

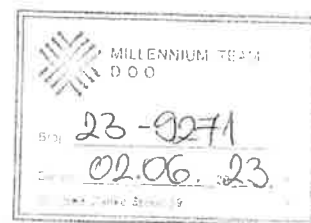
**Removal of the sunken German fleet from the Danube River near Prahovo
- 404-02-25/2022-06**

VOLUME 2

SECTION 1

CONTRACT AGREEMENT

WORKS CONTRACT



Between

Ministry of Construction, Transport and Infrastructure
Nemanjina 22-26,
11000 Belgrade,
Serbia

(The Employer).

and

of the one part,

Millennium team d.o.o. Beograd with Aqua Mont Service d.o.o.
Žanke Stokić 39
Beograd, Serbia

(the Contractor)

of the other part,

have agreed as follows:

CONTRACT TITLE: Removal of the sunken German fleet from the Danube River near Prahovo
Identification number: 404-02-25/2022-06

Whereas the Employer would like the Contractor to carry out the following work:

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and has accepted a tender by the Contractor for the design, execution and completion of such works and the remedying of any defects therein.

It is hereby agreed as follows:

- (1) In this Contract, words and expressions shall have the meanings assigned to them in the contractual conditions set out below.
- (2) The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:
 - (a) the Contract Agreement,
 - (b) the Financial offer including the Schedule of Prices and Payments (after arithmetical corrections)
 - (c) the Tender Form for a Works Contract

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- (d) Contract Data - Part A of Particular Conditions (Annex I to the Tender Form for a Works Contract)
- (e) the Part B of Particular Conditions– Special Provisions,
- (f) the General Conditions of Contract,
- (g) the Particular Employer's Requirements,
- (h) the General Employer's Requirements,
- (i) the Design Documents provided within the Volume 5.
- (j) The Contractor's Proposed Work Method Statement; and
- (k) Modifications including any Corrigendum to Tender Dossier, clarification before the deadline for submitting tenders, minutes of the information meeting/site visit and clarification from the tenderer provided during tender evaluation.

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

- (3) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor undertakes to design, execute and complete the works and remedy defects therein, in full compliance with the provisions of the Contract.
- (4) The Employer hereby agrees to pay the Contractor, in consideration of the design, execution and completion of the works and remedying of defects therein, the amount of:

Accepted Contract Amount.(without VAT) 28,900,000.00 EURO

(in words) twenty-eight million nine hundred thousand EURO

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

VAT on Payment Certificates will be paid in compliance with the national law concerning the execution of the project.

In witness whereof, the parties hereto have signed the Contract in accordance with the laws of the Republic of Serbia. This Contract shall take effect on the date on which it is signed by the last party, namely the Contractor.

Done in English in three originals, two originals for the Employer, and one original for the Contractor.

For the Contractor

Name:

Title:

Signature:

Date: 02.03.2022



For the Employer

Name:

Title:

Signature:

Date:



VOLUME II

Section 3

General Conditions of Contract

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The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for EPC/Turnkey Orihect" (FIDIC. Silver Book), Second Edition 2017, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), and the following Particular Conditions, which include amendments and additions to such General Conditions.

GENERAL CONDITIONS

The General Conditions referred to above are not reproduced in this document and can be obtained from the following address:

Fédération Internationale des Ingénieurs - Conseils (FIDIC)
PO Box 86
CH 1000 Lausanne 12
Switzerland
Tel. + 41 21 654 44 11
Facsimile: + 41 21 653 54 32
www: <http://www.fidic.org>

The Tenderer is deemed to be fully acquainted with and in possession of these FIDIC Conditions of Contract. The Tenderer may on request of the Employer be required to submit a copy duly countersigned by the person authorised to sign the Tender.

The Tenderer shall submit with his tender a copy of this page as well as the complete Section 3, Particular Conditions, all duly initialled on each page by the person authorised to sign on behalf of the Tenderer.

VOLUME 2
SECTION 2
PART B OF PARTICULAR CONDITIONS – SPECIAL PROVISIONS
CONTENTS
These conditions amplify and take precedence over the “General Conditions”, which form part of the “Conditions of Contract for EPC/TURNKEY PROJECTS” (FIDIC, Silver Book), Second Edition 2017. Unless the Particular Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Particular Conditions is not consecutive but follows the numbering of the General Conditions. Other Particular Conditions should be indicated afterwards.
The Tenderer shall submit with his tender the complete Section 3, Particular Conditions, all duly initialled on each page by the person authorised to sign on behalf of the Tenderer.

Signature:.....
(a person or persons authorised to sign on behalf of the tenderer)

Date:.....

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REFERENCE TO SUB-CLAUSE	TEXT
1	GENERAL PROVISIONS
1.1	Definitions
1.1.7	Contract
	<i>Replace Sub-Clause 1.1.7 with:</i> "Contract" means the Form of Contract Agreement and the documents listed in Clause 2 therein."
1.1.7.1	The PRAG
	<i>Add new Sub-Clause 1.1.7.1 "PRAG":</i> "The PRAG is the abbreviation for "Procurement and Grants for European Union External Actions - A Practical Guide, version 2021 " as issued by the European Commission".
1.1.80.1	Letter of Tender
	<i>Add new sub clause 1.1.80.1 with following text</i> "Sub-Clause 1.1.80.1 "Letter of Tender" means the document entitled "Tender Form for a Works Contract", which was completed by the Contractor at the time of tendering and includes the signed offer to the Employer for the Works."
1.1.80.2	No Objection
	<i>Add new Sub-Clause 1.1.80.2, with following text</i> "No Objection" means that the Employer or the Contractor (as the case may be) agrees to, or gives permission for, the requested matter, and does not mean "approve" or "approval".
1.1.27	Employer
	<i>Insert at the end of Sub-Clause:</i> "Employer is synonymous to Contracting Authority as used in the tender."
1.1.37	Foreign Currency
	<i>Replace Sub-Clause 1.1.37 with "Foreign Currency" means Euro."</i>
1.3	Notices and Other Communication
	<i>At the end of Sub-Clause 1.3 add the following text:</i> "Correspondence sent out through agreed electronic transmission shall be in each case be officially confirmed by a hard copy. Where signed documents are transmitted electronically, they shall be confirmed by delivery of hard copy of the original within five working days. Communications with local authorities agencies outside the Employer shall be in Serbian, with an accurate English translation, at the cost of the Contractor."

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1.5	Priority of Documents
	<i>In Sub-Clause 1.5, delete the sequence (a) to (i) and replace with order of precedence from "Form of Contract Agreement, (a) to (k)".</i>
1.6	Contract Agreement
	<i>Delete Sub-Clause 1.6 and substitute with the following:</i> "The Contractor shall countersign and must return the completed Contract Agreement to the Employer within 30 days, of the date of receipt of the Contract Agreement signed by the Employer, unless otherwise agreed by the Employer. The Contract Agreement signed by the Contractor shall not be valid if it is submitted to the Employer without the Performance Security as described in Sub-Clause 4.2 [Performance Security] and proof of licenses specified in the Employer's requirements."
1.11	Confidentiality
	<i>Add the following paragraph to Sub-Clause 1.11:</i> "The Contractor shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the Employer, whose decision shall be final."
1.12	Compliance with Laws
	<i>Replace the whole Sub-Clause 1.12, with:</i> "The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all other permits, permissions, licences and/or approvals, as required by the Laws in relation to the execution of the Works. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so unless the failure is caused by the Employer's failure to comply with Sub-Clause 2.2 Assistance. It is the sole responsibility of the Contractor to obtain, in due time, all other necessary permissions, licences or approvals necessary for works and operation from the competent authorities. Delay in obtaining these permissions, licences or approvals shall not entitle the Contractor neither to an extension of time, nor to any additional payment."
4	The Contractor
4.2	Performance Security
	<i>After the first paragraph add new paragraph as follows:</i> "The Performance Security, submitted by the Contractor, shall be in the format given in the Tender Dossier. The Contractor shall provide a financial guarantee for the full amount of the performance security given in the Contract Data. The financial guarantee shall be in the format provided for in the Tender Dossier and may be provided in the form of a bank guarantee, a banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the Contracting Authority. If the financial guarantee is to be provided in the form of a bank guarantee, a

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	banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the Contracting Authority. In case of Serbian Contractor, this financial guarantee shall be issued by a Serbian bank. For International Contractors this financial guarantee must be issued by a bank with a rating of at least BBB+ (Baa1) or equivalent. In case that bank has lower rating than required, it is required for International Contractor to provide an additional back-guarantee from a Serbian bank. The International Contractor will provide a financial guarantee via a correspondent bank in Republic of Serbia. The Contracting Authority withholds the right that in case of change of the Banks' rating during the Contract performance, the Contracting Authority may require the change of the financial guarantee or back-guarantee to the one that is acceptable to the Contracting Authority on the basis of this Article."
4.8	Safety Procedure
	<i>In Sub-Clause 4.8, add the following sub-paragraphs after sub-paragraph (g):</i> "(h) comply with all applicable current rules, regulations and specifications, with respect to all measures, operations and administrative steps required for the full protection of safety and health and safety and safeguarding of the environment."
4.18	Protection of the Environment
	<i>Add at the end of sub-paragraph (b) the following text:</i> "Environmental and Social Standards of EIB" <i>and</i> <i>Add at the end of this Sub-Clause:</i> "Where the Contractor's activity is subject to regulation under applicable environmental Laws, the Employer may require the Contractor to submit evidence of his compliance with such Laws, including but not limited to, the submission of any required permits, payment of fees, or compliance with any obligatory administrative procedures."
4.23	Archaeological and Geological Findings
	<i>Delete the last paragraph of the Sub-Clause 4.23 and replace with the following text:</i> "The Contractor is fully obliged to comply with provisions of the Employer's requirements related to Archaeological, Historical and Geological findings."
4.24	Environmental and Social Management Plan
	<i>Add new Sub-Clause 4.24</i> "Within 28 days after the Commencement Date, the Contractor shall submit a document entitled "Tenderer's Annual Environmental and Social Management Plan (ESMP)" in accordance with Tender Form for a Works Contract - Annex 4-Environmental and Social Covenant, Serbian legislation and best practices, with a detailed description of his proposed methods to ensure safety of the environment, personnel and the Works during all stages of design and works, until the issue of the Taking Over Certificate. The Plan (including the signed Covenant attached) shall be presented in sufficient detail to ensure that there can be no ambiguity in its interpretation at a later date. The Plan shall be subject to the approval of the Employer, who will not allow any work on Site to proceed until such time as it has been formally approved. The Approval of the Plan shall not relieve the Contractor of any of his responsibilities under the Plan. The Plan should be reported on to the

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	Employer quarterly and updated on an annual basis to take account of changing circumstances."
4.25	Visibility Measures
	<i>Add new Sub-Clause 4.25 as follows:</i> "The Contractor shall take the necessary measures to ensure the visibility of the WBIF/EIB financing or co-financing as laid down in the rules published by the WBIF. The visibility measures must comply with the rules laid down in the Communication and Visibility Guidelines published by the WBIF" https://wbif.eu/storage/app/media/Library/11.Funding/WBIF-CV-Guidelines-Updated-2020.pdf
5	DESIGN
5.1	General Design Obligations
	<i>Add at the end of the first paragraph:</i> "The Contractor shall be responsible for preparation of the Design to international/national standards and Drawings which shall meet the Employer's Requirements and Serbian Legislation. Standards guaranteeing a level of quality and performance equivalent or superior to that required shall also be accepted."
5.2	Contractor's Documents
	<i>Add at the end of the first paragraph the following text:</i> " In addition, an electronic version of any of these documents shall be supplied to the Employer in open file- as original, and not in pdf."

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6	Staff and Labour
6.1	Add at the end of Sub-Clause 6.1 "The Contractor shall ensure that foreign personnel employed by him for the execution of the Works are provided with the required resident visas and work permits. Upon request of the Contractor the Employer shall use its best endeavours to assist the Contractor in obtaining resident visas and or work permits for foreign personnel employed for the Work."
6.8	Contractors Superintendence
	At the end of Sub-Clause 6.8, insert the following paragraph: "A sufficient proportion of the Contractor's superintending staff shall also have a working knowledge of the Serbian language or the Contractor shall have a sufficient number of competent interpreters available on Site during all working hours, to ensure the proper transmission of instructions and information".
6.11	Disorderly Conduct
	<i>Add as separate paragraphs at the end of Sub-Clause 6.11:</i> "With respect to the Contractor, Subcontractors and all their respective employees: (a) The Contractor shall not allow the bringing, selling or consumption of alcoholic drinks, drugs or illegal substances on Site; (b) The Contractor shall not allow the bringing, selling or illegal carrying of weapons and ammunition on Site; The Contractor shall bear any additional cost and expenses (taxes, duties, penalties, insurance, overtime, etc.) arising as a consequence of contravention of this Clause by the employees"
	Add new Sub-clauses 6.13 to 6.16 as follows
6.13	Festivals and Religious Customs
	"In dealing with his staff and labour, the Contractor shall respect their local recognised festivals, days of rest and religious or other customs."
6.14	Measures against Insect and Pest Nuisance
	The Contractor shall at all times take necessary precautions to protect all staff and labour employed on the Site from insect nuisance, rats and other pests and reduce the dangers to health and the general nuisance by the same. The Contractor shall comply with all regulations of the local health authorities, including use of appropriate insecticide.
6.15	Epidemics
	In the event of outbreak of illness of an epidemic nature, including Covid 19, the Contractor shall comply with and carry out such regulating orders and requirements as may be made by National Authorities and the local medical or sanitary authorities for the purpose of dealing with and overcome the outbreak."
6.16	Supply of Water and Canteen Facilities.
	The Contractor shall provide on the Site an adequate supply of clean drinking and other water and canteen facilities for the use of his staff and labour.

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8	Commencement, Delays and Suspension
8.1	Commencement of the Works
	<i>Delete the first paragraph of the Sub-Clause and replace it with:</i> "The Employer shall give the Contractor not less than 7 days' notice of the Commencement Date, and this shall be within 21 days after the Employer receives the Contractor's Performance Security together with the Contract signed by the Contractor, and proof of licenses specified in the Employer's requirements."
14	Contract Price and Payment
14.1	The Contract Price
	<i>In sub-paragraph 14.1, after item (c), add new item (d) as follows:</i> "(d) The Accepted Contract Amount shall be deemed to include; • all taxes, business taxes, duties, port dues, quay dues, and other charges that may be levied in accordance with laws and regulations in force on the date 28 days prior to the latest date for submission of tender, imposed outside the Employer's Country, • taxes and other charges, in compliance with the national laws in force on the date 28 days prior to the latest date for submission of tender, concerning the execution of the project, imposed within the Employer's country, on the Contractor's equipment, plant, materials, and supplies (whether permanent or temporary) acquired for the Contract, and on services performed under the Contract.
14.2	Advance Payment
	<i>In sub-paragraph 14.2, add after first sentence:</i> The terms and conditions for the Advance Payment Guarantee shall be the same as those stated in Sub-Clause 4.2 for a Performance Security."
14.3	Application for Payment Certificates
	<i>In the first paragraph Sub-Clause 14.3, sub-paragraph (b) is deleted and replaced with the following text:</i> "(b) be submitted in one paper-original in English language, one paper-original in Serbian language, one electronic copy in both English and Serbian language and additional three (3) paper copies in both English and Serbian language; and" <i>Add at the end of the Sub-Clause 14.3 the following:</i> "All payment Certificates, excluding those for Advance Payments, shall include in full the discount offered (if any) and included in the Accepted Contract Amount, for all elements contained within the Contract Price and related Payment Certificates."

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19	Insurance
19.2.4	Insurance against Injury to Persons and Damage to Property
	<i>Insert the following text at end of first paragraph:</i> "This insurance coverage shall be extended to third parties in all cases arising from incidents in Serbia involving equipment (vehicles, vessels, machines, etc.) owned or in use by the Contractor"
19.3	Currency of Insurance
	<i>Add new Sub-Clause 19.3 as follows:</i> "The currency of all insurances under the contract shall be the Euro"
19.4	Professional Indemnity Insurance for Design
	<i>Add new Sub-Clause 19.4 as follows:</i> "The Contractor shall effect Professional indemnity insurance, which shall cover the risk of professional negligence in the As-built Design and Drawings. The minimum amount and time limits of Professional indemnity insurance for this contract shall be as stated in the Contract Data."
21	Disputes and Arbitration
21.6	Arbitration
	<i>In Sub-Clause 21.6 delete first paragraph including sub-paragraphs (a) (b) and (c) and insert the following text:</i> "Any dispute arising from or in relation to this contract, including the conclusion, interpretation, performance or termination thereof shall be settled by the Serbian courts of law having jurisdiction. Should the Serbian legislation in force at the time of dispute allow the settlement of such disputes in arbitration, parties are not prevented from unanimously deciding, during the pre-dispute negotiation, to enter into an arbitration agreement, choosing the settlement of the dispute by arbitration and not by the courts of law. Where Arbitration is unanimously decided by both parties: (a) the dispute shall be finally settled under the Rules of the Foreign Trade Court of Arbitration attached to the Chamber of Commerce and Industry in Serbia, in Belgrade, (b) For Interim and Final Payment Certificates, the final settlement must be attached and be in the language of the contract (legal translation required if settlement is not in the language of the contract)."
22	Ethics Clause
	<i>Add a new Clause 22, "Ethics Clauses" and Sub-Clauses, as follows:</i>

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22.1	Inclusion into subcontracts
	This Clause 21 shall be included in total by the Contractor in all contracts and subcontracts that the Contractor enters into under this Contract.
22.2	Conflict of Interest
	a. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests may arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which may arise during performance of the contract must be notified to the Employer without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it. b. The Employer reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interests. Without prejudice to its obligation under the contract the Contractor shall replace, immediately and without compensation from the Employer, any member of its staff exposed to such a situation. c. The Contractor shall refrain from any contact which would compromise its independence or that of its personnel. d. The Contractor shall limit its role in connection with the project to the provision of the Works described in the contract. e. The Contractor and anyone working under its authority or control in the performance of the contract or on any other activity shall be excluded from access to other EIB/WBIF funds available under the same project. However, if the Contractor is able to prove that its involvement in a previous stages of the project does not constitute unfair competition, he/she may participate, subject to the prior approval of the Employer."
22.3	Code of Conduct
	a. The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It shall refrain from making public statements about the project or services without the Employer's prior approval. It shall not commit the Employer in any way whatsoever without its prior consent and shall make this obligation clear to third parties. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other forms of intimidation shall be prohibited. The contractor shall also provide to inform the Employer of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards he/she shall report in writing within 30 days to the Employer. b. The Contractor and its staff shall respect human rights. For the duration of the contract, the Contractor and its staff must respect human rights and undertake not to violate the political, cultural and religious mores of the Republic of Serbia. c. The Contractor shall respect environmental legislation applicable in the Republic of Serbia in which the Works are executed and internationally agreed core labour standards, i.e. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour, as well as applicable obligations established by these Conventions: • Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer; • Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention); • Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention);

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	• Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols. d. The Contractor or any of its subcontractors, agents or personnel shall not abuse of its entrusted power for private gain. The Contractor or any of its subcontractors, agents or personnel shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The Contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption. e. The payments to the Contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The Contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract. f. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The EIB may carry out documentary or on-the-spot checks it deems necessary to find evidence in case of suspected unusual commercial expenses. The respect of the code of conduct set out in the present Sub-Clause constitutes a contractual obligation. Failure to comply with the code of conduct is always deemed to be a breach of the contract under Sub-Clause 15.2 of the General Conditions. In addition, failure to comply with the provision set out in the present Sub-Clause can be qualified as grave professional misconduct that may lead either to suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures. g. The Contractor and its staff are obliged to maintain professional secrecy for the entire duration of the Contract and after its completion. This Contract and all reports and documents drawn up or received by the Contractor in respect of this Contract are confidential except to the extent that the Contractor has passed the same to its Subcontractors or potential Subcontractors.
22.4	Corrupt Practices
	The Government of the Republic of Serbia and the EIB under its Anti-Fraud and Exclusion Policies, reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the Employer fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the Employer.
22.5	Supporting Evidence
	The Contractor undertakes to provide the Government of the Republic of Serbia, the European Court of Auditors, and the EIB under its Anti-Fraud and Exclusion Policies, and/or their Agencies/agents, on request with all supporting documents relating to the conditions of the contract's execution. The Government of the Republic of Serbia, the European Court of Auditors, and the EIB under its Anti-Fraud and Exclusion Policies, and/or their Agencies/agents, may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses
22.6	Failure to Comply with Ethics Clauses

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	Failure to comply with one or more of these ethics clauses may result in the termination of this Contract, the termination of their Contracts financed or part financed from Government of the Republic of Serbia funds, EIB funds and the exclusion of the Contractor from other Government of Serbia and/or EIB financed contracts. The individual or company in question must be informed on the fact in writing.
23	Checks and Audits <i>Add a new Clause 23, "Checks and Audits" and Sub-Clauses, as follows:</i>
23.1	Checks and Audits
	"The Contractor will allow the Government of the Republic of Serbia, the European Court of Auditors, the EIB under it's Anti-Fraud and Exclusion Policies, and/or their Agencies/agents, to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of original documents, the implementation of the contract. In order to carry out these verifications and audits, the bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the Contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the project. The Contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.
23.2	Protection against Financial Irregularities
	The Contractor will allow the Government of the Republic of Serbia and the European Anti-Fraud Office to carry out checks and verifications on the spot in accordance with the procedures set out in the Serbian/European Union legislation for the protection of the financial interests of the Government of the Republic of Serbia/European Union against fraud and other irregularities.
23.3	Access to Staff or Agents
	The Contractor undertakes to give appropriate access to staff or agents of, the Government of the Republic of Serbia, the European Court of Auditors, the EIB, and/or their Agencies, to the sites and locations at which the Contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to staff or agents of, the Government of the Republic of Serbia, and the European Court of Auditors, the EIB, and/or their Agencies, shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Contractor must inform the Employer of their precise location
23.4	Guarantee of Rights
	The Contractor guarantees that the rights of the Government of the Republic of Serbia, the European Court of Auditors, the EIB, and/or their Agencies/agents to carry out audits, checks and verification will be equally applicable, under the same conditions and according to the same rules as those set out in this Clause, to any supplier or subcontractor or any other party <u>benefiting</u> from Government of Republic of Serbia or EIB funds."

