



Date: December 8, 2023

Title: Painting Services for The Embassy of Canada to Chile, Santiago

Solicitation Number: 24-245950

The following supplements and/or supersedes the solicitation document. This addendum forms part of the contract documents and is to be read, interpreted, and coordinated with all other parts. Any change to the cost of the work as a result of this addendum is to be included in the price proposal.

Addendum # 3

1. C. Article of Agreement, C11. Mobilization Advance:

DELETE:

“Not Applicable.”

INSERT:

“His Majesty shall make an advance payment of 10% of the contract amount (C8) in accordance with TP11 of the Terms of Payment (Section “II”).”

2. Section “II” – Terms of Payment, TP11 Mobilization Advance:

DELETE:

“Not Applicable.”

INSERT:

- “11.1 His Majesty shall make an advance payment, as an interest-free loan for mobilization, when the Contractor submits an invoice and the guarantees in accordance with this Sub-Clause. The total advance payment shall be the amount stated in C11 of the Contract Amount defined in article C8.
- 11.2 The Contractor shall deliver to the Departmental Representative in respect of the Advance Payment a written claim in a form acceptable to the Departmental Representative along with a Contract Security in accordance with Section “V” - Contract Security Conditions and a guarantee in amounts and currencies equal to the advance payment. The guarantee shall be issued by an entity approved by His Majesty.
- 11.3 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount may be progressively reduced by the amount repaid by the Contractor as indicated in the Progress Payments. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date twenty-eight (28) days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.
- 11.4 The advance payment shall be repaid through percentage deductions in the Progress Payments. Deductions shall be made at the amortization rate of twenty five percent (25%) of the amount of each Progress Payments (excluding advance payments and deductions and repayments of retention) in the currencies and proportions of the advance payment, until such time as the advance payment has been repaid. If the advance payment has not been repaid prior to the issuance of the Interim Certificate of Completion or prior to Termination of the Contract, the whole of the Balance outstanding shall become due and payable by the Contractor to His Majesty.

All other conditions and requirements remain unchanged.