



United Nations  
Educational, Scientific and  
Cultural Organization

Organisation  
des Nations Unies  
pour l'éducation,  
la science et la culture

## SOLICITUD DE COTIZACIÓN

**Ref.: 37-2018 Extensión II**

Estimados señores/Estimadas señoras:

La Oficina en México de la Organización de las Naciones Unidas para la Educación, la Ciencia y la Cultura (UNESCO) invita a presentar Ofertas cerradas para el establecimiento de un contrato para la renta de un sistema de andamiaje o para la adquisición de materiales para un sistema de andamiaje que será colocado en un monumento histórico conforme a la presente Invitación.

La Invitación a Presentar Ofertas está conformada por esta carátula y los siguientes anexos:

<b>Part 1</b>	<b>Solicitud de cotización</b>
<u>Anexo I</u>	<u>Descripción detallada de los Bienes y Servicios</u>
<u>Anexo II</u>	<u>Instrucciones para los Oferentes</u>
<u>Anexo III</u>	<u>Formato de Presentación de Propuestas</u>
<u>Anexo IV</u>	<u>Formato de Manifestación de Interés para Participar</u>
<u>Anexo V</u>	<u>Formato de Información del Oferente</u>
<b>Part 2</b>	<b>Contrato</b>
<u>Anexo VI</u>	<u>Términos y Condiciones Generales para Bienes y Servicios (para opción de compra)</u>
<u>Anexo VII</u>	<u>Términos y Condiciones Generales para Servicios (para opción de renta)</u>

La Oferta debe entregarse en sobre cerrado en Av. Presidente Masaryk #526, piso 3, Col. Polanco, 11560, Ciudad de México antes del día **20 de julio de 2018, a las 17:00 hrs.** (hora de la Ciudad de México, México) con la siguiente leyenda:

Solicitud de cotización No.37-2018  
**Oficina de la UNESCO en México**  
**OFERTA CERRADA-NO ABRIR**

**O por vía electrónica** a la dirección de correo: [procurement.mexico@unesco.org](mailto:procurement.mexico@unesco.org)

Esta carta no debe interpretarse en modo alguno como una Propuesta de contrato con su empresa. Sin embargo, su Propuesta podría constituir la base de un contrato entre su compañía y la UNESCO.

Se solicita atentamente a los Oferentes **manifestar su interés de participar en la presente Cotización**, a más tardar el **4 de julio de 2018**, mediante la presentación del "Formato de Manifestación de Interés para Participar" (anexo IV) **en sobre cerrado o por vía electrónica** a la dirección de correo: [procurement.mexico@unesco.org](mailto:procurement.mexico@unesco.org) dirigido a:

**Nuria Sanz, Representante en México**  
**UNESCO**  
leyenda/asunto:  
**Ref. Solicitud de cotización no. 37-2018**  
**MANIFESTACIÓN DE INTERÉS**

## **Antecedentes**

El sismo del pasado 19 de septiembre de 2017 produjo afectaciones importantes en el Ex Convento de la Asunción de Nuestra Señora, ubicado en Municipio de Tochimilco, Puebla. Este monumento histórico forma parte del Sitio del Patrimonio Mundial de la UNESCO “Primeros Monasterios del siglo XVI en las Laderas del Popocatepetl”.

Dada la magnitud de los daños producidos en el patrimonio cultural de diversos estados del país, las autoridades nacionales han solicitado el acompañamiento tanto económico como técnico de la cooperación internacional. En este marco, la Oficina de la UNESCO en México realiza hoy diversas tareas de apoyo para la rehabilitación del Templo de Tochimilco.

Como parte de este proceso, que llevará al desarrollo de un proyecto para la consolidación estructural y la rehabilitación arquitectónica del inmueble, se ha contemplado la necesidad de colocar un sistema de andamiaje estructural en la nave principal del templo de Tochimilco, la cual, sufrió fracturas y agrietamientos severos que comprometen su estabilidad.

Este sistema debe cumplir eficazmente con las funciones de proveer soporte preventivo a las bóvedas de la nave y de ser útil para los procesos de diagnóstico y trabajos de rehabilitación y restauración.

Por acuerdo de las partes a cargo del proyecto, el primer paso para la construcción de este sistema de andamiaje consistirá en la colocación de un sistema de marcos estructurales que serán colocados para crear un primer módulo, el cual estará ubicado en la zona más vulnerable del templo. Este módulo será complementado más adelante con otros tres. El objeto de la presente solicitud de cotización es exclusivamente un primer módulo.

Las definiciones y especificaciones técnicas que aquí se presentan han sido elaboradas con información documental aportada por la Oficina de la UNESCO en México y otras autoridades nacionales, quienes, a su vez, formarán parte del cuerpo colegiado que dictaminará las propuestas que se reciban.

A continuación, se presenta un cuadro general. Las especificaciones técnicas, las condiciones especiales y los planos se incluyen en el **anexo I-Descripción detallada de bienes y servicios**.

**La UNESCO escogerá una de las siguientes opciones dependiendo de la combinación más favorable en términos de costo, calidad y condiciones.**

PARTIDA NO.	DESCRIPCIÓN DE BIENES Y SERVICIOS	CANTIDAD	UNIDAD	DURACIÓN DEL CONTRATO	TIEMPO DE ENTREGA
1	RENTA MENSUAL DE UN SISTEMA DE ANDAMIAJE DE ACUERDO A ESPECIFICACIONES DEL ANEXO I	1	pieza	7 meses	Máximo 20 días naturales
2	RENTA MENSUAL DE UN SISTEMA DE ANDAMIAJE DE ACUERDO A ESPECIFICACIONES DEL ANEXO I (OPCIÓN SUJETA A DISPOSICIÓN DE FONDOS Y A LA NECESIDAD DE TRABAJOS COMPLEMENTARIOS EN EL SITIO)	1	pieza	1 año 7 meses	Máximo 20 días naturales
3	COMPRA DE MATERIALES PARA UN SISTEMA DE ANDAMIAJE DE ACUERDO A ESPECIFICACIONES DEL ANEXO I	1	pieza	--	Máximo 20 días naturales

#### CONDICIONES GENERALES DE LA UNESCO

POLÍTICA DE PAGO	La UNESCO no da anticipos; realiza el pago dentro de los 30 días después de haber recibido los bienes y la factura correspondiente a satisfacción.
CONDICIONES DE ENTREGA	Los bienes y/o servicios se entregarán físicamente en: Ex Convento de la Asunción de Nuestra Señora, ubicado en Municipio de Tochmilco, Puebla

## ANEXO I – Descripción detallada de los bienes y servicios

### SISTEMA DE ANDAMIAJE PARA MÓDULO DE 1 ENTRE EJE ARCO-ARCO

#### ESPECIFICACIONES TÉCNICAS.

TIPO DE MÓDULO	COMPRA	TIEMPO DE ENTREGA MÁXIMO – 20 DÍAS NATURALES
<b>SISTEMA DE MARCOS ESTRUCTURALES</b>		ESPECIFICAR TIEMPO DE ENTREGA
Marco tubular cédula 40, estructural de 2.00x1.50 metros, tijera tubular cédula 30, bases niveladoras, cabezal tipo "U". (O SIMILAR)		
ESPECIFICACIÓN	UNIDAD	ESTIMACIÓN CUANTITATIVA
Marco tubular estructural de 1.22 metros de largo x 2.00 metros de altura, tubo perimetral cédula 40 de 1 1/2", tubos horizontales intermedios cédula 30 de 3/4". (O SIMILARES)	PIEZA	328
Cruceta cédula 30 diámetro 3/4", estructural de 1.92 metros de longitud. (O SIMILARES)	PIEZA	592
Base niveladora con placa de acero A36 de 1/4" de 20x20 centímetros con tornillo nivelados de 1 1/4". (O SIMILARES)	PIEZA	96
Cabezal tipo "U" a base de placa de acero A36 de 1/4" con tornillo nivelador. (O SIMILARES)	PIEZA	96

## **ANEXO I – Descripción detallada de los bienes y servicios**

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### **Condiciones adicionales.**

Los cuerpos de andamio deben ser de línea, fabricados por una empresa de reconocido prestigio sobre estos productos.

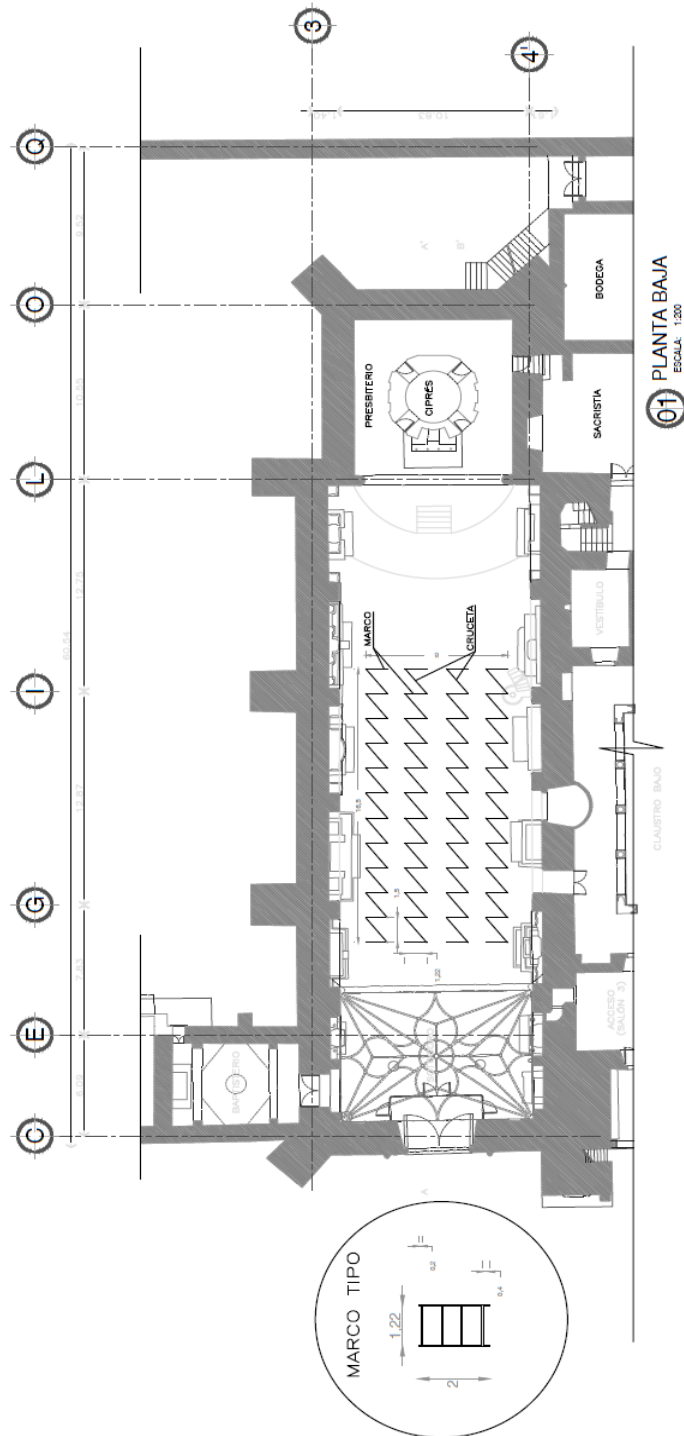
El andamiaje que se construya con estos implementos debe tener capacidad suficiente para soportar cargas de por lo menos 5 toneladas por apoyo.

Los concursantes deben aportar especificaciones y detalles constructivos de conexiones, crucetas, escaleras, bases niveladoras y herrajes en general, incluidos cabezales y vigas de soporte.

## ANEXO I – Descripción detallada de los bienes y servicios Planos

### PLANO 1/ PLANTA PARA EL APUNTALAMIENTO

SISTEMA DE ANDAMIAJE COMBINADO ESTRUCTURAL  
TEMPLO DE TOCHIMILCO





## ANEXO II – Instrucciones para los Oferentes

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### A. INTRODUCCIÓN

#### 1. General

UNESCO en su calidad de contratante invita a empresas legalmente constituidas a remitir Ofertas Cerradas para los bienes o servicios que se especifican en la presente Invitación.

#### 2. Oferentes elegibles

Los Oferentes no deben estar ni haber estado asociados directa o indirectamente con una firma o empresas afiliadas que hayan sido contratadas por el contratante para prestar servicios de consultoría para la preparación del diseño de los documentos que se utilicen para la adquisición de productos conforme a la presente Invitación. Los Oferentes deberán ser empresas legalmente constituidas o grupos constituidos por empresas en participación.

La presente invitación está abierta a todos los proveedores nacionales e Internacionales legalmente constituidos que puedan proveer los Bienes o Servicios solicitados.

Los Oferentes no son elegibles si al momento de la presentación de la Propuesta:

- (a) El Oferente se encuentra dentro de la lista de exclusión publicada en el portal global para proveedores de la Organización de las Naciones Unidas (<http://www.unqm.org>) debido a actividades fraudulentas.
- (b) El nombre del Oferente aparece en las Lista consolidada de Sanciones del Consejo de Seguridad de las Naciones Unidas, la cual incluye a todo individuo y entidad sujeto a sanciones impuestas por el Consejo de Seguridad.
- (c) El Oferente está excluido de la lista de proveedores del Banco Mundial.

Todos los proveedores que estén interesados en establecer una relación comercial con la UNESCO deberán sujetarse a [El Código de Conducta de los Proveedores de Naciones Unidas](#)  
La UNESCO:

- Rechazará cualquier Propuesta para adjudicar un contrato si determina que el proveedor recomendado para la adjudicación del mismo se ha involucrado en fraude y corrupción durante el proceso de selección.
- Cancelará o terminará el contrato si determina que el proveedor se ha involucrado en fraude y corrupción al competir por o en la ejecución de un contrato de la UNESCO.
- Declarará a un proveedor inelegible indefinidamente o por un periodo señalado para ser un proveedor registrado de Naciones Unidas si el proveedor se ha involucrado en fraude y corrupción en cualquier momento al competir por o en la ejecución de un contrato de la UNESCO.

Se deberá remitir a la Oficina de Supervisión Interna cualquier inquietud o evidencia de un acto de corrupción o fraude que haya tenido lugar o esté teniendo lugar en relación a un contrato de la UNESCO. Favor de referirse a [como-reportar-fraude-corrupción-o-abuso](#).



### **3. Costos de la Propuesta**

El Oferente se hará responsable de todos los costos asociados a la preparación y presentación de la Oferta, y la UNESCO en ningún caso será responsable por dichos costos, independientemente del proceso o resultado del proceso de selección y adjudicación.

### **4. Sesión de preguntas y respuestas previa a la Presentación de Propuestas**

La UNESCO organizará una sesión de preguntas y respuestas entre el **17 de julio de 2018**.

## **B. PREPARACIÓN DE LAS OFERTAS**

### **5. Idioma de las Propuestas**

Las Propuestas, así como toda la correspondencia y documentos relativos a la Licitación deben redactarse en español. Sin embargo, el contrato y sus términos y condiciones serán firmados en inglés.

### **6. Documentos a incluir para la presentación de la Oferta**

La Propuesta debe contener los documentos siguientes:

- (a) Formato de Presentación de Propuesta (anexo III);
- (b) Formato de registro de información del Oferente (anexo V);
- (c) Estimación cuantitativa con precios;
- (d) Copias de los documentos originales que definan su constitución o estatus legal, lugar de registro, comprobante de la dirección principal del negocio del Oferente e información curricular de la empresa.
- (e) Referencias de clientes – incluir al menos 3 referencias con datos de contacto.
- (f) Especificaciones técnicas de los materiales cotizados, señalando marca y modelo.
- (g) Información relativa a cualquier litigio actual o de los últimos cinco años en el que el Oferente estuvo o está involucrado, a las partes interesadas, a los montos disputados y a los fallos;

### **7. Moneda y costos de la Oferta**

Todos los precios deben cotizarse en la moneda nacional (peso mexicano). El Oferente deberá indicar en la Estimación Cuantitativa los costos unitarios (si aplica) y el costo total de los bienes y/o los servicios que el Oferente propone suministrar y que se estipulan en el contrato.

### **8. Validez de las Ofertas**

Los precios de las Ofertas tendrán validez durante 90 días a partir de la fecha límite para la presentación de Ofertas.

## **C. ENTREGA DE PROPUESTAS**

## **9. Formato y Firma de Ofertas**

El Oferente debe entregar la Oferta en sobre cerrado en Av. Presidente Masaryk #526, piso 3, Col. Polanco, 11560, Ciudad de México antes del día 20 de julio de 2018, a las 17:00 hrs. (hora de la Ciudad de México, México) con la siguiente leyenda:

Solicitud de cotización No.37-2018  
**Oficina de la UNESCO en México**  
**OFERTA CERRADA-NO ABRIR**

**O por vía electrónica** a la dirección de correo: [procurement.mexico@unesco.org](mailto:procurement.mexico@unesco.org)

Todas las Propuestas que reciba la UNESCO después del plazo para la Presentación de Propuestas serán rechazadas y se devolverán sin abrir al Oferente.

## **D. APERTURA Y EVALUACIÓN DE OFERTAS**

### **10. Apertura de Ofertas**

La UNESCO abrirá todas las Propuestas después de la fecha límite de recepción de Propuesta y de conformidad con las reglas y lineamientos de la Organización. La apertura de las Propuestas se puede o no hacer en público.

### **11. Aclaración de Ofertas**

La UNESCO podrá a su propia discreción, pedir al Oferente la aclaración de su Oferta para apoyar la Evaluación. La solicitud de aclaración y la respuesta deberán ser por escrito y ningún cambio substancial en el precio y en el contenido de la Oferta serán considerados, ofrecidos o permitidos.

## **E. ADJUDICACIÓN DEL CONTRATO**

### **12. Criterios para la adjudicación**

La UNESCO adjudicará una orden de compra o contrato de servicios al Oferente que presente la Propuesta económica más baja que cumpla todas las condiciones y especificaciones técnicas de la Invitación a Presentar Ofertas.

La UNESCO se reserva el derecho de rechazar cualquier Oferta, de anular el proceso de Invitación a Presentar Cotizaciones y de rechazar todas las Ofertas en cualquier momento antes de la adjudicación de la Orden de Compra y/o Contrato, sin que por ello incurra en responsabilidad alguna frente a uno o más Oferentes afectados ni obligación alguna de proveer información sobre los motivos de la decisión del comprador.

### **13. Derecho a modificar los requisitos al momento de la adjudicación y a negociar**

La UNESCO se reserva el derecho de modificar la cantidad de bienes y servicios especificados en la Solicitud de Cotización al momento de adjudicar el contrato.

La UNESCO se reserva el derecho de entablar negociaciones sobre la Oferta.

### **14. Notificación de la Adjudicación**

Antes de la finalización de la vigencia de la Oferta, la UNESCO enviará el Contrato al adjudicatario. El Contratista firmará y fechará el contrato y lo devolverá con acuse de recibo. La aceptación del presente contrato constituirá un contrato entre las partes, cuyos derechos y obligaciones se regirán exclusivamente por las condiciones establecidas en el presente contrato.

**15. Firma del contrato**

El Proveedor firmará y fechará el contrato y lo devolverá a la UNESCO dentro de los 7 días siguientes a su recepción.

**H. PAGO**

**16. Condiciones de Pago**

La UNESCO procederá a realizar el pago en los 30 días subsecuentes a la recepción de la factura y confirmación de la recepción de los productos o servicios.

**17. Moneda del pago**

El Pago se hará en la moneda especificada en el Contrato.

**Para: UNESCO México**

(El presente Formato será parte integral de la Oferta)

Estimado Señor/Estimada Señora,

Después de analizar los documentos de la Invitación para Presentar Ofertas de la Solicitud de Cotización de la UNESCO No. 37-2018, cuya recepción se certifica mediante este documento, el/la suscrito/a, propone rentar un sistema de andamiaje que será colocado en la nave principal del Ex Convento de la Asunción de Nuestra Señora, Monumento Histórico ubicado en el Municipio de Tochimilco en Puebla o suministrar los insumos para el andamiaje previamente mencionado, de conformidad con lo manifestado en la mencionada Invitación para Presentar Ofertas por un monto de MXN *[monto total de la Propuesta en números y palabras]* según el caso, tal como puede constatarse en la Hoja de Costos anexa a la presente Oferta y que formará parte integral de la misma.

Nos comprometemos, si nuestra Oferta fuera aceptada, a realizar los trabajos de acuerdo al Anexo-Alcance de los Trabajos, Anexo-Estimación cuantitativa, Anexo-Especificaciones Técnicas, Anexo-Planos, Anexo-Términos Generales y Condiciones, Anexo-Condiciones Especiales y hasta lo delimiten los alcances de la Invitación a Presentar Ofertas de la Solicitud de cotización de la UNESCO No. 37-2018.

A condición de que el Contrato fuera expedido por la UNESCO dentro del periodo de validez de la Oferta que se presenta, el/la que suscribe ofrece a través de este medio, sujeto a los términos del Contrato y a los precios ofrecidos, entregar los insumos dentro de un periodo de 20 días naturales, una vez que se haya firmado el Contrato.

Entendemos que la UNESCO no está obligada a aceptar ninguna Oferta que reciba.

Nombre del Oferente:	
Domicilio del Oferente:	

Firma del representante legal de la empresa Oferente:	
Nombre y cargo del representante legal:	
Fecha:	

## ANEXO IV - Formato de Manifestación de Interés para Participar

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A ser completado y enviado a la UNESCO a más tardar dentro de los ocho (9) días naturales después de la fecha de publicación de la Invitación a Presentar Ofertas No. 37-2018.

Vía email a: [procurement.mexico@unesco.org](mailto:procurement.mexico@unesco.org)

Sra. Nuria Sanz

Cotización No: Representante de la UNESCO en México  
37-2018

I.  **Sí, tenemos la intención de presentar una Propuesta.**

O

II. Lamentamos informarle que **no estamos en posibilidades de presentar** una Propuesta en respuesta a la Invitación a Presentar Propuestas arriba mencionada, debido a la(s) siguiente(s) razones:

- Los productos/servicios solicitados no están en la gama de productos que trabajamos
- En estos momentos, no estamos en capacidad de presentar una Propuesta competitiva para los trabajos solicitados
- Los productos/servicios solicitados no están disponibles por el momento
- No nos es posible cumplir con las especificaciones requeridas
- El plazo otorgado no es suficiente para preparar nuestra Oferta
- No nos es posible cumplir con los plazos de entrega
- No nos podemos sujetar a los términos y condiciones (favor de especificar, por ejemplo, forma de pago, garantías, etc.)
- La información proporcionada en la Invitación es insuficiente
- Nuestra capacidad operativa está llena
- Tenemos que dar prioridad a otros trabajos previamente contratados
- No damos servicio post-venta en el país de destino
- Otros (favor de especificar) .....

En caso de que la UNESCO tuviera alguna pregunta sobre en el supuesto de que usted no tiene intenciones de participar en esta Solicitud de cotización, favor de contactar a:

Sr./Sra. ....(nombre de la persona responsable de parte del Oferente).....  
quien podrá responder.

Nombre del Oferente:

Firma autorizada

Fecha:

## ANEXO V – Formato de registro de información del Oferente

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### Información General:

Nombre de la Empresa:	
Ciudad y País:	
Sitio Web (URL):	
Contact Person:	
Cargo del responsable de la información:	
Teléfono:	
Dirección de correo electrónico:	

### Experiencia del Oferente:

Los Oferentes deberán enlistar los contratos que le han sido adjudicados y aquellos que están en curso:

#### Para opción de renta:

CONTRATOS FINALIZADOS				
No	Nombre y descripción de la naturaleza de los trabajos	Contacto (nombre, tel. y correo electrónico)	Valor de los trabajos en USD o MXN	Duración del contrato
CONTRATOS EN CURSO				
No	Nombre y descripción de la naturaleza de los trabajos	Contacto (nombre, tel. y correo electrónico)	Valor de los trabajos en USD o MXN	Duración del contrato

#### Para opción de venta:

VENTAS DE PRODUCTOS SIMILARES				
No	Nombre y descripción de los productos	Contacto (nombre, tel. y correo electrónico)	Valor de las ventas en USD o MXN	Fecha en que se realizó la venta

## **ANNEX VI: General Terms and Conditions for Goods and Related Services (para opción de compra)**

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### **1. ACCEPTANCE OF THE CONTRACT**

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

### **2. GOODS AND SERVICES DEFINED**

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

### **3. PAYMENT**

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

### **4. TAX EXEMPTION**

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

### **5. TRADE MARKS**

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

### **6. EXPORT LICENSES**

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

### **7. INSPECTION AND ACCEPTANCE**

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

### **8. FITNESS OF GOODS INCLUDING PACKAGE**

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

### **9. AFTER SALES SERVICE**

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

### **10. INDEMNIFICATION**

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

### **11. PATENT INDEMNIFICATION**

Contractor shall defend at its own expenses any suit or proceeding brought against UNESCO or its clients based on a claim that any goods or the normal use thereof furnished under this Contract constitute any infringement of any patent of any country, if notified promptly in writing and given authority, information and assistance (at Contractor's expenses) for the defense of same, and Contractor shall pay all damages and costs awarded therein against UNESCO or its clients. In case use of said goods or any part is enjoined, Contractor shall, at its own expense and at its option, either procure of UNESCO



or its clients the right to continue using the goods, modify them so they become non-infringing or, with the approval of UNESCO, remove said goods and refund the purchase price, including transportation and installation costs.

## **12. FIRE AND EXTENDED COVERAGE INSURANCE**

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

## **13. VARIATION IN QUANTITIES**

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

## **14. CHANGES**

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

## **15. TERMINATION FOR CONVENIENCE**

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

## **16. REMEDIES FOR DEFAULT**

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

## **17. LIQUIDATED DAMAGES FOR DELAY**

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

## **18. FORCE MAJEURE**

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

## **19. SOURCE OF INSTRUCTION**

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

## **20. OFFICIALS TO BENEFIT**

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

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

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

## **22. ASSIGNMENT AND INSOLVENCY**

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

**23. CHILD LABOUR**

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

**24. MINES**

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

**25. ARBITRATION**

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

**26. CONCILIATION**

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

**27. PRIVILEGES AND IMMUNITIES**

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

**28. SECURITY**

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

The Contractor shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

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

**29. ANTI-TERRORISM**

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities subject to sanctions measures imposed by the Security Council and that the recipients of any amounts provided by UNESCO hereunder do not appear on the Consolidated United Nations Security Council Sanctions List, including the UN Security Council Resolution 1267 (1989). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list> .

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

## ANNEX VII: Términos y Condiciones Generales para Servicios (para opción de renta)

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### GENERAL TERMS AND CONDITIONS FOR SERVICES

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#### 30. 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.

#### 31. 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 and shall fulfill its commitments with the fullest regard to the interests of UNESCO.

#### 32. 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.

#### 33. 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.

#### 34. 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.

#### 35. 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.

#### 36. 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.

#### 37. 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, 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

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 Specialized Agencies provides, *inter-alia*, that UNESCO, including its subsidiary organs, 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 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 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 as set forth in condition 23 above.

### **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 consolidated 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.