



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

FIDIC - contract rules (Red book)

Mrs. Milica Dugić, civ.eng.b.sc.,
Procurement Expert/Civil Engineer - MISP



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

FIDIC (*Federation Internationale des Ingenieurs-Conseils*)
stands for International Federation of Consulting Engineers
FIDIC is well-known **for** conditions of contract between
Employer and Contractor:

“Old conditions”

- ☐ Conditions of contract for construction works
- ☐ Conditions of contract for electrical and mechanical works
- ☐ Conditions of contract for design-build and turnkey

“New conditions” from 1999

- ☐ Conditions of contract for Construction (designed by the Employer)
- ☐ Conditions of contract for Plant and Design-Build (for electrical and mechanical works and erection designed by Contractor)
- ☐ Conditions of contract for EPC/ Turnkey
- ☐ Conditions of contract for works of small value, short construction time or involving simple or repetitive work



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

FIDIC Condition of contract for Construction works

- ☐ For Building and Engineering Works Designed by the Employer
- ☐ The first edition of FIDIC was published in October 1999
- ☐ The original title is:

“Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer”

- ☐ Popular title is: “RED FIDIC” or “RED BOOK”



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

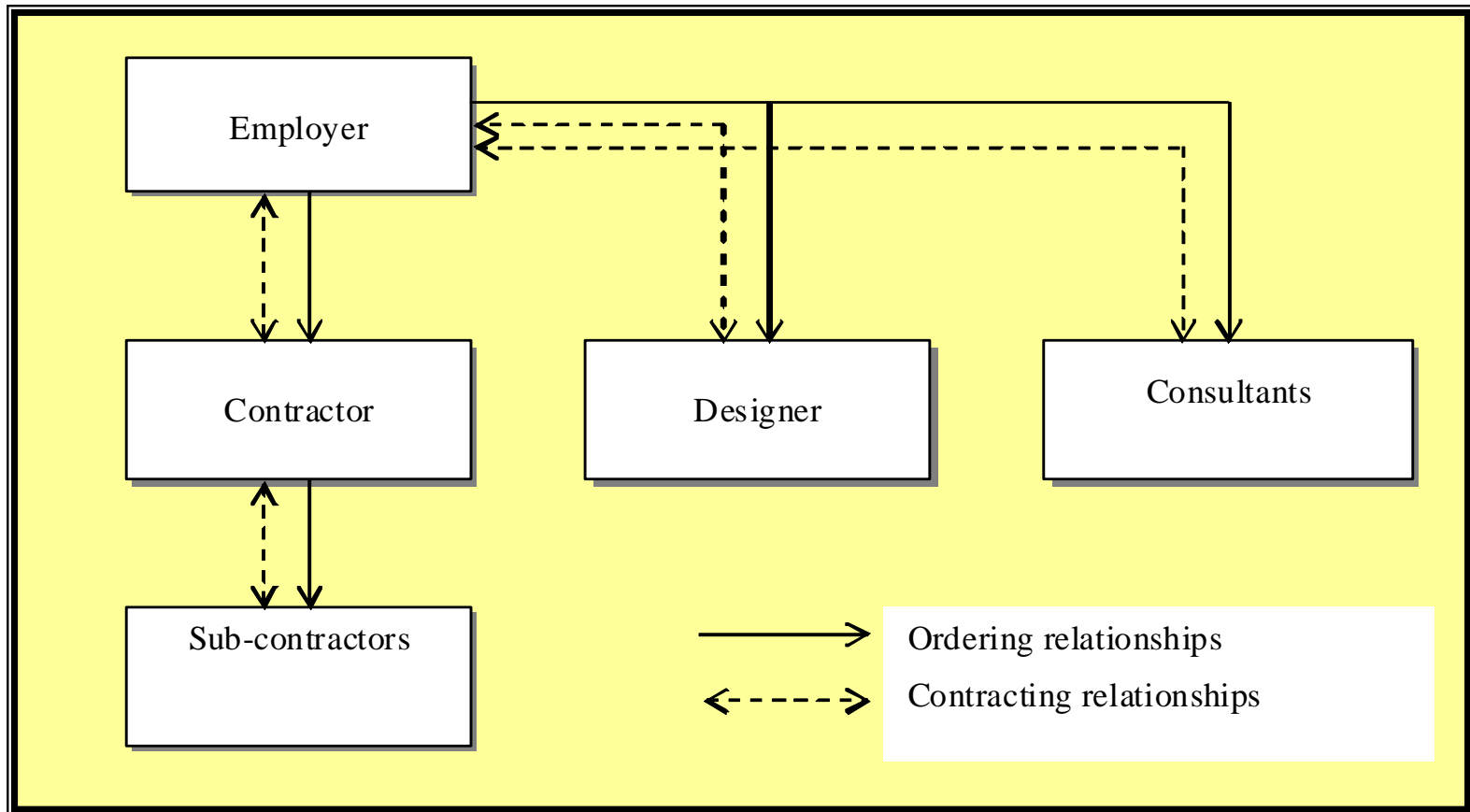
●●● Gradimo zajedno za budućnost

Usage of “RED BOOKS”

- ☐ For traditional contracting strategy
- ☐ Design is provided by the Employer
- ☐ Tender Dossier contains BofQ
- ☐ Payment according to BofQ or lump sums for approved work done
- ☐ Engineer administered the Contract
- ☐ The Employer has right to nominate sub-constructors for a share of works.



Traditional access





Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

PROJECT PHASING IN ACCORDANCE WITH WORK CONTRACTS

- ☐ General Procurement Notice
- ☐ Preparation of Tender Dossier
- ☐ Invitation for Tenders
- ☐ Receiving of Tenders
- ☐ Election Commission
- ☐ Public opening of Tenders
- ☐ Evaluation of Tenders
- ☐ Selection of the best in class offer
- ☐ Award of contract
- ☐ Realisation (duties and responsibilities according to FIDIC conditions of contracts)
- ☐ Final report



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

FIDIC- GENERAL CONDITIONS OF CONTRACT

- ☐ FIDIC has placed all the conditions applicable in most of the projects under General Conditions, and they never change. That enables their simple inclusion in every specific contract.
- ☐ General conditions in New Red FIDIC are consist of 20 articles.
- ☐ Old Red FIDIC is consists of 72 articles.



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

FIDIC- PARTICULAR CONDITIONS of CONTRACT

- ☐ Every change and addition to General Conditions has to be in the second part: *Particular Conditions*, not in changeable and retyped first part.
- ☐ Particular Conditions must be apply for each concrete contract.
- ☐ Concrete data (values) on which General Conditions refer to *are to be in particular document called Appendix to Tender*



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

New book: General Conditions

- ☐ Article 1. - GENERAL PROVISIONS
- ☐ Article 2. - THE EMPLOYER
- ☐ Article 3. - THE ENGINEER
- ☐ Article 4. - THE CONTRACTOR
- ☐ Article 5. - NOMINATED SUBCONTRACTORS
- ☐ Article 6. - STAFF AND LABOUR
- ☐ Article 7. - PLANT, MATERIALS AND WORKMANSHIP
- ☐ Article 8. - COMMENCEMENT, DELAYS AND SUSPENSION
- ☐ Article 9. - TESTS ON COMPLETION
- ☐ Article 10. - EMPLOYER'S TAKING OVER



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

- ☐ Article 11. - DEFECTS LIABILITY
- ☐ Article 12. - MEASUREMENT AND EVALUATION
- ☐ Article 13. - VARIATIONS AND ADJUSTMENTS
- ☐ Article 14. - CONTRACT PRICE AND PAYMENT
- ☐ Article 15. - TERMINATION BY EMPLOYER
- ☐ Article 16. - SUSPENSION AND TERMINATION BY CONTRACTOR
- ☐ Article 17. - RISK AND RESPONSIBILITY
- ☐ Article 18. - INSURANCE
- ☐ Article 19. - FORCE MAJEURE
- ☐ Article 20. - CLAIMS, DISPUTES AND ARBITRATION



Municipal Infrastructure Support Programme
An EU-funded project

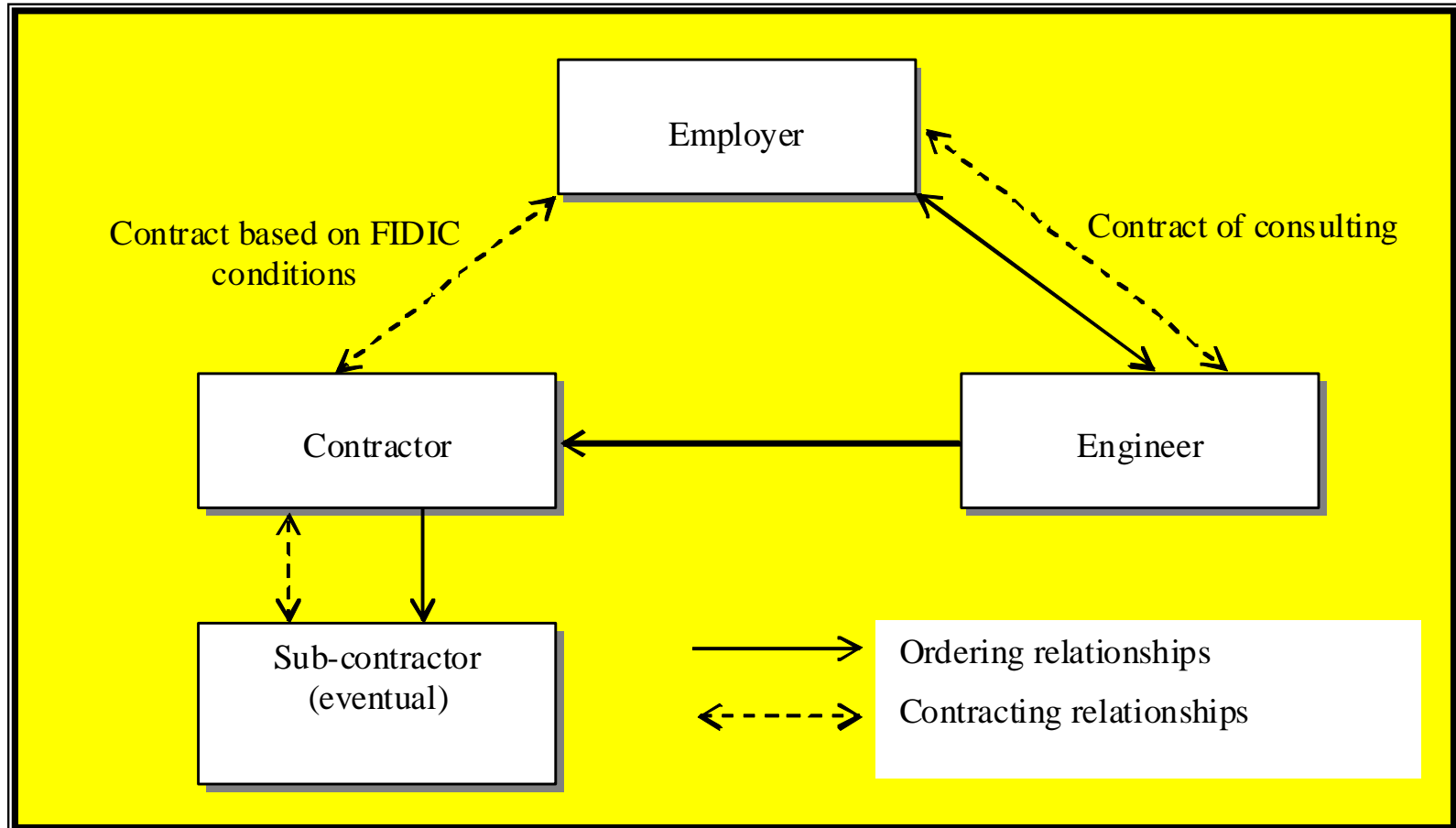
MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

ORGANIZATION SCHEME





Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

THE EMPLOYER

Employer's main obligations:

- ☐ to provide the Site and right of accesses, and
- ☐ to pay to the Contractor for completed works



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

THE CONTRACTOR

Contractor's main obligations:

- ☐ to complete the Works in within the Time Frame for Works Completion
- ☐ to remedy any defect that might appear during the defects reporting period



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

THE ENGINEER

Important participant in realization of the Contract. The Engineer is independent participant who **acts in behalf** of the Project, not for any of the contracting part. **He should be independent participant of the Project, working for Project benefit and not for any of the contracting parts.**

- ☐ The Engineer is not contracting part and **shouldn't** have authority to amend the Contract, but administer the Contract, monitor the construction work and certified payment
- ☐ According to New Red book the Engineer **doesn't have anymore quasy- arbitral role which has been overtaken by DAB (Dispute Adjudication Board)**



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 1. – GENERAL PROVISIONS

- ☐ 1. Definitions
- ☐ 2. Interpretation
- ☐ 3. Communications
- ☐ 4. Law and Language
- ☐ 5. Priority of Documents
- ☐ 6. Contract Agreement
- ☐ 7. Assignment
- ☐ 8. Care and Supply of Documents
- ☐ 9. Delayed Drawings or Instructions
- ☐ 10. Employer's Use of Contractor's Documents
- ☐ 11. Contractor's Use of Employer's Documents
- ☐ 12. Confidential Details
- ☐ 13. Compliance with Laws
- ☐ 14. Joint and Several Liability



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 2. – THE EMPLOYER

- ☐ 1. Right of Access to the Site
- ☐ 2. Permits, Licenses or Approvals
- ☐ 3. Employer's Personnel
- ☐ 4. Employer's Financial Arrangements
- ☐ 5. Employer's Claims



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 3. – THE ENGINEER

- ☐ 1. Engineer's Duties and Authority
- ☐ 2. Delegation by the Engineer
- ☐ 3. Instructions of the Engineer
- ☐ 4. Replacement of the Engineer
- ☐ 5. Determinations



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 4. – THE CONTRACTOR

- ☐ 1. Contractor's General Obligations
- ☐ 2. Performance Security
- ☐ 3. Contractor's Representative
- ☐ 4. Subcontractors
- ☐ 5. Assignment of Benefit of Subcontract
- ☐ 6. Co-operation
- ☐ 7. Setting Out
- ☐ 8. Safety Procedures
- ☐ 9. Quality Assurance
- ☐ 10. Site Data
- ☐ 11. Sufficiency of the Accepted Contract Amount
- ☐ 12. Unforeseeable Physical Conditions



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 4. – THE CONTRACTOR (2)

- ☐ 13. Rights of Way and Facilities
- ☐ 14. Avoidance of Interference
- ☐ 15. Access Route
- ☐ 16. Transport of Goods
- ☐ 17. Contractor's Equipment
- ☐ 18. Protection of the Environment
- ☐ 19. Electricity, Water and Gas
- ☐ 20. Employer's Equipment and Free-Issue Material
- ☐ 21. Progress Reports
- ☐ 22. Security of the Site
- ☐ 23. Contractor's Operations on Site
- ☐ 24. Fossils



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 5. - NOMINATED SUBCONTRACTORS

- ☐ 1. Definition of Nominated Subcontractor
- ☐ 2. Objection to Nomination
- ☐ 3. Payments to nominated Subcontractors
- ☐ 4. Evidence of Payments



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 6. – STAFF AND LABOUR

- ☐ 1. Engagement of Staff and Labor
- ☐ 2. Rates of Wages and Conditions of Labor
- ☐ 3. Persons in the Service of Employer
- ☐ 4. Labor Laws
- ☐ 5. Working Hours
- ☐ 6. Facilities for Staff and Labor
- ☐ 7. Health and Safety
- ☐ 8. Contractor's Superintendence
- ☐ 9. Contractor's Personnel
- ☐ 10. Records of Contractor's Personnel and Equipment
- ☐ 11. Disorderly Conduct



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 7. – PLANT, MATERIALS AND WORKMANSHIP

- ☐ 1. Manner of Execution
- ☐ 2. Samples
- ☐ 3. Inspection
- ☐ 4. Testing
- ☐ 5. Rejection
- ☐ 6. Remedial Work
- ☐ 7. Ownership of Plant and Materials
- ☐ 8. Royalties



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 8. - COMMENCEMENT, DELAYS AND SUSPENSION

- ☐ 1. Commencement of Works
- ☐ 2. Time for Completion
- ☐ 3. Programme
- ☐ 4. Extension of Time for Completion
- ☐ 5. Delays Caused by Authorities
- ☐ 6. Rate of Progress
- ☐ 7. Delay Damages
- ☐ 8. Suspension of Work
- ☐ 9. Consequences of Suspension
- ☐ 10. Payment for Plant and Materials in Event of Suspension
- ☐ 11. Prolonged Suspension
- ☐ 12. Resumption of Work



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 9. – TESTS ON COMPLETION

- ☐ 1. Contractor's Obligations
- ☐ 2. Delayed Tests
- ☐ 3. Retesting
- ☐ 4. Failure to Pass Tests on Completion



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 10. - EMPLOYER'S TAKING OVER

- ☐ 1. Taking Over of the Works and Sections
- ☐ 2. Taking Over of Parts of the Works
- ☐ 3. Interference with Tests on Completion
- ☐ 4. Surfaces Requiring Reinstatement



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 11. – DEFECTS LIABILITY

- ☐ 1. Completion of Outstanding Work and Remedying Defects
- ☐ 2. Cost of Remedying Defects
- ☐ 3. Extension of Defects Notification Period
- ☐ 4. Failure to Remedy Defects
- ☐ 5. Removal of Defective Work
- ☐ 6. Further Tests
- ☐ 7. Right of Access
- ☐ 8. Contractor to Search
- ☐ 9. Performance Certificate
- ☐ 10. Unfulfilled Obligations
- ☐ 11. Clearance of Site



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 12. – MEASUREMENT AND EVALUATION

- ☐ 1. Works to be Measured
- ☐ 2. Method of Measurement
- ☐ 3. Evaluation
- ☐ 4. Omissions



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 13. – VARIATIONS AND ADJUSTMENTS

- ☐ 1. Right to Vary
- ☐ 2. Value Engineering
- ☐ 3. Variation Procedure
- ☐ 4. Payment in Applicable Currencies
- ☐ 5. Provisional Sums
- ☐ 6. Daywork
- ☐ 7. Adjustments for Changes in Legislation
- ☐ 8. Adjustments for Changes in Cost



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 14. – CONTRACT PRICE AND PAYMENT

- ☐ 1. The Contract Price
- ☐ 2. Advance Payment
- ☐ 3. Application for Interim Payment Certificates
- ☐ 4. Schedule of Payments
- ☐ 5. Plant and Materials intended for the Works
- ☐ 6. Issue of interim Payment Certificates
- ☐ 7. Payment
- ☐ 8. Delayed Payment
- ☐ 9. Payment of Retention Money
- ☐ 10. Statement at Completion
- ☐ 11. Application for Final Payment Certificate
- ☐ 12. Discharge
- ☐ 13. Issue of Final Payment Certificate
- ☐ 14. Cessation of Employer's Liability
- ☐ 15. Currencies of Payment



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 15. – TERMINATION BY EMPLOYER

- ☐ 1. Notice to Correct
- ☐ 2. Termination by Employer
- ☐ 3. Valuation at Date of Termination
- ☐ 4. Payment after Termination
- ☐ 5. Employer's Entitlement to Termination



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 16. – SUSPENSION AND TERMINATION BY CONTRACTOR

- ☐ 1. Contractor's Entitlement to Suspend Work
- ☐ 2. Termination by Contractor
- ☐ 3. Cessation of Work and Removal of Contractor's Equipment
- ☐ 4. Payment on Termination



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 17. – RISK AND RESPONSIBILITY

- ☐ 1. Indemnities
- ☐ 2. Contractor's Care of the Works
- ☐ 3. Employer's Risks
- ☐ 4. Consequences of Employer's Risks
- ☐ 5. Intellectual and Industrial Property Rights
- ☐ 6. Limitation of Liability



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 18. - INSURANCE

- ☐ 1. General Requirements for Insurances
- ☐ 2. Insurance for Works and Contractor's Equipment
- ☐ 3. Insurance against Injury to Persons and Damage to Property
- ☐ 4. Insurance for Contractor's Personnel



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 19. – FORCE MAJEURE

- ☐ 1. Definition of Force Majeure
- ☐ 2. Notice of Force Majeure
- ☐ 3. Duty to Minimize Delay
- ☐ 4. Consequences of Force Majeure
- ☐ 5. Force Majeure Affecting Subcontractor
- ☐ 6. Optional Termination, Payment and Release
- ☐ 7. Release from Performance under the Law



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

Article 20. - CLAIMS, DISPUTES AND ARBITRATION

- ☐ 1. Contractor's Claims
- ☐ 2. Appointment of the Dispute Adjudication Board
- ☐ 3. Failure to Agree Dispute Adjudication Board
- ☐ 4. Obtaining Dispute Adjudication Board's Decision
- ☐ 5. Amicable Settlement
- ☐ 6. Arbitration
- ☐ 7. Failure to Comply with Dispute Adjudication Board's Decision
- ☐ 8. Expiry of Dispute Adjudication Board's Appointment



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

CLAIMS, DISPUTES AND ARBITRATION

Procedure for Claims according Old Red book:

- ☐ Time frame of 28 days is a deadline for Engineer's intention notice
- ☐ within 28 days from *delivery* of notice the Contractor must deliver all details
- ☐ The Contractor doesn't lose the right, but he gets the amount that Engineer determines if he doesn't proceed in accordance with the established time frame



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

CLAIMS, DISPUTES AND ARBITRATION

In New book:

- ☐ If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment.
- ☐ Within 42 days after the Contractor become aware the Contractor shall send to the Engineer a explanation, and the Engineer must answer in within 42 days.



Municipal Infrastructure Support Programme
An EU-funded project

MUNICIPAL INFRASTRUCTURE SUPPORT PROGRAMME

●●● Building together for the future

PROGRAM PODRŠKE RAZVOJU INFRASTRUKTURE LOKALNE SAMOUPRAVE

●●● Gradimo zajedno za budućnost

CLAIMS, DISPUTES AND ARBITRATION

In New Reed book:

- ☐ New participant for disputes solving is being introduced - Dispute Adjudication Board (DAB).
- ☐ There is no more Engineer as a first degree body for disputes solving

DAB consists of 1 or 3 members, who must act as experts commission not as arbitration.

DAB's decisions are obligatory till its possible change through Friendly agreement or Arbitration decision.