

Annex B

SCOPE OF WORK

UNHCR Peshawar is looking to enter into a frame agreement for provision of road transportation facility to support its operations in Pakistan with reputed Sales Tax/government registered firm in Pakistan who can meet the following:-

Provision of Vehicles: Given the unique operations of UNHCR Pakistan, it requires a wide variety of vehicles listed in Annex C. A large number of vehicles might be needed upon UNHCR's request. Moreover, short notice and last-minute request in response of changes in plan (postponement and/or cancellation) might frequently happen, the Contractor needs to be quickly flexible and adaptable. Vendor must have access to fleet of variety of vehicles.

Safety and Quality Assurance: Contractor is obligated to comply with generally accepted standards of the transportation industry for operation and maintenance practices. As a minimum, Contractor shall comply with all provisions of applicable statutes and agreements which may affect safety, and with all government's regulations, directives, orders, rules and standards pertaining to service provided hereunder. The Contractor shall agree not to deviate from the schedule unless instructed to do otherwise by UNHCR. If a route deviation is necessary, the Contractor shall contact UNHCR and inform the deviation.

Registration/Licensing/Permits: All vehicles provided must have valid local quality registration, licensed, and have the appropriate Government permits to carry the anticipated passenger and baggage weight within each transit state.

Vehicle Quality: Vehicle provided by the Contractor must be in good mechanical and working condition except for normal wear-and-tear, including heating/air-conditioning and smooth riding. Bidders shall provide a complete listing of all vehicles available to be used to provide the requested services (including vehicle type, age of vehicle, seating capacity, fuel type).

For transportation of personnel, the vehicles' interiors and exteriors must be clean, showing no signs of damage and must be properly serviced prior to start of the rental. Each vehicle shall have a full tank of fuel prior to the start of each mission. All fuel required for vehicle operation shall be provided by the UNHCR and shall not be priced separately. Cars will remain parked inside UNHCR compound at night/week-ends.

For transportation of cargo, the trucks must be well equipped with proper tools and an enclosed compartment to secure the high value cargo and equipment during the trip to excavation sites. The trucks must operate at a capacity that is not exceeded the standard. Moreover, the forklifts and the cranes must be in good working condition in terms of strong tyres and cables, and have valid license. In the event of mechanical malfunctions for breakdowns the Contractor will be responsible for providing replacement transportation to UNHCR. The cost of replacement transportation, all mechanical repairs and tow service will be the Contractor's responsibility. Any event penalties or bills incurred by the UNHCR and its agents or employees, because of vehicle mechanical malfunctions or breakdowns, will be the responsibility of the Contractor. The Contractor shall be bonded/insured against damage to employees and vehicle for work done during the performance of this contract. Bondage/insurance shall be at a minimum in accordance with local and Pakistani law.

Driver Qualification: The Contractor shall ensure all drivers meet the standards required by local and Pakistani law to drive the specific vehicle assigned, have valid vehicle license and vehicles are insured as required by local and national law. The drivers shall be familiar



with the routes and each of them shall have a cell phone and be able to contact UNHCR and its employees as well as to be contacted by UNHCR.

Billing: The Contractor shall submit an invoice for services rendered on a monthly basis. This invoice must indicate the dates of vehicle rental and total amount for month. The amount then will be paid for by EFT from the UNHCR within 30 days since the receiving the invoice.

Section Rejection: UNHCR may reject any means of transportation that does not meet the specific requirements of this contract. UNHCR will not invoke this right without due cause and prior discussion with the Contractor.

Food and Drink: The Contractor may provide meals to drivers which is not UNHCR's responsibility.

Fuel Adjustment: 40% of quoted freight will be considered as fuel charges which may be changed when more than 10% fluctuation occurs. Any change to the Contract price shall be supported by official documentation duly evidencing the related price recalculation. Any new Contract price shall be formalized by an addendum agreed between the Parties.

Indemnification UNHCR, its employees and agents shall be exempt from any liability in respect of any direct, indirect or consequential loss and/or damage and/or injury sustained by the Contractor, its employees, agents or any third party arising from this Contract or the performance thereof, which is undertaken entirely at the risk of the Contractor, its agents, or employees. Should any claim arise, the Contractor will indemnify UNHCR and hold harmless UNHCR, its employees and agents from any liability whatsoever. In addition, the Contractor shall assume full liability for any fraudulent and/or illegal acts it commits knowingly or unknowingly, and UNHCR shall be exempt from any liability whatsoever in this respect.

Toyota Corolla Car: Few differences with other vehicles/trucks are as follows:-

- a. Quote rent on monthly basis for the vehicle and.
- b. UNHCR will pay for fuel/toll taxes of cars, over-time of Rs 100/hour and incentive fee for car driver in case of over-night stay out of duty station as Rs 1000/night only.
- c. Maintenance and other charges for cars will be borne by the contractor.

Loading/Unloading of Consignments: It will be arranged by UNHCR through labour contractor.

/Contractor's liabilities: All missing or damaged commodities/non-food items and any spillage or leakage during the period under the Contractor's responsibility will be debited against transport invoices at cost on which UNHCR has procured those items or contractor will be asked for replacement. All charges/costs arising from the negligence, non-performance or poor-performance of the Contractor shall be for his account

UN Immunity Clause Nothing in this Contract or any document entered into in connection with this Contract shall imply a waiver, express or implied, by UNHCR or the United Nations, of any privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of Specialized Agencies, customary international law, other relevant international or national Contracts, and under domestic law

References: Bidders will furnish at least three (3) references from companies for whom they have, or are performing, similar size and scope of work within the last three (3) years. Include name of company, point of contact and telephone number and email address.