



REQUEST FOR QUOTATION (RFQ) (Goods and Services)

To: All Interested Bidders	Date: 25 October, 2019
	Reference: JAM/ESCO.RFQ/01-2019

Dear Sir / Madam:

We kindly request you to submit your quotation for the Supply, Installation, Testing, Commissioning, verification of savings, and warranty of light emitting diode (LED) lights at various health institutions in Jamaica, as detailed in Annex 2 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 1.

Documents uploaded in the system as part of your quotation 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 is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link: <https://etendering.partneragencies.org> using your username and password. If you have not registered in the system before, you should register now by logging in using username: event.guest
password: why2change
and follow the registration steps as specified in the system user guide.

If you have already registered before, sign in using the username and password. Use the “forgotten password” button if you do not remember your password. Make sure that your password has at least 8 characters, at least one in capital letters, and contains at least 1 number.

You can find detailed user guides and videos on how to use the system following this link:
<http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/>

Background

The Petroleum Corporation of Jamaica (PCJ) has commissioned and finalized investment grade energy audits (IGA) for the facilities at six hospitals. The objective of each IGA was to identify, analyze, and propose a series of energy conservation measures (ECM) tailor-made for each hospital to reduce their energy consumption and replace their aging equipment. Amongst the proposed retrofits, replacement of inefficient lamps with high-quality, long-lasting and energy-efficient LEDs was recommended for all hospitals.

UNDP, as part of their *“Deployment of Renewable Energy and Improvement of Energy Efficiency in the Public Sector Project”* has decided to support PCJ by procuring and financing the implementation of LED lighting in the facilities of three (3) of the six hospitals: Bellevue, National Chest, and Sir John Hospitals.

Overall, the objectives of the procurement process are:

1. Replace the old lighting system in three (3) hospitals named above with new LED lamps,
2. Save costs through reduced energy consumption, and
3. Demonstrate the implementation of a guaranteed savings model for energy efficiency projects.

ANNEX 1

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

Delivery Terms [INCOTERMS 2010] (Pls. link this to price schedule)	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input type="checkbox"/> DAP <input checked="" type="checkbox"/> Other Supply and Install	
Exact Address/es of Delivery and Installation Location/s	<ul style="list-style-type: none"> • Bellevue Hospital (BH) located at 16 ½ Windward Road, Kingston; • National Chest Hospital (NCH) located at 36, 1/2 Barbican Rd, Kingston; • Sir John Golding Hospital (SJGH), located at 7 Golden Ave, Mona, Kingston 2. 	
Latest Expected Delivery Date and Time (if delivery time exceeds this, quote may be rejected by UNDP)	<input checked="" type="checkbox"/> 90 days from the issuance of the Purchase Order (PO)	
Delivery Schedule	<input checked="" type="checkbox"/> Required	
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input checked="" type="checkbox"/> OTHER Supply and Install
Value Added Tax on Price Quotation ¹	<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 three (3) years <input type="checkbox"/> Technical Support <input type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others [pls. specify]	
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others [pls. specify, including dialects, if needed]	
Pre-bid Conference	Will be Conducted Date : November 4, 2019 10:00 AM at Bellevue Hospital Date : November 5, 2019, 9 :30 AM at National Chest Hospital Date November 5, 2019, 1 :00 PM at Sir John Golding Hospital	

¹ 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.

	<p>The UNDP focal point for the arrangement is: Procurement Analyst Telephone: 876-978-2390 ext 2007 E-mail: procurement.jamaica@undp.org Note: Interested bidders must register prior to attending the Pre-bid conference. Failure to register will result in persons being unable to participate in the pre-bid conference.</p>
Documents to be submitted ²	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input checked="" type="checkbox"/> A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users; <input checked="" type="checkbox"/> Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected, if necessary; <input checked="" type="checkbox"/> Quality Certificates (ISO, UL, RoHS, etc.); <input checked="" type="checkbox"/> Data sheets for all equipment supplied. <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"/> Others - Company Profile- no more than 15 pages <input checked="" type="checkbox"/> Others Detailed Work Plan with a GANTT Chart <input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 5. List of similar project references with at least 5 (five) LED lighting retrofits in buildings
Period of Validity of Quotes starting the Submission Date	<ul style="list-style-type: none"> <input type="checkbox"/> 60 days <input checked="" type="checkbox"/> 90 days <input type="checkbox"/> 120 days <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	<input checked="" type="checkbox"/> Permitted. Bidders may tender for the supply of goods/services for either Lot individually or for both lots together.
Deadline for the Submission of Quotation	Monday, November 18, 2019 (please observe time stated in the e-Tendering system)
Allowable Manner of Submitting Bids	<input checked="" type="checkbox"/> e-Tendering

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

Bid Submission Address	https://etendering.partneragencies.org Search for event ID JAM10-15-2019
Payment Terms ³	<input checked="" type="checkbox"/> Others - 20 % deposit along with Purchase Order; final payment upon acceptance of goods and service by UNDP. See Annex 5 for further conditions
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price ⁴ ; <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time ⁵ See Annex
UNDP will award to:	<input checked="" type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Each lot will be awarded to a supplier based on both technical responsiveness/full compliance and the lowest cost proposal for the relevant Lot]</i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by (15) days working days
Conditions for Release of Payment	Complete Installation <input checked="" type="checkbox"/> Passing all Testing <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input checked="" type="checkbox"/> Others Provision of all guarantees
Contact Person for Inquiries (Written inquiries only) ⁶	<i>Procurement Analyst UNDP, Jamaica Procurement.jamaica@undp.org</i> Any delay in UNDP's response shall not be 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.

³ UNDP preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UNDP shall require the vendor to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the advanced payment made by UNDP to the vendor.

⁴ 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.

⁵ This shall be used for time-critical and/or exigent requirements (e.g., post-crisis emergencies, elections, etc.).

⁶ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

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 such as lifetime and performance, 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. The system automatically calculates the final bid prices by multiplying the unit price by the quantity. In the event when the Bidder put a quantity that is different from the quantity required, provided that the Bid is substantially responsive, UNDP will re-calculate the Bidders total price based on the correct quantity and using the unit prices offered by the Bidder. Unit prices cannot be changed.

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your quotation.

Sincerely yours,

A handwritten signature in cursive script that reads "Sasha Shirley". The signature is written in black ink and is positioned above the printed name.

Sasha Shirley
Officer in Charge

October 25, 2019

Technical Specifications

Lot	Location Hospital	Summary of ECMS for Lighting in all Hospitals								
		EEM No.	Type	Energy Efficiency Measure	Qty of Tubes	Present Tube Power (W)	Power of New Tube (W)	Unit Price (JMD)	Installation Cost per unit ⁷ (JMD)	Total Price (JMD) ⁸
1	Bellevue	EEM-L1	E26 Bulb	Replace with 20W LEDs	95	50	20			
	Bellevue	EEM-L2	T12 -2FT	Replace 20W with 13W LEDs	66	20	13			
	Bellevue	EEM-L3	T12 – 4FT	Replace with 20W LEDs	1,112	40	20			
	Bellevue	EEM-L6	175 SVL	Replace 175W with 35W LEDs	55	175	35			
	Bellevue	EEM-L8	250W HPS	Replace with 65W LEDs	25	250	65			
	Bellevue	EEM-L9	125W Spot	Replace with 65W LED	2	125	65			
2	Chest	EEM-L1	E26 CFL	Replace 35W with 13W LED	14	35	13			
	Chest	EEM-L2	E26 Incandescent	Replace with 20W LED	62	75	20			
	Chest	EEM-L3	DTD	Replace 65W with 13W LED	16	65	35			
	Chest	EEM-L4	Mercury Vapor	Replace 175W with 65W	19	175	65			
	Chest	EEM-L7	T12 - 2FT	Replace 35W with 13W LED	100	20	13			
	Chest	EEM-L8	T12 – 4FT	Replace 40W with 20W LED	327	40	20			
3	Sir John	EEM-L1	E26 Incandescent	Replace Incandescent bulbs with 20W LED lamps	35	60	20			
	Sir John	EEM-L2	E26 CFL	Replace 65W CFL with 38W LED	39	65	38			
	Sir John	EEM-L3	T12 – 4FT	Replace 40W fluorescent T12 tubes with 20W LED tubes	495	40	20			
	Sir John	EEM-L4	FL DTD	Replace 65W with 35W	13	65	35			
	Total Proposal Cost									

⁷ Includes labor and material cost for the installation of each lamp.

⁸ The prices listed herein shall be in the form of the firm price and shall include all applicable taxes, custom duties, transportation, insurance, overheads and profit.

	Sir John	EEM-L5	Mercury Vapor	Replace 175W with 65W	6	175	65			
	Total Bulbs Required				5,135					

Scope of works

The works covered by this Specification comprise the disconnection and removal of existing luminaires, supply, delivery, erection, testing and commissioning of the new works listed in the schedule and detailed on the attached IGA documents which generally includes: -

- Removal and appropriate disposal of existing lamps and /or their components as per National Solid Waste Management Authority (NSWMA) Act, hazardous material Section 2.
- Supply, install, test, and commission new lamps, as shown in the technical specifications.
- Carry out verification of energy savings in accordance with Annex 5.
- Modifications to conduits, if necessary, and modification and re-connection of existing lighting circuits.
- The correction of electrically related faults and/ or hazardous situations including ensuring that proper grounding is provided at each terminal point.
- Provide component warranties and also, overall installation workmanship warranty.
- Provision of test certificates.
- Provide system operations and maintenance training and manuals.

Workmanship

The entire project shall therefore be professionally executed having immaculate installations with respect to both appearance as well as conformance to all relevant local and international electrical/building codes, standards and guidelines. The work shall be inspected by the Project Engineer/Manager in the presence of the Contractor and Authorized Representatives of GCF prior to acceptance. Further to this, all waste and unused materials shall be appropriately disposed of based on the National Solid Waste Management Authority (NSWMA) Act.

Warranty

The project shall have at least one (1) full year warranty which begins at the certified completion date for the project. Additionally, units will be periodically tested while the project is being commissioned. If units' failures are identified during this time, they will be as addressed as follows:

- a. Failures due to workmanship that occur within the warranty period after the project completion date shall be resolved at the expense of the contractor if, the cause of the failure is as a result of:
 - i. Sub-standard workmanship inclusive of;
 - Unsuitable application
 - Improper installation
 - ii. Defective unit(s) and electrical/mechanical components
 - iii. Electronic faults
- b. Units and components failures within the offered manufacturers and/or contractors warranty period shall be addressed according to warranty stipulations and shall include, but not limited to:
 - i. Defects in construction materials
 - ii. Faulty manufacturing

Safety

All personnel shall therefore have formal authorization to be on project site, be appropriately trained in relevant safety procedures and exhibit the highest level of professionalism in both attire and conduct while on site. UNDP is not liable for any accidents, injury or loss of life due to any violation of proper health and safety procedures.



Procurement Analyst
UNDP
October 25, 2019

Performance Specifications

Performance Characteristics:	Criteria:
Correlated Colour Temperature (CCT)	Nominal CCT: $\geq 4000\text{K}$
Colour Maintenance	The change of chromaticity over the minimum lumen maintenance test period (6000 hours) shall be within 0.007 on the CIE 1976 (u', v') diagram.
Colour Quality (Colour Rendering Index or CRI)	CRI > 85
Dimming	All lamps will be non-dimmable
Warranty	A warranty must be provided for lamps, covering material repair or replacement for a minimum of three (3) years from the date of purchase. Workmanship warranty will be provided for a minimum of 1 year.
Allowable Lamp Bases	Must be a lamp base listed by ANSI.
Power Factor	For lamp power $\geq 5\text{W}$, power factor must be ≥ 0.9
Minimum Operating Temperature	Integral lamp shall have a minimum operating temperature of -20°C or below.
LED Operating Frequency	$\geq 120\text{ Hz}$
Electromagnetic and Radio Frequency Interference	Integral LED lamp must meet the appropriate FCC requirements for consumer use (FCC 47CFR Part 15).
Audible Noise	Integral lamp shall have a Class A sound rating.
Transient Protection	Power supply shall comply with IEEE C.62.41-1991, Class A operation. The line transient shall consist of seven strikes of a 100kHz ring wave, 2.5kV level, for both common mode and differential mode.
Operating Voltage	Lamp shall operate at rated nominal voltage of 110v/50Hz
Lifetime	Minimum 50,000 hrs (except for LED Edison Screw Bulbs with a minimum of 35,000 hrs) is acceptable
Lumen Efficiency	80 lm/W (Lumens per watt)

Required Documentation

1. The specification sheet should include performance details such as System Efficacy; Initial Delivered Lumens; Rated Wattage; CRI; CCT; Input Voltage; Rated Life; Controls; Mounting; Warranty Information and should also include product specifications related to construction materials, optical and electrical systems, controls, regulatory and voluntary qualifications and photometry.
2. The fixture must be marked with a full production catalogue number

Testing

1. Test results from an independent, accredited laboratory
Stated lamp performance characteristics must be verified by test reports issued by an independent laboratory and accredited through an internationally recognized accreditation program. These reports must include relevant model numbers.
2. Testing must be performed in accordance with all IEC CIE, IESNA or equivalent.

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

Other Information pertaining to our Quotation are as follows:	Your Responses		
	<i>Yes, we will comply</i>	<i>No, we cannot comply</i>	<i>If you cannot comply, pls. indicate counter proposal</i>
Required Performance Specifications			
Warranty and After-Sales Requirements			
a) Minimum three (3) years warranty on parts.			
b) Minimum one (1) year full warranty			
c) Others			
Validity of Quotation			
All Provisions of the UNDP General Terms and Conditions			
Other requirements <i>[pls. specify]</i>			

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]

Verification of Savings

The proposed ECM regards the replacement of existing light fixtures with more efficient versions on an application without advanced lighting control systems such as motion sensors, timers, or dimmers. The total expected savings from the ECM are less than 20% of the hospital's electricity bill, and no other metering is available except for the utility meters.

No interactive effects shall be considered, namely the influence of the lighting replacement on the HVAC load of the affected spaces. Although this effect can be estimated and will depend on the type of lighting before and after the retrofit.

The performance parameter of the ECM is the electrical power consumption per fixture, which is assumed to be constant before and after the replacement and known from, e.g. test documents of the Supplier. Also, spot measurements of the BEFORE and AFTER shall be required during the commissioning. The Usage parameter is the operating hours per fixture, which depends on the infrastructure characteristics, i.e. operating routine and occupancy, and has been agreed with the hospital. **The supplier will only be responsible for ensuring that the electrical power consumption of the supplied lamps (AFTER Retrofit) is in accordance with the technical specifications.** Failure to comply with this will mean a penalty representing one (1) year of the missed savings for that type of lamp replacement.

Potential Static Factors include changes in occupancy type of specific parts of the hospital, in size and lighting strategy of hospital wings, in the fraction of the burnt-out or inoperative lights, in operations & maintenance procedures regarding lighting, etc. **These shall not be the responsibility of the supplier.**

The following information summarizes the MV approach to be

M&V Option A

- Stipulated parameters: Power consumption per fixture, number of fixtures, operating hours per fixture.
- Measured parameters: Power consumption of the new retrofit lamp

Baseline Period

- Duration: None
- Operational verification includes a site visit prior to the implementation of the ECM during which the existing lighting system is inspected. The type, number, and operating hours of the system are documented in the IGA document attached to this RFP.

Savings Equation

- Savings kWh = Number of replaced lighting fixtures x operating time of the affected lighting fixtures x calculated saving per replaced lighting fixture

Interactive Effects

- Not considered.

Adjustments

- Routine: None
- Non-Routine: None will be considered.

The supplier shall fill out this table as part of their commissioning process to verify the savings of the ECM, failure to comply with this step will result in a penalty of **up to 20% of** the total PO cost.

TABLE 4: Summary of verification of savings for lighting retrofit project

ECM. Location. Hospital.	Quantity of lamps installed/ replaced	Power consumption of each lamp before retrofit according to IGA (W)	Average measured consumption of each lamp BEFORE retrofit (W)	Power consumption of each lamp AFTER retrofit according to IGA (W)	Average measured consumption of each lamp AFTER retrofit (W)	Stipulated Operating hours (hr)	Total Yearly Savings (kWh)
[A]	[B]	[C]	[D]	[E]	[F]	[G]	= (C-F)*A*G
ECM 1							
ECM 2							
ECM 3							
ECM 4							
(...)							

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

Relevant Project Experience

Legal Name: Insert Company Name

Date: Enter a date

This form shall be accompanied by a signed declaration from an authorized representative (defining the authorized representative's position) stating that the representations enclosed in this form are true.

The proposed bidder has executed at least five EPC (Engineering, Procurement and Construction) contracts to install LEDs and/or other efficient lighting in buildings with total sum capital costs of US\$1 million or greater.

TABLE 5 : Relevant project experience from the bidder.

Project No.	Name of Building	Firm's Role [EPC Contractor, O&M, shareholder, etc.]	Location	Year of Installation	Project Company that Owns the Facility / Buildings [Add Legal Address, Representative Name, Phone Number and Email to contact]	Contractual counterparty [Add Legal Address, Representative Name, Phone Number and Email to contact]	Brief description of EPC Project	Project Status	Total Lighting Contract Value (USD)
1									
2									
3									
4									
5									

I hereby declare that the representations enclosed in Table 5 are true.

Signed + Company Stamp

Name: Full Name of person signing the application

Position: Position of person signing the application

Dated: on date day of month, year.

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.

SCORING CRITERIA

The table below provides details on the scoring criteria for the evaluation of proposals

Item	SUBMITALS	Yes/No
	Mandatory	
	Please note that failure to satisfy mandatory submissions may result in a bid being non-responsive.	
1	Latest Internal Revenue Certificate / Tax Clearance;	
2	Latest Business Registration Certificate;	
3	Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1	
4	A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;	
5	Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected, if necessary;	
6	Manufacturer's and workmanship warranty of at least 1 year	
7	Proposed lamps are rated for 110- 220VAC/50Hz supply and uses LED or more efficient technology	
8	Gantt Chart	
9	Warranty Certificate(s) and/or Warranty Letter(s) from Manufacturer	
10	Specification Sheets and/or Brochures for Lamps/Luminaires	

Item	CONFORMANCE TO SPECIFICATIONS (C)		Yes/No
	<i>Bidders <u>MUST</u> be considered technically compliant to be assessed financially</i>		
	Please note that for this section Product Specifications and/or Brochures are required for evaluating Lamps/Luminaires in the project proposal.		
11	Lamp/Luminaire Power Factor of 0.9 minimum is acceptable		
12	Useful Life:	Minimum 50,000 hrs (except for LED Edison Screw Bulbs with a minimum of 35,000 hrs) is acceptable	
13	Efficacy:	120Lms/W minimum with at least ½ the power rating of existing lamp	
		80Lms/W minimum with at least ½ the power rating of existing lamp	
14	Correlated Colour Temperature (CCT):	4000K minimum	
15	Colour Rendering Index (CRI):	80 minimum	
16	Warranty on all Lighting Luminaires/Lamps		

17	Firm's experience in performing similar work (<i>only lighting upgrade and/or lighting upgrade inclusive of electrical circuitry upgrade are acceptable</i>)	
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