INVITATION TO BID (ITB)

BID DOCUMENT

Procurement for the Supply, Installation, Configuration, Testing, Commissioning; Training and After Sales Services of Energy Efficient Lighting (EEL) technologies in Barbados and the OECS

Project Title: SIDS DOCK Support Programme Caribbean Energy Efficient Lighting Project

Procurement Reference No.: ITB150513-01

United Nations Development Programme (UNDP)
Barbados and the OECS
2015
SECTION 1: LETTER OF INVITATION

Subject: Procurement for the Supply, Installation, Configuration, Testing, Commissioning; Training and After Sales Services of Energy Efficient Lighting in Barbados and the OECS

Dear Mr. /Ms.: [indicate name]

The United Nations Development Programme (UNDP) hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

Section 1 – This Letter of Invitation
Section 2 – Instructions to Bidders (including Data Sheet)
Section 3 – Schedule of Requirements and Technical Specifications
Section 4 – Bid Submission Form
Section 5 – Documents Establishing the Eligibility and Qualifications of the Bidder
Section 6 – Technical Bid Form
Section 7 – Price Schedule Form
Section 8 – Form for Bid Security
Section 9 – Form for Performance Security
Section 11 – General Terms and Conditions

Your offer, comprising of a Technical Bid and Price Schedule, together should be submitted in accordance with Section 2.

E-mail address dedicated for this purpose: procurement.bb@undp.org

Should you require any clarification, kindly email queries to the address listed in the Data Sheet (DS no. 18) listing the procurement reference number “ITB150513-01”.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Henry Mangal
Operations Manager
UNDP Barbados and the OECS Country Office
SECTION 2: Instruction to Bidders

Definitions

a) “Bid” refers to the Bidder’s response to the Invitation to Bid, including the Bid Submission Form, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.

b) “Bidder” refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by UNDP.

c) “Contract” refers to the legal instrument that will be signed by and between the UNDP and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.

d) “Country” refers to the country indicated in the Data Sheet.

e) “Data Sheet” refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.

f) “Day” refers to calendar day.

g) “Goods” refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that UNDP requires under this ITB.

h) “Government” refers to the Government of the country where the goods and related services provided/rendered specified under the Contract will be delivered or undertaken.

i) “Instructions to Bidders” refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid.

j) “ITB” refers to the Invitation to Bid consisting of instructions and references prepared by UNDP for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.

k) “LOI” (Section 1 of the ITB) refers to the Letter of Invitation sent by UNDP to Bidders.

l) “Material Deviation” refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.

m) “Schedule of Requirements and Technical Specifications” refers to the document included in this ITB as Section 3 which lists the goods required by UNDP, their specifications, the related services, activities, tasks to be performed, and other information pertinent to UNDP’s receipt and acceptance of the goods.

n) “Services” refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by UNDP under the ITB.

o) “Supplemental Information to the ITB” refers to a written communication issued by UNDP to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.
A. GENERAL

1. UNDP hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the ITB.

2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.

3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this ITB.

4. UNDP implements a policy of zero tolerance on prescribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/ for full description of the policies)

5. In responding to this ITB, UNDP requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
   5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
   5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or
   5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:
   6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and
   6.4 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the Bid.

7. The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this ITB, and others that may lead to undue advantage against other Bidders, and the eventual rejection of the Bid.

8. All Bidders must adhere to the UNDP Supplier Code of Conduct, which may be found at this link:
B. CONTENTS OF BID

9. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

9.1 Bid Submission Cover Letter Form (see ITB Section 4);
9.2 Documents Establishing the Eligibility and Qualifications of the Bidder (see ITB Section 5);
9.3 Technical Bid (see prescribed form in ITB Section 6);
9.4 Price Schedule (see prescribed form in ITB Section 7);
9.5 Bid Security, if applicable (if required and as stated in the DS nos. 9, 10 and 11, see prescribed Form in ITB Section 8);
9.6 Any attachments and/or appendices to the Bid (including all those specified under the Data Sheet)

10. Clarification of Bid

10.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the Data Sheet (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent through electronic means to the UNDP address indicated in the Data Sheet (DS no. 17). UNDP response will be transmitted by electronic means and copies of the response (including an explanation of the query but without identifying the source of inquiry) will be transmitted to all Bidders who have provided confirmation of their intention to submit a Bid.

10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Bid, unless UNDP deems that such an extension is justified and necessary.

Amendment of Bid

11.1 At any time prior to the deadline for submission of Bid, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified of all changes/amendments and additional instructions through Supplemental Information to the ITB which will be published in accordance with the method specified in the Data Sheet (DS No. 18).

11.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, UNDP may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

11. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

12. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the Data Sheet (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the Data Sheet, must be accompanied by a translation in the preferred language indicated in the Data Sheet. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

13. Bid Submission Form

The Bidder shall submit the Bid Submission Form using the form provided in Section 4 of this ITB.
14. Technical Bid Format and Content

Unless otherwise stated in the Data Sheet (DS no. 26), the Bidder shall structure the Technical Bid as follows:

15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No. 24 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

15.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/ports of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the Data Sheet (DS nos. 27 and 28).

Bidders must be fully aware that the goods and related services that UNDP require may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP’s policies and procedures. All bidders are therefore required to submit the following in their bids:

a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the Country of Origin (C/O), use or dual use nature of the goods or services, including any disposition to end users;

b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and

c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

14.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to UNDP that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Bidder, shall be made only with UNDP’s acceptance of the justification for substitution, and UNDP’s approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.
15.4 Where the **Data Sheet** requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by UNDP, and reject the Bid, in the event of any or any combination of the following conditions:

a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the **Data Sheet** (DS no. 8), or;

b) If the Bid Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;

c) In the case the successful Bidder fails:
   i. to sign the Contract after UNDP has awarded it;
   ii. to comply with UNDP’s variation of requirement, as per ITB Clause 35; or
   iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering effective the contract that may be awarded to the Bidder.

15. **Price Schedule**

The Price Schedule shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

16. **Currencies**

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

17.1 UNDP will convert the currency quoted in the Bid into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Bid; and

17.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP’s preference, using the conversion method specified above.

17. **Documents Establishing the Eligibility and Qualifications of the Bidder**

18.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Bidder Information Forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP’s satisfactions. These include, but are not limited to the following:

a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods’ manufacturer or producer to supply the goods in the country of final destination;

b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and

c) That, to the best of the Bidder’s knowledge, it is not included in the UN 1267 List or the UN Ineligibility List, nor in any and all of UNDP’s list of suspended and removed vendors.

18.2 Bids submitted by two (2) or more Bidders shall all be rejected by UNDP if they are found to have **any** of the following:

a) they have at least one controlling partner, director or shareholder in common; or

b) any one of them receive or have received any direct or indirect subsidy from the other/s; or

c) they have the same legal representative for purposes of this ITB; or
d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
e) they are subcontractors to each other’s bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

18. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that: (i) they have designated one party to act as a **Lead Entity**, duly vested with authority to legally bind the members of the Joint Venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated Lead Entity, who shall be acting for and on behalf of all entities that comprise the Joint Venture.

After the bid has been submitted to UNDP, the Lead Entity identified to represent the Joint Venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the Lead Entity nor the member entities of the Joint Venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a Lead Entity or a member entity for another Joint Venture submitting another Bid.

The description of the organization of the Joint Venture /consortium/association must clearly define the expected role of each of the entity in the Joint Venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the Joint Venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a Joint Venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the Joint Venture; and
- b) Those that were undertaken by the individual entities of the Joint Venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the Joint Venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a Joint Venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the Joint Venture, in the name of its designated Lead Entity, who shall sign the contract for and on behalf of all the member entities.

19. Alternative Bid

Unless otherwise specified in the **Data Sheet** (DS no. 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative bid.

20. Validity Period

21.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter
21. Bidder’s Conference
   If determined appropriate by UNDP, a Bidder’s conference will be convened at the date, time and location specified in the Data Sheet (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder’s conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

22. Submission
   23.1 The submission of bids should be done electronically, as specified in the Data Sheet (DS no. 22).

23. Deadline for Submission of Bid and Late Bids
   Bid must be received by UNDP at the address and no later than the date and time specified in the Data Sheet (DS no. 20).

24. Withdrawal, Substitution, and Modification of Bid
   25.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by UNDP.

   25.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or MODIFICATION”.

   25.3 Bid requested to be withdrawn shall be excluded from the evaluation process.
   25.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25. Bid Opening
   The specific electronic Bid opening procedures shall be as specified in the Data Sheet (DS no. 23). An ad-hoc team will be formed with at least two (2) UNDP personnel who will open and evaluate the bids. No Bid shall be rejected at the opening stage, except for late submission.
26. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence UNDP in the examination, evaluation and comparison of the Bid or contract award decisions may, at UNDP’s decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder’s submission, in order to assist the Bidder in improving the bid presented to UNDP. The content of other bids and how they compare to the Bidder’s submission shall not be discussed.

E. EVALUATION OF BID

27. Preliminary Examination of Bid

UNDP shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the UN Security Council 1267/1989 Committee’s list of terrorists and terrorist financiers, and in UNDP’s list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. UNDP may reject any Bid at this stage.

28. Evaluation of Bid

29.1 UNDP shall examine the Bid to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the Data Sheet (DS No. 23). Absolutely no changes may be made by UNDP in the criteria after all Bids have been received.

29.1 UNDP reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS No.33), may include, but need not be limited to, all or any combination of the following:

a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;

b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;

c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;

d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

e) Physical inspection of the bidder’s plant, factory, branches or other places where business transpires, with or without notice to the bidder;

f) Testing and sampling of completed goods similar to the requirements of UNDP, where available; and

g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
29. Clarification of Bid
To assist in the examination, evaluation and comparison of bids, UNDP may, at its discretion, ask any Bidder to clarify its Bid.

UNDP’s request for clarification and the Bidder’s response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Bid.

30. Responsiveness of Bid
UNDP’s determination of a Bid’s responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31. Nonconformities, Reparable Errors and Omissions
32.1 Provided that a Bid is substantially responsive, UNDP may waive any non-conformities or omissions in the Bid that, in the opinion of UNDP, do not constitute a material deviation.

32.2 Provided that a Bid is substantially responsive, UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, UNDP shall correct arithmetical errors as follows:
   a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
   b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
   c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

32.4 If the Bidder does not accept the correction of errors made by UNDP, its Bid shall be rejected.

F. AWARD OF CONTRACT
33. Right to Accept, Reject, or Render Non-Responsive Any or All Bid
33.1 UNDP reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP’s action. Furthermore, UNDP is not obligated to award the contract to the lowest price offer.

33.2 UNDP shall also verify, and immediately reject their respective Bid, if the Bidders are found to appear in the UN’s Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement...
Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/)

34. Award Criteria
Prior to expiration of the period of Bid validity, UNDP shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price (See DS No. 30).

35. Right to Vary Requirements at the Time of Award
At the time of award of Contract, UNDP reserves the right to vary the quantity of the goods and/or related services, 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.

36. Contract Signature
Within seven (7) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, UNDP may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

37. Performance Security
A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the Data Sheet (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and UNDP.

38. Bank Guarantee for Advanced Payment
Except when the interests of UNDP so require, it is the UNDP’s preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 30,000, UNDP shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest
UNDP’s vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a Purchase Order (PO) or contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/procurement/protest.shtml
INSTRUCTION TO BIDDERS
DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instructions</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Project Title:</td>
<td>☒ Caribbean Energy Efficiency Lighting Project – Barbados and the OECS</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Title of Goods/Services/Work Required:</td>
<td>☒ Procurement for the Supply, Installation, Configuration, Testing, Commissioning; Training and After Sales Services of Energy Efficient Lighting (EEL) in Barbados and the OECS</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Country:</td>
<td>☒ Barbados and the OECS</td>
</tr>
<tr>
<td>4</td>
<td>C.13</td>
<td>Language of the Bid:</td>
<td>☒ English</td>
</tr>
</tbody>
</table>

All items under this clause are required to be submitted by the bidders including:
- ☒ Valid registration certificate to trade
- ☒ List and value of projects performed for the last 5 years with similar nature and complexity, plus client’s contact details who may be contacted for further information on those contracts.
- ☒ Independently audited financial accounts for the last two (2) years in English. UNDP may check the financial accounts to compute the Quick Ratio (QR). QR tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities.
- ☒ Minimum QR should be One (1);
- ☒ Information regarding any litigation, current or during the last five (5) years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof.
- ☒ CVs for key personnel proposed for this project, as per minimum educational qualification and work experience: please refer to Section 6 Technical Submission Form to fill out the required information
<table>
<thead>
<tr>
<th><strong>DS No.</strong></th>
<th><strong>Cross Ref. to Instructions</strong></th>
<th><strong>Data</strong></th>
<th><strong>Specific Instructions / Requirements</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5</strong></td>
<td>C.20</td>
<td>Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements</td>
<td>☑ Bidders are allowed to bid for individual Lots or a combination of any and all Lots. That is, a bid can include a proposal to supply for one, multiple or all Lots. Bidders may NOT bid for individual sub-lots. For example, an individual bidder may bid to supply for Lots III and IV, inclusive, but may not bid to supply for Lots III a. and IV b. only</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>C.20</td>
<td>Conditions for Submitting Alternative Bid</td>
<td>☑ Shall not be considered</td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>C.22</td>
<td>A pre-Bid conference will be held on:</td>
<td>☑ Does not Apply</td>
</tr>
<tr>
<td><strong>8</strong></td>
<td>C.21.1</td>
<td>Period of Bid Validity commencing on the submission date</td>
<td>☑ 120 days</td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>B.9.5 C.15.4 b)</td>
<td>Bid Security</td>
<td>☑ Not Required</td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>B.9.5</td>
<td>Acceptable forms of Bid Security</td>
<td>☑ Does Not Apply</td>
</tr>
<tr>
<td><strong>11</strong></td>
<td>B.9.5 C.15.4 a)</td>
<td>Validity of Bid Security</td>
<td>☑ Does Not Apply</td>
</tr>
<tr>
<td><strong>12</strong></td>
<td></td>
<td>Advanced Payment upon signing of contract</td>
<td>☑ Not allowed</td>
</tr>
<tr>
<td><strong>13</strong></td>
<td></td>
<td>Liquidated Damages</td>
<td>☑ Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days of delay: Thirty (30) Calendar Days Next course of action: Thereafter, the contract may be terminated</td>
</tr>
<tr>
<td><strong>14</strong></td>
<td>F.37</td>
<td>Performance Security</td>
<td>☑ Required Amount: 10% of Contract Amount Form: UNDP will withhold the amount of the Performance Security for 30 days after completion of all works. Thereafter, the balance owing will be paid after a final inspection of the completed works.</td>
</tr>
<tr>
<td><strong>15</strong></td>
<td>C.17 C.17.2</td>
<td>Preferred Currency of Bid and Method for Currency conversion</td>
<td>☑ United States Dollars (US$)</td>
</tr>
<tr>
<td><strong>DS No.</strong></td>
<td><strong>Cross Ref. to Instructions</strong></td>
<td><strong>Data</strong></td>
<td><strong>Specific Instructions / Requirements</strong></td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------</td>
<td>---------</td>
<td>-----------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>☒</td>
<td>Reference date for determining UN Operational Exchange Rate (UNOER): this ITB submission date (April 29, 2015)</td>
</tr>
<tr>
<td>16</td>
<td>B.10.1</td>
<td>Deadline for submitting requests for clarifications/ questions</td>
<td>☒ Five (5) days before the submission date.</td>
</tr>
</tbody>
</table>
| 17        | B.10.1 | Contact Details for submitting clarifications/questions¹ | ☒ E-mail address dedicated for this purpose: procurement.bb@undp.org
☒ 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. |
| 18        | B.11.1 | Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries | ☒ Direct communication to prospective Bidders by email
| 19        | D.23.3 | No. of copies of Bid that must be submitted | ☒ Original: One (1) |
| 20        | C.21.1 | Deadline of Bid Submission | ☒ Date and Time: May 13, 2015 @ 5:00 PM
☒ Time Zone: (UTC-04:00) Barbados |
| 21        | D.23.2 | Manner of Submitting Bid | ☒ Email |
| 22        | D.23.2 D.26 | **Conditions and Procedures for electronic submission and opening, if allowed** | ☒ Allowed
Official Address for e-submission is: procurement.bb@undp.org

- Format: Please send electronic proposals password-protected in PDF format only, with separate passwords for Technical and Financial proposals, and free of virus.

- Bid Opening will occur on Friday, May 15, 2015 at 12:00 PM (UTC-04:00).

- Password for the Technical Proposal must not be provided to UNDP until the date and time of Bid Opening |

¹ 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 officially received.
<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instructions</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Password for Financial Proposal will be requested if and when necessary.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Maximum File Size: 5MB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Copies to be transmitted: 1 (one)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Indicate on the “Subject” line of the mail: “Company Name – ITB150513-01”</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Time Zone to be Recognized: Barbados Time / EST- 4 HOURS FROM UTC.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-The technical and financial proposal should be sent in different files.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-It is strongly recommended that the bidders write the passwords and save it in a safe place. If UNDP is unable to open the file because of forgotten password(s) the proposal will be disqualified.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Proposers may send as many e-mails as needed, considering that every file must not exceed 5MB.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are received after the deadline for bid submission.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Proposal sent to the private email addresses of any procurement staff may be rejected</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-All files should be password protected. Technical and Financial Proposals must have different passwords that prevent opening of file.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-Password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal</td>
</tr>
<tr>
<td>DS No.</td>
<td>Cross Ref. to Instructions</td>
<td>Data</td>
<td>Specific Instructions / Requirements</td>
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<tr>
<td></td>
<td></td>
<td>evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals</td>
<td></td>
</tr>
</tbody>
</table>
| 23    | Evaluation method to be used in selecting the most responsive Bid | ☒ Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and  
☒ Lowest price offer of technically qualified/responsive Bid | |
| 24    | Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only) | ☒ Company Profile, which should **not exceed fifteen (15) pages**, including printed brochures and product catalogues relevant to the goods/services being procured  
☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder  
☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation  
☒ Trade name registration papers, if applicable  
☒ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country  
☒ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any  
☒ Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures  
☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past two (2) years  
☒ Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past five (5) years | |
<table>
<thead>
<tr>
<th>DS No.</th>
<th>Cross Ref. to Instructions</th>
<th>Data</th>
<th>Specific Instructions / Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ List of Bank References (Name of Bank, Location, Contact Person and Contact Details): Use the template hereto</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Other documents that may be Submitted to Establish Eligibility</td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td>☒ Structure of the Technical Bid and List of Documents to be Submitted</td>
</tr>
<tr>
<td>26</td>
<td>C.15</td>
<td></td>
<td>☒ Latest Expected date for commencement of Contract</td>
</tr>
<tr>
<td>27</td>
<td>C.15.2</td>
<td></td>
<td>☒ Maximum Expected duration of contract</td>
</tr>
<tr>
<td>28</td>
<td>C.15.2</td>
<td></td>
<td>UNDP will award the contract to:</td>
</tr>
<tr>
<td>29</td>
<td></td>
<td></td>
<td>Criteria for the Award and Evaluation of Bid</td>
</tr>
<tr>
<td>30</td>
<td>F.34</td>
<td></td>
<td>☒ Non-discretionary “Pass” or “Fail” rating on the detailed contents of the Schedule of Requirements and Technical Specifications</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Compliance on the following qualification requirements:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Bid Evaluation Criteria</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Minimum no. of years of experience in similar contracts: Three (3) years;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Minimum annual turnover of $300,000.00 to $700,000.00 which dependent of the specific LOT for the past two (2) years;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Highest value of contract over the past 5 years;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Full compliance of Bid to the Technical Requirements;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Quality Inspection and Testing Certificates for the goods to be supplied;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ After-sales service of at least five (5) years;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Warranty on parts and services for a minimum period of five (5) years;</td>
</tr>
<tr>
<td><strong>DS No.</strong></td>
<td><strong>Cross Ref. to Instructions</strong></td>
<td><strong>Data</strong></td>
<td><strong>Specific Instructions / Requirements</strong></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Acceptability of the Transportation/Delivery Schedule;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Appropriateness of the Implementation Timetable to Project Schedule;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Qualification of the Team Leader to directly coordinate with UNDP: Use the template under Technical Bid Form hereto;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Qualification of all other personnel to be assigned to the contract: Use the template under Technical Bid Form hereto;</td>
</tr>
<tr>
<td><strong>31</strong></td>
<td>E.29</td>
<td>Post qualification Actions</td>
<td>☒ Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>☒ Testing and sampling of completed goods similar to the requirements of UNDP, where available.</td>
</tr>
<tr>
<td><strong>32</strong></td>
<td></td>
<td>Conditions for Determining Contract Effectivity</td>
<td>☒ Upon duly signed Contract Agreement by UNDP and Prospect Supplier(s) which will score the highest</td>
</tr>
<tr>
<td><strong>33</strong></td>
<td></td>
<td>Other Information Related to the ITB</td>
<td>☒ Not Applicable</td>
</tr>
</tbody>
</table>
SECTION 3a:
SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I. BACKGROUND / RATIONALE

Lighting is one of the largest sources of public expenditures for central and local governments in Barbados and the Eastern Caribbean. On average, lighting accounts for 15% of final electricity consumption or about 270,000 MWh/year for eight OECS member states and Barbados.

Lighting is also a sector with high potential for cost-effective energy savings and GHG emissions reductions. The current project – the Caribbean Energy Efficiency Lighting Project – aims to reduce the barriers to the dispersion of energy efficient lighting technology in Barbados and across the OECS. Funded by the Government of Denmark, this project – the Caribbean Energy Efficiency Lighting Project (CEELP) – will builds on previous work and seeks synergies with other ongoing UNDP and Global Environment Facility (GEF) projects to build capacity and expertise in the use of energy efficiency lights, implement and enhance the relevant national standards and guidelines and facilitate the creation of an enabling financing environment to promote deployment of these technologies.

The current series of pilot projects form part of the awareness and capacity building component and are designed to demonstrate the energy savings that can be derived through the use of energy efficient lighting technologies. The pilot projects will be undertaken in Antigua, Barbados, Dominica, Grenada, St. Kitts and Nevis, St. Lucia and St. Vincent and the Grenadines in various sites, ranging from street lighting replacements to retrofits of major government buildings, health care and first responder facilities.
## II. SUMMARY OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Lot Number</th>
<th>Description</th>
<th>No. of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT I</td>
<td>Supply of LED street light luminaires to the Antigua Public Utilities Authority (APUA) to be used as replacements to existing 250W HPS fixtures along Friars Hill Road, Antigua</td>
<td>100</td>
</tr>
</tbody>
</table>

**Current lamp/fixture technologies**

The current fixtures are of unidentified origin. The lamp is a 250W HPS operated with magnetic ballast.

Specifications for the LED fixtures should meet the following design requirements:

### Based on existing road/pole arrangements provide evidence of compliant designs using

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lamp lumen maintenance factor (LLMF)</td>
<td>0.7</td>
</tr>
<tr>
<td>Luminaire maintenance factor (LMF)</td>
<td>0.85</td>
</tr>
<tr>
<td>Designed maintained average illuminance</td>
<td>≥ 15 lux</td>
</tr>
<tr>
<td>Designed uniformity</td>
<td>≥ 0.35</td>
</tr>
</tbody>
</table>

### Pole specification

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>10m</td>
</tr>
<tr>
<td>Outreach (arm)</td>
<td>2m</td>
</tr>
<tr>
<td>Upcast (tilt)</td>
<td>5°</td>
</tr>
<tr>
<td>Spigot diameter</td>
<td>40mm</td>
</tr>
</tbody>
</table>

### Road specification

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical pole setback (from road edge)</td>
<td>3.0m</td>
</tr>
<tr>
<td>Typical pole spacing</td>
<td>45m</td>
</tr>
<tr>
<td>Pole arrangement</td>
<td>Single side</td>
</tr>
<tr>
<td>Typical road width</td>
<td>8m</td>
</tr>
</tbody>
</table>
LOT II

Supply of LED street light luminaires to the Grenada Electricity Services Ltd. (GRENLEC) for the replacements to existing 100W HPS fixtures along the Careenage, Grenada and Hillsborough, Carriacou.

Current lamp/fixture technologies
Streetlights are 100W HPS lamp in a URBIS ZX1 fixture with individual photoelectric (PE) cell.

Pole arrangement and road details
Specifications for the LED fixtures should meet the following

| Based on existing road/pole arrangements provide evidence of compliant designs using |
|---------------------------------|------------------|
| Lamp lumen maintenance factor (LLMF) | 0.7              |
| Luminaire maintenance factor (LMF)     | 0.85             |
| Designed maintained average illuminance | ≥ 10 lux        |
| Designed uniformity                   | ≥ 0.35           |

Road specification
- Typical pole setback (from road edge) | 3 – 6ft
- Typical pole spacing               | 115ft
- Pole arrangement                   | Single side
- Typical road width                 | 25ft

Pole specification
- Height (to fixture)                | 25ft
- Outreach (arm)                     | 3ft
- Upcast (tilt)                      | 0°
- Spigot diameter                    | 1-5/8 inches to 2-3/8 inches
| LOT III | Supply, installation and commissioning of 4 ft. linear LED lamps to replace existing 40W T12 fluorescent tubes in recessed prismatic diffuser fixtures with magnetic ballasts at the Black Rock Polyclinic, Barbados | 899 |
| LOT III b. | Supply, installation and commissioning of 4 ft. linear LED lamps to replace existing 36W T8 fluorescent tubes in louvered fixtures with electronic ballasts at the Probyn Street Fire Station, Barbados. | 470 |
| LOT IV | Supply, installation and commissioning of 4 ft. linear LED lamps to replace existing fluorescent tubes with electronic ballasts at the Government Headquarters, Dominica. | 780 |
| LOT IV b. | Supply, installation and commissioning of 2 ft. linear LED lamps to replace existing fluorescent tubes with electronic ballasts at the Government Headquarters, Dominica. | 70 |
| LOT IV c. | Supply, installation and commissioning of E27 linear LED lamps to replace existing fixtures at the Government Headquarters, Dominica. | 15 |
| LOT IV d. | Supply, installation and commissioning of 4ft. linear LED lamps to replace existing fluorescent tubes with magnetic ballasts at the Treasury Building, Dominica. | 220 |
| LOT IV e. | Supply, installation and commissioning of 2ft. linear LED lamps to replace existing fluorescent tubes with magnetic ballasts at the Treasury Building, Dominica. | 10 |
| LOT IV d. | Supply, installation and commissioning of E27 LED lamps to replace existing lamps in fixtures at the Treasury Building, Dominica. | 10 |
| LOT V | Supply, installation and commissioning of 4ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the Parliament Building and Ministry of Finance, St. Lucia. | 580 |
| LOT V b. | Supply, installation and commissioning of 2ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the Parliament Building and Ministry of Finance, St. Lucia. | 6 |
| LOT V c. | Supply, installation and commissioning of 4ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the General Post Office, St. Lucia. | 340 |
| LOT V d. | Supply, installation and commissioning of 2ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the General Post Office, St. Lucia. | 20 |
| LOT V e. | Supply, installation and commissioning of 4ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the High Court Building, St. Lucia. | 382 |
| LOT V f. | Supply, installation and commissioning of 2ft. LED lamps to replace existing fluorescent tubes with magnetic ballasts at the High Court Building, St. Lucia. | 16 |
LOT VI
Supply, installation and commissioning of 4ft. LED luminaires to replace existing fluorescent tubes with magnetic ballasts at the Clarence Fitzroy Bryant College, St. Kitts. 1,270

LOT VII a.
Supply, installation and commissioning of 2ft. LED luminaires to replace existing fluorescent tubes with magnetic ballasts at the National Library in St. Vincent 1,010

LOT VII b.
Supply, installation and commissioning of 4ft. LED luminaires to replace existing fluorescent tubes with magnetic ballasts at the National Library in St. Vincent 48

LOT VII c.
Supply, installation and commissioning of E27 LED lamps luminaires to replace existing fluorescent tubes with magnetic ballasts at the National Library in St. Vincent 260

LOT I and II: Technical Specification for Luminaires for Street Lighting

Below are the minimum requirements for all new LED streetlights. These requirements must be met before the equipment can be accepted into the bidding process. Note that the required street lighting illumination performance for this bid are based on lighting levels and uniformity ratios relevant to Barbados and OECS and stated in the individual Bid Lots above.

Luminaires shall be selected for their photometrics, durability and quality, using optics that minimize spill light on adjacent properties and which significantly limit up-light.

2.1. Production
All proposed products must be commercially available. Prototypes will not be accepted.

2.2. Documentation
The fixture must be marked with a full production catalogue number that matches manufacturer documentation.

A full sheet of product specifications must be submitted.

Warranty information must be included.

Reliability
• Comments on the reliability and performance of the luminaires offered for a service life of 20 years under the specified system and environmental conditions shall be submitted with the offer.
• Such comments shall include evidence in support of the reliability and performance claimed including information of Failure Mode and Effect Analysis.

Training
• Training material in the form of drawings, instructions and/or audio visuals shall be provided for the items accepted under this offer. This material shall include but is not limited to the following topics
  o handling
  o storage
2.3 Samples
Suppliers may be requested to supply production samples.

Production samples shall be delivered freight free, suitably packaged and labelled including Tender Number.

The Principal may at its discretion either purchase the samples at the tendered price or return the samples to the respective supplier after the contract has been awarded.

2.4. Testing of Products
- Stated fixture performance characteristics must be from tested results by an independent laboratory, and accredited through an accreditation program recognized by ILAC (www.ilac.org).
- Testing must be performed in accordance with all IESNA LM-79, LM-80 and LM-84 guidelines or equivalent.
- IESNA LM-79 compliant luminaire photometric report(s) from the test laboratory must be provided as part of the documentation.
- Reports must contain the following information:
  - Name of test laboratory
  - Report number
  - Date
  - Complete luminaire catalog number
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - IES TM-15 Backlight-Uplight-Glare (BUG) ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0.
  - Lumen maintenance calculations and supporting test data must be in accordance with international guidelines, such as IESNA TM21 and/or TM28
  - Computer-generated point-by-point photometric analysis of maintained light levels specified for the nominated pole arrangements in each lot offered.

2.5. Product Performance Characteristics
- Efficacy: Minimum of 95 lumens per Watt
- Lumen Maintenance: Minimum of 85% of initial output at 36,000 hours operation
- Minimum Rated Luminaire Lifetime: At least 50% shall be operative after 50,000 hours.
- Nominal Colour Temperature: Rated correlated colour temperature 4000 K (3985 ± 275 K)
  
<table>
<thead>
<tr>
<th>Nominal CCT</th>
<th>Target CCT and tolerance (K)</th>
<th>Target Duv and tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4000 K</td>
<td>3985 ± 275</td>
<td>0.001 ± 0.006</td>
</tr>
</tbody>
</table>
- Colour maintenance (Δu',v' at 6,000h): < 0.007
- Colour Rendering Index: Minimum CRI: 70.
- BUG Rating: Maximum nominal backlight-uplight-glare ratings: B1-U2-G1
- Distribution: Type II & III distribution patterns should be readily available.
- Cutoff: Fixture must be classified as cutoff, or equivalent per IES TM-15-2007
• Glare: There should be no significant glare, when compared to its commercially available High Pressure Sodium counterpart.

2.6. Mechanical and Electrical Requirements
• For daylight sensing/control, the fixture must have a standard twist-lock photocell receptacle per ANSI/NEMA C-136.41 (5-prong) as nominated in individual Bid Lots. The receptacle must rotate.
• The fixture must meet the following ingress protection requirements:
  o Optical assembly - IEC standard IP66
  o Driver Compartment - IEC standard IP54
  o Housing - IEC standard IP54
• The fixture must easily connect to a standard mounting arm with diameter 1-5/8 inches to 2-3/8 inches.
• Preference will be given to luminaires allowing tool-less entry to housing and tool-less replacement of driver and LED engine.
• All fasteners that are required to be removed for maintenance purposes shall be marine grade stainless steel and of the captive type.
• The fixture must not have any fans or moving parts.
• Neither housing nor lens shall be constructed of polycarbonate/plastic that will discolor over time.
• All components shall be UL approved. The fixture must have transient protection.
• Power Factor > 0.90
• THD < 10%
• The driver and LED arrays shall be designed for multi-current input operation
  o the lowest of which is not used to meet the lighting specification in respective lots
  o the level used to meet the lighting specification in respective Lots is no greater than 700mA
• Minimal packaging
• Bug guard
• Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
• LED light source(s) and driver(s) shall be RoHS compliant.
• Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.
• All internal components shall be assembled and pre-wired using modular electrical connections.

2.7. Thermal management
• Luminaire shall start and operate in ambient temperature range specified (0 to 50 degrees C).
• Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
• Liquids or other moving parts shall be clearly indicated in submittals, shall be consistent with product testing, and shall be subject to review.

2.8. Electrical safety testing
• Luminaire shall be listed for wet locations.
• Luminaire shall meet the performance requirements specified in ANSI C136.2 or equivalent standards for dielectric withstand, using the DC test level and configuration.
• Luminaire shall meet the performance requirements specified in ANSI C136.2 or equivalent standards for electrical immunity, using the combination wave test level indicated in section 4.1.
• Manufacturer shall indicate on submittal form whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.
• Luminaire shall comply with FCC 47 CFR part 15 or equivalent for interference criteria for Class A (non-residential) digital devices.

2.9. Controls
Luminaires should be control-ready. If photocontrols are proposed for use with luminaires, the controls must meet the following requirements:
• The fixtures should be controlled with a photoelectric control with standard socket per ANSI/NEMA C-136.41 (5-prong).
• Assembled photocontrols and each of their individual components shall be designed and constructed to have a nominal life of 20 years.
• Operating voltage range: 105 to 305 VAC
• Load rating, LED: 1,000 Watts minimum
• Operating temperature range (ambient) in degrees C: 0 to +50
• Turn on response time range: 0.5 to 5 seconds
• Turn off response time range: 0.5 to 5 seconds
• Turn on light level: 2.8 +/- 0.6 footcandles
• Turn off light level, maximum: 5 footcandles
• Turn-off/turn-on ratio, nominal: 1.5
• Failure mode, nominal: Fail-on.
• Photocontrols shall be tested according to the requirements of ANSI C-136.41 (5-prong).
• Test results shall be provided upon request.
• Installation instructions and/or training shall be available upon request.

If controls other than photocontrols are proposed (except for on/off switching), full specifications, warranty, installation schedules and other pertinent information must be provided and/or available upon request.

2.10. Energy Savings
The total wattage for the replacement luminaires and lamps must not exceed the baseline of total wattage currently in use.

2.11. Warranty
Minimum luminaire warranty period is 5 years. Reasonable warranty periods longer than 5 years will be taken into consideration during the bid evaluation process.
LOTS III through VII. Specification for LED Luminaires

Below are minimum requirements for all LED luminaires and lamps. These requirements must be met before the equipment can be accepted into the bidding process. Note that the required illumination performance for this bid are based on lighting levels and uniformity ratios set forth in IESNA Lighting Handbook – it is the Technical Reference being used, in addition to relevant Barbados and individual OECS Technical Documents.

Lamps shall be selected for their photometrics, durability, quality, and energy efficiency. Note: LEDs replacement lamps are not recommended without proof of extensive performance testing. At a minimum, replacement lamps must exceed the requirements below, as documented with ISNA LM-79 testing results.

2.1. Production
All proposed products must be commercially available. Prototypes will not be accepted.

2.2. Documentation
The lamp must be marked with a model number or full production catalogue number that matches manufacturer documentation.

A full product specification document must be submitted.

Installation material in the form of drawings, instructions and/or audio visuals shall be provided for the items accepted under this offer. (Any modification required to existing wiring must be highlighted.)

Other material to be included should cover (but is not limited to) the following topics

- handling
- storage
- application
- maintenance
- environmental performance
- mechanical performance
- disposal

Warranty information must be included.

2.3 Samples
Suppliers may be requested to supply production samples.

Production samples shall be delivered freight free, suitably packaged and labelled including Tender Number.

The Principal may at its discretion either purchase the samples at the tendered price or return the samples to the respective supplier after the contract has been awarded.

2.4. Testing of Products
- Stated lamp performance characteristics must be from tested results by an independent laboratory, and accredited through an accreditation program, such as one recognized by APLAC.
• Testing must be performed in accordance with all applicable IEC, CIE, IESNA, or equivalent standards.

2.5. Product Performance Characteristics

• Design Lights Consortium (DLC – [www.designlights.org](http://www.designlights.org)) Qualified as Four-foot linear replacement lamp (not as Retrofit Kit) or equivalent specification. **This includes minimum efficacies for the lamp and for the system.** If qualified to another specification, both evidence of qualification and specification must be provided.

• Lumen Maintenance: L70 ≥ 30,000 hours
• Rated Lamp Lifetime: 50% of population operational at 30,000 hours
• Nominal Color Temperature: Rated correlated color temperature 4000K (3985 ± 275 K)
• Chromaticity tolerance ((Δu′,v′)): 0.001 ± 0.006
• Color maintenance: (Δu′,v′ at 6,000h): < 0.007
• Start up time: shall remain continuously illuminated within 0.5 second of application of electrical power.
• Flicker Index: ≤ 0.3 (at 100% power)
• Glare: Must have a diffuser

2.6. Mechanical and Electrical Requirements

• All components shall be UL approved or equivalent (for example, CSA or CE).
• Comply with IEC 62776: 2014 “Double-capped LED lamps designed to retrofit linear fluorescent lamps – Safety specifications”
• Self-ballasted products: Must have transient protection (for example: ANSI/IEEE C62.41.1-2002 and ANSI/IEEE C62.41.2-2002, Class A operation – or equivalent. The line transient shall consist of seven strikes of a 100 kHz ring wave, 2.5 kV level, for both common mode and differential mode.)
• Current Crest Factor Requirements: 1.7

2.7. Thermal management

• Lamps shall be rated for operation in ambient temperature range specified (0 to 50 degrees C).
• Maximum rated case temperature of ballast and other internal components shall not be exceeded when product is operated in ambient temperature range specified.

2.8. Energy Savings

The rated wattage for the replacement lamp or lamp and ballast combination must not exceed the rated wattage of the products designated for replacement.

2.9. Warranty

Minimum warranty period is 5 years. Reasonable warranty periods longer than 5 years will be taken into consideration during the bid evaluation process.
LOT IVc. IV d. and VI d. Specification for E27 base LED Lamps

Below are minimum requirements for all LED luminaires and lamps. These requirements must be met before the equipment can be accepted into the bidding process. Note that the required illumination performance for this bid are based on lighting levels and uniformity ratios set forth in IESNA Lighting Handbook – it is the Technical Reference being used, in addition to relevant Barbados and individual OECS Technical Documents.

Lamps shall be selected for their photometrics, durability, quality, and energy efficiency.

Note: LEDs replacement lamps are not recommended without proof of extensive performance testing. At a minimum, replacement lamps must exceed the requirements below, as documented with IESNA LM-79 testing results.

2.1. Production
All proposed products must be commercially available. Prototypes will not be accepted.

2.2. Documentation
The lamp must be marked with a model number or full production catalogue number that matches manufacturer documentation.
A full product specification document must be submitted.
Warranty information must be included.

2.3 Samples
Suppliers may be requested to supply production samples.

Production samples shall be delivered freight free, suitably packaged and labelled including Tender Number.

The Principal may at its discretion either purchase the samples at the tendered price or return the samples to the respective supplier after the contract has been awarded.

2.4. Testing of Products
- Stated lamp performance characteristics must be from tested results by an independent laboratory, and accredited through an accreditation program, such as one recognized by APLAC.
- Testing must be performed in accordance with all applicable IEC, CIE, IESNA, or equivalent standards.

2.5. Product Performance Characteristics
- Comply with IEC 62612 “Self-ballasted LED-lamps for general lighting services by voltage > 50 V – Performance requirements”
- Efficacy: Minimum of 65 lumens per Watt for compact fluorescent replacement products
- Lumen Maintenance: L70 ≥ 20,000 hours
- Rated Lamp Lifetime: 50% of population operational at 20,000 hours
- Nominal Color Temperature: Rated correlated color temperature 4000K
- Chromaticity tolerance (Du’v’): 0.001 ± 0.006
- Color maintenance: (∆u’,v’ at 6,000h): < 0.007
- Color Rendering Index: Minimum CRI: 80
- Start-up time: Self-ballasted light source shall remain continuously illuminated within 0.5 second of application of electrical power.
• Flicker Index: ≤ 0.3 (at 100% power)

• Luminous intensity distribution 0-180°

Non-directional lamps: (as per Energy Star):
  o Products shall have an even distribution of luminous intensity within the 0° to 135° zone (symmetrical about the vertical axis). Luminous intensity at any angle within this zone shall not differ from the mean luminous intensity for the entire 0° to 135° zone by more than 20%. At least 5% of total flux must be emitted in the 135°-180° zone. Distribution shall be vertically symmetric in three vertical planes, 0°, 45°, 90°.

Directional Lamps:
  o Beam Angle: 50° - 60°
  o Must be provided by manufacturer and 50% of flux shall be in declared beam angle

2.6. Claimed equivalence

<table>
<thead>
<tr>
<th>Claimed equivalent wattage of incandescent (W)</th>
<th>Omni-directional lamp</th>
<th>Directional lamp (R style)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum initial light output (lumens)</td>
<td>Minimum initial light output (lumens)</td>
</tr>
<tr>
<td>20</td>
<td>170</td>
<td>120</td>
</tr>
<tr>
<td>25</td>
<td>250</td>
<td>170</td>
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<td>30</td>
<td>325</td>
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<td>395</td>
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<td>470</td>
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<td>60</td>
<td>800</td>
<td>400</td>
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<td>75</td>
<td>1055</td>
<td>700</td>
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<td>100</td>
<td>1520</td>
<td>850</td>
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<tr>
<td>125</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>150</td>
<td>2452</td>
<td>1500</td>
</tr>
<tr>
<td>200</td>
<td>3452</td>
<td>1600</td>
</tr>
</tbody>
</table>

2.7. Mechanical and Electrical Requirements

• Comply with IEC 62560 “Self-ballasted LED-lamps for general lighting services by voltage > 50 V – Safety specifications”
• Power Factor > 0.55
• THD < 20%
• Dimmer compatibility: Lamps may be dimmable or non-dimmable. Product packaging shall clearly indicate whether the lamp is dimmable or not dimmable. If a product is declared as dimmable, manufacturer shall also declare the conditions under which a lamp will operate as declared, and shall provide a web address for a website that lists dimmer makes and models with which the lamp is compatible. For each compatible dimmer, the manufacturer must also list the minimum and maximum number of lamps that can be satisfactorily dimmed with a given dimmer and the minimum relative luminous flux level a given dimmer-lamp combination can achieve.

2.8. Thermal management

• Lamps shall be rated for operation in ambient temperature range specified (0 to 50 degrees C).
• Maximum rated case temperature of ballast and other internal components shall not be exceeded when product is operated in ambient temperature range specified.

2.9. Energy Savings
The rated wattage for the replacement lamp or lamp and ballast combination must not exceed the rated wattage of the products designated for replacement.

2.10. Warranty
Minimum warranty period is 3 years. Reasonable warranty periods longer than 5 years will be taken into consideration during the bid evaluation process.
**SECTION 3b: RELATED SERVICES**

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfillment of the requirements:

<table>
<thead>
<tr>
<th>No.</th>
<th>Related Services</th>
<th>Terms / Responsibilities</th>
</tr>
</thead>
</table>
| 1   | Delivery Term    | ☒ LOT I – CIP St. John’s, Antigua and Barbuda  
     | [INCOTERMS 2010]  | ☒ LOT II – CIP St. George’s, Grenada  
     | *(Pls. link this to price schedule)* | ☒ LOT III – CIP Bridgetown, Barbados  
     |                   | ☒ LOT IV – CIP Roseau, Dominica  
     |                   | ☒ LOT V – CIP Castries, St. Lucia  
     |                   | ☒ LOT VI – CIP Basseterre, St. Kitts  
     |                   | ☒ LOT VII – CIP Kingstown, St. Vincent |
| 2   | Exact Address of Delivery/Installation Location | ☒ LOT I – Antigua Public Utilities Authority, High Street, St. John’s  
     |                       | ☒ LOT II - Grenada Electricity Services Ltd, Grenada  
     |                       | ☒ LOT III – Black Rock Polyclinic, St. Michael; Probyn Street Fire Station, St. Michael  
     |                       | ☒ LOT IV – Government Headquarters, Roseau; Treasury Building, Roseau  
     |                       | ☒ LOT V – Ministry of Finance, Castries; High Court Building, Castries, General Post Office, Castries  
     |                       | ☒ LOT VI – Clarence Fitzroy Bryant College, Basseterre  
<pre><code> |                       | ☒ LOT VII – National Public Library, Kingstown |
</code></pre>
<p>| 3   | Mode of Transport Preferred | ☒ AIR |
| 4   | UNDP Preferred Freight Forwarder, if any | ☒ N/A |
| 5   | Distribution of shipping documents <em>(if using freight forwarder)</em> | ☒ Three (3) Original Manufacturer Invoices, Airway Bill (AWB), Three (3) Original Packing List, Two (2) Original Certificate of Country of Origin (C/O), Original Insurance Certificate |
| 6   | Delivery Date | ☒ Forty five (45) calendar days after issuing Purchase Order (PO) |
| 7   | Customs, if needed, clearing shall be done by: | ☒ Supplier |
| 8   | Ex-factory / Pre-shipment inspection | ☒ N/A |</p>
<table>
<thead>
<tr>
<th>No.</th>
<th>Related Services</th>
<th>Terms / Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Inspection upon delivery</td>
<td>☒ UNDP/ Local focal point will conduct post-delivery inspection and will then verify operating functions as per the requirement</td>
</tr>
</tbody>
</table>
| 10  | Installation Requirements                | ☒ The Supplier will be required to install and supervise the equipment installation (Lots III-VII)  
|     |                                          | ☒ Refer to Section 3a: Schedule of Requirements and Technical specifications                                                                        |
| 11  | Testing Requirements                     | ☒ The Supplier will conduct site tests for all equipment (Lots III-VII). Any defects found shall be rectified at no additional cost to UNDP           |
| 12  | Scope of Training on Operation and      | ☒ The Supplier will supply all manual, software and training materials required for the operation and maintenance of the equipment supplied as per the  |
|     | Maintenance                              | detail Specs                                                                                                                                            |
| 13  | Commissioning                            | ☒ The Supplier will assist the beneficiary and its representatives in the commissioning of all equipment supplied                                     |
| 14  | Technical Support Requirements           | ☒ The Supplier will ensure provision of technical support via telephone, electronic mail or any other appropriate means of communication for a period not less than five (5) years after installation and final commissioning |
| 15  | Payment Terms                            | ☒ 100% within 30 days upon UNDP’s acceptance of the goods delivered and installed as specified and receipt of original invoice                   |
| 16  | Conditions for Release of Payment        | ☒ Inspection upon arrival at destination by NMA and Project staff  
|     |                                          | ☒ Installation  
|     |                                          | ☒ Testing  
|     |                                          | ☒ Written Acceptance of Goods based on full compliance with ITB requirements                                                                       |
| 17  | After-sale services required             | ☒ Warranty on Equipment and Labor for minimum period of five (5) years  
|     |                                          | ☒ Technical Support                                                                                                                                    |
| 18  | All documentations, including catalogs,  | ☒ English                                                                                                                                                |
|     | instructions and operating manuals, shall be in this language |                                                                                                                                                         |
SECTION 11: GENERAL TERMS AND CONDITIONS FOR GOODS

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
2.1.1 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.
2.1.2 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.
2.1.3 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.
2.1.4 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 DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES
Notwithstanding any INCOTERM 2000 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:

a) 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.

b) Refuse to accept delivery of all or part of the goods.

c) 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 IndiscriminateEffects 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.