

21 June 2007

Dear Sirs/Mesdames,

**SUBJECT: INVITATION TO BID – HARDWARE REQUIREMENTS
(LOCAL CASE NO.002/2007)**

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 United Nations University no later than 20 July 2007 at 17.30 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 – Bid Form in THREE COPIES (any attachments or appendices and annexes thereto must also be submitted in THREE COPIES).

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

Invitation to Bid
Hardware Requirements
(Local Case No. 002/2007)
The United Nations University
53-70, Jingumae 5-chome,
Shibuya-ku, Tokyo 150-8925
Attention: Registry
Scheduled to open at 23 July 2007 at 17.30 hours

b. Outer envelope/package of your bid must clearly indicate ITB number, name of the United Nations University official indicated in paragraph 4 a., date and closing time

and name of your company so that the United Nations University 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 United Nations 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 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.

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

5. A public opening of bids will take place on 23 July 2007 17.30 hours in the Registry Unit on the 9th floor. 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 Mr. Y. Oshige in writing at facsimile no. 03-3499-2828 by 7 February 2007. Please 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 7 below. Bids must NOT 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 to the United Nations University 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.

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.

F. d'Artagnan
Director of Administration

**ANNEX C
ACKNOWLEDGMENT LETTER**

Dear Sir/Madam:

Date:

Subject: **INVITATION TO BID – HARDWARE REQUIREMENT
(LOCAL CASE NO. 002/2007)**

We, the undersigned, acknowledge receipt of your Invitation to Bid dated 21 June 2007 and hereby confirms that we:

- INTEND
 DO NOT INTEND

to submit a bid to the United Nations University by deadline 20July 2007 17.30 hours 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 United Nations University, and contains privileged information. Upon request, we will return this ITB or any part thereof, and all copies thereof, to the United Nations University.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Name & Address of Proposer: _____

Telephone No: _____

Facsimile No: _____

If you do not intend to submit a bid to the United Nations University, 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
The United Nations University
53-70, Jingumae 5-chome,
Shibuya-ku, Tokyo 150-8925
Attention: Mr. Yuji Oshige

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 B Terms and Conditions to Bid

Submission of bids

Bids must be submitted in the English language on the Requirement specified in this ITB. Unnecessarily elaborate brochures or other additional information are not encouraged.

Technical Specification of Requirement

No changes, substitutions or other alternations to the technical specifications of requirement stipulated in this Invitation to Bid document will be accepted unless approved in writing by the UNU.

No Commitment

This Invitation to Bid does not commit the United Nations University to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof. 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 United Nations University. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of the United Nations University Administrative Management Division and by the selected bidder. This Invitation to Bid does not commit the United Nations University to consider any bid or to award a contract.

Criteria for Evaluation

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules as well as the requirements of this Invitation to Bid. The following criteria will be considered in evaluating the bids:

Compliance with technical requirement;
Lowest price offered;
Earliest delivery time;
Discounts offered.

Payment Terms

The Financial Regulations of the United Nations preclude advance payments and payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by the United Nations. The UN standard payment terms are 30 days upon receipt of invoices subsequent to satisfactory delivery of goods and acceptance thereof by the United Nations University.

Validity of Bids

Bids shall remain open and valid for no less than 60 days from the date of opening specified in this Invitation to Bid.

Rejection of Bids and Split Awards

The United Nations University reserves the right to reject any and all bids if they are, inter alia:

Received after the deadline stipulated in the Letter of Invitation;
Not properly marked or addressed as required in the Letter of Invitation;
Delivered to another UNU office location than the one required in the Letter of Invitation;
Transmitted by facsimile unless specifically indicated in the Letter of Invitation
Unsolicited;
Contains an alternate bid; or
Not otherwise in compliance with this Invitation to Bid.

The United Nations University also reserves the right to split an award between any bidders in any combination as it may deem appropriate. *If the bid is submitted on a "all or none" basis, it should clearly state as so in this ITB.*

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 instruction pertaining to the work, made available by the United Nations University 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 Invitation to Bid. Bidders may send one (1) representative with proper authorization to observe the opening of bids at the time and location specified in the Letter of Invitation.

Confidentiality

This Invitation to Bid or any part thereof, and all copies thereof must be returned to the UNU upon request. It is understood that this Invitation to Bid is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to a 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-contractor for sole purpose of obtaining offers from them. Notwithstanding the other provisions of the Invitation to Bid, 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 Invitation to Bid.

Contract

Any contract resulting from this Invitation to bid will include the General Conditions of Purchase Order.

ANNEX D
UNITED NATIONS UNIVERSITY GENERAL CONDITIONS FOR PURCHASE ORDER

PAYMENT

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations 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.

EXPORT LICENSES

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

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.

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.

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.

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.

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.

PROHIBITION ON ADVERTISING

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

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.

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 A

Bid Form

No.	Description	Q'ty	Unit	Amount	After Discount
	Cisco Catalyst 3560-24PS 10/100 PoE + 2 SFP Enhanced Image	□			
	Cisco Catalyst 3560-48PS 10/100 PoE + 4 SFP Enhanced Image	□			
	GE SFP, LC connector SX Transceiver	□□			
	Total:				

Vendor's Name:

Name of Authorized Official:

Signature:

Date: