

Based on the article 7. Paragraph 1. Clause 2) sub-clause (1) of the Law on public procurement („Official Gazette of the Republic of Serbia, No. 124/2012, 14/2015 and 68/2015), article 81. of the Rulebook on public procurement process number 8015 dated 29.12.2015. article 16. paragraph 1. clause 2) Decision on the establishment of a limited liability company for managing of the project Research and Development in Public Sector number: 02-5424/2010 dated 22.07.2010 (Official gazette of RS, No. 51/2010, 72/2013, 24/2014 and 65/2014), and the opinion of the Committee for solving the Requests by the suppliers for the correction of delivery deadlines during the realization of contract within the Public Sector Research and Development project (hereinafter: Committee) number 61/2017 dated 02.03.2017. acting Director of the Purchaser „JUP Istraživanje i razvoj“ d.o.o. Beograd delivers

DECISION ON CONTRACT AMENDMENT **number 12571 dated 14.10.2016.**

1. Deadline for the delivery of goods and services is changed according to the contract on delivery of goods and services, concluded with the company **Alfamed d.o.o. Beograd**, Ljubomira Stojanovića 3, 11000 Belgrade, Republic of Serbia, company identification number 07431279, TIN 100209988 (hereinafter: Supplier), filed at the Purchaser under number 12571 dated 14.10.2016. filed at the Supplier under number U-88/16 dated 28.10.2016. (hereinafter: Basic contract), according to the conducted procurement procedure number IOP/09-2015/NCE/2, so that the final delivery deadline for goods and services is **15.04.2017.**

2. Based on this Decision on contract amendment, Annex I of the Basic contract shall be created.

3 This Decision should be submitted to the other contract party within three days from the day of its delivery.

R A T I O N A L E

Data on the Purchaser: „JUP Istraživanje i razvoj“ d.o.o. Beograd, with headquarters in Belgrade, Nemanjina street 22-26, company identification number: 20668890, TIN: 106729004.

Data on the procurement: procurement of goods, procurement number: IOP/09-2015/NCE/2 - Procurement of new capital equipment for the needs of scientific and research organizations, name from the procurement general vocabulary - various equipment, procurement mark: 39290000-1.

Upon the conducted procurement procedure number IOP/09-2015/NCE/2 - Procurement of new capital equipment for the needs of scientific and research organizations, for lot 43 – Ultracentrifuge, a contract is concluded with company Alfamed d.o.o. Beograd (hereinafter: Supplier).

Ultracentrifuge, a contract is concluded with company Alfamed d.o.o. Beograd (hereinafter: Supplier).

On 01.02.2017. Alfamed d.o.o. (hereinafter: Supplier) sent a Request for the delivery deadline extension (filed under number 670 dated 01.02.2017.) for Lot no. 043- Ultracentrifuge, according to the Procurement contract number 12571 dated 14.10.2016., filed at the Supplier under number U- 88/16 dated 28.10.2016 (hereinafter: Contract), so that the original delivery deadline of 90 (ninety) days, which expired on 23.02.2017. is prolonged until 20.04.2017.

Bidding document, Section VII - Schedule of Requirements, foresees that the delivery period starts from the day of advance payment. Since the advance was paid on 25.11.2016. and the delivery period, foreseen in the contract, is 90 days, the Supplier was obliged to deliver the goods no later than 23.02.2017.

According to the statement of the Supplier, the delay in the delivery of the mentioned goods happened due to the production capacities of the manufacturer being closed for a longer period of time due to multiple earthquakes, which happened at the beginning of this year in Japan, where the production capacities are located for the mentioned centrifuges.

On 06.02.2017. the Committee sent a request to the Supplier to submit the appropriate evidence which shall confirm this statement. On 09.02.2017. the Supplier submitted the statement by the manufacturer Thermo Fisher Scientific (filed under number 790 dated 09.02.2017.), in which it confirms that there has been an unexpected delay in the delivery of the mentioned equipment due to the earthquake in Japan, where their subcontractor has the plant.

On 09.02.2017. the Committee sent a request, via e-mail, to the Supplier to submit the statement of the manufacturer which encountered a force majeure – earthquake, due to which the delay of the delivery deadline for the mentioned equipment happened. Since the response was not received by 21.02.2017. the Committee sent a request to the Supplier once again. On the same day, 21.02.2017., the Supplier submitted the statement of the manufacturer Thermo Fisher Scientific, which confirms that their subcontractor in Japan manufactures the parts **in their name and on their behalf**, as well as the declaration on conformity.

Provision 34.1. of General Conditions of Contract foresees that if at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. The same provision foresees that the Purchaser can extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

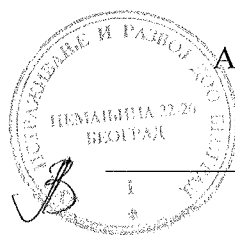
Provision 32.1. of General Conditions of Contract foresees that the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its

Considering that the expiration date of the Advance payment guarantee is until 20.04.2017. and having in mind that the request by the Supplier for the extension of the delivery deadline is until 20.04.2017., the Committee is of opinion that unless the Advance payment guarantee is extended it is possible to extend the delivery deadline until 15.04.2017.

Pursuant to the abovementioned, the Committee is of opinion that the Supplier could not fulfil his obligation in the contracted deadline, i.e. that he is in delay with fulfilling his obligation due to circumstances which happened after the conclusion of the contract which he could not prevent, remove or avoid, as well as that the Supplier acted, regarding everything else, in accordance with the provisions of the Contract, so that it is justified to have the delivery deadline from the mentioned contract, which expires on 23.02.2017., prolonged until 15.04.2017.

Having in mind the aforementioned, it has been decided as in the enacting clause.

Legal remedy: It is not allowed to submit the complaint against this decision.



ACTING DIRECTOR

PhD Goran Kvirgić