**Section II: Schedule of Requirements / Terms of Reference**

Tender No: RFQ/2021/22809

Description: Rental Car for Barchi Drinking Water Supply Project Site

Project: Barchi Drinking Water Supply Project

Duty Station: Afghanistan (Kabul)

Duration: 4 months with possibility of extension.

Barchi Drinking Water Supply Project (BDWS) project is seeking to identify a competent contractor for the provision of Rental Vehicles services for project monitoring and evaluation survey in Kabul for the period of 4 months period. The intended start date is August 1, 2021 through 30 November 2021.

1. Vehicles Specifications:
   * Corolla or equivalent

* Active A/C and Running Km
* Four wheel drive preferred
* Four new tires and one extra
* Availability of emergency Tool kits/Fire extinguisher improvised
* Plate No must be -5 generally well condition

1. Working Hours and Approved Route.

* 6:30:00 AM up to 07:00 PM
* The team will monitor and survey/evaluate the project site during 4 months in Kabul.

1. For the transportation of the Team

* Pick and drop of staff from home to site and to office (or do as asked by the PM)
* Routine schedule submitting by PM to driver
* Update the log-book of the vehicle for all the trip with details
  + The BDWS Project will cover whole Kabul. (as required)

1. The company shall provide the Corolla or equivalent model 2006 (or newer)- soft skin vehicle, fully operational, on date and place, which will be notified after the contract award.
2. Other Conditions:

* The Owner shall make available to UNOPS a vehicle and driver in accordance with the requirements above.
* The vehicle and driver shall be made available on request normally during working Sunday to Thursday between the hours of 6:30:00 AM and 07:00 PM. A weekly schedule will be provided in advance but exceptional requests may be made for operation outside normal hours, for which no extra charge shall be incurred. During the period of operation for UNOPS, the vehicles shall carry passengers or goods authorized by UNOPS.
* The Contractor shall be fully responsible for the operation of the vehicles and ensure that the driver operates the vehicles in accordance with applicable law. The Contractor shall be fully responsible for payment of salary and other benefits to its driver as required by the governing labor laws, as well as for paying any fees incurred by the driver, including but not limited to fines for traffic violations. UNOPS shall not be liable for any action, omission, negligence or misconduct of such driver, nor for any costs, expenses or claims associated with any illness, injury, death or disability of such driver performing services in connection with this Contract. UNOPS shall have no responsibility vis-à-vis the driver.

1. The driver shall be:
2. Properly trained in the operation and maintenance of the vehicles;
3. Sufficiently experienced with at least three years of experience as a driver;
4. Licensed for operating a motor vehicles, including for passenger service if available;
5. Familiar with local routes and destinations of Afghanistan;
6. Properly attired during hours of operation (e.g Wear firm’s uniform with identification card, if any);
7. Observe at all times basic courtesy to passenger(s), fellow motorists and road authorities;
8. In possession of no prior record of traffic violations; and
9. In possession of a mobile phone with an active number provided by 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 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 and secure 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 contractor is responsible for the driver accommodation during the whole time during the contract duration.
* 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 operates properly during the term of this Contract. Except in the case of emergencies, the Contractor shall ensure that service and repair does not take place during the hours that UNOPS 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 is 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 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 vehicles 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.
* 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.
    - Accordingly, the Contractor authorizes UNOPS to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNOPS before the payment thereof, and UNOPS has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNOPS with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.
    - In case of breakdown of a vehicle, the company is responsible for ensuring a timely replacement. It shall not take more than 1 (One) day to provide alternative reliable vehicles
    - 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.

**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.