



**UNITED NATIONS UNIVERSITY  
Centre**

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国際連合大学 本部

〒150 - 8925 東京都渋谷区神宮前 5丁目53 - 70

22 August 2007

Dear Sir/Mesdames,

**Subject: INVITATION TO BID – SUPPLY AND INSTALLATION OF WOOD FLOORING FOR THE RECTOR’S RESIDENCE AT UNITED NATIONS UNIVERSITY HEADQUARTERS BUILDING, TOKYO**

**Reference: ITB-004/2007**

1. The United Nations University (UNU) 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 UNU no later than **6 September, 2007 at 14:00 hours**.

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

Annex A: Bid Form

Annex B: Terms and Conditions to Bid

Annex C: Acknowledgement Letter

Annex D: General Conditions of Purchase Order

3. Bids must be submitted in the English language strictly using the attached Annex A-1 Bid Form in **THREE COPIES** (any attachments or appendices and annexes thereto must also be submitted in **THREE COPIES**).

4.a. Your bid must be submitted in a sealed envelope/package clearly marked and addressed as follows:

United Nations University  
Attention: Bid Opening Unit, Registry, Ext. 1346  
53-70, Jingumae 5-chome,  
Shibuya-ku, Tokyo 150-8925

**Ref: ITB-004/2007**

**Procurement Unit**

**Closing Date & Time: 6 September, 2007 at 14.00 hrs**

**<Name of Your Company>**

*Please note that Extension 1346 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. The outer envelope/package of your bid must clearly indicate ITB number, title of the UNU officer indicated in paragraph 4.a and 6 of this ITB, date and closing time and name of your company so that the UNU can identify your bid at the time of receipt. Each bid for each ITB must be submitted in a separate envelope. Please do not combine different bids in the same envelope.

c. It is the exclusive responsibility of the bidders to ensure that the sealed envelope/package containing the bid reaches the above address before the time and date indicated in paragraph 4.a. so that it is time stamped and acceptable for opening. Bids must be delivered to the designated address during the UNU working hours from 9:30 a.m. to 5:30 p.m. Monday through Friday except for the United Nations holidays. Delivery to any other United Nations 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 UNU. *Bids received after the above mentioned opening time will be invalidated.*

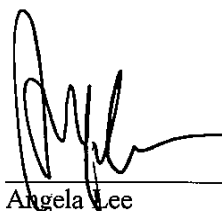
d. The UNU Procurement Unit strongly encourages you to deliver your bid by hand or via courier so that you can track delivery and ensure receipt by the UNU Procurement service in time for the deadline specified in this ITB.

5. A public opening of bids will take place on **7 September, 2007** at **14.00 hours** in the Registry Office of the Administrative Management Division, UNU on the 9<sup>th</sup> floor, 53-70 Jingumae 5-chome, Shibuya-ku, Tokyo. Companies submitting offers are welcome to send one (1) representative with proper authorization to observe the opening of bids received.

6. For queries on this ITB, please contact the UNU Procurement Unit, Ms Angela Lee in writing at facsimile no. 03-3499-2828 or by e-mail to [lee@hq.unu.edu](mailto:lee@hq.unu.edu) not later than **28 August, 2007**. Please also notify the UNU 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 7 below. Bids must NOT to be sent to this facsimile number.

7. You are kindly requested to return the attached Annex C — Acknowledgement Letter duly signed by an authorized representative of your company to the UNU 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 deadline for submission of Annex C is **28 August 2007**.

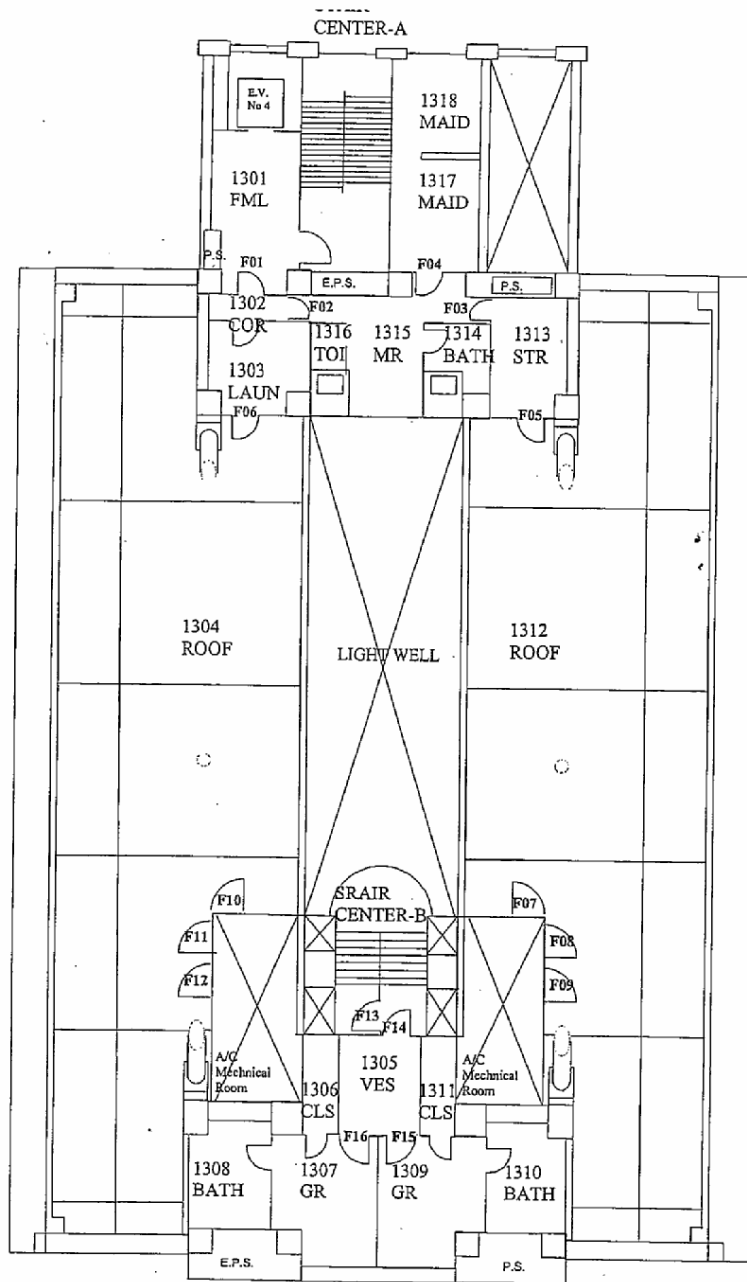
8. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex B - Instructions to Bidder attached to this ITB.



Angela Lee  
Procurement & Administrative Officer



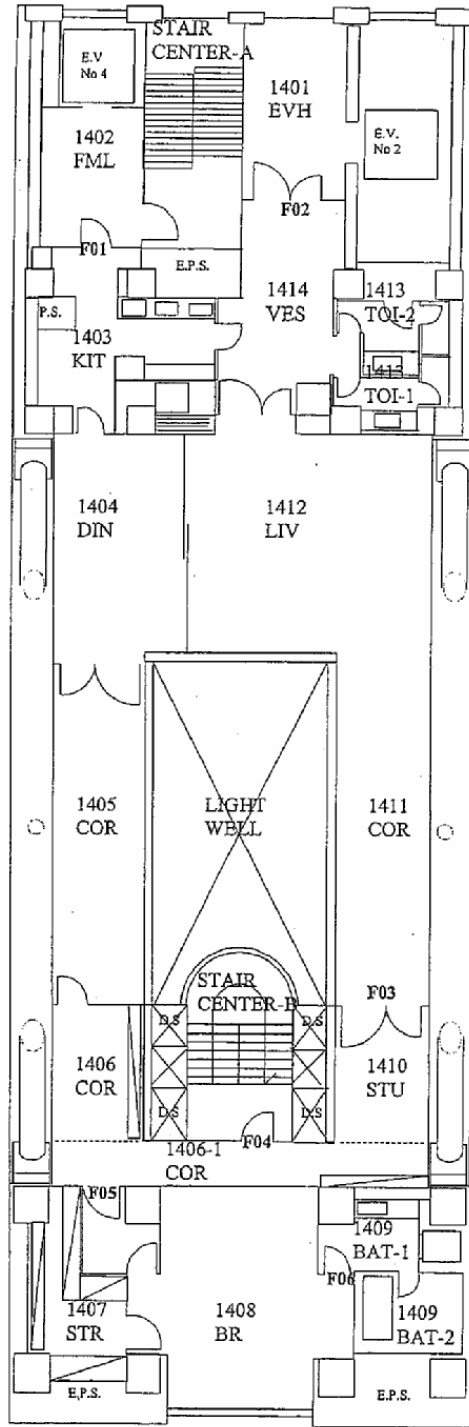
FLOOR PLAN OF 13<sup>TH</sup> FLOOR, UNU HEADQUARTERS BUILDING



Rector's Residence

13F

FLOOR PLAN OF 14<sup>TH</sup> FLOOR, UNU HEADQUARTERS BUILDING



Rector's Residence 14F

## **Annex B**

### **Terms and Conditions to Bid**

#### Submission of bids

Bids must be submitted in the English language on the Requirement specified in this Invitation to Bid (ITB). Bidders must provide all requisite information under this ITB and clearly and concisely respond to all points set out in this ITB. However, unnecessarily elaborate brochures and other presentations 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).

#### 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. Earliest delivery time;
- c. Discounts offered; and
- d. 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 (thirty) 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 120 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 are, inter alia:

- i. received after the deadline stipulated in the ITB;
- ii. not properly marked or addressed as required in the ITB;
- iii. delivered to another UN office location than the one required in the ITB;
- iv. transmitted by facsimile unless specifically indicated in the ITB;

- v. unsolicited;
- vi. contain an alternate bid; or
- vii. 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 specifications and other instructions pertaining to the bid, made available by the UNU to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of error in the totaling of prices, the unit price will govern.

#### Public Opening

Public opening of bids will take place at the address and time specified in this ITB. Bidders may send one (1) representative with proper authorization to observe the opening of bids at the time and location specified in the ITB.

#### 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.

#### Contract

Any contract resulting from this ITB will include the General Conditions of Purchase Order (Annex D).

**Annex C**

**Acknowledgement Letter**

Dear Sir,

**Subject: INVITATION TO BID - SUPPLY AND INSTALLATION OF WOOD FLOORING FOR THE RECTOR'S RESIDENCE AT UNITED NATIONS UNIVERSITY HEADQUARTERS BUILDING, TOKYO (Ref: ITB-004/2007)**

We, the undersigned, acknowledge receipt of your Invitation to Bid (ITB) No. ITB-004/2007 dated 22 August, 2007 and hereby confirms that we:

INTEND  DO NOT INTEND

to submit a bid to the United Nations University (UNU) by the deadline date of 6 September, 2007 and that we:

INTEND  DO 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, 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: \_\_\_\_\_

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name and Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

If you do not intend to submit a bid to the UNU, 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 immediately via fax 03-3499-2828*

The Procurement Unit  
United Nations University  
53-70 Jingumae 5-chome  
Shibuya-ku, Tokyo 150-8925

NOTE: Due to the current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure.



## Annex D

### UNITED NATIONS UNIVERSITY GENERAL CONDITIONS FOR 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

The 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 UNU or any abbreviation of the name UNU 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.