



UNITED NATIONS
UNIVERSITY

Centre

53-70, Jingumae 5-chome
Shibuya-ku, Tokyo 150-8925
Japan

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国際連合大学 本部

150-8925
東京都渋谷区神宮前5丁目53-70

6 July, 2009

Dear Sir/Mesdames,

Subject: INVITATION TO BID – PROPERTY & CASUALTY INSURANCE POLICIES FOR THE UNITED NATIONS UNIVERSITY HEADQUARTERS

Reference: Ref: UNU-ITB/002/2009

1. The United Nations University (UNU) hereby solicits your bid for the above subject, in accordance with this document and the annexes attached. Bids are required to be submitted to the UNU no later than **27 July 2009 at 14:00 hours**.

2. This Invitation to Bid (ITB) consists of this document and the following annexes:

Annex A: Technical Specifications of Requirement and Bid Form
Annex B: Terms and Conditions to Bid
Annex C: Acknowledgement Letter
Annex D: General Conditions of Purchase Order

3. Bids must be submitted in the English language strictly using the attached Annex A – Bid Form in **THREE COPIES** (any attachments or appendices and annexes thereto must also be submitted in **THREE COPIES**).

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

United Nations University
Procurement Unit
Attention: Bid Opening Unit, Registry
53-70, Jingumae 5-chome,
Shibuya-ku, Tokyo 150-8925

Ref: UNU-ITB/002/2009
Procurement Unit
Closing Date & Time: 27 July, 2009 14.00 hrs
<Name of Your Company>

b. The outer envelope/package of your bid must clearly indicate ITB number as indicated in paragraph 4.a of this ITB, date and closing time and name of your company so that the UNU can identify your bid at the time of receipt. Each bid for each ITB must be submitted in a separate envelope. Please do not combine different bids in the same envelope.

c. It is the exclusive responsibility of the bidders to ensure that the sealed envelope/package containing the bid reaches the above address before the time and date indicated in paragraph 4.a. so that it is time stamped and acceptable for opening. Bids must be delivered to the designated address during the UNU working hours from 9:30 a.m. to 5:30 p.m. Monday through Friday except for the United Nations holidays. Delivery to any other United Nations office location will be at the risk of bidders and will not constitute timely delivery. Written proof of receipt will not be given unless a Postal/Courier service receipt or other form of receipt is presented for signature by the UNU. *Bids received after the above mentioned opening time will be invalidated.*

d. You are strongly encouraged to deliver your bid by hand or via courier so that you can track delivery and ensure receipt by the UNU in time for the deadline specified in this ITB.

5. A public opening of bids will take place on **27 July 2009** at **14.00 hours** in the Registry Office of the Administrative Management Division on the 9th floor, 53-70 Jingumae 5-chome, Shibuya-ku, Tokyo. Companies submitting offers are welcome to send one (1) representative with proper authorization to observe the opening of bids received.

6. For queries on this ITB, please contact the Procurement Officer in writing at facsimile no. 03-3499-2828 or by e-mail to lee@unu.edu. Please also notify the UNU immediately if any part of this ITB is missing and/or illegible. Bidders are reminded that this facsimile number may be used only to send queries and acknowledgement letter requested in paragraph 7 below. Bids must NOT to be sent to this facsimile number.

7. You are kindly requested to return the attached Annex C — Acknowledgement Letter duly signed by an authorized representative to the UNU via facsimile advising whether or not your company intends to submit a bid prior to the designated closing date for receipt of bids. Please indicate the reason if you do not intend to submit a bid at this time.

8. Bidders are requested to submit bids in compliance with the terms and conditions specified in Annex B - Instructions to Bidder attached to this ITB.



Angela Lee
Procurement & Administrative Officer

Annex A-1

UNU-ITB/002/2009 - PROPERTY AND CASUALTY INSURANCE POLICIES FOR THE UNITED NATIONS UNIVERSITY

TERMS OF REFERENCE

1. BACKGROUND

The United Nations University (“UNU”) is an international community of scholars engaged in research, postgraduate training and dissemination of knowledge in furtherance of the purposes and principles of the United Nations, its member states and peoples. In addition to the UNU Centre (Headquarters) located in Tokyo, the University has already established fourteen Research and Training Centres and Programmes worldwide. For more information please visit www.unu.edu.

2. OBJECTIVE

The UNU is desirous of carrying out a procurement exercise to solicit bids from insurance companies to offer value for money to the UNU in providing property and casualty insurance policies.

The successful Bidder will enter into contractual relations with the UNU to provide insurance services for a period of three (3) years, with the option to extend the contract for a further one year subject to mutual agreement by both parties.

3. TECHNICAL SPECIFICATIONS

The following are the technical specifications for the UNU’s requirements:

I. Outline of the United Nations University Headquarters Building

- Insured: The United Nations University
- Address: 53-70, Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925
- Owner of the objects insured: The Ministry of Education, Culture, Sports, Science and Technology of Japan (and the UN University in respect of certain items for movable equipment)
- Insurance period: 1 September 2009 — 31 August 2012 (for Fire for Buildings including Machinery & Equipment, Money & Security and Comprehensive General Liability including Garage Keeper’s Liability)
1 September 2009 — 31 August 2012 (for Movable All Risks for Contents including earthquake coverage).
- Structure: A fourteen-stories office building above ground, with one below ground level, built of reinforced concrete frame, covered with concrete, iron roof (drawings are attached as Attachment I)
- General Drawing
- Cross Section (A-A and B-B)
- Sectional Detail (1-3)
- Scale: 14 stories above ground and one below ground level
Total site of 7,043.59 square meters
Building site of 2,857.70 square meters
Foundation depth of 26.15 meters below ground
Base ceiling height of 3.94 meters, and overall building heights of 65.00 meters.
- Equipment: The list of electric/mechanical equipment installed at the UNU Headquarters is attached

as Attachment II

Exterior:	Granite tiles and carbon fiber-reinforced concrete panels, and aluminum sashes and double-layer, heat ray-reflex glass.
	Outside Wall
	- Stone pitching About 6,200 m ²
	- Aluminum panel 1,100 m ²
	- Curtain wall aluminum panel 3,100 m ²
	- CRC surface 4,400 m ²
	- Glass surface 6,700 m ²
	Floor
	Poach courtyard 3FRF About 2,900 m ²
	Stone pitching 900 m ²
	Tile pitching 1,800 m ²
Interior:	Floor OA floor (6F-12F), title carpet, etc.
	Wall Plaster board, silicic acid calcium board, etc.
	Ceiling Rock wool ornamental sounding board, ornamental plaster board, etc.
	Inside Floor
	Vinyl floor tile pitching flat space About 2,900 m ²
	Vinyl tile pitching stairs 750 m ²
	Vinyl floor sheet pitching 10 m ²
	Vinyl floor sheet pitching 350 m ²
	Wilton carpeting 650 m ²
	Flooring block pitching 200 m ²
	Stone pitching 280 m ²
	Tile pitching 180 m ²
	Glass 7,320 m ²
Electricity reception and transformation system:	6.6 Ky, one-circuit power reception; and one substation with transformer capacity of 2.200 KVA
Home-power generation facility:	One 6.6 KV, 750KVA diesel generator (for emergency)
Blackout-free power supply facilities:	For the central monitoring system
Storage battery:	One 400 AN installation-type cathode-absorbing shield lead storage battery
Central monitoring system:	Dispersive control system
Standard lighting:	Built-in type louvers attached to lower face (two FL40W lights for each unit); and ball-shaped fluorescent down light
Loss prevention systems:	R-type receiver, auto fire alarm, smoke prevention and extraction, gas leak, emergency power outlet, emergency broadcasting and aircraft warning lamp
Light electric	Public address system, entrance-exit indication, intercom, common TV listening, ITV,

facilities:	burglar alarm, parking control, conference room acoustics, and AV
Telephone switchboard:	Electronic switchboard with 500 circuits
Air Conditioning facilities:	<p>Heat sources Direct gas-burning water cooler, heater with heat sink: 205 USRT x 2 and 100 USRT x 1 - Air heat pump chiller: 60 USRT x 1 - Package-type air conditioners: 12 units, etc.</p> <p>Air conditioning system — Fan-coil unit with duct, duct only, etc. Smoke extraction system — ceiling chamber type in principle</p>
Health facilities:	<p>Water supplies system; -Two separate systems for clean water and intermediate water -Gravity method (using reducing valve) Sewage system: -Filthy water, other types of sewage, separated rain water drainage (indoor) and joined drainage (outdoor) Hot water supply system; -Central supply system (two circuits of non-pressure water heater) -Local supply system (electric water heater) Fire-fighting facilities; Sprinkler, foam and halogen chemical extinguisher, etc. a. ABC powder fire fighting equipment 10 type 84 units b. Reinforced liquid fire fighting equipment 3 type 55 units c. Halogen 1301 fire fighting equipment 9 units Fittings: a. Open type fire prevention door 16 places (Interlocking with smoke sensor) b. Fire prevention shutter 36 places (Interlocking with smoke sensor) c. Fire prevention stain wall 4 places d. Smoke discharging dumper 8 places (Interlocking with smoke sensor)</p> <p>Rain water-using facilities.</p>
Elevator and escalator:	Four (4) passenger elevators, one (1) passenger-cargo emergency elevator and two escalators
Working Hours and Holiday:	The normal working hours at the United Nations University headquarters shall be from 9.30 hours to 17.30 hours, Monday to Friday, with an interruption of one hour for lunch. The conference rooms in the headquarters building may be used on holiday in accordance with conference schedules.
Security guard services:	<p>1. General</p> <p>Bearing in mind the special nature of the UNU as an organization of the United Nations, the Security Guard Services has been carried out strictly observing the Security guard law and in accordance with the agreed security standards, in order to protect the UNU Headquarters premises and the personnel and visitors therein including the Rector's residence and to prevent the UNU headquarters premises from disasters such as fire, theft, intrusion and other kind of unusual incidents. The security guard services ensure safety with a group of personnel on duty 24 hours throughout the year for remote surveillance from the watching centre and service centre. Furthermore, the security guards undertake patrol and inspect the security system and facilities to ensure complete safety. In the comprehensive building management service for the UNU, Sanko Inc. personnel who is the current UNU contractor, is stationed at night as well for facility</p>

maintenance and security guard services. Should an emergency occur, which the stationed personnel cannot cope with, the emergency dispatch personnel on 24 hours standby will go to the site for security and facility services. The Chief of Security and the other security guards should not violate Human Rights and should behave strictly bound to their conscience.

2. Work-shift of security guards

2.1 Guarding time

Chief of Security	Mon — Fri	09.00-18.00	1 person
Disaster Prevention Centre	Every day	24 hours	1 post
Entrance lobby	Everyday	08.00 - 22.00	1 post
Patrol (round)	Everyday	24 hours	1 post

3. Duties and responsibilities of security guard services

a. Preserving properties existing within the guarded areas

b. Crime prevention

c. Fire prevention

d. Finding disorders of facilities and equipment

e. Keep general order in the UNU Headquarters premises

4. Content of work of security guard services

4.1 Monitoring

Monitoring and recording data through the central monitoring system regarding movement of people, vehicles and good in/out of the building.

4.2 Reception duties

Monitoring personnel and visitors going in/out, and keep records.

Monitoring suppliers business partners going in/out, and keep records. Handling and keeping records of master and other keys. Taking phone calls and mails in night time during holiday.

4.3 Dealing with lost/found items

Storing and recording found items. Recording lost items.

4.4 Emergency measures

Fire

- Identify the fire site and make every effort to put out the fire immediately.
- Call the fire station (the nearest fire station, Shibuya Fire Station)
- Make an emergency announcement.
- Lead those in the building to a safe spot.
- Lead fire fighters in the building.
- Perform duties in accordance with the fire prevention standards. Other necessary measures.

Earthquake

- Check for fire and any human casualties.
- Make an emergency announcement. Typhoon
- Check any fallen items or dangerous parts.
- Check any water leakage.

Intruders

- Take the necessary measures under order from the UNU

II. Insurance coverage required for the United Nations University Headquarters

- | | | |
|--|-------------|--|
| 1. General Fire Insurance – Buildings: | A) Coverage | <ol style="list-style-type: none"> 1. Fire, lightning, bursting or explosion (viz. Destruction or phenomenon thereof happening with sudden expansion of gas or steam). 2. Loss of or damage to the property insured caused by typhoon or windstorm. 3. Loss of or damage to the property insured caused by any of the following accidents: <ol style="list-style-type: none"> i). Fall or flying of objects from outside the building, collision therewith or collapse. |
|--|-------------|--|

- ii). Water damage by leakage, drainage or overflowing by any accident occurring with respect to water supply and drainage equipment, including sprinkler equipment and systems, or by any accident occurring with respect to rooms possessed by any person other than the insured.
- iii) Disturbance and group action similar thereto and casualties inflicted by collective action of a group or groups of persons.
- 4. Water damage to the property insured caused by flood, typhoon, windstorm, heavy rain, snowmelt, high tide, landslide, etc.
- 5. Extra expense incurred in connection with loss of or damage to the property insured.
- 6. Debris removal expenses (viz. Cost of demolition, cost of cleaning.
- 7. Fire solatium expense caused by an accident described in below:
 - i) Fire, bursting or explosion of the property
 - ii) Destruction of or damage to property owned by a third party and located in the building insured.
- 8. Other standard fire insurance, including plate glass cover.

B) Period 1 September, 2009 — 31 August 2012

C) Amount insured or limit of liability Building including Improvement & Betterment, Machinery & Equipment excluding Foundation Work: Yen 14,070 million

D) Valuation Replacement cost value

E) Co-insurance coverage 60%

2. Movable All Risks — Office Contents, including Lap Top Personal Computer, Projector and etc. held by UNU's staff outside Japan

A) Coverage Most of all items covered under movable all risks insurance are provided free of charge by the Japanese Government. These items remain as the property of the Japanese Government and UNU can not be held responsible for any damage or loss caused by Earthquake. However, the Japanese Government has no obligation to replace the furniture and equipment damaged or destroyed. While this would not necessarily justification the extra cost of UNU purchasing full insurance against earthquake in respect of property owned by the Japanese Government, it is, however, desirable to have limited earthquake insurance coverage, 60% of reduced indemnity coverage for furniture and equipment including computer, to enable UNU to replace them in the event of a catastrophic loss.

- 1. Loss or damage (including loss Or damage resulting from measures necessarily taken for extinguishing a fire or removing the property to safety) caused to the property insured by all fortuitous accidents
- 2. Cover for extraordinary expenses incurred in connection with loss of or damage to the property insured caused by any accident.

		3. Debris removal expenses (viz, cost of demolition or cost of cleaning)
		4. Loss of damage caused directly or indirectly by earthquake or volcanic eruption.
		5. Loss or damage caused directly or indirectly by riot or any other disturbance of similar nature or casualties inflicted by the collective action of a group or groups of persons.
	B) Period	1 September, 2009 — 31 August 2012
	C) Amount insured or limit of liability	JPY1,000,000,000
	D) Valuation	Replacement cost value
3. Money & Security Insurance:	A) Coverage	<ol style="list-style-type: none"> 1. All risks including loss or destruction of money & securities excluding the loss, destruction or damage caused by any dishonest, fraudulent or criminal act of the Insured or of any officer of the Insured. Also, the coverage is extended to loss or damage to property caused by burglary or robbery within the premises. 2. Theft of currency, bank notes, passbooks or cash dispenser within the premises. 3. Theft of cash currency held by the Insured's staff outside Japan
	B) Period	1 September, 2009 — 31 August 2012
	C) Amount insured or limit liability	JPY5,000,000 (within the premises) JPY5,000,000 (outside the premises) JPY2,500,000 (outside Japan)
4. Comprehensive General Liability Insurance:	A) Coverage:	Legal Liability to any third parties caused by Bodily Injury and/or Property Damage. Coverage including: <ol style="list-style-type: none"> 1. Premises-Operation Liability To cover the Insured's legal liability to a third party arising out of structural defects or insufficient management of the premises that the Insured owns, uses or maintains, or careless performance in connection with the Insured's business activities including social/recreational activities organized or sponsored by the Insured. 2. Escalators/Elevators To cover Insured's legal liability to a third party arising out of an accident of escalators or elevators 3. Independent contractors To cover the Insured's legal liability to a third party arising out of performance of the work undertaken by the Insured of premises which the Insured owns, uses or maintains for his performance of the work undertaken. 4. Hired/non-owned automobile

To cover the Insured's legal liability to a third party caused by the Insured of "Hired Automobiles" and/or "Non-Owned Automobiles" in connection with the business. This cover is excess insurance over any other valid collectible insurance available.

5. Medical Payment Expense

All reasonable expenses for necessary medical, surgical, ambulance, hospital, and etc. to persons, other than the Insured or staff of Insured, who sustains bodily injury, sickness or disease, caused by accident while on the premises with the permission of Insured.

- B) Period 1 September, 2009 — 31 August 2012
- C) Amount insured or limit liability JPY100,000,000 per person for bodily injury
JPY1,000,000,000 per occurrence for bodily injury
JPY50,000,000 per occurrence for property damage
JPY1,000,000 per occurrence/per person for Medical Payment Expense
- D) Territory Worldwide for Operations Liability and Anywhere in Japan for others

6. Garage-keepers Liability Insurance:

- A) Coverage: Covers the claim due to only the damages to third party's vehicles while contractually responsible for keeping them in the garage of the UNU headquarters
- B) Period 1 September, 2009 — 31 August 2012
- C) Size of Garage 12 parking lots in the basement of the building
- D) Amount insured or limit liability JPY50,000,000 per occurrence/property damage
JPY50,000,000 policy aggregate

Annex A-2

BID FORM

	Description	Amount (JPY)
1	General Fire Insurance – Buildings (1 September, 2009 — 31 August 2012)	
2	Movable All Risks — Office Contents, including Lap Top Personal Computer, Projector and etc. held by UNU's staff outside Japan	
3	Money & Security Insurance (1 September, 2009 — 31 August 2012)	
4	Comprehensive General Liability Insurance (1 September, 2009 — 31 August 2012)	
5	Garage-keepers Liability Insurance (1 September, 2009 — 31 August 2012)	
	Total:	

Vendor's offer must be fully compliant with the Technical Specifications under Annex A-1

The Bid Form should contain an overall quotation in a single currency, i.e. in Japanese Yen (JPY) only. If you opt to quote in US Dollars or any other currency, your proposal will be converted into JPY using the United Nations Official Rate of Exchange in effect on the date submissions are due.

.....
Vendor Name

.....
Name of Authorized Official

.....
Signature

.....
Date

Annex B

TERMS AND CONDITIONS TO BID

Submission of bids

Bids must be submitted in the English language on the Requirement specified in this Invitation to Bid (ITB). Bidders must provide all requisite information under this ITB and clearly and concisely respond to all points set out in this ITB. However, unnecessarily elaborate brochures and other presentations beyond those sufficient to present complete and effective Bids, are not encouraged.

Technical Specifications of Requirement

No changes, substitutions or other alterations to the technical specifications of requirement stipulated in this ITB document will be accepted unless approved in writing by the United Nations University (UNU).

No Commitment

This ITB does not commit the UNU to award a contract or to pay any costs incurred in the preparation or submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the bidder and not as an acceptance by the bidder of the offer made by the UNU. No contractual relationship will exist except pursuant to a written contract document signed by the duly authorized official of the UNU Procurement Service and by the selected bidder. This ITB does not commit the UNU to consider any bid or to award a contract. If the bid is submitted on an “all or none” basis, it should clearly state so.

Criteria for Evaluation

All bids will be evaluated in accordance with the provisions of the UN Financial Regulations and Rules and established procedures of the UN, as well as the requirements of this ITB. The following criteria will be considered in evaluating the bids:

- a. Compliance with technical requirements;
- b. Earliest delivery time;
- c. Discounts offered; and
- d. Lowest cost to the UNU.

Payment Terms

The UN Financial Regulations and Rules preclude advance payments or payments by letter of credit. Such provisions in a bid will be prejudicial to its evaluation by the UN. The normal terms of payment by the UN are 30 (thirty) days (although discounted items for early payment may be considered if offered by bidders) upon satisfactory delivery of goods or performance of services, acceptance thereof by the UNU and certification by the UNU of the Contractor’s invoice. Bidders must therefore clearly specify in their bids the payment terms being offered.

Validity of Bids

Bids shall remain open and valid for acceptance for a period of at least 120 days from the date of opening specified in this ITB.

Rejection of Bids and Split Awards

The UNU reserves the right to reject any and all bids if they inter alia:

- i. are received after the deadline stipulated in the ITB;
- ii. are not properly marked or addressed as required in the ITB;
- iii. are delivered to another UN office location than the one required in the ITB;
- iv. are transmitted by facsimile unless specifically indicated in the ITB;
- v. are unsolicited;
- vi. contain an alternate bid; or
- vii. are not otherwise in compliance with this ITB.

The UNU also reserves the right to split an award between any bidders in any combination as it may deem appropriate and the bidders must be willing to accept partial awards.

Withdrawal and Modification of Bids

Bids may be modified or withdrawn in writing, prior to the bid closing time specified therein. Bids may not be modified or withdrawn after that time.

Errors in Bids

Bidders or their authorized agents are expected to examine any maps, drawings, specifications, circulars, schedules and other instructions pertaining to the work, made available by the UN to the bidders for inspection. Failure to do so will be at the bidder's own risk. In case of error in the totaling of prices, the unit price will govern.

Public Opening

Public opening of bids will take place at the address and time specified in this ITB. Bidders may send one (1) representative with proper authorization to observe the opening of bids at the time and location specified in the ITB.

Confidentiality

This ITB or any part thereof, and all copies thereof must be returned to the UNU upon request. It is understood that this ITB is confidential and proprietary to the UNU, contains privileged information, part of which may be copyrighted, and is communicated to and received by bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of the UNU, except that bidder may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITB, bidders will be bound by the contents of this paragraph whether or not their company submits a bid or responds in any other way to this ITB.

Rights of the UN

All UNU vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

If the UNU determines that a vendor has engaged in collusive bidding, has received improper assistance, engaged in corrupt practices, or conflict of interest situations, then notwithstanding any other legal rights or remedies it may have, the UNU reserves the right to reject any bid or recommendation to award a contract to such vendor.

Contract

Any contract resulting from this ITB will include the General Conditions of Purchase Order (Annex D).

Annex C

ACKNOWLEDGEMENT LETTER

Dear Sir,

Subject: **UNU-ITB/002/2009 - PROPERTY AND CASUALTY INSURANCE POLICIES FOR THE UNITED NATIONS UNIVERSITY**

We, the undersigned, acknowledge receipt of your Invitation to Bid (ITB) No. UNU-ITB/002/2009 dated 6 July, 2009 and hereby confirm that we:

INTEND DO NOT INTEND

to submit a bid to the United Nations University by the deadline date of 27 July, 2009 14:00 hrs and that we:

INTEND DO NOT INTEND

to send one (1) authorized representative to observe the public opening procedure.

We acknowledge that this ITB is confidential and proprietary to the UNU, and contains privileged information. Upon request, we will return this ITB or any part thereof, and all copies thereof, to the UNU.

Name & Title of Authorized: _____

Representative: _____

Signature: _____

Company Name and Address : _____

Telephone No.: _____ Facsimile No.: _____

If you do not intend to submit a bid to the UNU, please indicate the reason:

- We do not have the capacity to submit a bid at this time.
- We cannot meet the technical requirement for this ITB.
- We do not think we can make a competitive offer at this time.
- Others: (Please specify _____)

Kindly return this acknowledgement immediately via fax 03-3499-2828

The Procurement Unit
United Nations University
53-70 Jingumae 5-chome
Shibuya-ku, Tokyo 150-8925

NOTE: Due to the current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure.

Annex D

UNITED NATIONS UNIVERSITY GENERAL CONDITIONS FOR PURCHASE ORDER

A. PAYMENT

In the case of goods to be delivered to the United Nations University (hereafter referred to as the UNU) in Tokyo, the UNU shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract, whichever (a) or (b) is the later.

In the case of goods to be delivered elsewhere the UNU shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in this Contract, whichever (a) or (b) is the later.

Unless otherwise authorized by the UNU, a separate invoice must be submitted in respect of each shipment under this Contract and such invoice must bear the Purchase Order Number appearing on the top left hand corner of the face of this document.

The prices shown herein may not be increased except by express written agreement of the UNU. The UNU will not pay any charge for late payments unless expressly agreed to in writing.

The UNU shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Contract: payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

B. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations University provides, *inter alia*, that the UN, including its subsidiary organs, is exempt from *all* direct taxes and is exempt from customs duties in respect of articles *imported* or *exported* for its official use. Accordingly, the Vendor authorizes the UNU to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to the UNU. Payment of such corrected invoiced amount shall constitute full payment by the UNU. In the event any taxing authority refuses to recognize the UNU exemption from such taxes, the Vendor shall immediately consult with the UNU to determine a mutually acceptable procedure.

C. EXPORT LICENSES

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

D. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with this Contract.

E. FITNESS OF GOODS INCLUDING THEIR PACKAGING

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the Vendor by the UNU, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

F. RIGHTS OF THE UNU

In case of failure by the Vendor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNU may, after giving the Vendor reasonable notice to perform and without prejudice to any of the rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event the UNU may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNU shall mitigate its damages in good faith;
2. Refuse to accept delivery of all or part of the goods;
3. Terminate this Contract.

G. ASSIGNMENT AND INSOLVENCY

1. The Vendor shall not, except after obtaining the written consent of the UNU, assign, transfer, pledge or make other disposition of this contract, or any part thereof, or any of the Vendor's rights or obligations under this Contract.

2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNU may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

H. USE OF UNU NAME AND EMBLEM

The Vendor shall not use the name, emblem or official seal of the United Nations University or any abbreviation of the name United Nations University for any purpose.

I. PROHIBITION ON ADVERTISING

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

J. ARBITRATION

Any controversy or claim arising out of or in connection with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

K. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these General Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the UNU, including its subsidiary organs.