



EUROPEAN UNION RULE OF LAW MISSION IN KOSOVO

EULEX KOSOVO

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CORRIGENDUM (3)

**PUBLICATION REFERENCE: PROC/287/11/EULEX Compound Project Design and Build
(EuropeAid/132152/L/WKS/XK)**

**The following corrections are made to the Tender Dossier and Special Conditions of
Contract**

1. TENDER DOSSIER - VOLUME 2, SECTION 3: SPECIAL CONDITIONS

Previous Text:

Point 16.4 of Article 16: Insurance

16.4 Insurance shall be submitted after the contract signature but not later than **7 calendar days** prior to possession of the site by the Contractor.

Shall read now:

16.4 Insurance shall be submitted at the time of contract signature.

Previous Text:

Article 37: Variations and modifications

37.1 The possibility for other variations is excluded.

Article 37 (Variations and modifications) of the Special Conditions is herewith deleted.

Previous Text:

Article 46: Pre-financing

46. (1) and (2) The total amount of the pre-financing must not exceed 10% of the original contract price in respect of the lump-sum advance.

In accordance with the conditions and terms of the General conditions, pre-financing shall be granted to the Contractor, at his request, for operations connected with the implementation of the tasks, in the cases listed hereinafter:

- a) as a lump-sum advance enabling him to meet expenditure resulting from the commencement of the contract;

In order to obtain pre-financing payment, the Contractor must forward to the Contracting Authority the payment request and the performance guarantee. If a pre-financing is requested the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.

Shall read now:

Article 46: Pre-financing

46. (1) and (2) The total amount of the pre-financing must not exceed 10% of the original contract price in respect of the lump-sum advance.

In accordance with the conditions and terms of the General conditions, pre-financing shall be granted to the Contractor, at his request, for operations connected with the implementation of the tasks, in the cases listed hereinafter:

- b) as a lump-sum advance enabling him to meet expenditure resulting from the commencement of the contract;

In order to obtain pre-financing payment, the Contractor must forward to the Contracting Authority the payment request and the performance guarantee. If a pre-financing is requested the Contractor must provide a financial guarantee for the full amount of the pre-financing payment.

46.3 The repayment of the pre-financing shall take the form of deductions based on the monthly claims.

- a) The flat-rate pre-financing (maximum of 10%) shall be repaid by means of deductions from the 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 the 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 outlay (20% maximum) – shall be repaid by means of deductions from the 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 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 the pre-financing

Vt = the initial contract amount

D = the amount of the instalment.

Previous Text:

Article 50 – Interim payments

50.1. Requests for payment shall be based on the periods indicated in the work programme. The Contractor shall submit an application for interim payment to the Supervisor at the end of each period referred to in work programme.

The minimum amount of each interim payment shall be **20%** of the contract price, corresponding to the completion rate of the works confirmed by the Supervisor

The Supervisor shall have the power to withhold the issue of, any interim payment certificate if the works or any part thereof is not being carried out to his satisfaction.

Shall read now:

Article 50 – Interim payments

50.1. Requests for payment shall be based on the periods indicated in the work programme. The Contractor shall submit an application for interim payment to the Supervisor at the end of each period referred to in work programme.

The minimum amount of each interim payment shall be **10%** of the contract price, corresponding to the completion rate of the works confirmed by the Supervisor

The Supervisor shall have the power to withhold the issue of, any interim payment certificate if the works or any part thereof is not being carried out to his satisfaction.

3. TENDER DOSSIER - VOLUME 1, SECTION 2: TENDER FORM FOR A WORKS CONTRACT

APPENDIX TO TENDER FOR A WORKS CONTRACT

Previous Text:

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

| | Subclauses of General Conditions or Special Conditions | |
|--|---|--|
| Name and address of the Contracting Authority. | EULEX Kosovo Ndërtesa Farmed “Muharren Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo | |
| Name and address of the tenderer | To be completed by the tenderer | |
| Name and address of the representative of the Contracting Authority. | EULEX Kosovo Project Manager Ndërtesa Farmed “Muharren Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo | |
| Financing authority | CFSP-210-46/EULEX Kosovo/Bout de Marnhac Procedure under suspensive clause. | |
| Deadline for notice to commence | Refer to Special Conditions of the contract Article 34. | |
| Period of Implementation | 8 months from the date of signature of the contract by both parties, plus a Defect Liability Period of 24 months | |
| Currency | EURO | |
| Law of the contract | EU law is the law which applies to the contract, complemented, where necessary, by Belgian law | |
| Language of the contract | English | |
| Language for communications | English | |

| | | |
|---|---|--|
| Period of access to the site | Refer to Special and General Conditions of the Contract | |
| Amount of performance guarantee | 10% of the Contract Price | |
| Deadline for submission of programme | With 5 days from the signature of the contract | |
| Normal working hours | Monday – Friday 08:00hrs-18:00hrs | |
| Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works | Refer to Special Conditions of the contract Article 34. | |
| Liquidated damages for the works | 1/1000 of the contract price per day's delay | |
| Limit of liquidated damages for delay | 10% of the total contract price | |
| Percentage of retention monies | 10% of each interim payment | |
| Minimum amount of interim payment certificates | 20% of the contract price | |
| Percentage for adjustment of provisional sums | N/A | |
| Amount of insurance for design | Refer to special conditions of the contract Article 16 | |
| Amount of third-party insurance | Refer to special conditions of the contract Article 16 | |
| Periods for submission of insurance | 7 days prior to possession of the site | |

| | Subclauses of General Conditions or Special Conditions | |
|---|---|--|
| Number of members of dispute-settlement committee | Refer to General Conditions of the Contract | |
| Member of dispute-settlement committee (if not agreed) to be nominated by | Refer to General Conditions of the Contract | |
| Arbitration rules | Refer to General Conditions of the Contract | |
| Number of arbitrators | Refer to General Conditions of the Contract | |
| Language of arbitration | Refer to General Conditions of the Contract | |
| Place of arbitration | Refer to General Conditions of the Contract | |
| | | |

Shall read now:

(Note: Tenderers are required to fill in the blank spaces in this Appendix)

| | Subclauses of General Conditions or Special Conditions | |
|--|---|--|
| Name and address of the Contracting Authority. | EULEX Kosovo Ndërtesa Farmed “Muharren Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo | |
| Name and address of the tenderer | To be completed by the tenderer | |
| Name and address of the representative of the Contracting Authority. | EULEX Kosovo Project Manager Ndërtesa Farmed “Muharren Fejza” p.n. Lagja e Spitalit 10000 Pristina, Kosovo | |

| | | |
|---|--|--|
| Financing authority | CFSP-210-46/EULEX Kosovo/Bout de Marnhac Procedure under suspensive clause. | |
| Deadline for notice to commence | Refer to Special Conditions of the contract Article 34. | |
| Period of Implementation | 8 months from the date of signature of the contract by both parties, plus a Defect Liability Period of 24 months | |
| Currency | EURO | |
| Law of the contract | EU law is the law which applies to the contract, complemented, where necessary, by Belgian law | |
| Language of the contract | English | |
| Language for communications | English | |
| Period of access to the site | Refer to Special and General Conditions of the Contract | |
| Amount of performance guarantee | 10% of the Contract Price | |
| Deadline for submission of programme | With 5 days from the signature of the contract | |
| Normal working hours | Monday – Friday 08:00hrs-18:00hrs | |
| Period after the effective date during which the Contracting Authority's representative must issue notice to commence the works | Refer to Special Conditions of the contract Article 34. | |
| Liquidated damages for the works | 1/1000 of the contract price per day's delay | |
| Limit of liquidated damages for delay | 10% of the total contract price | |

| | | |
|---|--|--|
| Percentage of retention monies | 10% of each interim payment | |
| Minimum amount of interim payment certificates | 10% of the contract price | |
| Percentage for adjustment of provisional sums | N/A | |
| Amount of insurance for design | Refer to special conditions of the contract Article 16 | |
| Amount of third-party insurance | Refer to special conditions of the contract Article 16 | |
| Periods for submission of insurance | At the time of contract signature | |

| | Subclauses of General Conditions or Special Conditions | |
|---|---|--|
| Number of members of dispute-settlement committee | Refer to General Conditions of the Contract | |
| Member of dispute-settlement committee (if not agreed) to be nominated by | Refer to General Conditions of the Contract | |
| Arbitration rules | Refer to General Conditions of the Contract | |
| Number of arbitrators | Refer to General Conditions of the Contract | |
| Language of arbitration | Refer to General Conditions of the Contract | |
| Place of arbitration | Refer to General Conditions of the Contract | |
| | | |

End of Text