

## Richiesta di offerta

N. rich. offerta/Data

6200049805 / 22.06.2017

Persona da contattare

BUYER ZUPPA

FORNITORE

16100 GENOVA GE

Vs. codice Fornitore presso di noi

106403

Scadenza offerta 28.06.2017

Data consegna 31.12.2020

Vi invitiamo a sottoporci offerta, senza alcun impegno o spesa da parte nostra, per la fornitura di quanto specificato in appresso, alle condizioni di seguito esposte.

Pos.	Materiale	Definizione	Pr.Un.	Qtà	UM	Imp.Tot
00010		Workshop repair activity for Genenerator	0,00	1	N.	0,00

### Condizioni Generali

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## 0.MINIMUM REQUEST TO PARTICIPATE TO THIS ENQUIRY

As first activity the participant must register on ARIBA negotiation web portal through the following link:

<http://ergrenew.supplier.ariba.com/ad/register/SSOActions?type=full>

If the Participant is already registered with other Clients, it is anyway necessary to update the registration. The update is necessary to be identified by Erg.

The registration to ARIBA does not imply that the Participant is included in the Vendor List of Erg Group.

ARIBA is a third party and in no way affiliate to Erg Group.

The placement of any order or contract will be subject to a POSITIVE RESULT being achieved in the Erg Group Vendor List qualification process. In the event of a negative qualification result, the Supplier will not be entitled to any order or contract that may be placed and will have nothing to claim for this reason, despite having taken part in the bid submission process.

Positive qualification results will not be binding upon the client.

The submission of a bid implies acceptance by the bidder of the General Terms and Conditions of Contract for the Procurement of Works, of Terms and Conditions for Procurement of Consultancy Services- and in general with general conditions for procurement that the Principal will send with this document.

All necessary documents requested by law, as well as documents indicated in the general conditions must be sent to the Principal under their period of validity before the placement of any order or contract, all documentation about regular contribution, payment of VAT and taxes in general must be available and valid.

In case your company does not fulfil what above please decline the presentation of the requested proposal.

By presenting the proposal, the Participant undertakes and accepts without deviation the Ethical Code of the Principal and accepts the Model about 231 having carefully read them.

These documents are available on Erg and/or Erg Renew website ([www.ergrenew.it](http://www.ergrenew.it) - [www.erg.it](http://www.erg.it)).

Under no circumstances, clauses and commercial conditions contained in the proposal of the participant will have contractual value and will never deviate from standard commercial conditions of the principal.

In drawing up your proposal, you will have taken into account all of the above and/or any requirements stated in the technical documentation sent to you and or already in your possession.

### 1 SUBJECT

This enquiry is about a possible three year agreement with object the in your workshop repair of electrical Generator dismantled from wind turbine.

All materials shall be first quality, not prototype and in strict accordance to what indicated in the technical specifications, norms, regulations, best practice, data-sheets" and in general to the documentations forwarded to you by the principal with this enquiry.

All activity shall be accomplished in your workshop.

Packing shall be included in the scope of supply and adequate for the particular shipping and transportation and according to the experience of the supplier.

Transportation and packing shall be under full responsibility of the supplier.

All goods are insured for whatever event for the total value. Anyway the supplier shall refund to the principal al cost and damages in case not refunded by the insurance company.

### 2.DOCUMENTATION

Under no circumstance the documentation of the supplier will have contractual value and that the principal will not mention the offer in the order or contract.

### 3. WORK EXECUTION TIME

You are requested to state your best delivery time.

State the delivery date in your bid in calendar days (any closure periods must be included) from the date of placement of any order or contract.

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#### 4.SUBCONTRACTING

According to General Conditions subcontracting is prohibited. In exceptional cases the principal may authorize subcontracting but subcontractors must be pre-qualified in Erg's Vendor List.

The 100% subcontracting is always forbidden.

#### 5.INSTRUCTION FOR PROPOSAL PRESENTATION

You will send your proposal WITHOUT PRICES no later than 02.12.2016 at 16:00 to the following e-mail address:

Valentino Zuppa  
TEL. 0039 334 6886506  
E-MAIL: vzuppa@erg.eu

#### 6.TECHNICAL CLARIFICATIONS

Only for technical clarifications you can contact:

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Giacomo Barbieri  
TEL. 0039 345 9389902  
E-MAIL: gbarbieri@erg.eu

People of the technical departments do not have any commitment to deal with commercial aspects.

#### 7.ACCEPTABILITY OF THE BID

The Principal will not take in consideration proposals that should be received after the above deadlines.

The Principal will not take in consideration incomplete proposals and with deviations to Principal's general conditions.

Proposals that should be received both economic and technical will not be considered by Principal.

Please, confirm receipt of this Enquiry and confirm by email that you will submit your bid by the aforesaid deadline and join to ARIBA web portal through the link indicated in this enquiry.

#### 8.PRESENTATION OF PRICE

ECONOMICAL PROPOSAL (WITH PRICES IN EURO EXCLUDED VAT, FIXED AND INVARIABLE) SHALL BE SENT ONLY WHEN REQUESTED IN WRITING BY THE PROCUREMENT DEPARTMENT OF THE PRINCIPAL.

Deviations in technical and commercial aspects, respect to what requested by the Client will cause as a minimum a penalization.

Deviations are possible only if accepted in writing by principal before the negotiation phase.

Economical proposal shall be submitted through the ARIBA web portal, according to what will be later communicated by e-mail.

Please immediately register to ARIBA following what indicated in this link:

<http://ergrenew.supplier.ariba.com/ad/register/SSOActions?type=full>

In case of need please contact the help desk indicated on the web portal itself.

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In case the Client should consider necessary the submission of the proposal by e-mail or sealed envelope, further communications will follow.

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9.RIGHTS OF THE PRINCIPAL (CLIENT)

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The Principal reserves the right to carry out an examination of the technical aspects and appropriateness of the bids received and in any case remains free not to award the order to any of the Companies participating in the tender, or to award it a later date, and is not deemed to be committed to accepting the lowest bid. No right, power, claim, expectation or reliance in respect of ERG will therefore result from your participation or from any failure to be awarded the tender itself.

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Personal data supplied electronically or by other telecommunication systems when submitting your bid will be handled by the Client in accordance with legislation on the protection of personal data and for the purposes of Italian Law No. 675 of 31 December 1996. This data will be used by the Client exclusively for the purposes of assessing the bid submitted.

The Principal shall apply a penalty for delay of delivery.

If after the order / contract placement should be verified that the supplier is not in compliance with the necessary documentation and in particular with what requested by applicable law, the Principal shall terminate the contract/order for supplier's infringement or gross negligence. In this case all costs and damages direct and indirect included loss of production shall be paid by the Supplier to Principal.

Loss of production shall be calculated by principal and in case, the Principal can set off the due penalties and fines from other order and/or contract in place with the principal or with companies of the group of the principal itself.

It is clear that the Principal can inspect the site of work/s of the supplier carrying on all necessary verifications and inspection included verification about residence permit for foreign workers that must be regular and under the validity period.

#### 10. PAYMENTS

payments shall be made by Principal:

- only by bank transfer
- only in the countries where the supplier has its legal headquarters or where the supplier has its commercial or subsidiaries. No payments shall be made in countries different from that where the supplier has its headquarters or subsidiary. Under no circumstance payments shall be made in countries deemed to be "tax heaven"
- if applicable, only after the presentation of a substitute statement "ex circolare n. 40/E dell'8 ottobre 2012 about fulfillment of taxes and contributions requirements (VAT, contributions and taxes for employees)
- only if the order/contract confirmation has been received by the principal duly signed and timbered where indicated and signed in all pages.

Order/Contract confirmation must be anticipated by w-mail and file PDF.

- payment can be reduced of the amounts of penalties and fines if any also with reference to other contracts/order in place between companies of the group of the principal and companies of the group of the supplier.

#### 11. CODE OF ETHICS AND MODEL OF ORGANISATION, MANAGEMENT AND CONTROL

According to what stated in the General Conditions, The Supplier declares to be perfectly aware of the contents of the L.D. of 8 June 2001 No. 231, as well as the Model of Organization and Management and the Code of Ethics adopted by the Principal (published on the website [www.erg.it](http://www.erg.it) or [www.ergrenew.it](http://www.ergrenew.it)) and shall act in conformity with their provisions.

The Supplier also declares to be aware that compliance with these provisions is an essential element of the business organization of the Principal and represents a prerequisite of the Contractor's willingness to enter into this contract. Failure of the Supplier to comply with these provisions is a serious breach of contract and legitimizes the Principal to terminate such contract with immediate effect, pursuant to and for the purposes of Article 1456 of the Civil Code, without prejudice to the compensation due for any damages caused.

#### 12. RESPONSIBILITY

The supplier is fully responsible for the fulfillment and respect of applicable laws also about national works contract and about regulatory treatment, salary, social security and insurance for its personnel included about subcontractors.

The supplier shall keep the principal harmless from any claim that such staff should advance against it.

If applicable by participating to the bid, the supplier declares in accordance to D.P.R. 28 dicembre 2000, n.445 that it have fulfilled whatever necessary about:

- (i) indemnities and salaries ;
- (ii) payment of withholding tax on income from employment);
- (iii) payment of VAT about invoices etc.

Anyway the suppliers shall keep the principal harmless for whatsoever reason.

#### 13. CONFIDENTIALITY

The supplier shall keep all information received by Principal strictly confidential according to what indicated in the general conditions.

#### 14. MISCELLANEOUS

14.1 EPG reserves the right to carry out an examination of the technical/quality aspects and appropriateness of the bids received and in any case remains free not to award the contract to any of the Bidders involved in the tender, or to award it a later date, and is not deemed to be committed to accepting the lowest bid. No right, power, claim, expectation or reliance in respect of EPG will therefore result from your participation or

from any failure to be awarded the tender itself.

14.2. Neither ERG nor any of its affiliates will be under any obligation to accept, review or consider any offer or document received or submitted in relation to the Potential Agreement.

14.3. The delivery by ERG of this letter and/or any other connected information, your participation to the above selection process, and the receipt by ERG of your offers (including the First Binding Offer and/or the Second Binding Offer) does not constitute, and shall not be construed or interpreted as an obligation, express or implied, of ERG or any of its affiliates to negotiate, execute or perform the Potential Agreement or to enter into a transaction with any of the parties interested.

14.4. ERG expressly reserves the right, at its absolute discretion, for any reason and at any time prior to the signing of any binding agreement, without advance notice and any obligation to justify the reason thereof and without incurring in any liability whatsoever (including any pre-contractual, contractual, tort or other liability) (i) to modify, interrupt, suspend or terminate the selection process, the discussions and the negotiations with any or all interested parties and/or to reject any offer(s) (including any and all binding offers), whether or not in the context of the above selection process, (ii) to amend, change, extend and/or reduce the scope of the works of the Potential Agreement and the Draft during the selection process (iii) to begin or continue negotiation, including on an exclusive basis or simultaneously with one or more interested parties, whether or not participating to the above selection process, (iv) to consider any and all factors in its sole and absolute discretion in selecting interested parties with which to



proceed (v) not to enter into any agreement with respect to the Potential Agreement with any interested party.

14.5. By submitting your Expression of Interest, you (i) irrevocably and unconditionally accept the terms and conditions set forth herein, (ii) agree not to make any claim, and to waive any rights you may have, against ERG and/or any of their respective affiliates, directors, officers, employees and/or advisors in connection with the Potential Supply and (iii) declare to be perfectly aware of the contents of the L.D. of 8 June 2001 No. 231, as well as the Model of Organization and Management and the Code of Ethics adopted by the Principal (published on the website [www.erg.it](http://www.erg.it) or [www.ergrenew.it](http://www.ergrenew.it)) and shall act in conformity with their provisions and to be aware that compliance with these provisions is an essential element of the business organization of the Principal and represents a prerequisite of the Contractor's willingness to enter into this contract.

The terms of your offers shall be governed by and construed in accordance with the laws of Italy and any dispute arising in relation thereto shall be subject to the exclusive jurisdiction of the Genova.