



TERMS OF REFERENCE FOR VEHICLE HIRE

Background:

The WHO representation in South Sudan would like to avail vehicle hire service with one or more business firm. The vehicle hire service is required for local duty within Upper Nile, Western Bahr el Ghazal, and Northern Bahr el Ghazal, Unity, Warrap, Jongeli, Lakes, Central Equatoria, Eastern Equatoria and Western Equatoria States for field trips to project areas within these states. See specifics below:

1. MANDATORY REQUIREMENTS:

- 1.1 Notarized and/or authenticated copies of (i) the certificate of registration of the bidder's firm or company; (ii) Social Security and National Insurance Trust (SSNIT) Clarification, internal Revenue Income Tax Clarification Certificate and Labour Certificates; Operation Licenses from both the national and states governments.
- 1.2 Total value of similar work executed in each of the last two (2) years.
- 1.3 List of vehicles, type, brand and year of manufacture in each county listed in financial proposal.
- 1.4 Number of contracts for works of a similar nature and comparable value to the contract or of a higher value executed by the bidder during the last five (3) years, and a statement of the value of each contract and the name and address of the employer in each case.
- 1.5 Detail of works currently being executed by the bidder and of works which bidder is contractually committed to execute, but not yet commenced, including the value of each contract and the equivalent thereof in local currency and the name and address of the employer in each case
- 1.6 Qualifications of key personnel.
- 1.7 Past experiences with UN Agencies, Funds and Programs International Organizations could be considered as an advantage
- 1.8 Logbooks for the vehicles and the copy of third-party insurance should be provided by the companies

2. EVALUATION CRITERIA:

- 2.1 The Bids received will be evaluated against the mandatory requirements. Pass/Fail methodology will be used to evaluate each one of the mandatory requirements. Failure to comply with any of the mandatory requirements will result in disqualification of the bid. WHO further reserves the right to consider, and disqualify firms based on, documented prior poor performance, including but not limited to poor quality of goods or services provided, late delivery and unsatisfactory performance. The contract will be awarded to the most competitive offer that complies with the technical specifications as laid out by the mandatory requirements.
- 2.2 WHO reserves the right to engage more than one company for the implementation of this contract. WHO during the evaluation process and prior to award of each LOT, reserves the right to award any number of LOTs, to any qualified company, dependent on that companies' capabilities to provide the said services



3. OBLIGATIONS OF CONTRACTOR DURING CONTRACT PERIOD

During the term of this Contract, the contractor shall ensure that all vehicles are legally registered in accordance with the law and regulations of REPUBLIC OF SOUTH SUDAN and shall ensure that all mechanical and other certifications are valid.

The contractor shall notify WHO focal person immediately in the event that vehicle is damaged while transporting WHO staffs and items, and upon which the contractor is to then provide a suitable replacement vehicle and cross-load the staffs/items at their own cost, before the start of the next day's operations for the completion of the car rental Services.

The contractor shall not perform any work or provide any items or supplies or perform any other Transportation Services which may result in excess of the amount stipulated, without the prior agreement of the WHO focal point.

The contractor shall provide all technical and administrative support needed in order to ensure the timely and satisfactory completion of Services in accordance with the contractor.

The contractor shall provide during course of the contract the vehicles in good repair and Condition, and shall provide all legally registered drivers if needed, responsible for the licensing, registration, fuel, security measures, lubrications, and consumables required for the service requested as a result of this tender.

4. TRANSACTIONS:

The contractor is responsible for the acquisition, licensing, registration, insuring and issuance the vehicles.

The contractor will take the responsibility to provide food, water, accommodation and other necessary needs for their drivers during the services.

5. SINGLE POINT OF CONTACT (POC):

The Contractor shall designate supervisors to monitor smooth running of rental cars activities at Juba and in other state levels.

6. INSURANCE/LIABILITY:

The contractor shall provide third party liability insurance covering the operation of the vehicles for purposes of provision of rental car services and shall process any claims in accordance with the insurance procedures. Evidence of insurance shall be requested by WHO at any time.

7. DRIVER'S LICENSE:

It is the responsibility of the contractor to provide a qualified driver for each vehicle and the driver must have a current South Sudanese driving license and ID card.

WHO reserves the right to reject any vehicle that is not compliant with the requested specifications i.e. driver's driving capabilities, pack-up tonnage or safety. In cases where WHO rejects the proposed vehicle(s) the vendor must replace the said vehicle(s) immediately.

8. VEHICLE PROPER DOCUMENTATION:

All vehicles provided for this service must have proper and current licenses from the government of South Sudan allowing unrestricted access and ease of movement. In case of any dispute between the driver and the police, the vendor has the responsibility to settle it at its own cost; if not possible the company is obliged to replace the vehicle with another which will enable WHO to continue with its operation.

9. GENERAL DESCRIPTION OF USE FOR VEHICLES:

WHO may request the service providers to prepare the vehicles twenty-four (24) hours in advance for renting purposes without any additional cost.

WHO may request the service providers to provide the vehicle registration numbers and drivers' names twenty-four (24) hours in advance without any additional cost as per requests of South Sudan Police or other concern people to prepare the security escorts.

10. CONTRACT MANAGEMENT:

The Contractor will receive a Signed Vehicle Rental Request Forms VRF that clearly states the number of vehicles, vehicle type and number of days' service required to mobilize in each state, on the dates stated on the VRF. This VRF will include the maximum number of days that will be required to leave location A, reach location B and return back to Location A.

Only the days when the vehicles have rendered services will be paid. In case the days when the services have been rendered exceeds the maximum days specified in the requisition, the Contractor shall obtain prior approval in writing by the Contract Manager in WHO.

The Contractor shall be required to provide along with the monthly invoices the signed PO. The invoices shall be supported by the signed VRF and log-sheets. The Contract manager will verify the invoice and submit it internally in WHO for payment after ascertaining that services have been satisfactorily received. Failure to provide the required supporting documentation may either delay or cancel any payments sought by the Contractor.



11. PAYMENT

The Contractor shall submit monthly invoices for the Services performed and attach the approved vehicle request Forms and or signed log-sheets.

WHO shall pay the Contractor monthly in arrears upon the submission of the original invoices and one copy for the appropriate amount by the Contractor, duly authorized by the appropriate WHO representative together the respective VRFs and or log-sheets.

12. SERVICE TIMETABLE:

The contractor shall supply a rental car service when requested and on twenty-four (24) hour on-call basis as per WHO request.

The contractor shall be at the named WHO office before 8:00 am (0800 hrs.) of the said day of required services or at a mutual agreed hour

The contractor is to arrive at requested destination prior to 6.30pm (1830 hrs.) unless agreed otherwise by the authorized WHO representative.

13. VEHICLES CONDITIONS:

WHO shall inspect each vehicle prior to engaging in services to ensure that a safe transportation setting is maintained. Each should comply with the following stipulated conditions (as a Minimum):

- Furnished with a full set of tyres as per South Sudan regulations to provide a safe transportation environment (and two (2) spare tyres);
- Furnished with clean and new tarpaulin/s (to cover materials) for the Pick-up.
- Furnished with spare wheel/s, jack and tools to be able to minimize the time stationary whilst changing flat tyres;
- Left Hand / Right Hand drive as per South Sudan regulations to provide a safe transportation environment.
- All lights (Head / Tail / Side) are working as per South Sudan regulations to provide safe transportation environment.
- The AC must be working well.
- Internal of the vehicles should be furnished well including the doors and windows.



14. SCHEDULE MAINTENANCE COST:

The contractor shall keep the vehicles in good repair condition and shall bear all costs associated in provision of fuel, security measures, lubrications and consumables items.

15. SECURITY:

Transporting of WHO staff to/from location A, B and A, to states at this present time does not need security escort, however, if the security situation deteriorates security escort will be provided by UNMISS and GOSS. The contractor shall accept full responsibility including security of all vehicles supplied including security of the drivers. The contractor will be liable if any security incidents occur that has a relation to its drivers or vehicles.