**TERMS OF REFERENCE FOR SERVICE CONTRACTING**

**Assignment**: Salon Cars, 4X4 SUV-Vehicles, Super Custom, Truck for moving of offices and Driver Rental Services

Location Khartoum/Gedaref

Duration The contract(s) shall be for an initial period of 12 months from the date of signature, with the option to renew for another 12 months upon confirmation of contractor’s satisfactory performance

Reporting to Supply Chain Manager

1. **JUSTIFICATION/BACKGROUND**

IRC Sudan is planning to contract a reputable vehicle hire company to provide transportation services for its staff within Khartoum and the field office of Gedaref. The successful service provider shall perform the required services in line with IRC Sudan standards and shall follow all applications and directives as identified by this ToR. The transportation services include:

**Core Services**: These include provision of vehicle and fixed driver rental or hire services on weekly or monthly basis, quarterly, bi-annual and annual basis, as well as ad-hoc drivers & cars on daily and weekly basis when the office has a large demand for transport service.

**Ancillary Services**: Other transportation services should be available upon IRC request, and involve point to point transfer services as follows:

-Transportation services from Khartoum to Gedaref and back

- Transportation services within Khartoum

-Transportation services within Gedaref

2. **OBJECTIVE AND TARGETS**

To provide transportation services to IRC country office and field sites on fixed basis, on ad-hoc basis, and on point-to-point basis. Such transportation services include either travel to the field program areas with no overnight stay outside Khartoum, or regular transportation for the staff to attend meetings inside the city of Khartoum and point to point transport services for IRC travelers to program areas within Khartoum when required.

3. **SCOPE OF THE WORK (WORK ASSIGNMENT)**

The service provider is expected to provide the following services:

Vehicles hire services on daily, weekly, monthly, quarterly, bi-annual and annual basis. All rented vehicles should have comprehensive insurance coverage and GPS tracking system. The ad-hoc rented vehicles for short periods such as daily to weekly should be supplied with fuel by the service provider (if possible).

Drivers rented on daily, weekly, monthly, quarterly, bi-annual and annual basis. The drivers should be appointed on long term contract basis and should receive their monthly salary along with benefits such as the social security, medical insurance plans.

Point to point transportation services as explained in the ancillary services and short term rented drivers and vehicles: Such services should include the driver, the vehicle and fuel cost.

All vehicles should be maintained and cleaned by the successful service provider on regular basis.

All drivers should be monitored by the service provider for their driving behaviour, speed acceleration, harsh braking, and drugs use, criminal records. IRC does not accept drivers with criminal records.

All drivers will be required to complete on daily basis the vehicle’s log- book or log sheet which include the destination, the date, the name of the driver, the car plate number, the start and end time per trip and the mileage.

Provision of standard uniform to the appointed drivers. All drivers must comply with the standard company’s uniform on daily basis with no exception.

**4. EXPECTED DELIVERABLES**

**4.A The car and driver rental services must include the following:**

All vehicles assigned to IRC should be in excellent condition. The assigned vehicles should have manufacturing year of 2016 and onwards. IRC is not liable for the maintenance of the company’s vehicles. The vehicle hire company will be responsible for its vehicles’ maintenance and cleaning services.

All vehicles and drivers should be tracked through the GPS tracking system for their movement, location, speed, driving behaviour including the speed acceleration and harsh braking.

The vehicle hire company is expected to complete a vehicle logbook on daily basis indicating the date of the trip, start/end mileage, driver name, passenger's signature. The log sheet needs to be verified by IRC representative on daily basis.

The vehicle hire company's drivers and vehicles will be the liability of the company. IRC is not responsible in case of accidents.

The vehicle hire and driver are expected to provide comprehensive insurance coverage during the period of the awarded contract with IRC. IRC will not be held liable in case of accidents.

Travel to the field outside the city of Khartoum, will be part of the driver’s daily assignment or as required.

The company is required to inform IRC within 48 hours in advance in case of a change of the driver or vehicle assigned to IRC account.

The service provider shall provide car and driver rental services only when requested by IRC Supply Chain Manager who is directly in charges of transport services. The services shall be based on written instructions by official email by IRC transport section.

The service provider shall provide qualified personnel to accomplish the work required by this contract. The service provider’s drivers must read, write, speak and understand English. It is the company’s responsibility to ensure that all contract employees are qualified to perform the specified job task.

Use of Alcoholic Beverages/Drugs: The use of alcoholic beverages or illegal drugs by service provider’s personnel, while on duty, is strictly forbidden. The contractor shall immediately remove and replace employees who are under the influence of alcohol or drugs.

The service provider shall provide cars with comprehensive insurance coverage (including drivers). This is considered a mandatory requirement, where non-compliance will result terminating the contract.

Should the successful service provider be unable to provide the services required by IRC within 2 working days of contract commencement or during the course of contract, IRC shall have the right to procure services from the market and any additional expenses associated with this action will be borne by the service provider. This is considered a mandatory requirement, where non-compliance will result in terminating the contract.

The service provider undertakes sole responsibility for taxes and any other charges of public nature, which are or may be assessed in future against the service provider.

Personnel acting on behalf of the service provider shall not be entitled for any benefit, payment, compensation or entitlement except for as provided to the service provider by this agreement.

The services rendered by the service provider must be performed in full consideration to the confidentiality and secrecy.

**4.B-Driver Qualifications & Entitlements**:

The assigned drivers to IRC account must have the following:

At least 4 years of driving experience in driving passengers with knowledge of the local traffic rules and knowledge of the different locations inside Khartoum and Gedaref. IRC has the right to disapprove any driver who is found disqualified to provide such services.

Clear Criminal history, clear alcohol records, clear drugs records and clear sexual harassment records. IRC has the right to request proof of such records and has the right to interview the driver.

Good knowledge reading, writing, and speaking English as a second language.

The driver must be a Sudanese National with a national ID and should have a valid driving of at least Class B, CM, DL driving license from Ministry of Interior or its licensed provider or authority.

Must have at least two years’ progressive accident-free driving experience. The driver must also be professional and disciplined.

Must possess basic technical and regular maintenance knowledge of vehicles.

The driver must maintain high standards of personal hygiene and must wear uniform during the working hours. The driver must be equipped with mobile phone and sim card provided by the service provider

**4.C Driver Responsibility: The assigned drivers will be responsible for the following:**

The driver will report to the IRC transportation focal point on all operational issues related to their day-to-day duties.

The driver must complete the daily logbook detailing the grant codes, locations visited, the names of the passengers and their signatures, the dates of the trips, the start and end odometer and the mileage, signed by IRC focal point or project staff.

The driver must comply with the traffic laws, IRC will not be responsible for any damages to the rented car that results from the driver's noncompliance to the traffic laws.

The driver will not discuss his movement details with any third party that is not related to IRC.

The driver to follow IRC code of conduct (to be shared upon awarding the contract)

Driver will not smoke in the car, no accelerate the speed or harsh brake. The driver should not leave the vehicle motor open when the vehicle is not moving.

The driver shall be present at IRC at 8:00 AM or such a time as will be communicated; to be prepared for his daily assignment.

**IRC Responsibilities:**

IRC will provide a contact for the fleet focal person who will be the primary point of contact and in charge of managing the day-to-day transport services and request additional drivers and vehicles on ad-hoc basis.

All requests for ad-hoc daily and weekly drivers should be presented through an official email sent at least 24 hours in advance.

**5. QUALITY CONTROL & PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS**

**5.A The performance evaluation will be based on the following criteria:**

-The turn-over of the assigned drivers: the frequency of the change in the assigned personnel.

-The accuracy of the monthly invoices, LOG sheets and logbooks.

-The speed in responding to IRC emails, requests, and feedback.

-The company’s monitoring system of its drivers’ behavior.

-Inability to provide services either due to vehicle breakdown or drivers being absent.

-The condition of the vehicles assigned to IRC account.

-The level of training provided to its assigned personnel.

-The company’s control measures over its assigned drivers including their commitment to IRC working schedule.

-The company’s compliance with the Ugandan labor law.

**5.B Frequency of performance reviews:** Performance reviews to be carried out on periodical basis, once to four times per year, to measure the quality of the services and the company’s performance as well as review the company’s comments on any challenges that may arise during the contract period.

**5.C Quality Control:** The service provider shall establish and operate to monitor on a regular and continual basis the quality of services provided to IRC. These procedures shall include a self-inspection system covering all the services to be performed under the contract and shall include a method for monitoring, identifying and correcting deficiencies in the quality of service furnished to IRC.

IRC shall be notified of any deficiencies found and corrective action taken.

**5.D Vehicles Tools and Safety Measures**: The service provided must ensure that the assigned vehicles to IRC account must include all safety measures and tools to ensure its safety function. Such tools and measures include but not limited to the following:

-Air conditioning

-Spare wheel tire and good tires.

-Standard tool kits (including jack and bolt wrench)

-Safety Triangle

-Fire Extinguisher

-Air Pump

-Air bags

-Seat belts

-Sufficient leg space for every traveler

-First Aid kit

-Valid comprehensive insurance

-Valid registration documents or proof of ownership of the vehicle

**6. REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED**

The successful service provider must be committed to providing the pool of drivers and vehicles on long term fixed periods of monthly to annual basis and on short term periods of daily to weekly basis.

All vehicles must be maintained on systematic basis to ensure there are no disruption to the services.

The company must have a system to retain the high performing drivers and therefore minimize the turn- over of drivers which will disrupt the level of services provided to IRC.

The invoices must be issued within a period of 30 days for each serviced month. IRC will not acknowledge invoices that are older than 30 days or disputed due to inaccurate records.

**7. Other Terms and Conditions:**

IRC has the right to ask for copies of the company’s assigned employees’ contracts to ensure that they are compliant with the Ugandan labor law, ensure that at least the minimum salary is applicable, and to ensure that the employees are medically insured and members of the social security schemes.

The company is not allowed for a Joint Venture or to Delegate the entire scope of work to some other entity officially or non-officially. In case the contractor needs to delegate some certain part of the scope; prior approval from IRC should be granted to the scope, amount, and the quality of the sub-contractor, accordingly, the contractor should submit all required documents to the satisfaction of IRC to approve such sub-contract agreement.

In case the company sub-contracts part of the scope to another company without the approval of IRC then it is understood that IRC may choose to ban the company and the sub-contractor from entering the site, terminate the contract without paying any damages or compensations to the company whatsoever, and is allowed to terminate the contractor the Long-Term Agreement.

**8. OFFICIAL TRAVEL INVOLVED**

Local travel to the field will be applicable to this type of service.

**9. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE**

The successful contractor should hold a Registration Certificate from authorized agencies indicating that it is licensed to provide such services and Certified in Relevant Fields to execute this type of work.

**10. CONTRACT DURATION & IRC RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE**

The Contract(s) shall be for an initial period of 12months from the date of signature, with the option to renew for another 12 months upon confirmation of contractor’s satisfactory performance.

Standard IRC contractual penalties shall apply, IRC may choose to hold the payment in case of misconduct, bad quality or unjustified high cost. Performance measurement will be conducted 1 to four times a year.

Notwithstanding the preceding paragraph, IRC reserves the right to terminate the contract at any time as follows:

-On one month notice in the event of change of controlling ownership of the service provider or in the event the service provider fails to maintain a high level of performance and service standards set forth in the contract; or

-Immediately in the event, the service provider entering into liquidation, whether compulsory or voluntary, or enters into receivership or bankruptcy.