Request for Quotation (RFQ) Purchasing of SUV Vehicle and Mid-size/large car (D-segment) for PIU for LIID

Project Title: Local Infrastructure and Institutional Development (LIID) Project Source of Funding: Loan No. 9339 YF Contract Ref: SER-LIID-RFQ-G-24-16-2 Contract Name: Purchasing of SUV Vehicle and Mid-size/large car (D-segment) for PIU for LIID Date: July 19, 2024

Dear Sirs,

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

Purchasing of SUV Vehicle and Mid-size/large car (D-segment) for Project Implementation Unit (PIU) for LIID.

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

2. You must quote for all the items under this Request. 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 shall be submitted electronically at the email address To: <u>djordje.perisic@mfin.gov.rs</u>, Cc: <u>ljiljana.krejovic@mfin.gov.rs</u>, Cc: <u>ljiljana.dzuver@mfin.gov.rs</u>; Cc: <u>dragan.mirkovic@mgsi.gov.rs</u>; and shall consist of:

- Request for Quotation (in PDF format)
- Terms and Conditions of Supply **filled in and signed** (in PDF format)
- Technical Specification filled in and signed (in PDF format) and word format
- Form of Quotation **filled in and signed** (in PDF format)

4. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 6 is: August 07, 2024, until 12.00 hours, noon, local time.

5. Your quotation 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 Serbia.

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) <u>PRICES:</u> The prices should be quoted in RSD (Serbian Dinar), for the Total Cost at final destination, which includes all taxes, VAT, customs, duties, inland transportation and insurance, loading and unloading:

Nemanjina 22-26, 11000 Beograd

Suppliers are responsible for customs clearance of the goods to be imported, inland transportation and insurance, loading and unloading and any other fee, exempt VAT.

(ii) <u>EVALUATION OF QUOTATIONS</u>: 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.

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) <u>AWARD OF CONTRACT</u>: The award will be made to the bidder offering the lowest substantially evaluated responsive quotation and that meets the required technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) <u>VALIDITY OF THE OFFER</u>: Your quotation(s) should be valid for a period of ninety (90) days from the deadline for receipt of quotation(s) indicated in Paragraph 4 of this Request for Quotation.

7. Further information can be obtained from address below:

Djordje Perišić CFU Procurement Specialist Ministry of Finance Central Fiduciary Unit Balkanska 53 11000 Belgrade Republic of Serbia Tel/Fax: +381 11 7652565 E-mail: djordje.perisic@mfin.gov.rs Cc: ljiljana.krejovic@mfin.gov.rs Cc: dragan.mirkovic@mgsi.gov.rs

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 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 E-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

Djordje Perišić

CFU Procurement Specialist

FORM OF CONTRACT

THIS AGREEMENT number **SER-LIID-RFQ-G-24-16-2** made on ______ 2024, between the Ministry of Construction, Transport and Infrastructure, having principal place of business at Nemanjina 22-26, 11000 Belgrade, Republic of Serbia (hereinafter called "the Purchaser") on the one part and ______ having principal place of business at ______ (hereinafter called "the Supplier") on the other part.

 WHEREAS the Purchaser has invited quotation for Purchasing of SUV Vehicle and Mid-size/large car (D-segment) for PIU for LIID to be supplied by Supplier, viz. Contract Ref No SER-LIID-RFQ-G-24-16-2 (hereinafter called "Contract") and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of _________) exclusive of VAT (equivalent to

(_____) inclusive of VAT) hereinafter called "the

Contract Price".

Delivery of goods under the Local Infrastructure and Institutional Development (LIID) Project, Loan Number 9339 YF, is free from VAT as per Official Gazette of Republic of Serbia, International Contracts, no. 3/2020 dated May 8, 2023.

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

NOW THIS AGREEMENT witnesses as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

a) Form of Quotation; 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.

The goods are to be procured for the needs of PIU for the LIID project and respective payments will be made by the Purchaser (Ministry of Construction, Transport and Infrastructure) from the LIID funds.

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

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).

FOR AND BEHALF OF THE PURCHASER

FOR AND BEHALF OF THE SUPPLIER

Goran Vesić, Minister Signature and seal of the Purchaser Name of Authorized Representative *Signature and seal of the Supplier*

FORM OF QUOTATION

(Date *insert*)

To: Ministry of Construction, Transport and Infrastructure Nemanjina 22-26 11000 Belgrade Republic of Serbia

We offer to execute the **Purchasing of SUV Vehicle and Mid-size/large car (D-segment) for PIU for LIID,** Ref No: **SER-LIID-RFQ-G-24-16-2,** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _______ (amount in words and numbers) (________) RSD inclusive of VAT. 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: *insert* 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: Local Infrastructure and Institutional Development (LIID) Project Purchaser: Ministry of Construction, Transport and Infrastructure Contract Ref No: SER-LIID-RFQ-G-24-16-2

Ite m No.	Description of Goods	Qty (pcs)	Net Unit Price (RSD) at final destination (exclusive of VAT)	Total price per line (RSD) at final destination (exclusive of VAT)	Total VAT per line (RSD)	Total Price (RSD) at final destination (includes all taxes, VAT, customs, duties, inland transportation and insurance)	Delivery Schedule from contract signature date (insert days)
1	2	3	4	5 (3x4)	6	7 (5+6)	8
1	SUV Vehicle	1	insert	insert	insert	insert	insert
2	Mid-size/large car (D-segment)	1	insert	insert	insert	insert	insert
TOTAL AMOUNT (RSD)			insert	insert	insert		

1. Prices and Schedules for Supply

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

Delivery of goods under the Local Infrastructure and Institutional Development (LIID) Project, Loan Number 9339 YF, is free from VAT as per Official Gazette of Republic of Serbia, International Contracts, no. 3/2020 dated May 8, 2023.

- 2. <u>Fixed Price:</u> The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
- 3. <u>Delivery Schedule:</u> The delivery should be completed as per above schedule but **not exceeding 90** calendar days from contract signature at:

Nemanjina 22-26, 11000 Beograd

- 4. <u>Applicable Law:</u> The Contract shall be interpreted in accordance with the laws of the Republic of Serbia.
- 5. <u>Resolution of Disputes:</u> 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.
- 6. <u>Payment</u> for your invoice will be made as follows: 100% in 30 days on acceptance of the goods and issuing of Acceptance Certificate for the respective delivery of the goods by the Ministry of Construction, Transport and Infrastructure from the LIID funds.
- 7. <u>Warranty</u>: The goods offered must be covered by the Manufacturer's or Supplier's warranty, lasting a minimum of 48 months or 120,000 kilometers, whichever occurs first, starting from the date of the Acceptance Certificate issuance by the Purchaser. This warranty should also encompass a corrosion protection period of at least 12 years and a minimum paint coverage of 3 years. The formal commencement of the Warranty Period for the Goods shall be on the date of the Acceptance Certificate issuance. Please provide detailed information on the warranty period and terms.

- 8. 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.
- Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 days 9. 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 _____

11. 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.

12. **Required Technical Specifications**

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

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

NAME OF SUPPLIER

Authorized Signature and Stamp_____

Place:

Date:

<u>Annex 1</u>

Technical Specification

(Filled Annex 1 TO BE INCLUDED IN THE QUOTATION)

	MINIMUM REQUIRED SPECIFICATIONS	OFFERED SPECIFICATIONS (to be fulfilled by Bidder) Offered (Bidder shall comment in details each description and insert manufacture, model name, country and year of origin)	
1.	SUV Vehicle Quantity: 1 (one) piece	Insert	
	Vehicle Type: Passenger	insert	
	Fuel Type: Petrol	insert	
	Number of Cylinders: minimum 4-cylinder	insert	
	Engine Generation: minimum Euro 6	insert	
	Transmission Type: Automatic	insert	
	Drive Type: Front-wheel drive	insert	
	Number of Doors: 5	insert	
	Engine Displacement: from 1,400cc to 1,500cc	insert	
	Engine Power: from 105kW to 110kW	insert	
	Trunk Capacity: Minimum 500 liters	insert	
	Vehicle Manufacturing Year: Not older than 2023	insert	
	Warranty period from the date of signing the Goods Handover Protocol: min. 48 months or min. 120,000 km, corrosion protection minimum 12 years, paint 3 years minimum.	insert	
Minimum Required Equipment:			
	Exterior mirrors in vehicle color	insert	
	Aluminum wheels minimum 17"	insert	
	Multifunctional steering wheel with radio controls	insert	
	Driver and front passenger airbags	insert	
	Front passenger airbag with deactivation	insert	
	Front side airbags	insert	
	Driver's knee airbag	insert	
	ESC	insert	
	Air conditioning	insert	
	Central locking with remote control	insert	
	Keyless vehicle start	insert	

	Power windows front and rear	insert
	Electrically adjustable, heated, and foldable mirrors	insert
	On-board computer	insert
	Front armrest	insert
	Three headrests at the back	insert
	LED lights with AFS function	insert
	Height-adjustable driver and front passenger seats	insert
	Hill start assist	insert
	Navigation device	insert
	Front and rear parking sensors	insert
	Rearview camera	insert
2. Mid-size/large car (D-segment) Quantity: 1 (one) piece		Insert
	Vehicle Type: Passenger	insert
	Fuel Type: Petrol	insert
	Number of Cylinders: minimum 4-cylinder	insert
	Engine Generation: minimum Euro 6	insert
	Transmission Type: Automatic	insert
	Drive Type: Front-wheel drive	insert
	Number of Doors: 5	insert
	Body Color: Metallic	insert
	Engine Displacement: from 1,400cc to 1,500cc	insert
	Engine Power: from 105kW to 110kW	insert
	Trunk Capacity: Minimum 600 liters	insert
	Vehicle Manufacturing Year: Not older than 2023	insert
	Warranty period from the date of signing the Goods Handover Protocol: min. 48 months or min. 120,000 km, corrosion protection minimum 12 years, paint 3 years minimum.	insert
	Minimum Required Equipment:	
	Top LED rear lights	insert
	Aluminum wheels minimum 19"	insert
	Floor mats	insert
	Electrically adjustable driver and front passenger seats, driver's seat with memory	insert
	Driver and front passenger airbags, front passenger airbag with deactivation	insert
	Front side airbags	insert
	Curtain airbags	insert

Driver's knee airbag	insert
ESC	insert
Climatronic – minimum 2 -zone air conditioning	insert
Central locking with remote control	insert
Power windows front and rear	insert
Electrically adjustable, foldable, and heated exterior mirrors with automatic dimming and memory	insert
LED headlights with AFS function	insert
LED daytime running lights	insert
Front armrest	insert
Hill descent control	insert
Tire pressure indicator	insert
Start/stop system	insert
Rain sensor	insert
Heated front and rear seats	insert
Rear parking aid camera	insert
Front and rear parking sensors	insert
Navigation system with integrated Europe maps	insert
Three safety belts in the back	insert
Plitable rear bench, splitable and foldable rear seat backrest	insert
Rear armrest	insert
Three headrests at the back	insert
Reading lights	insert

NAME OF SUPPLIER

Address of the Supplier

Authorized Signature and Stamp

Place and Date: