

Invitation to Bid (ITB)
ITB-2011-28
For
Cisco WiFi Equipment

UNAIDS/ODD/ITS/NIS

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1. INTRODUCTION

UNAIDS, the Joint United Nations Programme on HIV/AIDS, is an innovative joint venture of the United Nations system, bringing together the efforts and resources of ten UN system organizations in the AIDS response to help the world prevent new HIV infections, care for people living with HIV, and mitigate the impact of the epidemic. These organizations, called “UNAIDS Cosponsors” are UNHCR, UNICEF, WFP, UNDP, UNFPA, UNODC, ILO, UNESCO, WHO and the World Bank.

For further information on UNAIDS, please refer to the UNAIDS web site at www.unaids.org.

2. ITB DETAILS

UNAIDS have standardized in CISCO solutions for its Local and Wide Area networking infrastructure. Adapting CISCO WiFi equipment will meet UNAIDS networking requirements, leverage in-house knowledge and the ability to collaborate, integrate and inter-operate with the existing network infrastructure minimizing the risk of future incompatibilities.

The purpose of this ITB is to procure Cisco WiFi Networking Equipment for delivery to Geneva, Switzerland from **authorized Cisco resellers in Europe**.

This specification is been issued so that UNAIDS may obtain financial offers for a system to meet the stated objectives.

3. RESPONSE FROM BIDDER

3.1 Bidding process

Please acknowledge receipt of this ITB by returning the Acknowledgement Form as far in advance of the bid closing date as possible, to email address: bids@unaids.org , indicating whether or not you intend to submit a bid. If you are declining to bid, please state the reasons on the form in order for UNAIDS to improve its effectiveness in future invitations.

The Proposal must be sent by e-mail and in English to the following address:

TechnicalBids@unaids.org

Proposals must be received no **later than 20-June-2011 at 17:00 hours**.

Late submissions will not be accepted.

The Proposal prepared by the bidder, and all correspondence and documents relating to the Proposal exchanged by the bidder and UNAIDS shall be written in the English language.

The bidder shall bear all costs associated with the preparation and submission of the Proposal including but not limited to the possible cost of discussing the proposal with UNAIDS, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected. The bidder is expected to examine all instructions, forms, terms and specifications contained in this ITB. Failure to comply with these instructions, forms, terms and specifications, will be at the bidder's risk and may affect the evaluation of the Proposal.

No Proposal may be modified after the closing date for submission of Proposals, unless UNAIDS has issued an amendment to the ITB allowing such modifications.

UNAIDS may, at its discretion, extend the deadline for the submission of proposals or revise the terms of reference, by issuing a modification to this solicitation.

UNAIDS may award one or more contracts resulting from this ITB to the responsible bidders(s) whose proposal(s) conforming to this ITB offers the greatest value in terms of the selection criteria. UNAIDS may (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept an alternate proposal, and/or (e) waive informalities and minor irregularities in proposals received.

UNAIDS may award one or more contracts on the basis of initial proposals received, without discussions or negotiations. Therefore, each initial proposal should contain the bidder's best terms from a cost and technical standpoint.

Bidders are requested to hold their proposal valid for 90 days from the deadline for submission. UNAIDS will make its best effort to select a firm/institution within this period. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its Proposal

This document and any annexes shall not be construed as a contract or a commitment of any kind. This request for quote in no way obligates UNAIDS to award a contract, nor does it commit UNAIDS to pay any cost incurred in the preparation of the proposal.

A prospective bidder requiring any clarification on technical or contractual matters may notify UNAIDS via email at the following address no later than 1 week before closing of deadline.

- Email for submissions of all queries: Bids@unaids.org

UNAIDS will respond in writing to any request for clarification of the ITB that it receives prior to the 15-June-2011 through a consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) which will be posted in UNAIDS website and will be sent to all prospective bidders who have received the ITB

UNAIDS may - at its sole discretion - invite selected bidders to make a presentation to or discuss aspects of their proposal with UNAIDS. There shall be no individual presentation by or meeting with bidders until after the closing date. There should be no contact with UNAIDS officials concerning the ITB process for the project, from the date of issue of this ITB to the final selection, (other than through the above-mentioned submission of queries and/or through a possible presentation or meeting called for by UNAIDS).

UNAIDS may, at any time before or after the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the ITB by written amendment. Amendments could inter alia include modification of project scope or requirements, or project timeline expectations.

All prospective bidders that have received the ITB and those that announce their intention to bid will be notified in writing of all amendments to the ITB and will, where applicable, be invited to amend their proposal accordingly.

3.2 Selection criteria

UNAIDS attaches particular importance to the following criteria¹:

- Compliance with requirements relating to Table 1 in ITB Proposal Submission Form specifications. All required specifications need to be compliant
- Demonstrated ability to comply with critical provisions such as execution of the contract by honouring the tax-free status of the UN.
- Pricing conditions

UNAIDS will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order

Please note that UNAIDS may use information other than that provided by the bidder in its evaluation, including, but not limited to, experience gained in other UN organizations. UNAIDS is not obliged to disclose such information to bidders.

Please note that UNAIDS is not bound to select any of the firms / institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS's general principles, including economy and efficiency. UNAIDS does not bind itself in any way to select the firm / institution offering the lowest price. Also see sections below.

UNAIDS reserves the right to

- Award the Contract to a Vendor of its choice, even if its bid is not the lowest
- Award separate Contracts for parts of the work, components or items, to one or more Vendors of its choice, even if their bids are not the lowest
- Accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS's action.
- Award the Contract on the basis of the Organization's particular objectives
- Not award any Contract at all

UNAIDS also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the Proposal(s), the price quoted in such Proposal(s) and/or the deletion of certain parts of the work, components or items called for under this ITB.

UNAIDS has the right to eliminate bids for technical or other reasons throughout the evaluation process. There is no obligation by UNAIDS to reveal, or discuss with any Vendor, how a Proposal was assessed, or to provide any other information relative to the evaluation process or to state the reasons for elimination to the bidder.

UNAIDS reserves the right at the time of award of contract to modify the scope of services and goods specified in the ITB without any change in base

NOTE: UNAIDS is **acting in good faith** by issuing this ITB. However, this document does not obligate UNAIDS to contract for the supply of any products or services.

3.3 Content of the proposal

The contents of the bidder's Proposal should include, but not necessarily be limited to, the following information listed below:

- a) Proposal Submission form signed
- b) Table 1 in ITB_ProposalSubmissionForm- Price Schedule fully completed and signed by an authorized signature.
- c) Documentary evidence that the Bidder is authorized resellers of Cisco Systems and is qualified to provide the product if its Bid is accepted.
- d) Technical specifications, such software versions, detail characteristics, manufacturer, model and firmware code version.

Information which the bidder considers confidential, if any, should be clearly marked confidential.

In order to facilitate the response analysis and evaluation tasks, the financial offer must be made on the format provided in Table 1 ITB_ProposalSubmissionForm.

Please note the following with regards to your offer:

- o UNAIDS will contract for a **fixed price only**.
- o UNAIDS is exempt from paying VAT.
- o The quote must cover all aspects of the costs, such as delivery to UNAIDS office located in 20 Avenue Appia, 1211 Geneva 27, Switzerland, equipment insurance, utilization of any tools, auxiliary materials, etc.

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its Proposal to assist in the examination, evaluation and comparison of Proposals. The request for clarification and the response shall be in writing. The response shall be construed as an integral part of the original proposal.

4. UNAIDS TERMS AND CONDITIONS

The following general conditions shall apply to any eventual contract. No other deemed conditions shall apply.

GENERAL CONDITIONS

I. TAX EXEMPTION

The price shall reflect any tax exemption to which UNAIDS is entitled by reason of the immunity it enjoys.

II. INSPECTION

UNAIDS reserves the right to inspect the supplies called for under this contract at any time and the firm will afford every facility for such inspection.

III. PACKING

The firm will pack the goods with the best materials and with every care in accordance with the normal commercial standards of export packing for this type of merchandise. Such packing materials used must be adequate to safeguard the goods while in transit. The firm will be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

IV. EXPORT LICENCE

The contract is subject to the obtaining of any export licence or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such licence or authorization, but UNAIDS will do everything in its power to assist. In the event of refusal thereof, the contract will be annulled and all claims between the parties automatically waived. For export licence application and Exchange Control purposes, the source of funds or type of account from which payment for this order will be made is named overleaf.

V. FORCE MAJEURE

Neither party to the contract shall be held responsible for delay in the fulfillment thereof due to force majeure, strikes, lock-out, war, civil unrest, or other factors outside its control.

VI. DEFAULT

In the case of default of the contractor, including but not limited to failure or refusal to make deliveries within the time specified, UNAIDS may by written notice terminate the right of the contractor to proceed with deliveries of such part or parts thereof as to which there has been default.

VII. ARBITRATION CLAUSE

Any claim or dispute arising out of the present contract, or breach of the said contract, and which cannot be settled amicably, shall be settled by arbitration, the methods of such arbitration to be agreed between the parties.

The parties recognize that they are to be definitely bound by such arbitral decision putting an end to any claim or dispute

VIII. EXECUTION OF THE CONTRACT IN CASE OF DISPUTE

The supplier shall in no case invoke a dispute or arbitration proceedings as a pretext for suspending or failing in any way whatsoever to fulfill his obligations.

CONDITIONS GÉNÉRALES

I. EXONÉRATION DE TAXES

Le prix doit comporter toutes les exonérations de taxes auxquelles l'ONUSIDA a droit du fait des immunités dont il bénéficie.

II. CONTRÔLE

L'ONUSIDA se réserve le droit de contrôler, en tout temps, les fournitures commandées en vertu du présent contrat et le fournisseur lui accorde toutes facilités pour ce contrôle.

III. EMBALLAGE

Le fournisseur emballe les marchandises dans des emballages de la meilleure qualité et apporte tous soins à cette opération, en se conformant aux règles commerciales normalement appliquées pour l'emballage des marchandises à exporter. L'emballage utilisé doit pouvoir préserver les marchandises pendant la durée de leur transport. Le fournisseur est responsable de tout dommage ou perte imputables à un défaut d'emballage ou à un emballage insuffisant.

IV. LICENCE D'EXPORTATION

La validité du contrat dépend de l'obtention de toute licence d'exportation ou de toute autre autorisation gouvernementale requise. Il appartient au fournisseur d'obtenir ladite licence ou autorisation, mais l'ONUSIDA prête tout son concours à cet effet. En cas de refus de licence ou d'autorisation, le contrat est annulé et les parties renoncent automatiquement à toute réclamation. Pour permettre l'obtention d'une licence d'exportation et les démarches auprès du contrôle des changes, l'origine des fonds ou les modalités de règlement qui seront utilisés pour le paiement de cette commande sont indiqués au recto.

V. CAS DE FORCE MAJEURE

Aucune partie du contrat n'est responsable d'un retard apporté à son exécution par force majeure: grève, lock-out, guerre étrangère ou civile ou par tout autre événement qui échappe à son contrôle.

VI. DÉFAUT

En cas de défaut d'un fournisseur pouvant comprendre une non-livraison ou un refus de livraison des marchandises dans le délai prescrit – l'ONUSIDA peut, par notification écrite, annuler la totalité de la commande ou de cette partie de la commande en défaut.

VII. CLAUSE D'ARBITRAGE

Toute réclamation ou litige auquel peut donner lieu le présent contrat ou sa rupture et qui ne peut être résolu à l'amiable est réglé par un arbitrage, dont les modalités seront convenues entre les parties. Les parties reconnaissent qu'elles sont définitivement liées par la sentence arbitrale mettant fin à toute réclamation ou litige.

VIII. EXÉCUTION DU CONTRAT EN CAS DE LITIGE

Le fournisseur ne peut en aucun cas prendre prétexte d'un litige ou d'une procédure d'arbitrage pour suspendre ou déroger en quoi que ce soit à ses engagements.



UNAIDS
JOINT UNITED NATIONS PROGRAMME ON HIV/AIDS

UNHCR
UNICEF
WFP
UNDP
UNFPA
UNODC
ILO
UNESCO
WHO
WORLD BANK

The vendor shall not advertise the fact that such vendor is a supplier to UNAIDS. Also, the vendor shall in no other manner whatsoever use the name, emblem, or official seal of UNAIDS or any abbreviation of the name of UNAIDS in connection with his business or otherwise.

Le fournisseur ne doit pas invoquer sa qualité de fournisseur de l'ONUSIDA pour faire de la publicité. Le fournisseur ne doit, en aucun cas, faire usage, dans son entreprise ou ailleurs, du nom, de l'emblème ou du sceau officiel de l'ONUSIDA ou de l'abréviation de cette dénomination.