



United Nations
Educational, Scientific and
Cultural Organization

Organisation
des Nations Unies
pour l'éducation,
la science et la culture

INVITATION TO BID – ITB Goods & related services

Ref: ICTP WASTE/2021/22

(Please quote this UNESCO reference in all correspondence)

Date 27 September 2021

You are invited to submit a bid for the disposal of various types of waste in accordance with the present solicitation document.

The Invitation to Bid (ITB) consists of this cover page and the following Annexes:

Part 1	Bidding Procedures
Annex I	Instructions to Bidders
Annex II	Bid Data Sheet
Annex III	Bid Submission Form
Annex IV	Price Schedule Form
Annex V	Intention To Bid Form
Annex VI	Bidder Information Form
Part 2	Supply Requirements
Annex VII	Technical Specification Form
Part 3	Contract
Annex VIII	General Terms and Conditions

Your bid should reach the **secure email address** tenders@pec.ictp.it **no later than 31 October 2021 - 13:00 hrs CET Rome/Trieste.**

Instructions for sending:

It is required to send the offer in one single email as follows:

subject: ITB/ICTP/WASTE/2021722 - offer - *name of firm*

body: no specific information or text is required

attachment: one single pdf file not exceeding 15MB containing all the required documents - for Italian firms, the document shall be in PADES and not CADES format .

Please quote your firm's name in the pdf file (eg. offer_mariorossi.pdf)

This letter is not to be construed in any way as an offer of contract. Your bid could, however, form the basis for a contract between your company and UNESCO.

Bidders are kindly requested to acknowledge the receipt of the ITB using the Intention to Bid Form on Annex V.

For and on behalf of UNESCO:

Ulrich Singe

ICTP Approving Officer

ANNEX I – Instructions to Bidders

The Instructions to Bidders contain general guidelines and instructions on the preparation, clarification, and submission of Bids.

A. INTRODUCTION

1. General

UNESCO as the Purchaser invites Sealed Bids for the supply of goods to the UN system.

2. Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation to Bid.

This bid is open to all national and international suppliers who are legally constituted and can provide the requested goods.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.ungm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption” and defined as follows:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.
- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the procuring UNESCO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. SOLICITATION DOCUMENTS

5. Examination of Solicitation Documents

The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder’s risk and may affect the evaluation of the Bid.

6. Clarification of Solicitation Documents

A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNESCO in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the Solicitation Documents.

7. Amendments of Solicitation Documents

Prior to the Deadline for Submission of Bids, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All prospective Bidders that have received the Solicitation Documents will be notified in writing of any amendments. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the Deadline for the Submission of Bids.

C. PREPARATION OF BIDS

8. Language of the Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and UNESCO shall be written in the language indicated on the Bid Data Sheet (Annex II).

9. Documents Comprising the Bid

The Bid must comprise the following documents:

- (a) a Bid Submission form;
- (b) a Price Schedule completed in accordance with the Annexes IV, VII, and VIII and clause 12 of Instructions to Bidders;
- (c) documentary evidence established in accordance with clause 10 of Instructions to Bidders that the Bidder is eligible to and is qualified to perform the contract if its Bid is accepted;
- (d) documentary evidence established in accordance with clause 11 of Instructions to Bidders that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents.

10. Documents Establishing Bidder's Eligibility and Qualifications

The Bidder shall furnish evidence of its status as qualified Supplier. The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted shall be established to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the goods' manufacturer or producer to supply the goods in the country of final destination.
- (b) that, the Bidder has the financial, technical, and production capability necessary to perform the contract.

11. Documents Establishing Goods' Conformity to Bidding Documents

The Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all goods and related services which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods.

12. Bid Currencies/Bid Prices

All prices shall be quoted in US dollars, EUR or any other convertible currency. The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the goods it proposes to supply under the contract.

13. Period of Validity of Bids

Bids shall remain valid for 90 days after the date of Bid Submission prescribed by UNESCO pursuant to clause 16 of Instructions to Bidders (Annex I). A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 20 of Instructions to Bidders. In exceptional circumstances, UNESCO may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.

D. SUBMISSION OF BIDS

14. Format and Signing of Bids

~~The Bidder shall prepare two copies of the Bid, clearly marking each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.~~

15. Sealing and Marking of Bids

~~15.1 The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.~~

~~15.2 The inner and outer envelopes shall:~~

- ~~(a) be addressed to UNESCO at the address given in Annex II of these Solicitation Documents; and~~
- ~~(b) make reference to the "subject" indicated in Annex II of these Solicitation Documents and a statement: "SEALED TENDER – DO NOT OPEN", to be completed with the time and the date specified in Annex II of these Solicitation Documents for Bid Opening pursuant to clause 16 of Instructions to Bidders.~~

~~15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".~~

~~15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, UNESCO will assume no responsibility for the Bid's misplacement or premature opening.~~

16. Deadline for Submission of Bids/Late Bids

- 16.1 Bids must be delivered to the office on or before the date and time specified in annex II of these Solicitation Documents.
- 16.2 UNESCO may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 7 of Instructions to Bidders, in which case all rights and obligations of UNESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 16.3 Any Bid received by UNESCO after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

The Bidder may withdraw its Bid after submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline for submission. No Bid may be modified after passing of the Deadline for Submission of Bids. No Bid may be withdrawn in the interval between the Deadline for Submission of Bids and the expiration of the Period of Bid Validity.

E. OPENING AND EVALUATION OF BIDS

18. Opening of Bids

UNESCO will open all Bids after the deadline for submissions and in accordance with the rules and regulations of the organization. The opening of bids may or may not be in public.

19. Clarification of Bids

To assist in the examination, evaluation and comparison of Bids, UNESCO may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one which conforms to all the terms and conditions of the ITB without material deviations.
- 20.2 UNESCO will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

- 20.4 A Bid determined as not substantially responsive will be rejected by UNESCO and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

21. Conversion to Single Currency

To facilitate evaluation and comparison, UNESCO will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22. Evaluation of Bids

Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

- (a) Compliance with pricing conditions set in the ITB.
- (b) Compliance with requirements relating to technical design features or product's ability to satisfy functional requirements.
- (c) Compliance with Special and General Conditions specified by these Solicitation Documents.
- (d) Compliance with start-up, delivery or installation deadlines set by the procuring entity.
- (e) Demonstrated ability to comply with critical provisions such as execution of the Purchase Order/Contract by honouring the tax-free status of the UN.
- (f) Demonstrated ability to honour important responsibilities and liabilities allocated to Supplier in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
- (g) Proof of after-sales service capacity and appropriateness of service network.

F. AWARD OF CONTRACT

23. Award Criteria

UNESCO will issue the Purchase Order/Contract to the lowest priced technically qualified Bidder. UNESCO reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Purchase Order/Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for UNESCO's action.

24. UNESCO's Right to Vary Requirements at Time of Award and to Negotiate

UNESCO reserves the right at the time of making the award of contract to increase or decrease by up to 20 % the quantity of goods specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

25. Notification of Award

Prior to the expiration of the period of Bid Validity, UNESCO will send the successful Bidder the Purchase Order/Contract. The Purchase Order/Contract 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/Contract, as herein specified. Acceptance of this Purchase

Order/Contract shall affect 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/Contract.

26. Signing of the Purchase Order/Contract

The successful Bidder shall sign the Purchase Order/Contract and return it to UNESCO at the earliest convenience but no later than within 7 days of date of issuance.

27. Performance Security

If so requested, the successful Bidder shall provide a Performance Security, within 30 days of receipt of the Purchase Order/Contract from UNESCO.

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security if any, in which event UNESCO may make the award to the next lowest evaluated Bidder or call for new Bids.

ANNEX II – Bid Data Sheet

The following specific data shall complement, supplement or amend the provisions in Annex I - Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail.

1. Deadline for Submission:	30 October 2021 - 13:00 hrs CET Rome/Trieste.
2. Sealed Bids to be received at (to be marked):	<i>tenders@pec.ictp.it</i>
3. Bid Opening:	Bids will be opened in the presence of UNESCO Bid Opening Committee. The bid opening is not open for public.
4. Delivery terms:	The prices quoted shall be as per following INCOTERMS 2010 and place: <i>Strada Costiera 11 / Via Beirut 6 / Via Beirut 7 / Via Beirut 31 / Via Grignano 9 - 34151 Trieste IT</i>
5. Mode of transport:	The preferred mode of transport from FCA point to the Place of Delivery shall be: not relevant
6. Goods for use in:	<i>not applicable</i>
7. Bid Validity Period:	90 days
8. Completeness of bids:	<input checked="" type="checkbox"/> [X] Partial bids permitted. <input type="checkbox"/> [] Partial bids not permitted.
9. Language of the Bid:	<i>Italian / English</i>
10. Request for Clarification must be directed to:	<i>Procurement Office - procure@ictp.it</i>
11. Submission of Bids:	<p>The original and copy of the bid shall include - as a minimum - the following documentation (for items B - D, Bidders are required to use the dedicated forms contained in the ITB).</p> <ul style="list-style-type: none"> A. Cover letter (optional); B. Bid Submission Form; C. Price Schedule Form; D. Descriptive literature (technical brochures or other documentation); <p>All submittals shall bear the initials/signature of the Bidder.</p>

ANNEX III – Bid Submission Form**To: UNESCO**

(To form an integral part of the Bid Submission)

Dear Sir/Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver goods as described in Annex IV (Price Schedule Form) and Annex VII (Technical Specification Form) of this ITB in conformity with the said Solicitation Documents for the sum of *[total bid amount in words and figures]* as may be ascertained in accordance with the Price Schedule Sheet attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with INCOTERMS 2010 and the delivery schedule specified in the Solicitation Documents.

Provided that a Purchase Order/Contract is issued by UNESCO within Bid Validity Period, the undersigned hereby offers, subject to the terms of such Purchase Order/Contract, to furnish any or all items at the prices offered and to deliver same to the designated point(s) within the delivery time stated in the price schedule attached to this form.

We understand that you are not bound to accept any Bid you may receive.

Name of Bidder:	
Address of Bidder:	
Authorised Signature:	
Name & title of Authorised Signature:	
Date:	

ANNEX IV – Price Schedule Form

The Price Schedule prepared by the Bidder must provide a detailed cost breakdown for each item.

1. *Technical descriptions for each proposed item must provide sufficient detail to allow the Purchaser to determine compliance of Bid with specifications as per UNESCO's Requirements and Technical Specifications of this ITB.*
 2. *Estimated weight/volume of the consignment must be part of the documentation submitted.*
 3. *All prices/rates quoted must be exclusive of all taxes, since UNESCO is exempt from taxes.*
 4. *The format shown may be used in preparing the Price Schedule. The format uses a specific structure which may or may not be applicable but are indicated to serve as examples.*
- Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CER	Descrizione CER	Prezzo smaltimento al KG inclusi carico, trasporto e scarico e formulario / EUR	Costo analisi ove necessario / EUR
150101	Imballaggi di carta e cartone		
150102	Imballaggi di plastica		
150103	Imballaggi in legno		
150106	Imballaggi in materiali misti		
160211*	Apparecchiature fuori uso, contenenti clorofluorocarburi, HCFC, HFC		
160213*	Apparecchiature fuori uso, contenenti componenti pericolosi		
160214	Apparecchiature elettroniche fuori uso, non contenenti componenti pericolosi		
160216	Componenti rimossi da apparecchiature elettroniche fuori uso, non pericolosi		
160601*	Batterie al piombo		
160602*	Batterie al nichel-cadmio		
160605	Altre batterie e accumulatori		
170405 170407	Metalli		
170103	Mattonelle e ceramiche		
170201	Legno		
170202	Vetro		
170203	Plastica		
170604	Materiali isolanti, diversi da quelli di cui alle voci 170601 e 170603		
170904	Rifiuti misti dell'attività di costruzione e demolizione		
200121*	Tubi fluorescenti ed altri rifiuti contenenti mercurio		
200307	Rifiuti ingombranti		

200101	Carta e cartone		
	Files di archivio da smaltire interamente (inclusi raccoglitori) con certificazione di demolizione		
	Carta da smaltire con certificazione di distruzione		
200307	Rifiuti ingombranti		
...	<i>Altro (specificare se non indicato ma rilevante)</i>		

ANNEX V – Intention to Bid Form

To be completed and returned within ten (10) working days after date of issuance of the ITB.

By email or fax to UNESCO Focal Point

Attn: Please refer to Section II – Bid Data Sheet

ITB Ref.: *[ITB NO – Description]*

☐ **Yes, we intend to submit a bid.**

We are sorry to inform you that we are unable to submit a bid in response to the above-mentioned invitation to bid due to the reason(s) listed below:

- ☐ The requested products are not within our range of supply
- ☐ We are unable to submit a competitive offer for the requested products at the moment
- ☐ The requested products are not available at the moment
- ☐ We cannot meet the specifications required
- ☐ Insufficient time is allowed to prepare a bid
- ☐ We cannot meet the delivery requirements
- ☐ We cannot adhere to your terms and conditions (please specify which: e.g. payment terms, request for performance bond etc)
- ☐ The information provided for bid purposes is insufficient
- ☐ We do not export
- ☐ Our production capacity is currently full
- ☐ We are closed during the holiday season
- ☐ We had to give priority to other clients' requests
- ☐ We do not sell directly but through distributors
- ☐ We have no after-sales service available in the country of destination
- ☐ Others (please specify)

If UNESCO has any question about this NO BID, please contact

Mr./Ms. who will be able to assist you.

Name of the Bidder:

Authorised Signature

Date:

ANNEX VI – Bidder Information Form

General Information:

Company Name:	
City, Country	
Web Site URL:	
Contact Person:	
Title:	
Phone:	
Email Address:	

Expertise of the Bidder

Line of Business, area of expertise:	
Type of business (manufacturer, distributor, etc):	
Years of company experience:	
Main export countries/area:	
Past Contracts with other UN organizations:	
Quality Certificate (e.g. ISO):	

References: Please provide at least three references for similar supply contracts including contact details:

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

ANNEX VII – Terms of Reference

CAPITOLATO

SERVIZIO DI ASPORTO E SMALTIMENTO RIFIUTI

Il Centro Internazionale di Fisica Teorica (International Centre for Theoretical Physics, ICTP) è un centro scientifico internazionale, Istituto di categoria 1 dell'UNESCO, parte delle Nazioni Unite, con sede a Trieste, in Strada Costiera 11.

Questo Centro svolge attività di ricerca e divulgazione scientifica e ospita ogni anno circa seimila studenti/visitatori provenienti da tutto il mondo. I visitatori svolgono attività di ricerca e studio presso le sedi del comprensorio e parte di loro è ospite presso le Foresterie di questo Centro durante la sua permanenza.

Gli edifici che formano il comprensorio di questo Centro sono i seguenti:

1. Leonardo Building - LB - Strada Costiera 11 con aule didattiche, mensa, bar, uffici
2. Enrico Fermi Building - EFB - Via Beirut 6 - con uffici
3. Adriatico Guesthouse - AGH - Via Grignano 9 - foresteria con stanze e aule didattiche
4. Galileo Guesthouse - GGH - Via Beirut 7 - foresteria con stanze e aule didattiche
5. Multidisciplinary Laboratory - MLAB - Via Beirut 31 - con uffici e laboratori

La lingua ufficiale di questo Centro è l'inglese, che prevale nella stesura di questo documento e all'atto della firma dell'eventuale futuro contratto.

Il Centro dispone di un servizio di ritiro rifiuti urbani, plastica e carta erogato dal Comune di Trieste.

Tutti gli altri rifiuti prodotti devono essere gestiti direttamente da questo Centro tramite Ditte di servizi private. Poiché negli anni si sono accumulati molti rifiuti ingombranti che non sono stati smaltiti, è stato deciso di predisporre una gara per iniziare un processo di smaltimento dei rifiuti accumulati negli anni passati e che verranno prodotti negli anni a venire. Tale servizio verrà svolto su chiamata.

1. PARTI CONTRATTUALI

Nel presente capitolato il Centro Internazionale di Fisica Teorica è indicato come "ICTP"; l'operatore economico che risulterà aggiudicatario dell'appalto è indicato come "Ditta".

Dati ICTP: International Centre for Theoretical Physics, Strada Costiera 11 - 34151 Trieste.

Contatti: 040.2240664/633/635 / procure@pec.ictp.it - procure@ictp.it.

2. OGGETTO DELL'APPALTO

Oggetto della presente gara è l'affidamento del servizio di raccolta, asporto e smaltimento rifiuti prodotti all'interno del comprensorio ICTP, su chiamata, limitatamente ad un gruppo di CER di seguito indicato.

3. QUANTITA'

Non è possibile prevedere il quantitativo annuo né la cadenza di conferimento, in quanto il servizio è vincolato alla disponibilità di fondi e necessità contingenti di spazio all'interno del comprensorio ICTP. Questi dati sono variabili e non permettono di fare una stima delle quantità che verranno conferite nel corso del contratto. Si stima ad ogni modo, in maniera puramente indicativa e non vincolante una capacità di spesa di circa 20.000 Euro/anno.

La Ditta è pertanto tenuta ad eseguire i servizi, per i prezzi stabiliti in sede di offerta, senza poter avanzare alcuna richiesta aggiuntiva.

4. PREZZI

L'offerta deve includere tutti gli oneri per il servizio di asporto e smaltimento, per tutte le prestazioni di manodopera e ogni eventuale costo accessorio e di sicurezza in riferimento a ciascun CER.

Il prezzo unitario riferito al servizio per CER è da intendersi fisso ed invariabile per tutta la durata del contratto, salvo riduzioni o eventuali aumenti di prezzo di cui la Ditta dovrà dare immediata notizia (con documentazione a comprova). Ogni eventuale modifica del prezzo dei CER dovrà essere comunicata tempestivamente ed accettata da ICTP per iscritto. L'ICTP si riserva di non accettare incrementi di prezzo non giustificati.

5. CRITERIO DI AGGIUDICAZIONE

Trattandosi di servizio con caratteristiche standardizzate e le cui condizioni sono definite dal mercato, l'appalto è aggiudicato in base al criterio del minor prezzo.

6. DURATA DEL SERVIZIO/CONTRATTO

La presente gara è finalizzata alla stipula di un accordo a lungo termine (Long Term Agreement, allegato alla documentazione di gara).

Il contratto avrà durata iniziale di un anno, e sarà rinnovabile su base annuale fino a una durata complessiva di un massimo di quattro anni.

Tale contratto e le sue condizioni, allegati al documento di gara, si ritengono accettati in toto alla presentazione dell'offerta.

7. REQUISITI DI PARTECIPAZIONE

Per poter partecipare alla gara, la Ditta deve dimostrare di possedere i seguenti requisiti minimi:

1. Abilitazione/ idoneità all'esercizio dell'attività professionale, inclusi i requisiti relativi all'iscrizione nell'albo professionale o nel registro commerciale - dimostrabile allegando ai documenti di gara:

- iscrizione alla Camera di Commercio o indicazione nel proprio Statuto per/di attività coerente con quella oggetto del presente appalto;
- autorizzazioni necessarie allo svolgimento del servizio / Iscrizione all'Albo Nazionale Gestori Ambientali.

2. Capacità economico - finanziaria - dimostrabile allegando ai documenti di gara:

- ultimo bilancio approvato alla data di scadenza del termine per la presentazione delle offerte corredati della nota integrativa; oppure Modello Unico o la Dichiarazione IVA; qualora per fondati motivi la Ditta non sia in grado di presentare la documentazione richiesta può dimostrare la sua capacità economico-finanziaria mediante altro documento considerato idoneo da ICTP.

3. Capacità tecnica e professionale - dimostrabile allegando ai documenti di gara:

- elenco dei principali servizi espletati nel triennio antecedente di cui almeno uno per servizio di smaltimento rifiuti con uno dei codici CER presenti nel presente capitolato
- certificazioni di qualità ISO 9001 o equivalenti;
- certificazione ambientale ISO 14001 o EMAS o equivalenti.

8. NATURA E MODALITA' DI EFFETTUAZIONE DEL SERVIZIO

Il servizio oggetto della presente gara consiste nel prelievo dei rifiuti dai luoghi di deposito preposti, il loro carico su appositi mezzi, il trasporto, la compilazione dei formulari e lo smaltimento degli stessi. I rifiuti si trovano depositati in specifiche aree degli edifici del comprensorio:

1. Leonardo Building - LB - Strada Costiera 11, Trieste (per questo edificio i rifiuti verranno depositati nella "gabbia" retrostante l'edificio)
2. Enrico Fermi Building - EFB - Via Beirut 6, Trieste (rifiuti principalmente collocati nel deposito chiamato "aeroporto")
3. Adriatico Guesthouse - AGH - Via Grignano 9, Trieste (rifiuti collocati al piano -1 e -2, accessibile con transpallet)
4. Galileo Guesthouse - GGH - Via Beirut 7, Trieste, (rifiuti collocati nel parcheggio) e
5. Multidisciplinary Laboratory - MLAB - Via Beirut 31, Trieste (rifiuti collocati nel piazzale antistante)

Nelle aree di deposito si trovano rifiuti di diversa natura. Di seguito si riporta l'elenco dei principali CER individuati che dovranno essere quotati al kg in sede di offerta:

CER	Descrizione CER
150101	Imballaggi di carta e cartone
150102	Imballaggi di plastica
150103	Imballaggi in legno
150106	Imballaggi in materiali misti
160211*	Apparecchiature fuori uso, contenenti clorofluorocarburi, HCFC, HFC
160213*	Apparecchiature fuori uso, contenenti componenti pericolosi
160214	Apparecchiature elettroniche fuori uso, non contenenti componenti pericolosi
160216	Componenti rimossi da apparecchiature elettroniche fuori uso, non pericolosi
160601*	Batterie al piombo
160602*	Batterie al nichel-cadmio
160605	Altre batterie e accumulatori
170405 170407	Metalli
170103	Mattonelle e ceramiche
170201	Legno
170202	Vetro
170203	Plastica
170604	Materiali isolanti, diversi da quelli di cui alle voci 170601 e 170603
170904	Rifiuti misti dell'attività di costruzione e demolizione
200121*	Tubi fluorescenti ed altri rifiuti contenenti mercurio
200307	Rifiuti ingombranti
200101	Carta e cartone
	Files di archivio da smaltire interamente (inclusi raccoglitori) con certificazione di demolizione
	Carta da smaltire con certificazione di distruzione
200307	Rifiuti ingombranti

Tale elenco è da considerarsi indicativo e non vincolante.

ICTP si riserva di affidare la gara per gruppi di CER in base al prezzo al kg più conveniente.

Il prelievo, trasporto e smaltimento dei rifiuti viene affidato alla Ditta la quale è tenuta a garantire l'esecuzione del servizio per tutti i CER aggiudicati.

Il servizio viene effettuato su chiamata nella seguente modalità:

ICTP contatta la Ditta per programmare lo smaltimento di un dato quantitativo di rifiuti, non inferiore a un pallet o container, raggruppati per CER. La Ditta effettua un sopralluogo entro 10 giorni naturali consecutivi dalla chiamata/richiesta via e-mail e organizza il ritiro del materiale indicato entro 20 giorni

naturali consecutivi giorni dal sopralluogo. La Ditta, a seguito del sopralluogo, deve comunicare in quale data e orario si presenterà per il ritiro, e in quanto tempo asporterà il materiale indicato. I quantitativi cui fa riferimento il corrispettivo del servizio sono quelli rilevati presso l'impianto di destinazione, purché determinati con doppia pesata (pieno carico e tara). E' facoltà di ICTP effettuare verifiche periodiche con l'utilizzo di pese pubbliche e/o con pesa propria certificata. In tal caso non saranno riconosciute tolleranze superiori a 50 kg fra la pesa pubblica e la pesa aziendale dell'impianto.

Sono a carico della Ditta tutte le spese per il trasporto ai mezzi preposti al trasporto dei rifiuti, il loro carico e scarico alle discariche autorizzate.

9. SOPRALLUOGO

Alle imprese che intendono partecipare alla gara, ai fini della migliore formulazione dell'offerta, è consigliato effettuare un sopralluogo dei locali, su appuntamento, da concordare con l'Ufficio Acquisti scrivendo all'indirizzo procure@ictp.it indicando nell'oggetto: richiesta di sopralluogo gara WASTE/2021/22.

In occasione del sopralluogo verranno visitate le zone di deposito dei rifiuti e verrà mostrato il materiale oggetto della presente gara/appalto.

A seguito dell'avvenuto sopralluogo, entro un massimo di 10 giorni, si prega di dare comunicazione dell'effettivo interesse a partecipare alla gara via mail all'indirizzo PEC procure@pec.ictp.it. In caso di mancata partecipazione, si prega di specificarne i motivi.

10. CONDIZIONI

Il servizio dovrà sempre essere svolto nel pieno rispetto di tutte le leggi, regolamenti e prescrizioni in materia, anche per quanto riguarda gli obblighi e gli oneri relativi alle disposizioni di sicurezza, di assicurazione, di condizioni di lavoro, previdenza e assistenza nei confronti del personale dipendente o incaricato.

La Ditta dovrà provvedere e garantire a sua cura e spese, con propri mezzi, impianti, personale e quant'altro necessario, al corretto e razionale svolgimento dell'appalto, nel rispetto della normativa applicabile.

La Ditta deve adottare, nell'esecuzione dei lavori prescritti delle cautele necessarie per garantire l'incolumità degli operai addetti nonché quella di terzi e tutti gli accorgimenti idonei ad evitare ai beni pubblici e privati eventuali danni.

La Ditta sarà responsabile di eventuali danni che, in relazione al servizio di cui alla presente gara, dovessero derivare a beni immobili e mobili, nonché a terze persone, dipendenti e/o visitatori ICTP e loro beni.

L'appalto verrà concesso sotto l'esatta osservanza di tutte le condizioni e norme stabilite nel presente documento di gara, che verranno accettati dalla Ditta senza eccezioni né riserve con la sottoscrizione del contratto.

Nell'accettare i servizi oggetto del presente capitolato la Ditta riconoscerà di aver valutato attentamente tutte le condizioni di esecuzione del servizio in oggetto e di essersi resa perfettamente e completamente conto della natura e tipologia del servizio richiesto.

La Ditta non potrà quindi eccepire, durante l'esecuzione del servizio in oggetto la mancata conoscenza di elementi non valutati.

Ogni errore e/o mancata o inesatta valutazione delle difficoltà relative al servizio da eseguire, in cui possa essere incorsa la Ditta nelle indagini e nelle valutazioni di cui sopra, non la esimerà dal rispettare gli impegni assunti con il presente Capitolato.

All'atto dell'eventuale aggiudicazione, a discrezione di ICTP, potranno venire richiesti tutti i documenti riguardanti il rispetto della normativa vigente in materia di sicurezza, condizioni di lavoro e certificazioni della manodopera e valutazione rischi.

11. SUBAPPALTO

E' consentito il subappalto. La Ditta, in sede di offerta, è tenuta a dichiarare se intende procedere al subappalto ad altra impresa di alcuni servizi oggetto dell'appalto (in misura non superiore al 40%), indicando

- ragione sociale della Ditta subappaltatrice
- quali servizi intende subappaltare
- referenze della Ditta proposta.

La Ditta è totalmente responsabile dello svolgimento di tutti i servizi previsti nel presente Capitolato e unico interlocutore dell'ICTP.

12. INVIO DELLE FATTURE E PAGAMENTI

Le fatture vanno intestate a International Centre for Theoretical Physics - Strada Costiera 11 34151 Trieste - CF 80033730328 e inviate in copia di cortesia all'indirizzo email finance@pec.ictp.it - con allegati relativi formulari di identificazione rifiuto a comprova della quantità di materiale portato in discarica. La fattura deve riportare le quantità in peso e i costi del materiale conferito. Fanno fede il peso riscontrato e calcolato secondo i criteri definiti al precedente punto 8.

Le fatture devono essere esenti IVA per importi superiori a Eur 300 ex art. 72 CC.

I pagamenti vengono autorizzati internamente a seguito di conferma di regolare esecuzione servizi da parte dell'addetto ICTP incaricato ai controlli e in seguito processati a mezzo bonifico bancario a 30 gg data fattura fine mese.

13. PENALITA'

Qualora la Ditta non adempia puntualmente all'obbligazione da lei assunta (i.e. effettuazione del servizio secondo le modalità e nei tempi previsti al punto 8), essa è obbligata a pagare a ICTP una penale pecuniaria, pattiziamente dovuto nel modo seguente:

- da 5 a 15 giorni lavorativi di ritardo: 1.0% al giorno dell'importo globale della commessa;
- da 15 a 25 giorni lavorativi di ritardo: 1.5% al giorno dell'importo globale della commessa.

Le parti fanno espressamente salva la risarcibilità dei danni ulteriori. E' fatta salva la facoltà di ICTP di risolvere il contratto ove il ritardo superi il termine di 30 giorni lavorativi.

14. RINVIO A FONTI NORMATIVE E FORO COMPETENTE

Per tutto quanto non espressamente previsto nel presente capitolato, e in tutti gli altri atti di gara, saranno applicate le norme del Codice Civile e tutte le disposizioni di legge in vigore, in quanto applicabili. Ogni controversia o rivendicazione che dovesse sorgere in relazione al Progetto, a meno che non venga trovata una soluzione amichevole tramite negoziazione diretta entro 60 (sessanta) giorni, dovrà essere sottoposta a un arbitrato in conformità con le norme UNCITRAL in vigore alla data in cui la disputa sorga. Il numero degli arbitri sarà tre (3) e la sede dell'arbitrato sarà Trieste. La lingua da usare nella procedura arbitrale sarà l'italiano e gli arbitri decideranno secondo la legge italiana.

15. MODALITA' DI PRESENTAZIONE DELL'OFFERTA

Le offerte possono essere inviate in lingua inglese e italiana e devono avere validità di 90 giorni.

Si chiede di inviare l'offerta a mezzo email certificata (PEC) all'indirizzo tenders@pec.ictp.it.

La mail contenente l'offerta dovrà essere inviata da una casella PEC e riportare il seguente oggetto: ITB WASTE/2021/22 - offerta *nome ditta*.

La documentazione costituente l'offerta dovrà essere contenuta in un unico file allegato con le seguenti caratteristiche:

- estensione del file: pdf
- dimensione massima del file: 15 MB
- firma del file: digitale (formato PADES) oppure scansione di un documento firmato in originale, con incluso il documento d'identità del firmatario

Documentazione minima da includere nel file di offerta:

1. ANNEX IV - offerta prezzo con indicati i tempi standard per esecuzione dei servizi;
2. ANNEX VI - referenze nell'esecuzione di servizi simili negli ultimi tre anni - con contatto diretto;
3. letteratura di presentazione della Ditta - con indicazione di quanto possa servire ad una valutazione generale delle capacità della Ditta di svolgere il servizio richiesto;
4. documento di iscrizione alla CCIAA (di data non anteriore ai 3 mesi);
5. eventuali certificazioni specifiche;
6. ANNEX V - una dichiarazione di presa in visione di tutte le circostanze afferenti al contratto, conferma di disporre di una struttura tecnico-organizzativa idonea a garantire un'efficiente gestione del servizio (tramite descrizione e illustrazione strutture) e disponibilità a iniziare i servizi sulla base della presente lettera di invito/capitolato/contratto.
7. documento di identità del firmatario dell'offerta.

16. TERMINE PER LA PRESENTAZIONE DELL'OFFERTA

Il termine perentorio per la presentazione delle offerte è fissato al giorno 30 ottobre 2021 ore 13:00. Le offerte ricevute dopo tale termine non verranno inoltrate all'Ufficio Acquisti e pertanto non saranno valutate.

17. AGGIUDICAZIONE DELL'APPALTO E STIPULA DEL CONTRATTO

L'aggiudicazione della gara verrà effettuata ad insindacabile giudizio di questa Amministrazione, sulla base dell'offerta economicamente più vantaggiosa per singolo CER (o loro raggruppamenti) previa la verifica dei requisiti generali e/o speciali specifici per questo appalto.

Questa Amministrazione si riserva il diritto di respingere alcuna o tutte le offerte ricevute e di negoziare separatamente con qualsiasi fonte, nel modo che riterrà necessario, nell'interesse dell'ICTP. Si riserva inoltre la facoltà di non appaltare o di posticipare l'aggiudicazione di parti o sezioni del Capitolato oggetto del presente bando, senza che ciò possa dar luogo a richiesta di compensi da parte della Ditta. ICTP non sarà inoltre tenuto a giustificare in alcun modo le motivazioni ed i criteri di valutazione che determineranno la scelta del contraente.

In seguito alla comunicazione di aggiudicazione della gara, l'ICTP emetterà un Long Term Agreement (bozza e condizioni allegati) in cui saranno specificati i servizi e le modalità di svolgimento del servizio. Seguirà per ogni singola presa un buono d'ordine che indicherà il quantitativo e dettaglio dei rifiuti da asportare. Tali documenti dovranno essere controfirmati dal legale rappresentante della Ditta per accettazione in toto delle condizioni e clausole ivi espresse.

18. ULTERIORI INFORMAZIONI

Per qualsiasi informazione relativa alla presente gara potete contattare l'Ufficio Acquisti all'indirizzo procure@ictp.it oppure telefonicamente ai numeri 040.2240664/635/533.

ANNEX VIII – General Terms and Conditions for Services

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNESCO. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNESCO.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance of its services under this Contract. The Contractor shall refrain from any action, which may adversely affect UNESCO and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO 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.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter-alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO; Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage;

8.3 The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNESCO against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, shall be in the same condition as when delivered to the

Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNESCO, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNESCO, or any abbreviation of the name of UNESCO in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force, which are beyond the control of the Parties. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNESCO, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNESCO shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

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 Contract 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 Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article 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 relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter alia*, that UNESCO, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

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

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers 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.

19.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers 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 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.

20.2 Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 23 above.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of this Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under this Contract, to report allegations of sexual exploitation and abuse arising in relation to this Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from https://www.ungm.org/Shared/KnowledgeCenter/Pages/PT_CC or [LINK](#)) provides the minimum standards expected of the UN Suppliers.

ANNEX IX – Special Contract Conditions

The following Special Conditions shall complement, supplement, or amend the General Terms and Conditions (Annex VIII). Whenever there is a conflict, the provisions herein shall prevail over those in the General Terms and Conditions.

<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply	Warranty/guarantee: If, within 12 months after the goods have been put into service, any defects are discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or by repair.
<input checked="" type="checkbox"/> Applies	<input type="checkbox"/> Does not apply	Liquidated damages: If the Supplier fails to supply the specified goods within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.35 percent of the original total contract price for each calendar day of delay until actual delivery, up to a maximum deduction of 10 percent of the purchase order price. Once the maximum is reached, the Purchaser may consider termination of the Purchase Order.
<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply	Performance Guarantee -Within 30 days of receipt of the UNESCO Contract, the successful Bidder shall furnish a Performance Security in the form of a Bank Guarantee to UNESCO in the amount of 10% of the Contract value. - The Performance Security shall be drawn in a form and from a bank acceptable to the Purchaser, and valid until a date 30 days from the end of the standard warranty period of 12 months or a date of Issue of a Satisfactory Certificate of Inspection and Testing by the procuring UN entity (if applicable). - The Security will be returned to the Supplier within 30 days of completion of the Purchase order, including any warranty obligation.
<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply	Related Service Contract: The special services for commissioning/installation and training of users will form an integral part of the Purchase Order/Contract.
<input type="checkbox"/> Applies	<input checked="" type="checkbox"/> Does not apply	Special Payment Conditions: The following special terms of payment shall apply (supplements the Clause 3 of the General Terms and Conditions) XX% of the Equipment will be paid within 30 days of receipt of the Supplier's invoice accompanied by the required supporting documents. XX% of the Equipment will be paid within 30 days of receipt of the Supplier's invoice accompanied by the required supporting documents and after provisional acceptance by the Consignee/Project. 100 % of the special services (installation/commissioning and user training) will be paid upon completion within 30 days upon receipt of the Supplier's invoice (please select)
Compliance with any other clause required?		
<input type="checkbox"/> Applies		<input checked="" type="checkbox"/> Does not apply

LTA N°:

(Please quote this reference in all correspondence and communications)

LONG TERM AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES (LTA)

THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

and Name

(hereinafter called 'the Contractor')

(hereinafter called 'UNESCO')

the headquarters of which are situated
in Paris

Address

Name of Sector/Division, Section,
Unit or Name of Field OfficeVendor
Number

WHEREAS UNESCO has launched a Request for Proposal (**RFP**) in order to enter into a Long-term Agreement (hereinafter called the Agreement) for the supply of _____ [to complete].

WHEREAS the Contractor demonstrated that it is qualified, ready and able to supply such Professional Services in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, UNESCO and the Contractor (hereinafter called the "Parties") hereby agree as follows:

Article 1 – Agreement Documents

1.1 The following documents shall be deemed to form and be fully filled in, read and be construed as integral part of this Agreement:

- (a) this Agreement (3 pages)
- (b) General Conditions of Contract for Professional Services – Annex I (3 pages)
- (c) Terms of Reference for Professional Services - Annex II (xx pages)
- (d) Price Schedule for Professional Services - Annex III (xx pages)
- (e) Contractor's offer [ref RFP/No dated XXXX], which document is not attached hereto but is known to and in possession of both parties.

1.2 These Agreement Documents are complementary to one another. In the event of any inconsistency, ambiguity or contradiction among them, they shall prevail in the order of their enumeration stated above.

Article 2 – Obligations of the Contractor

- 2.1 The Contractor shall provide, as and when required, the Professional Services listed in Annex II of this Agreement.
- 2.2 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Professional Services.
- 2.3 In the event of any advantageous gains in efficiency through the introduction of new approaches and/or downward pricing of the Professional Services specified in ANNEX II of this Agreement during the duration of the Agreement, the Contractor shall notify UNESCO immediately. UNESCO shall consider the impact of any such event and may request an amendment of the ANNEX II of this Agreement.
- 2.4 The Contractor represents and warrants the accuracy of any information or data provided to UNESCO for the purpose of entering into an Agreement, as well as the quality of deliverables and reports foreseen under this Agreement in accordance with the highest industry and professional standards.
- 2.5 Any requirement shall be made through issuance of a separate UNESCO Purchase Order (PO) or Contract for Services, setting out the quantity and details of Professional Services required, together with other instructions for the delivery. Each Purchase Order/Contract shall make a reference to this Agreement. UNESCO may change or cancel a Purchase Order/Contract provided that written notice is given to the Supplier within 3 (three) days from the time of receipt by the Supplier of the Contract.

Article 3 – Prices and payment

- 3.1 All prices are quoted in [specify currency] including delivery of Professional Services to UNESCO [specify place of delivery].
- 3.2 An original invoice shall be submitted by mail by the Contractor for each Purchase Order/Contract instalment separately. Payment will be made on satisfactory fulfilment of contract conditions and delivery of the Professional Services required, unless otherwise provided in the Purchase Order/Contract, within 30 days of receipt of the invoice and payment claim.
- 3.3 Prices shall be set in accordance with the rates outlined in Annex III. They remain valid for a period of [xx] years after the entry into force of this Agreement.
- 3.4 Payments effected shall be deemed neither to relieve the Contractor of its obligations nor acceptance by UNESCO of the Contractor's performance of the related Professional Services.

Article 4 - Special conditions

- 4.1 UNESCO does not warrant that it will purchase any quantity of the Professional Services specified in ANNEX II of this Agreement during the period specified in paragraph 7.2.

- 4.2 By signing this Agreement, the Supplier agrees that UNESCO is free to share this Agreement with other UN Agencies for their use in direct contracting.

Article 5 - Delivery Terms and Time

- 5.1 Services supplied under this Agreement shall be delivered in accordance with the terms and conditions of this Agreement and as indicated in each subsequent Purchase Order (PO)/ Contract for professional services.

Article 6 - General Terms and Conditions

- 6.1 This Agreement and the subsequent Purchase Order(s)/ Contract(s) for professional services issued under this Agreement are subject to General Conditions of Contract for Professional Services, attached hereto as Annex I.

Article 7 - Entry into Force and Period of the Agreement

- 7.1 This Agreement supersedes all prior oral or written Agreements, if any, between the Parties and constitutes the entire Agreement between the Parties with respect to the supply of Professional Services hereunder.
- 7.2 This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force for a period of **[specify no of years - initial period of one or two years]**. It may be extended by mutual written agreement of the Parties and satisfactory performance of the Contractor for a maximum total period of four years, unless terminated in accordance with Article 15 of the General Conditions.

Article 8 - Notices

- 8.1 Unless specified otherwise in this Agreement, all notices and other communication required or contemplated under this Agreement shall be in writing and in English or French language and shall be delivered by either (i) personal delivery; (ii) recognized courier service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile or e-mail transmission, addressed to the Party to whom intended at the address shown below.
- 8.2 Notice by certified mail or recognized courier service shall be effective on the date it is officially recorded as delivered to, or receipt refused by, the intended recipient. All other notices and communication required or contemplated by this Agreement delivered in person, by facsimile or by confirmed e-mail shall be deemed to have been delivered to and received by the address and shall be effective on the date of actual receipt.

Article 9 - Amendments

- 9.1 No amendment to this Agreement or waiver of any of its provisions shall be valid unless approved in writing by the duly authorized representatives of the Parties.
- 9.2 This Agreement is issued in two originals and shall enter into force upon the signatures by both parties and receipt of one signed original by UNESCO.

Signed on behalf of “UNESCO”:

Authorised Signature

Date:

Signed on behalf of the “CONTRACTOR”:

Authorised Signature

Date:

Annex I: General Conditions of Contract for Professional Services

Annex II: Terms of Reference

Annex III: Price Schedule

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