**Section II: Schedule of Requirements**

**Terms of Reference (TOR) for the provisions of fully comprehensive & third party insurance.**

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| **Item No** | **UNOPS/ UNMAS minimum technical requirements** |
| 1 | The United Nations Mine Action Service in South Sudan Programme (hereinafter referred to as “UNMAS SS”) is inviting qualified vendors to provide quotations for the provision of Motor Third Party Liability insurance coverage as well as full comprehensive insurance for the UNMAS fleet of motor vehicles and equipment in the Republic of South Sudan.  The vendors are requested to provide quotations based on the items indicated in Annex B (Financial Form), which is normally updated on a yearly basis. It may be noted that description coverage includes both self-propelled and non- self-propelled vehicles (Trailers) that are largely static in nature once they reach their destination. UNMAS prefers that lower rates shall be applicable as insurance is already paid for the self-propelled vehicles (trailers). Vendors are encouraged to quote competitive rates for the different categories of vehicles, both self-propelled and non- self-propelled. UNMAS reserves the right at its sole discretion, to increase/decrease its requirement or down size its operation level of its operation at any or all its locations, whether in total or in part, depending on the operational requirements.  Upon award, UNMAS shall provide to the successful vendor a comprehensive updated list of the UNMAS fleet of motor vehicles to be covered including the registration number, chassis numbers, makes and models. On the basis of this list, the vendor shall issue, once required and requested by UNMAS Procurement Section, **within 5 working days**, either Motor Third party liability Insurance Certificates, or Comprehensive Insurance Certificate, bearing all particular required to the office of the UNMAS Procurement Officer, UNMAS Procurement Section, Republic of South Sudan.  **The Third Party Liability Insurance coverage shall include**:  - Third party death;  - Personal injury and property;  - Damage;  For the purpose of this document, A third party is a person or group of persons for whom the United Nations has no obligation to compensate in the event of service – incurred illness, Injury or death. With regard to Motor vehicle third party liability insurance, the vendor must confirm compliance with the motor vehicles laws/Traffic bill of the Republic of South Sudan. If the local law does not specify any minimum mandatory limits, the vendor shall provide the following minimum limits.   * $10,000 per person in case of bodily injury or death; * $20,000 per accident for bodily injury or death; * $10,000 per accident for property damage;   **The Full comprehensive insurance shall cover:**  Full comprehensive insurance for the individual and the car in case of accident, theft or fire, and third parties are also covered for damages in accidents involving the covered vehicle.  The costs of replacing or repairing our vehicle are covered by comprehensive insurance despite who is at fault in the case of an accident.  The vendor shall provide the following minimum limits under full comprehensive insurance:   * Full material damages or total loss for motor vehicles up to sum INSURED for each; * Third Party/Passenger bodily injury and death limit of USD 10,000 per person per vehicle; * Aggregate limit of USD 50,000 per each insured car or motor vehicle; * Third Party Property Damages – USD 10,000 per each insured car; * Authorised repair limit of USD 1,500 for each car; * Drivers emergency medical limit of USD 1,500; * Theft of parts or the insured cars/motor vehicles; * Effect of ignition and fire; * Malicious damages to the insured cars; * Replacement of windscreen and other declared car accessories of the insured cars; * Recoveries or towing of the insured car from accident site to repair w/shop; * Effect of collusion and overturning of the insured car; * Excess on all claims- shall be at 15% for all assessed claims with a minimum of USD500.00; * Insurance geographical area- all area within the Republic of South Sudan;     The vendor shall further defend and indemnify UNMAS from and against all claims that UNMAS shall become legally liable to pay in the event of any accident  The vendor should note that on occasional cases involving very serious injury it may be necessary for victims to be evacuated to medical facilities outside the Republic of South Sudan If the vendor’s medical advisers consider that medical facilities within the country may not have the capacity to handle those cases. Vendors must confirm in their quotation that they are ready and willing to handle claims including medical treatment of serious accident victims outside the Republic of South Sudan.  In cases where a third party is liable for accident damage to a UNMAS Vehicle, it is desired that the resultant damage costs be recovered from the third parties or their insurers. Vendors shall handle such claims on behalf of UNMAS at no additional cost. Vendors must confirm this aspect in their bid.  The vendors shall be UNMAS’s agent in following up and settling all claims in an expeditious manner not later than 14 working days from the submission of the claims to the vendor. The vendor shall investigate each claim to ensure that claims are reasonable and accurate to the stated claim (death, personal injuries, and/or property damage, loss of income, medical expenses, transportation to medical facilities for medical treatment and follow-up treatment etc. the vendor shall provide UNMAS with the settlement details on monthly bases not more than 15 days after the end of every month. Once a claim is settled, the vendor shall provide UNMAS with a complete declaration of Acceptance and release document signed by the claimant.  The vendor as the agent of UNMAS for settling claims, must be responsive and sensitive to the needs of the third party. The vendor shall make the initial contact with the aggrieved party as soon as an accident/incident is reported by UNMAS. The responsive time is critical and will to a large extent mitigate the impact of the incident/ accident. The vendor therefore has to define their response time in reaching the accident site & contact the affecting third party while responding to the bid. UNMAS expected response time within 12-24 hours after the incident or accident is reported.  It is preferred that the vendor shall have full-fledged offices, in all the ten states of South Sudan, However, at least a minimum of three offices at Juba, Malakal, and Wau (Bentiu if available) must be maintained covering all the ten states. These offices are to be staffed by fluent English and Arabic speaking staff. Vendors are to specify in the bid the number of staff in each office. The office is to be fully authorized and have the resources to settle claims in a timely manner. The offices have good communication facilities, such as emails, fixed/mobile phones etc. and the representative visits UNMAS offices on a regular basis to collect cases and submit relevant reports, when asked by UNMAS.  UNMAS may pay the vendor on yearly basis based on the list of vehicles and equipment insured during the previous year, which is provided to the insurer at the beginning of each year (to be agreed upon signing the contract and should be flexible). Payment of the annual premium shall be within 30 days from submission of invoice.  The vendor shall confirm in the bid document which deductions and incentives are offered under the policy, for example profit sharing, facility and/ or No- claims bonus, theft.  Deductibles are not acceptable. Since the UN is tax- exempt, it shall be taken that the premiums do not include taxes, including indirect taxes and other forms, i.e. 1.8 % of value of the vehicles, stamp duty, controller of Insurance, wond’s stamp, Business union Association and police charges. The vendor must clearly state in the bid document/proposal the premiums are devoid of such inclusions. |

**Delivery requirements and Comparative Data Table:**

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| **UNOPS Requirements** | | **Is quotation compliant?** Bidder to complete | **Details**  Bidder to complete |
| **Delivery time** | Bidder shall deliver the services after Contract signature as stated in the Contract. | ☐ Yes ☐ No | Insert details |
| **Delivery place and Incoterms rules** | Service based on Incoterm DAP at UNMISS Tomping Compound, nearJuba Airport, Juba South Sudan as per Incoterms 2010. | ☐ Yes ☐ No | Insert details |
| **Consignee details** | United Nations Office Project Services  UNMAS South Sudan,  C/o UNMISS , Tomping Coumpound  Juba , Central Equatoria State  South Sudan SS | ☐ Yes ☐ No | Insert details |
| **UNOPS Right to vary requirements** | At the time the Contract is awarded, UNOPS reserves the right to vary the quantity of the goods and associated services specified above, provided this does not exceed +/- [20%] , without any change in the unit prices or other terms and conditions of the RFQ. | ☐ Yes ☐ No | Insert details |

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