

Annex A: Terms of Reference

1. Background

Transportation is a very important component in delivery of humanitarian assistance to respond the need of millions of Internally Displaced People (IDP) and returnees as well as the refugees in many parts of Iraq. UNHCR delivers such assistance in partnership with Governmental and Non-governmental organizations as well as International Non-Governmental organizations. To provide effective transportation service to a large number of its Partners across Iraq to meet their daily transportation needs, UNHCR intends to establish frame agreements for an initial period of two (2) years, with possibility for extension for a third year with qualified companies who are capable to meet the transportation needs of UNHCR Partners' staff.

While users of the transportation service will be the employees/staff of UNHCR's Partners, the frame agreements will be signed between the selected vendors and UNHCR who will also process payment to the selected transport companies.

2. Details required from vendors:

The Contractor shall own or have access to required Transportation means in quality and quantity to meet the requirement. If the Contractor does not own Transportation means, it must possess valid contracts with owners of the means to establish its capacity. The Contractor must have other equipment including office equipment and Transport peripherals, premises facilities and qualified manpower with sufficient expertise to meet the requirements of the UNHCR. The successful Contractor that will be contracted to serve the needs of the UNHCR shall provide the following documents to meet the UNHCR Terms:

Details/Documents:

1. Name of Company/Firm
2. List and Numbers of Owned Vehicles as per Annex A1 vehicles requirements
3. Year of establishment and work experience of company: at least two credible past contracts provided to two different organisations.
4. Name and contact details of focal person(s) including e-mail and telephone numbers
5. Organizational profile of the Company/Firm/ management structure and financial management
6. Copy of the registration certificate and insurance certificates.
7. List of clients

3. Scope of Work

- The selected companies would provide vehicle rental service including fuel with drivers to UNHCR on an as and when needed basis. It is a 'turn-key' solution. The service to be provided by the companies should be ready for UNHCR to use, all-inclusive service.

- Annual estimated number of vehicles covering Iraq is **295 vehicle**, as per annex B. This may change up or down depending upon the actual requirement.
- Average distance per 1 vehicle per 1 day is a minimum of 75km.
- Firms that fulfil the following terms and conditions can apply.

4. Requirements of Vehicles:

The vehicles provided to UNHCR must:

- The vehicle should be in excellent condition with year of manufacture not older than 2015 model.
- The engine capacity of the vehicles may range from 1300CC, 1000CC and 2400 to 3000CC depending on the type of the vehicle required.
- Each vehicle provided should be registered with complete toolkit, including but not limited to spare wheel, wheel change kit, battery jumper cable, First Aid Box, functional Seat belt (front & rear) etc.
- The vehicle must be equipped with air-conditioning (hot and cold) system.
- The vehicle should be provided with insurances, insurance against physical damages and third-party.
- In case of visits to remote areas, vehicles must have space to carry extra fuel.
- List of needed vehicles is attached. Technical offer should indicate model, make, year of manufacture, odometer and any other relevant information. The bidder is responsible to keep the vehicle in good condition and make sure that regular maintenance is done in due course. Responsibility to repair & maintain the vehicles in good condition at all times remains with the company.

5. Replacement of Vehicle in Case of Breakdown: (response time)

The company will be responsible to ensure that the cars provided to UNHCR are fully maintained and are physically in absolute good condition & fit for travelling. However, in an event that a car breaks down, the company **MUST** arrange for its immediate replacement without delays within 2 hours. In case of remote site/area, reasonable travel time (not more than 12 hours) will be allowed to the company. Failure to send the replacement may lead to imposition of liquidated damages.

6. Fuel & drivers:

The bidding company proposal and prices should include provision vehicles, fuel, driver, driver salary, repair & maintenance, insurance, all inclusive.

7. Taxes:

The bidding company must be registered with tax authorities. The company must attach a copy of registration. Tokens and related taxes of vehicles must be paid up to date. All the payments shall be inclusive of all applicable taxes as per Government rules.

8. Drivers:

The following conditions for the engaged drivers with the vehicle must be ensured:

- Drivers must have valid and appropriate Iraqi driving license for the type of vehicle.
- Drivers must have a minimum five (5) years of relevant driving experience.
- Drivers must be educated enough to read and write English and Arabic or Kurdish.
- The drivers must follow the Iraqi traffic law, in case of receiving fines as a result of not following the law, it cost is to be borne by the company.
- The drivers must be familiar with the local routes and traditions/customs/language of area of travel.
- The duty will require the drivers to work five (5) full working days of 8-10 hours per day.
- No off days/holidays will be allowed in case of weekly and monthly hiring for the field. But this will be subject to approvals before proceeding on leave by the driver. In case, while on duty with UNHCR a driver needs to proceed on leave, the company will provide immediate replacement fulfilling conditions of engaging the driver
- The company will ensure that the driver is fully conversant with the destination locations/ areas before embarking on the journey.
- The company will be responsible for the behaviour/actions of the drivers and will be responsible to provide the immediate replacement in case of complaints/misconduct.
- The company must ensure the physical fitness of the driver
- The bidding company shall be responsible for the eye sight test of their respective drivers.
- The driver must possess a mobile phone with sufficient credit at all times to ensure communication.
- The firm should also have a mechanism/policy to curb sexual harassment and abuse of authority.

9. Travel Allowances & Accommodation:

- UNHCR will not provide any travel related allowance, accommodation or boarding and lodging arrangements to any driver. This will be the sole responsibility of the company.
- The self-arranged accommodation for drivers should be within 3 kilometres of the stay of the UNHCR Partner's employees.
- The selected company shall be responsible for any damages or misuse of vehicle during travel or after release of duty from the traveller. UNHCR takes no responsibility to damage or loss of vehicles during the whole contract period.

10. Log Book:

- The company driver must maintain a logbook on daily basis with mileage, locations and passengers' names.
- The daily travel must be signed by UNHCR Partner's employee in the log book.
- These details must be provided to UNHCR along with invoice.
- No invoice shall be entertained without copy of duly signed logbook. (log sheet must be signed by Partner's passenger, and kept updated all the time)

11. Areas of Service:

The areas of service include entire Iraq, with extensive travel to the most remote areas of Iraq (especially Mosul, Senjar, Kirkuk, Sulaimaniyah, Dohuk, Basra, Al Anbar, Diwaja,.etc.).

12. BID Validity:

Offer shall remain valid up to 90 days from the date of Opening

13. Amount of BID Security:

USD 5000 MUST be submitted with the technical order in the form of bank guarantee or good for payment cheque made out in the name of UNHCR, issued by any bank of Iraq. Copy of bid security must be added with technical bid.

The bid security will be forfeited if the bidder withdraws their bid after closing of the tender and before the expiry of bid validity period or fail to sign contract agreement if the bid is accepted.

14. Performance Security:

The successful company will be required to deposit a 10% performance bond in the form of bank guarantee or good for payment check in the name of UNHCR issued by any bank of Iraq.

15. Advance Payment.

No Advance Payment will be made by UNHCR.

16. Firm Security

- The firm providing service shall be responsible for the security of the driver, vehicle or any other items coming along with the rented vehicle;
- UNHCR will not be responsible for any loss, damage whatsoever due to security risks, negligence of driver or otherwise, unless such damage or loss is directly attributable to UNHCR.
- UNHCR promotes no arms/ammunition policy, therefore no arms/ammunition will be allowed during business with UNHCR';
- The vehicle under use by UNHCR will only be strictly used for UNHCR Partner's Staff official use. No lifts to be entertained to any one that is not an authorised representative of UNHCR Partners and on official duty.

17. Payment Mechanism:

- A single monthly consolidated invoice of completed travels, along with complete details of each travel duly signed by UNHCR Partner's employee, traveling in the vehicle, shall be issued to UNHCR;
- No payments shall be made without the detail of travel duly verified by UNHCR Partner's responsible person.
- Payment will be through bank transfer and within 30 days of submitting the invoice.

18. Term of Agreement:

The term of the contract awarded to successful bidder(s) shall be valid for the period of two year, extendable for a third year with mutual consent.

19. Mandatory Evaluation Criteria:

SN	Criteria	Pass/Fail
Mandatory: <i>failure to comply with will disqualify the bidder from further evaluation.</i>		
A	Company registration certificate (in vehicle rental domain)	Yes/No
B	Confirmation that the vendor meets all requirement of UNHCR as per the TORs. (i.e. letter)	Yes/No
C	Submission of List with total number of owned vehicles with following details: <ul style="list-style-type: none">- Type of vehicle, make, year of manufacture, odometer at the time of submission, and any other relevant information.	Yes/No
D	Minimum 2 years of experience in vehicle rental service	Yes/No
E	Submission of Bid Security	Yes/No

Misuse and Seizure of Vehicles

21. It is the sole responsibility of the selected vendor to inform UNHCR of any abuse or misuse of vehicles provided under the frame agreements. Should any of the UNHCR's Partners or any of its employees/staff seize or hold any vehicles provided by the selected companies under the frame agreement, the selected vendor must immediately report the case to UNHCR. UNHCR will advise the selected companies of any situation when the provision of transportation service to its Partner(s) is to cease.

CERTIFICATE

We, guarantee to provide the vehicles exactly in accordance with the requirements specified in the Invitation to bid and the attached TORs

Authorize Signature of Tenderer _____

Name & Designation: _____

Address: _____