

## Section II: Schedule of Requirements

### TERMS OF REFERENCE

Description of Service :	Rental of one 4x4 Toyota or equivalent SUV with driver services
Project :	LFA Papua New Guinea, UNOPS
Duty Station :	Port Moresby, Papua New Guinea
Section/Unit :	UNOPS, Papua New Guinea
Duration :	1 August – 31 December 2017

#### 1. Vehicle Specifications

- a. The supplier shall provide the UNOPS LFA program in Papua New Guinea with a 5 door vehicle (Toyota or equivalent), 2008 model or later, preferably of white or light blue color;
- b. The car should be petrol or octane driven;
- c. Clean inside and out and free from unpleasant odours;
- d. Road-worthy and in good condition;
- e. Equipped with necessary safety items, including fire extinguisher, seat-belt restraints, spare tire, mechanical jack and basic hand tools;
- f. Air conditioning & heating systems must be functional with cold and hot air system.
- g. Compliant with applicable insurance, safety or other motor vehicle requirements;
- h. Registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance with wide coverage. In the absence of such services in-country, an equivalent or alternative service must be proposed to ensure minimal exposure of staff on the road;
- i. Registered for operation during the period of his Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law; and
- j. Original vehicle registration, driver's license and other documentation should always be available in the vehicle being rented (in case of checkpoints, etc.)

#### 2. Working Hours and Approved Route

- a. The vehicle shall be available on request Monday to Friday between the official business hours of 0800 and 1700; but exceptional requests may be made for operation outside normal hours for which no extra charge shall be incurred for the car except driver's overtime cost.
- b. During the period of operation for UNOPS, the vehicle shall carry passengers or goods authorized by UNOPS.
- c. Vehicle rental service to include only geographic transportation coverage for Port Moresby and surrounding areas.

### **3. Budget and Contract Modality**

The RFQ intends to establish a Blanket Purchase Agreement (BPA) for a period of seven (7) months not to exceed 44,000 PGK.

### **4. Payment and Requests for Service**

- There will be no obligation to order a minimum or maximum quantity of service;
- Rental services are to be provided upon written e-mail request;
- A trip log in which mileage, start and end time of service, driver name etc. is to be maintained. The format of the trip log is to be agreed upon by both parties and the log must be certified at end of trip by UNOPS;
- Payments will be made upon the submission of an invoice, together with trip log, on a monthly basis.

### **5. Special Conditions**

- a. The vehicle and driver shall be made available on request normally during working days from Monday to Friday between the hours of 0800 and 1700. 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 for the car except driver's overtime cost. During the period of operation for UNOPS, the vehicle shall carry passengers or goods authorized by UNOPS.
- b. The Contractor shall be fully responsible for the operation of the vehicle and ensure that the driver operates the vehicle 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.
- c. The driver(s) shall be:
  - Properly trained in the operation and maintenance of the vehicle;
  - Sufficiently experienced, with at least five years of experience as a driver;
  - Licensed for operating a motor vehicle, including for passenger service if available;
  - Familiar with local routes and destinations;
  - Properly attired during hours of operation;
  - Observe at all times basic courtesy to passenger(s), fellow motorists and road authorities;
  - In possession of no prior accident records; and

- 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.

- d. 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.
- e. The Contractor shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of this Contract, and all costs related thereto, and shall ensure that the vehicle 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 vehicle, or at any other time that will interfere with UNOPS' purposes for the use of the vehicle. In the event that the vehicle is not able to be used at any of the requested times, including those specified or exceptionally requested pursuant to 3 a) above, the Contractor will provide another vehicle with the same specifications within two (2) hours of the incident which caused the vehicle to be unavailable.
- f. UNOPS reserves the right to inspect the vehicle 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 vehicle, 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.
- g. The Contractor is responsible for any items left in the vehicle by UNOPS passengers. Such items shall be returned to UNOPS promptly upon discovery.
- h. Third party liability insurance required and shall include coverage for all passengers including UNOPS personnel and other authorized passengers.

**i. Insurance and Liabilities to Third Parties:-**

- The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- The Contractor shall, upon request, provide UNOPS with satisfactory evidence of the insurance required under this Contract.

**j. 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.

**k. Anti-Terrorism:**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNOPS funds received pursuant to this Contract are used to support and that none of the Contractor's employees provide support to individuals or entities associated with terrorism according to the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

