

JSC Belgrade Nikola Tesla Airport
Public Procurement Commission 48/2013

10 Reference number: 7219

Date: 26. 12. 2013
Belgrade

**Subject: Amendment of tender documentation for the procurement in open procedure
"BAG MESSAGE SERVICE – BMS" no. 48/2013**

Pursuant to article 63 of the Public Procurement Law ("Official Gazette of Republic of Serbia" No. 124/12), the Purchaser, within the period provided for the submission of bids, amended tender documentation.

Amendments of tender documentation are the following:

1. On the page 13 of tender documents, in the section 3.4.2, paragraph 3, sentence „2nd level of support and maintenance will be performed by the Tenderer, in the manner and within the time limits described in Table of corrective maintenance” will be deleted and replaced with the sentence “2nd level of support and maintenance will be performed by the Tenderer, in the manner and within the time limits that refers to the last paragraph of section 3.4.2.”.
2. On the page 33 of tender documents, section II Manner of service will be amended with following sentence: *“The Supplier shall perform the services described in the document entitled “Service Schedule for Bag Message” in accordance with the Project Plan, each of which are attached to, and form part of, this Contract.”*
3. On the page 34 and 35 of tender documents, section IV Manner of payment, Art. 3, paragraphs 5, 6 and 7 will be deleted and replaced with following paragraph “The public procurement contract is concluded under the suspensive condition until provision of the funds for adoption of the Business Plan in 2014. or decision on temporary financing”.
4. On the page 25 of tender documents, section 11 will be deleted and replaced with following paragraph “The public procurement contract is concluded under the suspensive condition until provision of the funds for adoption of the Business Plan in 2014 or decision on temporary financing”.
5. On the page 35 of English translation of tender documents, section VI Delivery Schedule, Art. 5, second sentence will be deleted and replaced with following “The Supplier shall, within the service Initial Setup of Information System, submit to the Purchaser schedule of activities, respecting the offered deadline for provision of the service”.
6. On the page 36 of English translation of tender documents, section VII Quantitative and quality acceptance, Art. 6, fifth paragraph will be deleted and replaced with following paragraph “If the quantity and quality acceptance establishes that the quantity and quality of delivered Information System and rendered service of Initial Setup of Information System differ from the

elements of the technical specification, the Purchaser shall make a report on it, based on which the Supplier is required to deliver the shortage of goods and render unrendered service within perform the missing service within thirty (30) days, at his own expense”.

7. On the page 36 of English translation of tender documents, header of section VIII Quality and warranty will be replaced with VIII Quality, warranty and liability and Art. 7 will be deleted and replaced with following:

“The Supplier shall deliver goods and provide service under Article 1 this Contract in all as per requested technical specification and with due professional care.

Supplier shall, at the conclusion of the Contract, submit to the Purchaser Performance Bond in the amount of 10% of the total value of Information System and Initial Setup of Information Systems. If the supplier is based in a foreign country, he is required to submit a bank guarantee by sending the SWIFT message sent to a business bank of the Purchaser within three (3) working days from the date of conclusion of the contract, otherwise the contract will be considered null and void. The bank guarantee will be irrevocable, unconditional, without right to protest and payable on the first call. Performance Bond will be valid at least 15 days longer than the deadline for execution of the service Initial Setup of Information System.

Supplier shall, at the conclusion of the Contract, submit to the Purchaser Advance Payment Guarantee for return of advance payment in the required amount of advance payment. Advance Payment Guarantee will be irrevocable, unconditional and payable on the first call with a validity of 15 days longer than the deadline for execution of the service Initial Setup of Information System.”

8. On the page 36 of English translation of tender documents, Art. 8, first sentence will be deleted and replaced with „If the Purchaser, after provision of service, or within thirty (30) days at the latest from the takeover date, finds deficiencies in the quality, that could not be observed at the qualitative acceptance, he shall promptly notify the Supplier in writing about it and invite him to eliminate all deficiencies within thirty (30) days.”

9. On the page 37 of English translation of tender documents, Art. 9, second paragraph will be deleted and replaced with following “In case the Supplier fails to provide requested availability of system software of 99.9%, measured on an annual basis, he undertakes to pay to the Purchaser damages for each hour in excess of maximum allowable time of system failure defined above, at the rate of 0.2% of the value (VAT excluded) set in Art.2, paragraph 4 of this Contract.”

10. On the page 37 of English translation of tender documents, Art. 10 first sentence will be deleted and replaced with following “In case the Supplier fails to perform its obligations under this Contract the Purchaser is entitled, at his own discretion, to proportional reduction of price and unilateral termination of the Contract.

11. On the page 37 of tender documents, Art. 12 will be amended with following sentence: *“The Supplier must deliver to the Purchaser license to use the materials, equipment and software provided by the Supplier solely for the purposes of this Contract and for the duration of this Contract. The Customer undertakes not to use, or authorize any third party to use, such materials, equipment and software for a purpose outside the scope of this Contract.”*

12. On the page 37 of English translation of tender documents, Section XI Transitional and final provisions, Art. 12 is deleted and replaced with Art. 13. Respectively, Art. 13 is deleted and replaced with Art. 14, Art. 14 is deleted and replaced with Art. 15 and Art. 15 is deleted and replaced with Art. 16.

13. On the page 37 of tender documents, Art. 13 is amended with following: "This contract is concluded for the period of execution of contractual obligations by both parties."

14. On the page 43 of English translation of tender documents in the first paragraph of Bank statement on the issuance of performance bond, "5%" will be deleted and replaced with "10%".

Rest of the tender documentation remains unchanged.

This amendment is integral part of tender documentation for the procurement in open procedure no. 48/2013 "BAG MESSAGE SERVICE – BMS".



Committee president
Nenad Sakić

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