

WATER SUPPLY AND SEWERAGE SYSTEM WITH WASTEWATER TREATMENT PLANT FOR SLAVONSKI BROD

CONSTRUCTION OF WASTEWATER TREATMENT PLANT

2008HR16IPR003 / 3

EuropeAid/128553/D/WKS/HR

Slavonski Brod, Brodsko – Posavska County, Croatia

CORRIGENDUM No 1

WORKS TENDER DOSSIER

Slavonski Brod, Brodsko – Posavska County, Croatia

In the Volume 1 - Instructions to Tenderes launched 24/11/2009, Section 2 – Form 2.2. Appendix to Tender, pgs 39 and 40 two rows were added, relating to the Advance payment, above the row Percentage of retention (14.3):

Instead of :

| | Sub-Clauses of FIDIC Conditions of Contract | |
|---|---|---|
| Percentage for adjustment of Provisional Sums | 13.5(b) | 10% |
| Percentage of retention | 14.3 | 10% of the Interim Payment Certificates |

Read:

| | Sub-Clauses of FIDIC Conditions of Contract | |
|---|---|---|
| Percentage for adjustment of Provisional Sums | 13.5(b) | 10% |
| Total advance payments | 14.2 | 10% of the Accepted Contract Amount |
| Number and timing of instalments | 14.2 | One instalment, paid upon delivery of the Advance Payment Guarantee |
| Percentage of retention | 14.3 | 10% of the Interim Payment Certificates |

Slavonski Brod, Brodsko – Posavska County, Croatia

In the Volume 2 – Contract launched 24/11/2009, pg 2 – Contractual Documents, content is modified and replaced by the following text:

Instead of:

| | |
|------------------|--|
| <u>Section 1</u> | Contract Form |
| <u>Section 2</u> | General Conditions of Contract |
| <u>Section 3</u> | Particular Conditions of Contract |
| <u>Section 4</u> | Performance Guarantee Form (Form of Performance Security – Demand Guarantee as per FIDIC) |
| <u>Section 5</u> | Retention Guarantee Form (Form of Retention Money Guarantee as per FIDIC) |
| <u>Section 6</u> | Disputes Adjudication Agreement Form |
| <u>Section 7</u> | Sequence of Principal Events during Contract |

Read:

| | |
|------------------|--|
| <u>Section 1</u> | Contract Form |
| <u>Section 2</u> | General Conditions of Contract |
| <u>Section 3</u> | Particular Conditions of Contract |
| <u>Section 4</u> | Performance Guarantee Form (Form of Performance Security – Demand Guarantee as per FIDIC) |
| <u>Section 5</u> | Pre - Financing Payment Guarantee Form (Form of Advance Payment Guarantee as per FIDIC) |
| <u>Section 6</u> | Retention Guarantee Form (Form of Retention Money Guarantee as per FIDIC) |
| <u>Section 7</u> | Disputes Adjudication Agreement Form |
| <u>Section 8</u> | Sequence of Principal Events during Contract |

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The content of the added Section – Pre-Financing Payment Guarantee Form (Form of Advance Payment Guarantee as per FIDIC) is enclosed on the next pages:

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Slavonski Brod, Brodsko – Posavska County, Croatia

VOLUME 2

CONTRACTUAL DOCUMENTS

Section 5

Pre - Financing Payment Guarantee Form (Form of Advance Payment Guarantee as per FIDIC)

Slavonski Brod, Brodsko – Posavska County, Croatia

ADVANCE PAYMENT GUARANTEE FORM

(To be completed on paper bearing the letterhead of the financial institution)

Project Title: WATER SUPPLY AND SEWERAGE SYSTEM WITH
WASTEWATER TREATMENT PLANT FOR SLAVONSKI BROD

Project Subtitle: CONSTRUCTION OF WASTEWATER TREATMENT PLANT

Project No: 2008HR16IPR003 / 3

Identification number: EuropeAid/128553/D/WKS/HR

Contract No: _____

Beneficiary: HRVATSKE VODE
Ulica grada Vukovara 220
HR-10000 Zagreb
(whom the Contract defines as the Employer)

For the attention of Hrvatske vode (whom the Contract defines as the "Employer").

We have been informed that _____ (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

Slavonski Brod, Brodsko – Posavska County, Croatia

At the request of the Principal, we the undersigned, [*name of bank*], hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of [the “guaranteed amount”, say:] upon receipt by us of your first demand in writing and your written statement stating:

- (a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract, and
- (b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt of the advance payment by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 14.6 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each purported notice, we shall promptly notify you of the revised guaranteed amount accordingly.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Time for Completion*) (the “expiry date”), when this guarantee shall expire and shall be returned to us.

We have been informed that the Employer may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us, within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

This guarantee shall be governed by the laws of country in which the financial institution issuing the guarantee is established and shall be subject to the Uniform Rules for Demand Guarantees, published

as number 458 by the International Chamber of Commerce, except as stated above. Any dispute arising out of or in connection with this guarantee shall be referred to the Commercial Court in Zagreb, Amruševa 2, 10 000 Zagreb, Croatia.

Date, .././..

Signature(s)