

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, 110/2016 and 26/2017) 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 129/2017 dated 24.04.2017. Acting Director of the Purchaser „Jedinica za upravljanje projektima u javnom sektoru” d.o.o. Beograd delivers

**DECISION ON CONTRACT AMENDMENT**  
**number 12563 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 number 12563 dated 14.10.2016., concluded with the company **Analysis d.o.o. Beograd**, Gandijeva 76a, 11070 New Belgrade, Republic of Serbia, company identification number 17152491, TIN 100429024 (hereinafter: Supplier), filed at the Purchaser under number 12563 dated 14.10.2016. filed at the Supplier under number 2085 dated 18.10.2016. (hereinafter: Basic contract), within the public procurement number IOP/09-2015/NCE/2, so that the final delivery deadline for goods and services is **15.05.2017**.
- 2.** Based on this Decision on contract amendment, Annex II of the Basic contract shall be created.
- 3.** This Decision shall 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: „Jedinica za upravljanje projektima u javnom sektoru” 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 9 – High resolution GC/MS a contract is concluded with company Analysis d.o.o. Beograd (hereinafter: Supplier).

On 20.04.2017. Analysis d.o.o. Beograd (hereinafter: Supplier) sent a Request for the delivery deadline extension (filed under number 2173 dated 20.04.2017.), for Lot no 9, so that the delivery deadline which expired on 31.03.2017. is prolonged until 15.05.2017.

Reasons for which the Supplier sent a request for the extension upon the expiration of the deadline are the following:

On 30.03.2017., Supplier informed the Purchaser that he had delivered a contracted item – instrument High resolution GC/MS, except one standard - 13 FLUORODIBENZO (A,I) PYRENE 10MG. The problem which arose regarding the delivery of the mentioned standard is that on 27.03.2017, the company Kefo d.o.o. Beograd through which that standard is ordered, informed the Supplier that it is unable to produce the mentioned standard within the foreseen deadline, for which it submitted the manufacturer's statement (Toronto Research Chemicals) on 22.03.2017. Considering this situation the Supplier suggested, among other things, to have the value of the Basic contract decreased by the value of the standard, because it is uncertain if the manufacturer shall be able to synthesize the mentioned standard, i.e. to extend the validity of the Basic contract. However, it is not possible to foresee, at this moment, the deadline within which the standard could be delivered (which can be concluded from the letter sent by the manufacturer Toronto Research Chemicals dated 22.03.2017.). Also, the Supplier states that he delivered the device High resolution GC/MS DFS with the following standards so that the device has been installed and is working and that the users are trained to work on it.

Then, on 06.04.2017., the Supplier informed (letter number 426) the Purchaser that the company Kefo d.o.o. Beograd informed him on 06.04.2017. on the inability to produce the standard which was not delivered, for which he submits the statement of the manufacturer Toronto Research Chemicals number 425 dated 06.04.2017. Having in mind that the mentioned standard cannot be produced the Supplier sent a request to exclude that standard and to create the Annex of the contract in order to have the amount reduced by the value of the standard which cannot be produced.

Having in mind the abovementioned, the Purchaser sent a request to the end user, Institute of Meat Hygiene and Technology, to make a statement on everything the Supplier stated, as well as to the Supplier to submit the additional appropriate evidence on his claims regarding the inability to deliver the mentioned standard.

Institute of Meat Hygiene and Technology sent a letter number 1294 dated 18.04.2017. (filed at the Purchaser under number 2127 dated 18.04.2017.) where it informs the Purchaser that the delivery and the installation of the contracted item has been successfully done except the standard 13 FLUORODIBENZO (a,I) PYRENE, which was not delivered. It also states that the standard is not essential for the functioning of the entire device, i.e. that it not being delivered shall not lead to any difficulties or inabilities in the functioning of the device. However in the mentioned letter, the end user states that by insight into the letter of the Purchaser he noticed that the standard which the Supplier is unable to deliver – 13 FLUORODIBENZO (a,i) PYRENE, is not the requested standard which is contracted in the procurement process, which is - 13 FLUORODIBENZO (a,I) PYRENE.

Pursuant to the abovementioned, Purchaser sent a letter to the Supplier to clarify the statement of the end user, to which the Supplier replied by a letter number 485 dated 20.04.2017. (filed at the Purchaser under number 2173 dated 20.04.2017.), that an apparent error has occurred, i.e. that Kefo d.o.o. Beograd during ordering the standard from the manufacturer, made an unintentional error, that he instead of 13 FLUORODIBENZO (a,i) PYRENE ordered 13 FLUORODIBENZO (a,i) PYRENE, due to the existence of five isomers of dibenzopyrene of similar name. The Supplier reacted urgently with the goal of attempting to find the contracted standard, and he found it, according to the Supplier, it can be delivered until 15.05.2017.

According to everything abovementioned, Supplier sent a request to the Purchaser to have the delivery deadline extended until 15.05.2017.

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, 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.

Taking into consideration all circumstances the Supplier stated, which led to Supplier sending the request for the extension of the delivery deadline upon its expiration, and especially taking into consideration the fact that he has delivered and installed the entire device within the deadline, except the mentioned standard whose price is 7,500.00 euros (he has performed most of contracted obligations, considering that the contracted price of the device is 537,150.00 euros), as well as that the Sector of economic affairs of the Purchaser provided the opinion (letter number 133/2017 dated 24.04.2017.) that it is not possible to conduct partial payment for the part of the delivered items, which would have the consequence of payment of penalty in relation to the entire contracted price, and not only to the value of the standard which is not delivered, the Committee is of opinion that the Supplier's request is founded, which is stated in the Opinion of the Committee number 129/2017 dated 24.04.2017.

Pursuant to everything abovementioned, it has been decided as in the enacting clause.

**Legal remedy:** No complaints are allowed against this decision.

  
ACTING DIRECTOR  
Goran Kvrđić PhD