

REQUEST FOR QUOTATION

Project Title: **Serbia Railway Sector Modernization (SRSM)-P 170868**
 Source of Funding: **Loan No. 9221YF/CFACRS 1015 02 D**
 Contract Ref. No.: **SER-SRSM-RFQ-G-22-32**
 Contract Title: **Procurement of vehicles for Railway Directorate**
 Purchaser: **Ministry of Construction, Transport and Infrastructure**
 Date: **September 26, 2022**

Dear Supplier,

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

Passenger cars (2) pieces

Information on technical specifications and required quantities are attached.

2. You must quote for all the items 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 electronically at the email address zorica.petrovic@mfin.gov.rs, Cc: larisa.puzovic@mgsi.gov.rs; ljljana.dzuver@mfin.gov.rs 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 and word format)
- Form of Quotation - **filled in and signed** (in PDF format)
- Copy of Company Registration

4. The deadline for receipt of your quotation (s) by the Purchaser at the address indicated in Paragraph 6 is: **October 17, 2022, 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) **PRICES:** The price should be quoted in Euro (EUR) for the Total Cost offered at destination, Ministry of Construction, Transport and Infrastructure, 22-26 Nemanjina St., 11000 Belgrade, Republic of Serbia, which includes all taxes, VAT, customs, duties, inland transportation and insurance, loading and unloading.
- (ii) **EVALUATION OF QUOTATION:** Offers/quotations must be substantially responsive to the technical specifications and requested functionalities. Deviations of the quotation is not permitted/allowed. In case of deviations the quotation will be rejected.

In the evaluation process of the evaluating of the quotation, the Purchaser will determine the evaluated price 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.

The evaluation **shall not include** Value Added Tax (VAT) in Republic of Serbia.

AWARD OF CONTRACT: 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) **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 Request for Quotation.

7. Further information can be obtained from address below:

Zorica Petrović
CFU Procurement Specialist
Ministry of Finance
Central Fiduciary Unit
Sremska 3-5
11000 Belgrade
Republic of Serbia
Tel/Fax: +381 11 765 2587
E-mail: zorica.petrovic@mfin.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 invitation and whether or not you will submit the price quotation(s).

Sincerely,

Zorica Petrović
CFU Procurement Specialist

FORM OF QUOTATION

_____ (Date)

To: **Ministry of Construction, Transport and Infrastructure
Serbia Railway Sector Modernization (SRSM) Project
Project Implementation Unit
22-26 Nemanjina St., 11000 Belgrade, Republic of Serbia**

We offer to execute the **Supply of passenger cars for Railway directorate, reference number SER-SRSM-RFQ-G-22-32** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____ exclusive of VAT. We propose to complete the delivery of Goods described in the Contract within a period of _____ 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 _____

e-mail address _____

TERMS AND CONDITIONS OF SUPPLY

Project Title: **Serbia Railway Sector Modernization (SRSM) Project IBRD Loan No. 9221**
Purchaser: **Ministry of Construction, Transport and Infrastructure**
Contract Ref. No.: **SER-SRSM-RFQ-G-22-32**
Contract Title: **Procurement of vehicles for Railway Directorate**

For the offered goods - vehicles, you must provide us with your firm Statement confirming that all components of the offered goods are new, original and configured by the manufacturer. Clones and/or refurbished goods will not be accepted.

1. Prices and Schedules for Supply

No	Item / Description of Goods	Qty (pcs)	Unit price (in EUR) (exclusive of VAT)	Total price (in EUR) (exclusive of VAT)	Total VAT (in EUR)	TOTAL Price at final destination (includes custom duties, import and other taxes applicable for goods imported in Serbia and inland transportation and insurance (in EUR))	Delivery Time needed from contract signing till delivery to the place of destination (days)
		(a)	(b)	(c) = (a) x (b)	(d)	(e) = (c) + (d)	(f)
1.	Passenger car (as per specifications offered in the Technical Specifications table)	2	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>insert</i>	<i>insert</i>
Manufacturer: Model: Country of origin: Year of origin:							

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 Goods should be delivered and tested at the Ministry of Construction, Transport and Infrastructure – Project Implementation Unit, **within 9 months**, following the date of the contract signing.
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 CIP/EXW 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 Republic of Serbia.
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 laws of the Republic of Serbia.

- 7. Payment for your invoice will be made 100% against delivery and issuance of Acceptance Certificate by the Purchaser. Payment shall be made in Serbian Dinars (RSD) using National Bank of Serbia’s official buying exchange rate effective on the date of conversion of foreign currency, in 45 days at latest through bank account according to the invoice payment instruction.
- 8. Warranty: Goods offered should be covered by Manufacturer’s or Supplier’s warranty of at least 36 months or 100,000 kilometers, anti-corrosion warranty at least 12 years and paint warranty at least 3 years. whichever occurs starting from the date of issuance of Acceptance Certificate by the Purchaser. The Warranty Period of Goods shall formally commence at the date of the issuance of the Acceptance Certificate. Please specify warranty period and terms in details.
- 9. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 10. Defects: All defects in the Warranty period will be corrected by the Supplier without any cost to the Purchaser within 30 days from the date of notice by Purchaser.
Name and address of supplier service facility through which the defects are to be corrected within the warranty period (*please fill in*):



- 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
- (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}.

NAME OF SUPPLIER _____

Address of the Supplier _____

Authorized Signature and Stamp _____

Place and Date:

Annex 1**TECHNICAL SPECIFICATIONS (REQUIRED AND OFFERED)****(Filled Annex 1 TO BE INCLUDED IN THE QUOTATION)**

Project Title: **Serbia Railway Sector Modernization (SRSM) Project IBRD Loan No. 9221**
Purchaser: **Ministry of Construction, Transport and Infrastructure**
Contract Ref. No.: **SER-SRSM-RFQ-G-22-32**
Contract Title: **Procurement of vehicles for Railway Directorate**

MINIMUM REQUIRED SPECIFICATIONS		OFFERED SPECIFICATIONS (to be filled by Bidder)
1. Passenger car:		
	Technical Specifications:	Technical Specifications:
Type of vehicle:	Passenger car	
Quantity	2 (two) pieces	
Type of fuel:	Petrol	
Number of cylinders:	4-cylindrical, linear transversely forward	
Engine generation:	Euro 6	
Gearbox type:	6-speed manual	
Drive type:	Drive Type: Front-wheel	
Minimum number of doors:	4	
Minimum engine displacement:	1.300cc	
Minimum engine power:	90kw	
Minimum vehicle width with mirrors:	1.900mm	
Minimum vehicle length:	4.600mm	
Minimum vehicle height:	1.400mm	
Minimum wheelbase:	2.600mm	
Minimum trunk volume:	450 liters	
Year of vehicle production:	not older than 2022	
	Minimum required equipment:	Minimum required equipment:
	Steel wheels minimum 16"	
	Driver and front passenger airbags, front passenger airbag with deactivation	
	Front side airbags	
	Automatic air conditioning	
	Electric front and rear windows	
	Electrically adjustable and heated exterior mirrors	
	Central locking with remote control	
	Trip computer	

	LED headlights	
	Speed limiter	
	Tire pressure indicator (pneumatic control)	
	Parking sensors	
	Warranty:	Warranty:
	Warranty period from the date of signing the Minutes on Handover: min. 36 months or min. 100,000 km, whichever is earlier	
	Delivery time:	Delivery time:
	Up to 9 months from the Contract signing	

NAME OF SUPPLIER _____

Address of the Supplier _____

Authorized Signature and Stamp _____

Place and Date:

FORM OF CONTRACT

THIS AGREEMENT number **SER-SRSM-RFQ-G-22-32**, made on _____, __, 2022, between the Ministry of Construction, Transport and Infrastructure of the Republic of Serbia having its principal place of business at Nemanjina 22-26, 11000 Belgrade, 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 **Procurement of vehicles for Railway Directorate** to be supplied by Supplier, viz. Contract Ref No. **SER-SRSM-RFQ-G-22-32**, (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 hereinafter called “the Contract Price”.

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 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; Form of Quotation;**
 - 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

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).

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF THE
**Ministry of Construction, Transport and
Infrastructure**

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

Name of Authorized Representative

Name of Authorized Representative