



## RICHIESTA DI OFFERTA - REQUEST FOR QUOTATION

Spett. Ditta Messrs.	RIFERIMENTO ICTP - DA MENZIONARE NELLA CORRISPONDENZA - <i>RFQ. no.</i>	BID DIPL/2017/16
	DATA - <i>DATE</i>	13/09/2017
	SCADENZA PRESENTAZIONE OFFERTE - <i>Deadline for presentation of offers</i>	22/09/2017 ore 14:00 (14.00 hrs)
	TOTALE NR. DI PAGINE - <i>no. of pages</i>	5
	RIFERIMENTO ICTP- <i>Reference office</i>	procure@ictp.it / 040.2240635-506
	RIF.TO TECNICO - <i>Technical reference</i>	C. Onime, ICTS

CON LA PRESENTE SIETE INVITATI ALLA PRESENTAZIONE DELLA VS.MIGLIORE OFFERTA via mail PEC: [procure@pec.ictp.it](mailto:procure@pec.ictp.it) A QUESTO CENTRO PER LA FORNITURA DI: NR.30-40 LAPTOPS CON LE CARATTERISTICHE TECNICHE DI CUI AL CAPITOLATO ALLEGATO - QUESTO CENTRO SI RISERVA DI DECIDERE AL MOMENTO DELL'AGGIUDICAZIONE LA QUANTITA' DEI PRODOTTI RICHIESTI:  
 YOU ARE INVITED TO SUBMIT YOUR QUOTATION OFFERING YOUR BEST PRICES AND DELIVERY CONDITIONS to the mail [procure@ictp.it](mailto:procure@ictp.it) TO ICT FOR GOODS AND RELATED SERVICES AS DESCRIBED IN THE ATTACHED SPECIFICATIONS (FINAL QUANTITY WILL BE DETERMINED AT THE TIME OF THE ORDER):

N.	DESCRIZIONE MATERIALE/SERVIZI <i>description of goods/services</i>	QUANTITA' <i>q</i> <i>.ty</i>	U.M <i>unit</i>	EURO	EURO	
				PREZZO UNI T. <i>unit price</i>	TOTALE <i>total price</i>	
1	Computer portatili come da capitolato allegato; <i>Laptops configured as per attached specifications</i>	30-40	ea./ ciasc.			
TOTALE PREZZO MATERIALI/SERVIZI - <i>total price</i>					Euro	
IMBALLO/TRASPORTO - <i>packing, freight costs</i>					Euro	
ALTRI COSTI - <i>other costs</i>					Euro	
PREZZO TOTALE FRANCO NS. SEDE TRIESTE - <i>TOTAL PRICE DAP Trieste, Italy</i>					Euro	

**PREGHIAMO SPECIFICARE - PLEASE SPECIFY:**

VS. TEMPI DI CONSEGNA dalla data dell'ordine - <i>delivery time:</i>	
VALIDITA' DELL'OFFERTA - <i>validity of quotation:</i>	
GARANZIA INTERNAZIONALE - <i>International warranty conditions: MIN. 2 ANNI - MIN.2 YEARS</i>	
ALTRO - <i>other:</i>	
CONDIZIONI DI FORNITURA GENERALI <i>General Terms and Conditions</i>	UNESCO General Terms and Conditions (di cui questo Centro fa parte - pag. 2) - <i>UNESCO General terms and Conditions (see page 2)</i>
CONDIZIONI DI PAGAMENTO <i>Payment terms</i>	BONIFICO BANCARIO a 30 giorni - FATTURAZIONE in esenzione da IVA come da dichiarazione che verra' presentata all'atto dell'ordine. <i>30 days net upon receipt of invoice and supporting documents by bank transfer. Invoice VAT exempt (as per declaration to be presented at the time of the order).</i>
ISTRUZIONI PER LA CONSEGNA <i>Delivery terms</i>	Franco ns.sede Strada Costiera 11, 34151 Trieste - <i>DAP ICTP Strada Costiera 11, 34151 Trieste, Italy</i>

PER L' ICTP/For ICTP:	DITTA CONCORRENTE (PER ACCETTAZIONE CONDIZIONI ICTP SOPRAMENZIONATE; Bidder acceptance of above conditions)
U. Singe Interim Head, Budget and Finance  	NOME/Name TITOLO/Title TAMBRO E FIRMA/Stamp & Signature
DATA/Date 13/09/2017	DATA/Date

# GENERAL TERMS AND CONDITIONS FOR GOODS AND RELATED SERVICES

## 1. ACCEPTANCE OF THE CONTRACT

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

## 2. GOODS AND SERVICES DEFINED

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

## 3. PAYMENT

UNESCO shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Contractor's invoice for the goods and copies of the shipping documents specified in this Contract. Payment by UNESCO does not imply acceptance of goods nor of any related work or services under this Contract. All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Contractor. All payments shall be effected by bank transfer. UNESCO shall be responsible for its own banking fees but any possible intermediary banking fees, as well as the beneficiary's own banking fees, shall be the responsibility of the Contractor.

## 4. TAX EXEMPTION

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

## 5. TRADE TERMS

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

## 6. EXPORT LICENSES

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

## 7. INSPECTION AND ACCEPTANCE

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

## 8. FITNESS OF GOODS INCLUDING PACKAGING

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

## 9. AFTER SALES SERVICE

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

## 10. INDEMNIFICATION

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

## 11. PATENT INDEMNIFICATION

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

## 12. FIRE AND EXTENDED COVERAGE INSURANCE

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

## 13. VARIATION IN QUANTITIES

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

## 14. CHANGES

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

## 15. TERMINATION FOR CONVENIENCE

UNESCO may terminate this Contract, in whole or in part, upon notice to the Contractor. Upon receipt of notice of termination, the

Initials :

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

#### 16. REMEDIES FOR DEFAULT

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

#### 17. LIQUIDATED DAMAGES FOR DELAY

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

#### 18. FORCE MAJEURE

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

#### 19. SOURCE OF INSTRUCTION

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

#### 20. OFFICIALS NOT TO BENEFIT

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

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

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

#### 22. ASSIGNMENT AND INSOLVENCY

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

#### 23. CHILD LABOUR

The Contractor represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights

set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

#### 24. MINES

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

#### 25. ARBITRATION

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

Where, in the course of such direct negotiation referred to 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.

#### 26. PRIVILEGES AND IMMUNITIES

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

#### 27. 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 27 above.

#### 28. 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.

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## ANNEX SPECIFICHE TECNICHE TECHNICAL SPECIFICATIONS

DIPL/2017/16

Processore/Processor	Intel Core i5-7200U
Sistema operativo/Operating system	Windows 10 Home English version
Disco rigido/Hard disk	256GB SSD (or more)
Memoria RAM	8GB RAM (minimum)
Schermo/Screen	preferenze/preferable 14.1" maximum
Risoluzione/Resolution	uguale o maggiore 1.366 x 768 (minimum)
Uscita/exit HDMI	disponibile/available
Uscita/exit VGA	optional
Webcam	integrata/integrated
Ethernet	optional
Wireless	integrata/integrated
Bluetooth	integrato/integrated
Batteria	durata minima 8 ore/minimum duration 8 hrs
Tastiera/Keyboard	UK/US international
Power	Auto Voltage (110-230 V)
Peso/Weight	uguale o inferiore a 2.7Kg/equal or less than 2.7 Kg.
Garanzia Internazionale/ International guarantee	minimo 2 anni/at least 2 years

Vi preghiamo di voler specificare tutte le caratteristiche delle macchine offerte allegando brochure o descrizioni tecniche che permettano di valutare le macchine in tutti i componenti di cui alle specifiche richieste.

Le macchine dovranno essere conformi ai requisiti minimi in materia di sostenibilità ambientali, in particolare di consumo di energia, certificati dal marchio Energy Star (min. 6.0 specificare) e, garantire il possesso di certificazioni o altri marchi di sostenibilità ambientale quali ECO DECLARATION (ECMA- 370), certificato EPEAT, TCO, European Ecolabel, Blue Angel, Nordic Swan o altri (specificare quali) avrà un punteggio maggiore come specificato nella tabella dei punteggi che segue.

*Please specify any environmental criteria such as Energy Star (latest), EPEAT, ECO DECLARATION (ECMA- 370), and others such as Blue Angel, Nordic Swan or others.*

E' richiesta disponibilità a fornire un PC portatile in prova all'atto della selezione, se necessario, prima dell'aggiudicazione finale.

*Availability to supply a laptop for testing, on demand during the evaluation process, is required.*

## CRITERI DI VALUTAZIONE OFFERTE - DIPL/2017/16

Verranno esaminate solo le offerte che avranno ottemperato alle condizioni minime richieste sopra. La gara verrà aggiudicata all'offerente che avrà ottenuto il punteggio maggiore, come dalla seguente tabella (il requisito minimo di cui sopra corrisponde al punteggio base, ogni offerta migliorativa porterà ad un aumento di punteggio):

	Criteri	Punteggi
Prezzo		60
Caratteristiche tecniche	Durata della batteria	min 3, max 5
	Dimensioni schermo	min 2, max 4
	Risoluzione video	min 3, max 5
	Peso	min 3, max 5
	Optionals	min 1, max 5
Criteri ambientali	Consumi energetici (Energy Star 6.0) e altri marchi ambientali	4
	Conformità con le direttive comunitarie sul RoHS (2002/95/EC)	2
Tempi di consegna		min 3, max 5
Garanzia internazionale e/o durata garanzia		min 2, max 5
<b>Punteggio massimo ottenibile</b>		<b>100</b>

La valutazione economica (60 punti) verrà effettuata con il seguente principio/calcolo, solo sulle offerte che avranno superato la valutazione tecnica sul possesso di tutti i requisiti tecnici minimi. L'offerta con il prezzo più basso otterrà il punteggio massimo (60), le altre offerte otterranno un punteggio calcolato con la seguente formula: prezzo più basso/altro prezzo \* punteggio massimo.

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.

Questa amministrazione si riserva inoltre la facoltà 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 ciò possa dar luogo a richiesta di compensi da parte della Ditta offerente.

Il Centro non sarà inoltre tenuto a giustificare in alcun modo le motivazioni e a rendere pubblici i dettagli dell'aggiudicazione della presente gara.

### EVALUATION MATRIX / WEIGHTING CRITERIA

Only the price proposal of those bidders, who will meet the above minimum technical requirements will be considered. The contract will be awarded to the bidder that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below:

	<i>Criteria</i>	<i>Maximum Points</i>
<i>Price</i>		60
<i>Technical Characteristics</i>	<i>Battery</i>	<i>minimum 3, maximum 5</i>
	<i>Screen Size</i>	<i>minimum 2, maximum 4</i>
	<i>Video Resolution</i>	<i>minimum 3, maximum 5</i>
	<i>Weight</i>	<i>minimum 3, maximum 5</i>
	<i>Optionals</i>	<i>minimum 1, maximum 5</i>
<i>Environmental Rating</i>	<i>Power Consumption</i>	4
	<i>RoHS Compliance</i>	2
<i>Delivery Time</i>		<i>minimum 3, maximum 5</i>
<i>International warranty and duration</i>		<i>minimum 2, maximum 5</i>
<b>Maximum Obtainable Points</b>		<b>100</b>

Evaluation of the price proposals (of all Bidders who have passed the technical evaluation) will be based on the weight scoring method as follows: 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. 60), for other prices the points are assigned based on the following formula: [Amount of points = lowest price/other price \* total points obtainable for financial proposal].