



### RICHIESTA DI OFFERTA

Spett. Ditta	RIFERIMENTO ICTP - DA MENZIONARE NELLA CORRISPONDENZA	<b>MAINT/2018/08</b>
	DATA	06/04/2018
	<b>SCADENZA PRESENTAZIONE OFFERTE</b>	<b>20/04/2018 ore 14:00</b>
	TOTALE NR. DI PAGINE	N. PAGG. 4 + COMPUTO METRICO
	RIFERIMENTO ICTP	Silvana Medica, Raffaele Corona procure@ictp.it / 040.2240506-635
	RIFERIMENTO TECNICO	Massimo REJA 040.2240586 Marino PERAZ 040-2240291

CON LA PRESENTE SIETE INVITATI ALLA PRESENTAZIONE DELLA VS. MIGLIORE OFFERTA A MEZZO EMAIL CERTIFICATA A QUESTO CENTRO PER **MODIFICA DELL' IMPIANTO IDRAULICO DELLA CUCINA DEL PALAZZO PRINCIPALE DI QUESTO CENTRO IN STRADA COSTIERA 11, TRIESTE**, COME DA CAPITOLATO E COMPUTO METRICO ALLEGATO.

N.	DESCRIZIONE MATERIALE/SERVIZI	QUANTITA'	U.M	EURO	EURO
				UNITA'	TOTAL E
1	TOTALE LAVORI - INCLUSI ONERI SICUREZZA tramite compilazione dell'allegato computo metrico dove dovranno essere indicati i prezzi per ogni voce	1	TOTALE		
<b>PREZZO TOTALE FRANCO NS. SEDE TRIESTE ESENTE IVA come da dichiarazione che verra' fornita al momento dell'ordine</b>				Euro	

**PREGHIAMO SPECIFICARE:**

GARANZIA - durata e condizioni, specificare dettagliatamente:

**DOCUMENTI / ALLEGATI RICHIESTI**

QUESTO MODULO RFQ COMPILATO E FIRMATO (pag. 1)

COMPUTO METRICO COMPILATO PER OGNI VOCE TIMBRATO/FIRMATO (pagg. 17)

SOA (se disponibile) e/o VISURA CAMERALE IN CORSO DI VALIDITA`

**CONDIZIONI ICTP**

CONDIZIONI DI FORNITURA GENERALI UNESCO di cui questo Centro fa parte quale Istituto di Categoria I	pag. 3-4 da accettare in toto
CONDIZIONI DI PAGAMENTO	BONIFICO BANCARIO a 30 giorni DFFM
LUOGO DI CONSEGNA	ICTP, Strada Costiera 11, Trieste

Vogliate gentilmente restituire questo modulo e il computo metrico debitamente compilati con la Vs. migliore offerta alla email certificata [procure@pec.ictp.it](mailto:procure@pec.ictp.it) con l'indicazione del n° di gara MAINT/2018/08, entro il giorno 20 aprile ore 14.00.

<b>PER L' ICTP:</b>	<b>DITTA CONCORRENTE PER ACCETTAZIONE CONDIZIONI ICTP SOPRAMENZIONATE:</b>
Silvana Medica Associate Procurement Officer	NOME TITOLO TIMBRO E FIRMA
DATA 06/04/2018	DATA



The Abdus Salam  
**International Centre  
for Theoretical Physics**



## CAPITOLATO - MAINT/2018/08

**OGGETTO: LAVORI DI MODIFICA DELL'IMPIANTO IDRAULICO DELLA CUCINA DEL PALAZZO PRINCIPALE DI QUESTO CENTRO in Strada Costiera 11, Trieste, come da computo metrico allegato.**

Le Ditte partecipanti potranno effettuare un sopralluogo della zona contattando i Sig. :

M. REJA (tel.040.2240586 - email reja@ictp.it)

M. PERAZ (tel.040.2240291 - email peraz@ictp.it)

L' offerta dovrà essere A CORPO e includere tutti gli oneri per la fornitura in sito di tutti i materiali, per tutte le prestazioni di manodopera e dei costi di sicurezza del cantiere e la raccolta, trasporto e smaltimento dei residui di lavorazione.

I lavori dovranno essere svolti nel pieno rispetto di tutte le leggi, regolamenti e prescrizioni in materia, anche per quanto riguarda gli obblighi e gli oneri relativi alle disposizioni di sicurezza, di assicurazione, di condizioni di lavoro, previdenza e assistenza nei confronti del personale dipendente.

La Ditta aggiudicataria sarà responsabile di eventuali danni che, in relazione ai lavori di cui alla presente gara, dovessero derivare a beni immobili e mobili, nonché a terze persone, dipendenti e/o visitatori di questo Centro e loro beni.

La realizzazione dell' opera dovrà essere concordata nelle modalità e nei tempi con gli incaricati di questo Centro - Sig. M. Reja e Sig. M. Peraz.

L' offerta che deciderete di presentare dovrà contenere espresso riferimento ai seguenti punti:

- di avere effettuato una verifica della disponibilità della mano d'opera per l'esecuzione dei lavori nonché della disponibilità di attrezzature adeguate all'entità e alla tipologia e alla categoria dei lavori in appalto;
- di accettare, senza condizione o riserva alcuna, tutte le norme e disposizioni contenute nella presente lettera di invito.

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

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



# ANNEX I: General Terms and Conditions for Goods and Related Services

## 1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the Contractor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall effect a Contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Contractor shall bind UNESCO unless agreed to in writing by its duly authorized official. SOURCE OF INSTRUCTIONS

## 2. GOODS AND SERVICES DEFINED

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

## 3. PAYMENT

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

## 4. TAX EXEMPTION

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

## 5. TRADE MARKS

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

## 6. EXPORT LICENSES

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

## 7. INSPECTION AND ACCEPTANCE

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

## 8. FITNESS OF GOODS INCLUDING PACKAGE

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

## 9. AFTER SALES SERVICE

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

## 10. INDEMNIFICATION

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

## 11. PATENT INDEMNIFICATION

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

## 12. FIRE AND EXTENDED COVERAGE INSURANCE

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

## 13. VARIATION IN QUANTITIES

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

## 14. CHANGES

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

## 15. TERMINATION FOR CONVENIENCE

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

## 16. REMEDIES FOR DEFAULT

In case of failure by the Contractor to perform according to this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all of the goods by the agreed delivery date, UNESCO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (1) procure all or part of the goods from other sources, in which event UNESCO may hold the Contractor responsible for any



excess costs occasioned thereby; (2) refuse to accept delivery of all or part of the goods; (3) terminate this Contract; (4) require Contractor to ship via premium means, at Contractor's expenses, to meet the delivery schedule; (5) impose liquidated damages.

#### 17. LIQUIDATED DAMAGES FOR DELAY

Subject to Clause 18, if the Contractor fails to deliver all or part of the goods or perform any of the services within the time period specified in the Contract, UNESCO may, without prejudice to any other rights and remedies, deduct from the total price stipulated in this Contract an amount of 0.35% of the price of such goods or unperformed services for each calendar day of delay until actual delivery, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

#### 18. FORCE MAJEURE

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

#### 19. SOURCE OF INSTRUCTION

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

#### 20. OFFICIALS TO BENEFIT

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

#### 21. USE OF NAME EMBLEM OR OFFICIAL SEAL OF UNESCO

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

#### 22. ASSIGNMENT AND INSOLVENCY

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

#### 23. CHILD LABOUR

The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### 24. MINES

The Contractor represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### 25. ARBITRATION

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

#### 26. CONCILIATION

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

#### 27. PRIVILEGES AND IMMUNITIES

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

#### 28. SECURITY

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

The Contractor shall:

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

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody as set forth in condition 28 above.

#### 29. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities 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.