



**UNITED NATIONS
UNIVERSITY**

Centre

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

Telephone (03) 3499-2811
Fax (03) 3499-2828
E-mail mbox@hq.unu.edu
Website <http://www.unu.edu>

国際連合大学 本部

150-8925
東京都渋谷区神宮前5丁目53-70

15 February, 2008

Dear Sir/Mesdames,

**Subject: REQUEST FOR PROPOSAL – PROVISION OF CHAUFFER SERVICES FOR THE
RECTOR OF THE UNITED NATIONS UNIVERSITY (REF: UNU RFP-001/2008)**

1.0 GENERAL

This Request for Proposal (RFP) is issued by the United Nations University (UNU) with its Headquarters in Tokyo, Japan.

2.0 PURPOSE

The purpose of this RFP is the submission of all-inclusive proposals for the provision of chauffer services (including vehicle and driver) for the Rector of the UNU for an initial period of one (1) year, with an option for extension of the contract for additional two one-year periods.

3.0 CONTENTS OF THE REQUEST FOR PROPOSAL

This RFP consists of the following parts:

- Annex A Terms of Reference
- Annex B Pricing Schedule
- Annex C Confirmation of Undertaking
- Annex D United Nations General Conditions of Contract

4.0 REQUEST FOR PROPOSAL (RFP)

- 4.1 Please note this is a Request for Proposal (RFP) and not an Invitation to Bid (ITB). You should also note that the terms, conditions and specifications set forth in the RFP, and your Proposal, would form part of any contract should UNU accept your proposal. The contract will require full compliance with all statements and representations made in the Proposal. Failure to fully comply may prejudice the evaluation of your proposal. Any contract resulting from the RFP will also be subject, where applicable, to the United Nations General Conditions of Contract (Annex D).

4.2 Please provide, in English, your proposal, supporting information and details of charges requested.

4.3 It is understood that this RFP is confidential and proprietary to the United Nations.

5.0 DEADLINE FOR SUBMISSION

The deadline for receipt of the submission by UNU is **7 March, 2008**. Any queries or requests for clarification prior to the submission deadline should be addressed to the Procurement Officer by e-mail lee@hq.unu.edu or fax +03-3499 2828 before **26 February, 2008**. You are kindly requested to return the attached Annex C Confirmation of Undertaking duly signed by an authorized representative, to the UNU together with your proposal.

Please send the completed RFP in a sealed envelope, marked “Confidential – RFP for Provision of Chauffer Services for the Rector of the UNU” along with the name of your company as follows:

Confidential– RFP for Provision of Chauffer for the Rector of the UNU

To: The Evaluation Committee
United Nations University
53-70 Jingumae 5-chome
Shibuya-ku, Tokyo 150-8925
Japan

RFP No: UNU RFP-001/2008
The Procurement Officer
Closing Date & Time: 7 March, 2008
14:00 hours
<Name of the Company>

It is the responsibility of the Bidders to ensure that the sealed envelope containing the proposal 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 Bidder and will not constitute timely delivery. Proposals received after the above-mentioned closing time or deadline will be invalidated.



Angela Lee

Procurement & Administrative Officer

ANNEX A

TERMS OF REFERENCE

1. INTRODUCTION

The 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. For more information please visit www.unu.edu.

2. OBJECTIVE

The objective of this RFP is to select a single company (“the Company”) which is registered and licensed according to the laws of Japan to provide chauffeur services for the Rector and UNU personnel located at the UNU Headquarters at 53-70, Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925 Tokyo, Japan.

3. REQUIRED SERVICES

- a) The Company shall provide a permanent driver and vehicle for the Rector of the UNU, and replacement vehicle and/or back-up driver when required. The vehicle must be a hybrid vehicle typically used to achieve lower emissions than conventional internal combustion engine vehicles. The Company shall ensure that the driver operates the vehicle in accordance with applicable laws in Japan.
- b) The Company shall undertake third party liability insurance required under Article 8.3 of the General Conditions of Contract, attached hereto as Annex B, and shall include coverage for all passengers including UNU personnel and other authorized passengers.
- c) The Company shall be fully responsible for any and all maintenance, servicing and cleaning needs of the vehicle, and all accident and repair costs (if any). The vehicle should be compliant with applicable insurance, safety and other requirements in Japan.
- d) The Company shall be fully responsible for payment of salary and other benefits of the driver as required by the governing labor laws in Japan. The UNU shall not be liable for any action, omission, negligence or misconduct of the driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the driver performing services in connection with this Contract.

4. COMPANY’S PROPOSAL

- a) Provide a brief description of your Company and a list of current or recent clients handled by your Company.
- b) Provide the most recent audited financial statements; prior year’s annual report; copies of the Company’s registration and license to operate in Japan.
- c) Describe the vehicle to be provided to the Rector with information on Vehicle Category, Type, Model, Year of Make, etc.
- d) Describe how your Company will handle service instructions made by the UNU and what are the Company’s expectations.
- e) Propose how your company will handle emergency or short-notice calls by the UNU, when required.
- f) Provide a pricing schedule based on service fee (fixed monthly fee for provision of vehicle and driver) and hourly fee (based on actual usage of vehicle and driver). The UNU will reimburse the Company for actual toll, parking and fuel charges. (Please refer to Annex B for Pricing Schedule)

ANNEX B

Pricing Schedule

	Description	Quantity	Price per unit (JPY)
1	Service fee Fixed monthly rate for provision of vehicle and driver for the UNU	1 per month
2	Hourly rate (charges over and above the service fee) based on actual usage of vehicle and driver. Note: Cost of actual expenses incurred including fuel charges based on the kilometers traveled, and all toll and parking charges will be reimbursed to the Company based on receipts presented to the UNU for settlement	1 per hour
3.	Miscellaneous charges (if any) <i>Please specify</i>	1 each each
4.	Discounts offered (if any):		

.....
Vendor Name

.....
Name of Authorised Official

.....
Signature/Company Stamp

ANNEX C

CONFIRMATION OF UNDERTAKING

We confirm that the company is registered and licensed to perform the services in Japan outlined in this RFP.

Registration/License No. _____

Issued from _____

Date of Issue _____

Valid until _____

We also confirm that we have read, understood and accept that if the contract is awarded by UNU to the financial institution, the financial institution will adhere to the terms, conditions and specifications contained in this RFP, including its Annexes.

We further confirm and warrant that our Company is able to perform the services under this RFP, with our work force, legally in Japan without any assistance from the UNU.

Full Name of Company: _____

Full Postal Address _____

Telephone No. _____

Name of duly authorized representative _____

Signature _____

Date _____

Annex D

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 which 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 sub-contractors, 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 sub-contractor 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 Contract 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-contracts, 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.
- 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 its 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-Banks 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:
- (i) Name the United Nations as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the United Nations;
 - (iii) 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: 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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the United Nations' request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the United Nations in compliance with the requirements of the applicable law.
- 12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS: 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
- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of the United Nations, shall be treated as confidential and shall be delivered only to United Nations authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to the United Nations, any information known to it by reason of its association with the United Nations which has not been made public except with the authorization of the United Nations; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.
- 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS
- 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 which 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 Notwithstanding anything to the contrary in this Contract, the Contractor recognizes that the work and services will be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this 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 "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 United Nations of the occurrence of any of the above events.

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 this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60)

days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

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 before the payment thereof and the United Nations has, in each instance, specifically authorized the Bank 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 favors 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 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 duly authorized United Nations official.