



UNITED NATIONS
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20 October, 2015

INVITATION TO BID

Dear Sir/Madam,

Subject: Invitation to Bid – Wide Area Network (WAN) traffic optimization solution (UNU-ITB/001/2015)

1. The United Nations University (UNU) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above subject.
2. Bids are required to be received by the UNU no later than **20 November, 2015 at 15:00 Hours (Tokyo Time)** (the Closing Time).
3. This ITB consists of this letter, the subsequent instructions and the following annexes:

Annex A: Acknowledgement Letter

Annex B: Technical Specifications

Annex C: Bid Submission Form

4. You are kindly requested to return the attached **Acknowledgement Letter (Annex A)**, duly signed by an authorized representative of your company, to the UNU via email to lee@unu.edu Attention: Ms. Angela Lee (the Procurement & Administrative Officer), who shall serve as a focal point of contact with regard to this ITB, no later than **27 October, 2015**.
5. We look forward to your Bid and thank you in advance for your interest in UNU procurement opportunities.

Angela Lee
Procurement & Administrative Officer

Instructions for Submission of Bids

General

1. The UNU solicits Bids in response to this ITB. Bidders must strictly adhere to all the requirements of this ITB.
2. Submission of a Bid shall be deemed to constitute an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and unless specified otherwise, the Bidder has read, understood and agreed to all the instructions provided in this ITB.
3. Any Bid submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by the UNU. This ITB does not commit the UNU to award a contract.
4. Bidder shall bear any and all costs and expenses related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not.
5. Unless otherwise stated in this ITB, all times indicated in this ITB is Tokyo time.

Submission of a Bid

6. Bidders are required to complete, sign and submit the **Bid Submission Form** (Annex C) in the English language and in ONE COPY, together with all related supporting documents requested therein.
7. Bids must be clearly marked and addressed as follows:

The United Nations University
Bid Opening Unit
53-70, Jingumae 5-Chome,
Shibuya-ku, Tokyo 150-8925, Japan

ITB No. UNU-ITB/001/2015

Closing Date & Time: 20 November, 2015 15:00 hours (Tokyo Time)

Name of the Bidder: _____

8. The UNU does not assume any responsibility for any missing and/or illegible pages of Bids, and this may result in rejection of your Bid.

Closing Time

9. It is the responsibility of the Bidders to ensure that the sealed envelope/package containing the Bid reaches the above mentioned address before the Closing Time, so that it is time stamped and

acceptable for opening. Bids must be delivered to the above mentioned address during UNU working hours from 09:00 to 17:00 hours, Monday through Friday, except for the UNU holidays. Delivery to any other UNU office will be at the risk of the Bidder and may not meet the Closing Time. Written proof of receipt will not be given by UNU staff unless a Postal/Courier service receipt or other form of receipt is presented for signature by the UN. Bids received after the Closing Time will be rejected and therefore not considered or evaluated, except for in exceptional circumstances.

Clarifications

10. For clarifications regarding this ITB, please contact the Procurement Officer via e-mail: lee@unu.edu no later than **3 November, 2015** at **17:00 hours** (Tokyo Time). No communication, written or verbal is allowed in connection with this ITB, with any UNU staff members outside of the Procurement Division.
11. In order to maintain transparency, all Bidders' requests for clarifications and UNU responses will be recorded and circulated to all Bidders, without indicating the source of the request.

Validity of Bids

12. Your Bid shall be irrevocable and remain valid for acceptance for at least a 90 - day period, commencing on the Closing Time.
13. If deemed necessary by the UNU, Bidders may be requested to extend the validity of their Bids for an additional period(s), in order to finalize the solicitation process. If the extension of the validity period is accepted by a Bidder, the Bidder will not be permitted to otherwise modify or consequently withdraw its Bid, and will be required to extend the validity period of the Bid-Security, if so required in this ITB.

Withdrawal and Modification of Bids

14. Bids may be modified or withdrawn in writing, at any time prior to the Closing Time. Modification and/or any other complementary information shall be submitted in writing and in a sealed envelope, marked and labeled as provided in Paragraph 7 above, before the Closing Time.

Public Opening

15. A public opening of Bids will take place on **20 November, 2015** at **15:00 hours (Tokyo Time)** at the UNU Office in Tokyo. The purpose of the public opening is to record the names of Bidders who submitted Bids by the Closing Time. Bidders submitting Bids are welcome to send representative(s) to observe the recording of the Bid opening.

Rejection of Bid

16. The UNU reserves the right to reject a Bid if it does not adhere to the ITB instructions.
17. The UN will provide the Bidders, upon written request, with the reasons for their Bid rejection.

Evaluation Criteria

18. All Bids will be evaluated, and the Bid which meets the minimum technical requirements and offers the lowest price may be selected.

Selection Process

19. The UNU reserves the right, at its sole discretion, to:
 - 19.1 Award separate or multiple contracts for same or different elements covered by this ITB in any combination it may deem appropriate, or only a portion of the requirements. If a Bid is submitted on an "all or none" basis, it should be clearly stated as such.
 - 19.2 Reject any or all Bids received in response to this ITB and negotiate with any of the Bidders in any manner deemed to be in the best interest of the UN.
 - 19.3 Add new considerations, information or requirements at any stage of the process.

In exceptional situations, the UNU may cancel this ITB by a written notification to Bidders.

Notice of Award

20. The selected Bidder(s) will be notified in writing that the UNU is considering an award of contract. The contract award shall be subject to both parties mutually agreeing to the contract terms and conditions. No legal obligation exists until the contract is finalized and signed by both parties or the issuance of a Purchase Order (PO) by the UNU.
21. Unsuccessful Bidders will be notified in writing. The UNU has the right to retain unsuccessful Bids.
22. This ITB is subject to the UN General Conditions of Contract (UNGCC). The UNGCC shall become an integral part of any Contract or Purchase Order resulting from this ITB. You may find the UNGCC at http://www.un.org/Depts/ptd/pdf/general_condition_goods.pdf. By submitting a Bid, the Bidder confirms that it has accessed, read, understood, agreed and accepted the UNGCC.

Commercial Instructions Payment Terms

23. The standard UNU terms of payment are net 30 days following satisfactory delivery of goods, performance of services and submission of an invoice, whichever is later. The provisions of Incoterms 2010 shall apply to any delivery terms specified in this ITB.
24. The UNU policy is to preclude advance payments or payment by Letters of Credit. Such provisions in a Bid will be prejudicial to its evaluation by the UNU.

Currency

25. Prices may be quoted in Japanese Yen (JPY). If quotation is in a currency other than the JPY, the UNU will convert the currency quoted in the Bid Submission Form to JPY, in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

26. Unless otherwise agreed by the parties, the final contract/Purchase Order awarded to the selected Bidder, Bidder's invoices and the UNU payments will be made in the currency as originally quoted by the Bidder in its Bid.

Price

27. The offered price should be all inclusive. If your price excludes certain fees and/or charges, you must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this ITB, the contract shall be concluded on a Firm Fixed Price basis, and shall not be subject to any adjustment, including the actual cost incurred by the Bidder in performing the contract or any market price change.

Liquidated Damages

28. If the Bidder fails to supply specified goods/services within the lead time to be stipulated in the contract or in the Purchase Order, for any reason other than the UNU act or omission, the UNU shall deduct as a liquidated damages, a sum equivalent to 0.5% of the total contract/Purchase Order value for each business day of delay until actual delivery, up to a maximum deduction of 10% of the total contract/Purchase Order value; all without prejudices to any other remedies available to the UNU. A maximum grace period of 7 (seven) business days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately following the required delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UNU will sustain, without having required proving the actual damage.

Miscellaneous

29. Bidders may find the UN Procurement Manual and UN Financial Regulations and Rules, which are applied to this ITB, at <http://www.un.org/depts/ptd/pdf/pmrev6.pdf>.
30. Vendor Registration and update of information. Bidders must register with the United Nations or start the registration process in the United Nations Global Market (UNGM) located at <http://www.ungm.org>, before the Closing Time. The Bidder must be fully registered in order to be considered for a contract award. Bidders who have already registered in the UNGM shall keep the information updated at <http://www.ungm.org>.
31. Code of Conduct. By submitting a Bid, the Bidder confirms that it has accessed, read, understood and agrees to comply with the UN Supplier Code of Conduct, which, amongst others, prohibits collusive bidding, anti-competitive conduct, improper assistance and corrupt practices. Bidders should refer to the UN Supplier Code of Conduct at http://www.un.org/depts/ptd/pdf/conduct_english.pdf.
32. The procurement of goods and/or services by the UNU shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations' principal organs.

Confidentiality

33. Unless otherwise indicated by the UNU, the UNU will consider and treat the Bids received as confidential and commercially proprietary.
34. 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 UN; except that the Bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Bids from them. The Bidder shall remain responsible towards the UNU for any act or omission of such prospective sub-contractor, including breach of confidentiality obligation.
35. The confidentiality obligations hereof shall survive the expiration of this ITB, and shall be binding to all the Bidders who received the ITB, regardless of whether or not they submit a Bid and/or are awarded a resulting contract.