

ERRATA TO THE FIRST ACES EDITION (ISBN 978-86-88809-02-3) as of 2011/12/16

“Contract Data” substitute with **“Appendix to Tender”**

“Cost plus profit” substitute with **“Cost plus reasonable profit”**

“Dispute Adjudication Board Agreement” substitute with **“Dispute Adjudication Agreement”**

Page 8 point 15.5 delete **“for Convenience”**

Page 8 point 19.7 after the word **“Performance”** add **“under the Law”**

Page 9 point 20.3 delete **“on the Composition of the”**

Page 10 substitute sequence of **1.1.3.1 Bill of Quantities** and **1.1.1.10 Base Date**

Page 11 substitute sequence of **1.1.5.6 Section** and **1.1.1.7 Schedules**

Page 11 after **1.1.1.5 Specification** add **1.1.4.12 Statement**

Page 11 after **1.1.1.5 Specification** delete **1.1.3.3 Time for Completion**

Page 11 after **1.1.3.4 Test on Completion** add **1.1.3.3 Time for Completion**

Page 13 point 1.1.1.2 “Contract Agreement” in the middle of the sentence after the word **“agreement”** add **“if any”**

Page 13 point 1.1.1.4 “Letter of Tender” delete **“or letter of bid”**. In Serbian translation nothing has to be changed.

Page 15 point 1.1.3.1 “Base Date” after the word **“submission”** delete **“and completion”**

Page 17 point 1.1.3.6 “Tests after Completion” **“Specification”** substitute with **“provisions of the Particular Conditions”**

Page 17 point 1.1.3.7 “Defects Notification Period” expression **“which extends over twelve months except if otherwise”** substitutes **“as”**

Page 19 point 1.1.6.7 “Site” delete **“including storage and working areas”**

Page 21 point 1.4 “Law and Language” in second sentence after the word **“Contract”** add **“are written in more than one language, the version”**

Page 21 point 1.5 “Priority of Documents” line (c) **“the Tender”** substitute with **“the Letter of Tender”**

Page 23 point 1.8 “Care and Supply of Documents” in second sentence replace the word **“Employer”** with **“Contractor”**

Page 23 point 1.8 “Care and Supply of Documents” in last sentence after the word **“defect”** add **“of technical nature”**

Page 23 point 1.9 “Delay Drawings or Instructions” in second sentence instead of **“and the nature”** should be **“and details of the nature”**

Page 27 point 2.1 “Right of Access to the Site” in fifth sentence “If no such time is stated...” after the words **“the Site within such times as”** add **“as may be”** and delete expression **“without disruption”**

Page 27 point 2.1 “Right of Access to the Site” in fifth sentence “If no such time is stated...” delete expression **“without disruption”**

Page 27 point 2.4 "Employer's Financial Arrangements" delete in first sentence "before the Commencement Date and thereafter" and "punctually"

Page 27 point 2.4 "Employer's Financial Arrangements" substitute the beginning of second sentence "Before the Employer makes" with "If the Employer intends to make"

Page 29 point 3.1 "Engineer's Duties and Authority", second paragraph, last sentence, "Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer" substitute with "Employer undertakes not to impose further constraints on the Engineer's authority, except as agreed with the Contractor"

Page 35 point 4.3 "Contractor's Representative", in last sentence after the "The Contractor's Representative" add "and all of these persons"

Page 35 point 4.4 "Subcontractors", second paragraph, item (a), delete word "solely"

Page 37 point 4.6 "Co-operation", second paragraph, first sentence, delete "to suffer delays and/or"

Page 41 point 4.12 "Unforeseeable Physical Conditions", paragraph six replace "Upon" with "After"

Page 41 point 4.12 "Unforeseeable Physical Conditions", delete "the Contractor's interpretation of"

Page 41 point 4.13 "Rights of Way and Facilities"

"Unless otherwise specified in the Contract the Employer shall provide access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works."

substitute with

"The Contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require, including those for access to the Site. The Contractor shall obtain, at his risk and cost, any additional facilities outside the Site which he may require for the purposes of the Works."

Page 43 point 4.18 "Protection of Environment", second paragraph substitute "stated" with "indicated" and "or" with "and shall not exceed the values"

Page 49 point 5.2 "Objection to Nomination"

- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:

substitute with

- (b) the subcontract does not specify that the nominated Subcontractor shall indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the subcontract does not specify that, for the subcontract work (including design, if any), the nominated Subcontractor shall:

Page 49 point 5.3 "Payments to nominated Subcontractors" delete **"shown on the nominated Subcontractor's invoices approved by the Contractor"** from first sentence

Page 55 point 7.4 "Testing" delete **"Except as otherwise specified in the Contract"** from the beginning of second sentence

Page 57 point 7.7 "Ownership of Plant and Materials"

item a) substitute **"incorporated in the Works"** with **"delivered to the Site"**

item b) substitute **"paid to the corresponding"** with **"entitled to payment of the"**

Page 71 point 11.3 "Extension of Defects Notification Period" delete **"attributable to the Contractor"**

Page 73 point 11.11 "Clearance of Site" substitute **"receipt by the Contractor"** with **"the Employer receives copy"**

Page 75 point 12.1 "Works to be Measured, third paragraph, second sentence, delete **"and certify the payment of undisputed part"**

Page 75 point 12.3 "Evaluation", sub-paragraph a)

item i) substitute **"25%"** with **"10%"**

item ii) substitute **"0,25%"** with **"0,01%"**

Page 81 point 13.8 "Adjustments for Changes in Cost", substitute **"for local and foreign currencies included in Schedules"** with **"included in the Appendix to Tender"** in first sentence

Page 83 point 13.8 "Adjustments for Changes in Cost", third paragraph, in sentence "For this purpose, reference shall be made to the values..." after the word **"dates"** add **"(quoted fourth and fifth columns respectively of the table)"**

Page 83 point 13.8 "Adjustments for Changes in Cost", third paragraph, in sentence "In cases where the "currency of index"..." after the word **"index"** add **"(stated in the table)"**

Page 85 point 14.2 "Advance Payment", delete **"and cash flow support"**

Page 85 point 14.3 "Application for Interim Payment Certificate", sub-paragraph d) after the word **"added"** add **"and deducted"** and delete **"(if more than one instalment)"**

Page 87 point 14.4 "Schedule of Payments", sub-paragraph c) after the words **"to which progress is less"** delete **"or more"**

Page 87 point 14.5 "Plant and Materials intended for the Works", second paragraph substitute **"Schedules"** with **Appendix to Tender"**

Page 89 point 14.6 "Issue of Interim Payment Certificates", first paragraph, second sentence substitute Word **"deliver"** with **"issue"** and delete words **"and to the Contractor"**

Page 89 point 14.6 "Issue of Interim Payment Certificates", sub-paragraph a) add missing words **"rectification or replacement has been completed; and /or"**

Page 89 point 14.8 "Delayed Payment", second paragraph, first sentence, delete **"or if not available, the interbank offered rate"**

Page 91 point 14.9 "Payment of Retention Money", substitute **"half (50%)"** with **"two-fifths (40%)"**

Page 91 point 14.11 "Application for Final Payment Certificate", second paragraph, first sentence, delete **"within 28 days from receipt of said draft"**

Page 93 point 14.13 "Issue of Final Payment Certificate"

- first sentence, after words **"the Final Statement and"** add word **"written"**, substitute word **"deliver"** with **"issue"** and delete **"and to the Contractor"** further in same sentence
- sub-paragraph a) delete **"he fairly determines"**

Page 93 point 14.14 "Cessation of Employer's Liability", last sentence add at the beginning **"However"**

Page 93 point 14.15 "Currencies of Payment", substitute **"Schedule of Payment Currencies"** with **"Appendix to Tender"** everywhere

Page 97 point 16.1 "Contractor's Entitlement to Suspend Work" delete whole second paragraph **"Notwithstanding the above..."**

Page 99 point 16.4 "Payment on Termination", sub-paragraph c), after the words **"pay to the Contractor the amount of any loss"** add **"of profit or other loss"**

Page 101 point 17.1 "Indemnities", sub-paragraph b), item ii), substitute words **"Employer"** and **"Employer's Personnel"** with **"Contractor"** and **"Contractor's Personnel"** respectively

Page 105 point 17.6 "Limitation of Liability", second paragraph after words **"[Employer's Equipment and Free"** add **"Issue"**

Page 105 point 18.1 "General Requirements for Insurances", second paragraph, substitute **"acceptable to the Contractor"** with **"consistent with the details annexed to the Particular Conditions"**

Page 107 point 18.2 "Insurance for Works and Contractor's Equipment", sub-paragraph b), substitute **"Party actually bearing the costs of rectifying the loss or damage"** with **"between the Parties for the sole purpose of rectifying the loss or damage"**

Page 111 point 19.2 "Notice of Force Majeure" in first sentence after the word **"performing"** add **"any of"** and delete word **"substantial"**

Page 111 point 19.2 "Consequences of Force Majeure" in first sentence after the word **"performing"** add **"any of"** and delete word **"substantial"**

Page 113 point 19.6 "Optional Termination, Payment and Release", sub-paragraph c), add **"any"** at the beginning of the sentence and delete words **"and necessarily"**

Page 117 point 20.3 "Failure to Agree on the Composition of the Dispute Adjudication Board"

- delete from the title **"on the Composition of the"**
- sub-paragraph a) delete **"[Appointment of Dispute Adjudication Board]"**
- sub-paragraph b) delete **"or fails to approve a member nominated by the other Party"**

Page 119 point 20.4 "Obtaining Dispute Adjudication Board's Decision", delete from sentence **"If either Party is dissatisfied with the DAB's decision..."** delete **"and intention to commence arbitration"**

Page 119 point 20.5 "Amicable Settlement", delete from second sentence **"and intention to commence arbitration"**

Page 119 point 20.6 "Arbitration", first sentence, substitute sentence

"Unless indicated otherwise in the Particular Conditions, any dispute not settled amicably and in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration."

substitute with

"Unless settled amicably, any dispute not settled amicably and in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by international arbitration."

Page 119 point 20.6 "Arbitration", second paragraph, second sentence, delete **"representatives of the Parties"**

APPENDIX, General Conditions of Dispute Adjudication Agreement, point 5 General Obligations of the Employer and the Contractor, at the end of first sentence add **"and except to the extent that prior agreement is given by the Employer, the Contractor and the Other Members (if any)."**

APPENDIX, General Conditions of Dispute Adjudication Agreement, point 6 Payment,

- third paragraph, first sentence, substitute **"one third"** with **"50%"**
- sub-paragraph c) substitute **"as well"** with **"including"** and after **"faxes and telexes"** add **"travel expenses, hotel and subsistence costs"**
- penultimate paragraph, in the beginning of last sentence after words **"In addition"** add **"to all other rights arising from this default, the Employer shall be entitled to"**

APPENDIX, General Conditions of Dispute Adjudication Agreement, point 8 Default by the Member, delete **"of his"** and **"(a)-(d) above"**

APPENDIX, General Conditions of Dispute Adjudication Agreement, point 9 Disputes, delete from paragraph

- at the end of first sentence **"by institutional arbitration"**
- Beginning of first second sentence **"If no other arbitration institute is agreed, the arbitration shall be conducted"**

ANNEX Procedural Rules point 2, second sentence, delete **"and, as far as reasonable, to endeavor to prevent potential problems or claims from becoming disputes"**