

**Invitation to Quote (ITQ)**  
**No: MNE-LAMP-7647-ME-SH-G-13-A.2.4.2.**

Project Title: **Land Administration and Management Project – LAMP**

Date: **October 11, 2013**

Source of Funding: **Loan No 7647 – ME**

Contract Ref: **MNE-LAMP-7647-ME-SH-G-13- A.2.4.2.**

To:

Dear Supplier,

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

No. of Item	Name of the item	Quantities
1	Workstation	30
2	Black-white network laser printer, A4	30
3	Document scanner, A4	20
4	Digital projector	10
5	Server	5
6	Back-UPS	80

*Information on technical specifications and required quantities are attached in Attachment 1 "Technical Specification"*

2. You must quote for all the items and quantities combined 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, at the below address (para 7).
4. The deadline for receipt of your quotation (s) by the Purchaser at the addressed indicated in this paragraph: **October 25, 2013 at 15:00 local time.**
5. Your quotation in duplicate and in English, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms providing service facilities in Montenegro. **Bidder has to provide copy of the results "benchmark" test and thus verify that the offered workstation/processor actually meet the required specification of the processor.**
6. Your quotation(s) 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 **Real Estate Administration, Address: Kralja Nikole 27/V, 81000 Podgorica, Montenegro**, 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 5 of this Invitation to Quote.

7. Further information can be obtained from address below:

**Real Estate Administration Department**

**Ul. Kralja Nikole 27/V**

**81000 Podgorica**

**Montenegro**

**Tel: +382 20 444 040**

**Fax: +382 20 444 004**

**Email: [bozzop@gmail.com](mailto:bozzop@gmail.com)**

**[mirjanalj@gmail.com](mailto:mirjanalj@gmail.com)**

**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,  
On behalf of the READ  
Mirjana Ljumovic, s.r.

## FORM OF CONTRACT

**THIS AGREEMENT number MNE-LAMP-7647-ME-SH-G-13-A.2.4.2., made on \_\_\_\_\_, \_\_\_ 2013, between Real Estate Administration, Kralja Nikole 27/V, 81000 Podgorica, Montenegro, represented by Mr. Dragan Kovačević, Director, (hereinafter called “the Purchaser”), on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.**

WHEREAS the Purchaser has invited quotation for **Procurement of IT Equipment for Real Estate Administration** to be supplied by Supplier, viz. Contract **MNE-LAMP-7647-ME-SH-G-13- A.2.4.2.**, (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, Technical Specification;
  - 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  
Real Estate Administration

\_\_\_\_\_  
Mr. Dragan Kovačević, Director

**Signature and seal of the Supplier:**

FOR AND ON BEHALF OF

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

## FORM OF QUOTATION

Date \_\_\_\_\_

To: **Uprava za nekretnine**  
**Ul. Kralja Nikole 27/V**  
**81000 Podgorica**  
**Crna Gora**  
**Tel: +382 20 444 040**  
**Fax: +382 20 444 004**  
**Email adresa: mirjanalj@gmail.com**

We offer to execute the **Procurement of IT Equipment for Real Estate Administration**, ref.no. **MNE-LAMP-7647-ME-SH-G-13- A.2.4.2.** 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 Quotations 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: **Land Administration and Management Project – LAMP**

Purchaser: **Real Estate Administration**

Consignee: **Real Estate Administration**

1. Prices and Schedules for Supply

<b>Item No.</b>	<b>Description of Goods</b>	<b>Quantity</b>	<b>Unit Price (includes all taxes, VAT, customs, duties, inland transportation and insurance (EUR))</b>	<b>Total Price at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance) (EUR)</b>	<b>Delivery Date</b>
<u>1</u>	Workstation	30			— days after signing the contract
<u>2</u>	Black-white network laser printer, A4	30			— days after signing the contract
<u>3</u>	Document scanner, A4	20			— days after signing the contract
<u>4</u>	Digital projector	10			— days after signing the contract
<u>5</u>	Server	5			— days after signing the contract
<u>6</u>	Back-UPS	80			— days after signing the contract
<b><u>TOTAL:</u></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 **28 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 as follows: 100% against delivery of shipping documents and acceptance of the goods.
10. Warranty: Goods offered should be covered by manufacturer's warranty for at least number of years specified in Attachment1, from the date of delivery to 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 ParametersSupplier 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:

Attachment 1

Technical Specification

Required by the Purchaser			Offered by the bidder	
Procurement of IT Equipment for READ			Procurement of IT Equipment for READ	
Delivery date: 28 calendar days after signing the Contract			Delivery date: _____ days after signing the Contract	
No	Description of Goods	Quantity	Description of Goods	Quantity
1.	<p><b>Workstation with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>Processor: CPU with the rating at PassMark CPU list of at least 7.330 (<a href="http://www.cpubenchmark.net/">http://www.cpubenchmark.net/</a>)</li> <li>RAM: 4 GB DDR3, 1600 MHz (expandable up to 32 GB)</li> <li>HDD 1000 GB, 7200 rpm, SATA III</li> <li>DVD+/-RW SATA</li> <li>integrated graphics, DX11 support, with analog and digital ports for dual monitor support</li> <li>motherboard slots: 2 x PCI-Express x16, 1 x PCI-Express x1, 1 x PCI</li> <li>LAN NIC 10/100/1000 Mbps integrated</li> <li>mouse optical, keyboard</li> <li>Peripheral device port connections: 6 x USB 2.0 ( 2 on front), 4 x USB 3.0, 1 x RJ-45, audio in/out, paralel, serial, two PS/2</li> <li>monitor: 20” LCD LED, 5 ms response time, VGA, DVI, viewing angle 170 H/160 V, resolution 1600 x 900</li> <li>operating system: Microsoft Windows 7 Pro 32 OEM preinstalled *</li> <li>Power Supply: 220V/50Hz</li> <li>ENERGY STAR qualified, EPEAT Gold registered</li> <li>Warranty: 3 Years for all components, next-business-day on-site</li> </ul>	30	<p><i>(Bidder to provide name of the offered model with technical specification of offered goods for all required items)</i></p>	<p><i>Bidder to provide quantity</i></p>
2.	<p><b>Black-white network laser printer, A4, with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>auto-duplex printing</li> <li>document format: A4</li> <li>hardware optical resolution: 1200 x 1200 dpi</li> <li>printing speed: 35 ppm</li> <li>first page print time: 8 sec.</li> <li>RAM: 256 MB</li> <li>250-sheets input tray</li> <li>USB 2.0 interface</li> <li>LAN NIC Gbit with print server integrated</li> <li>Windows XP/Vista/Win7 compatibility</li> <li>Warranty: 1 year</li> </ul>	30	<p><i>(Bidder to provide name of the offered model with technical specification of offered goods for all required items)</i></p>	<p><i>Bidder to provide quantity</i></p>
3.	<p><b>Document scanner, A4, with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>Flatbed model, A4, with ADF</li> </ul>	20	<p><i>(Bidder to provide name of the offered model with technical specification of offered goods for all required items)</i></p>	<p><i>Bidder to provide quantity</i></p>

	<ul style="list-style-type: none"> <li>• Optical scanning resolution: 2400 dpi</li> <li>• automatic document feeder (ADF): capacity 50 sheets</li> <li>• scan speed (ADF, A4): 15 ppm</li> <li>• USB 2.0 interface</li> <li>• Software with PDF support (“scan to PDF”)</li> <li>• Windows XP/Vista/Win7 compatibility</li> <li>• Warranty: 1 year</li> </ul>			
4.	<p><b>Digital projector with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>• DLP model</li> <li>• Natural resolution: 1280 x 800</li> <li>• brightness: 2700 ANSI lumens</li> <li>• contrast: 10.000 : 1</li> <li>• input ports: 15-pin D-sub, S-video, Composite video, HDMI</li> <li>• D-sub output</li> <li>• IR remote control</li> <li>• lamp life: 2500 h</li> <li>• Warranty: 1 year</li> </ul>	10	(Bidder to provide name of the offered model with technical specification of offered goods for all required items)	Bidder to provide quantity
5.	<p><b>Server with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>• 1 x CPU with 10 MB cache, 4 cores and rating at PassMark CPU list of at least 4.600 (<a href="http://www.cpubenchmark.net/">http://www.cpubenchmark.net/</a>)</li> <li>• Expandable to 2 processors (8 cores and 20MB L3 cache)</li> <li>• RAM: 16GB 1600Mhz, upgradeable to 768GB</li> <li>• HDD: 4 x 1TB 6G SAS 7.2K 2.5in, support for up to 24 HDD</li> <li>• RAID 1+0 Hard Disk Controller</li> <li>• DVD+/-RW Drive</li> <li>• 4 x 1Gb Ethernet port</li> <li>• 10 x USB port</li> <li>• 8 x PCIe 3.0 slots (x16 x 3, x8 x 1, x4 x 4),</li> <li>• 1 x PCIe 2.0 slot (x4 x 1)</li> <li>• redundant power supply (1+1), expandable to 4 power supply units with power output 1200W per unit</li> <li>• separate management port 1Gb</li> <li>• Tower Model, No Monitor, No OS</li> <li>• Supported OS: MS Windows Server 2008/2012</li> <li>• Warranty: 3 Years for all components, next-business-day on-site</li> </ul>	5	(Bidder to provide name of the offered model with technical specification of offered goods for all required items)	Bidder to provide quantity
6.	<p><b>Back-UPS with following required MINIMUM functionality:</b></p> <ul style="list-style-type: none"> <li>• Output Power Capacity: 500VA/300W</li> <li>• Output Connections: 4x IEC 320 C13 (Battery Backup)</li> <li>• Runtime autonomy with 180W load: 9.8 min.</li> </ul>	80	(Bidder to provide name of the offered model with technical specification of offered goods for all required items)	Bidder to provide quantity

<ul style="list-style-type: none"><li>• LED status display with: On Line, On Battery, Replace Battery, Building Wiring Fault, Network link status</li><li>• Surge energy rating: 600 Joules</li><li>• Data Line Protection: Analog phone line for phone/fax/modem/DSL (RJ-11 connector), Network line - 10/100 Base-T Ethernet (RJ-45 connector), Coaxial cable for CATV/SATV/modem/Audio-Video (coax connector)</li><li>• Audible noise at 1 meter from surface of unit: 40.00 dBA</li><li>• Network manageable: Provides remote management of the UPS over the network</li><li>• Audible alarms: alarm when on battery; low battery alarm; overload tone alarm</li><li>• Warranty: 2 years, with authorized service in Montenegro</li></ul>			
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