



## *Request for Proposal*

<b>Subject</b>	<b><i>V.R.C. Maintenance &amp; Support</i></b>	
<b>TO</b>		
<b>Proj. Name: <i>AIRIC V.R.C.</i></b>		<b>Proj. Code: -</b>

<b>Prepared by: K. Khorramipour</b> <b>Date: 5/20/2019</b>	<b>Confirmed by:</b> <b>Date:</b>	<b>Approved by: K. Khorramipour</b> <b>Date: 6/1/2019</b>
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<b>Ref:</b>	<b>Issue Date: 6/1/2019</b>	<b>Doc. No.:</b>
<b>Doc. Rev: 1.1</b>	<b>Rev. Date:</b>	

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No.	Items	Description
1	<b>Invitation to proposal</b>	Executors are invited to submit proposals for provision of the Materials and Services as specified in this RFP. Executors are advised to pay careful attention to the wording used through this RFP. Failure to satisfy any term or condition of this RFP may result in an unacceptable proposal.
2	<b>Required response date</b>	Your Proposals should deliver to our company up to end of <b>17.Sep.2019</b> .
3	<b>Methods of response</b>	<p>Automotive Industries Research and Innovation Center of SAIPA (AIRIC) Km 15, Karaj Makhsoos Road, Tehran, IRAN ZIP Code: 1386133311 PO Box: 13445/965.</p> <ol style="list-style-type: none"> <li>Your Proposals should arrive in our company up to end of <b>17.Sep.2019</b> in two separate Closed &amp; Sealed Envelopes. Received Proposals after closing date won't be taken into consideration.</li> <li>The technical offer and commercial &amp; financial offer shall be wrapped in two separate Closed &amp; Sealed Envelopes. Envelope A will contain technical Proposal and envelope B will contain commercial &amp; financial Proposal.</li> <li>The signed and stamped <b>RFP</b> and <b>confidentiality agreement</b> should be sent to <a href="mailto:marzooghi.h@airic-ir.com">marzooghi.h@airic-ir.com</a> by email. After receiving signed and stamped mentioned documents, further information will be sent to you. Furthermore, the signed and stamped <b>RFP</b> and <b>confidentiality agreement</b> should be placed in envelop A.</li> <li>The seller should provide AIRIC an official letter on its letterhead (in envelope A) to the effect that all of the appendixes was surveyed by seller.</li> <li>The seller should provide AIRIC related tracking number of DHL or ... once the proposal is sent. Furthermore, name of the Tender should be written in envelopes.</li> <li>Your Bank Account information should be mentioned in your commercial proposal ( Envelop B )</li> <li>Sending any proposal by the representative, agent and ... of foreign companies in Iran is required to deliver the bank guarantee with the amount of <b>200.000.000 IRR</b> to financial department of AIRIC. The receipt of bank guarantee should be included in envelope A.</li> <li>Below documents of your company + all of the required documents should be included in envelope A : . Company statute, Company financial balance sheet, Turnover (should be signed and stamped by your bank) and Good standing ( should be signed and stamped by your bank) *** Important note: If the above requirements are not respected in your offer, AIRIC will not consider the proposal, and your offer will be rejected.</li> </ol>
	<i>By Post</i>	
	<i>By E-Mail</i>	*****
	<i>By Fax</i>	*****

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4	<b>Information requests</b>	<p>For further technical information please contact :  <b>Mr. Kamran Khorramipour</b> – IT manager          Tel: +98 21 4419 6335          Email: <a href="mailto:khorrampour@airic-ir.com">khorrampour@airic-ir.com</a></p> <p>For further commercial information please contact the following person:  <b>Mr. Hamidreza Marzooghi</b> – Foreign Purchasing Section Manager.          Tel: +98 21 44182126 Fax:+98 21 4419 6796          Email: marzooghi.h@airic-ir.com</p>
5	<b>Background</b>	<p>The Automotive Industries Research and Innovation Center (AIRIC) of Saipa is Iran's first automotive design and engineering center, which was established in October 1993. It was officially inaugurated in the second quarter of 1997 following the procurement and installation of necessary equipment and recruitment of skilled workforce. AIRIC was designed to, among other things, design vehicles, render services on engineering analysis and automotive tests, and manufacture prototypes of designed vehicles for both local and international markets.</p> <p>On the back of successful implementation of vehicle design and research projects, and startup of standard experimental laboratories to test vehicles and auto parts, AIRIC made its presence felt on the automotive stage and secured a special status among automakers, parts manufacturers, and government organizations. AIRIC takes care of A to Z of automotive design and design changes - market assessment and through final stages of vehicle testing. Quality is the name of the game all the way down the line. Presence of skilled workforce, high technical know-how, experience of the past years and Airic II-equipped laboratories have all contributed to the high potential of AIRIC. Taken into account the heavy investment made in the sector, and in order to make optimal use of facilities, which are on hand at these workshops, AIRIC has embarked on rendering services to other industrial firms and organizations in a wide array of fields such as research projects, engineering services and laboratory tests.</p> <p>AIRIC offers services to a large number of institutions, among them such automakers as Iran Khodro, Saipa, Pars Khodro, Sapco, and non-automotive institutes and organizations such as the Iranian Standard and Quality Inspection Company, the Fuel Optimization Organization (an Oil Ministry affiliate), the Industrial Research and Standard Organization, Tehran Air Quality Control Company, the Research Jihad Institute, and the Environment Protection Organization.</p> <p style="text-align: center;"><b>The Mission of AIRIC in SAIPA Automobile manufacturing group:</b></p> <p>Implementation of studies and introduction of innovation into automotive design, production methods, and tests, in a way that they will eventually see the manufacture of products that meet international standards, are part of the mission at Saipa. Investment, research, industrial and related commercial operations account for yet another part of the center's responsibilities. For more information visit our Airic site: <a href="http://www.airic-ir.com">www.airic-ir.com</a></p>

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No.	Items	Description
6	<b>Object of Contract</b>	The object of this RFP is to carry out the necessary maintenance work and, if required, corrective actions on the equipment and/or software set forth in the attached Appendix A (the "Equipment") so that the Equipment <b>and hence the whole V.R.C.</b> is kept in good working condition.
7	<b>Scope of work</b>	The maintenance services to be rendered by the executor shall consist of the software and equipment set forth in Appendix A.
8	<b>Timing</b>	<ul style="list-style-type: none"> <li>• If the winner of tender refuse to sign the contract within 7 days after announcement of the Tender organizer, its bank guarantee will be seized in favor of the Tender organizer and the contract will be issued with the second company.</li> <li>• If the second company refuse to sign the contract within 7 days after announcement of the Tender organizer, its bank guarantee will be seized in favor of the Tender organizer and the contract will be issued with the third company.</li> <li>• The bank guarantee of second company and third company will be released after issuing the contract with the winner of the tender.</li> </ul>
9	<b>Assumptions &amp; requirements</b>	<ol style="list-style-type: none"> <li>1. Telephone Support: Business Hours(GMT)</li> <li>2. Communication Language: English</li> <li>3. Email Support: Same business day up to expert level</li> <li>4. Remote Maintenance: Same business day via remote desktop applications(no VPN available)</li> <li>5. On-site Maintenance: within 7 days upon notification</li> <li>6. Support Method: Labor only , (suggestion of competitive price for replacement/repair parts is acceptable in case of hardware failure )</li> <li>7. Replacement of non-consumable parts: Next week dispatch, Invoiced separately</li> <li>8. Replacement of consumable parts: Next week dispatch, Invoiced separately</li> <li>9. Software Support &amp; Maintenance: Included</li> <li>10. Operating system patches</li> <li>11. Contract Duration: 1 year</li> <li>12. Regular maintenance visits and Audits: twice per year</li> </ol>

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10	<b>Contract deliverables</b>	<ol style="list-style-type: none"> <li>1- Site visit report</li> <li>2- Advise, Instructions and recommendations for better use of equipment</li> <li>3- Defected hardware replacement</li> <li>4- Email and Phone support</li> <li>5- On-site &amp; Remote maintenance</li> <li>6- Calibration services and reports</li> <li>7- Providing consumables(if requested by AIRIC)</li> <li>8- Providing non-consumables(if requested by AIRIC)</li> <li>9- <b>Software updates and Training (Acceptable in separate contract)</b></li> </ol>
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No.	Items	Description
11	<b>Proposal format/content</b>	<ol style="list-style-type: none"> <li>1. Company profile</li> <li>2. Support team resume</li> <li>3. Statement of confidentiality and security.</li> <li>4. List of assumptions used in proposal.</li> <li>5. Methodology and Procedures</li> <li>6. Proposed SLA to fulfill RFP requirements</li> <li>7. Planned headcount, resource type to achieve the deliverables within the stated contract duration</li> <li>8. Cost/budget matrix, to include:               <ol style="list-style-type: none"> <li>a. Fixed price for the set of stated deliverables.</li> <li>b. Charge rate for each resource type</li> <li>c. Estimated travel budget (to be invoiced at receipted cost)</li> <li>d. Any miscellaneous costs</li> </ol> </li> <li>9. Invoice schedule proposal.</li> <li>10. Sample Contract</li> </ol> <p><b><u>Note: All of the financial and commercial issues information should be put in envelope B (commercial offer) and Do not disclose any financial and commercial issue information in envelope A or sending by email.</u></b></p>
12	<b>Commercial issues</b>	<ol style="list-style-type: none"> <li>1. All of the payments will be done at related milestone and against approval of AIRIC project manager.</li> <li>2. Payment of any prepayment is subject to receipt of an APG (advance payment guarantee) of first class bank.</li> <li>3. Airic prefers to open the letter of credit, but you can provide us your payment terms. It will be negotiable.</li> </ol>

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13	<b>Appendix 1 Confidentiality agreement</b>	<p><b>In the Name of God</b></p> <p><b>CONFIDENTIALITY AGREEMENT</b></p> <p>1. This Agreement is entered into this ....., by and between the <b>Automotive Industries Research &amp; innovation Center of SAIPA (AIRIC)</b> duly registered under the Laws of the Islamic Republic of Iran, having its registered office at KM 15, Karaj Makhsoos Road, Tehran 43561, Iran (hereinafter to as "Disclosing Party") and .....a company organized duly and existing under the laws of..... and having its registered office at .....telephone no.....duly represented by .....(hereinafter referred to as "Receiving Party") for the purpose of preventing the unauthorized disclosure or use of Confidential Information (as defined below) which may be disclosed to Receiving Party for the purpose of pursuing the establishment of a commercial and technical cooperation or negotiating any contract or agreement between Disclosing Party and Receiving Party for the <b>services and support of Virtual reality center</b></p> <p><b>2. Confidential Information.</b> Confidential Information shall mean: Any and all information pertaining directly or indirectly, to the ....., including, but not limited to proprietary techniques, products, formulas, invention, discoveries, formats, patents, processes, Disclosing Party's business plans, agreements, research, programs, trade secrets, research and development, specifications, data, know-how, formats, strategies, forecasts, information, unpublished financial data, budgets, projections and customer and supplier identities and characteristics, marketing strategies and the like. Furthermore, Confidential Information shall be defined broadly and shall include the following: (a) any information that has commercial value or other utility in the business of the Disclosing Party or that Disclosing Party is likely to engage in; and (b) any information which, if disclosed, would be detrimental to Disclosing Party or its Customers, whether or not such information is identified as Confidential Information.</p> <p><b>3. Effective Date.</b> This Agreement shall become effective on the earlier of the first date of execution of this Agreement or the date that any Confidential Information (as defined above) was or is first disclosed to the Receiving Party, whichever comes first and shall remain effective permanently.</p> <p><b>4. Non-Disclosure.</b> Receiving Party acknowledges that the Confidential Information is essential to the goodwill of the business of the Disclosing Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not use for its own benefit, publish, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any of the Confidential Information. Receiving Party shall carefully restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access in order to participate on behalf of Receiving Party in the analysis and negotiation of a business relationship or any contract or agreement, or the advisability thereof, with Disclosing Party.</p>
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		<p>Receiving Party warrants and represents that Receiving Party will advise each of the persons to whom Receiving Party provides access to any of the Confidential Information that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of Disclosing Party, and of the Confidential Information. Receiving Party shall take all necessary action to protect the confidentiality of the Confidential Information, except for its disclosure as stated in this paragraph, and agrees to indemnify Disclosing Party against any and all losses, damages, claims, or expenses incurred or suffered by Disclosing Party as a result of Receiving Party's breach of this Agreement. In the event of termination (voluntary or otherwise) of this Agreement, Receiving Party agrees that he/she/it will protect the value of the Confidential Information of Disclosing Party and will prevent their misappropriation of disclosure. Receiving Party will not disclose or use to his / her / its benefit (or benefit of a third party) or to the detriment of Disclosing Party or its Customers any Confidential Information.</p> <p><b>5. Confidentiality Period:</b> The Confidentiality Period shall commence as of the date of signature of this Agreement by the Parties and shall survive for ever.</p> <p><b>6. Survival.</b> Articles 3, 4 and 11 shall survive any termination or expiration of this Agreement.</p> <p><b>7. Relationship of Parties.</b> The relationship of the Parties hereunder shall be that of independent contractors. Neither Party is intended to have, nor shall neither of them represent to any other person that it has, any power, right or authority to bind the other Party, or to assume, or create, any obligation or responsibility, express or implied, on behalf of the other Party, except as expressly required by this Agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the Parties any partnership, joint-venture, employment relationship, franchise or agency.</p> <p><b>8. Amendment and Modification.</b> No amendment or modification to this Agreement shall be effective unless made in writing and signed by an authorized representative of each of the Parties.</p> <p><b>9. Assignment.</b> Neither Party shall assign or transfer this Agreement or any rights or obligations there under to or for the benefit of any third party or successor nor otherwise without the prior written consent of the other Party, shall any assignment without such consent be null and void.</p> <p><b>10. Copies.</b> This Agreement is executed in two (2) copies that together shall be originals and constitute one and the same instrument.</p> <p><b>11. Waiver.</b> The waiver by either party of the other Party's breach of any provision of this Agreement shall not be deemed a waiver or a continuing waiver of the same or other provision of this Agreement unless such waiver is in writing.</p> <p><b>12. Severability</b> If any provision or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect.</p>
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	<p><b>13. Applicable Law.</b> This Agreement shall be governed and construed by the laws of the Islamic Republic of Iran. <b>Settlement of Disputes.</b> Any dispute arising out or in connection with this Agreement including any questions regarding its existence, validity or termination (the “Dispute”) shall be resolved on an amicable basis in accordance with mutual good faith discussions between the Parties and shall be settled through negotiations in good faith between authorized representatives of the Parties. If an amicable solution cannot be reached between the Parties within two (2) months or, other such time as may mutually be agreed by the Parties, the Dispute shall be exclusively referred to and finally resolved by an Arbitral Tribunal (the “Tribunal”) under the Rules of Arbitration of the International Chamber of Commerce which Rules are deemed incorporated by reference in this Article.</p> <p>The Tribunal shall consist of three (3) arbitrators. The Parties involved in the arbitration proceedings shall nominate two (2) (one by Disclosing party and one by Receiving Party) arbitrators and the chairman shall be nominated by the President of the Court of Arbitration of International Chamber of Commerce, which shall not have the same nationality as one of the parties.</p> <p>The venue of the arbitral proceedings shall be Zurich, Switzerland.</p> <p>The language of the arbitration shall be English. The arbitral award shall be final and binding and its recognition and enforcement may be requested from any court having competent jurisdiction.</p> <p><b>14. Notices.</b> Notices or other communications to any of the Parties to this Agreement required or permitted hereunder shall be in English and in writing and shall be deemed to have been effectively given when mailed by registered airmail, postage prepaid, addressed to the address of such Party first set forth in this Agreement, or to such other address as such Party shall have communicated to the other Parties.</p> <table border="1" style="width: 100%; margin-top: 20px;"> <tr> <td style="width: 50%; text-align: center;"> <b>Signed for and on behalf of Disclosing Party</b>   <b>Mr. Mehdi Pazooki AIRIC president</b>   <b>Mr. Farhang Zabihian AIRIC Member of Board</b> </td> <td style="width: 50%; text-align: center;"> <b>Signed for and on behalf of Receiving Party</b>             .....             .....         </td> </tr> </table>	<b>Signed for and on behalf of Disclosing Party</b>  <b>Mr. Mehdi Pazooki AIRIC president</b>  <b>Mr. Farhang Zabihian AIRIC Member of Board</b>	<b>Signed for and on behalf of Receiving Party</b>  .....  .....
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