

ANNEX – B

TERM OF REFERENCES

Description and Required Specifications of Rented Vehicle services on monthly or daily basis for UNHCR Field Operations

To fulfil the operational needs, the Office is considering renting of cars with drivers to provide the following services:

- Official and private transportation of staff and affiliated workforce.
- UNHCR Sub Office operations are in Quetta, Chaman, Loralai and Chaghi, and the movement of vehicles will be for in town duties and to refugees' camps.
- UNHCR operation requires the vehicles for all districts in the province of Balochistan.
- Provision of rental car services for monthly rental without fuel, and for daily rental with or without fuel.
- Vehicles shall not be older than 2021 model/year of manufacture.

Scope of Works and Responsibilities of the Contractor

1. Specifications of the fleet requested under the rental scheme:

Vehicle Model	Category	Mandatory Options	Transmission	Daily Rental	Monthly Rental	Fuel Type
TOYOTA-LAND-CRUISER /PRADO/FORTUNER/ (5 door)	4X4	Model/Year of Manufactured <u>2021</u> or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Pakistan, excise and taxation department.	Manual/Automatic	YES	YES	Petrol/Diesel
TOYOTA PICK-UP DOUBLE CABIN /REVO/ISUZU (4 door)	4X4	Model/Year of Manufactured <u>2021</u> or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Pakistan, excise and taxation department.	Manual/Automatic	YES	YES	Petrol/Diesel
TOYOTA SALOON CAR/GRANDE/HONDA/ (4 door)	SEDAN	Model/Year of Manufactured <u>2021</u> or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Pakistan, excise and taxation department.	Manual/Automatic	YES	YES	Petrol

***Manufacture – year of manufacture/model should be 2021 onwards**

- Mechanically sound and road worthy vehicles to be equipped with air conditioning, air bags, ABS, power windows and lock, seatbelts for all passengers of the vehicle, including rear seats. Seats should be in a good usable condition.
- The vehicles provided should have a valid registration with the Ministry of Transport.
- The vehicles should have valid periodic vehicle inspection as per the manufacturer's standards.
- Vehicles should be equipped with Fire extinguishers, Reflector, spare wheel and tyre with wheel changing tools and basic tools to assist in any minor breakdown and Tow chains etc.
- Vehicle should be equipped with Vehicle Tracking system and the access of online tracking shall be provided to UNHCR authorized staff.
- Drivers offered must have at least 5 years' experience of driving LTV's motor cars/jeep, must hold driving license valid for minimum 1 year within Pakistan.
- Drivers will be required to work 6 days per week including weekends (if required)
- Drivers must be fully conversant with local laws, traffic rules and road conditions of duty area.
- Vehicles rental (with driver) should be quoted on monthly basis, driver's accommodation and meal shall be responsibility of the supplier and UNHCR will not pay any extra amount in this regard.
- For daily use of vehicles, UNHCR will inform supplier before 18-24 Hours for provision of vehicles which may move all over Balochistan.
- Qualified Supplier shall submit the driver's Police verification and medical examination report and copy of verified vehicle registration documents.
- The vehicle shall be neat and clean and odour free.

2. Responsibilities of the Contractor:

2.1. Staffing – Insurance, Working Hours, Social Security:

- The Contractor shall ensure the provision of the minimum duration of leave (annual, sick, etc.) for drivers under the local labour law. The Contractor shall ensure contingency arrangement and effective management of its personnel assigned to perform duties under the Contract and must ensure that sufficient systems and structures are in place to maintain the performance requirements.
- In addition to the Contractor's obligations under Articles 8 ('Insurance and Liability') and 21 ('Observance of the Law') of the UNHCR General Conditions of Contract, the Contractor is required to take out the employees' social security to cover provisions under the Provincial Employees Social Security Ordinance, 1965 (applicable in ICT, Sindh, KPK, and Balochistan). The Contractor's taking out such insurance does not limit or replace its obligations under the UNHCR General Conditions of Contract.

2.3 Contractor's obligations:

1. The Contractor hereby guarantees, during the entire term of this Contract, that:
- he is the legal Contractor of the Vehicle and that the Vehicle is properly registered with all governmental authorities; and

- The Vehicle is in good working condition and road worthy, such as to ensure the safety of drivers and passengers, and it has all the necessary tools, equipment that may be needed in an emergency.
2. The Contractor shall provide UNHCR with originals or certified copies of the following documents, which shall accompany the Vehicle at all times in order to comply with the rules and regulations of the Traffic Police Office during the said term of this Contract:
 - An original road tax certificate.
 - Copy of valid insurance for the Vehicle; and
 - Such other documents which UNHCR may request.
 - Copy of first page of registration book/Registration Card
 3. The Vehicle shall always be covered by a comprehensive motor vehicle and passenger's insurance. Such insurance shall cover all accidents that the Vehicle may be involved in and any damage or loss to the Vehicle, to its driver and passengers and to any third parties or third-party property. The Contractor shall maintain such insurance policy during the entire term of this Contract. UNHCR shall not, in any case, be held responsible for any damage or loss to the Vehicle, the driver or passengers or to any third parties or third-party property resulting from any accident.
 4. The Contractor shall provide the driver of the Vehicle. If the driver takes leave or is otherwise unavailable, the Contractor shall provide a substitute driver. If the Contractor is unable to provide a substitute driver, UNHCR shall have the right to deduct a half daily rate for each day of such unavailability from the monthly fee.
 5. If at any time during the term of this Contract, the Vehicle is unavailable for whatever reason (including due to maintenance, repair, or accident), the Contractor shall provide to UNHCR, for no extra cost, a replacement vehicle of a similar size and quality. Such replacement vehicle shall be furnished to UNHCR within 24 hours of the unavailability of the Vehicle. If the Contractor fails to provide UNHCR with a replacement vehicle, UNHCR shall have the right, by giving notice to the Contractor, to either terminate the Contract or to suspend the Contract until after the Vehicle or a replacement is made available. UNHCR shall not be responsible for any fees during the suspended period or for any period during which a replacement vehicle is not available.
 6. The Contractor is fully responsible for all the maintenance and repair of the Vehicle, including when the Vehicle is damaged or is not in good working condition. Maintenance shall be conducted by the Contractor every 5,000 km or every two months, whichever comes first. The Contractor shall pay for all repairs and maintenance costs related to the Vehicle.
 7. In the event of an accident involving the driver (or a replacement driver) provided by the Contractor, the Contractor shall bear all costs and expense for the vehicle repair and other matters and shall provide a replacement vehicle in accordance with clause 2.3 (e).
 8. UNHCR, upon paying the monthly fee hereby stipulated and observing and performing the stipulations herein contained, shall peacefully hold, and enjoy the Vehicle during the entire term of this Contract without any interruption or interference by the Contractor or any person lawfully claiming under or in trust for him.
 9. Ensure that the required transportation services are duly provided to UNHCR, timely and in line with the received order request.
 10. Provide accurate information on the fleet and description of capacity to carry out the transportation services.
 11. Ensure that the duration of all trips and gasoline consumption is accurately and correctly recorded in each logbook with the Km and submitted at the end of each month. Logbooks are to be duly verified by the company management.
 12. Shall be responsible for payment of salary and other benefits to their drivers as per the governing labour laws.

13. Ensure that all drivers who are assigned to provide transportation services to UNHCR are duly trained on their responsibilities and are in possession of a valid LTV/ HTV driving license issued from Govt of Pakistan.
14. The driver shall keep the exterior, windows, and interior of the vehicles always clean and litter-free.
15. Ensure that the drivers are physically fit and have valid medical certifications to carry out the service.
16. Ensure that periodic (annual) and verifying medical check-ups are carried out as per UNHCR standards of periodic medical examination (PME) for drivers and additionally Opiates, Marijuana (THC) Testing be also conducted at no costs to UNHCR. PME certifications should be submitted to UNHCR upon request.
17. Remove and replace any employee who is under the influence of alcohol or drugs immediately after notice.
18. Provide one focal person with good level of English (both written and spoken) for accepting UNHCR transportation requests and one required liaison focal point (both with stand by replacement in case of emergency).
19. The offer shall be all inclusive of insurance, maintenance, drivers, and fleet focal/liaison officer (etc) exclusive of the fuel.
20. Take over the responsibility of periodic maintenance without any charge or service interruption to UNHCR.

2.4 Drivers Qualifications and responsibility:

1. The drivers shall perform their functions in a highly efficient and professional manner and should have the minimum qualifications below:
 - Hold a valid license with legible categories and above license from the local authority.
 - Valid national ID number.
 - At least two (5) years of progressive accident-free driving experience.
 - Elementary level of spoken English with basic writing skills.
 - Have basic technical and regular maintenance knowledge of vehicles.
 - Drivers shall provide non-criminal record certificate.
2. The drivers shall:
 - Report to the UNHCR focal point.
 - Comply with the traffic laws; UNHCR will not be responsible for any traffic tickets or damage to the transportation service provider cars or those of a third party that result from the driver's noncompliance to the traffic laws.
 - Refrain from disclosing any information related to UNHCR movement.
 - Follow UNHCR security and safety instructions (see Annex B "UNHCR Security and Safety Instructions for Outsourced Drivers");
 - refrain from smoking, eating, or drinking alcohol during driving; and
 - Be available to work after UNHCR official working hours within the limits of Pakistan Labour law.

2.5 Tracking system:

All vehicles provided to UNHCR should have a real time online vehicle tracking system.

2.7.Fuel:

- For rental Vehicle, UNHCR provides fuel as per actual cars' mileage and fuel expenses. UNHCR controls fuel consumption as per internal administration of fuel procurement in Sub Office Quetta. Compliance with UNHCR set arrangements on fuel procurement is mandatory for all drivers.
- For Rental Vehicles, with fuel will be responsibility of Supplier and UNCHR will pay the amount as per Log sheet.

2.8 Performance:

The contractor shall prepare for and attend a periodic coordination meeting at the end of each quarter (during the first year) with UNHCR to discuss the performance and any other issue related to the contract implementation.

3. UNHCR Obligation

- Nominate one or two focal point to liaise with the vendor on anything related to the contract for the official trips, including any new request.
- The trip's request can be initiated by UNHCR through the following means:
 - Email
 - Signed order form.
 - Phone
- Review the invoices and ensure timely payment within the general terms and conditions.
- Advise the company on the conditions of the hired vehicles used and provide advice on the required improvements, if any.