**REQUEST FOR QUOTATION (RFQ)**

**Invitation to tender for Supply and Delivery of one (1) car in West Bank**

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| **RFP No.:** | 2/T/2024 |
| **Project:** | SUPPORT AGRI-FOOD COOP NETWORK IN PALESTINE (SANET) |
| **Country:** | Palestine |
| **Issued on:** | **10 January 2024** |
| **Deadline** | **05 February 2024** |

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| **RFQ Reference**  2/T/2024 | **Date**  **10 January 2024** |

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# SECTION 1: LETTER OF INVITATION

**Dear Sir / Madam,**

We kindly request you submit your quotation for the **“Supply and Delivery one (1) car”** as per the detailed ToRs attached in Section 3 of this RFQ.

This Request for Quotation comprises the following documents:

* Section 1: This request letter
* Section 2: RFQ Instructions to bidders and Data
* Section 3: Schedule of Requirements
* Section 4: Returnable Bidding Forms

Please be guided by the RFQ Instructions and Data when preparing your quotation. Please note that quotations must be submitted using **Form A: Bidder Information Form** and **Form B: Technical and Financial Offer**, by the method and by the date and time indicated in Section 2. It is your responsibility to ensure that your quotation is submitted on or before the deadline.

Quotations received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your quotations.

Issued by:

|  |  |
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| Signature: |  |
| Name: | Lorenzo Melozzi |
| Title: | Project Manager |
| Date: | 10 January 2024 |

# SECTION 2: INSTRUCTION TO BIDDERS

## General Provisions

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| **Introduction** | Bidders shall adhere to all the requirements of this RFQ, including any amendments made in writing by CIHEAM Bari.  Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Bid by CIHEAM Bari. CIHEAM Bari is under no obligation to award a contract to any Bidder as a result of this RFQ.  CIHEAM Bari reserves the right to cancel the procurement process at any stage without any liability of any kind for CIHEAM Bari, upon notice to the bidders or publication of cancellation notice on the CIHEAM Bari website. |
| **Gifts** **and Hospitality** | Bidders/vendors shall not offer gifts or hospitality of any kind to CIHEAM Bari staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches, dinners or similar. In pursuance of this policy, CIHEAM Bari: (a) Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a CIHEAM Bari contract. |
| **Conflict** **of** **Interest** | CIHEAM Bari requires every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to CIHEAM Bari if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ. Bidders shall strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified.  Bidders must disclose in their Bid their knowledge of the following: a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel who are family members of CIHEAM Bari staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving goods and/or services under this RFQ.  The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to CIHEAM Bari’s further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFQ, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Bid. |

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## Preparation of Quotation

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| **General Considerations** | * In preparing the RFQ, the Bidder is expected to examine the RFQ in detail. Material deficiencies in providing the information requested in the RFQ may result in rejection of the Quotation. * The Bidder will not be permitted to take advantage of any errors or omissions in the RFQ. Should such errors or omissions be discovered, the Bidder must notify the CIHEAM Bari. |
| **Cost** **of preparation** **of** **Quotation** | * CIHEAM Bari shall not be responsible for any costs associated with a Bidder preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process. |
| **Language** | * The Quotation, as well as any and all related correspondence exchanged by the Bidder and CIHEAM Bari, shall be written in English, Including documentation, catalogues, instructions and operating manuals. |
| **Documents to be submitted** | Bidders shall include the following documents in their quotation:  **☒** Form A: Bidder Information Form duly completed and signed;  **☒** Form B: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Section 3;  **☒** Company Profile;  **☒** Registration certificate. |
| **Currencies** | * All prices shall be quoted in **EURO**. Where Quotations are quoted in different currencies, for the purposes of comparison of all Quotations:  1. CIHEAM Bari will convert the currency quoted in the Quotation into the CIHEAM Bari preferred currency, in accordance with the prevailing operational rate of exchange on the last day of submission of Quotations; 2. In the event that CIHEAM Bari selects a Quotation for award that is quoted in a currency different from the preferred currency, CIHEAM Bari shall reserve the right to award the contract in the currency of CIHEAM Bari’s preference, using the conversion method specified above.  * The currency of bid will be the currency of contract. It is up to the bidders to manage the cash withdrawal from their own bank. |
| **Price variation** | * No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the quotation after the quotation has been received. |
| **Partial Quotes** | **☒** Not permitted |
| **Alternative Quotes** | **☒** Not permitted |
| **Joint** **Venture,** **Consortium** **or** **Association** | * If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between CIHEAM Bari and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, Consortium or Association. |
| **Only** **one** **Bid** | * The Bidder (including the Lead Entity on behalf of the individual members of any Joint Venture, Consortium or Association) shall submit only one Bid, either in its own name or, if a joint venture, Consortium or Association, as the lead entity of such Joint Venture, Consortium or Association.   Bids submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:  **a)** they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s;  **b)** they have the same legal representative for purposes of this RFQ;  **c)** they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this RFQ process;  **d)** they are subcontractors to each other’s Bid, or a subcontractor to one Bid also submits another Bid under its name as lead Bidder;  **e)** some key personnel proposed to be in the team of one Bidder participates in more than one Bid received for this RFQ process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Bid. |
| **Period of Validity of Quotation** | * Quotations shall remain valid for 30 days from the deadline for the Submission of quotations. A quotation valid for a shorter period may be rejected by CIHEAM Bari and rendered non-responsive. * During the quotation validity period, the Bidder shall maintain its original quotation without any change, including the availability of the Key Personnel, the proposed rates and the total price. |
| **Extension of Quotation Validity Period** | * In exceptional circumstances, prior to the expiration of the quotation validity period, CIHEAM Bari may request Bidders to extend the period of validity of their quotations. The request and the responses shall be made in writing, and shall be considered integral to the quotation. * If the Bidder agrees to extend the validity of its quotation, it shall be done without any change in the original quotation. * The Bidder has the right to refuse to extend the validity of its quotation, and in which case, such quotation will not be further evaluated. |
| **Clarification of Quotation** | * Bidders may request clarifications on any of the RFQ documents no later than 5 days before the submission deadline. Any request for clarification must be sent via email or asked via telephone to the following contacts:  |  |  | | --- | --- | | **Mr Lorenzo Melozzi**  [melozzi@iamb.it](mailto:melozzi@iamb.it) | **Mr Samer Titi**  [titi@iamb.it](mailto:titi@iamb.it) |  * CIHEAM Bari will provide the responses to clarifications direct communication to prospective Proposers by email. * CIHEAM Bari shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of CIHEAM Bari to extend the submission date of the Quotations, unless CIHEAM Bari deems that such an extension is justified and necessary. |
| **Duties and taxes** | * All quotations must be VAT excluded. |

## Submission and Opening of Quotations

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| **Submission** | * The Bidder shall submit a duly signed and complete Quotation comprising the documents and forms in accordance with the requirements in this RFQ. The submission shall be in the manner specified in this RFQ. * The Quotation shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. * Bidders must be aware that the mere act of submission of a Quotation, in and of itself, implies that the Bidder fully accepts the CIHEAM Bari General Contract Terms and Conditions. |
| **Hard copy submission** | * **☒** Not permitted |
| **Email Submission** | * Email submission is the only one allowed and shall be governed as follows:  1. Electronic files that form part of the Quotation must be in accordance with the format and requirements indicated in RFQ; 2. Send the following documents, all duly completed and signed, in one email: Form A (Bidder Information Form), Form B (Technical and Financial Offer), and, in accordance with the Schedule of Requirements in Section 3, the Company Profile and Registration Certificate. 3. The files must be sent to the following email addresses: [melozzi@iamb.it](mailto:melozzi@iamb.it) and [segreteriaope@iamb.it](mailto:segreteriaope@iamb.it) 4. The subject line of the email should be as follows: **2/T/2024** |
| **Deadline** **for the Submission** **of** **Quotation** | * Monday,05February2024 |
| **Quotation Opening** | * There is no public bid opening for RFQs. CIHEAM Bari shall open the offers in the presence of an ad-hoc committee formed by SANET project, consisting of at least two (2) members. |

## Evaluation of Quotations

|  |  |
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| **Confidentiality** | * Information relating to the examination, evaluation, and comparison of Quotations, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award. * Any effort by a Bidder or anyone on behalf of the Bidder to influence CIHEAM Bari in the examination, evaluation and comparison of the Quotations or contract award decisions may result in the rejection of its Quotation. |
| **Evaluation of Quotations** | * The Bidder is not permitted to alter or modify its Quotation in any way after the Quotation submission deadline. CIHEAM Bari will conduct the evaluation solely on the basis of the submitted Technical and Financial Quotation. * Evaluation of Quotation is made of the following steps:  1. Preliminary Examination; 2. Evaluation of Technical Quotations; 3. Evaluation of Financial Quotations. |
| **Preliminary Examination** | * CIHEAM Bari shall examine the Quotations to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Quotations are generally in order, among other indicators that may be used at this stage. |
| **Evaluation method** | * **☒** Quotations will be evaluated based on the compliance with the technical specifications and the total cost of the goods (Quality and Cost Based Selection). * The evaluation method that applies for this RFQ shall be the combined scoring method which will be based on a combination of the technical and financial score. * The formula for the rating of the Proposals will be as follows:   **Combined Score =** (TQ Rating) x (Weight of TQ, 70%) + (FQ Rating) x (Weight of FQ, 30%)   * The contract will be awarded to the best ranked tender. |
| **Evaluation criteria** | * **☒** Full compliance with all requirements as specified in Section 3 * **☒** Full acceptance of the General Conditions of Contract |
| **Clarification of Quotations** | * To assist in the examination, evaluation and comparison of Quotations, CIHEAM Bari may, at its discretion, ask any Bidder for a clarification of its Quotation. * CIHEAM Bari’s request for clarification and the response shall be in writing and no change in the prices or substance of the Quotation shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by CIHEAM Bari in the evaluation of the Quotations, in accordance with RFQ. * Any unsolicited clarification submitted by a Bidder in respect to its Quotation, which is not a response to a request by CIHEAM Bari, shall not be considered during the review and evaluation of the Quotations. |
| **Responsiveness of Quotation** | * Provided that a Quotation is substantially responsive, CIHEAM Bari may waive any non-conformities or omissions in the Quotation that, in the opinion of CIHEAM Bari, do not constitute a material deviation. * CIHEAM Bari may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Quotation related to documentation requirements. Such omission shall not be related to any aspect of the price of the Quotation. Failure of the Bidder to comply with the request may result in the rejection of its Quotation. |
| **Nonconformities, Reparable Errors and Omissions** | * For Financial Quotation that has been opened, CIHEAM Bari shall check and correct arithmetical errors as follows: * if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of CIHEAM Bari there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; * if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and * if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. * If the Bidder does not accept the correction of errors made by CIHEAM Bari, its Quotation shall be rejected. |

## Award Contract

|  |  |
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| **Right to Accept, Reject, any or all Quotations** | * CIHEAM Bari reserves the right to accept or reject any Quotation, to render any or all of the quotations as non-responsive, and to reject all quotations at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for CIHEAM Bari’s action. CIHEAM Bari shall not be obliged to award the contract to the lowest priced offer. |
| **Right to Vary Requirements at the Time of Award** | * At the time of award of Contract, CIHEAM Bari reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions. |
| **Type of Contract to be awarded** | * **☒** Contract |
| **Contract Signature** | * Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to CIHEAM Bari. Failure to do so may constitute sufficient grounds for the annulment of the award. * CIHEAM Bari may award the Contract to the Second Ranked Bidder or call for new Quotations. |
| **Payment Terms** | * Payment will be made in two instalments: * 1st instalment: 50% of the total amount of the accepted offer, paid after the signature of the contract. * 2nd instalment: 50% of the total amount of the accepted offer, upon the confirmed reception and successful testing of the good delivered in the place pointed out in this list. |
| **Conditions for Release of Payment** | * **☒** Written Acceptance of Goods based on full compliance with RFQ requirements. * CIHEAM Bari shall have a reasonable opportunity to inspect all goods and services. If the goods or services are not acceptable, Contractor may be allowed to cure the work and/or products within a reasonable time at no additional cost to CIHEAM Bari. Unless otherwise provided hereunder, liability for payment shall be subject to acceptance by CIHEAM Bari. |
| **Approved Budget for the Contracts** | * The contract value must not exceed **EUR 45.000,00** (forty-five thousand euros) turnkey. |
| **Place of delivery** | * **Ministry of Agriculture – Ramallah**   **983 Al Mobadeen St., 28 Al Madina Block P6140177**  **Ramallah** |

# SECTION 3: SCHEDULE OF REQUIREMENTS

|  |  |  |
| --- | --- | --- |
| **Minimum Technical Requirements** | **Q.ty** | **Destination** |
| **Note:** All items shall be of good quality and samples shall be approved first and the rate inclusive of assembling all items and fixing them properly in position in the final destinations | | |
| **Vehicle type and specifications:**   * The vehicle must be a new vehicle (sedan, SUV or crossover); * No of seats: Minimum 5 (including driver) * Minimum 150 mm ground clearance; * Length of the vehicle: minimum 4100 mm; * Height of the vehicle: minimum 1500 mm; * No Doors: Min. 5 doors;   **Engine and transmission:**   * Fuel Type: Diesel/petrol/electric/hybrid powered engine with the following specifications: * Engine capacity maximum 2500cc; * Engine must be energy efficient; * Environmentally friendly; * Engine power minimum 90 Kw; * Automatic transmission   **Safety and security:**   * ABS; * Traction Control System; * Front and side air bags; * Head supports for all seats (front and rear); * All seats must be fitted with seat‐belts; * Xenon/led lights or similar; * Front and rear fog lights; * Remote central locking system;   Anti‐theft system (key immobilizer);  **Interior comfort specifications:**   * Automatic air‐conditioning; * Power assisted steering wheel with tilt and collapsible steering column; * Cruise control; * Navigation system * Power side mirrors; * Electric powered for all windows; * Rear parking sensors with acoustic warning; * Upholstery on seats to be indicated (fabric or leather); * Overhead front and rear reading lights; * Audio system with Bluetooth and hand free option including front and rear music speakers plus antenna;   **Warranty and service plan:**   * Minimum factory warranty of 2 years. The tenderer may offer a longer warrantee period, but without any extra cost. This will be taken into consideration for the technical evaluation of the offer. * Free regular service/maintenance (i.e. oil and filters) for 2 years. This will be taken into consideration for the technical evaluation of the offer.   **Conformity certificates (to be provided upon delivery of the vehicle):**  All the certificates delivered by the manufacturer (conformity certification) attesting that the proposed vehicles are in conformity with the Palestine and international standards applicable in the sector covered by this tender should be provided to the contracting authority together with the vehicle upon delivery. | **1** | **Ministry of Agriculture**  **Planning and Policies Dpt. 5th Floor** |

**Delivery Requirements**

* **Delivery** **date** **and** **time**

Bidder shall deliver the goods within 60 days[[1]](#footnote-1) after the Contract signature.

* **Delivery Terms (INCOTERMS 2020)**

Deliver at Place Unloaded (DPU)

* **Customs clearance (must be linked to INCOTERM)**

☒ Supplier/bidder

☒ Freight Forwarder

* **Distribution of shipping documents (if using freight forwarder)**

If required, will be communicated with the contractor

* **Packing Requirements**

As per standard: up to the Contractor to ensure equipment supplied are intact/not tempered with. Damaged items will not be received and should be replaced with a new one of the same specifications.

* **Training on Operations and Maintenance**

Not required

* **Warranty Period**

As set in Minimum Technical Requirements

* **After-sales service and local service support requirements**

Repair any damage within the warranty period at the contractor’s cost (for Furniture)

* **Mode of Transport**

Any mode: up to the contractor to decide so long as the equipment timeline is met

# SECTION 4: RETURNABLE BIDDING FORMS

## Bidder’s Checklist

This form serves as a checklist for preparation of your Quotation. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Quotation submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

**Quotation Folder:**

|  |  |
| --- | --- |
| **Have you duly completed all the Returnable Bidding Forms?** |  |
| * Form A: Bidder Information Form |  |
| * Form B: Technical and Financial Offer |  |

## Form A: Bidder Information Form

|  |  |
| --- | --- |
| **Legal name of bidder or Lead entity for JVs:** |  |
| **Legal Address, City, Country:** |  |
| **Registration Number:** |  |
| **Year of Registration:** |  |
| **Legal structure:** |  |
| **Name of Key Contact:** |  |
| **Email address:** |  |
| **Mobile:** |  |
| **Website:** |  |
| **Bank Information:** | **Bank Name:** |
| **Bank Address:** |
| **IBAN:** |
| **SWIFT/BIC:** |
| **Account Currency:** |
| **Bank Account Number:** |
| **Account Owner:** |

1. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) *(If yes,* *provide* *a* *Copy* *of* *the* *valid Certificate)*

**Yes**  **No**

1. Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (*If yes, provide a Copy of the valid Certificate*)

**Yes**  **No**

1. Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)

**Yes**  **No**

1. Does your organization demonstrate a significant commitment to sustainability through some other means, for example, internal company policy documents on women empowerment, renewable energies, or membership of trade institutions promoting such issues (If yes, provide a Copy)

**Yes**  **No**

1. Is your company a member of the UN Global Compact?

**Yes**  **No**

**Bidder’s Declaration**

The **bidder** hereby declares that I/we agree(s) to participate in the procurement procedure in adherence to the principles stated in CIHEAM Bari’s Procurement Policy and Procedure and are fully aware that any failure to comply could lead to our exclusion from the tender process and to the rejection of our bid.

The **bidder** agrees to carry out our duties to the highest professional standards, with no consideration linked to possibilities for future contracts. The Tenderer commits to adhere to CIHEAM Bari’s Procurement principles and minimum standards throughout our commercial and procurement activities and have procedures in place to ensure that respect for these principles and standards is upheld by our staff and contractors.

I/we hereby furthermore declare that the **bidder**:

1. is not subject to any conflict of interest in the ongoing procurement procedure for this contract and there has not been any misrepresentation in the information supplied along the process;
2. is not bankrupt or being wound up or having its affairs administered by the courts. It has not entered into an arrangement with creditors or suspended business activities and is not the subject of proceedings concerning those matters;
3. we or persons having powers of representation, decision-making or control over them have not been convicted of an offense concerning their professional conduct by a final judgment;
4. has never been proven guilty of any grave professional misconduct;
5. has not failed to fulfill their obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established, or with those of the country where the contract is to be performed;
6. has never been convicted for fraud, corruption, illegal activity, involvement in a criminal organization, or money laundering by a final judgment.
7. does not make use of child labour or forced labour and/or practice discrimination, and/or disrespect the right to freedom of association and the right to organize and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
8. l/We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium members or subcontractors or suppliers for any part of the contract is not under procurement prohibition by the CIHEAM, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists and have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization.
9. In submitting this Quote I/we warrant that the bidder: has not entered into any improper, illegal, collusive, or anti-competitive arrangements with any Competitor; has not directly or indirectly approached any representative of the Buyer (other than the Point of Contact) to lobby or solicit information in relation to the RFQ; has not attempted to influence or provide any form of personal inducement, reward or benefit to any representative of the Buyer.
10. I/We understand and recognize that you are not bound to accept any Quotation you receive, and we certify that the goods offered in our Quotation are new and unused.

I/we agree to hold in trust and confidence any information or documents disclosed to us, discovered by us or prepared by us during the course of the tender and agree that it shall be used only for the purposes of this process and shall not be disclosed to any third party. I/we understand that any unauthorized disclosure by us may render the **bidder** liable to legal action.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Title: |  |
| Date: |  |
|  | [*Stamp with official stamp of the Bidder*] |

## Form B: Technical and Financial Offer

**TECHNICAL AND FINANCIAL OFFER – GOODS**

*Bidders are requested to complete this form, sign it, and return it as part of their bid along with Annex 2: Quotation Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.*

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Bidder: | [Insert Name of Bidder] | Date: | Select date |
| RFQ Reference: | 2024/CIHEAMBari/PAL/SANET\_G4 | | |

**Supply and Delivery of one (1) car**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Currency** **of** **the** **Quotation: ☐ EUR**  **INCOTERMS: DPU** | | | | |
| **Item No** | **Description** | **Qty** | **Unit** **price** | **Total** **price** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
| 4. |  |  |  |  |
| **Total** **Final** **and** **All-inclusive** **Price** | | | |  |
| **Total** **Final** **and** **All-inclusive** **Price with VAT \_\_\_\_\_%** | | | |  |

**Compliance with Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Conditions** | **You** **Responses** | | |
| **Yes,** **we** **will** **comply** | **No,** **we** **cannot** **comply** | **If** **you** **cannot** **comply,** **pls.** **indicate** **counter** **–** **offer** |
| Minimum Technical Specifications for all goods |  |  |  |
| Delivery Term (INCOTERMS 2020 DPU) |  |  |  |
| Delivery to location as mentioned in RFQ |  |  |  |
| Warranty as set in Minimum Technical Requirements |  |  |  |
| Validity of Quotation (30 days) |  |  |  |
| Payment terms |  |  |  |

Having examined the RFQ Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the following goods/services, in conformity with the said bidding documents for the sum of as may be ascertained in accordance with the Quotation attached herewith and made part of this Bid.

We undertake, if our quotation is accepted, to deliver the goods in accordance with the delivery schedule specified in the RFQ documents

We agree to abide by this Bid for a period of [30] days from the RFQ closing date, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Stamp with official stamp of the Bidder*]

## General Terms and Conditions of Contract

**DRAFT SUPPLY CONTRACT**

Made by and between:

**CIHEAM - Mediterranean Agronomic Institute of Bari (CIHEAM Bari)** (hereafter referred to as “**Contracting Authority**”), a body of CIHEAM - an international intergovernmental organization established for the purpose of meeting needs in the general interest, not having an industrial or commercial character, through the Agreement signed in Paris on 21 May 1962, ratified and enforced in Italy by the Law 13 July 1965 no. 932, and regulated in Italy by the Law 26 May 2000 no. 159 to ratify and enforce the Supplementary Agreement between the Italian Republic Government and the CIHEAM, with its registered and operating office based in Italy at Via Ceglie n. 9, Valenzano (BA), taxpayer’s code 93047470724 - represented for the signature hereof by Mr Maurizio Raeli, in his capacity as Director of CIHEAM Bari;

And

The XXXXXX**.**, with head office in XXXXXX (hereinafter referred to as **“Supplier”**), represented by its legal representative Mr. XXXXXX, with passport number xxxxxxxx;

**WHEREAS**

- there is a need to ensure the availability of n° **1 car** in the framework of the Project SANET “….” in order to achieve the goal of improving the food quality production of local SMEs;

- on the basis of the certified need, a call for tenders was issued on xxxxxxx with final award of the supply contract, on the recommendation of a special committee of experts, by the Director of this Contracting Authority to the above-mentioned Supplier on xxxxxxx;

- the Supplier has formulated a commercial proposal that was deemed technically adequate and economically reasonable;

- for the Supplier, the following have been ascertained:

a) company’s registration certificate;

b) the valid identification document of XXXXXX, legal representative of the concerned company, born in xxxxxxxx on xxxxxxxx, CI number or valid passport xxxxxxxx;

c) traceability of financial flows with payment by bank transfer;

d) acceptance of the service as specified in the Offer of XX/XX/XXXX by the Supplier.

**ALL THE FOREGOING**

The parties, as constituted above, while confirming and ratifying what stated above, agree and stipulate the following:

**Article 1 - PURPOSE OF THE CONTRACT**

The supply of a car- including their delivery, installation and testing - subject matter of this contract, is meant to improve XXXXXX

The contract is drawn up in accordance with the regulations, rules and directives of the Contracting Authority.

**Article 2 - SUBJECT OF THE CONTRACT**

This contract concerns the supply, including delivery, warranty, testing and after-sales service of:

- n° 1 car. XXXXXX.

The supply was awarded by CIHEAM Bari to XXXXXX, within the framework of the SANET Project, in Palestine.

It is understood that these items are also referred to in this contract as “Car”.

In particular, the quantity and the technical specifications of the items to be supplied are specified in the offer (Annex I), constituting integral part of this contract.

**Article 3 - VALUE OF THE CONTRACT**

The value of the supply paid by the Contracting Authorityfor the purchase and delivery of the car in Annex 1 is:

- **Euro xx.xxx,xx**

The price stated in the supply contract is understood to be exempted from custom duties and constitutes the total amount to be disbursed by the Contracting Authority for the supply and delivery of the above items.

**Article 4 - OPERATIONAL MODALITIES OF THE SUPPLY**

The Supplier assumes full responsibility for the execution of the supply, which shall be carried out in a workmanlike manner and in compliance with the rules set out in this contract. In particular:

1. The costs of the car, including its testing, are those provided for in the approved offer as negotiated with CIHEAM Bari (Annex 1);
2. Technical specifications and characteristics of car are those provided for in the approved offer (Annex 1);
3. Consignee: CIHEAM Bari;
4. Agreed place of delivery: XXXXXX
5. Delivery time in XXXXXX: up to a maximum of 6 months following the signature date of the contract.

**Article 5 - TESTING AND ACCEPTANCE OF THE SUPPLY**

The parties agree that the supply covered by this contract will be considered accepted only after the successful completion of the testing operation.

The testing operation of the supplied car shall permit the ascertainment of the proper functioning of what has been supplied and its compliance with the characteristics provided in Annex 1.

The positive outcome of the testing operation shall be evidenced by a special report signed by the technical consultant delegated by the Contracting Authority, and the supply shall be deemed accepted only upon the positive outcome of the testing operation.

If any defects, flaws, malfunctions or discrepancies are found during testing operations, the supplier undertakes to remedy them. Upon the outcome of such interventions, a new test will be carried out in the same manner as previously agreed upon.

**Article 6 - BURDEN ON THE SUPPLIER**

The Supplier is obliged to comply with all the organizational and regulatory provisions for the correct execution of the supply, as well as current labour safety regulations at the place of execution of the supply, taking all necessary measures and precautions to ensure the safety of its personnel engaged in the work.

The Supplier is also obliged to rigorously comply with the provisions of this Contract.

**Article 7 - LIABILITIES**

The Contracting Authority is held harmless from any liability for damages to the people and/or facilities and infrastructures.

The Supplier is responsible for any accident at work of the personnel recruited for the performance of the supply covered by this contract.

The Supplier undertakes to comply with and implement all the health precautions provided for by the national legislation in the performance of the supply covered by this contract.

**Article 8 - INTERRUPTIONS IN SUPPLY**

By its very nature, the supply cannot be interrupted except for reasons of force majeure.

In the event of force majeure, the Supplier shall promptly notify the other in writing of the force majeure event.

**Article 9 - DURATION AND AMENDMENTS**

This contract shall be effective from the Parties’ signature until successful testing and acceptance of the car supplied, within X months after signature, as specified in points 5 and 6 of Article 4.

Any amendment or extension of the present contract shall be arranged by agreement between the parties on the basis of a written request sent by the Supplier, even only by e-mail, accepted in writing by the Contracting Authority, to the address indicated in Art. 13.

In the event of an extension, the Supplier shall ensure the supply under the same conditions and at the same price agreed in this contract.

**Article 10 - PAYMENTS**

1. Invoices and any other relevant supply documentation shall be addressed to: "CIHEAM Bari - SANET Project". The original invoices shall be issued in EURO and shall be duly stamped and signed by the supplier in accordance with the following provisions:
   1. First advance payment of 50%, EURO XXXXXX (…. euro) of the contract value (art. 2) after the signing of the contract and presentation of the appropriate invoice.
   2. Final instalment of 50%, EURO XXXXXX(…. euro) of the value of the contract (art. 2) upon arrival in the delivery location (art.4) of the goods at the agreed time, and successful testing of all the items delivered and the presentation of an appropriate invoice.
2. Payments, by the Contracting Authority to the Supplier, shall be made within 10 days from the date of issue of an invoice, once the execution of the provisions of this contract has been ascertained, by means of a bank transfer in Euro currency to the current account of the Supplier:

Account holder: XXXXXX

Account n°: XXXXXX

Bic/Swift: XXXXXX

IBAN: XXXXXX

Bank name: XXXXXX

The invoices shall be addressed to:

CIHEAM - Mediterranean Agronomic Institute of Bari

Via Ceglie, 9 - 70010 Valenzano (BA)

Fiscal Code 93047470724

addresses: [contab@iamb.it](mailto:contab@iamb.it)

1. The Contracting Authority shall not be charged any expenses and commissions at the exchange rates requested by the Supplier's bank.

**Article 11 – WARRANTY & AFTER-SALES SERVICE**

The supplier undertakes to guarantee the supplied items, covered by this contract, for the period of XXXXXX months starting from the first start-up of the car.

In addition, the supplier undertakes to ensure, during XXXXXX months starting from the first start-up of the car and without a change to the price already stipulated in the offer, a technical assistance service operated by the supplier or a qualified and specially authorised partner, whose contact details will be provided after the signing of this contract.

**Article 12 – TERMINATION OF CONTRACT**

Either Party may terminate this contract in the event of breach of an obligation of the other if such breach remains uncured after thirty (30) days' notice.

**Article 13 - COMMUNICATIONS**

It is agreed that communications shall be made through the following address:

For the Supplier:

Address: XXXXXX

E-mail: XXXXXX

For the Contracting Authority:

Address: CIHEAM - Mediterranean Agronomic Institute of Bari

Via Ceglie, 9 - 70010 Valenzano (BA)

E-mail: [iamdir@iamb.it](mailto:iamdir@iamb.it)

All communications sent to these addresses shall be considered valid for all legal purposes.

**Article 14 - LANGUAGE OF THE CONTRACT**

English is the official language of the present contract.

**Article 15 - PROCESSING OF PERSONAL DATA**

Together with the signature of this contract, the Supplier consents to the processing of its personal data (including sensitive data) by the personnel in charge of storage, retention and use of this contract.

In particular, the Supplier undertakes to adopt data processing based on the principles of lawfulness and fairness while respecting the confidentiality requirements, in recognition that on 5 July 2019 the CIHEAM adopted the “Security of the Information and Personal Data Protection Policy”, inspired by the same principles stated in the EU Regulation 679/2016 – General Data Protection Regulation and subsequent amendments and additions.

**Article 16 - DISPUTES**

Any dispute between the Parties relating to the interpretation or application of the provisions of this Agreement shall be settled through mutual and amicable consultation between the Parties. In this case, the official language for correspondence will be English Language.

Should mutual consultation fail to find other solutions, any dispute shall be settled by way of arbitration, under article 19 of the Supplementary Agreement signed in Rome on March 18, 1999, between the CIHEAM and the Government of the Italian Republic, relevant to the privileges and immunities of CIHEAM in Italy, ratified by the law no.159 of May 26, 2000.

**Article 17 - FINAL PROVISIONS**

The present contract consists of 7 pages, excluding the annexes (which are however an integral part of the present contract).

Annexes:

1. Annex 1: Approved supply offer;

2. Annex 2: Registration certificate of the Supplier;

3. Annex 3: Copy of the Passport of the legal representative of the Supplier.

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| For **CIHEAM Bari**  Contracting Authority  Director  Maurizio Raeli |  | For XXXXXX  Supplier  Legal Representative  XXXXXX |
| Stamp and signature |  | Stamp and signature |

1. The date and time of delivery may be extended based on the current security situation. [↑](#footnote-ref-1)