



Republic of Serbia
Government of the Republic of Serbia
Public Investment Management Office
11 Nemanjina Street
Belgrade

Request for Quotations (RFQ)

Hardware and system software for DRRIP

Country: Republic of Serbia
Project Title: Serbia National Disaster Risk Management Program: Scaling Up Resilient Infrastructure Project
Grant Number: GF DDR A7621
Contract Ref: SRB - JPN – GFDDR – RFQ – 2020 - 13
Contract Name: Procurement of Hardware and System Software for DRRIP
Date: March 19, 2020

Dear Sirs,

1. You are invited to submit your price quotation for:

No.	Goods	Specifications
1	Memory module type 1	Memory kit: PN: 815100-B21 - HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit
2	Memory module type 2	Memory kit: PN: S26361-F4026-L232 - FTS 32GB (1x32GB) 2Rx4 DDR4-2666 R ECC

Information on description, specifications and required quantities are attached in the Annex 1.

2. You must quote for all the items under this Invitation.
3. Your price quotation in the form attached may be submitted electronically (in PDF format) at the address below (paragraph 7) and shall consist of:
 - Invitation to Quote
 - Terms and Conditions of Supply
 - Technical Specification
 - Form of Quotation
4. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 6 is: **April 2, 2020.**

5. Your quotation should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for each item quoted.
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 any Bank's member country currency, but no more than three currencies for the Total Cost at final destination Belgrade, which includes all taxes, customs, duties, inland transportation and insurance, loading and unloading and VAT excluded.

- Place of destination is:

State Data Center (Katiceva street no 14-16, Belgrade, Serbia)

(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 paragraph 2 above to the RSD (Serbian dinar) based on the middle exchange rate published by the National Bank of Serbia on the date specified in Paragraph 4 of this Invitation to Quote.

In evaluating the quotations, the Purchaser will determine for 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 CONTRACT:** 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:

Biljana Đokić
Procurement Specialist
Public Investment Management Office
Svetozara Markovica 42
11000 Belgrade
Republic of Serbia
Fax: +381 11 362-0428
E-mail: biljana.djokic1308@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 World Bank (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 Fax/ E-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,

Sandra Nedeljkovic, Deputy Director
Public Investment Management Office

FORM OF CONTRACT # SRB-JPN-GFDDR-HDW-13-2020

THIS AGREEMENT number _____ made on _____ 2020, between the Public Investment Management Office (PIMO) having its principal place of business at Nemanjina 11, 11000 Belgrade, Republic of Serbia, (hereinafter called “the Purchaser”) on the one part and

_____ having its principal place of business at _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for Procurement of Hardware and System Software for DRRIP to be supplied by Supplier, viz. Contract Ref No: SRB-JPN-GFDDR-HDW-13-2020 (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods and services under Contract at the sum of _____ (_____) excluded of VAT hereinafter called “the Contract Price” (equivalent to _____ (_____) included VAT).

The Contract will be effective from the date of signing and will last until the finalization and acceptance of the delivery upon Purchaser request, as specified in Terms and Conditions of supply.

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; Terms 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 and Services 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.

5. Fraud and Corruption

5.1 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.

In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights.

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

Signature and seal of the Supplier:
FOR AND BEHALF OF

Marko Blagojevic
Acting Director
Public Investment Management Office

Name of Authorized Representative

FORM OF QUOTATION

(Date *insert*)

To:

Public Investment Management Office
Svetozara Markovica 42
11000 Belgrade
Republic of Serbia

We offer to execute the supply of **Hardware and System Software for DRRIP , ref no: SRB-JPN – GFDDR-HDW-13-2020**, in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____insert_____ (amount in words and numbers) (_____insert_____) (name of currency) _____insert_____, exclusive of VAT. We propose to complete the delivery of goods described in the Contract within a period of ___insert___ 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: *insert signature and stamp*
Name and Title of Signatory *insert*

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

Terms and Conditions of Supply

Project Title: Serbia National Disaster Risk Management Program: Scaling Up Resilient
Infrastructure Project

Purchaser: Public Investment Management Office

Contract Ref No: SRB-JPN-GFDDR-HDW-13-2020

1. Prices and Schedules for Supply

Item No.	Description of Goods	Quantity	Unit	Net Unit Price <i>(insert currency)</i>	Total NET price per line, (exclusive of VAT) <i>(insert currency)</i>	Total VAT per line <i>(insert currency)</i>	Total Price (insert currency) at final destination <i>(includes all taxes, customs, duties, inland transportation and insurance, inclusive of VAT)</i>	Delivery Schedule from contract signature date <i>(insert days)</i>
1	2	3	4	5	6 (3x5)	7	8 (6+7)	9
1.	<p>Memory module type 1</p> <p>Memory upgrade of existing server HPE DL560 gen10 (PN: 841730-B21)</p> <p>Memory kit: PN: 815100-B21 - HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit</p>	48	pc	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>Insert</i>
2.	<p>Memory module type 2</p> <p>Memory upgrade of existing server Fujitsu PY RX4770 M4 performance (PN: S26361-K1587-V300)</p> <p>Memory kit: PN: S26361-F4026-L232 - FTS 32GB (1x32GB) 2Rx4 DDR4-2666 R ECC.</p>	64	pc	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>Insert</i>
TOTAL PRICE					<i>INSERT</i>	<i>INSERT</i>	<i>INSERT</i>	<i>INSERT</i>

Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail. Under Unit price and Total price in schedule bidder shall indicate currency as defined in Paragraph 6 (i) of Invitation to Quote

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 10% 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 60 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 Republic of Serbia.
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) manufacturer's or supplier's warranty certificate;
 - (iii) certificate of origin;
 - (iv) certificate of quality.
9. Payment for your invoice will be made as follows: 100% on acceptance of the goods and issuing of Acceptance Certificate for the respective delivery issued by the Purchaser.
10. Warranty: Goods offered should be covered by manufacturer's warranty, from the date of delivery to the Purchaser (as specified in the Technical Specification). Please specify warranty period and terms in detail.
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 15 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 _____
INSERT SERVICE FACILITY _____

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 }.

Datasheet or brochures or similar form of technical specification of the offered equipment created by the manufacturer, including authorizat on issued by manufacturer’s local office (HPE and Fujitsu) for order and sale of memory type 1 and type 2 (stated below) via official distribution channel, should be submitted as a part of the quotation .

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods and Services, 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 _____ *insert and stamp*

Authorized Signature _____ *insert*

Place: _____ *insert*

Date: _____ *insert*

Annex 1

Technical Specification

(Filled Annex 1 TO BE INCLUDED IN THE QUOTATION)

1. Item Number	2. Specifications required for Public Investment Management Office (PIMO)	3. Specifications offered
1.	Memory module type 1	
	Memory upgrade of existing server HPE DL560 gen10 (PN: 841730-B21) Memory kit: PN: 815100-B21 - HPE 32GB (1x32GB) Dual Rank x4 DDR4-2666 CAS-19-19-19 Registered Smart Memory Kit	
2.	Memory module type 2	
	Memory upgrade of existing server Fujitsu PY RX4770 M4 performance (PN: S26361-K1587-V300) Memory kit: PN: S26361-F4026-L232 - FTS 32GB (1x32GB) 2Rx4 DDR4-2666 R ECC.	

NAME OF SUPPLIER _____ *insert and stamp*

Authorized Signature _____ *insert*

Place: _____ *insert*

Date: _____ *insert*