

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2017-0191/MAHLEN
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn:

Phone:
Fax:
Email:

Tel. No.: +43 (1) 26030-6350
Fax No.: +43 (1) 26030 5948
E-mail: procurement@ctbto.org

Date: 14 Sep 17

JA

Subject: Provision and Laying of Gravel (65m3) at Infrasound Station IS49, Tristan da Cunha, British Overseas Territories, UK

Deadline for Submission: 29 Sep 17

Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear Test-Ban-Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

You are kindly requested to complete and return the acknowledgement form by fax or email as soon as possible.

If you have any questions you should contact the email address indicated above.

Yours Sincerely,


Loverne Scott-Heron
Procurement Officer

ACKNOWLEDGEMENT FORM

Solicitation No: 2017-0191	Closing Date: 29 Sep 17
Title: Provision and Laying of Gravel (65m3) at Infrasound Station IS49, Tristan da Cunha, British Overseas Territories, UK	Vienna Local Time: 17:00

Procurement Staff: Mahlen

CTBTO Req. No.: 0010009135

Please complete 'A' or 'B' or 'C'
and Return

WITHIN FIVE (5) DAYS

THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO)

A: We shall submit our proposal	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

B: We may submit and will advise	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

C: We will not submit a proposal for the following reason(s)	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time; <input type="checkbox"/> we do not have the required expertise for this specific project; <input type="checkbox"/> insufficient time to prepare a proper submission; <input type="checkbox"/> we consider the funds are insufficient to carry out the work required; <input type="checkbox"/> other (please specify) _____	
	Company Name: _____ Contact Name: _____ Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Commission is seeking capabilities, which will ensure that the work as described in the attached documentation, is accomplished in accordance with the Terms of Reference and at a reasonable cost (hereinafter referred to as the 'Work'/'Project').

The Proposal shall meet all requirements stated in the Special Conditions and the Terms of Reference. You may also present an alternative technical and related Financial Proposal, which would result in higher performance, better quality and a more economical execution of the Work, provided that the required technical performance specifications are fully met.

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals
- (c) List of CTBT States Signatories
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) Annexes:
 - Annex A: Special Conditions
 - Annex B: Commission's General Conditions of Contract
 - Annex C: Terms of Reference

Note: In the event of award, the Proposal from the successful bidder will be incorporated as Annex D to the Purchase Order.

3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposal, the Commission may, for any reason, modify the RFP documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Proposal.

4. Language of the Proposal

The Proposal and all correspondence and documents relating to it shall be in English.

5. Format and Submission of the Proposal

- (a) The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.
- (b) The Proposal shall preferably be submitted in PDF format by e-mail exclusively to procurement@ctbto.org.
- (c) Alternatively, the Proposal may be submitted via postal mail/courier exclusively to the address indicated in Section 6(a) below.

- (d) The Proposal (and envelope, if sending by mail/courier) shall be clearly marked as follows:

NAME OF PROJECT: [Description indicated in the Letter of Invitation]

CLOSING DATE: [Date indicated in the Letter of Invitation]

CTBTO REF. NO.: [Number indicated in the Letter of Invitation]

If the Proposal is not marked as required by this RFP, the Commission will assume no responsibility for the Proposal's misplacement.

6. Mailing Address and Closing Date

- (a) If sending by postal mail or courier, the Proposal shall be sent to the following addressee:

Chief, Procurement Section
Room E0918
CTBTO, Vienna International Centre
Wagramer Strasse 5
A-1400 Vienna
AUSTRIA

- (b) The Proposal shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation or the extension thereof, as may be granted through a written notice by the Commission. Any Proposal received after the closing date will be rejected by the Commission.

7. Contacting the Commission

Except in case of responding to a RFP clarification, no bidder shall contact the Commission on any matter relating to the Proposal after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

In support of Proposal preparation, the Commission will, if applicable, provide clarifications. Any request for clarifications shall be submitted by the bidders as soon as possible.

Please state the reference number and the date of this RFP in any correspondence relating to it.

8. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

9. Type of Contract and Payment

The Commission intends to conclude a Purchase Order based on the attached documentation. The terms and conditions of payment are described in Clause 3 of Annex A (Special Conditions).

The bidder may propose an alternative progress payment schedule against evidentiary documentation which confirms that the relevant milestone has been achieved. The Bidder's alternative milestone and payment structures should ensure that evidentiary documentation will be delivered to support payment associated with a milestone. The sum of the progress payments shall equal the proposed contract price.

10. Preparation of the Proposal

The Proposal and any correspondence relating to it shall state the reference number and the date of this RFP.

The Proposal should be comprehensive and detailed and shall meet all the requirements stated in the Terms of Reference and other documentation of this RFP.

The Proposal shall contain, but not necessarily be limited to the information described below and should be such that it can be attached to any future purchase order as Annex D "Contractor's Proposal".

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

NOTE: No pricing information shall be included in the Technical Proposal.

Statement of Confirmation, Vendor Profile Form and Financial Details

The attached Statement of Confirmation and Vendor Profile Form shall be duly signed and submitted together with the Proposal. Bidders that have previously submitted a Vendor Profile Form does not need to submit it again, unless the Bidder has undergone changes.

In this section of the Technical Proposal the bidder shall include sufficient information on corporate structure, annual turnover and profit to allow the Commission to assess the bidder's financial soundness to perform work.

Description of the Scope of Work

The Proposal shall include a description on how you will perform each Task of the Work and your overall plan for the execution of the Tasks described in the Terms of Reference. You shall furnish such description by providing a section-by-section response or comments to the tasks described in the Terms of Reference to demonstrate how the bidder will meet each and all of the requirements.

The responses shall clearly show that the bidder, in combination with any named sub-contractor(s), possesses the required knowledge and understanding of the requirements, necessary capabilities and expertise to execute the contract satisfactorily. In particular, the Proposal should include relevant information about previous, similar work experience; describe the size/quality and the origin of the gravel to be delivered to the Station; describe how the gravel will be delivered to Tristan da Cunha and to the location (the Station) for the laying of the gravel; describe and list earlier experience with handling transportation of gravel and/or construction

materials; and describe how the metal and old construction material will be transported and disposed.

Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.

The Proposal shall also provide any other relevant issue, e.g. risks and how they will be mitigated, to which you would like to bring to the attention of the Commission whether or not having cost implications.

This section of the Technical Proposal shall further include an acknowledgement that the bidder has fully informed itself as to the nature of its obligations pursuant to the Terms of Reference, including, but not limited to, all necessary services, labor and materials, facilities, tools, equipment, consumables and supplies required, general and local conditions.

Transportation and Insurance

Accepted delivery terms for the gravel are as follows:

- DAP (Delivery at Place; Incoterms 2010) Tristan da Cunha, British Overseas Territories, United Kingdom (if origin of delivery is within the European Union)
- DDP (Delivery Duty Paid; Incoterms 2010) Tristan da Cunha, British Overseas Territories, United Kingdom (if origin of delivery is from outside of the European Union; however, being a British Overseas Territory, import taxes are not foreseen at the moment)

Accepted delivery terms for metal and old construction materials are as follows:

- DDP (Delivery Duty Paid; Incoterms 2010) Cape Town, South Africa

Please note that all deliveries must include insurance for the equipment/goods, except for the metal and old construction material.

(Detailed delivery instructions, e.g. such as consignee at the island of Tristan da Cunha, will be provided to the Contractor after award of the Purchase Order)

Specifications of Materials

The Proposal shall include a detailed description of any goods/materials proposed and include relevant technical literature as applicable. This shall include details of warranties/manufacture's guarantees in respect to any goods.

For provided goods other than consumables, the invitee shall include the Manufacturer's Part Number.

Commission's Inputs

A description of any expected inputs/resources to be made available by the Commission and at what stage of the Work shall be further provided in this section of the Proposal.

Time Schedule

The Proposal shall include a bar chart indicating the tentative duration of each task required by the Terms of Reference, including the name and position of key staff (e.g. a project manager or supervisor) to be involved in each task. Names of local workers do not need to be included.

Qualifications

Documentary evidence of qualifications and relevant experience are required to demonstrate that the bidder can provide the Work and meet all technical requirements, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the purchase order and other necessary on-going services as required.

Personnel

The Contractor and its personnel, or its subcontractor, shall have demonstrable experience with handling projects related to transportation of gravel and/or construction materials;

In addition, the Technical Proposal shall include:

- a) A statement that the capacity of the bidder, in terms of qualified manpower resources, is adequate to conduct the work;
- b) A statement of availability of the personnel, and the minimum period required before starting the work under the contract;
- c) List of the key personnel proposed for this contract, including brief Curriculum vitae or resumes that indicate the technical experience to perform the work. Names of local workers do not need to be included.

Sub-Contractors

In case services will be supplied in whole or in part by sub-contractors, the Technical Proposal shall include for each sub-contractor:

- Names, legal status, address and qualifications of the subcontractor;
- Scope of the subcontracted services.

The Proposal shall provide a statement that the bidder shall be fully responsible for the performance of sub-contractors and that all sub-contractors shall be legally established in one of the CTBT States Signatories (current list attached hereto).

PART II: FINANCIAL PROPOSAL

Contract Price

- (i) You are required to define the following:
 - (a) The Total Purchase Order Price in EURO or US Dollars, exclusive of any Taxes (see sub-paragraph (iv) below).
 - (b) A breakdown of the total price under each task described in the Terms of Reference, including, as applicable:
 - Labour (hourly/daily rates and number of working hours/days for each category and task);
 - Materials and supplies (with detailed breakdown);
 - Travel (identifying separately all items, such as airfare or boat fare based on the most direct and economic route, car rental and daily subsistence allowance), if applicable;
 - Estimated shipping cost of the gravel, if applicable. The Commission will reimburse the incurred costs up to 10% above the estimate, based on supporting documentation.
 - Estimated shipping cost of the construction material. The Commission will reimburse the incurred costs, based on supporting documentation.
 - Subcontractors;
 - Other (providing relevant details and breakdowns).

- (ii) All individual costs shall be stated in EURO or US Dollars and be computed to constitute the firm-fixed (with the exception for shipping costs), total purchase order price.
- (iii) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source; whether for example VAT/GST will be paid up-front; or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. “Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

(1) For Austrian companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

(2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

Special Conditions and General Conditions of Contract

This section shall include a statement that the bidder has carefully reviewed the Special Conditions and the Commission’s General Conditions of Contract and is in agreement with all its terms and conditions. Deviations, if any, from the terms and conditions might be a factor in the decision of the contract award.

The bidder shall further include a confirmation that all insurance(s) coverage will be provided as required in the Special Conditions and the Commission’s General Conditions of Contract.

A progress payment schedule based on milestone deliveries may be included in the Financial Proposal. Any applicable Taxes shall be identified separately (please refer to Clause 3(f) of the Annex A).

This section of the Financial Proposal shall further provide any additional information required for the preparation of the contract, in case of an award, such as registered name and address of the bidder, list of the key personnel and contact information for notices under the contract.

11. Completeness and Correctness of the Proposal

The Commission reserves the right to verify all information furnished in the Proposal through a source of its choice. Any inaccurate information so given may lead to the rejection of the Proposal.

12. Validity of the Proposal

The Proposal shall be valid for 90 (ninety) days after the deadline for its submission to the Commission, unless an extension of validity has been requested by the Commission.

13. Correction of Errors

The Commission will check the Proposal for any arithmetic errors. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

14. Evaluation of the Proposal

- (a) The Commission will perform a detailed technical evaluation of the Technical Proposal previously determined as substantially responsive in order to determine if it fully satisfies the technical requirements of the Terms of Reference.
- (b) The technical evaluation shall in particular take into consideration the following evaluation criteria:
 - (i) The Proposal shall comply with the technical requirements of the Terms of Reference.
 - (ii) The Proposal shall convincingly describe how the Bidder will provide the required quality of the gravel; how it will be transported to Tristan da Cunha; how the gravel will be laid; and the proposed solution to transport and dispose the metal and construction material.
 - (iii) The Proposal shall demonstrate that the Bidder has previous experience with handling transportation of gravel and/or construction materials.
- (c) Subject to the conformance of the Technical Proposal to the technical requirements of the Terms of Reference, the Financial Proposal shall be examined for its commercial acceptability. The Commission will evaluate the following:
 - (i) contractual compliance;
 - (ii) commercial acceptability;
- (d) The Commission, based on the evaluation method given above, will determine the Proposal that is the “least costly technically acceptable Proposal”.

15. Negotiations of the Proposal

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the contract under this RFP. In the event that negotiations do not reach agreement, the Commission reserves the right to commence negotiations with another bidder.

If and when the Proposal, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify in writing the successful bidder of any contract award.

16. Modification and Withdrawal of the Proposal

Bidders may modify or withdraw their Proposals after their submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date.

17. The Commission's Right to Reject the Proposal

The Commission reserves the right to accept or reject the Proposal or to annul this procurement process at any time prior to the award of contract without having to inform the bidders of the grounds thereof, without thereby incurring any liability to the bidders.

18. Costs of preparation and submission of the Proposal

Bidders shall bear all the costs associated with the preparation and submission of their Proposal and the Commission will not be responsible or liable for those costs, regardless of the outcome of this RFP.

19. Proprietary Information

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's RFP or otherwise without prior written agreement of the Commission.

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization): _____, I hereby attest and confirm that the firm/organization:

- a) Possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) Is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) Has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) That the Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) That the Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

CTBTO Member States

Afghanistan	Dominican Republic	Libya	Saint Vincent and the Grenadines
Albania		Liechtenstein	Samoa
Algeria		Lithuania	San Marino
Andorra	Ecuador	Luxembourg	Sao Tome and Principe
Angola	Egypt		Senegal
Antigua and Barbuda	El Salvador	Madagascar	Serbia, Republic of
Argentina	Equatorial Guinea	Malawi	
Armenia	Eritrea	Malaysia	
Australia	Estonia	Maldives	
Austria	Ethiopia	Mali	Seychelles
Azerbaijan	Fiji	Malta	Sierra Leone
	Finland	Marshall Islands	Singapore
	France	Mauritania	Slovakia
Bahamas		Mexico	Slovenia
Bahrain	Gabon	Micronesia, Federated States of	Solomon Islands
Bangladesh	Gambia		South Africa
Barbados	Georgia	Monaco	Spain
Belarus	Germany	Mongolia	Sri Lanka
Belgium	Ghana	Montenegro Republic of	Sudan
Belize	Greece	Morocco	Suriname
Benin	Grenada	Mozambique	Swaziland
Bolivia (Plurinational State of)	Guatemala	Myanmar	Sweden
Bosnia and Herzegovina	Guinea		Switzerland
Botswana	Guinea-Bissau		
Brazil	Guyana	Namibia	Tajikistan
Brunei Darussalam		Nauru	Thailand
Bulgaria	Haiti	Nepal	The former Yugoslav Republic of Macedonia
Burkina Faso	Holy See	Netherlands	Timor-Leste
Burundi	Honduras	New Zealand	Togo
	Hungary	Nicaragua	Tunisia
		Niger	Turkey
		Nigeria	Turkmenistan
		Norway	
Cambodia	Iceland		
Cameroon	Indonesia	Oman	Uganda
Canada	Iran, Islamic Republic of		Ukraine
Cape Verde	Iraq	Palau	United Arab Emirates
Central African Republic	Ireland	Panama	United Kingdom
Chad	Israel	Papua New Guinea	United Republic of Tanzania
Chile	Italy	Paraguay	United States of America
China		Peru	
Colombia	Jamaica	Philippines	
Comoros	Japan	Poland	Uruguay
Congo	Jordan	Portugal	Uzbekistan
Cook Islands			
Costa Rica	Kazakhstan	Qatar	Vanuatu
Cote d'Ivoire	Kenya		Venezuela
Croatia	Kiribati	Republic of Korea	Vietnam
Cyprus	Kuwait	Republic of Moldova	
Czech Republic	Kyrgyzstan	Republic of Niue	Yemen
		Romania	
	Lao People's Democratic Republic	Russian Federation	
Democratic Republic of the Congo	Latvia	Rwanda	Zambia
Denmark	Lebanon	Saint Kitts and Nevis	Zimbabwe
Djibouti	Lesotho	Saint Lucia	
	Liberia		

VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK

1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box : City:	4. Fax :	
Zip Code : Country:	5. E-Mail :	
6. Contact Person:		Title:
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)		
8. Year Established:	9. Number of Employees:	
10. Gross Annual Turnover (US\$m)*:	11. Annual Export Turnover (US\$m)*:	
12. Type of Business/Products: Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/>		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/>		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.

**Please provide supplementary documentation on these items.

17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):

Product/Service/Work #	Product/Service/Work Description

Questionnaire completed by:

18. Name: Title: Signature: Date:

FOR CTBTO USE ONLY

19. Evaluated By: Initials Date:

20. Updated By: Initials Date:

21. Remarks:

22. Vendor Registration Number Allocated: Not Accepted:

PURCHASE ORDER No. 2017-XXXX

ANNEX A

SPECIAL CONDITIONS

These Special Conditions shall apply to the present Purchase Order and supersede the General Conditions of Contract whenever they are inconsistent with the latter. The provision of goods and services under this Purchase Order is hereinafter named as "Work".

1. RESPONSIBILITIES OF THE CONTRACTOR

1.1 Review of the Conditions of Sites

- (a) The Contractor shall ascertain conditions and gather information pertaining to or affecting its Work under given conditions at the site(s), including, but not limited to:
 - (i) the condition of the surface and all structures thereon, both natural and artificial, the surface and ground water level and water supplies;
 - (ii) the nature, location and character of the site(s) as well as available labor and equipment supply;
 - (iii) the quantity and quality of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work as required in this Purchase Order; and
 - (iv) all pertinent national, local laws and rules, in particular building permissions and construction regulations.

- (b) By executing this Purchase Order, the Contractor hereby represents and warrants that it has examined the site(s) and ascertained its physical and other conditions and considered the above mentioned issues at the site(s) in view of the requirements of this Purchase Order. None of the conditions or/and circumstances referred to in Clause 1.1 (a) above shall justify non-compliance with the provisions of this Purchase Order.

1.2 Permits, Notices, Laws and Ordinances

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Purchase Order and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices and comply with all laws and rules required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Purchase Order is not in accordance with applicable laws and rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

1.3 Protection of Persons and Property

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees at each Station and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off each Station, which is under the care, custody or control of the Contractor or any of its subcontractor(s); and
 - (iii) other property at each Station or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and rules bearing on the safety of persons, property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents at the Site during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Clause 1.3 (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 1.3 (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or by anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex B.

1.4 Standard of Work

The Contractor shall furnish the highest skill and judgment and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Purchase Order. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Purchase Order.

2. GENERAL PROVISIONS

2.1 Entire Agreement

This Purchase Order represents the final agreement in respect of the Work and shall supersede all prior agreements and representations between the Parties, in this respect.

2.2 Entry into effect and Duration of the Purchase Order

This Purchase Order shall enter into effect upon its issuance and it shall remain in force until the parties fulfill their obligations hereunder.

2.3 Commencement and Completion of the Work

The Contractor shall commence the preparation for the Work upon its written acknowledgement of the Purchase Order. The completion of the Work shall be in accordance with Section 7(b) of Annex C.

2.4 No Waiver

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Purchase Order.

2.5 Severability

If any term and/or provision of this Purchase Order is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Purchase Order shall not in any way be affected or impaired thereby.

2.6 Contractor's Claims and Remedies

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overhead, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Purchase Order.

2.7. Delays and Extension of Time

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by its employee(s), or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by a revision to this Purchase Order in accordance to Clause 2.11 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 2.7(a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

2.8. Temporary Suspension of Work

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Purchase Order by giving 30 (thirty) days advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

2.9. Transmission of Notices, Invoices, Reports and other Documents

Notices, invoices, reports and any other documentation under the Purchase Order shall be delivered or sent to the relevant Party to the address indicated in Section 4 below or to such address or facsimile number or the email address as the Party may substitute by notice after the date of the Purchase Order.

2.10. Effectiveness

- (a) Except as provided below, any communication in connection with the Purchase Order will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax or email, when received in legible form;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.

- (b) A communication given under Clause 2.10 (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

2.11. Purchase Order Revision

No modification of, or change in, this Purchase Order, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written revision of this Purchase Order.

2.12. Commission's Equipment

- (a) "Commission's Equipment" means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Commission and/or the Commission's Equipment Supplier.

- (b) There is no Commission's Equipment relevant for this Purchase Order.

2.13. Contractor's Equipment

- (a) "Contractor's Equipment" means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Contractor or its subcontractor(s) for the execution of the Work under this Purchase Order.

- (b) The Contractor shall purchase and deliver all Contractor's Equipment to the Site/Station and bear all the costs and risks related to such delivery to the Site/Station.

- (c) The Contractor shall be responsible for the safety and storage of the Contractor's Equipment at the Site/Station until acceptance of the Final Installation Report.

- (d) In the event of loss or damage to any of the Contractor's Equipment during shipment, transportation, or storage, or in the event of the Contractor's Equipment being found defective, unusable or ineffective for the purpose for which it (they) was (were) supplied, the Contractor shall promptly replace or repair, at its own expense, such Contractor's Equipment by whatever means of transport or personnel services are most suitable and reasonable in the circumstance.

2.14. Warranty

Clause 28 of Annex B shall apply to the Work provided under Annex C. The warranty shall start at the date of the Commission's acceptance of the Final Installation Report.

3. PRICE AND PAYMENT TERMS

- (a) The price shall be as set out in the body of the Purchase Order and shall cover all expenses, incurred by the Contractor for the performance and completion of the Work. The price shall be firm and fixed and shall not be subject to escalation, except for the incurred shipping cost that may be reimbursed up to 10% above the estimated cost.
- (b) The Contractor shall not do any work, provide any materials or equipment, or perform any services that may result in any charges to the Commission above the firm fixed price, except for the incurred shipping cost, which may be reimbursed up to 10% above the estimated cost, without the prior written consent of the Commission and a revision to this Purchase Order.
- (c) [AGREED PROGRESS PAYMENT SCHEDULE TO BE INSERTED HERE]
- (d) The Commission shall make all payments in [EUR/USD] to the Contractor on the basis of invoices submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt of the invoice(s) in original or electronically, provided that the Work has been satisfactorily completed and has been accepted by the Commission, and that the Contractor has returned the Acknowledgement copy of the Purchase Order (original No. 2 with the Contractor's signature) to the Commission.
- (e) The Contractor shall submit each invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed by the Contractor and submitted to the Commission's email address specified in Annex A. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers) and detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer, as well as bank address and branch number.
- (f) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

4. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Purchase Order shall be delivered or sent to the relevant Party as follows (or to such person/title, address, facsimile number or email address as the Party may substitute by notice after the date of the Purchase Order):

- (a) The Commission:

For Contractual Issues:

Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization
(CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria

Tel: + (43 1) 26030 6350
Fax: + (43 1) 26030 5948
E-mail: procurement@ctbto.org

For invoices and related enquiries:

Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria

Tel: + (43 1) 26030 6292
E-mail: Payments@ctbto.org

(b) The Contractor:

[Contact details to be inserted here]

General Conditions of Contract

1. DEFINITIONS

- (a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
- (b) "Services" means all services to be rendered under the Contract.
- (c) "Goods" shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
- (d) "Taxes" shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING

In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission's approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the

Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.

- (b) While present at the Commission's premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission's officials and the United Nations Security Staff.

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
- (c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor's personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST

No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.

9. INSURANCES

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
 - (i) Name the Commission as additional beneficiary;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.
- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

- (a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission's authorized officials on completion of the Services or as requested by the Commission.
- (b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
- (c) The Contractor shall not, at any time, use such confidential information to its own advantage.
- (d) The restrictions on confidentiality shall not apply to the information which:
 - (i) presently is in the public domain;
 - (ii) hereafter becomes part of the public domain without the other Party's fault;
 - (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
 - (iv) is disclosed to the other Party at any time hereafter by a third Party.
 - (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
- (e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

- (a) The Contractor warrants that:
- (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
 - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not,

without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

17. DEFAULT BY THE CONTRACTOR

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
- (i) The Contractor's failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
 - (ii) The Contractor's failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
 - (iii) The Contractor's failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor's obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of

delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
 - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
 - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
 - (iii) 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 the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
 - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions

of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (amicable settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of

termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in Sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.

- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be

attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
- ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
- ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
- (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

35. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

1 April 2016

ANNEX C

TERMS OF REFERENCE

PROVISION AND INSTALLATION OF GRAVEL AND REMOVAL OF CONSTRUCTION MATERIAL AT IMS INFRASOUND STATION IS49, TRISTAN DA CUNHA, UK

1 INTRODUCTION

The Provisional Technical Secretariat (PTS) of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as “Commission”) requires to engage a contractor (hereinafter referred to as “the Contractor”) to provide and install gravel for the wind-noise reducing system at infrasound station IS49 (hereinafter referred to as “the Station”) located at Tristan da Cunha, United Kingdom.

Tristan da Cunha is part of the British overseas territory of Saint Helena, Ascension and Tristan da Cunha. It is a volcanic island located in the South Atlantic Ocean, located at 37° S, 12° W, at about 2800 kilometres west of the Cape of Good Hope (Figure 1).

Infrasound station IS49 comprises five remote elements (H1 – H5) arranged in an irregular quadrangle with one central element, as illustrated in Figure 2. At each array element an 18-m diameter wind-noise-reducing system (WNRS) with 96 inlet ports is installed (Figure 3). The existing WNRS will be replaced, including new pipes, manifolds and inlet ports. This work will be done by the Commission.

Following the replacement of the WNRS, new gravel has to be supplied and installed on the top of each of inlet port of the WNRS.

These Terms of Reference (TOR) define the scope of work (hereinafter referred to as “the Work”), the technical framework, the timelines and the deliverables of the Contract.

2 SCOPE OF WORK

The Contractor shall carry out the Work in accordance with these TOR, while doing so in the most cost-effective manner possible.

The following tasks are included in the scope of this TOR:

- (a) Provision of clean gravel
- (b) Shipment and delivery of the gravel to the array elements of the Station
- (c) Installation of the gravel above the inlet ports of the WNRS

3 GENERAL CONTRACTOR OBLIGATIONS

- a) The proposal of the Contractor shall contain detailed plan schedule of the Work.
- b) The Contractor shall be responsible for the provision, insurance and shipment to the array elements of the gravel, as described in Section 5.
- c) The Contractor shall use its own or subcontracted machinery and tools needed for the completion of the Work under the Contract. The Contractor may subcontract part of the work, and is encouraged to seek cooperation from the local population at Tristan da Cunha.
- d) The Contractor shall be responsible for the disposal of all unused materials, according to the local requirements and regulations.
- e) The Contractor shall demonstrate in his Proposal the capacity to perform the Work Tasks included in Section 5. The proposal shall include, but not limited to:
 - i. Relevant information about previous similar work experience;
 - ii. Description of the size/quality and the origin of the gravel to be delivered to the Station;
 - iii. Demonstrated experience with handling transportation of gravel and/or construction materials;
 - iv. Description of the proposed disposal of the metal and construction material.
- f) The Contractor shall liaise and at all times coordinate the Work with the Commission and with the Station Operator.

4 GENERAL COMMISSION OBLIGATIONS

- a) The Commission shall review the work plan and the time schedule proposed by the Contractor.
- b) If requested by the Contractor, the Commission shall provide the Contractor with relevant details and technical data about the Station, necessary for the completion of the Work.

5 WORK TASKS

WORK TASK 1: Provision of gravel and shipment to the station

The Contractor shall procure and deliver to the 5 array elements **65 cubic meters of gravel (13 cubic meters per array element). The gravel should be 10 - 20 mm fraction, cleaned from sand.**

WORK TASK 2: Installation of gravel

After the Commission's other contractor(s) have finalized the installation of the new WNRS (work not in the scope of this TOR), the Contractor shall distribute the gravel on the top of each inlet ports of new pipe arrays. The gravel distribution shall be as illustrated in Figure 4.

WORK TASK 3: Shipment of construction material from the station to Cape Town

- a) The Contractor shall remove the remaining construction material and metal pipes from the old WNRS (wires, wooden supports, and approximately 500 steel pipes of 3 m length and 15 mm diameter) and transport them from each site to a collect point at the island. The Contractor shall pack appropriately the metal pipes and other material and prepare for shipment.
- b) The Contractor shall deliver the packed pipes and other material from Tristan da Cunha to Cape Town, and dispose them in accordance with the local rules and regulations.

6 REPORTING

6.1 Initial Report

Within three weeks after the signature of the Contract, and before starting Work Task 1, the Contractor will provide the Commission with an Initial Report, including but not be limited to:

- a) Technical description of the gravel to be used, supported by relevant photographs, showing compliance with the requirements of the TOR.
- b) Time schedule of the shipment and delivery of the gravel to the station array elements

The Commission will review the Report and might comment and/or request changes to the Report, if the Work does not meet the requirements of the Contract. In case the Commission requests changes, the Contractor shall make all requested modifications and submit a revised report within one month.

6.2. Final Installation Report

After completion of Work Task 2 and Work Task 3, the Contractor shall provide the Commission with a complete summary report including relevant photographs of the major stages of the work and the final installation of gravel at each array element.

The Commission will review the Report and might comment and/or request changes to the Reports or to the work carried out, if these do not meet the requirements of the Contract. In case the Commission requests changes, the Contractor shall make all requested modifications and submit a Revised Installation Report within one month, if not otherwise agreed. The acceptance of the Installation Report by the Commission shall mean the completion of the works carried out under the Contract.

Both reports shall be delivered electronically in MS Word format and in Portable Document Format (PDF). The reports are required to be written in English.

7 ESTIMATED WORK SCHEDULE

- (a) Work Task 1 of the Contract shall take place upon agreement with the Commission, tentatively prior to 31 December 2017.
- (b) Work Task 2 and Work Task 3 shall be coordinated with the Commission and the Station Operator, and tentatively shall take place in Q1 2018, not later than 31 March 2018.

- (c) The Final Installation Report shall be submitted to the Commission no later than four (4) weeks after the completion of the Work. The Commission shall be given two (2) weeks to either accept the Final Installation Report or to request remedial work from the Contractor.



Figure 1: Map illustrating the location of the infrasound station, IS49, Tristan da Cunha, United Kingdom.

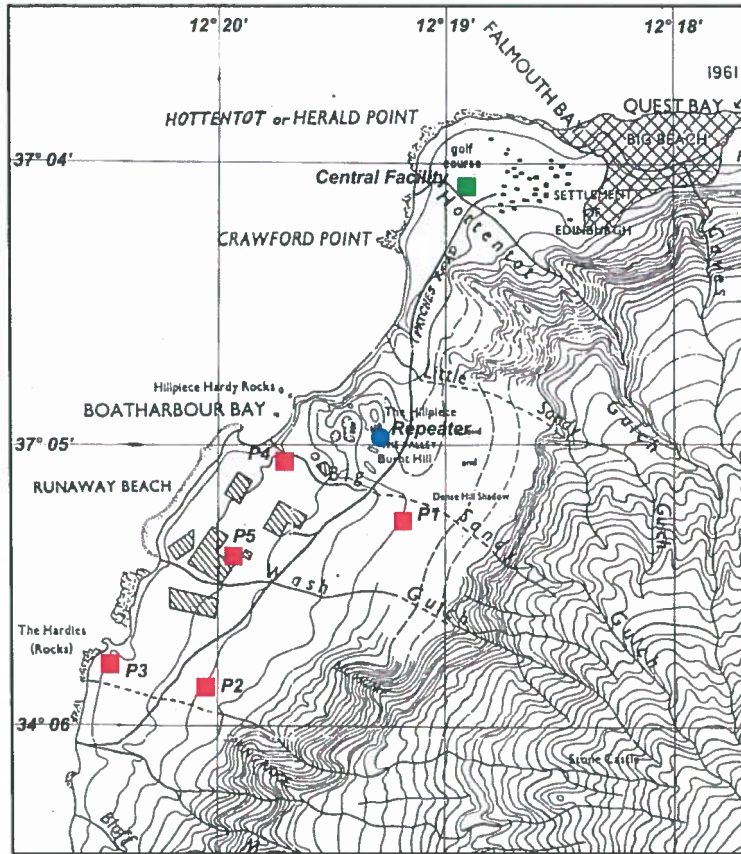


Figure 2: Location of the array elements of IS49

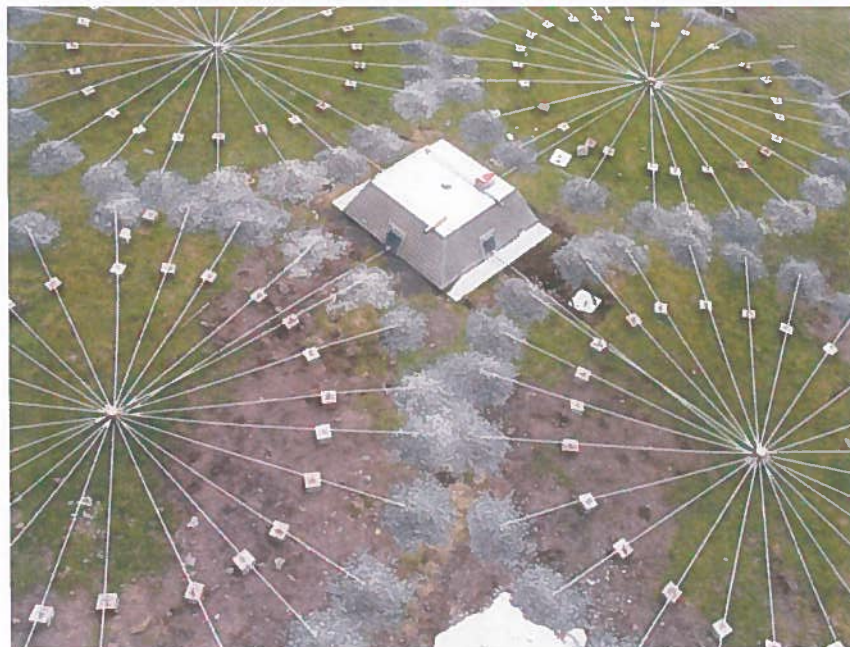


Figure 3: Wind-noise reducing system installed at each array element of IS49



Figure 4: Inlet ports covered by gravel (photos taken during the installation of the Station)