

RFQ/HCR/SO/MOG/04/008

**Annex A: Terms of Reference (ToR) for Provision of Transport (shuttle) Services
UNHCR Representation for Somalia**

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 Somalia operation. UNHCR intends to establish frame agreements for an initial period of 1 year, with possibility for extension for one additional period of two years (1+1+1) with qualified companies who are capable to meet the transportation needs of UNHCR staff. While users of the transportation service will be the employees/staff of UNHCR, the frame agreements will be signed between the selected vendors and UNHCR in Somalia.

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 will be contracted to serve the needs of the UNHCR in Mogadishu, Somalia.

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 similar work experience of company: at least two credible past contracts provided to two different organizations, preferably UN.
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, if any.
7. List of clients

3. Scope of Work

The selected companies would provide vehicle rental service including fuel with drivers to UNHCR as and when needed. It is a 'turnkey' solution (end-to-end solutions) deployed throughout a business process). The service should be all-inclusive service.

- Number of required vehicles are 10, others may be required on need basis.
- Company to introduce Full time vehicle and driver details for required office.
- Meant for daily business e.g., working hours: 7:00 am to 5:00 pm or as agreed by the parties.
- Firms that fulfil the following terms and conditions can apply.

4. Requirements of Vehicles:

Service provider must provide vehicles meeting the following conditions:

- The vehicle should be in excellent, road worthy condition
- Vehicles should be min 2WD, 4 door capacity.
- 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.
- 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 allowances, 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 Somali 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 Somali and English.
- The drivers must follow the Somali 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.
- No off days/holidays will be the responsibility of the company and 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 behavior/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 eyesight 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 kilometers of the stay of the UNHCR employees.
- The selected company shall be responsible for any damages or misuse of vehicle during travel or after release of duty from the traveler. 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 employee in the logbook.
- 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 UNHCR's passenger, and kept updated all the time)

11. Areas of Service:

The areas of service include Mogadishu and surrounding areas within 30km radius.

12. BID Validity:

Offer shall remain valid up to 180 days from the date of Opening

13. Advance Payment.

No Advance Payment will be made by UNHCR.

14. 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 Staff official use. No lifts to be entertained to anyone that is not an authorized representative of UNHCR staff and on official duty.

15. 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.

16. Evaluation criteria:

NO.	CRITERIA	Mandatory Pass/Fail
1	Copies of company of valid License/registration Certificate (from relevant Federal Government of Somalia (FGS) including clearance within AAIA.	
2	Valid VAT Registration or Tax Compliance Certificate from FGS	
3	Company Profile and structure/chart.	

4	Previous and Relevant Experience with UN/UNHCR/INGO for suchservice (documentary evidence should be provided): - Evidence of at least Two (2) years contract or purchase Order (PO) for provision of Vehicle rental services. Attach contracts or POs for evidence.	
5	Fleet Size/Capacity: - Attach proof of ownership documents and/or hire agreements (min 10 vehicles required).	
6	Company/Owner Financial statements from the past 2 years.	
7	Sign and submit Annex (D): UNHCR's General Conditions of Contracts for theProvision of Services.	
8	Sign and submit Annex (E): UN Suppliers code of conduct.	
9	Filled and submit Annex (F): UNHCR Vendor Registration Form.	
	PASS/FAIL	

17. NOTE: Only offers receiving a pass in all mandatory criteria will be considered for further evaluation:

18. Misuse and Seizure of Vehicles

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 vehicles assigned to UNHCR be seized or held by any authority, 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 Staff/employee is to cease.