Site and shall be used exclusively for the purposes of this Sub-Clause.

19.7 The article 19.7 of the General conditions (GC) is amended as follows:

Before provisional acceptance of the works, the Contractor shall supply to the Supervisor operation and maintenance manuals together with as-built drawings. The as-built drawings shall be in digital format according to European standards and using CAD software, and in such detail as will enable the Beneficiary to operate, maintain, adjust and repair all parts of the works. The manuals and as-built drawings shall be in the language of the contract and in Serbian and two hard copies shall be provided for each language. The Contractor shall train the Beneficiary's designated staff in operating and maintaining all installations using the said manuals. The works shall not be considered to be completed for the purpose of provisional acceptance until such manuals and drawings have been approved by the Supervisor and supplied to the Beneficiary and the training of the Beneficiary's staff performed.

The Works shall not be considered to be completed for the purposes of acceptance under Articles 57 to 62 of the General Conditions until the Supervisor has received these documents.

## **.Article 20 Sufficiency of tender prices**

*Add new sub-article:*

- 20.4 The use of contingencies included in the Bill of Quantities is subject to the prior approval of the Contracting Authority and the Supervisor.

The Contractor shall at his costs include all items not specifically mentioned in the technical specification, drawings and/or Bill of Quantities to ensure that the system is completely operational.

## **Article 21 Exceptional risks**

- 21.4 Exceptional weather conditions are the risk of the Contractor. All costs incurred by the Contractor due to exceptional weather conditions have to be borne by the Contractor.

## **Article 24 Interference with traffic**

- 24.1 The Contractor shall plan the execution of the works with due regard to avoidance of any inconveniences to the public to the extent reasonably possible. No important operation of any kind, especially cutting through, transit over, or closing existing roads, water conduits or other public utility shall be carried out without the written consent of the Supervisor.

- 24.2 The Contractor shall inform the Supervisor in due time which shall be not less than 7 calendar days in writing before commencing such works in order that the Supervisor may arrange adequate supervision and safety precautions. With his application for permission to start construction work, the Contractor shall submit to the Supervisor a list of all major plant he and his sub-contractors intend to use, indicating their characteristics.

The Contractor shall select routes, choose and use such vehicles and restrict and distribute loads in such a way to prevent damage to the roads or structures communicating with or on the routes to the Site. The Contractor shall ensure that roads and bridges that have become damaged due to the Contractor's use of that infrastructure, in the opinion of the Supervisor, are reinstated to a serviceability level similar to that which existed prior to the Contractor's use of the infrastructure.

Reinstatement shall be to the approval of the Supervisor. All expenses related to these procedures shall be covered by the Contractor.

Where special permits regarding temporary interference with traffic are required, it shall be the responsibility of the Contractor to obtain such permits in due time. The Supervisor and the Beneficiary will assist the Contractor in obtaining such permits.

All expenses in connection with permits, temporary traffic arrangements, preliminary works including fencing, signboards, traffic signals etc. and provision of interim works to secure uninterrupted access to buildings and properties affected by the construction activities shall be at the cost of the Contractor, who shall also indemnify and hold the Contracting Authority harmless against any claims and expenses resulting from the Contractor's disregard of by-laws and circulars or the Contractor's otherwise unnecessary/unauthorised interference with traffic.

## **Article 25 Cables and conduits**

*Add new sub-article:*

- 25.6 The Contractor is obliged to investigate and preserve underground infrastructure including cables, conduits and other infrastructure without additional payment. Shall a permanent relocation of any underground infrastructure become necessary, the Contractor shall request the prior written approval of the Supervisor before undertaking any works related to this. Costs related to the permanent relocation of any underground infrastructure shall be met by the contingencies and these works need to be formalised in compliance with Art 37 of the contract.

## **Article 27 Demolished materials**

- 27.2 Demolition materials will not become the property of the Contracting Authority.

- 27.4 It is the sole responsibility of the Contractor to displace the demolished materials upon written approval by the Supervisor in case that Beneficiary will not decide to keep and store the demolished materials.

*Add new sub-article:*

- 27.5 Demolition, removal and disposal of material shall be in accordance with the legislation of the Republic of Serbia.

## **Article 29 Temporary works**

- 29.2 The design of particular temporary works is not the responsibility of the Contracting Authority.

## **Article 34 Period of implementation of tasks**

- 34.1 The period of implementation of tasks is 8 (eight) months from the date of Notice to Commence. This period will be followed by a 12 (twelve) months Defects Liability Period.

## **Article 36 Delays in the implementation of tasks**

- 36.1 The rate of liquidated damages for delays in the completion of works shall be 0.1% of the contract price for every day or part thereof which elapses between the end of the period of implementation of tasks and the actual date of completion, up to a maximum amount of 10 % of the contract price or, if the contract is subdivided into phases, 10 % of the price of the phase concerned.

## **Article 39 Work register**

- 39.1 *Replace text with:* A work register shall be prepared and kept on the site by the Supervisor, who shall enter in it at least the following information:
- a) the weather conditions, interruptions of work owing to inclement weather, hours of work, number and type of workmen employed on the site, materials supplied, equipment in use, equipment not in working order, tests carried out in situ, samples dispatched, unforeseen circumstances, as well as orders given to the Contractor;
  - b) detailed statements of all the quantitative and qualitative elements of the work done and the supplies delivered and used, capable of being checked on the site and relevant in calculating payments to be made to the Contractor.
- 39.2 To assist in the preparation of the work register the Contractor shall deliver to the Supervisor, at weekly intervals, and in the form agreed with the Supervisor the following items:
- (i) a schedule identifying each item of plant and equipment on Site. The schedule shall provide a daily record of each item of plant and equipment and include the name of the manufacturer, the model, plant number and/or any other information relevant to its identification. The list should also identify whether the plant is working, broken down, being maintained/repaired or the like;
  - (ii) a schedule of numbers and categories of staff and labour on the Site. The schedule shall provide a daily record and identify whether the staff and labour are directly employed or sub-contracted and shall include the persons name, position and trade;
  - (iii) a record of the major quantities or works carried out during the previous month. This record shall be cross referenced and prepared in the same format as the bills of quantities/schedule of priced items included in Volume 4 and 4A of these documents;
  - (iv) measurement sheet corresponding to the works carried out during the month including works sketches, dimensions and quantity calculation per each working item;
  - (v) listing of the major materials delivered to site and approximate quantities;
  - (vi) current programme and progress charts showing in graphic form the progress achieved against the programme;
  - (vii) a listing of works completed during the previous month and the works programmed to be undertaken during the subsequent month;
  - (viii) an updated cashflow forecast showing payments received and a projection of monthly expenditure through to completion;
  - (ix) a record of all quality control procedures and tests carried out by the Contractor ;
  - (x) a safety report detailing any inspections/audits that have taken place, accidents, near misses or injuries that have been sustained ;
  - (xi) an environment report detailing any incidents or special requirements that have been put in place

The Contractor shall submit to the Supervisor once in every month an account giving particulars (as full and detailed as possible) of all payments, including the authorised receipts for such payments made in the preceding months in respect of local income tax and other taxes on



income arising out of the Contract and in respect of customs or other import and export duties, rates (including all handling and freight charges, shipping and other rates and charges) and taxes of whatever nature required to be paid in order to comply in all respects with the provisions of any law or regulation or by-law of any Government or local Government Authority of the country of the Contracting Authority in connection with the fulfilment of the Contract.

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

- 40.1 All goods purchased under the Contract must originate in any eligible source country as defined in IPA programme. However, the goods to be purchased may originate from any country, whenever the total price of the estimated quantity of those goods, as reflected in a separate item of the Bill of Quantities (Volume 4.2.2) is below 100.000 €. A category of similar goods to be purchased shall not be broken down over more than 1 item of the Bill of Quantities (Volume 4.2.2).
- 40.2 The works and the objects, appliances, equipment or materials used in their construction must comply with:
- (\*) the technical specifications supplemented by descriptions of the items listed in the Bill of Quantities
  - (\*) the requirements of drawings in the contract.
- 40.3 The requirement for preliminary technical acceptance of any activity, material or item of equipment shall be at the sole discretion of the Supervisor. If the Supervisor accepts the Contractor's requests for preliminary technical acceptance, then the Contractor shall make the necessary arrangements, at no additional cost to the Contracting Authority, to provide adequate facilities and equipment to enable such inspection, examination and testing to be conducted. The Contractor shall notify the Supervisor immediately if any item is ready for preliminary technical acceptance.

#### **Article 41    Inspection and testing**

- 41.1 The inspection and testing of materials shall take place either on the construction site or at the manufacturing site at the discretion of Supervisor. Contractor and Supervisor have to agree on the testing methods and the laboratory to carry out these tests.
- The Supervisor and the appointed Contracting Authority's Personnel notified to the Contractor shall at all reasonable times:
- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
  - (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship.

The Contractor shall give the Supervisor and the appointed Contracting Authority's and Beneficiary's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified

and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Supervisor, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

#### **Article 43 Ownership of plant and materials**

- 43.2 All equipment, temporary works, plant and materials on site owned by the Contractor or by any company in which the Contractor has a controlling interest shall, for the duration of the execution of the works, be vested in the Contracting Authority in accordance with the contract.

#### **Article 44: General principles for payments**

- 44.1 Payments shall be made in EUR.
- 44.2 If invoices are submitted to the Contracting Authority, the Contractor shall inform the European Commission thereof by sending a copy to European Commission at EU Delegation to the Republic of Serbia, Vladimira Popovica 40/V (Avenue 19a GTC Building), 11070 New Belgrade, Republic of Serbia.
- 44.3 By derogation, pre-financing payment to the Contractor for the lump-sum advance shall be made within 30 days. Other pre-financing payments to the Contractor shall be made within 90 days. Interim payments to the Contractor of the amounts due under each of the interim payment certificates approved by the supervisor shall be made within 90 days, and the final payment to the Contractor of the amounts due after the final statement of account issued by the Supervisor shall be made within 90 days.

#### **Article 46 Pre-financing**

- 46.1 a) Lump-sum advance is possible in amount of 10% of the Contract Price.
- b) No additional pre-financing will be given for the purchase or order of materials, plant, equipment, machines and tools, necessary for the execution of the Contract, and of any other substantial prior expenses such as the acquisition of patents or study costs.
- 46.2 A pre-financing payment of 10% of the Contract Price shall, following the presentation by the Contractor to the Contracting Authority of an approved Performance Guarantee and an approved Pre-financing Guarantee for the full value of the pre-financing, be certified by the Supervisor for payment to the Contractor. Such Guarantee shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificates certified by the Supervisor. The pre-financing payment shall not be subject to retention.
- If a pre-financing is requested the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.
- 46.3(c) When (i) the pre-financing requested is equal or below EUR 300 000 **and** (ii) the Contracting Authority does not require a financial guarantee following a risk assessment, by derogation from article 46.3(c) of the General Conditions no pre-financing guarantee is required.
- 46.8 Repayment of the pre-financing shall take the form of deductions based on monthly claims.
- a) The flat-rate pre-financing (maximum of 10%) shall be repaid by means of deductions from instalments and, if necessary, the balance due to the Contractor. This repayment shall begin with the first instalment and be completed, at the very latest, by the time 80 % of the amount of the Contract has been paid.

Repayment shall be made in the same currency as the pre-financing.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.8}$$

Where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

The result is rounded up to two decimal places.

- b) The pre-financing for plant, machinery and tools — and the pre-financing for other major prior outlays (20 % maximum) — shall be repaid by means of deductions from instalments and, if necessary, the balance due to the Contractor. Repayment shall begin with the first instalment and end, at the very latest, by the time 90 % of the amount of the Contract has been paid.

The amount to be deducted from each instalment shall be calculated using the following formula:

$$R = \frac{Va \times D}{Vt \times 0.9}$$

Where:

R = the amount to be repaid

Va = the total amount of pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

## **Article 47 Retention monies**

- 47.1 The sum to be retained from interim payments to guarantee implementation of the Contractor's obligations during the defects liability period is 10% of each installment. After Provisional Acceptance Certificate is issued, 50% of the retention sum is paid back to the Contractor.

## **Article 48 Price revision**

- 48.1 The contract shall be at fixed prices which shall not be revised.

## **Article 49 Measurement**

- 49.1 Apart from the amounts qualified as lump sums in the Bill of Quantities, this is a unit-price Contract.

## **Article 50 Interim payments**

- 50.1 The amount certified in each Interim Payment Certificate shall be paid by the Contracting Authority against presentation of the Invoice in the amount of Interim Payment Certificate confirmed and signed by the Supervisor; the original of the Interim Payment Certificate and original of Statement issued to and approved by the Supervisor. The minimum amount of Interim Payment shall not be less than 100 000 Euro.

#### **Article 51 Final statement of account**

- 51.1 The Contractor shall submit to the Supervisor a draft final statement of account when it applies for the provisional acceptance certificate. In order to enable the Supervisor to prepare the final statement of account, the draft final statement of account is submitted with supporting documents showing in detail the value of the work done in accordance with the contract and all further sums which the Contractor considers to be due to it under the contract.
- 51.2 Within 30 days from issuing the certificate of final acceptance referred to in article 62, the Supervisor shall prepare and sign the final statement of account.

#### **Article 60 Provisional acceptance**

- 60.1 In complement to article 60.1 of the General Conditions, the Supervisor shall prior to the provisional acceptance, carry out joint site inspections and surveys and agree a snagging list with the Beneficiary. When it is agreed that the snags are such that the works are substantially complete, and after receiving the work Contractor's request for such certificate, the Supervisor shall prepare and submit to the Contractor in coordination with the Contracting Authority, the provisional acceptance certificate.

#### **Article 61 Defects liability**

- 61.1 The defects liability period is defined as the period commencing on the date of provisional acceptance, during which the Contractor is required to make good any effect in, or damage to, any part of the work which may appear or occur during this period as notified by the Supervisor or the Contracting Authority. The rights and obligations of the parties with regard to this defects liability period are laid down in Article 61 of the General Conditions.

#### **Article 68 Dispute settlement**

- 68.4 Any dispute arising out of or relating to this Contract which cannot be settled otherwise shall be referred to the exclusive jurisdiction of Serbia in accordance with the national legislation of the state of the Contracting Authority.

#### **Article 72 Data Protection**

Not applicable.