

Bidding documents for the procurement of goods

Procurement number: ICB No. **IOP/08-2015/G**

Subject: Procurement of furniture for the needs of scientific and research organizations

Location: Republic of Serbia

The following modifications are made to the Bidding document for procurement of Goods:

Original text in the Section II, Bid Data Sheet ITB 16.1 and ITB 16.2 (p. 33)

ITB 16.1	Not applicable.
ITB 16.2	Not applicable.

Is erased from Section II, Bid Data Sheet.

Text from Section I Instructions to bidders, clauses 16.1 and 16.2 (p. 15) is to be applied.

- **Original text, Section III Qualification and evaluation criteria, ITB 36 Qualification, a) Legal capability:**

"Bidders registered in Register of bidders, whose functioning is entrusted to Serbian Business Register Agency, according to Public Procurement Law of Serbia, shall be considered fulfilling abovementioned requirements and no related documentary evidences should be submitted"

- **is changed as follows:**

"Bidders who are registered in the Register of bidders as **evidence for the fulfilment of the conditions from 1) to 3)**, submit the Certificate from Business Registers Agency."

- **Original text in Section IX Special Conditions of Contract, GCC 16.1:**

"The method and conditions of payment to be made by the Purchaser under this Contract shall be as follows:

45 (forty-five) days from the date of the receipt of the invoice with the accompanying documents.

Bidders, resident companies, must submit the following documents:

- An invoice with details about the type, quantity and value;**
- Delivery note signed by the person authorized to receive the goods referred to in the List of goods and data on delivery or authorized researcher in accordance with the official records of the Ministry of Education, Science and Technological Development**
- Delivery Protocol (to be downloaded from the software application);**
- Certificate of Quality of Goods, if required for that type of Goods;**

Payable in dinars at the middle exchange rate of the National Bank of Serbia on the day of the Bid opening for Bidders – resident companies of the Republic of Serbia, who used the

Bidders, non-resident companies, must submit the following documents:

- a) An invoice with details about the type, quantity and value;***
- b) CMR;***
- c) SAD - Single Administrative Document;***
- d) Delivery note signed by the person authorized to receive the goods referred to in the Price Schedule with the technical specifications and Delivery Schedules or authorized researcher in accordance with the official records of the Ministry of Education, Science and Technological Development***
- e) Delivery Protocol (to be downloaded from the software application)***

The Supplier will be required to use a software application on delivery recording developed by the Purchaser.

- Is changed as follows:

“The method and conditions of payment to be made by the Purchaser under this Contract shall be as follows:

i) If advance payment is requested:

Advance Payment: Forty (40) percent of the Contract Price shall be paid within forty-five (45) days from submission of invoice and bank guarantees: (1) for performance security of the contract and (2) advance payment in equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

The other 60 (sixty) percent shall be paid within 45 (forty-five) days from the day of receipt of the invoice with the following documents.

If the Bidder does not submit the Advance Payment Security, it shall be considered that no advance payment is required.

ii) If advance payment is not requested:

within forty-five (45) days from the receipt of invoice and the following documents:

Bidders, resident companies, must submit the following documents:

- a) An invoice with details about the type, quantity and value;***
- b) Delivery note signed by the person authorized to receive the goods referred to in the List of goods and data on delivery or authorized researcher in accordance with the official records of the Ministry of Education, Science and Technological Development***
- c) Delivery Protocol (to be downloaded from the software application);***

Payable in dinars at the middle exchange rate of the National Bank of Serbia on the day of the Bid opening for Bidders – resident companies of the Republic of Serbia, who used the currency of the European Economic and Monetary Union

Bidders, non-resident companies, must submit the following documents:

- a) An invoice with details about the type, quantity and value;***
- b) Delivery note signed by the person authorized to receive the goods referred to in the Price Schedule with the technical specifications and Delivery Schedule;***
- c) CMR;***

- d) *SAD - Single Administrative Document;*
- e) *Delivery Protocol (to be downloaded from the software application)*

The Supplier will be required to use a software application on delivery recording developed by the Purchaser."

- Original text in Section X Contract Forms, Table of forms:

1. Contract Agreement	<i>Error! Bookmark not defined.</i>
2. Performance Security.....	92

-is changed as follows:

1. Contract Agreement.....	91
2. Performance Security.....	92
3. Bill of exchange authorization.....	95
4. Advance Payment Security.....	97

In Section X Contract Forms, at the last page of bidding document the following is added:

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: JUP Istraživanje i razvoj d.o.o Beograd, No. 22-26, Nemanjina Street 11000 Belgrade, The Republic of Serbia

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a Joint Venture/Consortium shall be the name of the Joint Venture/Consortium] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably and unconditionally undertake to pay the Beneficiary, on the first call, any sum or sums not exceeding in total an amount of [insert amount in figures] _____() [insert amount in words]_____1 upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

The changes are given in the table above.

All other conditions from the bidding document remain unchanged.

The abovementioned changes are a constituent part of bidding document.

H. Maxwold