



REQUEST FOR QUOTATION **RFQ 051/16**

NAME & ADDRESS OF FIRM	DATE: October 31, 2016
	REFERENCE: Implementation (construction works) of Street Energy Efficient Lighting and supply of energy efficient light equipment (LED street luminaires) for central street illumination of Koghb community of Tavush Region, Armenia

Dear Bidder:

We kindly request you to submit your quotation for “Implementation (construction works) of Street Energy Efficient Lighting and supply of energy efficient light equipment (LED street luminaires) for central street illumination of Koghb community of Tavush Region, Armenia” detailed in Annex 1 (Lot 1 and Lot 2) of this RFQ.

Quotations may be submitted on or before 18:00 (local time), November 14, 2016 and via ☒ *e-mail*, ☐ *courier mail* to the address below:

United Nations Development Programme
14 Petros Adamyan street, 0010, Yerevan
or
tenders-armenia@undp.org

Quotations submitted by email must be limited to a maximum of 5MB, virus-free and no more than 3 transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your quotation by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s:

Delivery Terms [INCOTERMS 2010]	<input checked="" type="checkbox"/> DAP Yerevan		
Customs clearance ¹ , if needed, shall be done by:	<input checked="" type="checkbox"/> by UNDP		
Exact Address of Delivery Location:	Yerevan, Armenia		
Latest Expected Delivery	<input checked="" type="checkbox"/> 90 days from the issuance of the Civil works contract for Lot 1 and Purchase Order (PO) for Lot 2.		
Delivery Schedule	<input checked="" type="checkbox"/> Required		
Mode of Transport	<input checked="" type="checkbox"/> LAND	<input checked="" type="checkbox"/> SEA	<input checked="" type="checkbox"/> AIR
Preferred Currency of Quotation ²	<input checked="" type="checkbox"/> United States Dollars or <input checked="" type="checkbox"/> Local Currency : Armenian drams		
Value Added Tax on Price Quotation ³	<input checked="" type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes		
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts for minimum period of 5 years with appropriate certificate.		
Deadline for the Submission of Quotation	Monday, November 14, 2016, 18:00 local time		
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input checked="" type="checkbox"/> Armenian		
Documents to be submitted ⁴	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in <i>Annex 2-Lot 1</i> (Tables 1, 2, 3, 4, 5, 6, 7, 8), and in accordance with the list of requirements in Annex 1 for Lot 1 and in Annex 2-Lot 2 for Lot 2 , <input checked="" type="checkbox"/> Company's profile; <input checked="" type="checkbox"/> Latest Business Registration Certificate; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List; <input checked="" type="checkbox"/> For Lot 1: <ul style="list-style-type: none"> - The Contractor/Subcontractor should submit the copies of licenses (based on acting legislative norms) for conducting of the appropriate construction/renovation works (License for conducting respective construction works, - Construction timetable, - Proof of technical capacity (machinery and equipment) highlighting the models, - Proof of professional capacity (technical staff); CVs of main professional staff (experts), 		

¹ Must be linked to INCO Terms chosen.

² Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNDP preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNDP's issuance of Purchase Order.

³ This must be reconciled with the INCO Terms required by the RFQ. Furthermore, VAT exemption status varies from one country to another. Pls. tick whatever is applicable to the UNDP CO/BU requiring the goods.

⁴ First 2 items in this list are mandatory for the supply of imported goods

	<ul style="list-style-type: none"> – Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied. <p><input checked="" type="checkbox"/> For Lot 2:</p> <ul style="list-style-type: none"> – Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer), – List of similar past contracts, technical specifications of proposed goods, he proposed LED street luminaries must have their respective certificates in accordance with the international (see details in Sector IV, para 5; – Provide detailed instruction on installation and maintenance of luminaries; – Provide description of similar projects of comparable volume and character performed within the last five years using the same manufacturer fixtures, with relevant references from clients. – Provide lighting design and calculation (estimates) for the proposed LED street luminaries based on the provided street description and technical requirements. – Provide information on photometry in electronic form in IES or LDT format. – Provide Technical passport of luminaires. – Provide documentation confirming correspondence of the proposed LED street luminaries to the technical requirements set in Chapter IV of this document. – Provide quality certificates for the goods. – Provide detailed schedule of goods delivery DAP Yerevan. – Provide description of performance of warranty commitments.
Period of Validity of Quotes starting the Submission Date	<p><input checked="" type="checkbox"/> 90 days</p> <p>In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.</p>
Partial Quotes	<p><input checked="" type="checkbox"/> Not permitted</p>
Payment Terms	<p><input checked="" type="checkbox"/> 100% upon complete delivery and acceptance of works and goods</p>

Evaluation Criteria	<p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price⁵,</p> <p><input checked="" type="checkbox"/> Full acceptance of the UNDP General Terms and Conditions</p> <p><input checked="" type="checkbox"/> Compliance to the following administrative criteria:</p> <p>-<i>Bid should be submitted before the tender deadline.</i></p> <p>-<i>Bid should be valid for the period as mentioned in section: Period Validity of Quotes.</i></p> <p>- <i>Bid is signed by the Authorized person.</i></p> <p>- <i>Bid includes all required documents as indicated in the section: Documents to be submitted.</i></p> <p><input checked="" type="checkbox"/> <u>Compliance to the following technical criteria for Lot 1:</u></p> <p>a. <i>A construction company with the valid Registration.</i></p> <p>b. <i>Minimum 5 years of experience in similar contracts.</i></p> <p>c. <i>Minimum 3 similar projects taken over the last 3 years.</i></p> <p>d. <i>Valid license for requested works based on the technical documentation.</i></p> <p>e. <i>Availability of relevant equipment/tools, staff and machinery.</i></p> <p>f. <i>Works should be performed within 90 days.</i></p> <p><input checked="" type="checkbox"/> <i>List of at least 3 past similar contracts successfully completed</i></p> <p><input checked="" type="checkbox"/> <i>Reference letters from at least 3 past clients for the last 3 years.</i></p> <p><input checked="" type="checkbox"/> <u>Compliance to the following technical criteria for Lot 2:</u></p> <p><input checked="" type="checkbox"/> <i>Luminaries must meet the requirements of the following quality standards (see Annex 1, para Specific Requirements to Equipment).</i></p> <p><input checked="" type="checkbox"/> <i>Manufacturer/suppliers of supplied light fixtures must have at least 5 years of experience in production/supply of lighting equipment and lighting accessories for street lighting, confirmed by information on implemented projects and appropriate references from clients (min. 3 references).</i></p> <p><input checked="" type="checkbox"/> <i>Supplier should provide minimum of 5 year guarantee on preservation of announced technical parameters of fixtures and accessories (components). Supplier should inform on the workflow how the guarantee will be executed, upon the claim from the Client (UNDP),</i></p> <p><input checked="" type="checkbox"/> <i>Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;</i></p> <p><input checked="" type="checkbox"/> <i>UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior (based on luminaire lighting efficiency, offered warranty period criteria, etc.), and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference.</i></p>
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>there can be 2 suppliers, one per each Lot.</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Civil works contract (Lot 1) and Purchase Order (Lot 2)
Conditions for Release of Payment	<input checked="" type="checkbox"/> Written Acceptance of Works (Lot 1) and Goods (Lot 2) based on full compliance with RFQ requirements.

⁵ *UNDP reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.*

Annexes to this RFQ ⁶	<input checked="" type="checkbox"/> Specifications of the Goods Required (Annex 1) <input checked="" type="checkbox"/> Form for Submission of Quotation (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.
Contact Person for Inquiries (Written inquiries only)	Procurement Unit Procurement.armenia@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.

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

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

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

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

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

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

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

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

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

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

⁶ Where the information is available in the web, a URL for the information may simply be provided.

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,
Procurement Unit
October 31, 2016

Technical Specification

A. Title

Implementation (construction works) of Street Energy Efficient Lighting in central street of Koghb community (Tavush Marz).

B. Project Title

UNDP “Integrated Support to Rural Development: Building Resilient Communities Project”.

C. Project Description

“Integrated Support to Rural Development: Building Resilient Communities” is implemented in bordering communities of Tavush Region of the Republic of Armenia. The overall goal of the project is to ensure balanced development of Tavush region of RA through an integrated socio-economic approach. The project aims at raising the quality of life and income level of the local population in 45 bordering communities of Tavush region.

D. Scope of Work

Within the scope of “Integrated Support to Rural Development: Building Resilient Communities” Project will develop implementation of Street Energy Efficient Lighting in central street of Koghb community of Tavush Marz (length about 2 km).

№	General Information	
1.	Customer	United Nations Development Programme (UNDP)
2.	Beneficiary	Koghb community of the RoA Tavush Marz
3.	Construction Type	Construction
4.	Special Conditions	Corresponding to construction and environmental norms and standards

E. Institutional Arrangements

- The contractor will work under direct supervision of and will be directly reporting to the Project Coordinator and Project Infrastructure Specialist. The contractor shall work in close cooperation with “Integrated Support to Rural Development: Building Resilient Communities” Project experts.
- The contractor shall submit reports on completion of the tasks to the UNDP.
- The contractor is expected to interact and collaborate with administration of the above-mentioned community during the entire period of contract.

F. Duration of the Work

90 calendar days after signing of the contract.

G. Duty Station

Koghb community of the RoA Tavush Marz.

Technical Specifications

A. Title

Supply of energy efficient light equipment (LED street luminaires) for Central Street illumination of Koghb community of Tavush Region, RoA.

B. Project Title

UNDP “Integrated Support to Rural Development: Building Resilient Communities Project”.

C. Project Description

“Integrated Support to Rural Development: Building Resilient Communities” is implemented in bordering communities of Tavush Region of the Republic of Armenia. The overall goal of the project is to ensure balanced development of Tavush region of RA through an integrated socio-economic approach. The project aims at raising the quality of life and income level of the local population in 45 bordering communities of Tavush region.

D. Scope of Work

Within the scope of “Integrated Support to Rural Development: Building Resilient Communities” Project purchase and deliver total 70 pcs of energy efficient light equipment (LED street luminaires) for Central Street illumination of Koghb Community of Tavush Region, RoA.

The supplied luminaires should provide illumination level required by the norms and must comply with technical requirements as described below.

Within the scope of services, supplier must implement the following activities and supply 70 LED luminaires:

- Provide lighting design and calculation (estimates) for the proposed LED street luminaires based on the technical requirements and description as specified in the Sketch №1 (Calculation should be done on the base of maintenance factor **equal or equivalent 0.8**).

The design and calculation provided by the bidders must include description of the proposed luminaries, data sheet, required overhang, angle and disposition of luminaries relative to poles according to the street description presented in the Sketch №1. The calculation for the provided luminaries must comply with requirements provided on below table CIE R3 class asphalt:

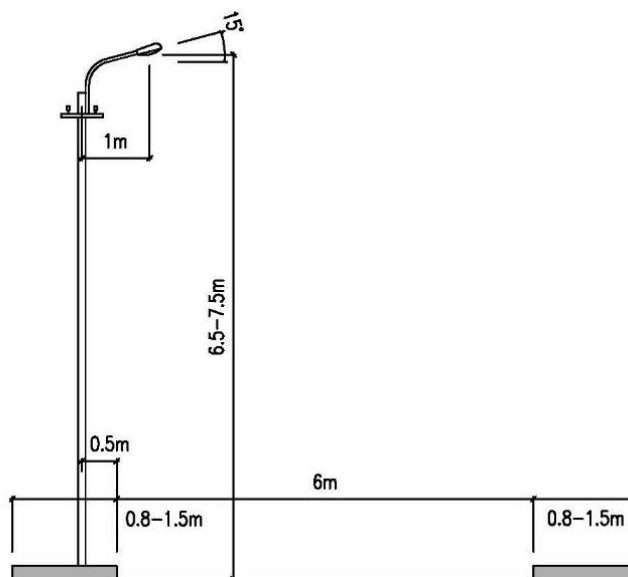
Required parameters	Requirements
Average brightness of road surface L_{av} , cd/m ² , at least	0.4
General uniformity of brightness distribution of road surface L_{min}/L_{av} , at least	0.35
Longitudinal uniformity of brightness distribution of road surface L_{min}/L_{max} , at least	0.4
Average illuminance of road surface E_{av} , lux, at least	6
Uniformity of illuminance distribution of road coating E_{min}/E_{av} , not less	0.25

- The proposed LED street luminaries must have their respective certificates in accordance with the international requirements.
- Provide detailed instruction of installation works of luminaries (English and Russian or Armenian).
- Provide detailed instruction of luminaries' maintenance (English and Russian or Armenian).

The street has length of approximately 2.0 km and 70 lighting poles (52 pcs with a height of 7.5m for 1.5 km; 18 pcs with a height of 6.5m for 0.5 km) located on one side of the street. The average distance between poles equal to 29 m.

Sketch №1

Location of lighting poles



Specific Requirements to Equipment

Compliance with required parameters (see table below) should be confirmed by technical passport of luminaires.

Required parameters	Rated/Nominal Values
Total number of LED luminaries	70
Rated Input Voltage	from 180V to 250V
Rated Input Frequency	50 ± 5 Hz
Ambient Temperature	from - 30° to + 40° C
Life time, not less	35,000hrs @ Ta=25°C (L80, B10)
Power factor	≥0,90
Light output ratio	at least 100 lm/W
Surge Protection	8KV (Line-Neutral)
Color temperature of lighting fixtures	4000 ± 250K
Color rendering index (CRI)	≥70
Ingress Protection (IP) for hole luminary	IP65 or higher
Impact Protection (IK)	IK07 or higher
Optical block protection	Tempered protective glass
Body material	Die cast aluminum
Diameter of luminaries mounting (mm)	48 - 50
Range of luminaries mounting adjustment	adjustable, not less than ± 10°
Warranty Period, at least	5 years

Luminaires shall provide at least 65% energy efficiency compared to 150W high-pressure sodium lamp.

Luminaires must meet the requirements of the following quality standards confirmed by the declaration of conformity:

- EN 60598-1 - Luminaries - General requirements and tests
- EN 60598-2-3 - Luminaries for road and street lighting
- EN 55015 - Limits and methods of measurement of radio disturbance characteristics of electrical lighting and similar equipment

- *EN 61000-3-X - Limits for harmonic current emissions*
- *EN 61000-4-X - Electromagnetic compatibility (EMC)*
- *EN 61547 - Equipment for general lighting purpose, immunity requirements*
- *EN 62031 - LED modules for general lighting – Safety specifications*
- *EN 62471 – Photo biological safety of lamps and lamp systems*
- *EN 60529 - Degrees of protection provided by enclosures (IP Code)*

Other Requirements:

- Optical parts of the luminaries should be made of thermally and shockproof materials, steady against ultra-violet radiation and providing operational durability.
- Luminaries must have clear marks with information on model and its technical characteristics, and also marks with information on model and country of origin of LEDs and driver.
- Instructions and schemes for making connections shall be provided.
- Luminaries should be convenient in service and provide modular assembly for components that are expected to be replaced in the field by tool-less operation.

E. Institutional Arrangement

- The Contractor shall deliver to the Koghb community of Tavush region RoA total 70 pcs of the energy efficient light equipment.
- If delivered LED Street luminaires after opening the package will be damage and unfit for installation all the deficiencies shall be implemented by the Contractor on its own expense within the project time-frame.

F. Delivery time

90 calendar days after signing of the contract.

G. Duty Station

Koghb community of the RoA Tavush Marz.

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

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ 051/16**:

Date: *[insert date (as day, month and year) of Bid Submission]*

RFQ No.: *[insert number of bidding process]*

Table 1: General information

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>
4. Year of Registration in its Location: <i>[insert Bidder's year of registration]</i>
5. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Bidder's legal address in country of registration]</i>
6. Banking details:
7. Value and Description of Top three (3) Biggest Contract for the past three (3) years
8. List available licenses and their validity:
9. List contact details of at least 3 business partners/clients that can provide references on similar nature works.
10. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
11. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO
12. Attached are copies of original documents of: <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet

Table 2: Similar construction works within past 3 years

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

Table 3: Personnel

#	Name	Position	Qualification	Work experience, years	Status: permanent/temporary

Table 4. Current liabilities

#	Brief contract description (type of work, volumes)	% of performed works on the date of bid submission	Name of the involved personnel (please indicate the personnel which to be involved in this assignment)
1			
2			
3			
4			
...			
N			

Table 5: Schedule of works:

#	Work type	Duration	Start date	End date
1	Dismantling works			
2	Earthworks			
3	Lighting installation works			

Table 6: Financial offer (Lot 1)

No.	Deliverables	Price (currency) VAT exclusive
1	Implementation (construction works) of Street Energy Efficient Lighting, Koghb community, Tavush marz, Armenia	
2	Total	

Table 7: Bill of Quantities

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities (LOT 1; BoQ - eng_RFQ051.xls). Quotation with NO completed Bill of Quantities will be disqualified.

Table 8: Other information related to this RFQ

Other information related to this RFQ	Your answers		
	<i>Yes, we accept</i>	<i>No, we cannot accept</i>	<i>If you cannot accept, please suggest your conditions</i>
Works performance duration: 90 days.			
Minimum 5 years of experience in similar contract.			
Minimum 3 similar projects taken over the last 3 years.			
Acceptance of payment conditions			
Period of Validity of Quotes (min 90 days)			
Full acceptability of UNDP General provisions and conditions			
Availability of Company's state registration certificate			
Availability of relevant equipment/tools, staff and machinery			
Availability of appropriate licenses			

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

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

[Designation]

[Date]

FORM FOR SUBMITTING SUPPLIER'S QUOTATION⁷

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery⁸)

We, the undersigned, hereby accept in full the UNDP General Terms and Conditions, and hereby offer to supply the items listed below in conformity with the specification and requirements of UNDP as per RFQ Reference No. **RFQ 051/16**:

TABLE 1 : Offer to Supply Goods Compliant with Technical Specifications and Requirements

Item No.	Description/Specification of Goods	Quantity	Latest Delivery Date	Unit Price	Total Price per Item
1	70 pcs of luminaires corresponding to technical parameters as per Annex 1-Lot2	70			
	Total:	70			
	Total Prices of Goods⁹				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	Total Final and All-Inclusive Price Quotation				

Additional Requirements

No	Description	Availability (Yes/No)
1	Full compliance with the technical specifications as per Annex 1-Lot2.	
2	Instructions and schemes for making connections shall be provided.	
3	Luminaries must have an aesthetic appearance and modern design.	
4	Luminaries should be convenient in service and provide modular assembly for components that are expected to be replaced in the field by tool-less operation.	
5	Manufacturer/suppliers of supplied light fixtures must have at least 5 years of experience in production/supply of lighting equipment and lighting accessories for street lighting, confirmed by information on implemented projects and appropriate references from clients (min. 3 references).	
6	Supplier provides minimum of 5 year guarantee on preservation of announced technical parameters of fixtures and accessories (components). Supplier should inform on the workflow how the guarantee will be executed, upon the claim from the Client (UNDP).	
7	Full acceptance of the PO/Contract General Terms and Conditions	
8	Provide detailed instruction on installation and maintenance of luminaries	

⁷ This serves as a guide to the Supplier in preparing the quotation and price schedule.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

⁹ Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

9	Delivery in 90 days	
10	Description of similar projects of comparable volume and character performed within the last five years using the same manufacturer fixtures, with relevant references from clients.	
11	Lighting design and calculation (estimates) for the proposed LED street luminaires based on the provided street description and technical requirements	
12	Information on photometry in electronic form in IES or LDT format	
13	Technical passport of luminaires	
14	Quality certificates for the goods	
15	Provide description of performance of warranty commitments	

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

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

[Designation]

[Date]

General Conditions of Contract for Civil Works

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ **[INSERT PROJECT NUMBER AND TITLE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your company, duly incorporated under the Laws of _____ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform _____ **[INSERT SUMMARY DESCRIPTION OF THE WORKS]** (hereinafter referred to as the "Works"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Civil Works, _____ **[INSERT REVISION NUMBER AND DATE FROM THE CONTRACTS DOCUMENTS LIBRARY]**, attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;
 - b) the Technical Specifications and Drawings [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Tender _____ **[IF THE CONTRACT IS ON THE BASIS OF UNIT PRICE, INSERT: including the Priced Bill of Quantities]** [ref....., dated], as clarified by the agreed minutes of the negotiation meeting¹⁰ [dated.....], not attached hereto but known to and in the possession of both parties.
- 1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

¹⁰ If there are updates to the technical proposal or correspondence exchanged in clarification of certain aspects, reference them too, provided that they are acceptable to UNDP. Otherwise, aspects which resolution is pending should be dealt with in this letter itself or in the Technical Specifications/Drawings, as appropriate.

[INSERT NAME AND ADDRESS OF
THE CONTRACTOR]

2. Obligations of the Contractor

- 2.1 The Contractor shall commence work within ____ [INSERT NUMBER OF DAYS] days from the date on which he shall have been given access to the Site and received the notice to commence from the Engineer, and shall perform and substantially complete the Works by .././.... [INSERT DATE], in accordance with the Contract. The Contractor shall provide all materials, supplies, labour and other services necessary to that end.
- 2.2 The Contractor shall submit to the Engineer the Programme of Work referred to in Clause 13 of the General Conditions by .././.... [INSERT DATE].
- 2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the Works foreseen under this Contract in accordance with the highest industrial and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment¹¹

- 3.1 In full consideration of the complete and satisfactory performance of the Works under this Contract, UNDP shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Invoices shall be submitted by the Contractor to the Engineer upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u> ¹²	<u>AMOUNT</u>	<u>DATE</u>
Upon signature of Contract/./....
....././....
Upon substantial completion of Works/./....

¹¹ This version of section 3 is to be used for fixed price contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract.

¹² In the case of advance payments, the amount should not exceed 15%.

Upon final
completion of Works/./....

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 The total estimated price of the Contract is contained in the Bill of Quantities and amounts to _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The final price of the Contract will be determined on the basis of the actual quantities of work and materials utilized in the complete and satisfactory performance of the Works as certified by the Engineer and the unit prices contained in the Contractor's financial proposal. Such unit prices are fixed and are not subject to any variation whatsoever.
- 3.3 If the Contractor foresees that the final price of the Contract may exceed the total estimated price contained in 3.1 above, he shall so inform the Engineer without delay, in order for UNDP to decide, at its discretion, to increase the estimated price of the Contract as a result of a larger quantity of work/material or to reduce the quantity of work to be performed or materials to be used. UNDP shall not be responsible for payment of any amount in excess of that stipulated in 3.1 above unless this latter amount has been increased by means of a written amendment of this Contract in accordance with its paragraph 8 below.
- 3.4 The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties, invoices for the work performed and materials utilized every _____ **[INSERT PERIOD OF TIME OR MILESTONES]** and a final invoice within 30 days from the issuance of the Certificate of Substantial Completion by the Engineer.¹³

[THE FOLLOWING CLAUSES ARE COMMON TO OPTIONS 1 & 2 AND MUST BE NUMBERED ACCORDING TO THE OPTION CHOSEN FOR ARTICLE 3]

- 3.@ UNDP shall effect payment of the invoices after receipt of the certificate of payment issued by the Engineer, approving the amount contained in the invoice. The Engineer may make corrections to that amount, in which case UNDP may effect payment for the amount so corrected. The Engineer may also withhold invoices if the work is not performed at any time in accordance with the terms of the Contract or if the necessary insurance policies or performance security are not valid and/or in order. The Engineer shall process the invoices submitted by the Contractor within 15 days of their receipt.
- 3.@ Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Works.
- 3.@ Payment of the final invoice shall be effected by UNDP after issuance of the Certificate of Final Completion by the Engineer.

¹³ In the case of advance payments, the amount should not exceed 15%.

4. Special conditions¹⁴

- 4.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee ¹⁵for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.¹⁶
- 4.2 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE OF TOTAL CONTRACT PRICE THAT THE ADVANCE REPRESENTS]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.¹⁷ Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of substantial completion of the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after substantial completion or may recover such amount from the bank guarantee referred to in 4.1 above.
- 4.3 The Performance **[SELECT BOND/GUARANTEE]** referred to in Clause 10 of the General Conditions shall be submitted by the Contractor for an amount of _____ **[INSERT -PERCENTAGE OF THE TOTAL]**

ESTIMATED OR FIXED PRICE OF THE CONTRACT IN THE CASE OF A GUARANTEE AND 30% IN THE CASE OF A BOND].¹⁸

- 4.4 ***[THE USE OF THIS CLAUSE REQUIRES APPROVAL BY THE PROJECT DIRECTOR/UNDP PROGRAMME OFFICER]*** The Contractor may submit invoices for materials and plant stored at the Site, provided they are necessary and adequate for the performance of the Works and they are protected from weather conditions and duly insured as per the instructions of the Engineer.
- 4.5 The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of.....**[CONSULT THE ENGINEER FOR APPROPRIATE AMOUNT]**.
- 4.6 According to Clause 45 of the General Conditions, the liquidated damages for delay shall be ____ **[INSERT PERCENTAGE]** of the price of the Contract per week of delay, up to a maximum of 10% of the final price of the Contract.

5. Submission of invoices

¹⁴ Under this Section, the Programme Officer may propose special clauses in order to adapt the model contract to the specific situation. In this sample clause 4, several clauses of common use are given. If they are not required, they should be deleted.

¹⁵ If the legislation of the Country of the Contractor forbids the use of bank guarantees, a bond may be accepted.

¹⁶ This clause must be used when an advance payment of \$50,000 or more is granted to the Consultant..

¹⁷ This clause must be used when an advance payment is granted (whatever the amount) in a cost reimbursement contract.

¹⁸ The reason for the distinction between a 10% bank guarantee and a 30% performance bond is that bank guarantees are generally unconditional and can be called directly without proof of nonperformance, whereas most performance bonds are conditional and require some proof of nonperformance. There are usually additional costs and time delays incurred with cashing a performance bond and so a higher percentage is requested to cover the extra work involved. Some banks outside of the U.S. may call certain guarantee instruments, "performance bonds or guarantees" although they may only be conditional guarantees. It is important to review the text of the instrument to determine whether it is a conditional or unconditional guarantee.

5.1 One original and one copy of every invoice shall be submitted by mail by the Contractor for each payment under the Contract to the Engineer's address specified in clause 8.2.

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their receipt and acceptance by UNDP.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

_____ [NAME OF THE BANK]

_____ [ACCOUNT NUMBER]

_____ [ADDRESS OF THE BANK]

7. Modifications

7.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representatives of the Contractor and UNDP.

8. Notifications

8.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

For the UNDP:

_____ [INSERT NAME OF RR OR
DIVISION CHIEF]

Chief

United Nations Development Programme

Ref. ____/____/____ [INSERT CONTRACT REFERENCE & NUMBER]

Telex:_____

Fax:_____

Cable:_____

For the Contractor:

[Insert Name, Address and Telex,
Fax and Cable Numbers]

- 8.2 For the purposes of communications with the Engineer, the address of the Engineer shall be as follows:

[Insert Name, Address and Telex,
Fax and Cable Numbers of the Engineer]

OR

- 8.2 UNDP shall communicate as soon as possible to the Contractor after the signature of the Contract, the address of the Engineer for the purposes of communication with the Engineer under the Contract.

If the above terms and conditions meet with your agreement as typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME OF RR or Bureau/Division Director]

For [Insert name of the company/organization]

Agreed and Accepted:

Signature _____

Name _____

Title _____

Date _____

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

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

2. PAYMENT

- 2.1 UNDP shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNDP, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNDP.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNDP's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNDP to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

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

5. EXPORT LICENCES

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

6. FITNESS OF GOODS/PACKAGING

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

7. INSPECTION

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

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

8. INTELLECTUAL PROPERTY INFRINGEMENT

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

9. RIGHTS OF UNDP

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

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

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

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

10. LATE DELIVERY

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

11. ASSIGNMENT AND INSOLVENCY

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

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

12. USE OF UNDP OR UNITED NATIONS NAME OR EMBLEM

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

13. PROHIBITION ON ADVERTISING

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

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be

hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

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

15. MINES

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

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

16. SETTLEMENT OF DISPUTES

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

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

17. PRIVILEGES AND IMMUNITIES

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

18. SEXUAL EXPLOITATION:

18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

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

20. AUTHORITY TO MODIFY:

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

Annex 4-Lot1

The Bill of Quantities and Drawings are attached separately.

The Bidders are requested to provide the cost breakdown for the above given prices for each deliverable based Attached Bill of Quantities (LOT 1; BoQ - eng_RFQ051.xls). Quotation with NO completed Bill of Quantities will be disqualified.