



**REQUEST FOR PROPOSAL – RFP  
Services**

**Ref: ICTP RFP GARDEN/2018/02**  
(Please quote this UNESCO reference in all correspondence)

Date 14 February 2018

Dear Sir/Madam,

You are invited to submit an offer for Gardening services to be provided at the premises of the International Centre for Theoretical Physics, a Category I Institute of UNESCO, based in Trieste, Italy in accordance with the present solicitation document.

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

- Annex I [Instructions to Offerors](#)
- Annex II [General Conditions of Contract](#)
- Annex III [Terms of Reference \(TOR\)](#)
- Annex IV [Proposal Submission Form](#)
- Annex V [Price Schedule Form](#)
- Annex VI [Vendor Information Form](#)

Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address **no later than 2 March 2018 at 16.00 hrs CET ROME**.

**ICTP UNESCO**

International Centre for Theoretical Physics  
Strada Costiera 11, 34151 Trieste, Italy

**SEALED PROPOSAL - DO NOT OPEN**

Ref: RFPGARDEN/2018/02


Closing Date and Time: 2 March 2018 16:00 CET Rome.

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 or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please the ICTP Procurement Office through email at [procure@ictp.it](mailto:procure@ictp.it).

For and on behalf of UNESCO

  
Ulrich Singe

 The Abdus Salam  
International Centre for  
Theoretical Physics  
Strada Costiera, 11 - 34151 Trieste - Italy  
[www.ictp.it](http://www.ictp.it)

## ANNEX I – Instructions to Offerors

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*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 two weeks 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 or Italian. 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 company'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 firm/institution 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 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 Euro

#### 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 Offeror shall prepare two copies of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed and shall be signed by the Offeror or a person or persons duly authorised. 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 initialed 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. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

The inner and outer envelopes shall:

(a) Be addressed to UNESCO at the address given in the cover page of these Solicitation documents; and make reference to the "subject" indicated, and a statement: "PROPOSAL FOR SERVICES - DO NOT OPEN", to be completed with the time and the date specified pursuant to clause 17 of Instructions to Bidders.

(b) Both inner envelopes shall indicate the name and address of the Offeror.

The first inner envelope shall be marked **Technical Proposal** and contain the information specified in Clause 10 above, with the copies duly marked "Original" and "Copy".

The second inner envelope shall be marked **Financial Proposal** include the **Price Proposal** duly identified as such.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, UNESCO will not assume responsibility for the Proposal's misplacement or premature opening.

#### 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).

## LOWEST PRICE OF TECHNICALLY RESPONSIVE PROPOSALS

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 firm/institution offering the lowest price.**

### Technical evaluation criteria:

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	300			
2.	Proposed Work Plan and Approach	400			
3.	Personnel	300			
<b>Total</b>		<b>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.

### 26. Long term agreement (LTA)

At the end of the process UNESCO reserves the right to conclude a Long term Agreement with the selected company, which will be issued on the basis of the UNESCO General Conditions for Professional Services (see attached sample format).

The awarded contract will come into effect from 1 April 2018 for a duration of 2 years, renewable for another period of 2 years at the maximum. The prices will be fixed for the first 2 years. Prices may be adjusted thereafter, every year in case of renewal, in accordance with the increase of the cost of living index in Italy (ISTAT) (variazione ISTAT risultante dall'indice per le famiglie di operai e impiegati in Italia, maturato nell'anno precedente).

## 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. 8.4 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

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

### 14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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



**15. TERMINATION**

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

**16. SETTLEMENT OF DISPUTES****16.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration**

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

**17. PRIVILEGES AND IMMUNITIES**

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

**18. TAX EXEMPTION**

18.1 Section 7 of the Convention on the Privileges and Immunities of the 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 subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). 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 this Contract.

## **ANNEX III – Terms of Reference (TOR)**

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### **Background**

The Abdus Salam International Centre for Theoretical Physics (ICTP) is a Category I Institute of UNESCO (the United Nations Educational, Scientific and Cultural Organization) based in Trieste, Italy. ICTP's mission is to foster the growth of advanced studies and research in physical and mathematical sciences, especially in support of excellence in developing countries. The working languages of ICTP are English and Italian.

The Centre is open all year long, except over the Christmas period and on some festivities that do not always correspond to the Italian ones (it is closed in the period from Christmas and Epiphany). Regular office hours are from 8.30 to 17.00 from Monday to Friday. The Guesthouses are open every day, 24 hours a day, including festivities and weekends.

### **Objective of this solicitation**

ICTP is interested in receiving proposals from qualified contractors for the provision of gardening services to its premises located in the same area of the ICTP Campus in Trieste, Italy (3 offices buildings and 2 Guesthouses as specified below and in the attached maps).

- Leonardo Building, Strada Costiera 11, Trieste
- E. Fermi Building, Via Beirut 6, Trieste
- Multidisciplinary Laboratory (limited service)
- Adriatico Guesthouse, Via Grignano 9, Trieste
- Galileo Guesthouse, Via Beirut 7, Trieste

The above surfaces are indicative and not binding to the participating companies as the services will have to be provided on all external areas as specified in the attached "descriptions of services" Annex VII. Bidders are therefore requested to perform a site visit to the buildings together with the responsible officers in charge of the contracts and to provide their best proposals based on the global objective of this solicitation. Appointments for the overview may be booked by email to address: [procure@ictp.it](mailto:procure@ictp.it).

### **Type of services**

The requested services include but are not necessarily limited to the services described in detail in Annex VII, for the ordinary daily and periodical gardening of all the external areas of the above buildings and the ordinary maintenance of the internal plants (also listed in the attachments) in accordance with these Terms of Reference, with the due diligence and efficiency by assuring the presence of a minimum number of specialized staff, that will have to be indicated in the technical proposal.

The RFP specifications are provided in Italian and English, in consideration of the local nature of the requirement and the need for the Contractor to comply with local Italian Labor legislation. The English version will anyway prevail and will form part of the final Long Term Agreement that will be signed with the winning company.

The cleaning services will have to be provided with a time schedule that bidders may indicate in their technical proposal and that will be determined together with ICTP at the time of award of the RFP. On occasional special events, the cleaning company may be requested to perform also different type of services at different time schedules as necessary; without giving raise to any type of compensation. The Contractor will have to nominate a reference person that will liaise with ICTP manager(s) of the contract.

The Contractor shall supply and bear the costs for any product, machinery and/or equipment that may be useful or essential for the successful provision of the services. Such services shall meet the applicable regulations, including safety standards, shall be approved by ICTP, and shall not cause damage to the buildings or external areas either now or in the future. To do this, the bidders shall produce a list of the products, machinery and equipment they intend to use. ICTP shall check if such products, machinery and equipment are appropriate, in working order, fit for providing an optimum service and fulfil the requirements of the service. All chemicals shall fulfil the applicable regulations on "biodegradability", "doses", hazard signage and environmental sustainability. Any gardening machine shall be certified and in keeping with the applicable accident-prevention regulations, according to the applicable laws.

In addition, the Contractor shall collect any waste and carry it to the urban waste collection centre to the specific municipal waste collection islands.

The Contractor shall provide any service hereunder according to the highest professional standards.. The Contractor shall be solely liable for its staff and shall make sure its staff is skilled, properly trained, perfectly complying with any workplace health and safety rule; the Contractor shall take measures and shall supervise its staff to make sure they wear safety clothes and accessories as per existing safety standards. The staff shall be appropriate in all respects and shall always behave properly and politely with any users, and shall not disclose any fact or circumstance of ICTP's work that they may have learnt.

The Contractor shall submit to ICTP a list of the staff involved in the service, and shall keep such list constantly updated, and shall explain the reasons for any change in the staff. For security reasons, the Contractor's staff shall, immediately and every day, keep the ICTP's contacts informed of their entering and leaving the premises. ICTP reserves the right, for any reasons and partly for security reasons, to ban and deny access to any employee of the Contractor whom ICTP has not authorized. The Parties, therefore, agree that no unauthorized employee by ICTP shall be employed under this Contract, and therefore the Contractor shall immediately replace any such employee. The Contractor shall give all employees an ID card with a photo, which shall be issued by ICTP and shall be worn in a visible place. Such cards shall be returned to ICTP at the end of the Contract.

In fulfilling the assignment hereunder, the Contractor shall fulfil all the regulations and pay all the contributions for its employees, as laid down by the National Labour Agreement for employees of cleaning and multiservice companies, with no form of insourcing, and, if the Contractor is a cooperative, it shall fulfil all the regulations and pay all the contributions for its working members as well as any additional local requirement that may be laid down by any leading trade unions, insofar as applicable at the time and in the place where the service shall be provided, even after expiration of such requirements and until they have been replaced. In addition, the Contractor shall give its staff equal pay for equal work, except for any seniority-related wage difference.

### **Minimum content of proposals**

Pursuant to item 10, Annex I, *Instructions to bidders*, in the technical bid the bidders shall describe, in a work plan, how they are going to organise the gardening services, how many hours they plan to work, both for regular and periodic services, how many employees they are going to use, the

employees' qualifications and training, and shall submit a daily work plan and a monitoring plan, and the measures they will take to prevent any failure. They shall also submit a list of the materials and equipment that shall be used to provide the services hereunder and shall provide samples of such materials and equipment upon request.

As to environmental impacts, they shall mention which type of products they intend to use, which shall comply with the minimal environmental requirements of an environmental seal, such as Ecolabel, Blau Anger Nordic Swan or the like, as proven by the relevant certificates. Please specify if you have an ISO 14001 or similar certificate.

### **Eligibility/qualification/experience requirements**

**Bidders must prove they own a structure/organization that is suitable for providing the gardening services hereunder. To prove this, they shall submit the following documents in the main envelope:**

- written description of the company's references (at least 3), with a list of any similar service supplied in the previous three years, including the payments and the size of the areas where they provided their services, by filling in Annex VI to the RFP;
- the company's certificate, issued by the Chamber of Commerce in the last month;
- proof of the company's quality certificates (eventual);

In addition, the bidder shall return:

- LTA UNESCO draft Contract, including the Terms of Reference/Specifications and annexes (maps and description of the service), as well as copy of the description of the services and tendering terms. Every sheet of such documents shall be initialled by the bidder's legal representative, both as evidence that the bidder is aware of the entire contents of such documents and as full, unconditional acceptance of the terms and conditions hereunder.
- a statement, duly filled in and signed by the bidder's legal representative, proving that the bidder is willing and capable of fulfilling the entire Contract as from April 1<sup>st</sup> 2018, as set forth in Annex IV to the RFP.

## ANNEX IV – Proposal Submission Form

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**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, as per attached formats one for each lot.
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. Tutti i prezzi quotati devono essere esenti IVA in base all'art. 72 DPR 633/72 e succ. modifiche.
3. Prices must remain valid for a minimum period of 90 days. I prezzi dovranno rimanere validi per un minimo di 90 giorni.

N	DESCRIZIONE MATERIALE/SERVIZI	QUANT. A'/Q.TY	U.M	EURO	EURO
				PRICE EA PREZZO UNIT.	TOTAL/ TOTALE
1	SEDE CENTRALE "LEONARDO BUILDING" EXTERNAL GARDENING - Strada Costiera 11, Trieste, SERVIZI DI GIARDINAGGIO come da capitolato (allegato A)	12	month /mese		
1 a	SEDE CENTRALE "LEONARDO BUILDING" - Strada Costiera 11, Trieste, MANUTENZIONE PIANTE INTERNE/ESTERNE/INTERNAL PLANTS come da inventario (allegato B)	12	month /mese		
2	Edificio "FERMI BUILDING" EXTERNAL GARDENING - Via Beirut 6, Trieste, SERVIZI DI GIARDINAGGIO come da capitolato (allegato A)	12	month /mese		
2 a	Edificio "FERMI BUILDING" - Via Beirut 6, Trieste, MANUTENZIONE PIANTE INTERNE/ESTERNE INTERNAL PLANTS come da inventario (allegato B)	12	month /mese		
3	SERVIZIO DI PULIZIA SUPERFICI esterne ai palazzi LEONARDO e FERMI /cleaning of paths between Leonardo&Fermi	12	month /mese		
4	FORESTERIA "ADRIATICO GUESTHOUSE" EXTERNAL GARDENING - Via Grignano 9, Trieste, SERVIZI DI GIARDINAGGIO come da capitolato (allegato A)	12	month /mese		
4 a	FORESTERIA "ADRIATICO GUESTHOUSE" - Via Grignano 9, Trieste, PIANTE INTERNE/ESTERNE INTERNAL PLANTS come da inventario (allegato B)	12	month /mese		
5	FORESTERIA "GALILEO GUESTHOUSE" EXTERNAL GARDENING - Via Beirut 7, Trieste, SERVIZI DI GIARDINAGGIO come da capitolato (allegato A)	12	month /mese		
5 a	FORESTERIA "GALILEO GUESTHOUSE" - Via Beirut 7, Trieste, PIANTE INTERNE/ESTERNE INTERNAL PLANTS come da inventario (allegato B)	12	month /mese		
6	LABORATORIO MULTIDISCIPLINARE - Via Beirut 31, Trieste, SERVIZI DI GIARDINAGGIO/external gardening come da capitolato (allegato A) B	12	month /mese		
TOTALE PREZZO SERVIZI/TOTAL PRICE FOR THE SERVICES				Euro	
ALTRI COSTI EVENTUALI (SICUREZZA)/OTHER EVENTUAL COSTS				Euro	
<b>PREZZO TOTALE ANNUALE SERVIZI, ESENTE IVA art. 72 DPR 633/72 /YEARLY TOTAL</b>				Euro	



United Nations  
Educational, Scientific and  
Cultural Organization

## 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.			

**RFP ICTP GARDEN/2018/02**  
**TERMS OF REFERENCE ITALIAN**  
**CAPITOLATO SERVIZI DI GIARDINAGGIO**

L'ICTP (Centro Internazionale di Fisica Teorica) e' un Centro scientifico, Istituto dell'Agenzia UNESCO del sistema delle Nazioni Unite con sede a Trieste in Strada Costiera 11. La lingua di lavoro ufficiale e' l'inglese che prevale nella stesura di questo documento e all'atto della firma dell'eventuale futuro contratto. Questo Centro e' aperto tutto l'anno (tranne il periodo da Natale a Epifania e festività che non sempre corrispondono a quelle italiane) con un periodo di alta stagionalità in primavera/estate con orario di lavoro dalle 8.30 alle 17.00 da lunedì a venerdì. Dispone di due Foresterie che sono aperte 24 ore al giorno tutto l'anno.

L'ICTP intende affidare in appalto l'esecuzione di servizi di giardinaggio e manutenzione del verde, in riferimento alle piante interne e esterne e ai giardini adiacenti i seguenti immobili dell'ICTP:

1. Leonardo Building, sito in Strada Costiera 11, Trieste
2. Edificio E. Fermi sito in Via Beirut 6, Trieste
3. Foresteria Adriatico sita in Via Grignano 9
4. Foresteria Galilei sita in Via Beirut 7, Trieste, e
5. Laboratorio Multidisciplinare, Via Beirut 31, Trieste (solo giardini esterni)

limitatamente alle zone contrassegnate nelle allegate mappe (Allegati C).

Il servizio riguarda pure la pulizia giornaliera di tutte le superfici esterne relative ai palazzi di cui ai punti 1. e 2. sopra comprendenti vialetti di comunicazione/parcheggi/piazzali esterni/scale esterne, inclusa la pulizia degli artigliati e degli scarichi.

**DESCRIZIONE SERVIZI RICHIESTI**

Il servizio comprende:

- taglio del manto erboso con macchina operatrice per il mantenimento di un'altezza non superiore a cm 20 in zone marcate A - 30 cm in zone marcate B e 40 cm in



zone C nelle allegate piantine (allegati C1 e C2); il taglio del tappeto erboso dovrà avvenire con l'obbligo di concludere ciascun giro di taglio su tutte le aree interessate entro un periodo di tempo non superiore a 15 giorni; il servizio si intende comprensivo dell'asporto del materiale reciso, di foglie, cartacce, e altri rifiuti presenti sul suolo, nonché della pulizia del materiale riversatosi durante le operazioni di taglio; il taglio dovrà essere effettuato in funzione dell'andamento stagionale per un numero complessivo presunto di 12 interventi nell'area A fino un minimo di 6 nelle altre aree; nel caso di condizioni meteorologiche avverse, il servizio dovrà essere intensificato, in accordo con l'amministrazione di questo Centro, alla ripresa delle operazioni;

- rifiniture dei limiti del prato, incluse eventuali aiuole, marciapiedi e altro presente sui tappeti erbosi, con decespugliatore a filo e relative aree e concimazioni;
- vangatura delle siepi e delle piante esistenti, concimatura e pacciamatura invernale;
- potatura per squadratura delle siepi, che verrà stabilita in accordo con l'amministrazione del Centro, per non ostacolare le attività che ivi si svolgono, in misura di 2 interventi/anno per la potatura delle siepi di LauroCeraso e 4 per le altre di Piracana etc.;
- potatura di contenimento degli arbusti e delle piante ornamentali esterne ed interne, loro cura, concimazione, annaffiatura e loro cura in genere;
- trattamenti fitosanitari, ove necessari;
- manutenzione/innaffiatura delle piante interne con cadenza adeguata al loro mantenimento in buono e decoroso stato (annaffiature minimo 1 volta alla settimana - concimazione minimo mensile), inclusa la pulizia, la revisione periodica delle piante con sostituzione delle piante deperite, tranne per cause naturali (in qual caso vanno informati tempestivamente i responsabili del Centro per le opportune verifiche e adozione di rimedi o sostituzioni delle piante), e i regolari trattamenti fitosanitari, antiparassitari e cure al bisogno;
- manutenzione/innaffiatura delle piante esterne in vaso (ove non presente impianto di irrigazione) con concimazioni adeguate, una potatura annuale e pulizia erbacce infestanti e cure ove necessario;

- controllo periodico delle piante/alberi morti e taglio rami da terra; pulizia dei luoghi di taglio e trasporto del materiale di risulta ai siti autorizzati nel pieno rispetto delle leggi e delle normative vigenti in materia di rifiuti.

Il servizio dovrà essere svolto come da indicazioni e con le cadenze previste nell'allegato A Capitolato Servizi e in riferimento alle piante di cui agli inventari dell'Allegato B a questo Contratto.

### **MODALITA' ESECUZIONE SERVIZI**

Saranno a carico dell'appaltatore, oltre alle spese del personale addetto, tutti indistintamente i macchinari, gli attrezzi, gli utensili, i materiali nonché gli indumenti di lavoro degli addetti ed in genere tutto ciò che è necessario all'esecuzione del servizio in appalto, di cui l'appaltatore fornirà su richiesta dell'ICTP l'elenco delle attrezzature messe a disposizione per l'esecuzione dei servizi di cui al presente contratto. Il servizio di manutenzione piante d'interno dovrà essere svolto con la dotazione di un apposito carrello con ruote in gomma antirumore, allestito con tutto l'occorrente.

L'appaltatore si dovrà impegnare ad usare materiali, attrezzature e prodotti idonei alle specifiche necessità e caratteristiche delle piante di cui si dichiara di aver preso analitica ed esauriente visione, che essere soggetti all'approvazione di questo Centro prima dell'uso. Gli stessi dovranno rispondere alle prescrizioni di legge anche in materia di sicurezza, restando la responsabilità sul loro uso direttamente a carico dell'appaltatore.

Le prestazioni, che dovranno essere eseguite a regola d'arte, dovranno garantire la perfetta manutenzione e stato di salute delle piante e del verde, nel totale rispetto degli impianti e delle attrezzature esistenti. L'appaltatore dovrà effettuare le visite per i servizi di cui al presente contratto sulla base di un calendario annuale degli interventi che verrà concordato con l'ICTP. I servizi potranno venire prestati in date e orari a discrezione dell'appaltatore a condizione che ciò non porti pregiudizio alle attività dell'ICTP e l'appaltatore si rende disponibile ad effettuare/anticipare/posticipare gli interventi necessari, su segnalazione/richiesta dell'ICTP, od ad effettuarli al di fuori degli orari di lavoro o/e in giornate non lavorative per l'ICTP, per evitare rumori in occasione di particolari manifestazioni o convegni che si svolgono presso le sedi dell'ICTP (c.d. rara ma non escludibile: forza maggiore).

L'appaltatore si dovrà assumere ogni e qualsivoglia responsabilità, nessuna esclusa, che possa derivare direttamente o indirettamente da danni e/o vizi riconducibili all'erogazione delle sue prestazioni. L'appaltatore sarà responsabile dei danni che in relazione alle attività svolte dovessero derivare ai beni dell'ICTP, nonché di quelli eventualmente subendi da terze persone, ovvero da soggetti frequentatori delle zone oggetto dei servizi. L'ICTP non assume responsabilità di sorta per la morte o per danni fisici a persone o per danni a proprietà derivanti dall'esecuzione del presente contratto da parte dell'appaltatore. Pertanto quest'ultimo s'impegna a tenere l'ICTP esente ed indenne e, comunque, a manlevarlo da qualsivoglia rivendicazione o pretesa.

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

L'appaltatore dovrà assumere inoltre l'obbligo di assicurarsi, sin dalla data di decorrenza del presente contratto e per tutta la sua durata - e ciò con massimali adeguati previamente concordati - per ogni rischio della R.C., vincolando la relativa polizza a favore dell'ICTP.

L'Impresa sarà, infine, tenuta all'osservanza della vigente normativa per la prevenzione infortuni sul lavoro, e dovrà comunicare sotto forma scritta il relativo piano delle misure di sicurezza con la valutazione dei rischi dei lavori che verranno eseguiti, la descrizione di macchine utilizzate con le relative caratteristiche tecniche, la descrizione degli eventuali materiali e sostanze utilizzate, la dotazione di dispositivi di protezione individuali ed infine l'organigramma del servizio di prevenzione e protezione ovvero nominativo del responsabile della sicurezza.

L'appaltatore assumerà la piena e diretta responsabilità del personale impiegato per i servizi di questo contratto, provvederà ad ogni disposizione ed alla sorveglianza necessaria affinché questo indossi adeguati capi di vestiario e rispetti tutte le normative di sicurezza in materia. Il numero degli addetti dovrà essere in numero sufficiente a garantire la perfetta esecuzione del servizio. Nell'esecuzione delle prestazioni oggetto del presente contratto, l'appaltatore si impegna a dare puntuale e precisa osservanza a tutte le normative disciplinanti il rapporto di lavoro con il personale destinato

all'esecuzione del presente contratto e di rispettare le condizioni normative e retributive non inferiori a quelle risultanti dai contratti collettivi nazionali di lavoro di categoria e ciò, se costituita sotto forma di cooperativa, anche nei confronti dei soci-lavoratori eventualmente impiegati. L'appaltatore sarà tenuta al pieno rispetto di ogni normativa in tema di sicurezza sul lavoro, sanità, assicurazioni sociali e contro gli infortuni.

E' escluso che il personale dell'appaltatore o di eventuali suoi aventi causa possa, in alcun modo, ritenersi in rapporto diretto con l' ICTP ovvero possa, ad alcun titolo, vantare diritti di sorta nei confronti dell'ICTP.

La perfetta e regolare esecuzione del contratto sarà costantemente verificata dal Responsabile del Centro, tramite la tenuta di un registro delle visite effettuate per ogni intervento ordinario o periodico. Ogni eventuale inadempienza sarà segnalata a mezzo di nota scritta indirizzata alla Ditta, la quale dovrà provvedere all'adempimento entro 24 ore dal ricevimento.

L'ICTP potrà, tuttavia, risolvere il contratto in qualsiasi momento a suo insindacabile giudizio, per difformità e/o vizi delle prestazioni posti in essere dall'appaltatore nello svolgimento della propria attività, diffidando l'appaltatore al corretto adempimento delle proprie obbligazioni nel termine convenzionale, qui consensualmente pattuito, nella misura di giorni 10, tramite comunicazione raccomandata rr o PEC. In caso di recesso contrattuale ai sensi del comma che precede, l'appaltatore non avrà titolo e, comunque, sin d'ora rinuncia, a qualsivoglia risarcimento o a indennità di sorta.

## **PAGAMENTI**

L'appaltatore invierà fatture trimestrali anticipate, in esenzione da IVA come da dichiarazione che sarà fornita all'atto della firma del contratto. I pagamenti verranno effettuati tramite bonifico bancario a 30 gg data fattura e conferma regolare esecuzione servizi da parte del manager ICTP incaricato ai controlli.

## **TIPO E DURATA CONTRATTO**

Il contratto che verrà accordato all'aggiudicatario della presente gara dovrà essere stilato nella forma di cui all'allegato LTA UNESCO (contratto pluriennale UNESCO) che

dovrà essere accettato in toto alla presentazione dell'offerta. Questo contratto prevede una durata iniziale di uno o due anni con rinnovi fino ad un massimo di 4 (quattro) anni. I prezzi resteranno fissi per il primo periodo di due anni e potranno subire un aumento ai successivi rinnovi calcolato in base alla variazione ISTAT risultante dall'indice per le famiglie di operai e impiegati in Italia, maturato nell'anno precedente.

### **MODALITA' PRESENTAZIONE OFFERTE**

I partecipanti dovranno presentare una proposta tecnica redatta in base ai criteri sopraelencati, con indicazione del numero di persone che intendete impiegare per la conduzione dei servizi di questo appalto, la loro preparazione/curriculum e una bozza del calendario tentativo con le cadenze che prevedete di adottare in caso di aggiudicazione e la lista delle attrezzature, quantità e, tipo di macchinari che verranno usate e quant'altro necessario a valutare la proposta da un punto di vista tecnico. Tale proposta otterrà un punteggio che valuterà (in base alla tabella elencata all'art.23 della lettera di invito) per un totale di 400 punti la capacità tecnica e l'approccio metodologico e funzionale offerto e per 300 punti il numero e curriculum del personale proposto.

Per quanto riguarda il punteggio n. 1 della tabella di valutazione, si richiede la presentazione dei seguenti documenti come minimo:

- presentazione della Vs. ditta con indicazione quanto possa servire ad una valutazione generale dell'offerente
- iscrizione alla CCIAA (certificato di data non superiore ai 3 mesi (eventuale possesso certificazioni SOA e/o UNI EN ISO 9001);
- referenze nell'esecuzione di servizi simili negli ultimi tre anni con indicazione di superfici trattate e persone di riferimento, tramite compilazione dell'Annex VI della lettera di invito;
- una dichiarazione di presa in visione di tutte le circostanze afferenti al contratto, conferma di disporre di una struttura tecnico-organizzativa idonea a garantire un'efficiente gestione del servizio (tramite descrizione e illustrazione strutture) e disponibilità a iniziare i servizi sulla base della presente lettera di invito/capitolato/contratto a partire dal 1 Aprile 2018, (tramite firma di accettazione della lettera RFP e contratto LTA in ogni pagina).

L'offerta economica dovrà essere redatta sulla base dello schema economico Annex V della lettera di invito (allegato), con indicazione di prezzo offerto per ogni palazzo, sia per i lavori esterni che per la manutenzione piante interne.

L'offerta economica dovrà essere inserita in una busta separata sigillata, all'interno del plico principale di cui sopra, in quanto si procederà all'apertura dell'offerta economica solamente se la valutazione tecnica avrà generato un punteggio minimo del 70% di quello a disposizione (1000 punti).

**Le buste sigillate dovranno essere recapitate sia personalmente a mano presso la sede centrale di Strada Costiera 11, Trieste (INFOPOINT) oppure inviate al seguente indirizzo: ICTP Strada Costiera 11, 34151 Trieste con l'indicazione sulla busta del n. di gara GARDEN/2018/02 NON APRIRE. Le buste dovranno essere ricevute entro le ore 16.00 del giorno 2 marzo 2018.**

## CAPITOLATO SERVIZI DI GIARDINAGGIO

### 1. SEDE CENTRALE "Leonardo Building", Strada Costiera 11, Trieste

(vedasi corrispondenti numeri sulla piantina allegata C1)

	Descrizione lavori	Frequenza/anno
1	Sfalcio della scarpata alfabandiera all'ingresso	minimo 9 volte
2	Sfalcio prati villetta	9 volte
3	Sfalcio prati zona anteriore dell'edificio	9 volte
4	Sfalcio scarpata lungo la scala Dirac	6 volte
5	Sfalcio prati zona retrostante l'edificio (4 prati)	9 volte
6	Sfalcio scarpata retrostante sino al fosso (lato parco Miramare)	6 volte
7	Sfalcio scarpata zona retrostante edificio	3 volte
7bis	Pulizia delle zone	Al bisogno
8	Potatura siepe di Lauroceraso all'ingresso/fianchi	1 volta
9	Potatura siepe di Viburno lungo la scala villetta	2 volte
10	Potatura siepe di Viburno lungo la scala Dirac	2 volte
11	Pulizia degli arbusti lungo i tubi e serbatoi condizionamento	1 volta
12	Potatura rovi invadenti i prati della villetta	1 volta
13	Manutenzione delle piante interne all'edificio	1 volta settimana

### 2. EDIFICIO "E.FERMI", Via Beirut 6, Trieste

(vedasi corrispondenti numeri sulla piantina allegata C1)

	Descrizione lavori	Frequenza/anno
14	Sfalcio prati di tutta la zona intorno al parcheggio superiore fino alla strada di accesso all'edificio, e la parte davanti l'accesso al seminterrato lato parcheggio interno	minimo 9 volte
	Potatura della siepe di Piracanta con sagomatura vialetto di accesso pedonale	2 volte
	Potatura di tutti gli altri arbusti/cespugli	1 volta
15	Potatura dei gelsomini, edera e vite americana rampicante tutto intorno al palazzo e sui muri di contenimento parcheggio interno	1 volta
16	Manutenzione delle piante interne all'edificio	1 volta a settimana

#### **SERVIZIO COMPLEMENTARE DI:**

- Pulizia superfici esterne delle zone di cui sopra: vialetti di comunicazione/parcheggi /piazzali/scale esterne, inclusa pulizia grigliati e scarichi

2 volte alla settimana

## ALLEGATO A2 CAPITOLATO SERVIZI DI GIARDINAGGIO

### **3. FORESTERIA ADRIATICO, Via Grignano 9, Trieste (piantina C2)**

	Descrizione lavori	Frequenza/anno
1A	Taglio di erba e rovi nella zona che va dal lato nord-ovest dell'edificio (zona self-service-cucine) fino alla strada	minimo 2 volte
2A	Taglio della siepe lungo il sentiero che porta allo stabilimento balneare	2 volte
3A	Pulizia e Potatura degli arbusti e delle rose nelle aiuole zona ingresso e muro intorno all'edificio lato mare e nei vasi sul terrazzo	2 volte
4A	Sarchiatura delle aiuole (davanti al parcheggio e roseti)	2 volte
5A	Annaffiatura delle rose e delle piante nei vasi sul terrazzo durante i mesi estivi (minimo maggio-settembre) ma comunque tutte le volte che si rende necessario anche nei rimanenti mesi	minimo 2 volte a settimana
6A	Taglio di rami invadenti e rami secchi e smaltimento di rami e tronchi spezzati da temporali	al bisogno
7A	Manutenzione delle piante interne all'edificio	1 volta a settimana

### **4. FORESTERIA GALILEO, Via Beirut 7, Trieste (piantina C2)**

	Descrizione lavori	Frequenza/anno
8A	Pulizia e sfalcio erba nelle aiuole all'ingresso e parcheggio	minimo 2 volte
9A	Taglio di erba e rovi su una fascia di rispetto per 1 metro oltre la ringhiera fino alla zona dei depuratori (fino 3 mt), sul retro dei parcheggi (fino al boschetto circa 10 mt) e sul davanti dei parcheggi fino alla strada sottostante in corrispondenza della curva)	Minimo 2 volte
10A	Sarchiatura delle aiuole	2 volte
11A	Pulizia e Potatura degli arbusti e piante vasi esterni.	2 volte
12A	Annaffiatura delle piante esterne durante i mesi estivi (minimo maggio-settembre) ma comunque tutte le volte che si rende necessario anche nei rimanenti mesi	minimo 2 volte a settimana
13A	Taglio di rami invadenti e rami secchi e smaltimento di rami e tronchi spezzati da temporali	al bisogno
14A	Manutenzione delle piante interne all'edificio	1 volta a settimana

#### **SERVIZIO STRAORDINARIO SU RICHIESTA:**

- Taglio e smaltimento di alberi importanti tramite mezzi

Giornata di due persone



**5. LABORATORIO MULTIDISCIPLINARE, Via Beirut 31, Trieste**

	Descrizione lavori da aprile ad ottobre (7 mesi)	Frequenza/anno
1A	Pulizia e sfalcio erba	7 volte (minimo 1 volta al mese)
	Diserbo aree pedonali	Minimo 3 volte
	Pulizia percorsi pedonali	Minimo 7 volte

	Descrizione lavori da novembre a marzo (5 mesi)	Frequenza/anno
	Pulizia dei percorsi pedonali	5 volte (minimo 1 volta al mese)

7bis	Mantenimento/pulizia e decespugliamento selettivo del sottobosco	al bisogno min. 2 all'anno
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