



REQUEST FOR QUOTATION (RFQ)
For Annual Maintenance Contract of Fire Extinguishers in the UN House

NAME & ADDRESS OF FIRM	DATE: August 26, 2016
	REFERENCE: UNDP/RFQ/40/2016

Dear Sir / Madam:

We kindly request you to submit your quotation for **Annual Maintenance Contract of Fire Extinguishers in the UN House**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 2.

This process will result in entering into a Long Term Agreement with the selected vendor for a period of two years with the provision of extension for one additional year, based on satisfactory performance.

Quotations may be submitted on or before **5:00PM, September 5, 2016** in sealed envelope by *courier mail or hand delivery* to the address below:

United Nations Development Programme
Ref: UNDP/RFQ/40/2016
The Registry, Reception, UN House
Pulchowk, Lalitpur, Nepal

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Please take note of the following requirements and conditions pertaining to the above mentioned services:

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input checked="" type="checkbox"/> Other: Service Fees as per the TOR (Annex 4)	
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> (NOT APPLICABLE)	
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Development Program (UNDP) Nepal UN House, Pulchowk Lalitpur, Nepal	
UNDP Preferred Freight Forwarder, if any ²	Not applicable	
Distribution of shipping documents (if using freight forwarder)	Not applicable	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> (NOT APPLICABLE)	
Delivery Schedule	As specified in the Terms of Reference (Annex 4)	
Packing Requirements		
Mode of Transport		
Preferred Currency of Quotation ³	<input checked="" type="checkbox"/> Local Currency : Nepalese Rupees (NPR.)	
Value Added Tax on Price Quotation ⁴	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes	

¹ Must be linked to INCO Terms chosen.

² Depends on INCO Terms. The suggestion to use a UNDP preferred courier is only for purposes of familiarity with procedures and documentary requirements applicable to the UNDP when clearing with customs.

³ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

⁴ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

After-sales services required	
	<i>[pls. specify]</i>
Deadline for the Submission of Quotation	5:00PM, Monday, September 05, 2016 Nepal Standard Time
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted ⁵	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest VAT/PAN Registration Certificate; <input checked="" type="checkbox"/> Latest Tax Clearance Certificate; <input checked="" type="checkbox"/> Two Client certificates as evidence of minimum 3 years past experience in similar repair & maintenance work;

⁵ First 2 items in this list are mandatory for the supply of imported goods

	<input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;
Period of Validity of Quotes starting the Submission Date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted [
Payment Terms ⁶	<input checked="" type="checkbox"/> Payment will be made after successful completion of the work.
Liquidated Damages	
Evaluation Criteria [check as many as applicable]	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁷ <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions [this is a mandatory criteria and cannot be deleted regardless of the nature of services required]
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Long-Term Agreement⁹ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)

⁶ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁷ UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.

⁸ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁹ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation

Special conditions of Contract	
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of completion of the services, based on full compliance with RFQ requirements
Annexes to this RFQ ¹⁰	<input checked="" type="checkbox"/> Schedule of Requirement for Annual Maintenance Contract of Fire Extinguisher in the UN House (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). <input checked="" type="checkbox"/> Term of Reference (Annex 4) <p style="text-align: center;"><i>[pls. specify, if any]</i></p> <p>Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.</p>
Contact address for Inquiries (Written inquiries only) ¹¹	<p><i>Procurement Unit</i> <i>UNDP Nepal</i> <i>Email: query.procurement.np@undp.org</i></p> <p>Written inquiries must be submitted mentioning RFQ Ref: UNDP/RFQ/40/2016 (UG), on or before 5:00PM, 30 August 2016. UNDP shall respond to the inquiries through a bulletin which will be posted in UNDP Website: http://www.np.undp.org/content/nepal/en/home/operations/procurement.html. Inquiries received after the above date and time shall not be entertained.</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers</p>

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNDP requirements.

¹⁰ Where the information is available in the web, a URL for the information may simply be provided.

¹¹ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNDP. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNDP's re-computation and correction of errors, its quotation will be rejected.

After UNDP has identified the lowest price offer, UNDP reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNDP's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the quotation. At the time of award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNDP herein attached as Annex 3.

UNDP is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. **In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

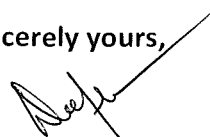
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation.

Sincerely yours,




Deepak Shrestha
Procurement Analyst
August 26, 2016

Annex 1

Schedule of Requirements for Annual Maintenance Contract of Fire Extinguisher in the UN House

Schedule of Requirement				Requirement
S.no.	Description	Unit	Qty	
	Annual Maintenance Contract of Fire Extinguishers as listed below in accordance with the Terms of Reference (Annex 4)			
1	2 Kgs. ABC	Nos.	15	
2	2 Kgs. CO ₂	Nos.	12	
3	4 Kgs. ABC	Nos.	5	
4	4.5 Kgs. ABC	Nos.	33	
5	4.5 Kgs. CO ₂	No.	1	
6	5 Kgs. ABC	Nos.	3	
7	6 Kgs. ABC	Nos.	31	
8	9 Kgs. ABC	Nos.	4	
9	45 Ltrs. AFFF	Nos.	3	
10	50 Kgs. ABC	Nos.	1	
	Total	Nos.	108	


 Deepak Shrestha
 Procurement Analyst
 August 26, 2016

FORM FOR SUBMITTING SUPPLIER'S QUOTATION¹²*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery¹³)*

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer bid for the Annual Maintenance Contract of Fire Extinguisher in the UN House in conformity with the requirements of UNDP as per RFQ Reference No. UNDP/RFQ/40/2016:

TABLE 1 : Offer to provide Annual Maintenance Contract of Fire Extinguisher in the UN House

Item No.	Description/Specification of Goods	Quantity in nos.	Unit Price/month in NPR.	Total Price/month in NPR.
	Monthly Cost for AMC of Fire Extinguishers:-			
1	2 Kgs. ABC	15		
2	2 Kgs. CO ₂	12		
3	4 Kgs. ABC	5		
4	4.5 Kgs. ABC	33		
5	4.5 Kgs. CO ₂	1		
6	5 Kgs. ABC	3		
7	6 Kgs. ABC	31		
8	9 Kgs. ABC	4		
9	45 Ltrs. AFFF	3		
10	50 Kgs. ABC	1		
	TOTAL			
	VAT 13%			
	TOTAL PRICE PER MONTH in Nepalese Rupees inclusive of 13% VAT			

Rates for refilling cost of fire extinguishers:-

S. No.	Description	Unit Price for Refilling in NPR. (exclusive of VAT)
1	2 Kgs. ABC	
2	2 Kgs. CO ₂	
3	4 Kgs. ABC	
4	4.5 Kgs. ABC	
5	4.5 Kgs. CO ₂	
6	5 Kgs. ABC	
7	6 Kgs. ABC	
8	9 Kgs. ABC	
9	45 Ltrs. AFFF	
10	50 Kgs. ABC	

NOTE: UNDP will sign Long Term Agreement with the selected vendor for a period of 2 years with the provision of extension for another 1 year.

¹² This serves as a guide to the Supplier in preparing the quotation and price schedule.

¹³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

List of Consumable Item/s (Include fast moving parts, if any)	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item
NOT APPLICABLE				

TABLE 3 : Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:	NA		
Country/ies Of Origin ¹⁴ :	NA		
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance	NA		
b) Warranty	NA		
c) Service Unit to be Provided when the Purchased Unit is Under Repair	NA		
d) Brand new replacement if Purchased item is not working	NA		
e) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements [pls. specify]	NA		

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.

[Name and Signature of the Supplier's Authorized Person]
[Designation]
[Date]

¹⁴ If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.

Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNDP unless agreed to in writing by a duly authorized official of UNDP.

2. PAYMENT

2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.

3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNDP, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNDP shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNDP of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNDP and the United Nations harmless from any actions or claims brought against UNDP or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNDP

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNDP may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

9.1 Procure all or part of the goods from other sources, in which event UNDP may hold the Supplier responsible for any excess cost occasioned thereby.

9.2 Refuse to accept delivery of all or part of the goods.

9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNDP.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNDP to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNDP.

11. ASSIGNMENT AND INSOLVENCY

11.1. The Supplier shall not, except after obtaining the written consent of UNDP, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNDP may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNDP or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNDP without specific permission of UNDP in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNDP to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNDP.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and

abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 18.2 UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possess the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference for Annual Maintenance Contract of Fire Extinguishers

Location: UN HOUSE, PULCHOWK

Introduction

United Nations Development Programme (UNDP) is soliciting an authorized dealer having extremely good experience for the regular maintenance and repair services of fire extinguishers to provide professional services to UNDP and UN Agencies in UN House. The contract will be concluded to maintain the highest standard of performance of Fire fighting equipments throughout the year.

1. Objective:

The main purpose of the annual maintenance contract (AMC) of fire extinguishers and appliances is to ensure regular upkeep of the fire extinguishers for safety and security of UN staff by reducing the risk of failure of equipment when the need arises.

2. Scope of the Works

- a. The main responsibility is to ensure regular testing, and servicing of the fire extinguisher throughout the year.
- b. The Contractor shall visit the site at least once in four months to thoroughly inspect all the fire extinguishers.
- c. Testing and maintenance work shall be carried out strictly by a competent and qualified person who shall inspect the work site to check the conditions of the Fire Extinguishers and appliances.
- d. The contractor shall prepare and submit a report after every visit in which the information on the date of testing and servicing, the defects noticed, actions required to be taken to set right the defects and the action have been taken must be reflected in the report.
- e. Minor repairs and defect works shall be the responsibility of the contractor with immediate effect at no extra cost, however for major works the contractor has to submit the report required and subject to approval from the authorized unit and issues or work order, the defects should be rectified immediately.
- f. The annual maintenance work must include your free service for any emergency work for fire protection.
- g. Any problem during the maintenance work shall be brought to the notice of the administration department of UNDP.

- h. Regular fire drills shall be conducted for the UN staff to acquaint themselves with the working of fire extinguishers the record of such drills should be properly maintained.
- i. All types of fire extinguishers and appliances mounted on the wall and fixed on the vehicles etc located within the premise of UN House and KSK are covered under the same contract.
- j. The contractor shall prepare a complete inventory of Fire Extinguishers of UN House within 15 days after issue of contract and the same to be regularly updated and provided to the Administrative In charge.
- k. Inspection and servicing of fire extinguishers with general cleaning, painting, polishing labeling of the containers and the operation parts.
- l. The contractor will have to liaise with the staff of Fire Section and local fire brigade in case of any fire emergencies.
- m. The contractor will be held responsible for the active operation of fire extinguishers in case of any fire emergencies.
- n. The contractor should assess the location of fire extinguishers to ensure that the extinguishers are sited in prominent positions.
- o. When a service has been carried out it is important that information is entered onto the equipment with servicing label dates and all possible relevant information.

3. Personnel

- a. The contractor shall provide very qualified and experienced personnel to conduct all the necessary routine testing and maintenance work. The proposed personnel should not hold any court cases or any criminal record in the local police offices and must be fit both mentally and physically to perform their tasks.
- b. The contractor shall assume the full responsibility of its employees at all times and while on duty within the UN premise and in no way hold UNDP responsible for any injury, bodily dismemberment or death that may happen during the course of providing contractual services to UNDP.
- c. The contractor shall be fully responsible for all the acts of its employees including their behavior and negligence in work.
- d. The Contractors shall provide the Bio-Data and the citizenship certificates of the proposed team to the UNDP along with 2 copies of the recent photographs. The firm

must be registered with Government of Nepal, which shall have an updated record of the tax payment to the HMG/N.

- e. The UN agencies encourage the firm to provide the ladies staff as well and strongly advocates prohibition of child labor.
- f. Prior information is required to be given to the respective office before inspection of fire extinguishers at any period of time.

4. Operating Procedures

- a. All the quarterly visits shall be known as regular visits and the visits made during emergency or upon call will be termed as additional visits.
- b. In the event when urgent servicing and repairing is required, the contractor shall send an appropriate number of the technicians or Engineers according to the type of the service required within 3 hours from the conveyance of the message to the contractor. In case of acute emergency, the contractor shall send the technical person/s immediately;
- c. In the event when the Agency requires to purchase fire extinguisher or avail any other service, the price offered shall not be in excess of the prevailing market rate.
- d. The contractor shall be considered as having legal status of an independent Contractor and shall not be considered in any respect as being a staff member of the United Nations. The rights and obligations of the Contractor are strictly limited to articles mentioned in this Terms of Reference. Accordingly, the Contractor shall not be entitled to any benefit as expressly mentioned in the contract.

5. Remuneration

- a. The remuneration shall be paid to that Contractor on a monthly basis.
- b. The Contractor shall offer two different rates i.e. regular monthly cost for AMC and a separate cost for refilling of fire extinguisher of different capacity which will remain valid during the entire period of AMC.

c. Income Tax Liabilities

The Contractor is fully responsible for the payment of income taxes to be paid to the Government of Nepal. The UN Agency is not responsible for the payment of any kind of taxes including income taxes in this connection.

6. Termination

The Contract may be terminated if either party gives the other party a written notice of one month in advance. It also renders the automatic termination when there is a breach of the Terms and Condition Mentioned in the Terms of Reference (TOR) and Contract Document by either part.

List of Fire extinguishers in UN House

S.N	Fire Extinguishers Serial Code No.	Description of Location		Quantity of Fire Extinguishers
1	001	Fuel Pump Area	UNDP	1 no. of 45 ltr AFFF
2	002	Fuel Pump Area	UNDP	1 no. of 45 ltr AFFF
3	003	Fuel Pump Area	UNDP	1 no. of 9 kg ABC
4	004	Fuel Pump Area	UNDP	1 no. of 9 kg ABC
5	22	Fuel Pump Area	UNDP	1 no. of 45 ltr AFFF
6	006	Lease Area	UNDP	1 no. of 6 kg ABC
7	007	Lease Area	UNDP	1 no. of 6 kg ABC
8	008	Lease Area	UNDP	1 no. of 6 kg ABC
9	009	Lease Area	UNDP	1 no. of 6 kg ABC
10	010	Generator Room	UNDP	1 no. of 6 kg ABC
11	011	Generator Room	UNDP	1 no. of 9 kg ABC
12	23	Generator Room	UNDP	1 no. of 50 kg ABC
13	012	Building NO 3 Debries	UNDP	1 no. of 6 kg ABC
14	013	Building NO 3 Debries	UNDP	1 no. of 6 kg ABC (impact)
15	014	Building NO 3 SCB	UNDP	1 no. of 4.5 kg ABC
16	015	Building NO 3 SCB	UNDP	1 no. of 6 kg ABC
17	016	Building NO 3 SCB	UNDP	1 no. of 6 kg ABC
18	017	Main Electric Supply Room	UNDP	1 no. of 4.5 kg ABC
19	018	Main Electric Supply Room	UNDP	1 no. of 6 kg ABC
20	019	Main Electric Supply Room	UNDP	1 no. of 4.5 kg ABC
21	020	Back Side of Main Building (Near Disp.) 01	UNDP	1 no. of 4.5 kg ABC
22	021	Back Side of Main Building (Near Disp.) 02	UNDP	1 no. of 6 kg ABC
23	026	Security Main Gate 01	UNDP	1 no. of 4.5 kg ABC
24	027	Security Main Gate 02	UNDP	1 no. of 2 kg ABC
25	028	Security Main Gate 03	UNDP	1 no. of 2 kg ABC
26	029	Private Bike Parking	UNDP	1 no. of 6 kg ABC
27	030	Private Bike Parking	UNDP	1 no. of 6 kg ABC
28	032	Inside Conference Room 01	UNDP	1 no. of 4.5 kg ABC

29	033	Inside Conference Room 02	UNDP	1 no. of 4.5 kg ABC
30	034	Outside the UNDP Transpt. Room	UNDP	1 no. of 4.5 kg ABC
31	035	UNIC Room 01 (Ram Babu Saha)	UNDP	1 no. of 4.5 kg ABC
32	036	Entrance UNIC Outside	UNDP	1 no. of 4.5 kg ABC
33	24	UNIC Room 03	UNDP	1 no. of 4.5 kg ABC
34	037	EOC Room 01	UNDSS	1 no. of 4.5 kg ABC
35	038	EOC Room 02	UNDSS	1 no. of 4.5 kg ABC
36	92	EOC Room 03	UNDSS	1 no. of 2 kg CO2
37	93	EOC Room 04	UNDSS	1 no. of 2 kg ABC
38	94	Radio Room	UNDSS	1 no. of 2 kg ABC
39	91	EOC Room 03 outer wall North	UNDSS	1 no. of 4.5 kg CO2
40	039	UNDSS Main Building 01	UNDSS	1 no. of 6 kg ABC
41	040	UNDSS Main Building 02	UNDSS	1 no. of 2 kg CO2
42	041	UNDSS Main Building 03	UNDSS	1 no. of 6 kg ABC
43	042	UNDSS Main Building 04	UNDSS	1 no. of 2 kg CO2
44	88	UNDSS store	UNDSS	1 no. of 4.5 kg ABC
45	89	UNDSS store	UNDSS	1 no. of 2 kg ABC
46	90	UNDSS store	UNDSS	1 no. of 2 kg CO2
47	84	UNDSS store	UNDSS	1 no. of 9 kg ABC
48	044	Operations Building 01 (Gate)	UNDP	1 no. of 4.5 kg ABC
49	045	Main building 2nd Floor RR office Entrance	UNDP	1 no. of 4.5 kg ABC
50	046	Operations Building 03	UNDP	1 no. of 2 kg ABC
51	047	Operations Building 04	UNDP	1 no. of 4.5 kg ABC
52	048	UNDP HR Room	UNDP	1 no. of 4.5 kg ABC
53	049	UNDP Finance Room	UNDP	1 no. of 4.5 kg ABC
54	050/new	UNDP IT Room (inside) 01	UNDP	1 no. of 2 kg CO2
55	051	UNDP IT Room (outside) 02	UNDP	1 no. of 4.5 kg ABC
56	052	Outside UNAIDS Room near Procurement	UNDP	1 no. of 4.5 kg ABC
57	053	Outside UNAIDS Room near Restroom	UNDP	1 no. of 4.5 kg ABC
58	054	Inside UNAIDS Room	UNAIDS	1 no. of 4.5 kg ABC
59	025	Inside UNAIDS Room	UNAIDS	1 no. of 2 kg ABC
60	055	Main Building Ground Floor FAO (Lobby)	UNDP	1 no. of 4.5 kg ABC
61	056	Main Building WHO, East wing	WHO	1 no. of 2 kg ABC
62	057	Main Building WHO, East wing	WHO	1 no. of 2 kg CO2
63	058	Store	WHO	1 no. of 6 kg ABC
64	059	Switch Board Room 01	UNDP	1 no. of 4.5 kg ABC
65	104	Main Building WHO East wing	WHO	1 no. of 2 kg ABC
66	060	Switch Board Room 02	UNDP	1 no. of 2 kg CO2
67	061	FAO office area	FAO	1 no. of 4.5 kg ABC
68	105	FAO Server room	UNDP	1 no. of 2 kg CO2
69	062	Main Building 1st Floor UNICEF 01 Lobby	UNDP	1 no. of 4.5 kg ABC

70	063	Main Building 1st Floor East wing	UNDP	1 no. of 5 kg ABC
71	064	Main Building UNICEF Floor 01 Lobby	UNICEF	1 no. of 4.5 kg ABC
72	x01	Unicef West wing	UNICEF	1 no. of 4 kg ABC
73	x02	Unicef West wing	UNICEF	1 no. of 4 kg ABC
74	x03	Unicef West wing	UNICEF	1 no. of 2 kg CO2
75	x04	Unicef West wing	UNICEF	1 no. of 4 kg ABC
76	x05	Unicef East wing (main entrance)	UNICEF	1 no. of 2 kg CO2
77	x06	Unicef East wing	UNICEF	1 no. of 4 kg ABC
78	x07	Unicef East wing	UNICEF	1 no. of 4 kg ABC
79	066	Main Building II nd Floor 01	UNDP	1 no. of 4.5 kg ABC
80	068	Main Building II nd Floor 03	UNDP	1 no. of 4.5 kg ABC
81	069	Main Building II nd Floor 04 (RCHCO)	UNDP	1 no. of 6 kg ABC
82	070	Main Building II nd Floor 05	UNDP	1 no. of 2 kg ABC
83	071	Main Building II nd Floor 06	UNDP	1 no. of 6 kg ABC
84	072	Main Building II nd Floor 07	UNDP	1 no. of 6 kg ABC
85	073	Main Building II nd Floor 08	UNDP	1 no. of 6 kg ABC
86	074	Main Building II nd Floor 09	UNDP	1 no. of 6 kg ABC
87	075	Main Building II nd Floor 10	UNDP	1 no. of 4.5 kg ABC
88	076	Main Building II nd Floor 11	UNDP	1 no. of 6 kg ABC
89	077	Main Building II nd Floor 12 Entrance	UNDP	1 no. of 6 kg ABC
90	078	Main Building III rd Floor 01	UNDP	1 no. of 2 kg ABC
91	080	Main Building WHO IT Room 01	WHO	1 no. of 6 kg ABC
92	081	Main Building WHO IT Room 02	WHO	1 no. of 2 kg ABC
93	082	Manik's Room	UNDP	1 no. of 2 kg ABC
94	083	Main Building UNDP III Floor (Staircase)	UNDP	1 no. of 2 kg ABC
95	085	Extra in store/ Main gate visitor entrance	UNDP	1 no. of 4.5 kg ABC
96	086	Manik's Room	UNDP	1 no. of 2 kg CO2
97	087	Extra in store/ Main gate visitor entrance	UNDP	1 no. of 4.5 kg ABC
98	95	WHO Entrance West wing	WHO	1 no. of 6 kg ABC
99	96	FAO Pantry	UNDP	1 no. of 2 kg ABC
100	103	WHO West wing	WHO	1 no. of 6 kg ABC
101	98	Main building Entrance	UNDP	1 no. of 6 kg ABC
102	99	Unicef Transportation office	UNICEF	1 no. of 5 kg ABC
103	100	Unicef Emergency Exit	UNICEF	1 no. of 5 kg ABC
104	97	WHO IT Room	WHO	1 no. of 2 kg CO2
105	101	Main Building- Front side-left	UNDP	1 no. of 6 kg ABC
106	102	Main Building -Front side-right	UNDP	1 no. of 6 kg ABC
107	xxx	Main Entrance	UNDP	1 no. of 6 kg ABC
108	xxx	Main Entrance	UNDP	1 no. of 6 kg ABC

