



United Nations
Educational, Scientific and
Cultural Organization

**REQUEST FOR PROPOSAL – RFP
Services**

Ref: ICTP RFP TELECOM/2018/07

(Please quote this UNESCO reference in all correspondence)

Date 20 March 2018

Dear Sir/Madam,

You are invited to submit an offer for landline telephone traffic, mobile traffic data and maintenance of switchboard and relevant equipment for the International Centre for Theoretical Physics, 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 16 April 2018 at 16.00 hrs CET Rome.**

UNESCO - Office of the Director

Office Location & Street Address

SEALED PROPOSAL - DO NOT OPEN

Ref: TELECOM/2018/07

Closing Date and Time: 16 April 2018

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 contact the ICTP procurement office

For and on behalf of UNESCO

Ulrich Singe

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 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 initialled 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).

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

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 highest score out of a pre-determined set of weighted technical and financial criteria as specified below.**

Technical Proposal Evaluation Form

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	200			
2.	Proposed Work Plan and Approach, global	200			
3.	Personnel (assistance structure, local dedicated support offices and availability of spare parts)	300			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
Sub-total for Financial Evaluation		300			

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: $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} * \text{total points obtainable for financial proposal}]$

An example:

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

: Combined Technical and Financial Evaluation Form

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				
Total 1000						

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 have a duration of 1 year, renewable for another period of 1 year at a time for a maximum duration of 4 (four) years, at the discretion of UNESCO. The prices will be fixed for the first year and should be revised thereafter in case of renewal, in accordance with the average market price conditions, that usually show a trend of price reduction for these type of services, to be mutually agreed between the parties.

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)

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.

Objective of this solicitation

ICTP is interesting in receiving proposals for the provision of telephone landline traffic, mobile traffic and maintenance of its switchboard and related equipment, as listed in Annex A, as per following indications. The bid is divided in three lots and the participants may submit proposals for each lot separately or for all of them, in which case bidders should indicate if a cumulative discount for a global assignment may be granted, which will receive a higher scoring in the evaluation phase.

Lo scrivente Centro Internazionale di Fisica Teorica, istituto dell'UNESCO (Nazioni Unite) con sede a Trieste, invita la Vs. Spettabile Ditta alla presentazione di offerta per l'affidamento del contratto per il servizio di manutenzione del nostro Sistema Telefonico Alcatel Omni PCX Office4400, come elencato nell'Annex A e per il servizio di telefonia fissa e mobile come dalle seguenti indicazioni. La gara e' suddivisa in tre lotti e le ditte partecipanti potranno presentare proposte anche solo per uno o piu' lotti, indicando altresì la disponibilita' ad accordare uno sconto ulteriore in caso di aggiudicazione globale di tutti i lotti. Tale proposta globale verra' valutata con un punteggio maggiore durante la fase di valutazione tecnica delle offerte.

LOT A) Switchboard maintenance service/Servizio di manutenzione

Maintenance of the following Switchboard device and relevant components as listed in Annex A:

Servizi di manutenzione del Sistema telefonico installato ed in uso presso l'ICTP come da componenti elencati nell'Annex A a questa lettera di invito RFP:

- Alcatel Omni PCX Office 4400 e componenti come elencati nell'Annex A

Il servizio si intende a corpo. Your proposal is intended for the global service.

Required services/*Requisiti richiesti:*

- Helpdesk available/*disponibile* 24 ore x 365 gg
- Office hours/*Orario di copertura:* 8:00 – 17:00
- *80% guasti bloccanti risolti nelle 8h lavorativil/response time* 8 hours for blocking breakdowns
- *manutenzione dei tutti componenti come elencato nell'allegato/maintenance coverage* of all components as listed in the Annex A

- *sostituzione e ripristino dei component HW e SW nel caso di guasto eccezion fatta dei materiali di consumi e/o deteriorabili/replacement and reinstallation of all HW/SW components in case of damage, except for consumables.*

Bidders should indicate the following:*i partecipanti devono indicare nella loro proposta tecnica quanto segue:*

- *le modalita' e garanzia di reperimento dei componenti di scorta/modalities and guarantee of a stock of spare parts.*
- *in generale itempi di risposta dalla chiamata e per la chiusura dell'intervento/guasto e sistema di monitoraggio dei servizi/ general response time from the call until the closure of the intervention and performance monitoring system.*

LOT B) Landline traffic service/Servizio telefonia con rete fissa

Nella seguente tabella sono riportati i dati dei consumi bimestrale in media:

The following are the Bimonthly average traffic statistics to be considered:

	locali		interurbane		mobili		internazionali		mobili internazionali	
	durata tot	durata med	durata tot	durata med	durata tot	durata med	durata tot	durata med	durata tot	durata med
AVERAGE x bimestre	413:45:47	0:02:55	122:02:38	0:03:34	213:42:14	0:02:40	120:46:21	0:04:40	67:36:07	0:04:57

Il concorrente deve garantire la presa in carico delle linee telefoniche intestate a questo Centro e la gestione delle chiamate uscenti ed entranti che accedono alla rete. Il traffico uscente e' classificato nelle seguenti tipologie e i partecipanti devono indicare nella loro proposta la tariffa per minuto per chiamata suddivisa come segue:

Bidders should guarantee the takeover of all the lines currently used by ICTP and all the incoming and outgoing calls. Pse the indicate fares per minute per call for the following destinations:

- *locali/local calls*
- *interurbane in Italia/calls in Italy*
- *mobile in Italia/mobile calls in Italy*
- *internazionali/ international calls*

LOT C) Mobile traffic service/Servizio telefonia mobile

Si richiede un proposta tariffaria per il seguente numero di SIM e traffico indicato/Bidders are requested to submit proposals to cover the following number of SIM cards and traffic:

- *dalle/from 30 alle/to 50 SIM for calls/data (>= 3GB x month) within Europe/chiamate/dati in Europa (>= 3GB x mese)*
- *dalle/from 5 alle/to 15 SIM data only within Europe, with possibility to exclude calls outside of Europe (>= 5GB per month or data bundle)/solo dati in Europa, con possibilita' di disabilitare chiamate/traffico dati fuori dall'Europa (>= 5GB mese o data bundle)*
- *una (1) SIM for high volume SMS traffic/produzione traffico SMS ad alto volume.*

Bidders should guarantee the takeover of all the lines currently used by ICTP and all the incoming and outgoing calls. *Il concorrente deve garantire la presa in carico delle linee telefoniche intestate a questo Centro.*

Minimum content of proposals/Modalita' di presentazione proposte

I partecipanti dovranno presentare una proposta tecnica redatta in base ai criteri sopraelencati, specifica per ogni Lotto o cumulativa, comprendente come minimo i seguenti documenti firmati dal rappresentante legale:

- 1. ANNEX IV – Proposal Submission Form signed by the legal representative of the participating company (please provide evidence), confirm acceptance of all UNESCO General Conditions of the future Contract LTA (format attached). *La firma di questo documento e' una dichiarazione di presa in visione di tutte le circostanze afferenti al contratto, conferma di disporre di una struttura imprenditoriale ed organizzativa idonea a garantire un efficiente gestione del servizio e accettazione di tutte le condizioni della lettera di invito RFP e della bozza di contratto LTA, che verra' firmato in caso di futura aggiudicazione.*
- 2. ANNEX VI – Vendor Information Form - *Vanno indicati dei dati societari e quelli del referente commerciale proposto a seguire il contratto e almeno tre (3) referenze nell'esecuzione di servizi similari negli ultimi tre anni;*
- 3. The Technical Proposal, describing among others, the proposed contract management, type of contract and conditions for the provision of landline and mobile traffic, frequency of invoicing, special conditions, etc.), the bidder's eligibility/qualification/experience documentation (such as company presentation, certificate of Chamber or Commerce, quality certificates etc.). - Evidence of dedicated service teams for the maintenance services at the local level and detailed information about the direct accountability of local branches that would be assigned the follow up of the contract.

La Vostra Proposta Tecnica deve descrivere, oltre a quanto richiesto sopra, il tipo di servizio offerto, le condizioni di fornitura, la descrizione della Vs. organizzazione imprenditoriale e la presenza di strutture locali per la gestione dei servizi di manutenzione e di uffici/addetti locali per la risoluzione dei guasti e referenti dedicati al rapporto con l'ICTP.

Dovra' inoltre essere incluso un certificato CCIAA con data non superiore ai tre mesi ed indicato il possesso di eventuali certificazioni di qualita'.

- 4. A separate sealed envelope containing the Price Proposal ANNEX V – Price Schedule Form, with your commercial proposal in Euro, with a validity of minimum ninety (90) days, net of any taxes (such as VAT).

L'offerta economica dovra' essere redatta sulla base dello schema economico Annex V della lettera di invito (allegato), con indicazione dei prezzi e dei piani tariffari per ogni lotto con una validita' dei prezzi di minimo 90 giorni..

L'offerta economica dovra' essere inserita in una busta separata sigillata, all'interno del plico principale di cui sopra, in quanto si procedera' all'apertura dell'offerta economica solamente a seguito della valutazione tecnica se questa avra' generato un punteggio minimo del 70% di quello a disposizione (vedasi art.23 della lettera di invito RFP).

L'aggiudicazione della gara verra' effettuata in due fasi, una valutazione tecnica ad insindacabile giudizio di questa amministrazione, sulla base dei criteri esposti nel punto 23 della lettera di invito RFP che assegnera' il 70% del punteggio finale. La valutazione finale tramite la sommatoria del punteggio tecnico con la valutazione del punteggio economico in proporzione al 30% del suo valore.

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 TELECOM/2018/07 NON APRIRE.

Le buste dovranno essere ricevute entro le ore 16.00 del giorno 16 aprile 2018 ore 16.00.

Questa amministrazione si riserva la facolta' di non appaltare in tutto o in parte oppure di posticipare l'aggiudicazione di parti o sezioni del Capitolato oggetto del presente bando senza che cio' possa da luogo a richiesta di compensi da parte della ditta offerente.

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. I partecipanti devono inserire la loro migliore offerta economica in una busta separata sigillata all'interno della busta principale.

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. I prezzi devono essere esenti IVA come da dichiarazione che verra' presentata da questo Centro all'atto dell'aggiudicazione.

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. L'offerta economica deve essere dettagliata e riportare i prezzi specifici per ogni servizio come da schema esemplificativo sottoriportato. The Price Schedule must provide a detailed cost breakdown.

4. Di prassi l'UNESCO non effettua pagamenti anticipati. La fatturazione potra' avvenire su base mensile o bimestrale ed il pagamento seguira' a 30 giorni dal ricevimento e verifica fatturazioni con bonifico bancario.

It is the policy of UNESCO not to grant advance payments.

Financial Proposal / Price Schedule					
Request for Proposal Ref:					
Total Financial Proposal [currency/amount]:					
Date of Submission:					
Authorized Signature:					
Description of Activity/Item		Monthly rate Euro prezzo mensile Euro	12 mesi	TotaleTotal annuale/yearly Euro	
A	Maintenance switchboard/Manutenzione centralino Alcatel Omni PCX Office 4400 e componenti come elencati nell'Annex A				
Description of Activity/Item		Rate per call/minute euro		Total euro]	
B	Landline traffic				
1	• locali/local calls				
2	• interurbane in Italia/calls in Italy				
3	• mobile in Italia/mobile calls in Italy				
4	• internazionali/ international calls				
Description of Activity/Item		Rate per call/minute euro		Total euro]	
C	Mobile Traffic				
1	• SIM (>= 3GB x month) with Europe/chiamate/dati in Europa (>				

	3GB x mese) •			
2	• SIM data only within Europe, with possibility to exclude calls outside of Europe (>= 5GB per month or data bundle)			
3	• SIM for high volume SMS traffic			

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 TELECOM/2018/07 - ANNEX A

Elenco dei componenti da coprire nel contratto del servizio:

- x Componente è fuori produzione;
- ? Da verificare
- * Guasto (non rimpiazzato)

	SCHEDA	FUNZIONE SCHEDA	Q.TA	Note
PBX LICENSES				
	i	Omni-PCX Enterprise		R.09-h1.301-25-a-it-c6s2
			Max	Use
X		PO 4059	3	1
		Users	1000	803* tel sets plus other services
		Dect Users	130	110
		Clip Users	200	34
		Phonebook Users	30	17
UPS-POWER STATION				
X	PS	Alim BragaMoro	2	
X	UPS	UPS BragaMoro	1	
PBX SHELVES				
		A4400 Crystall shelf	2	
X	VH	Voice-Hub Master	3	
X	VH	Voice-Hub Slave	1	
	GDI	OXE GDI Master	1	
PBX LOGICAL CARDS				
	CPU6	CPU	2	
	MMSFD	Memoria HD e FD	1	
	GPA	Conferenza a 29	1	
	RMA	Connessioni di Servizio	1	
	USCVG	Messaggistica PBX		
*	VPU5	Voice Mail		
PBX OUT-LINKS				
	PRA	Link PRI ISDN Telecom	1	
	PRA2	Link PRI ISDN Wind	1	Proprieta Wind
X	BRA	Link BRA ISDN Fax-GW	1	
	BRA2	Link BRA ISDN VoIP	1	
PBX-LINKS				
X	INTOF_A	Link FO PBX	2	
X	INTOF2A	Link FO	1	
X	INTOF_B	Link FO REM	3	
	INTIPA	Link IP PBX	2	

INTIPB	Link IP REM	1
GD	Link IP > ULAB-LB	1

DIGITAL SETS CARDS

X	DECT4HB	Dect x 4 Antenne	5
	DECT8	Dect x 8 Antenne	4
	eUA32	Card Tel Digitali 32p	1
	MIX244	Card Tel Digitali/Dect	1
X	UA16	Card Tel Digitali 16p	1
X	UA32	Card Tel Digitali 32p	2
	4070 IA	Antenne Dect	31

ANALOGICAL SETS CARDS

X	Z24	Card Tel Anlaogici 24p	7
X	Z24_2	Card Tel Anlaogici 24p	2
X	Z32	Card Tel Anlaogici 32p	3
	eZ32	Card Tel Anlaogici 32p	12
	SLI 16(Z)	Card Tel Anlaogici 16p	2

DIGITAL SETS TELEPHONES

X	OP 4059	Operatori 4059	2	Pc Feature
X	OP 4034	Operatori 4034	1	
X	4003	Tel Digitali 4003	17	
X	4010	Tel Digitali 4010	4	
X	4020	Tel Digitali 4020	23	
?	4035T	Tel Digitali 4035	15	

ANALOGICAL SETS TELEPHONES

Tel Analogici	602	602 Analog Sets
Analog Lines for services	45	45 (Fax, Modem, Old TA)

DECTS

X	400 DECT	Tel Alcatel Dect	4
?		Antenne DECT 4070 IA	31

TELEPHONE NETWORK

Cablaggio distribuito su 5 Palazzi

SISSA SETS (Garanzia ?)

4008	Tel IP	64
**	IP Licenses	64
4070 IA	Antenne DECT	6

Connected with LB PBX

LTA N°:

(Please quote this reference in all correspondence and communications)

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



THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION

and Name

(hereinafter called 'the Contractor')

(hereinafter called 'UNESCO')

the headquarters of which are situated
in Paris

Address

*Name of Sector/Division, Section,
Unit or Name of Field Office*Vendor
Number

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

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

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

Article 1 – Agreement Documents

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

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

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

Article 2 – Obligations of the Contractor

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

Article 3 – Prices and payment

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

Article 4 - Special conditions

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

Article 5 - Delivery Terms and Time

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

Article 6 - General Terms and Conditions

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

Article 7 - Entry into Force and Period of the Agreement

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

Article 8 - Notices

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

Article 9 - Amendments

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

Signed on behalf of “UNESCO”:

Authorised Signature

Date:

Signed on behalf of the “CONTRACTOR”:

Authorised Signature

Date:

Annex I: General Conditions of Contract for Professional Services

Annex II: Terms of Reference

Annex III: Price Schedule

ANNEX I: General Conditions of Contract 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

Initials:

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

Initials:

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: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

Initials:

ANNEX II: TERMS OF REFERENCE FOR PROFESSIONAL SERVICES

ANNEX III: PRICE SCHEDULE