



## Addendum 1

### REQUEST FOR QUOTATION (RFQ)

#### Title: National - Supply and Installation of Lightning Protection Systems in Rutsiro District

NAME & ADDRESS OF FIRM	DATE: September 19, 2019
	REFERENCE: RFQ/52694/2019/015

Dear Sir / Madam:

UNDP has made some amendments to the tender for the **Supply and Installation of Lightning Protection Systems in Rutsiro District**; site visit has been made mandatory and the closing date has been extended as detailed in below. When preparing your quotation, please be guided by the form attached hereto as Annex 2. Full quotation specifications may be found at:

<http://www.rw.undp.org/content/rwanda/en/home/procurement.html/#announcements>

**Added:** Site Visit Requirement: Its Mandatory for all bidders to conduct site visit.

**Name of staff who will lead Technical Site visit: Mr Alphonse Hishamunda: Director, Risk Reduction and Preparedness tel: +250788-899-486. Site visit will be conducted from 26<sup>th</sup> September 2019 to 27<sup>th</sup> September 2019. The meeting point for bidders will be at Rutsiro District Headquarters at 10 am on 26<sup>th</sup> September 2019 at 10 am.**

Quotations may be submitted on or before **October 4, 2019** and via (choose appropriate box)  e-mail,  courier mail or  facsimile to the address below:

**United Nations Development Programme**  
United Nations Development Programme  
KN 67 Street No 4; P.O Box 445, Kigali  
Attention: Mbaso Rugigana - Head of Procurement  
Tel: +250590400, Fax: +25025276263  
Electronic submissions is accepted to: [offers.rw@undp.org](mailto:offers.rw@undp.org)

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal point for queries on this RFQ.

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

Yours sincerely,

Valentine Niwemukobwa  
UNDP Head of Operations and Finance

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good/s: *[check the condition that applies to this RFQ, delete the entire row if condition is not applicable to the goods being procured]*

Delivery Terms [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	<input type="checkbox"/> FCA <input type="checkbox"/> CPT <input type="checkbox"/> CIP <input checked="" type="checkbox"/> DAP <input type="checkbox"/> Other <i>[pls. specify]</i>	
Customs clearance <sup>1</sup> , if needed, shall be done by:	<input type="checkbox"/> UNDP <input checked="" type="checkbox"/> Supplier/Offeror <input type="checkbox"/> Freight Forwarder	
Exact Address/es of Delivery Location/s (identify all, if multiple)	United Nations Development Programme KN 67 Street No 4; P.O Box 445, Kigali	
UNDP Preferred Freight Forwarder, if any <sup>2</sup>	N/A	
Distribution of shipping documents <i>(if using freight forwarder)</i>	N/A	
Latest Expected Delivery Date and Time <i>(if delivery time exceeds this, quote may be rejected by UNDP)</i>	<input type="checkbox"/> 60 days from the issuance of the Purchase Order (PO) <input checked="" type="checkbox"/> As per Delivery Schedule attached <i>[ToR]- specifications in ToR</i> Time : Rutsiro Time Zone of Reference :	
Delivery Schedule	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required	
Packing Requirements		
Mode of Transport	<input type="checkbox"/> AIR	<input type="checkbox"/> LAND
	<input type="checkbox"/> SEA	<input type="checkbox"/> OTHER
Preferred Currency of Quotation <sup>3</sup>	<input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency : RWANDAN FRANCS	

<sup>1</sup> Must be linked to INCO Terms chosen.

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

<sup>3</sup> 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.

Value Added Tax on Price Quotation <sup>4</sup>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labor for minimum period of <a href="#">Click to type</a> <input checked="" type="checkbox"/> <b>Technical Support :</b> <input checked="" type="checkbox"/> Provision of Service Unit when pulled out for maintenance/ repair <input type="checkbox"/> Others <i>[pls. specify]</i>
Deadline for the Submission of Quotation	COB, <i>Friday, October 04, 2019 and 12:00 PM Rwandan Time</i>
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 <i>[pls. specify, including dialects, if needed]</i>
Documents to be submitted <sup>5</sup>	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1; <input 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, <b>including</b> and disposition to end users; <input 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; <input type="checkbox"/> Quality Certificates (ISO, etc.); <input checked="" type="checkbox"/> Latest Business Registration Certificate ; <input checked="" type="checkbox"/> Latest Internal Revenue Certificate / Tax Clearance; <input type="checkbox"/> Manufacturer’s Authorization of the Company as a Sales Agent (if Supplier is not the manufacturer); <input type="checkbox"/> Certificate of Exclusive Distributorship in the country (if applicable, and if Supplier is not the manufacturer); <input checked="" type="checkbox"/> Evidence/Certification of Environmental Sustainability (“Green” Standards) of the Company or the Product being supplied ; <input checked="" type="checkbox"/> Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”. <input type="checkbox"/> Patent Registration Certificates (if any of technologies submitted in the quotation is patented by the Supplier); <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 type="checkbox"/> Others <input checked="" type="checkbox"/> <b>Atleast three certificates of completed similar works</b> <input checked="" type="checkbox"/> <b>Must include warranty of 12 months or the manufacturer warranty</b>
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  In exceptional circumstances, UNDP may request the Vendor to extend the validity of the Quotation beyond what has been initially

<sup>4</sup> 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.

<sup>5</sup> First 2 items in this list are mandatory for the supply of imported goods

	indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted [
Payment Terms <sup>6</sup>	<input checked="" type="checkbox"/> 100% upon complete delivery of goods <input type="checkbox"/> Others <i>[pls. specify]</i>
Liquidated Damages	
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price <sup>7</sup> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i> <input checked="" type="checkbox"/> Earliest Delivery / Shortest Lead Time <sup>8</sup> <input checked="" type="checkbox"/> Others Previous experience
UNDP will award to:	<input checked="" type="checkbox"/> One and only one supplier for each Lot or considering total responsiveness of all lots <input type="checkbox"/> One or more Supplier, depending on the following factors: <i>[Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Suppliers]</u></i>
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input type="checkbox"/> Long-Term Agreement <sup>9</sup> <i>(if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.)</i> <input checked="" type="checkbox"/> Other Type/s of Contract UNDP Contract
Special conditions of Contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 2 days <input checked="" type="checkbox"/> Others supply of substandard products
Conditions for Release of Payment	Passing Inspection Government of Rwanda representatives will inspect the equipment and set up. They must be satisfied Complete Installation <input checked="" type="checkbox"/> Passing all Testing Government of Rwanda representatives will test the equipment <input type="checkbox"/> Completion of Training on Operation and Maintenance <i>[specify no. of trainees, and location of training, if possible]</i>

<sup>6</sup> 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.

<sup>7</sup> 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.

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

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

	<input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others <i>[pls. specify]</i>
Annexes to this RFQ <sup>10</sup>	<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). <input type="checkbox"/> Others <i>[pls. specify, if any]</i>  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) <sup>11</sup>	<i>Mbasa Rugigana</i> <i>Procurement Analyst</i> <i>Mbasa.rugigana@undp.org</i> 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.

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

<sup>11</sup> 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.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

**Thank you and we look forward to receiving your quotation.**

**Sincerely yours,**

Valentine Niwemukobwa  
UNDP Head of Operations and Finance

**Annex 1**



## ***TERMS OF REFERENCE***

**Hiring a National Company to supply and install Lightning Protection Systems**

**in Rutsiro District**

**Ministry in charge of Emergency Management**

<b><i>Job Title:</i></b>	<b><i>Supply and installation services</i></b>
<b><i>Category:</i></b>	<b><i>Disaster Risk Reduction</i></b>
<b><i>Duty Station:</i></b>	<b><i>Kigali, Rwanda</i></b>
<b><i>Type of contract:</i></b>	<b><i>National Company</i></b>
<b><i>Expected starting date:</i></b>	<b><i>Immediately</i></b>
<b><i>Duration of assignment:</i></b>	<b><i>50 days</i></b>

## 1. Background

Rwanda is prone to a variety of natural hazards including thunderstorms and lightning. Lightning has become one of the most alarming hazards to affect Rwanda in recent years as these have been causing deaths and injuries to Rwandan population and livestock, damages to residential houses, livelihoods, different types of infrastructure, etc. Efforts to prevent effects of lightning incidents have been made and these focus mainly on the dissemination of instructions on how to prevent/mitigate lightning effects and installation of lightning protection systems (LPS).

Basing on the lightning arrestors study that was conducted by MINEMA in 2016 on the needs assessment for lightning incidents prevention and mitigation in Rutsiro District, it was found that deleterious lightning incidents affect the whole district, but differently in all sectors that are **Boneza, Mushonyi, Kigeyo, Gihango, Mukura, Mushubati, Murunda, Manihira, Rusebeya, Nyabirasi, Ruhango, Musasa and Kivumu.**

It is against this background that the United Nations Development Programme (UNDP) Rwanda has granted financial support to the Ministry in charge of Emergency Management (MINEMA) to install some lightning protection systems in critical facilities like schools and other public places in Rutsiro District before December 2019.

## 2. The Purpose of the Assignment

The Ministry in charge of Emergency Management in partnership with the UNDP-Rwanda has a project of installation of lightning protection systems in public facilities such as schools, health centers, administrative buildings, etc in Rutsiro District. Those buildings need effective protection to ensure the safety to the people who use them. It is in this regard that UNDP-Rwanda is looking for an experienced company in lightning protection technology to supply and install lightning protection systems in the attached critical sites.

## 3. Objective, Scope of Work and Responsibilities

According to the international standards, especially the NFC 17-102, IEC 62-305 and EN 62561:2012 standards, a lightning protection system consists of the following elements:

- Air-termination system;
- Down conductor;
- Earth-termination system;
- Lightning equipotential bonding.

Thus, the scope of the work is designed as follows:

### **a. Supply and installation of external lightning protection system (Outdoor LPS)**

- Interception of direct lightning strikes via an air-termination system;
- Safe discharge of lightning current to earth via a down-conductor system;
- Distribution of the lightning current in the ground via an earth-termination system.

### **b. Supply and installation of internal lightning protection system (Indoor LPS)**

This system is done by the installation of surge protective device (SPD) in order to protect the existing electrical network and electronic equipment against overvoltage created during the priming time. The SPD must be installed in all sites where the buildings are connected on grid.

Note: For every school or health center having a computer room or any other room dedicated to electronic equipment; a second Surge Protection Device (SPD type 2) must be installed to protect this equipment against any surge that may be caused by lightning strikes. In case the school has more than one of these rooms which are far from one another; each of these rooms must have its SPD type 2, and their surge protection systems should be linked through an equipotential bonding. This installation should be approved by the client's representative.

### **c. Supply and installation of lightning equipotential bonding system**

Lightning equipotential bonding reduces the potential differences caused by lightning currents. This is achieved by interconnecting all isolated conducting parts of the building with conductors or surge protective devices.

**Note:** The lightning equipotential bonding installations of the different sites should be approved by the client's representative.

### ***ADDITIONAL REQUIREMENTS:***

In addition to this, the following terms and conditions should be observed and considered while providing quotations:

- All materials will be checked by MINEMA before their installation;
- All materials used should be suitable for lightning protection installation;
- The Air terminal should be of the ESE type;
- The Air terminal should be fixed at the top of a steel elevation pole or on a metallic pylon so as to be not less than 5m above any structure to be protected;
- The downward conductor should be high conductivity flat copper and it should be fixed to the structure by means of 3 fasteners per meter;
- The resistance value of each earth termination system should be below 10 ohm and be responsive to the main goal of protecting the assets/structures and equipment;
- Each earth conductor and rod connection should be housed in proprietary concrete pit in order to facilitate inspection;
- The triangular earth terminations should be connected together so as to form an earth loops in order to achieve the equipotential earth network of the installation. This loop will be connected to the general earth system of the building located nearest. This connection should be equipped with a disconnecting clamp housed in a concrete inspection pit;



- Lightning rod tester and earth resistance meter should be among the materials to be provided; and they should be from the same manufacturer of the air terminal;
- Once a lightning rod is damaged before lifespan of ten (10) years, the supplier should ensure its replacement on their own cost;
- The company should provide all required items in technical specifications;
- Mounting accessories should be of good quality according to the LPS standard NF C 17-102, IEC 62-305 or equivalent international standards;
- The installer will have to provide a one-day training to the end user on the use and maintenance of these LPS for a better follow-up of the project;
- Installation drawing at the end of installation activities.

#### 4. Deliverables

More specifically, the company is expected to deliver the following deliverables in series:

- (1) Supply of lightening materials as per technical specifications;
- (2) Installation process of approved lightening materials;
- (3) Provision acceptance;
- (4) One (1) year Warranty period/defect liability period for the lightening systems installed after the provision acceptance

#### Note: Bill of quantities

No.	Items	Quantity	Unity Price	Total Price (Frw)
1	Lightning rod (ESE 79m radius of cover range in level 1)	17		
2	SPD type I (Bipolar-2P)	13		
3	SPD type II (Bipolar-2P)	15		
4	Galvanized steel elevation pole (Elevation mast)	13		
5	Metallic pylon	4		
6	Air rod base	17		
7	Flat tape conductor (roll of 50m)	17		
8	Digital flash lightning counter	17		
9	Test Clamp	17		

10	Protection Sheath for Tape Conductor	13		
11	Inspection pit	17		
13	Lightning Earthing marker (Plaque signalétique) non-corrosive and durable material	4		
14	Equipotential bonding	Ff		
15	All accessories required as per standards during the installation	Ff		
16	Earth Rod	Ff		
17	Earth Rod Clamp	Ff		
Grand total in FRW, all taxes inclusive				

**Note: Critical site to be protected**

<i>RUTSIRO DISTRICT</i>							
<i>Location</i>	<i>Site name</i>	<i>lightning rods</i>	<i>Radius cover range</i>	<i>Number of SPD type I</i>	<i>Number of SPD type II</i>	<i>Type of air rod base support</i>	
						<i>Steel elevation pole</i>	<i>Pylon / Tower</i>
<i>RUHANGO SECTOR</i>							
<i>Gihira Cell; Bitenga Village</i>	1. GS Bitenga B	1	79m	1	1	One (1) steel elevation pole at teacher's room	
<i>Rugasa Cell; Kabitovu Village</i>	2. GS Kabitovu	1	79 m	1	1	One (1) steel elevation pole at "Icyumba cy'umukobwa"	
<i>Rugasa Cell; Kabitovu Village</i>	3. Kabitovu PS	1	79 m	1	1		One (1) pylon at kitchen garden
<i>Rundoyi Cell Gakararanka Village</i>	4. GS Rundoyi	1	79m	1	1	One (1) steel elevation pole at ADEPR church building	
<i>KIVUMU SECTOR</i>							
<i>Bunyunju Cell; Karungu Village</i>	5. GS Kivumu (St Pierre)	3	79 m	1	2	Two (2) steel elevation poles: one at boys' hostel and another at Multi-storeyed building under construction,	One (1) pylon at assembly point
<i>Bunyunju Cell; Karungu Village</i>	6. Kivumu Health Center	1	79 m	1	2		One (1) pylon nearby the existing non-functioning lightning protection rod.

<i>Karambi Cell Gateko Village</i>	7. GS Gahondo	1	79m	1	1	<i>One (1) steel elevation pole at P6C classroom (upper bloc)</i>	
<i>Nganzo Cell Rwinyoni Village</i>	8. GS St Aloys Rwinyoni	1	79m	1	1	<i>One (1) steel elevation pole at church building</i>	
<b>KIGEYO SECTOR</b>							
<i>Nkora Cell Kabashyembe Village</i>	9. Ste Marie Ngabo GS	2	79m	1	1	<i>Two (2) Steel elevation poles: One steel elevation pole at P6 D classroom and One steel elevation pole at S1C classroom</i>	
<b>NYABIRASI SECTOR</b>							
<i>Cyivugiza Cell Nyabishongo Village</i>	10. GS Cyivugiza (Use of solar system energy)	1	79m	1	1		<i>One (1) pylon at centre of playing ground</i>
<i>Terimbere Cell Kasanga Village</i>	11. Nyabirasi Health Center (Use of solar system energy)	1	79m	1	1	<i>One (1) steel elevation pole nearby the solar system</i>	
<i>Terimbere Cell Kasanga Village</i>	12. ES Nyabirasi / Boarding (Use of solar system energy)	1	79m	1	1	<i>One (1) steel elevation pole at boy's dormitory</i>	
<i>Terimbere Cell Ryanyiramuronko Village</i>	13. GS Nyabirasi	2	79m	1	1	<i>Two (2) steel elevation poles: One steel</i>	

						<i>elevation pole at Primary classrooms and One steel elevation pole at Secondary classroom</i>	
		17		13	15	13	4
<i>Total</i>			<i>Lightning rod (79m at level 1) = 17  Steel elevation pole=13  Metallic pylon=4  SPD type I (Bipolar-2P) =13  SPD type II (Bipolar)=15  Bonding: at all sites</i>				

**Note: Technical Specifications**

No	Designation	Technical Specification
1	<b>Air terminal conductor (Lightning rod)</b>	<ul style="list-style-type: none"> <li>• Early Steamer Emission Air Terminal (ESE)</li> <li>• Max. discharge current <math>\geq 200</math> kA</li> <li>• Advanced triggering: 60<math>\mu</math>s</li> <li>• Protection radius: 79m in level I</li> <li>• Lifespan: 10 years</li> <li>• Made in stainless steel</li> </ul>
2	<b>Surge Protection Device type I</b>	<ul style="list-style-type: none"> <li>• Class: Type 1</li> <li>• Type of surge protection: Electrical network low voltage supply</li> <li>• Current wave: (10/350 <math>\mu</math>s)</li> <li>• Maximum discharge current <math>I_{max}</math>: 50kA</li> <li>• Function: Supply</li> <li>• Number of ports: 2P</li> <li>• Voltage: 220V AC 50Hz</li> </ul>
3	<b>Surge Protection Device type II</b>	<ul style="list-style-type: none"> <li>• Class: Type 2</li> <li>• Type of surge protection: Electrical network low voltage supply</li> <li>• Current wave: 8/20 <math>\mu</math>s</li> <li>• Maximum discharge current <math>I_{max}</math>: 10 kA</li> <li>• Function: Supply</li> <li>• Number of ports: 2P</li> <li>• Voltage: 220V AC 50Hz</li> </ul>
4	<b>Metallic pylon structure for support lightning rod</b>	<ul style="list-style-type: none"> <li>• It is made in triangular shape with one (1) inch galvanized steel pipes as main support for the tower and 3/4 inch galvanized steel horizontal and diagonal/cross braces of tower,</li> <li>• Inter-distance between the main galvanized steel pipes of the tower: 35x35cm;</li> <li>• Minimum Length: 15m from the ground;</li> <li>• The tower must be fenced in wooden structure (with 2x2 m; and the design to be approved by client's representative);</li> <li>• The tower foundation is 1.2x1.2x1m depth;</li> <li>• The prototype tower must be approved by client's representative</li> </ul>
5	<b>Steel elevation pole</b>	<ul style="list-style-type: none"> <li>• It is made in 2 inch galvanized pipes and must be approved by client's representative;</li> <li>• To be fixed on a solid structure of the building</li> </ul>
6	<b>Flat tape conductor</b>	<ul style="list-style-type: none"> <li>• Tinned copper</li> <li>• Thick: <math>\pm 2</math>mm;</li> <li>• Width: <math>\pm 27</math>mm</li> </ul>

		<ul style="list-style-type: none"> <li>• Must have durable insulator (protection Sheath for tape conductor) once fixed on the wall.</li> </ul>
7	<b>Digital flash lightning counter</b>	<ul style="list-style-type: none"> <li>• Minimal detectable current: 1 kA</li> <li>• Maximal detectable Current: 100 kA</li> <li>• Minimum current sensitivity: 333 A</li> <li>• Minimum digital characters: 7 digits</li> <li>• Maintenance: Replaceable lithium batteries</li> <li>• To be installed at 2m above pavement level.</li> </ul>
8	<b>Earth Rod</b>	<ul style="list-style-type: none"> <li>• Pointed Copper bound</li> <li>• Diameter: ±14mm</li> </ul>
9	<b>Earth Rod Clamp</b>	<ul style="list-style-type: none"> <li>• Maximum: 19mm diameter for connection between conductor and earth rod</li> </ul>
10	<b>Lightning Earthing marker (Plaque signalétique) on the metallic pylon structure</b>	<ul style="list-style-type: none"> <li>• Information Sign: "DANGER OF DEATH! During stormy weather, stay away at more than 3 m (10 ft). Mu gihe cy'imvura n'imirabyo, wikwegera hano. Sigamo nibura metero 3".</li> <li>• size: 30x25 cm</li> <li>• Language: English and Kinyarwanda</li> </ul>
11	<b>Accessories</b>	<ul style="list-style-type: none"> <li>• All accessories required during the installation must be approved by the client's Representative</li> </ul>

## 5. Duration of the Contract

The service is expected to be taken in 45 days after signing of the contract.

<i>Deliverables/ expected outcomes</i>	<i>timeline</i>	<i>Deliverables</i>
<i>Phase I</i>	<i>10 days</i>	supply of lightening materials as per technical specifications;
<i>Phase II</i>	<i>30 days</i>	Installation process of approved lightening materials
<i>Phase III</i>	<i>5 days</i>	Provision acceptance
<i>Total number of days</i>	<i>45 days</i>	

## 6. Required Skills, Experience and Competencies

A Project Manager:

- With at least Bsc in Electrical engineering or Electromechanical Engineering;
- At least three (3) years of experience in installation of lightning protection systems;
- Join detailed CV updated, signed and reflecting the experience with certified copies of degree;
- Having an electrical installation permit of at least class B issued by Rwanda Utilities Regulatory Authority (RURA);
- Being registered in Institution of Engineers Rwanda;
- He/she must be permanent on site during the installation;
- Letter of commitment signed by the Project Manager.

At least three (3) Technicians:

- Qualified with at least A3 in Electrical or Electromechanical field;
- Detailed updated CV and certified copies of diplomas/certificates;
- They must be permanent on site during the installation.

Company:

- The bidder must provide a certificate of origin from the manufacturing company for the lightning protection equipment to be installed;
- Previous experience in the installation of lightning protection systems in public buildings/facilities with at least three (3) completion certificates of similar tenders executed, one of them should be more or less of the same size;
- Delivery time: 45 days after signing the contract;
- Warranty period: 12 months.

## **7. Institutional Arrangement**

- UNDP is responsible for the management of this service and will contract the company to undertake the work on behalf of the Government of Rwanda. UNDP will ensure that all issues pertaining on the contract with the company, including payments are completed on schedule and will be responsible for facilitating the work.
- MINEMA will provide day-to-day management of the service with UNDP oversight. The MINEMA will be the government focal point for the evaluation and will facilitate the logistical requirements and provide technical assistance during all phases of the process.
- A Technical working group led by UNDP composed of representatives of MINEMA and UNDP (Sustainable Growth Unit), will oversee the conduct of the evaluation at the technical level. The team will provide quality assurance and guidance to ensure that it



meets quality criteria. The technical committee will oversee the implementation of the agreed schedule of the installation and service.

## 8. Duty Station

The duty station of the work Kigali and Rutsiro District, Rwanda. All transportation regarding the tender within Rwanda should be arranged and paid by the company.

## 9. Payment Modality

The company shall be paid the contract amount upon completion of the following milestones:

- 70% after the full supply of lightening materials and full installation and provision acceptance by MINEMA
- 30% after final provision acceptance and guarantee confirmation by MINEMA

The contract amount stated above will be is subject to applicable local taxes in accordance to the laws of the Republic of Rwanda.

## 10. Application Procedure

Interested companies should apply by presenting the following documents:

- Personal CV or P11, indicating education background/professional qualifications, all past experience from similar projects, as well as the contact details (email and telephone number) of the candidates and at least three (3) professional references;
- 3 portfolios in color indicating similar projects conducted from the past;
- Supply provision plan/proposal with the quotation, bid, and price.

### Administrative requirements:

Copy of RDB certificate
RRA Tax Clearance
Copy of site visit attendance
Three (3) copies of certificates of similar works

## 11. Evaluation Criteria

The company will be evaluated against a combination of technical and financial criteria, using the Combined Scoring Method. Maximum score is 100% out of which technical criteria equals 70% and financial criteria equals 30%. For each of the 3 profile candidates of the firm, the technical evaluation will include the following:

<i>Criteria</i>	<i>Weight</i>	<i>Max. Point</i>
<i>Proven record of at least 3 completion certificates of similar tenders executed, one of them should be more or less of the same size</i>	<b>25%</b>	<b>20</b>
<i>Project Manager with at least BSc in Electrical engineering or Electromechanical Engineering; At least three (3) years of experience in the installation of lightning protection systems; Having an electrical installation permit of at least class B issued by Rwanda Utilities Regulatory Authority (RURA); Being registered in Institution of Engineers Rwanda;</i>	<b>20%</b>	<b>20</b>
<i>At least three technicians: Qualified with at least A3 in Electrical or Electromechanical field; Detailed updated CV and certified copies of diplomas/certificates; They must be permanent on site during the installation</i>	<b>20%</b>	<b>25</b>
<i>Overall Methodology and proposal with quotation</i>	<b>25%</b>	<b>20</b>
<i>Fluent in English and Kinyarwanda (written and verbal skills)</i>	<b>15%</b>	<b>15</b>
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

***UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated.***

*\*Pls. attach delivery schedule, if relevant, and cluster by lot, if partial bids will be allowed. Specify delivery locations if goods multiple destinations.*

[Enter name of authorized staff]

[Designation]

[Click here to enter a date]

Annex 2

**FORM FOR SUBMITTING SUPPLIER'S QUOTATION<sup>12</sup>**

*(This Form must be submitted only using the Supplier's Official Letterhead/Stationery<sup>13</sup>)*

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. \_\_\_\_\_:

**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
	<b>Total Prices of Goods<sup>14</sup></b>				
	Add : Cost of Transportation				
	Add : Cost of Insurance				
	Add : Other Charges (pls. specify)				
	<b>Total Final and All-Inclusive Price Quotation</b>				

**TABLE 2 : Estimated Operating Costs (if applicable)**

List of Consumable Item/s <i>(Include fast moving parts, if any)</i>	Estimated Average Consumption	Unit of Measure	Unit Price	Total Price per Item

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

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

<sup>14</sup> Pricing of goods should be consistent with the INCO Terms indicated in the RFQ

**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>
Delivery Lead Time			
Estimated weight/volume/dimension of the Consignment:			
Country/ies Of Origin <sup>15</sup> :			
Warranty and After-Sales Requirements			
a) Training on Operations and Maintenance			
b) Minimum one (1) year warranty on both parts and labor			
c) Service Unit to be Provided when the Purchased Unit is Under Repair			
d) Brand new replacement if Purchased Unit is beyond repair			
e) 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]*

<sup>15</sup> *If the country of origin requires Export License for the goods being procured, or other relevant documents that the country of destination may require, the supplier must submit them to UNDP if awarded the PO/contract.*

## **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.