

## REQUEST FOR PROPOSAL – RFP Services

**Ref: RFP-UA-24-11**

(Please quote this UNESCO reference in all correspondence)

28 November 2024

Dear Sir/Madam,

You are invited to submit an offer for the **development of a comprehensive Conservation Project for the Odesa House of Scientists, Str. Sabaneiv Myst, 4, Odesa, Ukraine**, in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I	<a href="#">Instructions to Offerors</a>
Annex II	<a href="#">General Conditions of Contract</a>
Annex III	<a href="#">Terms of Reference (TOR)</a>
Annex IV	<a href="#">Proposal Submission Form</a>
Annex V	<a href="#">Price Schedule Form</a>
Annex VI	<a href="#">Vendor Information Form</a>

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than 19 December 2024 at 18.00 Kyiv local time**.

Your offer comprising of a technical proposal and a financial proposal, should be submitted electronically in strict adherence to the submission procedure detailed in **Annex I/Section D** and should be submitted no later than the date and time specified below.

<p>UNESCO Culture Sector, Desk in Ukraine <b>ELECTRONIC SUBMISSION</b> <a href="mailto:ukraine.desk@unesco.org">ukraine.desk@unesco.org</a></p> <p>Without any copy to any other email addresses. Proposals copied to other email accounts will be disqualified. Maximum 10MB per email.</p> <p>UNESCO Reference: <b>RFP-UA-24-11</b> (to be indicated in email subject) "Development of a comprehensive Conservation Project – House of Scientists"</p> <p>Closing Date and Time: <b>19 December 2024 – 18:00</b> (Kyiv local time)</p>
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This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact:

- Stefanie Grüssinger ([s.grussinger@unesco.org](mailto:s.grussinger@unesco.org)) (technical aspects) /
- Oleksandr Deineko ([o.deineko@unesco.org](mailto:o.deineko@unesco.org)) (administrative & financial aspects)



Chiara Dezzi Bardeschi  
Head of the UNESCO Desk in Ukraine

## ANNEX I – Instructions to Offerors

*These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.*

### A. INTRODUCTION

#### 1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

#### 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 UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

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

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”:

- “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 Proposal**

The Offeror shall bear all costs associated with the preparation and submission of the Proposal and 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. Contents of Solicitation Documents**

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror 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 Offeror's risk and may affect the evaluation of the Proposal.

#### **6. Clarification of Solicitation Documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than **one week prior to the deadline for the submission of Proposals**. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

#### **7. Amendments of Solicitation Documents**

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors 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 Proposals.

### **C. PREPARATION OF PROPOSALS**

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

## 8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in **English**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

## 9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

## 10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

### 10.1. Description of the firm/institution and its qualifications

#### (a) Management Structure

This Section should provide corporate orientation to include entity/firm's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The entity/firm should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

#### (b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

### 10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

### 10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications and relevant pertinent certifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

**11. Price Proposal**

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

**12. Proposal currencies**

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in US dollars.

**13. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

**14. Format and signing of proposals**

The Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorized. A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initiated by the person or persons signing the Proposal.

**15. Payment**

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

**D. SUBMISSION OF PROPOSALS****16. Electronic submission**

The Offeror shall submit electronically the SIGNED proposal submission form, technical proposal, and financial proposal in **two separate files.**

**SUBJECT EMAIL:** RFP-UA-24-8 (Conservation\_Project [YOUR COMPANY NAME])

**NAME OF PDF FILES:**

- 1) RFP-UA-24-8\_Technical Proposal\_Conservation\_Project [YOUR COMPANY NAME]
- 2) RFP-UA-24-8\_Financial Proposal\_Conservation\_Project\_ [YOUR COMPANY NAME]

**Please send your technical and financial offer to [ukraine.desk@unesco.org](mailto:ukraine.desk@unesco.org). Proposals copied to other email accounts than [ukraine.desk@unesco.org](mailto:ukraine.desk@unesco.org) will be disqualified.**

**FILE FORMAT:** Pdf

**SECURITY:** No file password

**SUBMISSION EMAIL:** To be submitted only to: [ukraine.desk@unesco.org](mailto:ukraine.desk@unesco.org)

**17. Deadline for submission of proposals**

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

### **18. Late Proposals**

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

### **19. Modification and withdrawal of Proposals**

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

## **E. OPENING AND EVALUATION OF PROPOSALS**

### **20. Opening of proposals**

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

### **21. Clarification of proposals**

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

### **22. Preliminary examination**

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

### **23. Evaluation and comparison of proposals**

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. **The contract will be awarded to the offeror that receives the combined highest score out of a pre-determined set of weighted technical and financial criteria as specified below.**

**Technical Proposal Evaluation Form**

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting the Proposal	200			
2.	Proposed Methodology and Work Plan	300			
3.	Personnel	200			
<b>Sub-total for Technical Evaluation</b>		<b>700</b>			

**Financial Proposal Evaluation Form**

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
<b>Sub-total for Financial Evaluation</b>		<b>300</b>			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: [Amount of points =  $\frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}$ ]

An example:

- Offeror A – lowest price ranked as 1<sup>st</sup> in the amount of USD 10,000 = a
  - Offeror B – second lowest price ranked as 2<sup>nd</sup> in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula:  $a/b \times 300$  i.e.  $10,000/15,000 \times 300 = 200$  points)

**Combined Technical and Financial Evaluation Form**

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
<b>Total 1000</b>						

**F. AWARD OF CONTRACT**

**24. Award criteria, award of contract**

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

**25. Purchaser's right to vary requirements at time of award and to negotiate**

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

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



## ANNEX II – General Terms and Conditions for Professional 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 or the United Nations 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. 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 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;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage<sup>8.4</sup> 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 OR THE UN

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

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 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.

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.

**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 United Nations provides, *inter-alia*, that UNESCO, 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 the 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 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.

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.

**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/sc/suborg/en/sanctions/un-sc-consolidated-list>.

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

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

## 26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the 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 the 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 the 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 the 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 the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

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

## 27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

## 28. 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.

Unless otherwise agreed between the Parties in writing, after termination of this Contract 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 that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

## ANNEX III – Terms of Reference (TOR)

### 1. BACKGROUND AND JUSTIFICATION:

Since the full-scale invasion of Ukraine on 24 February 2022, UNESCO has been assisting Ukrainian institutions in the field of culture and cultural heritage protection and safeguarding. The war has a critical impact on the culture sector at large. The repeated attacks have directly and indirectly impacted or put at risk a consistent part of cultural properties, including the historic urban fabric of cities throughout Ukraine and the continuous attacks are increasing the vulnerability of cultural and historic buildings. As of 30 October 2024, there are 462 cultural sites that have been verified as damaged (143 religious sites, 236 buildings of historical and/or artistic interest, 32 museums, 33 monuments, 17 libraries, 1 archive). The repeated attacks on Odesa have particularly endangered the city's historic urban fabric, intensifying since July 2023, and exacerbating the vulnerability of its historic buildings.

The Odesa House of Scientists, located at Str. Sabaneiv Myst, 4, within the World Heritage property also inscribed on the World Heritage List in Danger 'The Historic Centre of Odesa', is one such building that has suffered significant damage. This two-story historical building is renowned for its artistic, historical, and cultural value, featuring authentic decorations and unique museum exhibits that have been preserved through several reconstructions. As described in the nomination dossier<sup>1</sup> of the property (2023), it was built and rebuilt between 1830 and 1897 and is believed to have been designed by the architect G. Torricelli.

On the night of 23 July 2023, a missile strike severely damaged the property, impacting the garden, the retaining wall of the Tolstoy estate, and causing notable damage to its structures and decorative components. A UNESCO International Expert Mission to Assess Damage to Cultural and Religious Sites in Odesa (from 29 July to 1 August 2023 and from 28 August to 10 September 2023), identified extensive damage to the building's architectural and decorative elements, including the eastern facade, interior components, doors and windows of the eastern and southern facades, and the skylight lantern at the art gallery. Structural damage was also noted including structural cracks in the northeastern and southeastern corners, within ventilation ducts, and deformations in the roof structures.

#### Key Technical Details of the Building:

- Built-up area: 843 m<sup>2</sup>
- Total building area: 2,755 m<sup>2</sup>
- Building volume: 12,843 m<sup>3</sup>
- Year of construction: 1830 (with significant modifications in 1890)
- Number of floors: 2 (plus basement) with sections reaching 3 stories
- Fire resistance class: III

### 2. OBJECTIVE:

Within the framework of the project "Preserving cultural heritage in Ukraine: Reinforcing monitoring, emergency response and preparedness at damaged cultural and natural heritage sites in Ukraine, including the World Heritage property 'The Historic Centre of Odesa'", financed by the Government of Japan, the contractor shall develop a comprehensive conservation project for the Odesa House of Scientists, aimed at guiding the preservation and restoration of this historic building, in full compliance with the provisions of the World Heritage Convention and its [Operational Guidelines](#) for the Implementation of the World Heritage Convention<sup>2</sup>. The project will ensure that all interventions prioritize the respect for the building's authenticity, adhere to international conservation standards, and take due account of its location within the World Heritage property 'The Historic Centre of Odesa' and the relevant decisions of the World Heritage Committee. ([18 EXT.COM 5.2](#) and [46COM 7A.6](#)). The Conservation

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<sup>1</sup> Available at <https://whc.unesco.org/document/196047> as well as ICOMOS evaluation at <https://whc.unesco.org/document/198692>.

<sup>2</sup> Available at <https://whc.unesco.org/en/guidelines/>.

Project shall aim to guide the overall preservation, starting from the required cleaning, stabilization, consolidation, and conservation, as well as the future restoration of the Odesa House of Scientists. This plan will thus address immediate emergency interventions while laying out strategies for long-term conservation, ensuring that the building's heritage values are protected against ongoing threats and future risks.

### 3. SCOPE OF WORK:

In line with the above background and the overall objective, under the direct supervision of the UNESCO Desk in Ukraine, the contractor shall perform the following tasks including, but not limited to:

#### 1. Assessment of Significance and Heritage Values:

- **Historical and Cultural Significance Report:** Conduct thorough research to document the historical, architectural, and cultural significance of the Odesa House of Scientists, including its contribution to the Outstanding Universal Value (OUV) of the World Heritage property as defined in the Statement of Outstanding Universal Value as adopted by the World Heritage Committee<sup>3</sup>.
- **Significance Assessment:** Evaluate the heritage values of the building, identifying elements that are critical to its authenticity and integrity.

#### 2. Condition Assessment and Documentation:

- **Comprehensive Condition Survey:** Perform a detailed survey of the building's current condition, including structural, architectural, and material assessments. Utilize non-destructive testing (NDT) and other diagnostic methods to identify vulnerabilities and deterioration. A stratigraphic analysis of multilayered surfaces is also desirable. The condition survey shall also entail a thorough knowledge of the specific features of the site (environmental, and microclimatic conditions) not only influencing the building conditions but its environment. *UNESCO will put at disposal a 3D laser scanned architectural model of the building, realized based data capturing/treatment of August 2023.*
- **Mapping and Documentation:** Document the findings with high-resolution photography, drawings, and digital mapping of damage and conditions, ensuring all data is accurately recorded for future reference.

#### 3. Conservation Objectives and Strategy Development:

- **Establishment of Conservation Objectives:** Define clear conservation objectives that prioritize the preservation of the building's authenticity, OUV, its historical significance, and its material integrity.
- **Conservation Strategy:** The diagnostic results shall allow for the setup of adequate guidelines for the different conservation phases - cleaning, consolidation, gluing, sealing and re-jointing, protection, etc. Develop the strategic approach that outlines the most suitable and compatible methods of intervention, including stabilization, preservation, integrations of lost parts and - as relevant - restoration. Strategies should align with the UNESCO guidelines and international charters standards.

#### 4. Risk Assessment and Mitigation Planning:

- **Risk Analysis:** Identify current and potential future risks to the building, including environmental, structural, and human-induced threats.
- **Mitigation Strategies:** Propose measures to mitigate identified risks, focusing on protecting the building's and its plot's heritage values while ensuring its structural stability.

#### 5. Defining Conservation Interventions:

- **Structural Repairs:** Identify key areas of structural vulnerability and outline interventions for stabilization, consolidation and reinforcement. Recommend using approaches that are compatible with historical material and construction techniques and prioritize minimal

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<sup>3</sup> <https://whc.unesco.org/en/decisions/8048> .

intervention to preserve the maximum of the building's existing original fabric. Interventions shall always be distinguishable from the original parts.

- **Architectural Conservation:** Describe interventions required for the conservation of facades and architectural elements, focusing on the preservation of authentic materials, including historic plasters and techniques. Highlight most critical areas that require specific interventions, and suggest compatible methods and materials that maintain the historical and architectural integrity of the building's exterior. This shall include the conservation and restoration of interior wall mouldings and ceilings and historic plasters.
- **Interior Conservation (handled by the National Restoration Center):** The National Restoration Center will conduct the study on the interior historic surfaces' conservation, including assessments and recommendations for preserving significant interior decorative finishes such as paper-based wallpapers, wooden ornaments and carvings on wooden doors paintings, tapestries.. The consultancy team must integrate the findings and outcomes provided by the National Restoration Center into their conservation study, ensuring all details align with the building's historical character and verifying compatibility across all proposed conservation strategies and documentation.
- **Phased Approach to Implementation:**
  - **Prioritization of Interventions:** Suggest a phased approach to implementing conservation interventions, prioritizing actions based on urgency and significance to the building's preservation. This approach should balance immediate needs with long-term conservation goals. A pilot fieldwork can be proposed, for developing and conducting a reliable evaluation of the treatment materials and methodologies on site (treatment's efficacy and durability).
  - **Integration with Detailed Designs:** Indicate that these strategic guidelines will inform the development of detailed designs in the following phase (item 10.), such as during the preparation of tender documents. The conservation plan provides the foundational framework, with the understanding that specific technical details will be developed later as outlined in item 10.

#### 6. Management and Maintenance Plan:

- **Maintenance Strategy:** Develop a long-term maintenance plan, including routine inspections, preventive measures, and schedules for ongoing care.
- **Monitoring Framework:** Establish a framework for monitoring the building's condition post-intervention, with indicators for early detection of new issues.

#### 7. Stakeholder Engagement and Public Consultation:

- **Stakeholder Mapping:** Identify key stakeholders, including local authorities, heritage bodies, community groups, and experts, to involve in the conservation planning process.
- **Consultation Workshops:** Conduct workshops and consultations to gather input, ensure community engagement, and align conservation efforts with local and national priorities.

#### 8. Final Conservation Plan Documentation:

- **Comprehensive Report:** Compile all findings, assessments, designs, and strategies into a detailed conservation plan document.
- **Explanatory Note:** Include an explanatory note that outlines the rationale behind each conservation strategy and intervention, emphasizing the commitment to preserving the building's authenticity and cultural significance.

#### 9. Presentation and Review:

- **Presentation of Findings:** Present the conservation plan to stakeholders, including UNESCO representatives, local authorities, and the community, for review and feedback.
- **Final Adjustments:** Incorporate feedback and finalize the conservation plan for implementation, including the feedback that will be provided by ICOMOS technical review<sup>4</sup>.

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<sup>4</sup> As the building is located within the World Heritage Property, according to the Operational Guidelines The Operational Guidelines for the Implementation of the World Heritage Convention (2023), the final documentation shall be submitted by UNESCO for Technical Review by ICOMOS, in its capacity of Advisory Body to the World Heritage Committee, in order to ensure compliance of the proposal for conservation

**10. Preparation of Detailed Design and Tender Documentation:**

- **Development of Detailed Designs and Technical Specifications:** Based on the conservation strategies and guidelines established in the conservation plan, prepare detailed architectural, structural, and material intervention designs. These designs should align with the initial recommendations and comply with international conservation standards.
  - **Structural and Stabilization Designs:** Create precise drawings and technical specifications for structural repairs, consolidation, and reinforcement measures. All designs should prioritize compatibility with original materials and techniques and OUV while ensuring minimal intervention.
  - **Architectural and Interior Conservation Details:** Develop detailed intervention designs for architectural features, facades and interiors, including specifications for material treatments, decorative elements, and historic finishes. Detail methods and materials that ensure authenticity and respect the original craftsmanship.
- **Preparation of Tender Documents:** Compile a complete set of tender documents for contractors who will carry out the conservation works, ensuring alignment with the conservation plan's objectives and compliance with regulatory standards.
  - **Bill of Quantities (BoQ):** Prepare a comprehensive, itemized Bill of Quantities, detailing all materials, labor, and costs associated with the planned interventions.
  - **Technical Specifications:** Prepare a comprehensive technical specifications document covering all the divisions and items outlined in the BoQ, explaining to the contractor the specifications of the materials, tools and equipment to be used for each task.
  - **Method Statements and Work Schedules:** Develop method statements for each major task, specifying execution procedures, materials, and techniques. Include a work schedule that aligns with the phased approach outlined in the conservation plan.
  - **Compliance and Quality Control Requirements:** Outline standards for quality control, compliance with heritage conservation guidelines, and performance criteria. Include clear instructions for on-site supervision, quality assurance, and documentation requirements.
- **Integration of Conservation Standards in Tender Requirements:** Ensure all tender documents specify adherence to international conservation standards for World Heritage Sites and local heritage regulations, emphasizing the need for minimal intervention, reversibility, and compatibility with historic materials.

**4. ACTIVITIES:**

The afore-set staggered steps shall be achieved through the following:

**1. Establish a Qualified Conservation Team:**

- **Team Composition:** Assemble a multidisciplinary team of experienced professionals, including conservation architects, heritage conservation specialists, structural engineers, and other relevant experts with a strong focus on historic building conservation.
- **Qualifications:** Ensure all team members have the necessary qualifications, certifications, and experience in heritage conservation and have a demonstrated understanding of international conservation standards, including those applicable to World Heritage sites.
- **Professional Oversight:** Designate a project lead with significant expertise in heritage conservation to oversee the project and ensure adherence to the conservation plan objectives and international guidelines.

**2. Cooperation with UNESCO and Local Stakeholders:**

- **Engagement with UNESCO and ICOMOS:** Work closely with UNESCO and ICOMOS to align the conservation plan with international standards and ensure that all proposed strategies contribute to the protection of the Outstanding Universal Value of the site.

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strategies and guide future restoration works with the protection purposes of the World Heritage property and potential other future UNESCO plans or interventions.



- **Community and Stakeholder Involvement:** Engage with local community representatives, heritage organizations, and other stakeholders to incorporate their perspectives and ensure the plan reflects the needs and values of the local community.
- **Agreement of the documentation:** to make all necessary actions

### 3. Participate in Planning Meetings:

- **Technical Meetings:** Participate in all scheduled technical meetings with UNESCO, local authorities, and stakeholders to discuss progress, address challenges, and refine conservation strategies. Ensure that the team actively contributes expert insights and recommendations during these discussions.
- **On-Site Analysis and Documentation:** Conduct in-depth on-site analyses to gather detailed data necessary for the development of the conservation plan. Document findings meticulously, ensuring that the information is comprehensive and supports the strategic conservation recommendations.

All steps and deliverables shall ensure adherence to the relevant Ukrainian legislation, and in particular DBN A.2.2.-2016 (in particular: paragraphs 5, 6, 9 and section 12).

## 5. INPUTS:

The UNESCO Desk in Ukraine will put at disposal the already produced 3D laser scanning documentation on the property (August 2023) and, in consultation with the UNESCO World Heritage Centre, will provide technical monitoring of the process, including technical guidance by an architect consultant in Odesa with knowledge of the context, in addition to technical missions. UNESCO will also provide ad hoc technical expertise, as necessary to ensure the alignment of the comprehensive Conservation Plan with the standard setting policies for cultural heritage as well as full compliance with the provisions of the World Heritage Convention and its Operational Guidelines and the World Heritage Committee decisions [18 EXT.COM 5.2 and 46COM 7A.6](#). In this regard, UNESCO will be responsible for ensuring that a draft of the conservation plan documentation prepared by the contractor benefits, at the appropriate stage, from the evaluation of the International Council of Sites of Museums (ICOMOS) in its capacity as Advisory Body to the World Heritage Committee.

## 6. TIMING:

Duration of the contract: up to **6 months**.

This duration is staggered in two contractual phases:

**A. Stage 1:** It will result in the comprehensive plan, implementation of documentation, pathology analysis and proposal of solutions (duration: 3 months)

**B. Stage:** It will result in the drafting of Bill of Quantities (BoQ) and specifications for the identified measures (duration: 2 months). Additionally, this stage shall include incorporating comments received by UNESCO and ICOMOS technical report (duration: 1 month).

## 7. DELIVERABLES:

The final deliverables will include comprehensive documentation of all tasks outlined in the scope of work. The deliverables are divided in two stages as showcased below. This includes, but is not limited to:

### A. Stage 1 Deliverables:

#### 1. Comprehensive Conservation Plan Document that includes:

- 1.1. Significance and Heritage Values Report
- 1.2. Condition Assessment Report
- 1.3. Conservation Objectives and Strategies
- 1.4. Risk Assessment and Mitigation Plan
- 1.5. Preliminary Conservation Interventions (phased and prioritized)



- 1.6. Stakeholder Engagement Report
- 1.7. Explanatory Note (rationale for conservation strategies)
- 2. Presentation Materials and Final Adjustments based on feedback from stakeholders and UNESCO.**

**B.Stage 2 Deliverables:**

- 1. Detailed Design and Technical Specifications including architectural, structural, and interior designs for all the needed conservation works.**
- 2. Complete Tender Documentation Package containing:**
  - 2.1. Detailed BoQ
  - 2.2. Detailed Technical Specifications Document
  - 2.3. Detailed Method Statements and Work Schedules
  - 2.4. Compliance and Quality Control Requirements
- 3. Presentation Materials for Review, allowing UNESCO, ICOMOS and local authorities to review detailed designs and tender documents before finalization.**

Due on (date)	Task	Ref.	Deliverable
<b>Month 1</b>	- Assessment of Significance - Initial Condition Assessment	A.1.1 A.1.2	<u>Deliverable package 1:</u> Workplan and preliminary research report including Significance Report and Initial Condition Report
<b>Month 2</b>	- Complete Condition Survey - Conservation Strategy - Risk Assessment - Preliminary Conservation Interventions	A.1.2 A.1.3 A.1.4 A.1.5	<u>Deliverable package 2:</u> - Condition Survey Report - Conservation Strategy Report - Risk Assessment Report - Preliminary Conservation Interventions Outline
<b>Month 3</b>	- Management & Maintenance Plan - Stakeholder Consultation - Final Conservation Plan - Presentation & Review	A.1.6 A.1.7 A.1.8 A.2.0	<u>Deliverable package 3:</u> - Maintenance Plan - Stakeholder Engagement Report - Conservation Plan Document - Presentation Materials
<b>Month 4</b>	- Detailed Designs and Detailed Technical Specifications Report.	B.1.0	<u>Deliverable package 4:</u> - Complete Design Docs/Drawings - Technical Specifications
<b>Month 5</b>	- Tender Documents Preparation - Compliance Standards Integration	B.2(1-4) B.3.0	<u>Deliverable package 5:</u> - BoQ + Method Statement + Work Schedule - Quality Control
<b>Month 6</b>	- Final Review and Adjustments (including integrating comments from ICOMOS technical review)		<u>Deliverable package 6:</u> <u>Final document</u>

Payments: 3 instalments: at completion of

Instalment 1: at completion of Deliverable package 1. Due by end of first month from the signature of the contract.

Instalment 2: at completion of Deliverable packages 2 and 3. Due by end of third month from the signature of the contract.

Instalment 3: at completion of Deliverable packages 3, 4, 5 and 6. Due by end of fifth month from the signature of the contract.

The deliverables will be provided in both digital and physical formats as required, ensuring they comprehensively cover all elements mentioned in the scope of work above-indicated.

## 8. MINIMUM CONTENT OF PROPOSALS:

1. **Firm registration documents**, business profile, capability statement, presentation, financial statement of the total annual monetary turnover in the last 3 years, and credentials.
2. **Executive Summary**: A brief overview of the proposal, highlighting the main points and objectives. This section should grab the reader's attention and concisely summarize what the proposal entails.
3. **Introduction and Background of your Organization (please include relevant experience conducting similar projects, supported by referees or letters of recommendation)**: Provide background information on your organizational expertise in developing comprehensive conservation plans.
4. **Objectives**: Clearly state the goals and objectives of the proposal. What do you aim to achieve by implementing the proposal?
5. **Methodology/Approach**: A detailed description of your proposed approach and methodology for developing the conservation plan, including how you intend to address the specific requirements and challenges of conserving a World Heritage site. Detail the approach or methodology that will be used to accomplish the objectives outlined in the proposal and in line with the deliverables. This section may include timelines, required resources, and specific strategies or techniques.
6. **Team**: An overview of the proposed technical team, including their roles, qualifications, and relevant experience. Complete curriculum vitae of proposed key experts to be assigned to the project, levels of efforts and roles descriptions, highlighting each team member's expertise in heritage conservation and World Heritage site projects. Include examples that demonstrate your team's ability to deliver comprehensive conservation strategies.
7. **Budget**: Breakdown of the costs associated with implementing the proposal. This includes direct costs (e.g., materials, personnel, travel and accommodation on site) and indirect costs (e.g., overhead, administration).
8. **Evaluation Plan**: Describes how the proposal's success will be measured and evaluated. What metrics will be used to assess progress and impact?
9. **Sustainability Plan**: Outlines how the proposal will be sustained over time. This may include strategies for long-term funding, ongoing maintenance, or scalability.
10. **Conclusion**: Summarizes the proposal's key points and reiterates its importance and potential benefits.
11. **Appendices**: Completed and signed annexes (all applicable ones). Additional supporting documents or information that may be relevant to the proposal, such as resumes of key personnel, letters of support, or detailed project plans.

### 1. Technical Proposal:

- **Relevant Experience**: A list of similar projects undertaken, with a focus on the development of conservation plans for World Heritage sites and similar significant heritage properties. Include examples that demonstrate your team's ability to deliver comprehensive conservation strategies.
- **Documentation Language**: All documents must be submitted in English.

## 9. ELIGIBILITY/QUALIFICATION/EXPERIENCE REQUIREMENTS:

### 9.1. Eligibility criteria

#### Eligibility Conditions

The applicant entity should be a registered business entity matching the following minimum eligibility criteria evidenced by the submission of the necessary supporting documentation:

#	Requirement	Eligibility criteria
1	Legal and financial status	Should be a registered business entity at least since the last <b>8 years</b> (company registration documents are mandatory to enclose as part of the technical proposal).
2	Bank account	Should have a valid bank account with name of account holder that matches the

		name of business entity (i.e. not personal account).
3	Not to be listed in the UN 1267 list	The business entity (including personnel/experts) shall not be considered eligible to submit a Proposal if at the time of the submission: the Offeror is listed as suspended on United Nations Global Marketplace ( <a href="http://www.ungm.org">http://www.ungm.org</a> ) as a result of having committed fraudulent activities, the organization's name is mentioned in the UN 1267 list issued by the Security Council Resolution 1267 that establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban; the organization should not be debarred by the World Bank Group, or included in the UNPD Suspended Vendor List.

## **9.2. Qualification of the contractor (firm/institution)**

### **9.2.1. MANDATORY CRITERIA**

#### **Minimum experience:**

The contractor shall ensure that all team members have a deep understanding of the importance of preserving the authenticity and historical integrity of the Odesa House of Scientists. All proposed conservation strategies and planning must adhere to international conservation standards, be thoroughly justified, and consider the building's status as part of a World Heritage property.

#### **Qualifications and competences:**

The contractor shall propose a multidisciplinary team bringing together a range of experts with specialized skills to address the complex needs of conserving a World Heritage Site. The team should include the below qualifications and experience. Each team member must provide a detailed CV highlighting their relevant experience, qualifications, and expertise.

The team should consist of:

#### **1. Conservation Architect / Heritage Conservation Specialist:**

- Minimum of 10 years of experience in architectural conservation, with a focus on World Heritage sites.
- Proven experience in conservation of historic building materials (e.g., brick, stone, wood, plaster).
- Expertise in material analysis and conservation techniques that are compatible with historic structures, including experience in developing guidelines for the preservation of original building materials in alignment with conservation standards.
- Expertise in developing conservation plans and strategies, including condition assessments and intervention proposals.
- Knowledge of international conservation guidelines, including the International Charter and UNESCO guidelines and standards.
- Proven track record of working on projects that involve the conservation of significant historical or culturally important buildings (at least 5 performed projects).
- Ability to provide strategic advice on maintaining authenticity and integrity of heritage properties.

#### **2. Structural Engineer:**

- Minimum of 8 years of experience in structural engineering for historic buildings.
- Valid certificate in "Engineering and construction design in terms of ensuring mechanical resistance and stability in relation to construction objects of the CC3 consequence class (significant consequences)".
- Expertise in assessing structural conditions and recommending compatible stabilization measures.
- Familiarity with conservation-oriented structural analysis and non-destructive testing methods.
- Proven track record of working on projects that involve the conservation of significant historical or culturally important buildings (at least 5 performed projects).

**3. Environmental and Climate Specialist:**

- Minimum of 5 years of experience in environmental analysis with a focus on impacts to historic buildings.
- Valid certificate in “engineering and construction design in terms of ensuring the safety of human life and health, environmental protection for construction objects of the consequence (liability) class CC3 (significant consequences) »
- Expertise in evaluating environmental risks such as humidity, pollution, and climate factors and their effect on heritage structures.
- Ability to recommend mitigation strategies that support the long-term preservation of historic materials.

**4. Expert on Technical Survey:**

- Minimum of 6 years of experience in building surveying, with expertise in documenting and analyzing historic structures.
- Valid expert’s certificate in “technical survey of buildings and structures of the CC3 consequence class (significant consequences)”
- Proficiency in using modern surveying tools and techniques, including digital mapping such as photogrammetry and laser scanning.
- Experience in historical research and documentation related to architectural heritage.

**Special Expertise Requirements:**

- Cultural Heritage/World Heritage

**References:**

- Provide references for at least 5 (five) similar projects completed in the past 5 (five) years, with a focus on the development of conservation plans for World Heritage sites and similar significant heritage properties. Include examples that demonstrate your team’s ability to deliver comprehensive conservation strategies
- References should demonstrate successful project outcomes, client satisfaction, and adherence to deadlines and budgets.

**Other Requirements:**

- Ability to work full-time on-site/off-site as per project requirements.
- Availability to travel for project-related activities.
- Clear background check and no conflicts of interest with the project stakeholders.
- Demonstration of commitment to integrate gender mainstreaming in the project’s approach and personnel structure.

**9.2.2. DESIRABLE CRITERIA**

- Requirement to use low-carbon/energy-efficient technologies, minimum energy performance, and low power mode equipment.
- Use of low-carbon/energy-efficient technologies, minimum energy performance, and low power mode equipment for the implementation of the project.

## **ANNEX IV – Proposal Submission Form**

**TO: UNESCO**

**To form an integral part of your technical proposal**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

## ANNEX V – Price Schedule Form

### GENERAL INSTRUCTIONS

1. The Bidder is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in paragraph 16 (b) of the Instructions to Offerors.
2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.
3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed.
4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule				
Request for Proposal Ref:				
Total Financial Proposal [currency/amount]:				
Date of Submission:				
Authorized Signature:				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1. <b>Remuneration</b>				
1.1 Services at Home Office (if applicable)				
1.2 Services on site (if applicable)				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2. <b>Other Expenses</b>				
2.1 Travel				
2.2 Per Diem Allowances				
2.3 Communications				
2.4 Reproduction and Reports				
2.5 Equipment and other items				
2.6 Others (please specify)				

**ANNEX VI – Vendor 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:	

**References:** Please provide at least three references including contact details for contracts for similar services to the one requested under this consultancy:

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