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**Annex- I (Vehicles Requirement & Terms of References (TOR)**

# **Transportation Service (Soft-skinned Vehicles) to Kabul and Nangarhar Provinces under Long Term/ Framework Agreement**

# **Introduction:**

World Vision has been working in Afghanistan since 2001, when our operations began in response to an emergency. Within a few years, the organisation moved toward rehabilitation and then on to long-term development programming. Since 2001, we have focused our operations in Herat, Faryab, Ghor and Badghis provinces in the western region of the country.

Afghanistan is divided into 34 provinces. The provinces of Afghanistan are the primary administrative divisions. Each province encompasses several districts aggregating to 378 districts. Out of these, two provinces, Kabul and Nangarhar receive support from World Vision.

Overall, infrastructure in the provinces are a low standard, poorly maintained as affected by the interstate conflict for decades. Most of the roads connecting one part of the city to others are not paved and the road network to remote districts can be accessed only by SUV vehicle with long hours.

Roads/Driving: both seasonal hazards and threats on roads make driving treacherous.

The need to outsource/rent vehicles is a part of the “risk transference strategy” due to the absence/inefficiency of the local Motor-Vehicle Insurances in the country.

WVI-A’s approach on using WVI-A Logo on rented vehicles will be on need basis and as soon as the staff are not with the vehicle, the portable WVI-A Logo will be handed over to the Security Guards at the premises of WVI Offices. In relation to road movement tracking for the rented vehicles, it will be only applicable through movement plan, staff tracking with cell phone and log books.

# **Purpose:**

WVI Afghanistan has plan to rent vehicles for different provinces mentioned on the Annex 1 and BoQs the vehicles should be as per the Annex. The vehicles will be used on monthly and daily basis as per project requirements. The nature of this procurement is Long Term Agreement and not a lump sum contract. WVI-A will notify the Service Provider/s to provide the number of needed vehicles for the project by giving the maximum advance notification of one or two calendar days. The agreement penalty clause will be applied if the Service Provider failed to meet the deadline and could not provide the needed transportation service, even though, WVI-A may terminate the agreement if it is repeated more than 3 times.

# **Vehicle Condition:**

The following basic standards apply:

* Vehicle is in good and safe working order, roadworthy, and free of known or suspected maintenance issues that could cause delays or put WVI-A staff in an unsafe situation.14
  + 14 WVI-A offices should monitor and review any performance issues and incidents to determine a transportation company’s suitability for further use
* Vehicle was rented according to WVI-A’s procurement policies based on programme needs.
* ­Vehicle has standard safety and emergency equipment on board.
* ­Any defects (e.g. dents, scratches, etc.) must be reported to the rental agency prior to departure and the renter should get a receipt confirming the report.
* When using a rental company’s vehicle and their driver, ensure that:
  + they have evidence of licences for their drivers (drivers’ licences must also be verified by WVI-A)
  + they have evidence of first-party insurance for their drivers
  + they have third-party15 liability insurance
  + they prepare a liability waiver (i.e. to waive WVI-A of any liability for any injury, death, or third-party vehicle damage that occur while transporting WVI-A personnel)
  + their drivers are briefed about WVI-A policies and guidelines related to safe driving before assuming duty and understand that they are expected to adhere to all applicable local transportation laws
  + any of their drivers transporting WVI personnel have completed *WV’s online Introduction to driving with World Vision eLearning* module
  + the rental company agrees that any injuries incurred to their drivers are the sole responsibility of their company
  + they know that their drivers are responsible for the safety of WVI-A personnel
  + all incidents occurring while a hired driver was operating a vehicle in an unsafe manner are reported to the WVI-A staff member who is responsible for the contract for review and corrective action as required
* Print and keep a copy of the automobile insurance identification card16 with your important papers.

**Other criteria to consider:**

* ­the readiness of the rental company to provide or allocate vehicles based on request from the projects
* the reputation of the rental company
* requesting a history of the company’s road traffic crash records
  + *15 Third party, in this context, refers to someone other than a WV employee, outside the WV organisation.*
  + *16 You can find a copy online here:* [*https://www.travison.net/worldvision*](https://www.travison.net/worldvision)*.*
* whether the company’s drivers are familiar with routes and locations where they will be expected to operate
* the rental drivers’ background (e.g. driving experience)
* the company rates versus other rental companies or market quotes
* Use of alcohol and other drugs are strictly prohibited
* Always observe basic courtesy to passenger(s), fellow motorists and road authorities
* In possession of a mobile phone with an active number provided by the SERVICE PROVIDER
* Service Provider should not change the driver regularly, if a driver is appointed for WVI-A, he should remain unchanged at least for 3 months. Furthermore, it is highly recommended that The SERVICE PROVIDER shall be responsible for the professional and technical competence of its drivers and will select, or work under the framework agreement, reliable individuals who will perform effectively in the implementation of the framework agreement, respect the local customs, and conform to a high standard of moral and ethical conduct
* However, WVI-A reserves the right to review the qualifications of the driver before commencement of service, or at any other time during the term of the framework agreement. At WVI-A request, the Driver shall be replaced with another meeting the above conditions within 24 hours after receiving written notification from WVI-A
* During the period of operation for WVI-A, the driver shall receive instructions solely from the WVI-A 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 WVI-A interests, and without interruption of WVI-A’s purposes for the trip. The SERVICE PROVIDER and its Driver is responsible for any items left in the vehicle by WVI-A passengers. Such items shall be returned to WVI-A promptly upon discovery

**Insurance:** All WV owned and long-term leased vehicles must be insured in country as per local jurisdictional guidelines and per the Finance Manual policy, which can be found on wvcentral.org. A minimum of third-party liability is required by WV to protect the public against employee negligence.

**Vehicle tracking:** A vehicle tracking system is a tool designed to improve the safety and management of vehicles and specifically can be used to monitor vehicle usage and driver behaviour. WV Offices wanting to make use of such a tool must engage with Global Fleet Management on which tracking system provider to utilize.

Note: Although this is not applicable in the country, yet the search to find a way will be sought.

**Inspections, repair and maintenance schedules:**

1. WVI-A Offices must carry out daily and weekly inspections of its vehicles (including rental vehicles) to ensure they are safe to use, roadworthy and comply with local fleet standards
2. Maintenance and repairs must be done according to the manufacturer’s specifications
3. For offices that perform all or part of the maintenance themselves, car part inventory management should follow appropriate inventory management protocols
4. Damage to a vehicle is to be reported to the appropriate fleet supervisor and assessed to ensure its continued roadworthiness and safety

# **Type of vehicle:**

Please see the attached Annexure for more detail of vehicles

* Toyota 4 Runner – 6 Cylinder Petrol
* Toyota Corolla (SARACHA) 4 Cylinder Petrol
* TOYOTA Hiace 2012 or Later
* Toyota Land Cruiser

# **Areas of Service:**

The vehicles will be operating in each of the regions of Afghanistan as specified in the Annexure as per WVI needs.

# **Payment**:

Payment shall be made monthly basis on submission of an Invoice at the end of the service delivery by provider/firm or company accompanied by Clean Copies of Log Sheets. Payment shall be made within 30 calendar days from day of receipt of Invoice.

# **Duration of the Purchase Agreement:**

The Purchase Agreement will be for the period of one year which can be extended, depending on the satisfactory performance of Service Provider and availability of funds.

The Service Provider shall be fully responsible for payment of salary and other benefits to its driver as well as for paying any fees incurred by the driver, including but not limited to fines for traffic violations.

WVI-A 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 the Purchase agreement. WVI-A has no responsibility for such cases.

# **Working Hours:**

The vehicle shall be available on request of WVI-A and operating in accordance to working hours set by WVI-A Program/safety team.

WVI-A will use the vehicles from Sunday to Thursday utilising the vehicle up to a maximum of 9 Hours per Day with one-hour lunch break. In case the vehicles used more than 9 Hours per Day, then extra hours per daily rate calculation will be paid.

In exceptional cases WVI-A may use the vehicles on Friday and Saturday and WVI-A will compensate those weekend days.

**Transportation Service for Delivery (Child Birth) Service:** WVI-A shall ask the Service Provider to provide transportation services for the delivery service on as needed bases within undefined timeline (mostly at night time). Therefore, the Service Provider will be paid based on daily rate for each particular location for each delivery rather than considering the number of hours that the vehicle was in disposal of WVI-A.

**All Type of vehicles should be furnished with the following equipment:**

* Fire extinguisher
* First Aid Kit
* Heavy duty jack (Hi-lift jack)
* Basic tools
* Reflective hazard triangle
* Jumper cables
* Spare wheel
* Pulling cable

A copy of the following documents will be required to attach to framework agreement:

* Registration card
* Owner’s ID
* Driver’s driving licence

**End.**

References:

* WV Safety Management Fleet Road and Guidelines (2019) para “Rental Vehicles” (page 38-40)
* WV Distribution and Transportation Manual (3.0) para# 3.4.3 SCM DST-TM 3 Minimum Standard for Transport Provider(s) (page 54-55)
* WV Road Safety and Fleet Management Standard (RSFMS)