

## Detail Terms of Reference (TOR) for supplying a rental vehicle with Driver

Project Title	Advancing Nutritional Status of School Children in Doti, Project
Type of service	Supplying a rental Vehicle with Driver
Contract Duration	April-Oct 2025
Location	Doti District
Deadline of ITB submission	26 March 2025

### 1. Introduction

Good Neighbors International (GNI) Nepal has been working in Nepal since 2002 for improving the lives of poor people, especially children through child protection, education, income generation, health services, water, sanitation and hygiene (WASH), disaster risk reduction/climate change adaptation, and advocacy programs. Currently, GNI Nepal serves marginalized, vulnerable, and poor children, families, and communities in 20 districts across Nepal.

### 2. Project Background:

Good Neighbors International (GNI) Nepal is implementing the **Advancing Nutritional Status of School Children in Doti** project, funded by the Ministry of Foreign Affairs (MoFA) Japan. The project receives technical support from Good Neighbors Japan and is implemented in partnership with the Community Development Center (CDC) Doti and the Equality Development Center (EDC) Doti.

### 3. Scope of the work

The selected service provider must ensure the provision of a well-maintained vehicle in excellent condition, along with a professional and experienced driver. The service provider will provide services of the vehicle with driver inside Doti district and out side Doti district as per the project requirements.

#### A. Vehicle Condition & Readiness:

- The vehicle must be inspected at least 12 hours before dispatch to confirm it is roadworthy, including checks on engine oil, steering, gears, tires, lighting system, and indicator lights.
- The service provider must ensure that the vehicle is always clean and hygienic.

**B. Driver Requirements:**

- The driver must wear clean attire, maintain a professional and courteous demeanor with project staff and guests.
- The driver must be experienced in operating vehicles on diverse road conditions, including night driving and during the rainy season.

**C. Safety & Compliance:**

- The service provider must comply with all safety regulations and applicable laws of the Government of Nepal.
- The vehicle must be registered with the relevant government authorities, with timely renewals at the service provider's sole expense. GNI shall not bear any responsibility for registration lapses, and the service provider shall indemnify GNI against any consequences arising from non-renewal.
- The service provider is fully responsible for the vehicle's maintenance, servicing, and repairs throughout the contract period. Except in emergencies, maintenance should not be conducted during the hours required by GNI or in a way that disrupts its operations.
- Any traffic violations, fines, or penalties incurred during the service period shall be the sole responsibility of the service provider.
- The service provider must maintain a valid liability insurance policy covering the vehicle, passengers, and third parties (comprehensive, if applicable, or as per the standard vehicle insurance requirements for rental agencies in Nepal).
- The service provider is responsible for managing accommodation, allowances, insurance, per diem for the driver during the field visit inside the district or outside the district for the project work.

**Additional Requirements:**

- Only vehicles manufactured in 2023 or later will be accepted under this contract.
- In compliance with the **Labor Act 2074 of Nepal**, the service provider shall bear all employee benefits and compensation for the driver.
- If the vehicle is unavailable for use at the GNI office for reasons other than maintenance, the corresponding amount will be deducted from the monthly service fee.

- The selected service provider must issue a PAN/VAT invoice to GNI for payment processing.

#### **Reliability Requirements:**

- The service provider must maintain sufficient backup capacity to ensure that a replacement vehicle is available in case of unforeseen breakdowns, accidents, or other operational disruptions.

#### **Workdays & Work Hours:**

- The regular workdays of GNI are **Monday to Friday**; however, services may be required on weekends as needed.
- The standard working hours are from **9:00 AM to 5:00 PM**. However, the driver may be required to operate the vehicle beyond these hours on occasion, depending on work requirements and travel distances.

#### **4. Condition of vehicle**

- The service provider must directly and solely have own vehicle whose models are not less than 2023. The service provider must provide supporting documents of vehicles ownership.
- The vehicle must be covered under a full insurance policy.
- The vehicle provided by the service provider must be in a good shape & maintained condition to serve for no less than six months continuously without the need of replacement (unless encountered major road accidents).
- The vehicle has the necessary tools and equipment
- The service provider will provide First Aid Kit in the vehicle and the assigned driver will be responsible of keeping the kit and tracking its contents; that in case of any shortage in quantities - for any reasons either using, missing or expiry of items, the service provider will immediately refill/replace the needed items.

#### **5. Expected Deliverables**

The service provider is expected to meet the following requirements:

##### **Driver's Requirements and Qualifications:**

- The driver employed by the service provider must possess a valid driving license and have a minimum of three (3) years of driving experience.
- The driver must be trained, fully qualified, and physically fit, including passing vision tests and other necessary health screenings.

- The driver must maintain professional behavior at all times. Any form of harassment or discrimination based on race, creed, color, sex, age, sexual orientation, or national origin is strictly prohibited.
- A client-oriented attitude is essential. The driver must provide polite and professional service to all vehicle users.
- The service provider shall be fully responsible for the driver's behavior and actions. In the event of complaints or misconduct, the service provider must provide an immediate replacement.
- The driver must not consume alcohol or drugs during duty hours. Alcohol consumption is strictly prohibited at all times during service. Smoking inside the vehicle is also forbidden.
- The driver should have at least a secondary education level with basic writing skills.
- The driver must be trained in using a First Aid kit, which should be available in the vehicle.
- GNI reserves the right to review and approve the driver's qualifications before service commencement and at any time during the contract period. If the driver does not meet the required standards, GNI may request a replacement.
- The rented vehicle's driver must be provided with a mobile phone for communication in case of breakdowns or emergencies. However, the driver must not use the phone while driving and avoid unnecessary communication with passengers while the vehicle is in motion.
- The driver must always use gender-friendly language and adhere to GNI's safeguarding and child protection policy.

### **Vehicle Maintenance**

- The Service Provider shall be required to provide full maintenance for the Vehicle.
- The Service Provider shall maintain a routine service schedule for the Vehicle provided under the contract.
- All costs of maintenance and repair including but not limited to Punctures to tires, change any tube or tire deemed unfit and routine and emergency maintenance and repair shall be borne by the Service Provider.
- It is not acceptable of vehicle breakdown, however, if due to the act of nature, in case of Vehicles breakdown, non-availability of the Vehicles, and failure of providing a replacement by the Service Provider, the GNI will cease payment for the unserviceable Vehicles until it has been returned to service.

- The payment for the vehicle breakdown is the responsibility of the service provider, by no means, GNI will make the payment other than the rental.
- GNI at any circumstances, not responsible for making any kind of payment relating to the accident, insurance or whatsoever.

## **6. Duration**

The agreement shall become effective immediately upon signing or within 15 days of the contract being signed between the service provider and GNI Nepal.

## **7. Budget and Payment process**

The service provider should submit a rate including applicable taxes at the time of submission of **ITB**. The bidding form is given in *Annex-I*. The rate covers the monthly rental charge, remuneration of the driver, maintenance and servicing charges etc.

The service shall bear all the tariffs, duties and applicable taxes or charges levied at any stage during the execution of the work. Any loss and/or damages will be the responsibility of the service provider; no compensation will be provided by GNI regarding this loss/damage.

## **Mode of Payment**

The payment shall be made monthly at the end of each month as per the English calendar.

The payment will be made through an account payee cheque in the name of the service provider and applicable tax will be deducted as per the Nepal Government.

## **8. Acceptance of proposal**

All rights to accept or reject the proposal without giving any notice and reason shall be reserved with GNI. If deemed necessary, the suppliers shall be asked for modification and presentation of the proposal before approval.

## **9. Management of the supply**

The selected service provider will be responsible to supply the vehicle along with a driver and be accountable for the timely delivery of the vehicle as specified in the scope of the work and expected deliverables.

## **10. Responsibilities**

### **a. Service provider**

The service provider will be responsible to accomplish the task outlined by this ToR and ensure the delivery of vehicle along with a driver stated above within the agreed budget and timeline.

### **b. Good Neighbors International**

- Good Neighbors International (GNI) Nepal guided by its policies and practices will assist the service provider to achieve the objective of this ToR.
- Timely payment of monthly rental as per agreement
- Fuel management for the vehicle is based on the distance travelled and mileage of the vehicle.

## **11. Termination of the contract**

GNI will terminate this contract if the service provider commits a breach in the performance or observance of its obligation under this ToR. The service provider shall be notified in writing a week prior to the termination of the agreement.

## **12. Confidentiality**

During the performance of the assignment or any time after the expiry or termination of the agreement, the service provider shall not disclose to any person or otherwise make use of any confidential information that the service provider has obtained or may obtain in the course of the work relating to GNI and other stakeholders.

## **13. Documents to be submitted**

The bid shall contain the following documents:

- A. Bid firm as stated in annex I. (Excel sheet attached)
- B. In addition, the following documents shall be submitted by the bidder.
  - Copy of company/firm registration
  - Copy of valid blue book of the proposed vehicle
  - Copy of valid driving license, educational and experience related documents of proposed driver
  - The Profile of firm/suppliers with relevant experiences
  - A copy of the Tax clearance certificate

- VAT/ PAN registration
- Latest Audit report
- A clear photograph (colored) and a catalog of the vehicle should be included with the bid.

#### **14. How submit the bid**

Interested service provider/suppliers/firms are invited to submit an EOI along with the required documents to [eoinepal.org](mailto:eoinepal.org) with the subject line "**EOI for Supplying a Rental Vehicle with Driver.**" Alternatively, applications, including the required documents, can be submitted in person by **5 PM on 26th March 2025** at **GNI Nepal, Karmachari Sanchaya Kosh Bhawan, 5th Floor, Lagankhel, Lalitpur, Nepal.**

GNI Nepal reserves all rights to make the final decision regarding selecting the service provider without any obligations.

All employees, consultants, service providers associated with Good Neighbors International Nepal and its projects must adhere to GNI Nepal's code of conduct, specifically the provisions related to child safeguarding, and Protection from Sexual Exploitation and Abuse (PSEA). Any instances of misconduct will be promptly investigated and addressed following our protocols.