



EUROPEAN UNION

Delegation of the European Union to Bosnia and Herzegovina

Sarajevo, February 2016

CORRIGENDUM NO. 1

**to Tender Dossier Construction/reconstruction of the Banja Luka Basic and District Court
Republika Srpska, Bosnia and Herzegovina**

EuropeAid/ 137747/DD/WKS/BA ; EC/BiH/TEN/15/018

1) Volume 5 DRAWINGS of the Tender Dossier is supplemented with the Schemes for Locksmithing and Joinery (Schedule of doors and windows) for Basic Court and with the Roof plan drawing.

They are attached to this Corrigendum.

2) Template of the Tender guarantee in the Volume 1 of the Tender Dossier, listed as

d4d_tenderguaranteeBL_en is deleted and replaced with the template attached to this Corrigendum No.1.

All other terms and conditions of the Tender Dossier remain unchanged.

Dimitrios KALOGERAS
Head of Contracts, Finance and Audit

VOLUME 1

**SECTION 3
TENDER GUARANTEE FORM**

TENDER GUARANTEE FORM

Works contract

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

For the attention of
<Address of the Contracting Authority>
referred to below as the 'Contracting Authority'

Title of contract: **Construction/reconstruction of the Banja Luka Basic and District Court Republika Srpska, Bosnia and Herzegovina**

Publication reference: EuropeAid/137-747/DD/WKS/BA

Tender no.: EC/BiH/TEN/15/018

We, the undersigned, [name and address of financial institution], hereby irrevocably declare that we will guarantee, as primary obligor, and not merely as a surety on behalf of <Tenderer's name and address>, payment to the Contracting Authority of <amount of the tender guarantee>, this amount representing the guarantee referred to in Article 11 of the Procurement Notice.

Payment shall be made without objection or legal proceedings of any kind, upon receipt of your first written claim (sent by registered letter with confirmation of receipt) if the Tenderer does not fulfil all obligations stated in its tender. We shall not delay the payment, nor shall we oppose it for any reason whatsoever. We shall inform you in writing as soon as payment has been made.

We note that the guarantee will be released at the latest within 45 days of expiry of the tender validity period, including any extensions, in accordance with Article 15 of the Instructions to Tenderers [and in any case at the latest on (one year after the deadline for submitting tenders)].¹

The law applicable to this guarantee shall be that of Belgium. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of Belgium.

The guarantee will enter into force and take effect from the submission deadline of the tender.

Done at,/..

Name and first name: On behalf of:

Signature:

[stamp of the body providing the guarantee]

¹ This mention has to be inserted only where required, for example where the law applicable to the guarantee stipulates a precise expiry date or where the guarantor can justify that he is unable to provide such a guarantee without expiry date.