



REQUEST FOR QUOTATION (RFQ)

DATE: May 1, 2011

REFERENCE: UNDP/IRN/RFQ/02/2011- MULTIFUNCTION COPIER MACHINE

Dear Sir / Madam:

You are kindly requested to submit your quotation for one unit Multifunction Copier Machine as per the specification mentioned in Annex I before close of business on May 9, 2011.

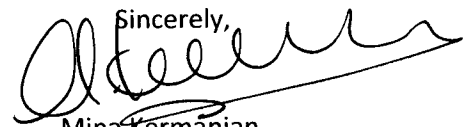
To enable you to submit a quotation please find enclosed:

Annex I.	Technical Specification
Annex II.	Schedule of requirements
Annex III.	Special Conditions
Annex IV.	General Terms and Conditions
Annex V.	Bid/ Quotation Submission Form
Annex VI.	Price Schedule

1. Interested Bidders may obtain further information, only in writing at the organization's mailing address, email or fax number indicated below. Please note that your inquiries should be sent one week before the closing date of bidding. Please indicate on the envelope: *INQUIRY ON MULTIFUNCTION COPIER MACHINE*

Name of Office: United Nations Development Programme/ Procurement Unit
Address: No.8 , Shahrzad Blvd., Darrou, Tehran, 1948773911, Iran
Fax: +98 21 2286 9547
Email: Ms. Mina Kermanian at mina.kermanian@undp.org

2. Quotations must be submitted in the sealed envelopes.
3. Partial, incomplete and late quotations shall be rejected. Please note that UNDP will not be responsible for postal delays in the delivery of the bid documents or non-receipt of the same.
4. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Mina Kermanian
Procurement Associate

**ANNEX I
TECHNICAL SPECIFICATION**

Item	Desc	Qty	Specifications
1	Copy Machine	1	<ul style="list-style-type: none">• Digital copier + network Printer + Network Scanner• 4 trays• Digital sorter• Duplex automatic document feeder• 1.2 GHz processor• 1 BG or higher RAM• 80 GB or higher Hard disk• Color touch screen interface• Scan to email• Secure print• Free delivery and installation• Free training• One year full guarantee

ANNEX II
SCHEDULE OF REQUIREMENTS

CONDITIONS	
Please submit your quotation in a sealed envelope to UNDP Iran Registry Unit no later than May 9, 2011.	
Address : UNDP Iran/ Registry Unit No.8, Shahrzad Blvd- Darrous 1948773911 Tehran, Islamic Republic of Iran	
Clearly marked "UNDP/IRN/RFQ/01/2011- ERGONOMIC OFFICE CHAIRS FOR UNDP OFFICE	
Language of the Quotation	English
Delivery Term (INCOTERMS 2000)	DDU Tehran UNDP Office - Delivery to : UNDP office located at No.8 Shahrzad Blvd. Darrous – Tehran – Islamic Republic of Iran
Delivery Time	Immediate
Price	Inclusive of shipment/ insurance and installation
Currency of quotation	IRR
Payment Terms	Within 30 days upon delivery of goods and receipt of invoice. Note : Payment to international suppliers will be made in EURO currency through bank transfer (EFT) and to local/ Iranian suppliers in Local currency (IRR) by check or bank transfer
Validity of Quotation	30 DAYS
Preliminary Examination - Completeness of quotation	Partial quotations not permitted
Quality Standards	Quality Certificate shall meet ISO9001 or equivalent international standards- copy of certificates to be enclosed. Exclusive agents in Iran to enclose letter of Agreement for sale and after sales services in Iran.
UNDP General Terms and Conditions for goods	Copy enclosed (see Annex IV)

REQUIREMENTS :

- 1- Your Bid shall be submitted in sealed envelope no later than closing date of May 9, 2011
- 2- Any bid received by the Procuring entity after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.
- 3- Language: All documentation, including installation and operating manuals shall be in English.
- 4- Brochure with model number and picture to be enclosed
- 5- Company Profile
- 6- Proof of after-sales service capacity and appropriateness of service network.

Preliminary Examination/ Evaluation of Quotations :

- Prior to the evaluation, UNDP will determine the substantial responsiveness of each Quotation to the Request for Quotation (RFQ). A substantially responsive Quotation is one which conforms to all the terms and conditions of the RFQ without material deviations.
- UNDP will examine the quotations to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the quotations are generally in order.
- Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its Quotation will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- A Quotation determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- Quotations should be submitted on a company letter head, please stamp Annex V and Annex VI of RFQ when submitting your offer.
- Compliance with pricing conditions set in the RFQ.
- Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
- Compliance with Special and General Conditions specified by these Solicitation Documents.
- Compliance with start-up, delivery or installation deadlines set by the Procuring entity
- Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
- Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- Award Criteria: The procuring UN entity will issue the Purchase Order Contract to the lowest priced technically qualified Vendor. UNDP reserves the right to accept or reject any quote, to annul the solicitation process and reject all Quotes at any time prior to award of PO, without thereby incurring any liability to the affected vendor(s) or any obligation to provide information on the grounds for the purchaser's action

ANNEX III
Special Conditions

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Guarantee
If, within the goods guarantee period, <u>which must not be less than 12 months</u> , after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair. The guarantee period, then shall be extended for the period the Procuring entity has not been able to use the goods. The supplier shall bear all costs related to the repair and replacement of the rejected goods. The repair and any other required services shall be carried out on-site.
After sales services
The Supplier shall warrant that it will provide after sales services including provision of spare parts, and repair. The warranty shall commence with the date the goods are received by the customer and remain valid for 10 years.
Liquidated damages
If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Procuring entity shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 1 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 4 percent of the delayed goods Purchase Order price. Once the maximum is reached, the Procuring entity may consider termination of the Purchase Order.
Performance security
Apart from other payment terms in Purchase Order which will be negotiated and agreed upon between the Procuring UN entity and the successful bidder, 10% of the price of the goods will be paid after issuance of Satisfactory Certificate of Inspection and Testing by the Procuring UN entity.

ANNEX IV

GENERAL TERMS AND CONDITIONS FOR GOODS

Please note that the General Terms and Conditions for Goods will be an integral part of the Purchase Order and the bidders shall fully comply with the provisions of this document.

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

- 2.1.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order. (Please note that the provision on performance security in Special conditions attached hereto as Annex IV will supersede article 2.1.1)
- 2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.1.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19. OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Annex V

QUOTATION SUBMISSION FORM

To: UNDP Procuring Unit

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver "**one unit of Multifunction Copier Machine**" in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of *[minimum 30 days]* days from the date fixed for opening of Bids in the Invitation to Bid, 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.

Dated this day of*[year]*.

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of

Annex VI

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Procuring entity to determine compliance of Bid with specifications as per Schedule of Requirements and Technical Specifications of this ITB.
3. Estimated weight/volume of the consignment must be part of the documentation submitted.
4. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
5. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.

Name of Bidder:.....				
Item	Description*	Unit Price IRR	Quantity Required	Total Price per item IRR
1	Multifunction Copier Machine		1 unit	
GRAND TOTAL IRR				

* Technical description for each offered item must contain sufficient information by which Procuring entity can identify the compliance of the offer with the specification provided in Annex I, Technical Specification.

** In case of importation the unit price should be based on Incoterms 2000, DDU Tehran- Iran.

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

Signature/ Stamp of Bidder