



Request for Quotation

Date: December 02, 2010

Dear Madam/Sir,

Subject: Procurement of Motorcycle 125 CDI

1. We hereby solicit your quotation for the supply of following goods.

36 Units Motorcycle 125, CDI

2. To enable you to submit a Quotation, please find enclosed:

Annex I.	Instructions to Offerors
Annex II.	Data Sheet
Annex III.	General Terms and Conditions
Annex IV.	Special Conditions
Annex V.	Schedule of Requirements
Annex VI.	Technical Specifications
Annex VII.	Quotation Submission Form
Annex VIII.	Price Schedule

3. Interested Offerors 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 OFFEROR. Please indicate on the envelope: Inquiry on: 36 Units Motorcycle.

Name of Office: United Nations Development Programme/ Procurement Unit
Address: No. 8, Shahrzad Blvd., Darrou, Tehran, 1948773911, Iran
Fax: +98 21 2286 9547

4. Quotations must be delivered to the above office on or before **12 noon of Sunday 12th of December 2010, Tehran time.**
5. Quotations must be submitted in sealed envelopes (for more details please see the Annex I, Instructions to Offerors)
6. For instruction on marking envelopes please refer to Annex I. Instructions to Offerors.
7. Partial, incomplete and late quotations shall be rejected. Please note that UNDP will not be responsible for postal delays in the delivery of the submitted documents or non-receipt of the same.
8. Offerors are required to submit color- printed **Brochure** of the 125cc motorcycle with full description & specification and which are in compliance with the Technical Specification in Annex VI, and for which quotations are submitted.
9. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Negar Arefi', is placed above the printed name.

Negar Arefi
Deputy Portfolio Coordinator (Operations)

Annex I

INSTRUCTIONS TO OFFERORS

A. Introduction

Background:

In line with the activities of the Global Fund project in Iran to control HIV/AIDS, Motorcycles are to be used for provision of services in susceptible remote areas. UNDP Iran as the Principal Recipient of the grant is responsible for procurement of the project hence invites interested suppliers to submit their quotations.

1. **General:** The Procuring entity invites Sealed Quotations for the supply of goods to the UN system.
2. **Eligible Offerors:** Offerors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods to be purchased under this Request for Quotations.
3. **Cost of Quotations:** The Offeror shall bear all costs associated with the preparation and submission of the quotations, and the Procuring UN entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Quotation.
5. **Clarification of Solicitation Documents:** A prospective Offeror requiring any clarification of the Solicitation Documents may notify the Procuring entity in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the Deadline for the Submission of Quotations. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to the offerors who have informed UNDP, in writing, through the fax number, mailing address or email on the cover letter that they have received the Solicitation Documents and intend to submit their quotations.
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Quotations, the Procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, amend the Solicitation Documents. All prospective Offeror that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Offeror reasonable time in which to take the amendments into account in preparing their offers, the Procuring entity may, at its discretion, extend the Deadline for the Submission of Quotations.

C. Preparation of Quotations

7. **Language of the Quotation:** The Quotation prepared by the Offeror and all correspondence and documents relating to the Quotation exchanged by the Offeror and the Procuring entity shall be written English.

8. **Documents Comprising the Quotation:**

The Quotation must comprise the following documents:

- (a) a Quotation Submission form (Annex VII)
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VII and clause 11 of Instructions to Offerors;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Offerors that the Offeror is eligible to and is qualified to perform the contract if its Quotation is accepted,

- (d) documentary evidence established in accordance with clause 10 of Instructions to Offerors that the goods and ancillary services to be supplied by the Offeror are eligible goods and services and conform to the Quotation Documents;
- (e) Color – Printed Brochures with full Technical Specification in Annex VI, and for which Quotations are submitted

9. Documents Establishing Offeror’s Eligibility and Qualifications:

The Offerors shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Offeror’s qualifications to perform the contract if its Quotation is accepted shall be established to the Procuring entity’s satisfaction:

- (a) that, in the case of an Offeror offering to supply goods under the contract which the Offeror did not manufacture or otherwise produce, the Offeror has been duly authorised by the goods’ manufacturer or producer to supply the goods in the country of final destination. In addition, the Offeror should provide company profile, list of similar contracts in the last two years, quality related certificates, documents related to financial/economic reliability (e.g. bank statement, audit report)
- (b) that the Offeror has the financial, technical, and production capability necessary to perform the contract. These documents should include but not limit to company profile, list of similar contracts in the last two years, quality related certificates, documents related to financial/economic reliability (e.g. bank statement, audit report)

10. Documents Establishing Goods’ Conformity to Quotation Documents:

The Offeror shall also furnish as part of its Quotation, documents establishing the conformity to the Quotation Documents of all goods and related services which the Offeror proposes to supply under the contract.

The documentary evidence of conformity to the Quotation Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the goods;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Quotation Data Sheet, following commencement of the use of the goods.

11. **Quotation Currencies/Quotation Prices:** All prices shall be quoted in Rials. The Offeror shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Quotation Price of the goods it proposes to supply under the contract.

12. **Period of Validity of Quotations:** Quotations shall remain valid for 120 days after the date of Quotation Submission prescribed by the Procuring UN entity pursuant to clause 16 of Instructions to Offerors. A Quotation valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Offerors. In exceptional circumstances, the Procuring UN entity may solicit the Offeror’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Offerors granting the request will not be required nor permitted to modify their Quotations.

13. **Quotation Security is not required:**

D. Submission of Quotations

14. **Format and Signing of Quotation:** The Offeror shall prepare two copies of the Quotation, clearly marking each “Original Quotation” and “Copy of Quotation” as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Quotation shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. A Quotation shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Quotation.

15. **Sealing and Marking of Quotations:**

15.1 The Offeror shall seal the original and each copy of the Quotation in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in cover letter of these Solicitation Documents; and
- (b) mark envelope as “Motorcycle 125 – CDI”, and a statement: “DO NOT OPEN BEFORE December 12, 2010, 12:00 noon. Tehran Time”, to be completed with the time and the date specified in cover letter of these Solicitation Documents for Quotation Opening pursuant to clause 16 of Instructions to Offerors.

15.3 The inner and outer envelopes shall also indicate the name and address of the Offeror to enable the Quotation to be returned unopened in case it is declared “late”.

15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Offerors, the Procuring entity will assume no responsibility for the Quotation’s misplacement or premature opening.

16. Deadline for Submission of Quotations/Late Quotations:

16.1 Quotations must be delivered to the office on or before the date and time specified in cover letter of these Solicitation Documents.

16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of the Quotations by amending the Quotation Documents in accordance with clause 6 of Instructions to Offerors, in which case all rights and obligations of the Procuring entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Quotation received by the Procuring entity after the Deadline for Submission of Quotations will be rejected and returned unopened to the Offeror.

17. Modification and Withdrawal of Quotations: The Offeror may withdraw its Quotation after submission, provided that written notice of the withdrawal is received by the Procuring UN entity prior to the deadline for submission. No Quotation may be modified after passing of the Deadline for Submission of Quotations. No Quotation may be withdrawn in the interval between the Deadline for Submission of Quotations and the expiration of the Period of Quotation Validity.

E. Opening and Evaluation of Quotations

18. Opening of Quotations:

18.1 The Procuring entity will open all Quotations in the presence of an evaluation committee formed by the Head of UNDP Iran.

18.2 The Offerors’ names, Quotation Modifications or withdrawals, Quotation Prices, discounts, and the presence or absence of requisite Quotation Security (is not required) and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening. No Quotation shall be rejected at Quotation Opening, except for Late Quotations, which shall be returned unopened to the Offeror pursuant to clause 20 of Instructions to Offerors.

18.3 Quotations (and modifications sent pursuant to clause 17 of Instructions to Offerors) that are not opened and read out at Quotation Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Quotations will be returned unopened to the Offerors.

18.4 The Procuring entity will prepare minutes of the evaluation meeting.

19. Clarification of Quotations: To assist in the examination, evaluation and comparison of Quotations the Procuring UN entity may at its discretion ask the Offeror for clarification of its Quotation. The request for clarification and the response shall be in writing and no change in price or substance of the Quotation shall be sought, offered or permitted.

20. Preliminary Examination:

20.1 Prior to the detailed evaluation, the Procuring entity will determine the substantial responsiveness of each Quotation to the Invitation to Quotation (RFQ). A substantially responsive Quotation is one which conforms to all the terms and conditions of the RFQ without material deviations.

20.2 The Procuring entity 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.

20.3 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 Offeror 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.

20.4 A Quotation determined as not substantially responsive will be rejected by the Procuring entity and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Conversion to Single Currency: To facilitate evaluation and comparison, the Procuring entity will convert all Quotation Prices expressed in the amounts in various currencies in which the Quotation Prices are payable to US Dollar at the official UN exchange rate on the last day for Submission of Quotations (This article is not applicable.(This article is not applicable). **All Quotation prices should be in Rials**)

22. Evaluation of Quotations: Determination of compliance with the Solicitation Documents is based on the content of the Quotation itself without recourse to extrinsic evidence.

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the RFQ.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents.
1.4	Compliance with start-up, delivery or installation deadlines set by the Procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honoring the tax-free status of the UN.
1.6	Demonstrated ability to honor important responsibilities and liabilities allocated to Supplier in this RFQ (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Proof of after-sales service capacity and appropriateness of service network.

F. Award of Contract

23. **Award Criteria:** The Procuring UN entity will Issue the Purchase Order to the lowest priced technically qualified Offeror. The Procuring entity reserves the right to accept or reject any Quotation, to annul the solicitation process and reject all Quotations at any time prior to award of purchase order, without thereby incurring any liability to the affected Offeror(s) or any obligation to provide information on the grounds for the Procuring entity's action.

24. **Procuring entity's Right to Vary Requirements at Time of Award:** The Procuring entity's reserves the right at the time of making the award of contract to increase or decrease by up to 15 % the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. **Notification of Award:** Prior to the expiration of the period of Quotation Validity, the Procuring entity will send the successful Offeror the Purchase Order. The 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.

26. **Signing of the Purchase Order:** Within 30 days of receipt of the Purchase Order the successful Offeror shall sign, date and return it to the Procuring entity.

27. **Performance Security:** Is not required. Please see Annex IV.

Annex II

QUOTATION DATA SHEET

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instruction to Offerors. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Offerors.

Relevant clause(s) of Instruction to Offerors	Specific data complementing, supplementing, or amending instructions to Offerors
Language of the Quotation	English
Quotation Price	The prices quoted shall be in <u>Rials</u> as per following INCOTERMS 2000 and place: CIP, Tehran
Documents Establishing Offeror's Eligibility & Qualifications (Clause 9)	Required.
Documents Establishing Goods' Conformity to Quotation Documents (Clause 10)	Required.
Quotation Validity Period.	<u>120 days</u>
Quotation Security	Not required.
Preliminary Examination – completeness of Quotation.	Partial Quotations <u>not</u> permitted.
Procuring entity's Right to Vary Requirements at Time of Award	15 percent, increase or decrease. Unit price should remain unchanged.
Compliance with any other clause required?	Full compliance with all clauses in Annex I is required.

Annex III

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 offerors 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 CIP 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 IV

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.

Warranty/Guarantee
If, within 12 months 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.
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 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 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 Offeror, 10% of the price of the goods will be paid after issuance of Satisfactory Certificate of Inspection and Testing by the Procuring UN entity.
Requirements for export to Iran
Please refer to item C.8.(f) of Annex I and Annex VI

Annex V

Schedule of Requirements

Required item: Motorcycle 125 - CDI with the specification in Annex VI

Quantity: 36 Motorcycles

Delivery schedule after placing the order: Not more than four months (including shipment period);

Shipment Terms: CIP Tehran (INCOTERMS 2000)

Annex VI

Technical Specification

Motorcycle 125 CDI

Model	125 CDI
Engine	1 Cylinder - Four stroke – 125 cc
Density Proportion	9:1
Max. Power	Min. 8.45 KW, Min. 11.2 hp, 8500 PRM
Max. Torque	Min. 9.5 N.M ,7500 PRM
Ignition	Capacitor Discharge Ignition (CDI)
Start	Kick and Electrical
Fuel Consumption	Max. 2.4 lit /100 Km (ECE-40)
Tank	9 -14 Lit
Maximum Speed	Approx. 120 Km/h
Length	Approximate : 1900 mm
Width	Approximate :700 mm
Height	Approximate : 1000 mm
Generator	120 Watt in 5000 PRM
Gear Box	4 or 5 Gears
Guarantee	Min. 1 Year or 6000 Km
Warranty	After-sales services for minimum 5 years (providing repair, services and spare parts in Iran)

Requirements for Export to Iran

According to import regulations of I.R. Iran the following requirements should be met and a compliance declaration issued by the original manufacturer should be submitted for all standards with the Quotation documents.

- 1- **Having local agent(s) in Iran.**
- 2- **E-Mark**
- 3- **Quality standard required for emissions: EURO II or EURO III**
- 4- **Quality standards:**

No	Subject	Directive No
1	Maximum torque and maximum net power of engine whether this is: <ul style="list-style-type: none"> • Of the spark ignition or compression ignition type Or • electric 	95/1/EC
2	Anti tampering measures for mopeds and motorcycles	97/24/EC C7
3	Fuel tank	97/24/EC C6
4	Maximum design speed of the vehicle	95/1/EC
5	Masses and dimensions	93/93/EEC
6	Coupling devices and their attachment	97/24/EC C10

7	Anti-Air Pollution Measures	97/24/EC C5
8	Tyres	97/24/EC C1
9	Braking System	93/14/EEC
10	Installation of lighting and light-signalling devices on the vehicle	93/92/EEC
11	Lighting and light signaling devices on the vehicle the mandatory or optional presence of which is laid down in the installation requirements under heading No 10	97/24/EC C2
12	Audible warning devices	93/30/EEC
13	Position for the mounting of rear registration plate	93/94/EEC
14	Electromagnetic compatibility	97/24/EC C8
15	Sound level and exhaust system	97/24/EC C9
16	Rear view mirror(s)	97/24/EC C4
18	External projections	97/24/EC C3
19	Stand (except in case of vehicles three or more wheels)	93/31/EEC
20	Devices to prevent unauthorized use of the vehicle	93/33/EEC
21	Windows: windscreen wipers; wind screen washers; devices for de-icing and de-misting for three-wheel mopeds, motor tricycles and quadricycles with bodywork	97/24/EC C12
22	Passenger hand holds on two-wheel motor vehicles	93/32/EEC
23	Anchorage points for safety belts and safety three-wheel mopeds, motor tricycles and quadricycles with bodywork	97/24/EC C11
24	Speedometer	2000/7/EC
25	Identification of controls, tell-tales and indicators	93/29/EEC
26	Statutory markings for two-or three-wheel motor vehicles (Text with EEA relevance)	93/34/EEC

Packaging:

Ship-worthy export packaging in secure wooden crates.

Labeling:

On crates: name and country of manufacturer, batch no., manufacturing date, and registration number of manufacturer.

* Details of labeling are subject to slight change at the time of the contract.

Annex VII

QUOTATION/PROPOSAL SUBMISSION FORM

To: UNDP Procuring Unit

Dear Sir / Madam,

Having examined the Quotation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver "**Motorcycle 125 CDI**" in conformity with the said Quotation documents for the sum of [*total Quotation amount in words and figures*] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Quotation.

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

We agree to a Quotation by this Quotation for a period of [*minimum 120 days*] days from the date fixed for opening of Quotations in the Request for Quotation, 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 Quotation you may receive.

Dated thisday of[year].

.....
Signature

.....
[in the capacity of]

Duly authorised to sign the Quotation for and on behalf of

Annex VIII

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 Quotation with specifications as per Schedule of Requirements and Technical Specifications of this RFQ.
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 Offeror:.....					
Item	Description*	Unit	Unit Price (Rial) **	Quantity Required	Total Price per item (Rials)
1	Motorcycle 125 CDI	set		36	
GRAND TOTAL (Euro)					

* 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 VI, Technical Specification.

** Unit price should be based on Incoterms CIP Tehran, Iran.

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

Signature of Offeror