

Invitation To Bid

For

WAN Acceleration

UNAIDS/DRM/IMT/FIT

Invitation to Bid

Date:

Dear Sir/Madam,

Subject: Procurement of WAN acceleration devices

1. We hereby solicit your bid for the supply of WAN acceleration devices and related services in Geneva.
2. To enable you to submit a bid, please find enclosed:

Annex I. Instructions to Bidders
Annex II. Bid Data Sheet
Annex III. General Terms and Conditions
Annex IV. Technical Specifications
Annex V. Bid Submission Form
Annex VI. Price Schedule

3. Interested Bidders may obtain further information at the following address:

Contact Person: John Kromodimedjo
Name of Office: UNAIDS, Field IT Services
V-Building, Room V14
Phone: +41 22 791 4707 Fax: +41 22 791 4784
E-Mail: kromodimedjoj@unaids.org

4. Bids must be sealed in one envelope and delivered to the above office on or before 17:00 (Geneva time) on 25 September 2009. Late bids shall be rejected.
5. This letter is not to be construed in any way as an offer to contract with your firm.

Sincerely,

Attention Name of Company
Street Address
City
Country

Annex I

INSTRUCTIONS TO BIDDERS

Instructions to Bidders

Bidders should follow the instructions set forth below in the submission of their proposed to UNAIDS.

Language of the proposal and other documents

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.

Cost of proposal

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.

Contents of the proposal

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.

Communications during the ITB period

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: kromodimedjoj@unaids.org

UNAIDS will respond in writing (via email only) to any request for clarification of the ITB that it receives prior to the closing date of the proposal. A consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) 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).

Sealing and marking of proposals

Four (4) copies of the complete bid must be sent by registered mail, via courier or hand delivered, in a sealed envelope or parcel to the following address:

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UNAIDS
Director, Budget, Finance and Accountability
20, Avenue Appia
CH-1211 Geneva 27
Switzerland
Bid Ref: Procurement of WAN Acceleration

NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, UNAIDS may -at its discretion- reject the proposal. In addition, the bidder will be solely responsible for the possible misplacement or premature opening of the Proposal.

If the envelopes are hand delivered, it shall be the bidder's responsibility to ensure that they are dated and signed for receipt by a duly authorized representative of UNAIDS upon their delivery.

Period of validity of proposals

The offer outlined in the Proposal must be valid for a minimum period of **120 calendar days** after the closing date or extended closing date. A proposal valid for a shorter period may be rejected by UNAIDS. 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.

Closing date for submission of proposals

Proposals must be received at UNAIDS at the address specified in section above **no later than 25 September 2009 at 17:00 hours** Geneva time.

UNAIDS may at any time up to the closing date, in its sole discretion, decide to extend this closing date by notifying all invited bidders thereof in writing..

Any Proposal received by UNAIDS after the closing date for submission of Proposals may be rejected.

Modification and withdrawal of proposals

The bidder may withdraw its Proposal at any time after the Proposal's submission but before the closing date, provided that written notice of the withdrawal is received by UNAIDS before the closing date.

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 (see section Amendments of the ITB).

Amendments of the ITB

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 will be notified in writing of all amendments to the ITB and will, where applicable, be invited to amend their proposal accordingly.

Proposal structure

The contents of the bidder's Proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information listed below:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance Instructions to Bidders;
- (c) documentary evidence that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted, The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:
 - i. Copy of commercial registration with regulatory authorities;
 - ii. Supporting documents that bidder has the necessary capability to perform the contract.
- (d) documentary evidence that the services to be supplied by the Bidder are eligible services and conform to the Bidding Documents. The documentary evidence of conformity to the Bidding Documents may be in the form of brochure, facility floor plans, and data, and shall consist of:
 - i. A detailed description of the essential characteristics of the services;
 - ii. A list giving full particulars, including available resources and current prices of services.
- (e) Technical specifications, such manufacturer, model and firmware code version.

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

Acceptance Form

The bidder's proposal must be accompanied by a transmittal letter (see attached form provided) which is signed by a duly authorized representative of the bidder and states:

- That the bidder accepts the terms of the ITB
- The total cost of the proposal (in **CHF Swiss Francs**). Any proposal in any other currency will be converted to CHF using UN exchange rate at the time of the closing date for comparison purposes.
- The number of days the proposal is valid (from the date of the form).

Clarification of Proposals

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.

Preliminary Examination of Proposals

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 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.

Evaluation of Proposals

Proposals will be evaluated on the basis of the technical requirements and the price.

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.

Bidders will be evaluated against the following key criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to service requirements.
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.

1.5	Demonstrated ability to comply with critical provisions such as execution of the contract by honoring the tax-free status of the UN.
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Clarifications and Bidders' Presentations

At the discretion of UNAIDS, selected bidders may during the evaluation period be invited to supply additional information or clarifications on the contents of their proposal. In addition, UNAIDS may, after the preliminary evaluation of proposals, invite selected bidders to give a presentation of their proposal (possibly with an emphasis on a topic of UNAIDS's choice) followed by a question and answer session. The presentation will be held at UNAIDS headquarters in Geneva.

UNAIDS's rights: Proposal Process and Award Of Contract

In addition to any other rights mentioned elsewhere in this document, UNAIDS shall have the following rights.

Award Criteria, Award Of Contract

UNAIDS reserves the right to

- a) Award the Contract to a Vendor of its choice, even if its bid is not the lowest
- b) 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
- c) 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.
- d) Award the Contract on the basis of the Organization's particular objectives
- e) 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.

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.

UNAIDS' Right to Modify Scope or Requirements During The Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the ITB. At any step in the evaluation process, UNAIDS reserves the right to issue an amendment to the ITB detailing the change to only those bidders who have not been officially eliminated at that point in time. Official elimination is notified to the concerned bidder by a direct communication to that effect from UNAIDS.

UNAIDS' Right to extend the ITB to other prospective bidders

UNAIDS may, at any time up to the closing date, in its own discretion, decide to extend the ITB to other prospective bidders that were not included in the original invite list, if this is necessary and in the interest of the Organization.

UNAIDS' Right to Modify Scope or Requirements At Time Of Award

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 price of services (e.g. day rate for resources) or other terms and conditions.

Signing of the Contract

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

General Terms and Conditions

1. General and Contractual Conditions

The general terms and conditions of the contractual agreement ("the Contract") between UNAIDS and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and UNAIDS;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

2. Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

3. Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to UNAIDS in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNAIDS and shall fulfil its commitments with the fullest regard to the interests of UNAIDS.

4. Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, immediately after their notification to the Contractor. It is agreed, however, that errors and other

defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.

- 2) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 3) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

5. Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between UNAIDS on the one side and the Contractor or any person used by the Contractor on the other side.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of UNAIDS in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

6. Relation between the Parties

The Contract does not constitute a partnership between the Parties or to constitute either Party as the agent of the other.

7. Waiver of Breach

The waiver by an act, omission or knowledge of either Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

8. Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

9. Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNAIDS .

10. Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

11. Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNAIDS, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. (These obligations shall not lapse upon termination of the contract)

12. Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract,

reliable individuals UNAIDS will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

13. Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

14. Place of Performance

Geneva/Geneva Region

15. Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

16. Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the

Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract)

17. Confidential Nature of Documents and Information

The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

18. Title Rights

Not Applicable.

19. Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) At will with the provision of thirty (30) days prior notice in writing;
- 2) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 3) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.
- 4) In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing, with immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS ; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

20. Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by strike, lock-out, foreign or civil war, or any other event outside his control, it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event

of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 0 Title rights, deliver to UNAIDS all work products and other materials so far produced.

- a) Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- b) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNAIDS, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- c) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNAIDS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 19. Cancellation, except that the period of notice shall be seven (7) days instead of thirty (30) days.

21. Use of UNAIDS name and emblem

Without UNAIDS's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with UNAIDS. In no case shall the Contractor use the name or the emblem of the World Health Organization, or any abbreviation thereof, in relation to its business or otherwise.

22. Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

23. Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to UNAIDS's acceptance of each such deliverable. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

24. Title to Equipment

Title to any equipment and supplies that may be furnished by UNAIDS shall rest with UNAIDS and any such equipment shall be returned to UNAIDS at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNAIDS, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNAIDS for equipment determined to be damaged or degraded beyond normal wear and tear.



UNAIDS
JOINT UNITED NATIONS PROGRAMME ON HIV/AIDS

UNHCR
UNICEF
WFP
UNDP
UNFPA
UNODC
ILO
UNESCO
WHO
WORLD BANK

25. Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS ;
- c) Provide that UNAIDS shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

The Contractor shall, upon request, provide UNAIDS with satisfactory evidence of the insurance required under this Article.

26. Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absences of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

27. Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

28. Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be



valid and enforceable against UNAIDS unless provided by an amendment to this Contract signed by the authorized official of UNAIDS .

29. Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNAIDS through WHO in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

30. Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of UNAIDS .

UNAIDS may refuse access to or require replacement of any employee, subcontractor or agent of the Contractor if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice. The replacement will be comparable in skills required and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

31. Project Managers

Each party shall appoint a qualified manager ("Project Manager") UNAIDS shall serve as such party's primary liaison throughout the course of the project including the Services. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet as required in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed information in the form requested by UNAIDS, which will be used to provide the Contractor's billing information to UNAIDS and shall cover problems, and status against the implementation timetable.

32. Foreign Nationals

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in Switzerland and other countries required by the nature of the assignment. UNAIDS reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

33. Compliance with UNAIDS's Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its employees and agents comply with any applicable laws and regulations and any UNAIDS policies and all UNAIDS reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to UNAIDS in law or equity or under this Agreement.

34. Ethical Behaviour

UNAIDS, the Contractor and each its employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

35. Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage Third Parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the



project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any UNAIDS in-house resources.

TECHNICAL SPECIFICATIONS for the procurement of WAN Acceleration devices

1. Introduction to UNAIDS

1.1 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.

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

2. Scope of Services

The purpose of this ITB is:

- to procure WAN acceleration devices;
- install and configure the WAN devices in HQ Geneva
- configure one WAN device for a remote site

The WAN acceleration devices is to cover **one (1) main site in HQ Geneva** with one “cold spare” and **10 remote sites** with two (2) “cold spares”

This specification is been issued so that UNAIDS may obtain financial offers for the hardware and software to meet the stated objectives.



Table 1: UNAIDS hardware and software requirements

No	Required Items (may disqualify if not available) Please indicate availability	Yes	No
	Data Center Hardware		
1	45 Mbps WAN capacity		
2	2500 Optimized TCP Connections		
3	1 TB Hard disk capacity		
4	400 GB Data storage		
5	6 GB RAM Memory		
6	RAID support		
7	1 PCI-Slot		
8	4 Onboard by-pass copper ports		
9	1-U Rack mountable		
10	Ability to install and configure devices		
11	Ability to manage devices centrally		
	Remote Sites Hardware/Software		
12	2 Mbps WAN capacity		
13	300 Optimized TCP Connections		
14	160 GB Hard disk capacity		
15	80 GB Data storage		
16	2 GB RAM Memory		
17	Ability to run VMware services		
18	2 Onboard by-pass copper ports		
19	1-U Rack mountable		
20	Ability to install and configure one device for lab testing		

Annex V.

BID/PROPOSAL SUBMISSION FORM

To: The procuring entity

Dear Sir / Madam,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [description of services] in conformity with the said bidding documents for the sum of [total bid amount in words and figures] as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of [number] days from the date fixed for opening of Bids in the Invitation to Bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Bid you may receive.

Dated thisday of[year].

.....
Signature

.....
[in the capacity of]

Duly authorized to sign the Bid for and on behalf of
...

Annex VI.

PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item unit.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per Technical Specifications of this ITB.
3. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.
4. The format shown on the following pages should be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.
5. In addition to the hard copy, if possible please provide also the information on CD-room (MS Office compatible) and send an electronic proposal to TechnicalBids@unaid.org.

No	Item	Unit costs	Quantity	Total cost
	Data Center Hardware/Software*)			
1	WAN Acceleration device (main)		2	
2	WAN Acceleration device (cold spare)		1	
	Global Management device (to manage up to 25 devices)		1	
3	One Year Maintenance			
4	Installation and Configuration			
	Remote Sites*)			
5	WAN Acceleration device (main)		10	
6	WAN Acceleration device (cold spare)		2	
7	VMware Licenses		10	
8	One Year Maintenance			

*) As specified in Table 1 in the ITB document

- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Signature of Bidder