

TERMS OF REFERENCE

REQUEST FOR PROPOSAL: No. RFP/NIG/ ABJ/SUP/04/2021 FOR THE PROVISION OF LIGHT VEHICLE RENTAL SERVICES FOR NIGERIA OPERATION

BACKGROUND AND OBJECTIVE

The United Nations High Commissioner for Refugees (UNHCR) in Nigeria is seeking to establish a Frame Agreement with one or more service providers for the provision of light vehicles on daily rental basis for official transportation of UNHCR personnel and materials around Nigeria.

The objective of this request for proposal (RFP) is to seek the professional and dedicated services of vehicle rental companies for UNHCR operation in Nigeria and to receive the corporate rates for all the categories of vehicles in the company's catalogue. Any resulting contract (hereinafter called "the Contract") shall be exclusive. The Frame Agreement (FA) is for an initial duration of 2 (two) years, potentially extendable for the period of 01 (one) additional year, at the discretion of UNHCR, subject to satisfactory performance of the Contractor and UNHCR requirement for the provision of the Services.

As immediate needs, the UNHCR Nigeria has identified below requirements which is not exhaustive and is meant to be used as a tentative forecast which can be increased or decreased at UNHCR's discretion, on basis of Operational needs.

1. REQUIRED TYPE OF LIGHT VEHICLES:

Description and required Specifications of the fleet requested under the rental scheme on a daily basis for UNHCR locations in Nigeria

Vehicle Type	Category	Mandatory Options	Transmission	Daily Rental	Fuel Type
TOYOTA LAND CRUISER PRADO TZ (5 door)	4X4	Model/Year of Manufactured 2017 or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag Bag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Nigeria, excise and taxation department.	Manual/ Automatic	YES	Diesel
TOYOTA PICK- UP DOUBLE CABIN (4 door)	4X4	Model/Year of Manufactured 2017 or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag Bag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Nigeria, excise and taxation department.	Manual/ Automatic	YES	Diesel
TOYOTA PICK UP SINGLE CABIN (2 doors)	4x4	Model/Year of Manufactured 2017 or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag Bag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Nigeria, excise and taxation department.	Manual/ Automatic	YES	Diesel
TOYOTA SALOON CAR (4 doors)	SEDAN	Model/Year of Manufactured 2017 or above. Power Steering, Antilock Braking system, Air-conditioned, Driver Airbag	Manual/ Automatic	YES	Petrol / Diesel

		Bag, Passenger Airbag, Automatic/Manual transmission, Vehicle tracking system, should be registered with government of Nigeria, excise, and taxation department.			
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2. Scope of Work

- Provision of car rental services is inclusive of the following services and at the following UNHCR Office locations:
- Ogoja Office is operating in different places, the majority is out of Ogoja town. Under the sub office the following offices are operating with respective radius

Ogoja : Three settlement Adagom1-3 and other refugee self-settlement within the host community around the city.

Adipko: operating with an average radius of 60km. However, most of the activities are within the town. mostly travel is to Ikyogen settlement around 30km from Adipko

Makurdi: Self-settled urban refugees and IDPs within 300km radius

Calabar: Urban refugees and travel to Akwa-Ibom 100km

* Takum operation supports dispersed host communities within a radius of 100km and also supports another office Gembu 300km or 9hrs drive.

Kindly note:

1. Takum is relatively insecure place and movements to Takum from Ogoja Sub office needs to be escorted with Military police which is provided by UNHCR.
2. The road condition is very bad particularly during the rainy season (muddy, difficult terrain, accessibility denial)

* Provision of required light vehicles as per the specification indicated above.

Note: Light vehicle selection will be based on the physical inspection of the vehicles by the requesting unit.

* Official and private transportation of staffs and affiliated workforce.

* Provision of required number of light vehicles on a daily basis without fuel coverage

*Provision of vehicles not older than 4 years of manufacture from the year of rental (2017)

*Provide mechanically sound and road worthy vehicles to be equipped with air bags, ABS, power windows and lock, seatbelts for all passengers of the vehicle, including rear seats. Seats should be in good usable condition.

* UNHCR receives vehicles after having a third-party Garage certification for the roadworthiness of the vehicle before deployed to the field

*Provision of Air-Conditioned light vehicles which should be in good working condition.

*Provision of vehicles with valid registration with the Ministry of Transport

*Provision of vehicles with valid periodic vehicle inspection as per the manufacture's standards.

*Vehicles should be equipped with Fire extinguishers, Reflector, spare wheel, tyres, tow chains with

*Vehicle should be equipped with recovery tools like winch, spades, high lift jack.

*Wheel changing tools and basic tools to assist in any minor breakdown etc.

*Vehicle should be equipped with Vehicle Tracking system and the access of online tracking shall be provided to UNHCR authorized staff.

*The Contractor accepts to comply with the security procedures for UNHCR drivers and the driving regulations emitted by the Government of Nigeria.

- Drivers must be fully conversant with local laws, traffic rules and road conditions of duty area.
- 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 Nigeria.
- Drivers will be required to work 7 days per week including weekends (if required)
- For daily use of vehicles, UNCHR will inform supplier between 24 – 48 hours for provision of vehicles.
- Qualified Supplier shall submit the driver's Police verification and medical examination report and copy of verified vehicle registration documents.
- The vehicle shall always be clean and odor free.

2.Responsibilities of the Contractor:

2.1. Insurance:

- Company Offers should include prices for minimum average 150 km per day 3300 per month 40,000km per year as well as insurance with full coverage incl. collision damage waiver, theft protection, fire, windscreen/glass part protection, road assistance and third-party liability insurance for the vehicles hired to UNHCR.

2.2. Staffing: Working Hours, Social Security:

- The Contractor shall ensure the provision of the minimum duration of leave (annual, sick, etc.) for workers under the local labor 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.
- The official working hours will be 48 per week. Any overtime beyond the agreed period/time will be strictly subject to prior approval of the Administration of UNHCR. This will be on a need basis, and the Contractor will be paid overtime at an agreed amount per hour, that is 1,5 times rate for working days and 2 times rates for holidays.
- 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. 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:

- The Contractor hereby guarantees, during the entire term of this Contract, that:
 1. Is the legal Contractor of the Vehicle and that the Vehicle is properly registered with all governmental authorities.
 2. 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.
 3. The Contractor shall provide UNHCR with originals or certified copies of the following documents, which shall always accompany the Vehicle 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
 - Other documents which UNHCR may request.
 - Copy of first page of registration book
 4. 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.
 5. 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 within 48 hours. 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.
- If at any time during the term of this Contract, the Vehicle is unavailable for use for whatever reason (including absence of driver on annual leave or any form absenteeism ,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 to 48 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 or to contact the second vendor to supply the vehicle instead. 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. For safety reason, Contractor is to provide proof of periodic maintenance report from their garage.
- 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. Vehicles rental (with driver) should be quoted on a daily basis, driver's accommodation, insurance, medical coverage meal and any expenses related to driver shall be responsibility of the supplier and UNHCR will not pay any extra amount in this regard.
10. Ensure that the required transportation services are duly provided to UNHCR, timely and in line with the received order request.
11. Provide accurate information on the fleet and description of capacity to carry out the transportation services.
12. 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.
13. Shall be responsible for payment of salary and other benefits to their drivers as per the governing labor laws.
14. 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 driving license issued from Govt of Nigeria.
15. The driver shall keep the exterior and interior of the vehicles always clean and litter-free.
16. Ensure that the drivers are physically fit and have valid medical certifications to carry out the service.
17. 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 and certifications should be submitted to UNHCR upon request.
18. Remove and replace any employee who is under the influence of alcohol or drugs immediately after notice.
19. 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).
20. The offer shall be all inclusive of insurance, maintenance, drivers, and fleet focal/liaison officer (etc.)

exclusive of the fuel.

21. Take responsibility for periodic maintenance without any charge or service interruption to UNHCR.
22. Local registered vehicles duly verifiable by the authorized registration authority in Nigeria
23. The Contractor shall be liable for the death, disability, or personal injury of any third party because of the actions of the Contractor himself or any other person that acts on his behalf. Such liability includes the costs of evacuation, medical treatment, hospitalization, compensation for lost earning, funeral costs, settlement of family liabilities and commitments; In this regard, the Contractor must take out, as a minimum, an insurance policy covering his vehicle and staff, as well as compensation of any damage caused to the third party;
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24. The contractor shall provide required light vehicles fully loaded and trained drivers to UNHCR for the provision of staff duty at the above given locations.
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25. The contractor personnel shall carry out their duties and be available at UNHCR Field locations during regular office working hours on Monday from 8:00 am to 05:00 pm and on Fridays from 08:00 am to 12:30 pm. The vehicle will be parked at field locations during the weekends, UN official holidays and non-working hours.
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26. The contractor will provide details (Name, ID card, and Cell No.) of replacement driver and will inform UNHCR before sending any replacement driver for duty at UNHCR Locations.
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27. The contractor will replace the defective vehicle(s) immediately as and when required.
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28. The contractor will provide the insurance certificates (photocopy) of the said vehicle and driving license (photocopy) of each driver.
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29. Driver provided by The Contractor has security clearance from Police/Military. Driver has neither any past criminal records nor any affiliation with any groups.
30. The contractor accepts to perform the daily inspection and guarantee that the vehicles are maintained in optimal operating conditions at the Contractor's own initiative.
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31. The contractor should read and understand UN code of conduct, needs to be registered on UNGM plat form, fill the vendor registration form and submit the Tax clearance certificate and CAC

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 basis technical and regular maintenance knowledge of vehicles
- Drivers shall provide non-criminal record certificate.

The drivers shall:

- Report to the UHNCR 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
- Refrain from any form of harassment
- Follow UNHCR security and safety instructions (see Annex B "UNHCR Security and Safety Instructions or Outsourced Drivers")
- refrain from smoking, eating, or drinking alcohol during driving
- Shall be available to work after UNHCR official working hours within the limits of Nigerian Labor law.

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

2.5 Fueling:

For rental cars, UNHCR provides fuel as per actual cars' mileage and fuel expenses. UNHCR controls fuel consumption as per internal administration of fuel procurement. Compliance with UNHCR set arrangements on fuel procurement is mandatory for all drivers. When receiving contracted vehicle, the fuel tank should be filled by supplier, and UNHCR is to fill tank full when releasing at time of end of contract. However, UNHCR will not be responsible for vehicles that do not complete the contractual period for their own reason

2.6 Maintenance Records Keeping Expectations

1. All vehicle repairs and maintenance must be recorded on a work order/job card and filed accordingly.
2. Every vehicle must have a vehicle file for archiving systematic documents and compiled service records, referring to a detailed job card, specified works carried out, spare parts supplied and all related service and maintenance records for the respective vehicles.
3. Monthly records for each vehicle to be submitted to UNHCR Fleet manager electronically and in hard copy.
4. Old records and documents can only be destroyed/disposed-off upon the disposal of the vehicle from the fleet with the approval from UNHCR.

2.7 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.

4. On Payment the Car Rental Company shall:

- Provide vehicles at a flat rate (indicate tax amount separately, include all fees, insurance etc.).
- Ensure rental fees remain stable throughout the whole lease period.
- Make submission of an invoice at the end of the service delivery

5. Payment shall be made within 30 working days from day of receipt of Invoice by UNHCR.