



Invitation to Bid

Date: July 1, 2010

Dear Sir/Madam,

Subject: Procurement of Paddle Wheel Aerator

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

Paddle wheel aerator for use in sea water

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

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

3. 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 two weeks before the closing date of bidding. Please indicate on the envelope: INQUIRY ON Paddle wheel aerator.

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

4. Bids must be delivered to the above office on or before **12 noon of 19th of July, 2010, Tehran time.**
5. Bids must be submitted in the sealed envelopes (for more details please see the Annex I, Instructions to Bidders)
6. For instruction on marking the envelopes please refer to Annex I. Instructions to Bidders.
7. Partial, incomplete and late bids 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.
8. Bids will be opened in the presence of Bidders' Representatives, who choose to attend at the above address, on Monday 19 July 2010 2 p.m.
9. Companies interested in participation at the bid opening session should confirm in writing to UNDP/Procurement Unit or email Ms. Mina Kermanian at mina.kermanian@undp.org before bid closing date.
10. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Farideh Anisi
Assistant Resident Representative (O*)



Annex I

INSTRUCTIONS TO BIDDERS

A. Introduction

Background:

The Aquaculture Development in Sistan & Baluchestan / Iran is an ongoing UNDP project funded by the Government of Italy and implemented by the Iranian Fisheries Organization (Shilat), Ministry of Jihad Agriculture. This project is dedicated to developments of aquaculture in the province of Sistan & Baluchestan, located in southeast Iran, bordering to Pakistan and Afghanistan and has two sites, one in saltwater close to Chahbahar on the southern coast, and one in freshwater close to Zabol on the border to Afghanistan.

1. **General:** The Procuring entity invites Sealed Bids for the supply of goods to the UN system.
2. **Eligible Bidders:** Bidders 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 Invitation to Bids.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, 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 Bidder 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 Bidder's risk and may affect the evaluation of the Bid.
5. **Clarification of Solicitation Documents:** A prospective Bidder 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 Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to the bidders 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 participate in the bidding process.
6. **Amendments of Solicitation Documents:** No later than two weeks prior to the Deadline for Submission of Bids, the Procuring entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders 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 Bids.



C. Preparation of Bids

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

8. Documents Comprising the Bid:

The Bid must comprise the following documents:

- (a) a Bid Submission form (Annex VII)
- (b) a Price Schedule completed in accordance with the Annexures V, VI and VII and clause 11 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 9 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted,
- (d) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents;

9. Documents Establishing Bidder's Eligibility and Qualifications:

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination. In addition, the Bidder 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 Bidder 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 Bidding Documents:

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

The documentary evidence of conformity to the Bidding 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 Bid Data Sheet, following commencement of the use of the goods.

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



12. Period of Validity of Bids: Bids shall remain valid for 180 days after the date of Bid Submission prescribed by the Procuring UN entity pursuant to clause 16 of Instructions to Bidders. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, the Procuring UN entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

13. Bid Security is not required:

D. Submission of Bids

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

15. Sealing and Marking of Bids:

15.1 The Bidder shall seal the original and each copy of the Bid 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) make reference to the "subject" indicated in cover letter of these Solicitation Documents, and a statement: "**DO NOT OPEN BEFORE July 19, 2010, 14.00 pm. Tehran Time**", to be completed with the time and the date specified in cover letter of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.

15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid 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 Bidders, the Procuring entity will assume no responsibility for the Bid's misplacement or premature opening.

16. Deadline for Submission of Bids/Late Bids:

16.1 Bids 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 bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the Procuring entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Any Bid received by the Procuring entity after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.



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

E. Opening and Evaluation of Bids

18. Opening of Bids:

18.1 The Procuring entity will open all Bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified in cover letter of this Solicitation Document. The Bidders' Representatives who are present shall sign a register evidencing their attendance.

18.2 The bidders' names, Bid Modifications or withdrawals, bid Prices, discounts, and the presence or absence of requisite Bid 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 Bid shall be rejected at Bid Opening, except for Late Bids, which shall be returned unopened to the Bidder pursuant to clause 20 of Instructions to Bidders.

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

18.4 The Procuring entity will prepare minutes of the Bid Opening.

19. Clarification of Bids: To assist in the examination, evaluation and comparison of Bids the Procuring UN entity may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid 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 Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.

20.2 The Procuring entity will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids 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 Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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



21. **Conversion to Single Currency:** To facilitate evaluation and comparison, the Procuring entity will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US Dollar at the official UN exchange rate on the last day for Submission of Bids (This article is not applicable. (**All bid prices should be in Euro**)
22. **Evaluation of Bids:** Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence. .

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
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 ITB (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 Bidder. The Procuring entity reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of purchase order, without thereby incurring any liability to the affected Bidder(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 Bid Validity, the Procuring entity will send the successful Bidder 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 5 days of receipt of the Purchase Order the successful Bidder shall sign, date and return it to the Procuring entity.
27. **Performance Security:** Is not required. Please see Annex IV.



Annex II

BID DATA SHEET

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

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Language of the Bid	English
Bid Price	The prices quoted shall be in Euro as per following INCOTERMS 2000 and place: DDU - Chabahar Free Zone - Iran /
Documents Establishing Bidder's Eligibility & Qualifications (Clause 9)	Required.
Documents Establishing Goods' Conformity to Bidding Documents (Clause 10)	Required.
Bid Validity Period.	180 days
Bid Security	Not required.
Preliminary Examination – completeness of bid.	Partial bids <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 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.