

Terms of Reference

One-Year Car Rental Framework Agreement with Driver – SNV Lao PDR Based in Vientiane

1. General Background:

SNV¹ is a not-for-profit international development organisation that applies practical know-how to make a lasting difference in the lives of people living in poverty. We use our extensive and long-term in country presence to apply and adapt our expertise in agriculture, energy and WASH to local contexts. SNV has over 1250 staff in more than 25 countries in Asia, Africa and Latin America.

2. Purpose of this position

SNV Laos PDR seeks to purchase one-year rental vehicle with driver to support the SNV Laos to undertake its roles, increase its efficiency and enhance value for money. The desired SNV activities will enable SNV to conduct project activities in line with the donors and SNV internal processes.

3. Scope of Service

The Vendor shall undertake the following:

- The Supplier shall make a vehicle and driver available to SNV in accordance with Attachment I of this Agreement for SNV use during the period of operation specified below.
 - The vehicle and driver must normally be made available on request Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. A weekly schedule will be provided in advance, but exceptional requests may be made for operation outside normal hours. During the period of operation for SNV, the vehicle shall carry passengers or goods authorized by SNV.
 - The Vendor is fully responsible for the operation of the vehicle and must ensure that the driver follows all applicable laws. The Vendor is fully responsible for paying its driver's salary and other benefits in accordance with the applicable labor laws. SNV shall not be liable for any action, omission, negligence, or misconduct of such a driver, nor for any costs, expenses, or claims associated with any illness, injury, death, or disability of such a driver while performing services in connection with this contract. SNV shall have no responsibility vis-à-vis the driver.
 - The Vendor shall be fully responsible for all maintenance, servicing, fuel, and repair needs of the vehicle during the term of this Agreement, as well as all costs associated with such needs, and shall ensure that the vehicle operates properly during the term of this Agreement. Except in the case of emergencies, the Supplier shall ensure that service and repair do not take place during the hours that SNV requires the vehicle or at any other time that will interfere with SNV's purposes for the use of the vehicle.
 - The driver must adhere to the standards outlined in G.16 of this Agreement. SNV reserves the right, but not the obligation, to review the driver's qualifications prior to the start of service or at any other time during the term of this agreement. The driver must be permanent drive the same vehicle in every operation. At SNV's request, the driver shall be replaced with another meeting the above conditions.
 - During the period of operation for SNV, the driver shall receive instructions solely from the SNV-authorized passenger and travel the most efficient, safe, and secure route to any indicated destination, without deviating for personal or other reasons unrelated to SNV's interests and without interfering with SNV's trip purposes.
 - The Vendor is responsible for any items left in the vehicle by SNV passengers. Such items shall be returned to SNV premises promptly upon discovery.
 - The vendor must be a fully registered company authorised to operate in the country.
 - SNV reserves the right to inspect the vehicle before putting it into service under the terms of this agreement or at any other time during the term of this agree, but shall have no obligation to do so. In the event SNV opts to inspect the vehicle, such inspection shall be carried out in the presence of the supplier or the Vendor designate. If an inspection reveals that the vehicle is not in roadworthy condition, requires service or repair, or does not otherwise
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comply with the terms of this agreement, the Vendor shall promptly have such work done at its cost and expense, failing which SNV reserves the right to terminate the Agreement for cause.

The vehicle shall be:

- clean, inside and out, and free from any unpleasant odor;
- road-worthy and in good condition;
- equipped with necessary safety items, including a fire extinguisher, seat-belt restraints, a spare tire, a mechanical jack, and basic hand tools;
- complies with applicable insurance, safety, or other motor vehicle requirements;
- registered with a reputable towing services firm with 24-hour on-call and on-the-road assistance with nationwide coverage; and,
- registered for operation during the period of his contract, with registration documentation in the vehicle and registration or number plates affixed to the vehicle as required by law.

The driver shall be:

- properly trained in the operation and maintenance of the vehicle;
- sufficient experience, with at least five years' experience as a driver;
- Licensed for operating a motor vehicle, including for passenger service if available;
- Get to know the local routes and destinations.
- properly attired during hours of operation; and
- always shows basic courtesy to passengers, fellow motorists, and road authorities.

Deliverables

No	Description	Year Model	Vientiane
1	4 to 6 cylinder Diesel Duouble Cab PICKUP Type any brand M/T with Driver Left Hand Drive Vehicle in full working order- including fully functioning instrument panel Passenger Capacity – 7 people at least Seat Belts on all seats in Good Condition Tires, including spare, in good condition Air conditioner (both hot and cold) should be fully functional Fire extinguisher & set of tools Fuel Consumption is to standard of manufacturer specifications Odometer reading in KMs / Miles and working First aid kits, connection cables, and holder cables should be included in each vehicle.	2020 or above	Per Day Vehicle Rental
2	Toyota Fortuner - Diesel M/T with Driver Left Hand Drive Vehicle in full working order- including fully functioning instrument panel Passenger Capacity – 7 people at least Seat Belts on all seats in Good Condition Tires, including spare, in good condition Air conditioner (both hot and cold) should be fully functional Fire extinguisher & set of tools Fuel Consumption is to standard of manufacturer specifications Odometer reading in KMs / Miles and working First aid kits, connection cables, and holder cables should be included in each vehicle.	2020 or above	Per Day Vehicle Rental
3	Van or MiniVan - Diesel M/T with Driver any brand Left Hand Drive Vehicle in full working order- including fully functioning instrument panel Passenger Capacity – 13 to 16 people Seat Belts on all seats in Good Condition Tires, including spare, in good condition Air conditioner (both hot and cold) should be fully functional Fire extinguisher & set of tools Fuel Consumption is to standard of manufacturer specifications Odometer reading in KMs / Miles and working First aid kits, connection cables, and holder cables should be included in each vehicle.	2020 or above	Per Day Vehicle Rental
4	All vehicles must have third-party insurance, which covers penalties, accidents, injuries or deaths, legal decisions, or liabilities for the vehicle, the driver, and passengers while renting the vehicle.	LOT	
5	Updated registration documents must be provided for all vehicles.	LOT	
6	Driver - must have a valid license and at least 5 years of experience.	MAN	
7	Fuel	LOT	

4. Timeframe

The delivery of a rented vehicle with driver is on [specified date of delivery]. Specific areas of assignment will be agreed upon as the need arises.

5. Reporting

The Vendor reports to [name of reporting manager or department] and works in close collaboration with SNV Laos Procurement.

8. Assignment Location

The rented vehicle with driver shall be based in Vientiane, with some being distributed to SNV project locations refer to Attachment III.

Price List

No	Description	Qty	Unit	Unit Price	Total Unit Price
1	Pickup Car		EA		
2	SUV Car		EA		
3	Van or MiniVan		EA		
4	Driver		MAN		
5	Fuel		LOT		

Total:

KIP

(WHT) withholding tax

KIP (-5%)

Total Payment:

KIP

Note:

- SNV Laos will retain withholding tax (WHT) at the official rate of the Lao PDR government (5% at the time of this contract, but subject to change)