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Vice Rectorate in Europe

جامعة الأمم المتحدة • 联合国大学 • L'Université des Nations Unies •
Университет Организации Объединенных Наций La •
Universidad de las Naciones Unidas

PROCUREMENT SERVICE

June-3-2012

REQUEST FOR QUOTATION

RFQ-UNU-FLORES-ICT-2012-15

Subject: Procurement of Various Hardware
Ref: RFQ-UNU-FLORES-ICT-2012-15

1. The United Nations University – Vice Rectorate in Europe hereby solicits your quotation for the above subject, in accordance with this document and the annexes attached. The purpose of this RFQ is the submission of Quotations for the Procurement of Various Hardware for the United Nations University – Vice Rectorate in Europe (UNU-ViE). Quotations are required to be submitted to the United Nations University - Vice Rectorate in Europe no later than **June 14th, 2012 at 14:00 CET**. Bid received after the closing date and time will be rejected.

2. This Request for Quotation (RFQ) consists of this document and the following annexes:

Annex I	Statement of Compliance with the Terms and Conditions
Annex II	Specifications and Quotation Submission Form
Annex III	United Nations General Conditions of Contract

3. Your quotation must be valid for at least 120 days. Your quotation will be reviewed by the United Nations in accordance with its Financial Regulations and Rules, as well as the terms and conditions contained herein. Your Quotation comprising of financial Quotation and required documents should reach the following address no later than the above-mentioned deadline.

United Nations University (UNU-ViE)
Procurement Service
Attention: Bid Opening Team, Registry, Ext. 0266
Hermann-Ehlers-Str.10
53113, Bonn Germany

Please note that Extension 0266 should not be used for queries concerning this RFQ. This number is only for facilitating receipt of bids delivered by hand or by courier.

a. Delivery through Courier Service or by hand

Delivery through courier service or by hand shall follow the aforementioned address before deadline.

b. Delivery through Secured E-mail

Your bid may be submitted by e-mail to the following secured e-mail address: bids@bonn.unu.edu. Any offers/bids sent to any other email address will be disqualified. Delivery of Bid Form by facsimile is NOT acceptable.



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4. It is the responsibility of the Proposers to ensure that the sealed envelope containing the Quotations reaches the above address before the closing date and time indicated above. Delivery to any other United Nations office location will be at the risk of the Proposer/Bidder and will not constitute timely delivery. Quotations received after the above-mentioned closing time or deadline will be invalidated. 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.
5. If you request further information, the UNU-Bonn would endeavor to provide information expeditiously, however, any delay in providing such information will not be considered a reason for extension of the submission deadline of the Quotation. All queries have to be submitted to procurement@vie.unu.edu no later than April 11th, 2012 and clarification and amendments of the solicitation will be communicated to all bidders in writing.
6. The Offeror shall bear all costs associated with the preparation and submission of the Quotation, UNU-ViE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.
7. The Quotations can be submitted in English only. Any other printed material furnished by the Offeror may be proposed in another language as long as accompanied with an English translation.

Evaluation Criteria and Contract Award

8. All Quotations will be evaluated, and the Quotation which meets the minimum technical requirements and offers the lowest price will be selected.
9. The UN reserves the right, at its sole discretion, to:
 - a. Award Separate or multiple Contracts for same or different elements covered by this RFQ in any combination it may deem appropriate, or only a portion of the requirements. If a Quotation is submitted on an “all or none” basis, it should be clearly stated as such
 - b. Reject any or all quotations received in response to this RFQ and negotiate with any of the Bidders in any manner deemed to be in the best interest of the UN
 - c. Add new considerations, information or requirements at any stage of the process
10. In exceptional situations, the UN may cancel this RFQ through written notification to all Bidders.

Notification of Award

11. The selected Bidder(s) will be notified in writing that the UN considers an award of the Contract. No legal obligation exists until the issuance of a Contract or Purchase Order (PO) by the UN.
12. Unsuccessful Bidders will be notified in writing or the winner of the RFQ will be published under the UNU Central Procurement Portal at <http://www.vie.unu.edu/unuinbonn/article/read/procurement/contract-awards> .The UN has the right to retain unsuccessful Quotations.



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13. This RFQ is subject to the UN General Conditions of Contract (UNGCC), and shall become an integral part of any Contract or PO resulting from this RFQ. You may find the UNGCC at http://www.un.org/Depts/ptd/pdf/general_conditoin_goods_Services.pdf. By submitting a Quotation, the Bidder confirms that it has accessed, read, understood, agreed and accepted the UNGCC, or see Annex III.

Commercial Instructions

Bidders shall provide all the required information as detailed in Annex II, in accordance to the following terms:

14. Payment Terms. The standard UN terms of payment are net 30 days following satisfactory delivery of goods, performance of services and the submission of an invoice, whichever is later. The provisions of Incoterms 2000 shall apply to any delivery terms specified in this RFQ. By signing the Statement of Compliance with the Terms and Conditions, the UNU-ViE considers that you have agreed with our payment terms as well as other terms and conditions.

15. The UN policy is to preclude advance payments or payments by Letters of Credit. Such provisions in a quotation will be prejudicial to its evaluation by the UN.

16. Currency. Prices may be quoted in a currency other than EURO. However, for the purposes of comparison of all Quotations, the UN will convert the currency quoted in the Quotations to EURO or US Dollar in accordance with the prevailing UN Operational Rate of Exchange at the Closing Time.

17. Unless otherwise agreed by the parties, the PO, Bidder's invoices and the UN payments will be made in the currency as originally quoted by the Bidder in their Quotation.

18. Price. The offered price should be all inclusive. If the excludes certain fees and/or charges, the Bidder must provide a detailed list of excluded fees, with a complete explanation of the nature of those fees. Unless otherwise provided in this RFQ, the Contract of the PO 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 changes.

Liquidated Damages

19. If the Bidder fails to supply specified goods/services within the lead time to be stipulated in the Contract or in the PO, for any reason other than the UN act or omission, the UN shall deduct as a liquidated damages, a sum equivalent to 10% of the total Contract/PO value for each calendar day of delay until actual delivery, up to a maximum deduction of 40% of the total Contract/PO value; all without prejudices to any other remedies available to the UN. A maximum grace period of 7 (seven) calendar days may be permitted. However, if the delivery is not completed within the grace-period, liquidated damages will apply from the day immediately



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following the required delivery date. Said amount is agreed to be a reasonable estimation of the damages which the UN will sustain, without having required proving the actual damage.

Miscellaneous

20. This RFQ does not commit the UN to award a Contract or to issue a PO. Any Quotation submitted will be regarded as a proposal by the Bidder and not as an acceptance by the Bidder of any proposal by the UN.
21. Bidders may find the UN Procurement Manual and the UN Financial Rules and Regulations, which are applied to this RFQ, at <http://www.un.org/depts/ptd/pdf/pmrev.pdf>.
22. Code of Conduct. By submitting a Quotation, the Bidder confirms that he/she 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.
23. The procurement of goods and/or services by the United Nations shall be in compliance with Security Council resolutions, and the rules, regulations and policies promulgated by the United Nations' principal organs.
24. We look forward to your Quotation and thank you in advance for your interest in UNU-ViE procurement opportunities.

Benjamin Zhu
Manager, Procurement and Operations
United Nations University - Vice Rectorate in Europe

Ensc.



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BACKGROUND INFORMATION

The United Nations University

The United Nations University (UNU) is the academic arm of the United Nations. It bridges the academic world and the United Nations system. Its goal is to develop sustainable solutions for current and future problems of humankind in all aspects of life. Through a problem-oriented and interdisciplinary approach it aims at teaching, applied research and education on a global scale. UNU was founded in 1973 as an autonomous organ of the United Nations General Assembly. The University comprises headquarters in Tokyo, Japan, and more than a dozen Institutes and Programmes worldwide.

www.unu.edu www.vie.unu.edu

In Germany (Bonn), UNU is represented by the Vice Rectorate in Europe, which is part of the Headquarters, and the Institute for Environment and Human Security (UNU-EHS). The Vice Rectorate hosts the Secretariat of the International Human Dimensions Programme on Global Environmental Change (UNU-IHDP), the UN-Water Decade Programme on Capacity Development (UNW-DPC) and the United Nations University Institute for Sustainability and Peace, Operating Unit SCYCLE (UNU-ISP SCYCLE).



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The United Nations University – Vice Rectorate in Europe (UNU-ViE)

UNU-ViE is the first Vice Rectorate of the United Nations University (UNU) outside the headquarters in Tokyo, Japan. Established in May 2007 in Bonn, it strengthens the presence of UNU in Europe. UNU-ViE concentrates on questions related to »Science and Technology to Ensure Human Security. ViE serves by networking in capacity development, knowledge transfer and strengthens the institutional development of UNU and its partners. UNU-ViE supports the development of research and science based policy programmes and explores innovative pathways to advance capacity development with a special focus on e-learning and knowledge management in the higher education context in developing countries.



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ANNEX I STATEMENT OF COMPLIANCE WITH THE TERMS AND CONDITIONS

Subject: REQUEST FOR QUOTATION– Procurement of Various Hardware

Reference: RFQ-UNU-FLORES-ICT-2012-15

Dear Sir/Madam,

Having examined the Solicitation Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide quotation in reference to the RFQ – Procurement of Various Hardware for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Quotation.

We undertake, if our Quotation is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Quotation for a period of 120 days from the date fixed for deadline for submission of Quotations in the Request for Quotation, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We confirm that we have accepted the United Nations General Conditions for Contract in Annex III.

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

Dated this day/month of year

Signature

(In the capacity of)



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ANNEX II SPECIFICATION AND QUOTATION SUBMISSION FORM

Notes: equipment should be deliverable to both Bonn and Dresden

In order to meet expanding capacity requirements, UNU-ViE requests quotations for the following devices and support options, which will be located at

UNU Office in Dresden World Trade Center
Ammonstraße 7201067 Dresden

so that they may be integrated and communicate with the currently implemented homogenous infrastructure .
Therefore we are considering the below hardware and software solution to be used.

General

The offered Server (option1) has to have the following specification and needs to be certified for the virtualisation platform VMware

Technical Specification

Server Option (1)

(670853-S01 HP ProLiant DL380p Gen8 Server)

Feature	Specification
CPU	2 Socket with 2 Eight core Processors (2.2GHz, L3 Cache 20MB, DDR3 1600, Hyper-Threading, 95W) Supports Virtualisation Technology
RAM	32 GB RAM 1600MHz with 8 GB DIMMs Scalable up to minimum 192GB RAM
Network Interfaces	4 x Gigabit Ethernet Ports on board
HDDs	4 x 600GB SAS 10k 2.5 inch SFF drives Slots for minimum 8 SFF hard drives
Optical drive	DVD-ROM
RAID Controller	2GB FBWC with battery (RAID 5 support)
Remote Management	1Gb Dedicated Remote Management/Lights out Management included
PCIe Slots	3 PCIe Slots (1xX16 PCIe 3.0 FLFH, 1xX8 PCIe 3.0 HLFH, 1xX4 PCIe 2.0 HLFH) + option to add 3 more PCIe 3.0 slots
Interfaces	1 Serial



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	2 Video ports (1 front, 1 back) Minimum 7 USB 2.0 Ports (2 front, 4 back, 1 internal)
Power Supply	Two 750W Hot Plug Redundant Power Supplies All standard power cables included
19" Rack Integration	19" Rack kit included 2U form factor
Support	8x5 NBD – Hardware exchange, onsite support 12 Month 24 Month 36 Months

Server Option (2)
(650253-S01 - HP ProLiant DL360 G7 Server)

Feature	Specification
CPU	1 four core Processor (2.4 GHz, L3 Cache 12MB, DDR3 1066MHz, Hyper-Threading, 80W)
RAM	4 GB RAM 1066MHz (1x4GB 2Rank Memory)
Network Interfaces	4 x Gigabit Ethernet Ports
HDDs	2 x SAS hard drives (minimum 72GB each; minimum 10k) 2.5 inch SFF drives slots for minimum 4 SFF hard drives
Optical drive	DVD-ROM
RAID Controller	RAID 0, 1 and 1+0 controller
Remote Management	Remote Management/Lights out Management included
PCIe Slots	2 PCIe Slots (1xX16, 1xX8)
Interfaces	1 Serial 1 Video port Minimum 4 USB 2.0 Ports (1 front, 2 back, 1 internal)
Power Supply	Two 460W Hot Plug Redundant Power Supplies All standard power cables included
19" Rack Integration	19" Rack kit included 1U form factor
Support	8x5 NBD – Hardware exchange, onsite support 12 Month 24 Month 36 Months



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Server Option (3)
(650253-S01 - HP ProLiant DL360 G7 Server)

Feature	Specification
CPU	1 four core Processor (2.4 GHz, L3 Cache 12MB, DDR3 1066MHz, Hyper-Threading, 80W)
RAM	4 GB RAM 1066MHz (1x4GB 2Rank Memory)
Network Interfaces	4 x Gigabit Ethernet Ports
HDDs	2 x SAS SSD hard drives (minimum 72GB each) 2.5 inch SFF drives slots for minimum 4 SFF hard drives
Optical drive	DVD-ROM
RAID Controller	RAID 0, 1 and 1+0 controller
Remote Management	Remote Management/Lights out Management included
PCIe Slots	2 PCIe Slots (1xX16, 1xX8)
Interfaces	1 Serial 1 Video port Minimum 4 USB 2.0 Ports (1 front, 2 back, 1 internal)
Power Supply	Two 460W Hot Plug Redundant Power Supplies All standard power cables included
19" Rack Integration	19" Rack kit included 1U form factor
Support	8x5 NBD – Hardware exchange, onsite support 12 Month 24 Month 36 Months

Virtualisation Software Support

The above server will be running the free VMware Hypervisor Product and would require the follow support package

VMware Hypervisor Product Support 1server 2 processors	VMware vSphere Hypervisor for 2 processor + Production (24x7 for Severity 1 issues) Support duration: 12 Month 24 Month 36 Months
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UPS

APC Smart-UPS 3000VA USB & Serial RM 2U 230V

UPS

Quantity: 1

Feature	Specification
Dimensions	Maximum Height 89.00 mm Maximum Width 483.00 mm Maximum Depth 660.00 mm Rack Height 2U
Output	Output Power Capacity 2700 Watts / 3000 VA Max Configurable Power 2700 Watts / 3000 VA Nominal Output Voltage 230V Output Voltage Note Configurable for 220 : 230 or 240 nominal output voltage Output Voltage Distortion Less than 5% at full load Output Frequency (sync to mains) 47 - 53 Hz for 50 Hz nominal, 57 - 63 Hz for 60 Hz nominal Crest Factor up to 5 : 1 Waveform Type Sine wave Output Connections (8) IEC 320 C13 (1) IEC 320 C19 (2) IEC Jumpers
Input	Nominal Input Voltage 230V Input Frequency 50/60 Hz +/- 3 Hz (auto sensing) Input Connections IEC-320 C20, Schuko CEE 7 / EU1-16P, British BS1363A Input voltage range for main operations 160 - 286V Input voltage adjustable range for mains operation
Performance and Battery	Battery Type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte : leakproof Typical recharge time :3 hour(s) Typical Backup Time at Half Load 11.3 minutes (1350 Watts) Typical Backup Time at Full Load 3.0 minutes (2700 Watts)
Communication and	Interface Port(s): RS232 Serial and USB



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Management	UPS Network management Card with environmental monitoring capabilities LED status display with load and battery bar-graphs and On Line : On Battery : Replace Battery : and Overload Indicators Audible Alarm: Alarm for when on battery : distinctive low battery alarm Emergency Power Off (EPO) function Surge energy rating 480 Joules Full time multi-pole noise filtering : 0.3% IEEE surge let-through : zero clamping response time : meets UL 1449
Environment	Operating Environment 0 - 40 °C Operating Relative Humidity 0 - 95% Operating Elevation 0-3000 meters Storage Temperature -15 - 45 °C Storage Relative Humidity 0 - 95% Storage Elevation 0-15000 meters Audible noise at 1 meter from surface of unit 47.00 dBA Online Thermal Dissipation 400.00 BTU/hr
Support	12 Month Next Business Day On-Site
Additional Accessories	Mounting rails kit (quantity x 1) Rack PDU,Basic, 1U, 16A,208&230V, (10)C13 & (2)C19 (quantity x 2) Rack PDU, Basic, 1U, 16A, 208/230V, (12)C13 (quantity x 2) Power Cord, C13 to C14, 2.5m (quantity x 10) Power Cord, C19 to C20, 2.0m (quantity x 4) Communication Cable for NT/LAN Server Simple Signaling



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HP RACK 10636 G2

19" Rack 36U

Quantity: 1

Feature	Specification
Dimensions	19" Rack Size Height (Rack Units) 36U Height 174cm Width 60 cm Depth 101 cm
Features	Metal Front door Rear door Side panels (for left + right side), each side should come in 3 sections for better handling Rack Grounding Kit Roof Mounted Fan Kit 220V support third-party equipment designed to mount on 19 inch wide Minimum 3 years warranty



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Please quote all your prices without VAT (ohne MwSt).

Item	Quantity	Price per License (EUR)	Total Price (EUR)
Server Option 1	1		
Virtualisation Support for Server Option 1	12 Months		
Virtualisation Support for Server Option 1	24 Months		
Virtualisation Support for Server Option 1	36 Months		
Server Option 2	1		
Virtualisation Support for Server Option 2	12 Months		
Virtualisation Support for Server Option 2	24 Months		
Virtualisation Support for Server Option 2	36 Months		
Server Option 3	1		
Virtualisation Support for Server Option 3	12 Months		
Virtualisation Support for Server Option 3	24 Months		
Virtualisation Support for Server Option 3	36 Months		
UPS	1		
UPS Support	12 Months		
Rack	1		



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Total of all Items _____

Add: Misc. Charge, if any _____

Freight, if applicable _____

Grand Total _____

Delivery Point

United Nations University (UNU-ViE)
Procurement Service
Attention: Bid Opening Team, Registry, Ext. 0266
Hermann-Ehlers-Str.10
53113, Bonn Germany

Payment Terms: _____

Discount Offered: _____

Delivery Point and Terms (*if different from the preferred* _____

Delivery Point indicated above)

Shipping Mode: _____

Delivery Date: (After Receipt of Order) _____

Currency Stated in: _____



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ANNEX III UNITED NATIONS GENERAL CONDITIONS OF CONTRACT

1.0 LEGAL STATUS: The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the United Nations.

2.0 SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to the United Nations in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect the United Nations and shall fulfill its commitments with the fullest regard to the interests of the United Nations.

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

4.0 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 the United Nations.

5.0 SUB-CONTRACTING: In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of the United Nations for all sub-contractors. The approval of the United Nations of a subcontractor shall not relieve the Contractor of any of its obligations under this Contract.

The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT: The Contractor warrants that no official of the United Nations 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.

7.0 INDEMNIFICATION: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, 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. The obligations under this Article do not lapse upon termination of this Contract.



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8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 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.

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

8.3 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.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name the United Nations as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;

8.4.3 Provide that the United Nations shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

9.0 ENCUMBRANCES/LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the United Nations against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by the United Nations shall rest with the United Nations and any such equipment shall be returned to the United Nations at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to the United Nations, 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 the United Nations for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:



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11.1 Except as is otherwise expressly provided in writing in the Contract, the United Nations shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the United Nations under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the United Nations.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the United Nations does not and shall not claim any ownership interest thereto, and the Contractor grants to the United Nations a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the United Nations, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the United Nations in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the United Nations, shall be made available for use or inspection by the United Nations at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to United Nations authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATION: The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the United Nations, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of the United Nations, or any abbreviation of the name of the United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,



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13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control;
or,

13.2.2.3 for the United Nations, a governing organ or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the United Nations sufficient prior notice of a request for the disclosure of Information in order to allow the United Nations to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The United Nations may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS



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14.1 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 the United Nations, 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 the United Nations of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the United Nations 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.

14.2 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, the United Nations shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 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.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 The United Nations may terminate forthwith this Contract at any time should the mandate or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall be reimbursed by the United Nations for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by the United Nations under this Article, no payment shall be due from the United Nations to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the United Nations may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UN of the occurrence of any of the above events.



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16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 19.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the United Nations to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes the United Nations to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the United Nations



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before the payment thereof and the United Nations has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the United Nations with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.

20.0 SEXUAL EXPLOITATION:

20.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle the United Nations to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

20.2 The United Nations shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

21.0 AUTHORITY TO MODIFY: Pursuant to the Financial Regulations and Rules of the United Nations, only the Procurement Division at New York possesses the authority to agree on behalf of the United Nations to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the United Nations unless provided by an amendment to this Contract signed by the Contractor and the Chief, United Nations Procurement Service, or his or her authorized delegatee.