**TERMS OF REFERENCE**

**Provision of Rent a Car and Professional Driver Services for establishment of 3 (1+1+1) years Long Term Arrangement with possible extension of 2 more years**

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| **RENT A CAR AND PROFESSIONAL DRIVER SERVICES**  **(for 1+1+1 years period with possible extension of 2 more years)** | **Ref: OPS/ITB-TURA-2025-04-LITB-9196792** |

**Background:**

UNICEF Turkey Country Office (TCO) and UNICEF MENARO Outpost in Gaziantep (hereinafter referred to as “UNICEF”) are seeking to engage a professional and reputable duly registered local company with administrative expertise in management of fleet of vehicles and well trained and highly motivated drivers in Gaziantep and other cities in Turkey.

**Scope of work:**

UNICEF plans to issue a contract with the successful bidder for rent-a-car and professional driver services to be used for a period of 1+1+1 years for the office located in Gaziantep with possible extension of additional 2 years.

Price proposals for Ankara, Istanbul, and other cities are also requested, in case of any potential need during the LTA period.

Additionally, the company may be requested to provide ad hoc vehicle and driver support during emergency situations or peak periods of activity, subject to mutual agreement and based on UNICEF’s needs.

Location:

* LOT 1: Gaziantep (with travel to other provinces if need be),
* LOT 2: Istanbul with travel to other provinces if need be),
* LOT 3: Ankara with travel to other provinces if need be),
* LOT 4: Other cities with travel to other provinces if need be),

Drivers supplied shall possess valid and clean professional motor vehicle license obtained within 10 years and at least 5 years of operating in vehicles with manual and automatic transmissions.

The company shall provide complete bio-data of drivers in terms of name, age, full address, identity details, driving license number and annual medical fitness certificates to UNICEF for pre-testing and assessment before being assigned for work.

During the term of the contract, any change in providing/ deploying/ withdrawing driver in UNICEF shall be permitted with prior consultation and permission of UNICEF.

The contractor to be identified shall provide full, prompt, accurate, and expert services to staff of the UNICEF in accordance with UNICEF’s policies, procedures, guidelines and in full compliance with this Terms of Reference.

**Requirement and Duration:**

UNICEF intends to establish a **Long-Term Arrangement (LTA)** for the provision of rent-a-car and professional driver services for a period of **36 months**. The services will be utilized **on a need basis**, and requests will be made under the LTA as and when required by UNICEF.

* The services are required in **Gaziantep, Ankara, Istanbul, and other cities** across Türkiye, depending on operational needs. Both **monthly and daily rental options** will be utilized.
* **Vehicle and driver requirements per location (monthly & daily basis):**  
   – 1 C-class passenger car (diesel)  
   – 1 SUV-type vehicle (diesel, minimum 5 seats, 4WD or FWD)  
   – 1 Minivan with D2 certificate (minimum 9+1 seats)  
   – Professional drivers as required
* All offered vehicles should be equipped with the necessary safety and security devices such as first aid kit, fire fighting equipment and others.
* The **provision of backup drivers and vehicles** on short notice (in cases such as illness, leave, or breakdowns) is expected and will be the responsibility of the contractor.

**Desired Company Profile:**

1. The company should be a duly registered company with a minimum 5 years’ of experience in providing professional drivers and vehicles in the local market and especially in the UN is preferred.
2. The company should have a formal organizational set up and capacity with adequate number of experienced manpower and logistics to provide this service.
3. The company should have sound documented procedures on conflict resolution measures in place for its employees.
4. The company must ensure that the drivers provided possess all qualifications and authorizations for performing their duties including driver license.
5. The company will be responsible for insurance of the drivers and be responsible for safety, conduct and all liabilities arising from drivers’ work under statutory regulations, applicable laws and good industrial practices.
6. The company will be responsible for making good/ restore of any direct or indirect damages to the UNICEF vehicles arising due to negligence, incompetency, or willful or otherwise negligence of the driver.
7. The company will supply drivers only after ascertaining their history, service record, driving license, and personal police record. The company will be responsible for non-compliance of such criterion.
8. The company will physically check and monitor drivers and their assigned vehicles to ensure the quality of service on random basis.
9. The company will be responsible for observing compliance with all rules, regulations, laws applicable in course of service provision. UNICEF will not be liable or responsible in this regard in any manner.
10. Nothing in the contract shall constitute an employer – employee relationship between UNICEF and the drivers supplied.
11. The company will have to pay remuneration to drivers supplied by it according to prevailing local regulations and laws including observing local labor laws.
12. In case the company is unable to supply drivers as per the rates, terms and conditions agreed, UNICEF shall be free to terminate the contract immediately.
13. The company should have sufficient IT infrastructure and operational capacity to track fleet performance, vehicle location, and availability, preferably using a GPS-based monitoring system.

**Special Terms & Conditions for work:**

The company is expected to provide the services according to the above scope of work under the following special terms and conditions;

1. Provide two (2) vehicles and two (2) professional drivers that will be based in Gaziantep and can also be used for field trips of UNICEF staff members to project areas in the surrounding.
2. Ensure that the professional drivers will use the rented cars (Please note that the driver of the rented car can be requested to drive UNICEF vehicles in exceptional situations with prior approval of UNICEF).
3. Drivers supplied by the company will go through scrutiny and pre-testing of their qualification and experience.
4. The drivers provided must keep the allotted vehicle clean and ready for undertaking road movements.
5. The drivers must keep a logbook showing the tasks undertaken for UNICEF. The logbook should incorporate travel times, kilometers and passenger information.
6. The drivers have to observe strictly all local traffic rules and regulations and operate the UNICEF vehicle accordingly so that it does not result into any damage or undue stress.
7. In the event the performance of the drivers supplied is found to be unsatisfactory on any particular day, UNICEF may deduct 2% of the total pro-rata applicable payment for the particular day from the total monthly payment to the company. In case, the total accumulated deduction exceeds 20% of the payments, UNICEF shall be free to terminate the service of the company with one month notice. Frequent and severe type of misconduct/ unsatisfactory performance of driver can also lead UNICEF to terminate the service of the company with one month notice.
8. Ensure that the 2 vehicles and the 2 drivers will be ready and available for 7/24 hours if need be.
9. Driver fees shall be inclusive of meal and other personal daily expenses. Parking fees, toll fees and other charges imposed by government shall be reimbursable upon submission. During the service period, if drivers are requested to travel outside from the existing provinces and shall stay overnight, accommodation expenses (not more than UNICEF daily subsistence allowance) will be reimbursed by UNICEF to the drivers on the basis of an identified amount by UNICEF.
10. UN annual holidays calendar followed by UNICEF will be applicable for the drivers. If a driver falls ill or takes leave, a replacement driver should be provided within the reasonable time. UNICEF expects that, the drivers will consume their leave quota on annual basis.
11. The driver must wear clean and crisp clothes while on duty. The driver must pay utmost attention to the personal hygiene.
12. All drivers must have a functional mobile phone so that the drivers can maintain regular communication with the UNICEF office.
13. Driver must have proof of safety driving training.
14. Provide a vehicle which is preferably the Travel Agency’s/Car Rental Company's “own” cars and not more than three (3) years old at the time of service,
15. Provide full details of the company from whom the car is rented in case the car is contracted from a third party,
16. Provide full details about the vehicle (such as the make/model and year of manufacture of the vehicle)
17. For passenger car, provide a sedan-type Diesel vehicle from class C (e.g. Toyota Corolla, , Ford Focus, Renault Megane, Skoda Octavia or equivalent). For minivan/minibus, provide a vehicle with D2 certificate and minimum number of seats of 9+1 (e.g. Mercedes Vito, Volkswagen Transporter or equivalent). For SUV, provide a vehicle with a minimum of 5 seats, equipped with either all-wheel drive (4WD) or front-wheel drive (FWD), and powered by a diesel engine. The vehicle should offer high fuel efficiency and performance (e.g., Toyota RAV4, Hyundai Tucson, Honda CR-V, Toyota Hilux, or equivalent).
18. Ensure that the vehicle does not have a mileage over 50.000 km at the time of service,
19. Ensure that the vehicle meets the minimum legal local insurance requirements including but not limited to compulsory traffic insurance, comprehensive automobile insurance,
20. Ensure that all legal compulsory examinations of the vehicle have been and will be completed in time,
21. Ensure that the vehicle, drivers and the 3rd parties are fully covered by insurance in case of accidents,
22. Ensure that the vehicle is smoke-free (neither the drivers nor the passengers will smoke),
23. Ensure that the vehicle is equipped with optimal security systems,
24. Ensure that the vehicle has functional seatbelts for all passengers,
25. Ensure that all periodical maintenances of the vehicle is carried out in time,
26. Ensure that the vehicle has at the minimum automatic brake system,
27. Ensure that the vehicle has functional air conditioner,
28. Ensure that the speed limits enforced by the local legislation is strictly adhered to by the drivers,
29. Ensure that the drivers keep proper monitoring sheet for the trips (the kms and departure/ destination, passenger recording, etc.),
30. Ensure that the drivers will plan and coordinate the airport transfers of the UNICEF staff in coordination with the UNICEF focal point,
31. Be responsible for all kinds of insurances of the drivers (both in the rented car and the UNICEF vehicles),
32. Be responsible for all overtime expenses of the drivers,
33. Ensure that, when a non-UN staff is carried the drivers receive the signatures on ‘passenger forms’ and keep a proper file,
34. Ensure that the drivers have a minimum of five years safe driving experience and possesses valid driving licenses,
35. Ensure that the Social Security insurance has been organized and paid for the drivers,
36. Ensure that the drivers are capable of rectifying minor vehicle defects.
37. Ensure that drivers are fluent in Turkish and has preferably basic English and/or Arabic knowledge,
38. Ensure that drivers have information on the country roads and traffic rules and regulations,
39. Upon the receipt of the car park, UNICEF will cover the parking fee cost.
40. Ensure that drivers maintain a courteous and professional demeanor while interacting with UNICEF staff, partners, and beneficiaries.
41. The drivers' salaries must not be below the minimum wage set by the Turkish government. Additionally, necessary insurance for the drivers should be provided, and overtime payments should be made in accordance with the relevant regulations of the Turkish government. Please submit your proposals based on these conditions.
42. Furthermore, UNICEF reserves the right to verify, during the contract period, all payments related to drivers' salaries, insurance, and any overtime payments by requesting supporting documentation
43. **Tyres and Winter Tyres Requirements**
    1. All vehicles must be equipped with high-quality tyres in good condition at the time of delivery.
    2. Tyres must be replaced with new ones every 4 years or earlier if the tread depth is below 3 mm, or if they show signs of wear, damage, or reduced performance, as per international safety standards.
    3. The service provider shall ensure that all vehicles are equipped with winter tyres during the winter season (typically from 1st November to 1st April, or as per local regulations).
    4. Winter tyres must comply with the relevant national and international standards (e.g., the snowflake symbol or M+S marking).
    5. The cost of tyre changes (summer to winter and vice versa), as well as storage of unused tyres, shall be covered by the service provider.

**Contract Termination:**

In addition to the above described instances, if there is proven evidence on an objective and quantified basis that;

1. The Contractor favours any one of its subcontractors in provision of services, although the subcontractor does not provide value for money to UNICEF,
2. The Contractor has breached the terms of its legal agreements with its subcontractors,
3. The Contractor provides compensation to its staff in a manner that would encourage them to increase the cost to UN Agencies,
4. The Contractor fails to provide the requested services in full compliance with the ToR and the contract that requires deduction in the payment of invoice amounts due to non/poor performance,

UNICEF will have the right to ask for written explanation of the alleged action(s) and compensation from the Contractor or deductions from invoice payments, accordingly. If such cases occur more than 3 times a year, this may lead to immediate termination of the contract by UNICEF.

UNICEF shall reserve the right to terminate the Contract for Short-term institutional Service at any time throughout the validity periods identified:

1. On one month notice in the event of change of controlling ownership of the Contractor or if the Contractor fails to maintain the performance and service standards set forth in the Contract;

or

1. Immediately in the event of the Travel/Rental Agency entering into liquidation, whether   
   compulsory or voluntary, or entering into receivership or bankruptcy, or defaults on its payments to their sub-contractors.

**Price proposals:**

All price proposals should be submitted by the bidders in US Dollars (excluding VAT) as per the attached Price Proposal template that will be valid for at least 39 months.

The tender is divided into **four (4) separate lots** based on geographical regions:

* **Lot 1:** Gaziantep
* **Lot 2:** Istanbul
* **Lot 3:** Ankara
* **Lot 4:** Other cities in Türkiye (excluding the above)

Bidders are allowed to submit offers for **one or more lots (partial bidding is allowed)**. However, for each lot, bidders are required to submit an offer for **all vehicle types and related services listed under that specific lot**. Incomplete submissions for a given lot (e.g., missing vehicle types or services) will not be considered.

**Lot-based and city-specific pricing** should be provided as per the **Price Proposal Template** shared with this tender document. Bidders must ensure that their financial offers align with the structure and requirements defined in the template.

Bids will be evaluated **lot by lot**, and UNICEF reserves the right to award each lot to a different vendor based on the evaluation criteria.

**Required documents to be submitted for the bid together with the price proposal:**

1. Price proposal,
2. Commitment by the legal representative of the company indicating that the terms and conditions written in this ITB and its annexes are fully accepted; he/she will arrange all necessary insurances including but not limited to KASKO, traffic insurances, Social security insurance for the drivers, and the vehicle; and he/she will take all legal responsibilities in case of an accident caused by the rented vehicle or drivers during the service period to UNICEF,
3. "Invitation to Bid for Services Form" which is on the 3rd page of this ITB document,
4. Copy of power of attorney for the authorized signatures of the responsible people to sign, provide proposal, and to represent the company in any feature,
5. Copy of trade registration that proves the constitution of the company, showing the company is active at least for 3 years.
6. Registration to Chamber of Commerce,
7. A complete copy of your latest audited financial statements with comparative figures for the last 2 years, preferably signed by your company’s accounting firm/ certified external auditor. The financial statements are to include, but not limited to, the following:

a) Balance sheet (mandatory)

b) Income statement/ Profit and Loss Statement (mandatory)

c) Statement of cash flows (if available)

d) Statement of changes in shareholders equity (if available)

e) The report from the external auditor (if available)

f) Notes to the financial statements (if available)

1. Your company’s UN Global Marketplace (UNGM) registration number. You are kindly requested to register for, at the very latest, Basic and Level 1 stages. For registration and instructions on how to, kindly refer to the attachment or the UNGM site:

[www.ungm.org/RegistrationProcess](http://www.ungm.org/RegistrationProcess)

1. Copies of local and international membership certificates, if any,
2. Location of offices or agents relevant to UNICEF, if any,
3. Minimum 3 references of clients with their telephone numbers and emails, for whom the bidder has carried out a similar work (including the specific name of the job or any other explanatory information which is relevant for this service request, commencement and completion date of contract and its value should be indicated),
4. Any other information that the bidder considers relevant for his/her price proposal.

**Required documents to be submitted by the winning company following the selection process:**

1. Traffic and KASKO (comprehesive damage) insurance photocopies for the vehicles in Gaziantep
2. Documents proving that all legal and compulsory examinations have been completed,
3. Documents proving that periodic maintenance of the vehicle has been completed,
4. CVs of the drivers,
5. Photocopies of the driving licenses of the drivers,
6. Social Security documents for the drivers,
7. Criminal record certificates of the drivers.

**Payment terms:**

UNICEF does not make any advance payments. Payments will be made in Turkish Lira.

During the service period, if drivers are requested to travel outside Gaziantep or other cities and shall stay overnight, accommodation expenses will be paid by UNICEF to the drivers on the basis of an identified amount by UNICEF.

Payments will be made to the selected company at the end of each and every month upon completion of the month, receipt of services and submission of invoices together with all required supporting documents within net 30 days upon receipt of the invoice.