

ANNEX B: RESPONSIBILITIES AND OBLIGATIONS

Service provider obligations

- a. The Service provider agrees to provide services, maintenance and inspections of UNHCR vehicles in Sudan as requested by UNHCR.
- b. The Service provider acknowledges that UNHCR shall have no obligation to provide him/her any assistance in performing the Services other than expressly set forth herein.
- c. Delivery time of completed work to be communicated at time of handing over the vehicle to the custodian.
- d. The service provider shall take full responsibility for any error made through maintenance rendered by it and shall be responsible at his own cost for any loss or damage.
- e. The Service provider shall be liable to compensate UNHCR for any damage, loss, wear, tear and deterioration resulting from improper handling, carelessness or negligence from his staff.
- f. The Service provider shall report to UNHCR in timely manner on Damage, loss, wear, tear and deterioration and be cooperative in all procedures and necessary steps for identification of causes and solutions.
- g. The Service provider shall provide warranties for all services performed.
- h. No Services may be rendered by the Service provider to UNHCR, unless specific written instructions have been sent to the Service provider. The Service provider shall be responsible for any services released without specific written instructions from UNHCR.
- i. The Service provider shall maintain an adequate inventory of genuine spare parts from authorized manufacturers listed in this tender and shall have a satisfactory source of supply for such parts as may be needed in the performance of the services.
- j. All supplies and materials shall be of a type and quality that conform to Manufacturer's specifications and standards. All supplies, materials, and equipment to be used in the performance of work described herein are subject to be checked as deemed required.
- k. The Service provider will avail the services of his/her workshop(s) and try the best in giving priority to UNHCR vehicles with all necessary repair and maintenance to comply with the service delivery timeframes above.
- l. The Service provider shall perform all services, in a meticulous, skillful and professional manner in strict compliance with the provision of this TOR and the instructions of the UNHCR.
- m. The Service provider shall keep and maintain up-to-date records of all services rendered to UNHCR vehicles and shall notify UNHCR in advance of the next service schedules.
- n. The Service provider shall ensure that the mechanics for any repair works are skilled (trained and certified) and sufficiently trained for the respective vehicles. Unskilled mechanics/ staff shall not carry out any major repairs on UNHCR vehicles.
- o. Assist in Organizing and facilitate training of drivers, staff, UNHCR partners, Non-Governmental Organizations (NGO) and government counterparts in driving and car maintenance best practice.
- p. The service provider shall submit monthly statements for all vehicles maintained during that month. The statements shall identify all maintenance services provided by location, invoice number, associated costs, vehicle's plate number and barcode.
- q. The Service provider shall have land lines and mobile phone access, email address and fax for continuous communication in case of emergency or unplanned replacement of parts on UNHCR vehicles during the working period (from Sunday to Thursday, 8 am to 5 am). All the information on services performed by the Service provider is to be provided to UNHCR on a monthly basis. The form and content of such information shall be agreed in advance with UNHCR.
- r. The Service provider shall neither seek nor accept instructions from any authority external to UNHCR in connection with the performance of its services under this services contract. The Service provider shall refrain from any action that may adversely affect UNHCR or the United Nations and shall fulfil its commitment with the fullest regard to the interests of UNHCR.
- s. No change, amendment or modification to the scope of works and prices of this Contract will be accepted unless agreement has been made in writing between UNHCR and the Service provider. These changes will be incorporated through an amendment to this CONTRACT, which will be duly signed by representatives of each party.

- t. If the contract is terminated, the contracted service provider must agree to transfer all established business processes in full to UNHCR and to the subsequent service provider in order to guarantee continuity of the established UNHCR maintenance and repair activities.

UNHCR Sudan obligations

- a. Communicate in an official way, expected maintenance or repair tasks in advance, giving the Service provider ample time for preparations,
- b. UNHCR to notify each custodian to facilitate statutory inspection for their respective vehicles.
- c. UNHCR to approve all repairs and maintenance requests or otherwise reject a service request if deemed appropriate.
- d. UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this Contract and which may be made against the Service provider.
- e. UNHCR shall not be liable for any claims for compensation for death, disability or other hazards which may be suffered by personnel of the Service provider as a result of their employment on work which is the subject matter of this Contract.