Invitation to Quote (ITQ) - Shopping For Goods

Project Title: **Real Estate Management Project**

Source of Funding: **International Bank for Reconstruction and Development (IBRD Loan)**

Contract Ref: **SRB-REMP-8486YF-Sh-G-19-128**

Contract Title: **Development and implementation mobile National Geoportal**

Date: **September 25, 2019**

To:

Dear Supplier:

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

    - **Development and implementation mobile National Geoportal - 1 pcs**

    Information on technical specifications and required quantities are attached.

2. You must quote for all the items and quantities under this Invitation. Price quotation will be evaluated for all the items together and Contract awarded to the firm satisfying minimal requested technical characteristics and offering the lowest evaluated total cost of all the items.

3. Your price quotation in the form attached may be submitted by hand, mail, facsimile or electronically at the following address:

    > **REPUBLIC GEODETIC AUTHORITY**
    > **Real Estate Management Project**
    > **Project Implementation Unit**
    > **11000 Beograd, Srbija**
    > **Bulevar vojvode Misica 39**
    > **Pisarnica**

4. The deadline for receipt of your quotation (s) by the Purchaser at the addressed indicated in this paragraph: **October 7, 2019, 12AM.**

5. Your quotation in duplicate 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 Republic of Serbia (these accompanying documents may be either in English or in Serbian).

    Manufacturer's Authorizations for Information Technologies are required - except for those technologies which the Bidder itself manufactures.

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 Unit Price, Total Cost and VAT at final destination Belgrade, which includes 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 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:
        REPUBLIC GEODETIC AUTHORITY
        Real Estate Management Project
        Project Implementation Unit
        Bulevar vojvode Misica 39
        11000 Beograd, Srbija

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).

9. Please Confirm by e-mail the receipt of this invitation and whether or not you will submit the price quotation.

Sincerely,

_____

Dragan Pavlović, PIU Director

FORM OF CONTRACT

THIS AGREEMENT number **SRB-REMP-8486YF-Sh-G-19-128** made on _____, 2019, between REPUBLIC GEODETIC AUTHORITY, Bulevar vojvode Misica 39, Republic of Serbia (hereinafter called "the Purchaser") on the one part and _____ (hereinafter called "the Supplier") on the other part.

WHEREAS the Purchaser has invited quotation for

- **Development and implementation mobile National Geoportal - 1 pcs**

to be supplied by Supplier, viz. Contract **SRB-REMP-8486YF-Sh-G-19-128,** (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**" ", plus VAT[1] _____ (_____).

*(Domestic bidder quoting in foreign currency shall clearly state: **Payment shall be made in RSD based on the selling exchange rate of the National Bank of Serbia on date of** issuance of invoice.)*

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

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[1] *As per the Loan Agreement, expenditures related to goods, works and non-consulting services for the Project are financed 100 percent exclusive of taxes, while expenditures related to consulting services, training and operation costs are financed 100 percent inclusive of taxes.* (The RS Official Gazette, No 13/15, Project Appraisal Document for the Real Estate Management Project, February 23, 2015)

(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 BEHALF OF

_____
Name of Authorized Representative

Signature and seal of the Supplier:
FOR AND BEHALF OF

_____
Name of Authorized Representative

FORM OF QUOTATION

_____(Date)

To: **REPUBLIC GEODETIC AUTHORITY**
    Real Estate Management Project
    Project Implementation Unit
    Bulevar vojvode Misica 39
    11000 Beograd, Srbija

We offer to execute the **Development and implementation mobile National Geoportal,**

- **Development and implementation mobile National Geoportal - 1 pcs**

contract no. **SRB-REMP-8486YF-Sh-G-19-128** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____(amount in words and numbers) (_____) (name of currency)_____.

(Domestic bidder quoting in foreign currency shall clearly state: **Payment shall be made in RSD based on the selling exchange rate of the National Bank of Serbia on date of** issuance of invoice.)

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 Title: **Real Estate Management Project**

Contract Ref: **SRB-REMP-8486YF-Sh-G-19-1128**

Contract Title: **Development and implementation mobile National Geoportal**

1.   Prices and Schedules for Supply:

Description of Goods	Qty pieces	Unit Price (EUR)	Total Price at final destination (EUR) (includes customs, duties, inland transportation and insurance)	Delivery Date
1. Development and implementation mobile National Geoportal	1			
		TOTAL:		
		VAT:		
		Total + VAT:		

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.   Delivery Schedule: The delivery should be completed as per above schedule but not exceeding 90 calendar days from contract signature.

4.   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.

5.   Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6.   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.

7.   Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable of 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. (if applicable). The Supplier shall mail the following documents to the Purchaser (if applicable), 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.

8. Payment for your invoice will be made 100% after delivery and issuance of Acceptance Certificate by the Purchaser, in 30 days at latest through bank account according to invoice payment instruction.

9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 1 years from the date of issuance of Acceptance Certificate by the Purchaser. Please specify warranty period and terms in detail.

10. 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.

11. 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 firms providing service facilities in Republic of Serbia within the warranty period:

12. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that it's 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.

13. Required Technical Specifications:

> (i)   General Description
>
> (ii)   Specific details and technical standards
>
> Supplier confirms compliance with above specifications.

14. <u>Failure to Perform</u>: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods and Documents by ***December 23, 2019,*** in accordance with the above terms and conditions, without incurring any liability to the Supplier.

NAME OF SUPPLIER: _____

Authorized Signature: _____

Place:

Date:

Technical Specifications (required and offered)

1.0 Development and implementation mobile National Geoportal

Note: Hardware and system software is not part of the quotation.

Off the Shelf Software for central DCM (viewer and lightweight tool for maintenance of the central DCM)		
No.	Description Required minimum functionality	Description Offered functionality *
1.	*Use internationally recognized software and database development methods, guidelines, standards and tools for implementation* Geosrbija Mobile app The provided solution (software application, GIS servers and database) must be implemented, taking into account nationally and internationally accepted development principles to ensure the highest quality of deliverables and updates thereof. These principles ensure that the software application offers sufficient flexibility with regard to changes in information and functionality and enable the software application and database to be maintained more easily and cost-effective, and to be used to satisfaction for a greater period of years. The standards and guidelines for application and database design and build must consider server side functionality and rules as opposed to functionality and rules on the application/client side, enabling a more robust database. Also flexibility in terms of using as less hard coded logic as possible in the software application and database is essential. Other issues like the structure of the programs and logic used and the documentation of these programs are part of standards and guidelines.	
2.	Geosrbija Mobile app *based on modular system architecture and gradual system updates* The provided solution should be based on equipment, products and standards that allow for modular system architecture and gradual system updates. In a situation where a new system is introduced, or where old systems are replaced with the inclusion of new procedures/processes, it is essential that the system offers enough flexibility to deal with future changes.	
3.	**Address flexibility in design and operation of** Geosrbija Mobile app The supplier must provide the right level of flexibility in the design of the application, therefore hard coded lists of domains, transactions and other system elements should be avoided as must as possible. Additionally, the proposed development methodology and tools should allow for regular updates of the production software applications and database.	
4.	**Subjects of delivery of Geosrbija Mobile app** *are:* The application consists of at least three parts: 1. Backend (API Server), 2. Administrator web application, 3. Mobile application (Android + IOS),	

5.	**Implement main functionalities into Administrator part of Geosrbija Mobile application:** • User management (Create, edit, delete, add role) • Role management (Create, edit, delete) • Theme management (Add, edit, delete) • Search module management (Add, edit, delete) • Layer manager organizer for basemaps and datasets (create, edit, delete category, add role to category, add/remove layer to category, change order) • Statistical reports by users, roles, themes, categories • SMTP notifications		
6.	**Implement all required Data Sources** Geosrbija Mobile app The data model for Geosrbija Mobile app should to contains at least the following information classes: • One or more Basemap layers • Register of spatial units • Register of statistical units • Cadastral parcels • Buildings • Addresses • Orthophoto • Transport network • Condominium register		
7.	**Implement main functionalities into** Geosrbija Mobile app (Android + IOS) Geosrbija Mobile app functionalities: ● Zoom in/out, pan functionalities ● Login panel for different user groups ● LayerManager 　○ BaseMap selector 　○ Theme overlays 　○ Legend 　○ Possibility for including other relevant layers included on a3.geosrbija.rs ● Search 　○ Text search with results presented by source 　　■ Addresses 　　■ Parcels 　○ Feature Info (search by tap) 　　■ Internal layers ● Go to user's location 　○ Use geolocation API to access device GPS ● Measure distance		

	o By drawing/dragging ● Measure area o By drawing/dragging ● Supports the all day and stable operation of around 5000 users ● Vector feature support for KML ● Share module (Social Networks, link) ● Option to pull tiles from OpenStreetMap, MapServer ● Custom Identify on map (spatial layer identifier + basic alphanumeric data and hyper link to alphanumeric application). ● Languages (Serbian, English)	
8.	**The intellectual property rights** will be transferred to RGA for any further changes to the source code: • For software specifically developed for RGA, RGA shall have expanded right of disposal to use, copy, modify and develop the software, either independently or with the assistance of a third party. RGA shall be entitled to confer a corresponding expanded right of disposal to any public body. • Last version of source code used for development of the modules shall be archived at RGA, with an additional copy archived at the backup site	

9.	**Documentation requirements:**
	  – All documents shall be delivered in Serbian and English languages;
	  – Design documents:
	    o Software Design Description (SDD)
	    o Software Requirements Specification (SRS)
	    o Data Models
	    o Source code
	  – System Administrator Guide shall include at least the following topics:
	    o Installation prerequisites conditions;
	    o Installation procedure;
	    o Management of roles and privileges of administrators;
	    o User management;
	    o Backup procedure.
	  – Security manual that shall support the work of the IT security team;
	  – User manuals shall be focused on the end user. Must contain illustrated processes and system functions, sequences and examples of operations.	

10.	**Training to RGA stuff for using, maintaining and updating application**	
11.	**Operational Acceptance Procedure** • **Pre-commissioning**	

| | | This testing will be performed by the Purchaser when development and testing are fundamentally completed and final bugs and problems need to be detected before final release. Purchaser shall prepare reports (template agreed in Project Plan) with findings in this phase.

• **Operational Acceptance Test**
Operational Acceptance Test shall be done fully in accordance to Technical Specification.

Following the successful acceptance tests, in accordance to above mention, the Purchaser will issue and sign the Operational Acceptance Certificate for the major system (subsystems). | |
| 12. | **Warranty period for** Geosrbija Mobile app*:*
1 (one year) from data of Final acceptance
• The successful bidder must provide the following support capabilities, during warranty period, or must demonstrate in the bid documentation a credible plan for establishing such capabilities by the contract signing: technical support via e-mail and telephone 8x5 (8 hours a day, 5 days a week) which implies getting answers to all questions related to the optimal functioning and administration of the IT mobile platform for a period of 12 (twelve) months. | |

* Bidder shall specify the requested TS of equipment
NAME OF SUPPLIER: _____

Authorized Signature: _____