

## **ANNEX A: TERMS OF REFERENCE (ToR)**

### **FOR THE ESTABLISHMENT OF A FRAME AGREEMENT FOR PROVISION OF PASSENGER TRANSPORTATION SERVICES FOR UNHCR SUB-OFFICE IN HARGEISA, SOMALILAND.**

#### **1.0 Background**

The office of the United Nations High Commissioner for Refugees (UNHCR) was established on December 14, 1950, by the United Nations General Assembly, during the aftermath of the Second World War, to help millions of Europeans who had fled or lost their homes. Its primary purpose is to safeguard the rights and well-being of forcibly displaced and stateless persons. UNHCR works closely with hosting governments and other stakeholders to provide emergency and durable solutions to the forcibly displaced and stateless persons.

**Purpose:** UNHCR in Somaliland is facilitating the onward transportation of Somali returnees to different destinations. For South Central bound returnees, they are transported by road from Berbera to Hargeisa for onward travel by air to Mogadishu. In this regard UNHCR is soliciting quotations from transportation service providers with relevant experience and qualifications to provide road transport from Berbera to Hargeisa.

#### **2.0 Scope of Work**

- Provide safe and dignified transportation services to the Somali returnees from Berbera to Hargeisa. The contractor must be able to accommodate persons with specific needs among others, persons with disabilities, medical conditions, the elderly, and their baggage. The contractor must minimize the risks and provide appropriate support during the transportation process.
- The transportation company will provide the transportation service twice in a week and on need basis. In an average, some 60-90 passengers will be transported in each day however, this number may vary and UNHCR will provide detail of requirement i.e., total number of passengers, travel start and end time, name of UNHCR focal person etc. in advance. In an average, the number of passengers to be transported from Berbera Reception Centre to Hargeisa Airport will range from 60 passengers up to 90 passengers.
- In general, 30-40 seaters bus or 15-22 seaters mini-bus will be used for the returnees' transportation.
- Service provider's must be prepared to provide transportation services starting from 03:30 in the morning, subject to arrivals and departures schedules notwithstanding the daily working hours as prescribed by the relevant government entity.
- The Contractor must ensure compliance with relevant legal, regulatory, and ethical standards.
- The Contractor should be able to operate in Somaliland, as well as to operate within airport grounds.

**Requested transportation vehicle conditions:**The Contractor shall guarantee the following regarding the vehicle conditions:

- Upon request, the Contractor must provide Certified True Copies of the documentation for each vehicle to demonstrate compliance with all relevant national transportation regulations and standards. This includes proper registration of all vehicles and official authorization for transporting passengers, ensuring that each vehicle is authorized and meets the necessary requirements. Each vehicle is covered by a Comprehensive Vehicle Insurance issued from a reputable insurance company in line with the local law, such documents must be readily available for inspection.
- Each vehicle is in good working condition (road worthy) and has all the necessary tools and equipment that may be needed such as to ensure the safety and dignity of passengers throughout transportation process. The contractor shall clean the exterior, the windows and interior of the vehicles at their own cost.
- The vehicles provided by the Contractor are to include the driver(s), an adequate supply of fuel, lubricants, spare parts, and specifically, enough spare tires and basic maintenance toolkit. Emergency kit box and emergency/accident early warning device.
- Car seats should be provided for those beneficiaries with children.
- The speedometer and kilometer/mileage counter must be in working condition. The Contractor must undertake to ensure the drivers do not overspeed/ engage in reckless driving.
- Be fully responsible for all the maintenance and repair of each vehicle including when the vehicle is damaged or is not in good working condition. The Contractor agrees that maintenance should be conducted regularly in accordance with national legislation.
- UNHCR reserves the right to check the quality, suitability, roadworthiness of the vehicles. Services Provider is to ensure that all vehicles are clean.
- UNHCR reserves the right to require the Contractor to discontinue providing transportation services through any subcontractor who, in the opinion of UNHCR, is unfit or unsuitable to perform the services. Such subcontractor shall be promptly replaced in consultation with UNHCR, and all costs or additional expenses, if any, resulting from the withdrawal or replacement of the subcontractor cases shall be at the Contractor's expense.
- The vehicles must have a valid registration during the operating period and valid number plates.
- The vehicle shall as a minimum be equipped with.
  - Spare tire, the necessary accessories (spanner, jack etc.)
  - Emergency kit box and emergency/accident early warning device
  - Operational lap and shoulder seat belts for passengers in the most forward seat, and lap-type belts for all other passengers.
  - The contractor shall always maintain seat belts in operating order.
  - The speedometer and kilometer/mileage counter in working condition.

**Contractors Staff**

- The contractor must ensure that all his/her staff conduct themselves in decorum and that all the drivers have relevant permission from the relevant government entity to drive the assigned vehicles and a background check has been conducted.
- Drivers must respect the cultures, customs, and habits of all UNHCR beneficiaries including UNHCR staff.
- The staff assigned to vehicles used for the purpose of transportation under this Agreement are always wearing suitable attire in the prescribed uniform and shall conduct themselves in a manner that will not cause any prejudice or bad publicity to UNHCR.
- The maximum number of working hours of the drivers shall not exceed applicable national standards and regulations (to avoid accidents due to fatigue). The drivers shall follow the instructions given by UNHCR staff, provided those instructions do not go against applicable law. Therefore, SO Hargeisa will provide focal point for this service contract and Drivers found to be unsuitable by UNHCR shall be replaced immediately and without contest.
- The contracted company shall have at least 5 years of prior successful experience in car hire operations. The contracted company shall be expected to own their vehicles and not through third party.
- The Contract should hire the driver who possess driving license issued by Somaliland government and should not be under the influence of any drugs, alcohol and other substances including Kyat.

**Responsibilities of the Contractor**

- Have all the sufficient licenses to work and conduct day-to-day transactions and operations for UNHCR across Somaliland.
- Maintain open communication channels with relevant authorities and stakeholders.
- Cooperate with immigration officials, border control, and other relevant agencies as required.
- Maintain a record of all transportation activities, including departure and arrival details, as well as any incidents or issues encountered. Any incidents/accidents must be reported to UNHCR as soon as possible within 24 hours. The contractor assumes full responsibility of UNHCR beneficiaries from the collection point to the destination point and takes full responsibility of any injuries sustained or loss of life of the returnees.
- Ensure a designated transport supervisor is present during the entire transportation process.
- Have available, upon request, enough vehicles, equipments and qualified personnel when needed.
- Ensure that all staff employed by the Contractor to fulfill services on behalf of UNHCR are insured and no liability will be attached to UNHCR in this respect.
- Inform UNHCR in a timely manner and obtain approval of any activity that may impose any additional financial obligations.

- It will be the responsibility of the contractor to pay for all the service charges levied by the government, if any.
- All aspects of the drivers including payment are the responsibility of the Contractor. No employment relationship exists between UNHCR and the drivers.
- The Contractor is fully responsible for all the maintenance and repair of each vehicle. Maintenance should be conducted every 5,000 km (five thousand kilometers) or 3 (three) months whichever comes first. During such maintenance or repair, the Contractor shall provide UNHCR with a service vehicle of the same quality, type and condition as the vehicle which is undergoing maintenance. Upon the Contractor failure to provide such vehicle within 24 (twenty-four) hours of required replacement, UNHCR reserves the option to either terminate or suspend the Agreement until such time that the subject vehicle or its replacement is made available to UNHCR by giving an immediate notice to the Contractor. UNHCR shall not be responsible for any rental fee during the suspension period.
- No arms or prohibited or dangerous items shall be carried/transported on-board the UNHCR contracted vehicles.

**The Contactor further warrants that:**

- The company is financially sound and duly licensed, with adequate human resources, equipment, competence, expertise, and skills necessary to provide full and satisfactory deliverables.
- In all circumstances the company shall act in the best interests of UNHCR.
- No official of UNHCR or any third party has received from, will be offered by, or will receive from the Contractor any direct or indirect benefit arising from the contract or award thereof.
- It has not misrepresented or concealed any material facts in the procurement of the contract.
- The company, staff, or shareholders have not previously been declared by UNHCR ineligible to be awarded agreements by UNHCR.
- He/she shall respect the legal status, privileges, and immunities of UNHCR as an intergovernmental organization, such as inviolability of documents and archive wherever it is located, exemption from taxation, immunity from legal process or national jurisdiction. If the Contractor becomes aware of any situation where UNHCR legal status, privileges or immunities are not fully respected, it shall immediately inform UNHCR.
- He /she shall abide by the highest ethical standards in the performance of the activities, which includes not engaging in any fraudulent, corrupt, discriminatory, or exploitative practice or practice. He/She shall immediately inform UNHCR of any suspicion that the following practice may have occurred or exist:

**The Contractor further warrants that he/she shall:**

- Take all appropriate measures to prohibit and prevent actual, attempted, and threatened sexual exploitation and abuse (“SEA”) by its employees or any other persons linked to the project.

- Strongly discourage its employees or other personnel having sexual relationships with UNHCR beneficiaries.
- Report timely to UNHCR any allegations or suspicions of SEA, and investigate and take appropriate corrective measures, including imposing disciplinary measures on the person who has committed SEA.

**Deliverables**

- Safe and timely transportation of returnees to their designated destination.
- Documentation and records of all transportation activities, including departure and arrival information, incidents, and any issues encountered.
- Compliance with all legal, regulatory, and ethical standards throughout the transportation process.

**Billing**

- The Contractor shall prepare monthly statements/invoices for all individual trips and services conducted in accordance with UNHCR voucher system and submit them along with the statement /invoice to UNHCR after completion of service.
- The Service Provider shall invoice UNHCR upon completion of all the services rendered. The invoice shall include the destination, date of service, driver's name, and trip cost as well as including type of vehicle used i.e., bus, van, etc.
- The Service Provider shall be responsible for the payment of all taxes, duties, levies, and charges assessed on the Service Provider in connection with the contract.

**Visibility**

During transportation of returnees, in close collaboration with UNHCR, all vehicles shall bear UNHCR visibility/markings. The Contractor must not abuse UNHCR visibility at any given time during the transportation services.

**UNHCR**

- UNHCR does not guarantee any minimum volume of passengers at any given time.
- UNHCR will provide the travelling manifests for the returnees and share any relevant information e.g., persons with specific needs on board etc.
- UNHCR will not make any advance payment. Payment will be processed after the submission of invoices, as specified in the above-mentioned Billing section, by the Contractor.
- UNHCR will initiate transport services through an email, outlining the following:
  - The picking and dropping points of the returnees.
  - The number of passengers to be transported.
  - UNHCR contact persons and details.