

**Invitation to Quote (ITQ) - Shopping of Subscription for AutoCAD licenses**

Project Title: **Real Estate Administration Land Administration and Management Project**  
Source of Funding: **Loan No.: 7647-ME**  
Contract Ref: **MNE-LAMP-7647-ME-SH-G-15-A.2.6.13**  
Contract Title: **Shopping of Subscription for AutoCAD licenses**  
Date: **November 20, 2015**

To:

Dear Supplier,

1. You are invited to submit your price quotation for the supply of the following items:

Product Name	Product Type	Number of licenses
Autodesk AutoCAD 1 Year Subscription	SLM	23
Autodesk AutoCAD 1 Year Subscription	NLM	8
Autodesk AutoCAD Civil 3D 1 Year Subscription	NLM	6
AutoCAD MAP 3D 1 Year Subscription	NLM	2

Information on technical specifications and required quantities are attached.

2. You must quote for all the items and quantities under this invitation. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items.
3. Your price quotation in the form attached may be submitted by hand or mail at the below address (para 7).
4. The deadline for receipt of your quotation by the Purchaser at the addressed indicated in this paragraph: **November 27, 2015, 14,00h.**
5. Your quotation in duplicate and in English language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English or Montenegrin language) for each item quoted, including names and addresses of firms providing service facilities in Montenegro. **A Bidder that does not manufacture or produce the required licenses shall submit the Authorization issued by Manufacturer or regional distributor, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods/Services in the Purchaser's Country.**
6. Your quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) PRICES: The prices should be quoted in EUR for the Total Cost at final destination Podgorica (end user's address indicated in Paragraph 7), which includes all taxes, VAT, customs, duties, inland transportation and insurance, loading and unloading.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of the total price at final destination as per para. 2 above.

In evaluating the quotations, the Purchaser will determine for each bid the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Supplier refuses to accept the correction, his quotation will be rejected.

(iii) AWARD OF PURCHASE ORDER: The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Invitation to Quote.

7. Further information can be obtained from address below:

Real Estate Administration Department  
Ul Bracana Bracanovića bb  
Podgorica  
Montenegro  
Tel: +382 20 444 040  
Fax: +382 20 444 004

Email address: bozzop@gmail.com

8. Inspections and Audits

8.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located.

8.2 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5

Fraud and Corruption of the Form of Contract, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

Sincerely,

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## **FORM OF CONTRACT**

THIS AGREEMENT number **MNE-LAMP-7647-ME-SH-G-15-A.2.6.13** made on \_\_\_\_\_, \_\_\_ 2015, between **Real Estate Administration Department, Bracana Bracanovića bb, Podgorica, Montenegro**, (hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for Shopping of Subscription for AutoCAD licenses to be supplied by Supplier, viz. Contract MNE-LAMP-7647-ME-SH-G-15-A.2.6.13 (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of \_\_\_\_\_ (\_\_\_\_\_) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Invitation to Quote; Term and Conditions of Supply;
  - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

#### **4. Termination**

##### **4.1 Termination for Default**

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted.
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 5 below, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 4.2 Termination for Insolvency.

(a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

#### 4.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

### **Fraud and Corruption**

5. If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices (as defined in the prevailing Bank's sanctions procedures), in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 4 shall apply as if such expulsion had been made under Sub-Clause 4.1.

**6. Inspections and Audits**

6.1 The Supplier shall carry out all instructions of the Purchaser which comply with the applicable laws where the destination is located

The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 5 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**Signature and seal of the Purchaser:**  
FOR AND ON BEHALF OF READ

**Signature and seal of the Supplier:**  
FOR AND ON BEHALF OF

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

## FORM OF QUOTATION

(Date)

To: Real Estate Administration Department  
Bracana Bracanovića bb  
Podgorica  
Montenegro

We offer to execute the Shopping of Subscription for AutoCAD licenses, reference number MNE-LAMP-7647-ME-SH-G-15-A.2.6.13 in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_(amount in words and numbers) EUR. We propose to complete the delivery of Goods described in the Contract within a period of \_\_\_\_\_calendar days from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature:  
Name and Title of Signatory

Name of Supplier:  
Address:  
Phone Number:  
Fax Number:

## Terms and Conditions of Supply

Project Name: **Real Estate Administration Land Administration and Management Project**

Purchaser: **Real Estate Administration Department**

Contract Ref.: **MNE-LAMP-7647-ME-SH-G-15-A.2.6.13**

### 1. Prices and Schedules for Supply

No	Description of Goods	Product Type	Quantity (pcs)	Unit Price (EUR) (includes all taxes, VAT, customs, duties, inland transportation and insurance)	Total Price at final destination (EUR) (includes all taxes, VAT, customs, duties, inland transportation and insurance)	Delivery Date
1.	Autodesk AutoCAD 1 Year Subscription	SLM	23			
2.	Autodesk AutoCAD 1 Year Subscription	NLM	8			
3.	Autodesk AutoCAD Civil 3D 1 Year Subscription	NLM	6			
4.	AutoCAD MAP 3D 1 Year Subscription	NLM	2			
<b>TOTAL:</b>						

Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail.

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as well as other terms and conditions.
4. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 30 calendar days from contract signature.
5. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the total value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.



6. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.
7. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the country procedures.
8. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including purchase order number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
  - (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR ( Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
  - (iii) copies of the packing list identifying contents of each package;
  - (iv) manufacturer's or supplier's warranty certificate;
  - (v) certificate of origin;
  - (vi) certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Payment for your invoice will be made 100% after delivery and issuance of Acceptance Certificate by the Purchaser, in 15 days at latest through bank account according to invoice payment instruction.
10. Warranty: Goods offered should be covered by manufacturer's warranty from the date of issuance of Acceptance Certificate by the Purchaser..
11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:  
Address \_\_\_\_\_

13. Force-Majeure: The supplier shall not be liable for penalties 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 events beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications {In case of deviations supplier to list all such deviations}.

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER

Authorized Signature

Place:

Date: