

Section II: Schedule of Requirements / Terms of Reference

eSourcing reference: RFQ/2021/22687

Title: Request for Quotation (RFQ) for the Provision of Rental Vehicles for the purpose of transportation services of staff within Kabul and Herat Cities for UNOPS-RSHQ Program.

Description of Service : Request for Quotation (RFQ) for the Provision of Rental Vehicles for the purpose of transportation services of staff within Kabul and Herat Cityis for UNOPS-RSHQ Program.

Duration: 3 Months with possibility of extension subject to contractor's satisfaction and budget availability.

1. Background:

United Nations Office for Project Services ("UNOPS"), RSHQ program is seeking to identify a competent supplier for the provision of rental vehicles with drivers, fuel, and maintenance services across Kabul and Herat provinces. Services will include shuttles of staff between their homes and the office and transportation services for staff members to project sites within Kabul and Herat cities and surrounding areas.

The expected start date is July 20, 2021 and the initial contract will run for the period of 3 months further with possibility of extension until the end of 2021 and based on the budget availability. UNOPS will check and test the vehicles prior to acceptance. Drivers must be experienced, professional, polite and respectful to all passengers, regardless of gender. Drivers must have a valid Afghanistan driving license and a good reference.

2. Description of services:

2.1 The first services are pick up and drops of shuttle services of local staff from their homes and shall drop them to the office (UNOCA Compound located on Jalalabad Road, Police District 9) in Kabul city, Afghanistan. And pick up the staff from their homes with dropping to office located (Guzara District Herat airport Road Pashtun Pol UN HMA Compound) in Herat Province, Afghanistan.

2.2 The Second services are full time use. The vehicles and drivers services to take staff from (either their homes - which are within the cities - or Office) to the project sites within Kabul and Herat Provinces and return them back to the office or home. The vehicles and The drivers will remain with the staff members while at site. These services are required from Sunday to Thursday from morning time to finishing of work time and will take place within Kabul and Herat Cities. The services provider must also be able to conduct driving and vehicles services outside of these working hours including weekends - on the needs basis and should separately cost provision for such 'out of normal working hours' services.

2.3 The service provider is responsible to pick the staff in any of the provincial districts in Kabul and Herat provinces and take them to the office and drop them back home after the official working hour and park the vehicle in the safe location between 08:00 AM to 16:00 PM and also park the vehicles in the safe and lockable place during the night. And the vehicles should not be used for any personal or company purpose

The conditions of vehicles will be checked by the UNOPS transport team before accepting it for the services.

3. Working Hours:

3.1 The working hours are 12 hours per day. Timing to be specified based on the needs of the Project.

4. Working days: Regular working days for the provision of services are Saturday to Thursday (6 days per week).**5. Worksites:**

5.1 The target areas for the project are within Kabul and Herat cities. The service provider shall provide the services between Offices and project worksites within Kabul and Herat cities and surrounding areas as required and directed by the Senior Project Manager and authorized members of the Project Team.

5.2 The service provider should also be flexible in the provision of services on ad-hoc basis beyond these Worksites, solely as per the instructions of UNOPS-RSHQ Project authorities, who will consider the requirements of the project in this regard. Hours may evolve as the project evolves.

5.3 For the transportation of the Team:

- Informing the driver for the trip routes.
- Update the log-book of the vehicles for all the trips with details.
- The vehicles must be available full time for the services at UNOPS-RSHQ, as instructed by the UNOPS-RSHQ team under the leadership of RSHQ Project Manager/Operation Officer.

6. Vehicles Specifications:

6.1 Pickup or equivalent vehicles, fully operational, model 2010 and above soft skin (4 wheel drive not less than four doors), and shall be changed based on UNOPS requirements.

6.2 TOYOTA Corolla or equivalent vehicles, fully operational, model 2007 and above soft skin (4 wheel drive not less than four doors), and shall be changed based on UNOPS requirements.

6.3 The Vehicles should be in a very good condition and will be inspected by UNOPS transport experts.

6.4 Cleared and verified vehicle registration document with most recently registered license plates and a copy of the vehicle valid registration document should be submitted.

6.5 Vehicle is serviced recently and has a standard operating status.

6.6 Active A/C and Heater

6.7 The GPS should be installed in all needed vehicles and that will enable your company to track the vehicle locations. In case the report is needed you need to share it with the UNOPS-RSHQ Project Management Team accordingly.

6.8 The Vehicles overnight parking to be safe.

6.9 The Vehicles should have logbook

6.10 Four new tires and the vehicles should be equipped with spare wheels and standard tool kit, valid annual technical inspection and valid insurance.

7. Payments:

The Service Provider shall provide an invoice monthly rate for the rental vehicles services (including vehicles with drivers). The service provider is expected to cover maintenance costs and fuel. Payments will be made on a monthly basis against the approved log book by the UNOPS-RSHQ Administration Officer or authorized personnel. Shortfalls in the delivery of services for the days by vehicles will be deducted from the monthly payment.

8. Other Conditions:

8.1 The contractor shall make available to UNOPS-RSHQ all requested vehicles and drivers with fuel in accordance with the requirements above.

8.2 The vehicles shall be owned / leased by the contractor; ownership documents / lease agreement has to be provided to UNOPS-RSHQ for verification.

8.3 Subcontracting is not allowed and will lead to immediate termination of the contract.

- 8.4 The contractor shall nominate his full time administrator for UNOPS-RSHQ team as focal point to communicate day to day issues of the services to be provided under this contract.
- 8.5 The contractor shall fulfill the vehicle's maintenance in a timely manner. The contractor has to provide scheduled maintenance and regular check-up plan of the vehicles, taking into consideration that there is no or very minimal disruption to the delivery of services.
- 8.6 The vehicles with drivers shall be made available six days per week. On request, the vehicles and drivers may be available beyond the 6 days per week schedule for weekends and holidays.
- 8.7 A weekly schedule will be provided in advance but exceptional requests may be made for last-minute changes to routes, for which no extra charge shall be incurred. During the period of operation for UNOPS, the vehicles shall carry passengers, and the vehicles with drivers shall carry the required legal documentation and licenses.
- 8.8 The Contractor shall be fully responsible for the operation of the vehicles and ensure that the drivers operate the vehicles in accordance with applicable law. The Contractor shall be fully responsible for payment of salary and other benefits to their drivers as required by the governing labour laws, as well as for paying any fees and taxes incurred by the drivers, including but not limited to fines for traffic violations.
- 8.9 In case of breakdown of a vehicle, the company is responsible for ensuring a timely replacement.
- 8.10 It shall not take more than two (2) hours to provide an alternative reliable vehicle.
- 8.11 In case the driver is unprofessional, disrespectful, late, the contractor shall replace the driver immediately with a more qualified driver.
- 8.12 The contractor shall be fully liable and responsible for the actions of their drivers, and he / she will have to bear the costs and damages that its drivers may bring into UNOPS-RSHQ property or UNOPS Staff's property or any third party, during the term of this contract.
- 8.13 UNOPS-RSHQ shall not be liable for any action, omission, negligence or misconduct of such drivers, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such drivers performing services in connection with this Contract. UNOPS shall have no responsibility vis-à-vis the drivers.

9. The driver shall be:

- Properly trained in the operation and maintenance of the vehicles;
- Licensed for operating a motor vehicles, including for passenger service if available;
- Familiar with local routes and destinations of the below mentioned areas;
- Properly attired during hours of operation (e.g. Wear firm's uniform with identification card, if any);
- Observe at all times basic courtesy to passenger(s), fellow motorists and road authorities;
- Drivers should inspect the vehicles before pick and drop.
- In possession of no prior record of traffic violations;
- In possession of a mobile phone with an active number provided by the Contractor, the contractor must give them a minimum of US\$10 monthly top-up to enable them to perform their duty.
- The driver shall not have a criminal record, nor should it have any links with the terrorists, criminals or any other anti-law elements – the liability for such assurance lies with the contractor.
- 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, behaviour and ethical conduct. UNOPS reserves the right to review the qualifications of the driver before commencement of service, or at any other time during the term of this contract, but shall have no obligation to do so. At UNOPS request, the Driver shall be replaced with another meeting the above conditions within 24 hours after receiving written notification from UNOPS.
- During the period of operation for UNOPS, the driver shall receive instructions solely from the UNOPS authorized passenger(s) and travel the most efficient, safe, secure and non-traffic route to any indicated destination, without deviation for personal or other reasons not associated with UNOPS interests, and without interruption of UNOPS' purposes for the trip.
- The Contractor shall be fully responsible for the vehicle fuel during the contract period; the driver should always have enough money to refill the car fuel tank. The fuel tank shall never be less than half full.
- The Contractor shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicles during the term of this contract, and all costs related thereto, and shall ensure that the vehicles operate properly during the term of this contract. In the event that the vehicles are not able to be used at any of the requested times, including those specified or exceptionally

requested pursuant to the requirements above, the Contractor will provide another vehicle with the same specifications within one (1) hour of the incident which caused the vehicles to be unavailable.

- UNOPS reserves the right to inspect the vehicles before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNOPS opts to inspect the vehicles, such inspection shall be carried out in the presence of the Contractor or the Contractor's designate. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Contractor shall promptly have such work done, at its costs and expense, failing which UNOPS reserves the right to terminate the Contract for cause.
- The Contractor is responsible for any items left in the vehicles by UNOPS passengers. Such items shall be returned to UNOPS promptly upon discovery.
- The Contractor is responsible to provide the vehicle(s) and driver(s) details to the UNOPS responsible person immediately after award of contract for security clearance in order to have access inside the compound (national parking).

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, behaviour and ethical conduct. UNOPS reserves the right to review the qualifications of the drivers before commencement of services, or at any other time during the terms of this contract, but shall have no obligation to do so. At UNOPS request, the drivers shall be replaced with other drivers meeting the above conditions within 24 hours after receiving written notification from UNOPS-RSHQ Project Manager.

During the period of operation for UNOPS, the drivers shall receive instructions solely from the UNOPS-RSHQ authorised passenger(s) and travel the most efficient, safe and secure route to any indicated destination, without deviation for personal or other reasons not associated with UNOPS-RSHQ interests, and without interruption of UNOPS-RSHQ purposes for the trips.

The Contractor shall be fully responsible for the vehicle fuel during the contract period; the drivers should always have enough money to refill the vehicle fuel tank. The fuel tank shall never be less than half full.

The contractor is responsible for the drivers accommodation during the whole time during the contract duration. The contractor is responsible for the provision of lunch to the drivers at his / her expenses.

The Contractor shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicles during the term of this contract, and all costs related thereto, and shall ensure that the vehicles operate properly during the term of this contract. Except in the case of emergencies, the Contractor shall ensure that services and repair does not take place during the hours that UNOPS-RSHQ requires the vehicles, or at any other time that will interfere with UNOPS' purposes for the use of the vehicles. In the event that the vehicles are not able to be used at any of the requested times, including those specified or exceptionally requested pursuant to the requirements above, the Contractor will provide another vehicles with the same specifications within two (2) hours of the incident which caused the vehicles to be unavailable.

UNOPS reserves the right to inspect the vehicles before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event UNOPS opts to inspect the vehicles, such inspection shall be carried out in the presence of the Contractor or the Contractor's designate. If an inspection reveals that the vehicles are not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Contractor shall promptly have such work done, at its costs and expense, failing which UNOPS reserves the right to terminate the Contract for cause.

The Contractor is responsible for any items left in the vehicles by UNOPS-RSHQ passengers. Such items shall be returned to UNOPS-RSHQ promptly upon discovery.

10. Tax Exemption

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 UNOPS to determine a mutually acceptable procedure.

Note: Under no circumstances shall UNOPS be liable for any claims, losses, suits, damages or demands arising out of, or relating to the rental of the said vehicles.