



UNITED NATIONS  
UNIVERSITY

**UNU-ViE**

Vice Rectorate in Europe

Vizerektorat der **Universität der  
Vereinten Nationen UNU-ViE**

Hermann-Ehlers-Str.10  
53113, Bonn  
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December 15<sup>th</sup>, 2009

**Subject:** INVITATION TO BID – DATACENTER (SAN AND VIRTUALISATION INFRASTRUCTURE AND DATA MIGRATION) UPGRADE PROJECT FOR UNITED NATIONS UNIVERSITY- INSTITUTE FOR ENVIRONMENT AND HUMAN SECURITY

**Reference:** ITB/ViE/01/2009

Dear Sir/Madam,

1. The United Nations University Vice Rectorate in Europe in Bonn hereby solicits your bid for the above subject, in accordance with this document and the annexes attached. Bids are required to be submitted to the United Nations University Vice Rectorate in Europe (UNU-ViE) no later than **29 December, 2009 at 14:00 CET**.

2. This Invitation to Bid (ITB) consists of this document and the following annexes:

Annex I Bid Data Sheet  
Annex II Technical Specifications of Requirement  
Annex III Bid Submission Form  
Annex IV Acknowledgement Letter  
Annex V General Terms and Conditions – Instruction to Bidders  
Annex VI General Conditions of Purchase Order  
Annex VII Performance Form  
Annex VIII Bid Bond

3a. Bids must be submitted in the English or German language strictly using the attached Annex II Bid Submission Form in **THREE sealed HARDCOPIES envelopes** (any attachments or appendices and annexes thereto must also be submitted in **THREE COPIES**). Please note that late bids shall be rejected.

Your bid must be submitted as follows:

United Nations University ViE  
Procurement Department  
Attention: Bid Opening Team, Registry, Ext. 0266  
Hermann-Ehlers-Str.10  
53113, Bonn Germany

Ref: ITB/ViE/01/2009  
Procurement Department  
Closing Date & Time: 29 Dec 2009,  
14:00 CET  
<Name of Your Company>

Please note that Extension 0266 should not be used for queries concerning this ITB. This number is only for facilitating receipt of bids delivered by hand or by courier.

- b. Outer envelope/package of your bid must clearly indicate ITB number, name of the United Nations official 3a and 4 of this ITB, date and closing time and name of your company so that the United Nations University can identify your bid at the time of receipt.
  - c. It is the exclusive responsibility of the bidders to ensure that the sealed envelop/package containing the bid reaches the above address before the time and date indicated in paragraph 3a. so that it is time stamped and acceptable for opening. Bids must be delivered to the designated address during the United Nations University working hours from 9:30am to 5:30pm Monday through Friday except for the United Nations holidays. Delivery to any other United Nations University office location will be at the risk of bidders and will not constitute timely delivery. Written proof of receipt will not be given unless a Postal/Courier service receipt or other form of receipt is presented for signature by the United Nations University. Bids received after the above mentioned opening time will be invalidated.
  - d. The United Nations University Vice Rectorate in Europe Procurement Department strongly encourages you to deliver your bid by hand or via courier as you can track delivery and ensure receipt by the United Nations University Procurement Department in time for the deadline specified in this ITB.
4. For queries on this ITB, please contact the Procurement Department in writing at facsimile no. +49-228-815-0299 or by Email to [procurement@vie.unu.edu](mailto:procurement@vie.unu.edu) by Dec 22<sup>th</sup> 2009. Please also notify the United Nations University immediately if any part of this ITB is missing and/or illegible. Bidders are reminded that this facsimile number may be used only to send queries and acknowledgement letter requested in paragraph 5 below. Bids should NOT be sent to this facsimile number.
  5. You are kindly requested to return the attached Annex IV – Acknowledgement Letter duly signed by an authorized representative to the United Nations University Vice Rectorate in Europe via facsimile advising whether or not your company intends to submit a bid prior to the designated closing date for receipt of bids. Please indicate the reason if you do not intend to submit a bid at this time. The United Nations University will review the registration status of companies which have failed to return the completed acknowledgement letter. Failure to return the completed acknowledgement letter may result in removal of your company from the roster of registered suppliers.
  6. A public bids opening will take place on Dec 29<sup>th</sup> 2009 at 14hrs CET in the Registry Office of the Administration and Finance Section of the United Nations University on the 22<sup>nd</sup> Floor, Room 2219, Hermann-Ehlers-Str.10, 53113, Bonn. Companies submitting offers are welcome to send one (1) representative with proper authorization to observe the opening of bids received.
  7. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex V General Terms and Conditions – Instructions to Bidders attached to this ITB.

Beatrice O'Reilly  
Procurement Manager  
United Nations University Vice Rectorate in Europe

## Annex I Bid Data Sheet

The following specific data for the goods and services 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.

Deadline for Submission of Bids:	December 29 <sup>th</sup> , 2009 by 14hrs CET	
Bids to be received at:/Bids to be marked:	Procurement Department United Nations University Hermann-Ehlers-Str.10 53113, Bonn Germany	“Attention: Bid Opening Team” “Sealed Bid Ref. ITB/ViE/01/2009 Procurement Department Closing Date & Time: 29 Dec 2009, 14:00 CET <Name of Your Company> Not to be opened by registry”
	Bids must be submitted as sealed bids by the deadline as stipulated above. It is the Bidder’s responsibility to ensure that bids sent by courier/mail will be received by deadline. Bids submitted by fax or email will be rejected.	
Public Bid Opening:	Yes	
Delivery Terms:	Suppliers must quote delivered to named place, a.i. Hermann-Ehlers-Str.10 53113 Bonn, Germany.  Package Services should be able to deliver within 4 hours’ time upon emergency.  UNU-ViE reserves the rights for the shipment.  Delivery must be successful latest by February 15 <sup>th</sup> , 2010 Invoice must be received by February 19 <sup>th</sup> ,2010	
Goods for use in:	Bonn, Germany	
Bid Validity Period:	120 days	
Deviations:	Minor deviations from the relevant description and specifications in Annex II Technical Specifications of Requirement, may be considered. Any deviation must be disclosed in writing alongside of the respective item on Annex III.	
Partial Bids:	Partial bids will not be accepted.	
Language of the Bid:	English or German	
Written communication must be directed to UNU-ViE procurement department	Email: <a href="mailto:procurement@vie.unu.edu">procurement@vie.unu.edu</a> Fax: +49-228-815-0299	
Requests for additional information	Must be received by Dec 22 <sup>th</sup> , 2009 before the deadline for submission of bids. Bidders are encouraged to raise queries as early as possible.	
Bid Evaluation Criteria:	Bids will be evaluated on the following basis:  <ol style="list-style-type: none"> <li>1. Compliance with the technical specifications</li> <li>2. Compliance with delivery deadlines</li> <li>3. Lowest price</li> </ol> The maximum acceptable delivery time is by Feb 15 <sup>th</sup> 2010. Bidders offering longer delivery times will not be considered.  UNU-ViE seeks the lowest, technically compliant and fully responsive offer.	
Company Information	Bidders not registered in the UN Global Marketplace are encouraged to do so. For information on registration procedures, please see <a href="https://www.ungm.org">https://www.ungm.org</a> .	

## Annex II Technical Specifications of Requirement

UNU-VIE/EHS are planning to upgrade its Datacenter hardware infrastructure and implement a virtualisation solution. This involves the procurement of a SAN, Virtualisation Infrastructure and a Virtualisation Software Solution. We invite and request that tendering companies submit a full and detailed bid based on the outlined requirements.

Please note that the expected delivery date for the hardware should be no later than 15-Feb-2010 and the corresponding invoice not later than 19-Feb-2010.

### 1. Shared Storage System

**Quantity: 1 System**

*a. General:*

The Storage Area Network (SAN) has to be certified for the offered Virtualisation solution which will consist of 3 high-availability servers. The virtualisation hardware has to be connected to the SAN via 4 Gbit/s Fibre Channel. Additionally the Storage Controller has to have NAS (Network attached Storage) features to work as the fileserver with a Microsoft Active Directory integration. The Storage has to have two storage controller units which work as an active/active Cluster and combine the different protocols within the two controller units.

*b. Technical specifications storage system:*

Feature	Specification
Storage Controller	<ul style="list-style-type: none"> <li>• <b>2 Controllers for Redundancy/Failover</b></li> <li>• Active/Active Cluster configuration</li> <li>• Automatic failover of the whole controller functionalities in case of a controller malfunction.</li> <li>• All needed cables</li> </ul>
Administration	<ul style="list-style-type: none"> <li>• Browser Interface for configuration and monitoring capabilities</li> <li>• CLI Interface capabilities</li> <li>• Client Software for Administration capabilities</li> </ul>
Two Storage Tiers	<p><b>Notes: The defined storage capacity is meant as “usable capacity” which includes the possibility of using a Snap Shot feature without decreasing the usable storage capacity.</b></p> <p><b>Tier 1</b></p> <ul style="list-style-type: none"> <li>• Minimum <b>2.5TB -(usable capacity)</b> performance optimized (15k SAS drives)</li> </ul> <p><b>Tier 2</b></p> <ul style="list-style-type: none"> <li>• Minimum <b>4.5TB - (usable capacity)</b> capacity optimized (7.2k SATA drives)</li> </ul>
Usable protocols on both storage controller units	<ul style="list-style-type: none"> <li>• Fibre Channel</li> <li>• iSCSI</li> <li>• NFS</li> <li>• CIFS</li> </ul>
NAS	<ul style="list-style-type: none"> <li>• CIFS Protocol through both controller units</li> <li>• NFS capabilities through both controller units</li> <li>• Block based Snap Shot capabilities of the CIFS Shares</li> <li>• Capability for 10 Snap Shots per day with a retention of up to 14 days</li> <li>• User access to the Snap Shots of the fileservice through the fileshare</li> </ul>

	<ul style="list-style-type: none"> <li>• Quota Support</li> </ul>
RAID Level	<ul style="list-style-type: none"> <li>• RAID 6 support (or equivalent)</li> <li>• Online capacity increasing</li> </ul>
Scalability	<ul style="list-style-type: none"> <li>• Scalable to up to 6TB additional performance optimized Storage support by the controller</li> </ul>
Deduplication	<ul style="list-style-type: none"> <li>• Storage integrated deduplication capabilities within all Shares and LUNs</li> </ul>
Virtualisation Platform Support	<ul style="list-style-type: none"> <li>• Certified for the offered virtualisation platform</li> <li>• Integrated scheduling feature, running from the SAN management software, whereby it can trigger the creation of a snapshot on the VMs, followed by creating a storage snapshot on the SAN (without manual scripting) (including licenses if needed)</li> <li>• An integrated restore feature, running from the SAN management software, that allows the restore of a single VM snapshot from a SAN storage Snapshot</li> </ul>
Backup NDMP	<ul style="list-style-type: none"> <li>• NDMP protocol support for the backup of CIFS and NFS share data through Fibre Channel and Ethernet.</li> </ul>
SAN Switches (Fabric Switches)	<ul style="list-style-type: none"> <li>• <b>Two switches</b> for redundancy and multipathing</li> <li>• 4 Gbit/sec</li> <li>• 8 activated and SFP integrated ports each</li> <li>• Scalable to 24 ports each</li> <li>• Full Fabric capabilities</li> <li>• Browser Interface configuration</li> </ul>
Hardware and Software Support	<ul style="list-style-type: none"> <li>• 36 Month Support duration</li> <li>• 24hrx7day - 4 hours onsite support with parts delivery</li> <li>• Automatic online support to the storage vendor in case of hardware malfunction</li> <li>• Annual Vendor Audit included</li> </ul>

## 2. Virtual Platform Server Hardware and Virtual Platform Server Software

### Quantity: 3 Servers with required virtualisation software and licenses

#### a. General

The offered Servers have to have the following specification and needs to be certified for the offered virtualisation platform.

#### b. Technical Specification for each of the 3 servers

Feature	Specification
CPU	<ul style="list-style-type: none"> <li>• 2 Socket with 2 Quadcore Processors (2.8GHz, L2 - 4 x 256KB, L3 Cache – 8mb, DDR3 1333)</li> <li>• Supports Virtualisation Technology</li> </ul>
RAM	<ul style="list-style-type: none"> <li>• 72 GB RAM 1333MHz with 4 GB DIMMs</li> <li>• Scalable up to 192GB RAM</li> </ul>
FC HBA	<ul style="list-style-type: none"> <li>• 2 x Single Channel FC HBA</li> </ul>
Network Interfaces	<ul style="list-style-type: none"> <li>• 12 x Gigabit Ethernet Ports</li> </ul>
HDDs	<ul style="list-style-type: none"> <li>• 2 x 146GB SAS 10k</li> <li>• 2.5 inch drives</li> </ul>
RAID Controller	<ul style="list-style-type: none"> <li>• 512MB Cache (RAID 1 support)</li> </ul>
Remote Management	<ul style="list-style-type: none"> <li>• Remote Management/Lights out Management included</li> </ul>
PCIe Slots	<ul style="list-style-type: none"> <li>• 6 PCIe Slots</li> </ul>
Power Supply	<ul style="list-style-type: none"> <li>• Redundant Power Supplies</li> </ul>
19" Rack Integration	<ul style="list-style-type: none"> <li>• 19" Rack kit included</li> <li>• 2U form factor</li> </ul>
Support	<ul style="list-style-type: none"> <li>• 36 Months</li> <li>• 24 x7 – 4h response time onsite support</li> </ul>
Virtualisation Platform Software and Licenses for the 3 servers	<ul style="list-style-type: none"> <li>• Virtualization platform Software features: <ul style="list-style-type: none"> <li>- High-availability functionality: Restart VMs on another machine after hardware malfunction</li> <li>- Live migration of VMs throughout the whole virtualization platform</li> <li>- Thin Provisioning of the VM Disk files on the storage: Just the physically user space is reserved, not the size of the virtual disk.</li> <li>- Central management and monitoring</li> <li>- Automatic load balancing of VMs throughout the whole virtualization platform</li> <li>- Support for up to 8 virtual CPUs within the VM</li> <li>- Support for more than 64GB RAM within a VM</li> <li>- Central management of the host configuration</li> <li>- Live migration of VM storage location without downtime of the VM</li> <li>- VM health monitoring</li> <li>- Mirroring of VMs between two hosts through the virtualization platform</li> <li>- OS Support for...Linux...Windows 2008 Server R2...Windows 2003 Server....</li> </ul> </li> <li>• Support: 3 years Support</li> </ul>

### 3. Replacement of current Firewall server infrastructure

**Quantity: 2 Servers**

#### a. Technical Specification per server

- Server
  - 1 processor, 2,26ghz, Upgradeable to 2 processors
  - Memory: 8mb Level – cache, DDR3 unbuffered, 3 x 2gb RAM Standard
  - 1066 Mhz Front-side Bus
  - Integrated Gigabit Network adapter with 2 ports
  - Remote Management Support/Lights out Management (LOM)
  - 19 “ Rack integration, rack kit included
- **Harddisks Hot-Swap 500GB SATA x Quantity 2**
  - Interface: 1 x Serial ATA-150
  - Data transfer rate 150MBps (extern)
  - 7200rpm
  - Compatible Slot: 1 x Hot-swap
- Slim DVD-ROM Drive/Interface – Serial ATA
- 512 MB P-Series Battery Packed Write Cache Upgrade
- **6 Additional Ethernet Ports**
  - Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T
  - Datalink Protocol Ethernet, Fast Ethernet, Gigabit Ethernet
- **Support/Maintenance Contract:** Next business day (CET), 36 month

### 4. Replacement Network Gateway Server Infrastructure

**Quantity: 2 Servers**

#### a. Technical Specification per server

- Server
  - 1 processor, 2,26ghz, Upgradeable to 2 processors
  - Memory: 8mb Level – cache, DDR3 unbuffered, 3 x 2gb RAM Standard
  - 1066 Mhz Front-side Bus
  - Integrated Gigabit Network adapter with 2 ports
  - Remote Management Support/Lights out Management (LOM)
  - 19 “ Rack integration, rack kit included
- **Harddisks Hot-Swap 500GB SATA x Quantity 2**
- Interface: 1 x Serial ATA-150
  - Data transfer rate 150MBps (extern)
  - 7200rpm
  - Compatible Slot: 1 x Hot-swap
- Slim DVD-ROM Drive/Interface – Serial ATA
- 512 MB P-Series Battery Packed Write Cache Upgrade
- 2 Additional Ethernet Ports
  - Ethernet 10Base-T, Ethernet 100Base-TX, Ethernet 1000Base-T
  - Datalink Protocol Ethernet, Fast Ethernet, Gigabit Ethernet
- **Support/Maintenance Contract:** Next business day (CET), 36 month

### 5. Backup Solution

#### a. General

For the new Infrastructure of the UNU-VIE/EHS, an adequate Backup Solution is needed. The offered solution needs to fulfill the following functionalities.

#### b. Technical Specification Backup Solution

<b>Feature</b>	<b>Specification</b>
Backup Server ( <b>Quantity 1</b> )	<ul style="list-style-type: none"> <li>• Same system type as the offered Virtual Platform Servers</li> <li>• 1 Quadcore Processors (2.53GHz, L2 Cache - 4 x 256KB, L3 Cache – 8mb)</li> <li>• 4 GB RAM</li> <li>• 4 x FC HBA Ports for the SAN and Library connection</li> <li>• 6 x 300GB SAS HDD 10k</li> <li>• DVD Drive</li> <li>• Remote management/Lights out Management</li> <li>• 19 “ Rack integration, rack kit included</li> <li>• All needed cables</li> <li>• Support: 13hrs x 5days (business hours CET) with onsite support</li> </ul>
Library ( <b>Quantity 1</b> )	<ul style="list-style-type: none"> <li>• Tape Library with barcode functionality</li> <li>• 2 x LTO4 FC drives</li> <li>• 48 slots</li> <li>• <b>46 tapes with barcode labels</b></li> <li>• <b>2 cleaning tapes with barcode labels</b></li> <li>• All needed cables</li> <li>• Support: 13hrs x 5days with next business day (CET) onsite support</li> </ul>
Software	<ul style="list-style-type: none"> <li>• Backup software has to be installed in a Windows Server 2003/2008 OS</li> <li>• Backup of the virtual machine files directly from the SAN via fibre Channel</li> <li>• Single File Restore after one phase virtual machine file backup</li> <li>• NDMP Support for NAS Backup (remote NDMP, direct NDMP and 3-way NDMP support)</li> <li>• Exchange 2007/2010 backup with individual mail restore with one phase database backup</li> <li>• <b>Unlimited agents for virtual Windows Servers, and 6 additional Windows Server Agents for physical machines</b></li> <li>• <b>Unlimited agents for virtual Linux servers, and 4 additional Linux Server Agents for physical machines</b></li> <li>• Agent for Active Directory with single object restore</li> <li>• Subscription: 3 Years basic support</li> <li>• Manages the hardware encryption of the LTO4 drives on backup image level</li> </ul>



**6. General Maintenance-Support Service Contract (12 Months – Option renewable)**

For this project the successful bidder must be able to provide a Maintenance/Support SLA for the requested hardware, at a minimum of but not limited to, the following capabilities

General Service Support Contract	Details
	<ul style="list-style-type: none"> <li>- 5 days x 10 hours with 4 hour reaction time (Mo. - Fr. 8:00-18:00 CET)</li> <li>- For priority one issues (business relevant): max. 4 hours reactions time, on-site next day</li> <li>- For priority two issues (peripheral malfunction): max. 8 hours reactions time, on-site within two business days</li> <li>- Hardware Support (Technical telephone and e-mail support)</li> <li>- Support for the delivered Virtualisation Software (Hot fixes and updates, Technical telephone and e-mail support )</li> <li>- Single point of contact</li> <li>- Organisation of hardware replacements from the manufacturers in cases of defects</li> </ul>

**Annex III Bid Submission Form**

No.	Description	Quantity	Price per Unit (EUR)	Total Amount (EUR)
1	<b>Shared Storage System</b>	1 System		
2	<b>Virtual Platform Server Hardware and Virtual Platform Server Software</b>	3		
3	<b>Replacement of current Firewall server infrastructure</b>	2 Servers		
4	<b>Replacement Network Gateway Server Infrastructure</b>	2 Servers		
5	<b>Backup Solution</b>	1		
6	<b>General Maintenance-Support Service Contract</b>	1		
		Total		
		Add: Misc. charges(if any)		
		Freight (if applicable)		
		VAT		
		Grand Total		

**Delivery Point**

Benjamin Zhu United Nations University ViE Procurement Department Hermann-Ehlers-Str.10 53113, Bonn
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Payment terms:

Discount offered:

Shipping mode:

Delivery date:

.....  
Vendor Name

.....  
Name of Authorized Official

.....  
Signature

.....  
Date

#### **Annex IV Acknowledgement Letter**

**Subject:** INVITATION TO BID – DATACENTER (SAN AND VIRTUALISATION  
INFRASTRUCTURE AND DATA MIGRATION) UPGRADE PROJECT FOR UNITED  
NATIONS UNIVERSITY- INSTITUTE FOR ENVIRONMENT AND HUMAN SECURITY

**Reference:** ITB/ViE/01/2009

Dear Sir/Madam,

We, the undersigned, acknowledge receipt of your Invitation to Bid (ITB) No. ITB/ViE/01/2009 dated 15<sup>th</sup> December, 2009 and hereby confirm that we:

INTEND  NOT INTEND

to submit a bid to the United Nations University Vice Rectorate in Europe by the deadline Dec 29<sup>th</sup>, 2009 14:00 CET and that we:

INTEND  NOT INTEND

To send one (1) authorized representative to observe the public opening procedure.

We acknowledge that this ITB is confidential and proprietary to the UNU-ViE, and contains privileged information. Upon request, we will return this ITB or any part thereof, and all copies thereof, to the UNU.

Name & Title of Authorized:

Signature:

Company Name and Address:

Telephone No.

Fax No.

If you do not intend to submit a bid to the UNU-ViE, please indicate the reason:

- We do not have the capacity to submit a bid at this time.
- We cannot meet the technical requirement for this ITB.
- We do not think we can make a competitive offer at this time.
- Others: (Please specify)

Kindly return this acknowledgement via email [procurement@vie.unu.edu](mailto:procurement@vie.unu.edu) or fax: 0228-815-0299

Procurement Department  
United Nations University Vice Rectorate in Europe  
Hermann-Ehlers-Str.10 53113  
Bonn, Germany

NOTE: Due to the current security arrangements, your authorized representative must present a complete copy of this letter and valid ID card in order to observe the public bids opening procedure.

## **Annex V General Terms and Conditions – Instructions to Bidders**

### Submission of bids

Bids must be submitted in the English language or German language on the requirements specified in this Invitation to Bid. Bidders must provide all requisite information under this ITB and clearly and concisely respond to all points set out in the ITB. However, unnecessarily elaborate brochures and other presentation beyond those sufficient to present complete and effective Bids are not encouraged.

### Technical Specifications of Requirement

No changes, substitutions or other alterations to the technical specifications of requirement stipulated in this ITB document will be accepted unless approved in writing by the United Nations University (UNU).

### Performance Bond

The UN reserves the right to request the successful contractor to furnish to the UNU within 2 weeks from the contract award, at its own cost and expense, a Performance Bond in the form attached as Annex VII, or a similar guarantee, such as a letter of credit, acceptable to the UNU in a sum equal to 10% of the contract price

### Bid Bond

The UN reserves the right to request Bidders to submit a Bid Bond in the form attached as Annex VIII, at their own cost, or a similar guarantee, such as a certified check, acceptable to the UNU, in a sum equal to US\$10,000. The Bid Bond shall be valid for the same period as the bid, plus ninety (90) days after the validity date of the bid. The UNU reserves the right to extend the validity of the Bid Bond if the contractual instrument is not yet in place.

### No Commitment

This ITB does not commit the UNU to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by the UNU. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of the UNU Procurement Service and by the selected bidder. This ITB does not commit the UNU to consider any bid or to award a contract. If the bid is submitted on an “all or none” basis, it should clearly state so.

### Criteria for Evaluation

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, as well as the requirements of this ITB. The following criteria will be considered in evaluating the bids:

- a. Compliance with technical requirements;
- b. Compliance with delivery deadlines;
- c. Lowest cost to the UNU.

### Payment Terms

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by the UN. The normal terms of payment by the UN are 30 days (although discounted items for early payment may be considered if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UNU and certification by the UNU of the contractor's invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

### Validity of Bids

Bids shall remain open and valid for acceptance for a period of at least 15 days from the date of opening specified in this ITB:

### Rejection of Bids and Split Awards

The UNU reserves the right to reject any and all bids if they inter alia:

- i. are received after the deadline stipulated in the ITB;
- ii. are not properly marked or addressed as required in the ITB;
- iii. are delivered to another UN office location than the one required in the ITB;
- iv. are unsolicited;
- v. contain an alternate bid; or
- vi. are not otherwise in compliance with this ITB.

The UNU also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

### Withdrawal and Modification of Bids

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

### Errors in Bids

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UN to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of error in the totalling of prices, the unit price will govern.

### Confidentiality

This ITB or any part thereof, and all copies thereof must be returned to the UNU upon request. It is understood that this ITB is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UNU, except that bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this ITB.

### Rights of the UN

All UNU vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

If the UNU determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, the UNU reserves the right to reject any bid or recommendation to award a contract to such vendor.

## **Annex VI General Conditions of Purchase Order**

### **A. PAYMENT**

In the case of goods to be delivered to the United Nations University (hereafter referred to as the UNU) in Tokyo, the UNU shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

In the case of goods to be delivered elsewhere the UNU shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in this Contract, whichever (a) or (b) is the later.

Unless otherwise authorized by the UNU, a separate invoice must be submitted in respect of each shipment under this Contract and such invoice must bear the Purchase Order Number appearing on the top left hand corner of the face of this document.

The prices shown herein may not be increased except by express written agreement of the UNU. The UNU will not pay any charge for late payments unless expressly agreed to in writing.

The UNU 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 Contract: payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

### **B. TAX EXEMPTION**

Section 7 of the Convention on the Privileges and Immunities of the United Nations University provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes the UNU to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to the UNU. Payment of such corrected invoiced amount shall constitute full payment by the UNU. In the event any taxing authority refuses to recognize the UNU exemption from such taxes, the Vendor shall immediately consult with the UNU to determine a mutually acceptable procedure.

### **C. EXPORT LICENSES**

If an export license or licenses are required for the goods, the Vendor shall obtain that license or licenses.

### **D. RISK OF LOSS**

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with this Contract.

### **E. FITNESS OF GOODS INCLUDING THEIR PACKAGING**

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the vendor by the UNU, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

### **F. RIGHTS OF THE UNU**

In case of failure by the Vendor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNU may, after giving the Vendor reasonable notice to perform and without prejudice to any of the rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event the UNU may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNU shall mitigate its damages in good faith;
2. Refuse to accept delivery of all or part of the goods;

3. Terminate this Contract.

#### G. ASSIGNMENT AND INSOLVENCY

1. The Vendor shall not, except after obtaining the written consent of the UNU, assign, transfer, pledge or make other disposition of this contract, or any part thereof, or any of the Vendor's rights or obligations under this Contract.

2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNU may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

#### H. USE OF UNU NAME AND EMBLEM

The Vendor shall not use the name, emblem or official seal of the United Nations University or any abbreviation of the name United Nations University for any purpose.

#### I. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to the UNU.

#### J. ARBITRATION

Any controversy or claim arising out of or in connection with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

#### K. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these General Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the UNU, including its subsidiary organs.

Annex VII

**Performance Bond Form**

Know all men by these presents, that we ..... a company incorporated in and under the laws of ....., the principal shareholders of which are ..... as Principal (hereinafter called "the Supplier") and the ..... a corporation organized under the laws of ..... and duly organized to transact business in ..... as Surety (hereinafter called "the Surety") are held and firmly bound unto the United Nations University (UNU), an international intergovernmental organization with its headquarters at Tokyo, Japan, as Obligee (hereinafter called "the Employer") in the amount of ..... (USD), for the payment whereof which sum, well and truly to be made, the Supplier and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Whereas the Supplier has entered into a written contract with the Employer dated the ..... day of ....., 20.... for the ..... said Contract being by reference made part hereof and hereinafter referred to as "the Contract".

Now, therefore, for valuable consideration, the receipt whereof is hereby acknowledged by the Surety, the Surety hereby irrevocably undertakes to, whenever Supplier shall be declared by Employer to be in default under the Contract, without any objection, opposition or recourse, promptly pay the Employer the amount required by Employer to remedy the default and complete the Contract in accordance with its terms and conditions, any amount up to a total not exceeding the amount of the Bond, or remedy the default and complete the Contract in accordance with its terms and conditions.

The Surety shall not be liable for a greater sum than the specified penalty of the Bond.

The Condition of this obligation is such that if the Employer shall notify the Surety in writing that the Supplier has promptly and faithfully performed the said Contract (including any amendment thereto) then this obligation shall be null and void, otherwise it shall remain in full force and effect until the Employer shall by written instrument declare the obligation discharged, except that the obligation shall continue for at least three months following termination of the Contract.

This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators or successors of the Employer.

Nothing herein or related hereto shall be deemed a waiver or an agreement to waive any of the privileges or immunities of the United Nations.

Signed on  
behalf of  
by  
in the capacity of  
in the presence of

Signed on  
behalf of  
by  
in the capacity of  
in the presence of



### **Form of Bid Bond**

KNOW ALL PERSONS BY THESE PRESENTS, that we, ..... [insert name of Surety] a .....[specify type of entity] organized under the laws of ..... [insert relevant jurisdiction] and duly licensed or authorized to transact business in ..... [insert relevant jurisdiction] as surety (hereinafter referred to as the "Surety") are held and firmly bound unto the United Nations University, an international intergovernmental organization, and having its Headquarters in Tokyo, Japan, as obligee (hereinafter referred to as the "UNU"), in the amount of ..... [insert relevant amount both alphabetically and numerically, together with the applicable currency] (hereinafter referred to as the "Bond Value"), for the payment whereof which sum, well and truly to be made, the Surety bind itself, its successors, permitted assigns, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, in response to a RFP for Building Maintenance and Operations including Security Services and Custodial Cleaning of the UNU Headquarters Building in Tokyo, by the UNU for the provision of ..... [specify purpose of the requirement] ("Tender"), and pursuant to the solicitation documents issued by the UNU in connection with the Tender ("Solicitation Documents"), ..... [insert name of the Bidder] a ..... [specify type of entity] organized under the laws of ..... [insert relevant jurisdiction], as principal (hereinafter referred to as, the "Principal" or "the Bidder") has submitted a written [insert form of submission, e.g. proposal, bid] to the UNU, dated the ..... day of ....., 20....[insert applicable date information], (hereinafter referred to as the "Bid").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the Surety, the Surety irrevocably undertakes the following:

1. (a) The condition of this Bid Bond is such that if the Principal:
  - (i) withdraws its Bid, without the consent of the UNU, during the period of Bid validity specified in Article 1 (b), below ("Bid Bond Validity Period"); or
  - (ii) having been notified of the acceptance of its Bid by the UNU during the Bid Bond Validity Period, (a) unreasonably fails, delays or refuses, when required, in accordance with the terms specified in the Solicitation Documents, to execute the contract, or (b) fails, delays or refuses to furnish the Performance Bond or Labor and Materials Bond or any other bond in accordance with the terms specified in the Solicitation Documents; then the Surety undertakes to immediately pay to the UNU the Bond Value, upon first written demand by the UNU, provided that in its demand the UNU states that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred. The parties acknowledge and agree that the Surety's obligations under this Article 1 shall be enforceable without the need to have recourse to any judicial or arbitral proceedings and the Surety's obligation to pay the UNU shall be disbursed by the Surety without any objection, opposition or recourse. The Surety and the Principal acknowledge and agree that the terms and conditions of the Bid Bond shall remain unchanged for the duration of the Bid Bond Validity Period.
- (b) The Surety hereby agrees that its obligation under the Bid Bond shall remain in full force and effect until such time as the UNU notifies the Principal in writing that all of its obligations in relation to the Tender, as specified in the Solicitation Documents, have been disbursed. Without prejudice to the foregoing, or limiting the generality of the foregoing, the Bid Bond shall remain in full force and effect for at least 30 days following the expiration of the Bid Bond Validity Period specified in the Solicitation Documents (or any extensions thereof) or, otherwise, until such time that the UNU has notified the Principal that the Bid Bond is no longer required and the UNU has confirmed this fact in writing to the Surety upon request therefor. The Principal and the Surety acknowledge and agree that the UNU may, at its sole discretion, extend the Bid Bond Validity Period prior to its expiration, notice of which extension(s) to the Surety being hereby waived.

2. The parties acknowledge and agree that neither this Bid Bond nor any obligations hereunder are transferable or assignable. No right of action shall accrue on this Bid Bond to or for the use of any person or corporation other than the UNU.

3. Nothing in or relating to this Bid Bond shall be deemed a waiver, express or implied, of any of the privileges or immunities of the UNU, including its subsidiary organs.

4. All notices required or contemplated under this Bid Bond shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; and (iii) first-class, certified mail, return-receipt requested, and postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of the parties have indicated their agreement to be firmly bound by these presents by having signed below on the date first written above:

<b>For the Surety:</b>
by: _____ [signature on line] [insert name]
in the capacity of: _____ [insert title]
in the presence of: _____ [signature on line] [insert witness name]