



REQUEST FOR QUOTATION (RFQ) / RICHIESTA DI OFFERTA

RIFERIMENTO ICTP	24/11/RFQ/DONORS'_WALL
SCADENZA PRESENTAZIONE OFFERTE	10 APRILE 2024 ORE 13:00
TOTALE NR. DI PAGINE	12 pp. (modulo di gara, T&Cs, capitolato, planimetria) + disegno tecnico
RIFERIMENTO UFFICIO ACQUISTI	procure@ictp.it / 040.2240664 - 635 - 533
RIFERIMENTO TECNICO	Ing. Marko Ratoša: ratosa@ictp.it / 040.2240408

CON LA PRESENTE SIETE INVITATI ALLA PRESENTAZIONE DELLA VS. MIGLIORE OFFERTA A MEZZO E-MAIL A QUESTO CENTRO PER LA FORNITURA E INSTALLAZIONE DI UNA PARETE "DONORS' WALL" COME DA IMMAGINI E SPECIFICHE DETTAGLIATE NEL DISEGNO TECNICO. LA STRUTTURA DOVRA' ESSERE COMPLETATA E INSTALLATA ENTRO SETTEMBRE 2024. I LAVORI POSSONO ESSERE SUBAPPALTATI.
E' POSSIBILE EFFETTUARE IL SOPRALLUOGO O FISSARE UN COLLOQUIO DA REMOTO CON IL REFERENTE TECNICO PRENDENDO APPUNTAMENTO VIA MAIL A PROCURE@ICTP.IT.

SI PREGA DI COMPILARE LA SEGUENTE TABELLA

#	Descrizione	Quantità	U.M.	Prezzo unitario	Prezzo totale
1	DONORS' WALL - COSTO PER FORNITURA E INSTALLAZIONE PRESSO ATRIO SEDE PRINCIPALE ICTP STRADA COSTIERA 11, TRIESTE - CHIAVI IN MANO	1	a corpo.		
PREZZO TOTALE FRANCO NS. SEDE – ESENTE IVA EX ART. 72 CC					

CONDIZIONI UNESCO / ICTP

CONDIZIONI GENERALI	SI APPLICANO LE CONDIZIONI GENERALI UNESCO (ALLEGATE) CHE SI RITENGONO ACCETTATE CON L'INVIO DELL'OFFERTA
TERMINI DI PAGAMENTO	30 GIORNI DATA FATTURA FINE MESE
MODALITA' DI CONSEGNA (INCOTERMS 2020)	DAP ICTP, Leonardo building - Strada Costiera 11, 34151 Trieste

SI PREGA SPECIFICARE

TEMPI DI CONSEGNA DALLA DATA DELL'ORDINE	specificare
GARANZIA	specificare durata e modalità di applicazione
VALIDITA' DELL'OFFERTA (MIN 30 GG)	specificare

DOCUMENTI / ALLEGATI RICHIESTI

1. QUESTO MODULO RFQ COMPILATO E FIRMATO CON LA VS. MIGLIORE OFFERTA, FIRMATO DAL LEGALE RAPPRESENTANTE DELLA DITTA PARTECIPANTE PER ACCETTAZIONE DI TUTTE LE CONDIZIONI IVI CONTENUTE
2. PRESENTAZIONE DITTA (visura camerale di data non precedente a 6 mesi)
3. REFERENZE DI LAVORI GIA' SVOLTI NEGLI ULTIMI 7 ANNI
4. ELENCO DITTE IN SUBAPPALTO

SI PREGA DI INVIARE LA VOSTRA MIGLIORE OFFERTA ALL'INDIRIZZO
procure@pec.ictp.it con oggetto **24/11/RFQ/DONORS'_WALL** - offerta
(In un unico file che non dovrà superare la dimensione di 10 Mb)
ENTRO la scadenza sopra indicata

FOR UNESCO	BIDDER'S ACCEPTANCE - UNESCO CONDITIONS AS STATED ABOVE ARE HEREWITH ACCEPTED
NAME Shaun Antony Kennedy	NAME <input type="text"/>
TITLE Approving Officer	TITLE <input type="text"/>
STAMP AND SIGNATURE	STAMP AND SIGNATURE <input type="text"/>
DATE 19/03/24	DATE <input type="text"/>

ALLEGATO I

UNESCO General Terms and Conditions for Goods and Related Services

1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Contractor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract 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 Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind UNESCO unless agreed to in writing by its duly authorized official.

2. GOODS AND SERVICES DEFINED

Goods are hereinafter deemed to include, without limitation, equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Contractor is required to supply under this Contract. Services are hereinafter deemed to include services ancillary to the supply of the goods including, without limitation, installation, training, transportation and such other obligations as required under this Order.

3. PAYMENT

UNESCO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract. Payment by UNESCO does not imply acceptance of goods nor of any related work or services under this Contract.

4. TAX EXEMPTION

Section 7 of the Convention on Privileges and Immunities of the Specialized Agencies provides, inter alia, that UNESCO and its subsidiary organs are exempt from all direct taxes and are exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes or duties charged to UNESCO by the Contractor. Payment of such adjusted amount shall constitute full payment by UNESCO. In the event any taxing authority refuses to recognize the UNESCO exemption from such taxes or duties, the Contractor shall immediately consult with UNESCO.

5. TRADE TERMS

Whenever an INCOTERM is used in this Contract it shall be interpreted in accordance with the INCOTERMS 2000.

6. EXPORT LICENSES

The Contractor shall obtain any export license(s) required for the goods.

7. INSPECTION AND ACCEPTANCE

All goods shall be subject to inspection and testing by UNESCO or its designated representative, to the extent practicable, at all times and places, including the period of manufacture and, in any event, prior to final acceptance by UNESCO. If any inspection or test is made on the premises of Contractor or its supplier, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of the Contractor or its supplier shall be performed in such a manner as not to unduly delay or disrupt the ordinary business activities of the Contractor or supplier. Final acceptance or rejection of the goods shall be made as soon as practicable after delivery, but failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for non-conforming goods nor impose liabilities on UNESCO therefore. The Contractor shall provide and maintain an inspection, quality, and manufacturing process control system covering the goods which is acceptable to UNESCO. Records of all inspection work by Contractor shall be kept complete and made available to UNESCO during the performance pursuant to this Contract and for twenty four (24) months thereafter or for such other period as may be specified in this Contract. Copies of all material certifications and test results are to be submitted to UNESCO upon request.

8. FITNESS OF GOODS INCLUDING PACKAGING Contractor warrants that the goods conform to the specifications and are fit for the purposes for which such goods are ordinarily used, as well as for purposes, in locations and under circumstances made known to the Contractor by UNESCO. Contractor warrants that the goods are new, of current manufacture and free from defects in design, workmanship and materials. The Contractor also warrants that the goods are securely contained, packaged and marked, taking into consideration and the mode(s) of shipment, in a manner so as to protect the goods during delivery to their ultimate destination. Unless a longer period is specified in this Contract, the Contractor warrants and certifies that it will repair or replace without expense to UNESCO or its clients any goods or components which prove to be defective in design, material, or workmanship within a period of one (1) year from the date such goods are placed in use.

9. AFTER SALES SERVICE

The Contractor shall maintain or provide a service organization reasonably constituted to handle requests from UNESCO or its clients for technical assistance, maintenance, service, repairs and overhaul of the goods.

10. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expenses UNESCO, its personnel and its clients from and against all suits, claims, demands, and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or its personnel or others responsible to the Contractor in the performance pursuant to this Contract.

11. PATENT INDEMNIFICATION

Contractor shall defend at its own expenses any suit or proceeding brought against UNESCO or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against UNESCO or its clients. In case use of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of UNESCO or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of UNESCO, remove said goods and refund the purchase price, including transportation and installation costs.

12. FIRE AND EXTENDED COVERAGE INSURANCE

At all times prior to delivery, the Contractor shall effect and maintain continuous fire, hazard and extended coverage insurance upon any goods subject to this Contract in an amount equal to the sound insurable value of such goods and labour incorporated therein with loss payable to the Contractor and UNESCO as their interests may appear.

13. VARIATION IN QUANTITIES

The quantities specified in this Contract must not be exceeded or decreased without the prior written authorization of UNESCO.

14. CHANGES

UNESCO may at any time by written instruction make changes within the general scope of this Contract. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Contractor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change; providing, however, that UNESCO may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Clause 22. However, nothing in this Clause shall excuse the Contractor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against UNESCO unless it is in writing and signed by a duly authorized representative of UNESCO.

15. TERMINATION FOR CONVENIENCE

UNESCO may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the Contractor shall take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination. In the event of Termination for Convenience, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed prior to termination, for expenses necessary for the prompt and orderly termination of the work and for the cost of such necessary work as UNESCO may request the Contractor to complete. To the extent that the computation of such payment due from UNESCO may not make the Contractor whole in respect of termination under this provision, the Contractor may claim an equitable adjustment in accordance with the procedures for equitable adjustment referred to in Clause 14 above.

16. REMEDIES FOR DEFAULT

In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNESCO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNESCO may hold the Contractor responsible for any excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

17. LIQUIDATED DAMAGES FOR DELAY

Subject to Clause 18, if the Contractor fails to deliver all or part of the goods or perform any of the services within the time period specified in the Contract, UNESCO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 0.5% of the price of such goods or unperformed services for each week of delay (or part thereof), up to a period of 8 weeks.

18. FORCE MAJEURE

Notwithstanding the provisions of Clauses 16 and 17, the Contractor shall not be liable for default or liquidated damages, to the extent that its failure to perform its obligations under this Contract is the result of an event of Force Majeure. For purposes of this Contract, Force Majeure is defined as an event beyond the control of the Contractor; not involving the Contractor's fault or negligence and not foreseeable and includes acts of God, natural disasters, war (whether or not declared) and other events of a similar nature or force.

19. SOURCE OF INSTRUCTION

The Contractor shall neither seek nor accept instructions from any authority external to UNESCO in connection with the performance pursuant to this Contract. The Contractor shall refrain from any action which may adversely affect UNESCO.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO or any Government has received or will be offered by the Contractor any direct or indirect benefit of any kind, or any gift, payment or other consideration in connection with or arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is breach of an essential term of this Contract.

21. USE OF NAME EMBLEM OR OFFICIAL SEAL UNESCO

Unless authorized in writing, the Contractor shall not advertise or otherwise make public the fact that it is performing, or has performed, services for UNESCO or use the name (or any abbreviation thereof), emblem or official seal of UNESCO for advertising or for any other purpose.

22. ASSIGNMENT AND INSOLVENCY

The Contractor shall not, except after obtaining the prior written approval of UNESCO, assign, transfer, pledge or make other disposition of this Contract or any part hereof or any of the Contractor's rights or obligations under this Contract. Should the Contractor become insolvent or should control of the Contractor change by the virtue of insolvency, UNESCO may, without prejudice to any other right or remedy, terminate this Contract by giving the Contractor written notice of such termination.

23. CHILD LABOUR

The Contractor 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 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.

24. MINES

The Contractor 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 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.

25. ARBITRATION

Any controversy or claim arising out of or in connection with any provision of this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules in force at the date of this Contract. UNESCO and the Contractor shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

26. CONCILIATION

Where, in the course of such direct negotiation referred to in Clause 25 above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

27. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNESCO.

28. 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 28 above.

29. 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.

30. 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.

31. 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.

32. 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) provides the minimum standards expected of the UN Suppliers.

33. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract 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.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy.

The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

34. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

After termination of this Contract, unless otherwise agreed between the Parties in writing, the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of those Personal Data. The Partner shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

ALLEGATO II

CAPITOLATO DI GARA

PREMESSA

Il Centro Internazionale di Fisica Teorica (International Centre for Theoretical Physics - ICTP) è un Istituto scientifico internazionale afferente alle Nazioni Unite, Istituto di categoria 1 dell' UNESCO.

L'ICTP svolge attività di ricerca e divulgazione scientifica ed oltre allo staff residente ospita studenti e 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.

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

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 E DURATA DELL'APPALTO

Oggetto della presente gara è la fornitura e installazione di una struttura come da disegni e rendering allegati chiamata "Donors' Wall". Il punto di consegna è individuato presso l'edificio principale denominato "Leonardo" di Strada Costiera 11, al piano strada. La consegna dovrà essere effettuata entro settembre 2024. E' possibile subappaltare i lavori.

3. DESCRIZIONE

Il concetto di parete prevede una lavagna nera curva, tagliata in quadrati. Ognuno di essi può essere rimosso e sostituito con mattoni di vetro, per mostrare le informazioni sui donatori.

Fasi di costruzione: Costruzione del basamento con travi e colonne in acciaio a profilo quadrato da 150x150x10 mm; la costruzione del basamento è avvitata su due colonne di cemento esistenti. La griglia in acciaio di 15x15 cm è fissata alla struttura di base. Sulla costruzione vengono applicati pezzi di lavagna che possono essere sostituiti.

Pannelli di legno in truciolo. Un lato con lavagna incollata. È richiesto un campione. Pannelli di tre dimensioni (45x45, 30x30, 15x15 cm). Pannelli da scambiare con mattoni acrilici in tre colori, ma delle stesse tre dimensioni. Le lavagne e i mattoni di vetro sono fissati tramite magneti su tutti e quattro gli angoli sul retro. Sono fissati su una struttura in acciaio a griglia.

4. PREZZI

L'offerta deve includere tutti gli oneri per la fornitura descritta e deve rimanere invariata per tutta la durata del contratto.

Eventuali costi aggiuntivi non prevedibili al momento della redazione dell'offerta - ma che si rendessero necessari e indifferibili al fine di completare la fornitura - dovranno essere preventivamente sottoposti per iscritto e autorizzati dal Responsabile ICTP. L'ICTP si riserva di non accettare costi aggiuntivi non giustificati o preventivamente autorizzati.

Tutti i prezzi si intendono franco ns. sede esente IVA ex art. 72 C.C. - come da dichiarazione che verrà fornita al momento dell'ordine.

5. CRITERIO DI AGGIUDICAZIONE

L'appalto verrà aggiudicato alla Ditta che presenterà l'offerta economicamente più vantaggiosa e che avrà soddisfatto tutti i requisiti minimi obbligatori indicati nel presente capitolato.

6. DURATA DEL SERVIZIO/CONTRATTO

La presente gara è finalizzata alla stipula di un buono d'ordine / Purchase Order (PO).

7. REQUISITI DI PARTECIPAZIONE

Per poter partecipare alla gara, le Ditte devono dimostrare di possedere i seguenti requisiti minimi obbligatori specifici per ciascun lotto per il quale partecipano:

1. Abilitazione/idoneità all'esercizio dell'attività professionale, inclusi i requisiti di idoneità tecnico professionale 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.

8. VERIFICHE E CONTROLLI

Questo Centro procede alla verifica di conformità dei beni nell'ambito dell'appalto oggetto del presente capitolato.

Le attività di verifica sono dirette a certificare che le prestazioni contrattuali siano state eseguite a regola d'arte sotto il profilo tecnico e funzionale, in conformità e nel rispetto delle condizioni, modalità, termini e prescrizioni del contratto, nonché nel rispetto delle eventuali leggi di settore.

9. CONDIZIONI

Nell'accettare i servizi oggetto del presente capitolato la Ditta riconoscerà di aver valutato attentamente tutte le condizioni di fornitura 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 contratto la mancata conoscenza di elementi non valutati.

Ogni errore e/o mancata o inesatta valutazione delle difficoltà relative ai beni da fornire, 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.

10. INVIO DELLE FATTURE E PAGAMENTI

La Ditta invierà fattura all'indirizzo email finance@pec.ictp.it. Le fatture dovranno essere esenti IVA per importi superiori a Eur 300 ex art. 72 CC.

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

11. PENALITA'

Qualora la Ditta non adempia puntualmente all'obbligazione da lei assunta (i.e. effettuazione della fornitura e del servizio secondo le modalità e nei tempi previsti), ICTP si riserva di risolvere il contratto con effetto immediato.

12. 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.

13. AGGIUDICAZIONE DELL'APPALTO E STIPULA DEL CONTRATTO

L'aggiudicazione della gara verrà effettuata ad insindacabile giudizio di questa Amministrazione, sulla base dell'offerta più vantaggiosa e 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.

14. 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.

ALLEGATO III

RENDERING

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02



03



04



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