

**ONE
SEALED
ENVELOPE**

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2017-0237/MAEDA *YM*
(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: 24 Oct 17

Subject: Provision of Insurance Services (2 Lots)

Deadline for Submission: 17 Nov 17

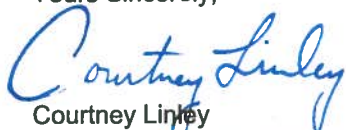
Vienna Local Time: 17:00

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,


Courtney Linley
Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2017-0237	Closing Date: 17 Nov 17
Title: Provision of Insurance Services (2 Lots)	Vienna Local Time: 17:00

Procurement Staff: Yo Maeda

CTBTO Req. No.: 0010009836

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)**

by email
procurement@ctbto.org

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: _____

Note: Please clearly indicate for which lot or lots you intend to submit your proposal.

INSTRUCTIONS TO INVITEES

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1. GENERAL

1.1 Lots

This Request for Proposal is for the provision of insurance services in 2 lots, as described in the attached documentation:

Lot 1 Insurance Coverage for Service Incurred Death, Injury or Illness for Staff and Non-Staff

Lot 2 Medical Insurance for Trainees and Meetings' Participants

1.2 Content of Request for Proposal (RFP)

The documents included in the RFP are as follows:

- (i) **Letter of Invitation;**
- (ii) **Instructions to Invitees (ITI);**
 - Lot 1 Attachment A - Template for Technical Proposal**
 - (Lot 1 Attachment B – Template for Financial Proposal)**
 - Lot 2 Attachment A - Template for Technical Proposal**
 - Lot 2 Attachment B – Template for Financial Proposal**
- (iii) **List of State Signatories;**
- (iv) **Statement of Confirmation;**
- (v) **Vendor Profile Form**
- (vi) **Annexes:**
 - Annex A – General Conditions of Contract**
 - Lot 1 Annex B – Terms of Reference**
 - Lot 2 Annex B – Terms of Reference**

Please note Lot 1 Annex B Terms of Reference contains Technical Information of a general nature only. This information is designed to allow potential bidders to assess whether they are interested and able to submit a Proposal.

Detailed Technical Information as well as Lot 1 Attachment B – Template for Financial Proposal will, for reasons of confidentiality and data protection, only be made available to those bidders who indicate on the Acknowledgement Form (attached to the Letter of Invitation) that they will submit a Proposal.

Please clearly indicate for which lot or lots you intend to submit your proposal in the Acknowledgement Form.

1.3 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.

1.4 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 request for Proposal or otherwise without prior written agreement of the Commission.

2. PREPARATION AND SUBMISSION OF PROPOSAL

2.1 Proposal

The Proposal shall be comprehensive and detailed. The Proposal shall meet all the requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that the tasks are accomplished expeditiously and at a reasonable cost.

This Request for Proposals comprises 2 lots. Bidders may submit a proposal for 1 lot only or for 2 lots. Bids must be submitted for the entirety of a lot and partial bids for a lot will be rejected.

2.2 Documents comprising Proposal

- (a) The Proposal for each lot submitted by the invitee shall comprise the Technical Proposal and Financial Proposal. You shall submit your Technical Proposal and Financial Proposal for each lot in one (1) "inner" sealed envelope, containing one (1) original and three (3) copies of the Proposals each clearly marked "Original Proposal" or "Copy of Proposal".
- (b) The ensuing number of "inner" envelopes (maximum 2 envelopes) shall be submitted in one (1) "outer" envelope. The sealed "outer" envelope shall be clearly marked with the name of your company, as well as with the following labels:

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]

"DO NOT OPEN BEFORE THE CLOSING DATE"

- (c) The sealed "outer" envelope shall indicate the name and address of the Bidder to enable the Proposal to be returned unopened in case it is declared "late." If the envelope is not sealed marked as required by this RFP, the Commission will assume no responsibility for the Proposal's misplacement or premature opening. In the event of any discrepancy between copies and the original Proposal, the original shall govern.

2.3 Format and Signing of Proposal

The Proposal must be typed or written in indelible ink, dated and signed by an official legally authorized to enter into contracts on behalf of your organisation. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors made by the invitee, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

2.4 Language of Proposal

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

2.5 Validity of 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.

2.6 Submission of Proposal

The "outer" envelope - within the meaning of point 2.2 above- shall be submitted to the Commission at the following address:

Chief, Procurement Section
CTBTO, Room # E0918
Vienna International Centre
P.O. Box 1200, Wagramer Strasse 5,
A-1400 Vienna, AUSTRIA

2.7 Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 7 November 2017. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: **Request for Clarifications for RFP No. 2017-0237/MAEDA
Provision of Insurance Services**

The Commission will make all reasonable efforts to issue the clarifications not later than 5 business days prior to the Closing Date.

2.8 Closing Date

The Proposal must be received by the Commission by the closing date indicated in the Letter of Invitation. Any Proposal received after the closing date will be rejected by the Commission and returned to the invitee unopened. The Commission may, at its discretion, extend the deadline for submission of the Proposal.

2.9 Modification and Withdrawal of Proposal

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

2.10 Cost of Preparation of Proposal

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

3. CONTENT OF PROPOSAL

3.1 CONTENT OF THE TECHNICAL PROPOSAL

The Technical Proposal shall contain, but not necessarily be limited to, the following information:

Section 1 - Statement of Confirmation and Vendor Profile Form

The attached Statement of Confirmation and Vendor Profile Form shall be duly signed and submitted together with the Proposal.

Section 2 – Information on Your Company

(a) A description of the qualifications and experience of your company relevant to worldwide insurance coverage.

- (b) Telephone and email of a point of contact in your organization responsible for the Proposal.

Section 3 – Insurance

- (a) A proposal for Insurance in accordance with the attached Terms of Reference.
(b) An overall presentation of the proposed insurance policy.
(c) Any additional information that might improve the Insurance services in accordance with your experience.
(d) Exception to the Commission's requirements of coverage shall be clearly defined.

Section 4 – Template for the Technical Proposal

Answers to the questions listed on Attachment A - Template for the Technical Proposal shall be included in this section.

Section 5 - Key Personnel

Please provide:

- (a) a list of sufficient number of capable and experienced personnel from your own organisation to be assigned to the project;
(b) Curriculum vitae, function of each of the key staff proposed for this contract, such as Project Manager or Team Leader, etc., and duration of their assignment.

Section 6 - Subcontractor(s)

In case the bidder requires the services of subcontractors, the Proposal shall include:

- (a) the names, addresses, legal status and qualifications of major sub-contractor(s) proposed by your organisation.
(b) the scope of work and nature of subcontracting; and
(c) a statement that your organisation, will act as main contractor, and shall be fully responsible for the performance of your subcontractors, and shall be alone entitled to receive instructions from the Commission.

Section 7- General Conditions of Contract

This Section shall provide the Commission with a statement that the bidder has carefully reviewed the General Conditions of Contract and is in agreement with its terms and conditions.

Section 8 - Deviations

Deviations, if any, from the terms and conditions of the General Conditions of Contract or Terms of Reference shall be included in this Section. However, the attention of the invitee shall be drawn to paragraph 4.2 above of the Instructions to Invitees (Responsiveness of Proposal) below.

3.2 CONTENT OF THE FINANCIAL PROPOSAL

Section 1 – Template for the Financial Proposal

- (a) Attachment B – Template for the Financial Proposal shall be completed.
- (b) Premiums shall be proposed in **US Dollars or Euro** and shall include all costs related to the coverage;
- (c) 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 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 Purchase Order, 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 Purchase Order 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 Purchase Order 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 Purchase Order (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 Purchase Order 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 Purchase Order.

Section 2 - Payment Terms

- (a) This Section shall provide the Commission with a statement that the bidder has carefully reviewed the Payment terms and is in agreement with the terms.
- (b) **Payment Terms for Lot 1 Insurance Coverage for Service Incurred Death, Injury or Illness for Staff and Non-Staff.**

Annual premium will be paid within 30 days of receipt and acceptance of the following documents:

- (1) Invoice(s) showing the firm fixed price of the Purchase Order. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);
- (2) Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; and
- (3) Any other relevant documents.

(c) Payment Terms for Lot 2 Medical Insurance for Trainees and Meetings' Participants.

The Commission will provide an updated list of participants and trainees with the changes which have taken place during the preceding month at the beginning of each month. The Commission will pay the relevant premiums each month on the basis of the list. Payment will be made within 30 days of receipt and acceptance of the following documents:

- (1) Invoice(s) showing the firm fixed daily premium and actual total monthly price. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);
- (2) Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; and
- (3) Any other relevant documents.

4. OPENING AND EVALUATION OF PROPOSAL

4.1 Opening of the Proposals

After the deadline for submission of Proposals the Tender Opening Panel of the Commission will open only the Proposals received by the closing date referred to in the Letter of Invitation. The Commission will return to invitees such Proposals that have been declared "late."

4.2 Responsiveness of the Proposal

- (a) Prior to the detailed evaluation, the Commission will determine if the Proposal is of acceptable quality, is complete and is substantially responsive to the RFP. For the purposes of the of this determination, a substantially responsive Proposal is one that conforms to all terms, conditions and specifications of the RFP without material deviations, objections, conditionalities or reservations.
- (b) A material deviation, objection, conditionality or reservation is:
 - (i) one that affects in any substantial way the scope and quality of the work or performance of the Purchase Order;
 - (ii) that is inconsistent with the RFP; or

- (iii) rectification that would affect unfairly the competitive bidding and position of other invitees.
- (c) If the Proposal is substantially non-responsive, it may not be corrected and, therefore, it will be rejected.

4.3 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 include the following evaluation criteria:
 - (i) Account Management
 - (ii) Understanding of Services and Previous Experience
 - (iii) Reporting
 - (iv) Claims Handling
 - (v) Transition Process
 - (vi) Policy Terms
- (c) Subject to the conformance of the Technical Proposal to the technical requirements of the Terms of Reference, as referred to in paragraph 4.3 (b) above, 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 will award each lot to the bidder whose Proposal for this lot provides the best value for money. The Commission, based on the evaluation method given above, will determine the Proposal, that most effectively satisfies the technical and operational requirements of the Commission (provides the best value for money). The relative weighing of each component proposal is 60% for Technical Value and 40% for the Price. The successful bidder will have reached the highest combined score.

4.4 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.

5. NEGOTIATIONS AND AWARD

The Commission reserves the right to request clarifications of the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal. If and when the Proposal, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing of the Purchase Order award.

6. TYPE OF CONTRACT

The Commission intends to issue a Purchase Order for each lot for an initial period of three (3) years starting 1 January 2018, including one (1) optional extension of two (2) years to be exercised at the discretion of the Commission.

Pursuant to paragraph 4 of these ITI above, the Commission will send the successful invitee the Purchase Order documents incorporating all agreements between the parties. The successful invitee shall sign and date the Acknowledgement Copy of the Purchase Order and return it to the Commission no later than 5 (five) days after receipt of the Purchase Order documents.

Note: In the event of award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) The Purchase Order;
- (b) The Commission's General Conditions (Annex A);
- (c) Terms of Reference (Annex B);
- (d) The bidder's proposal (Annex C).

7. CONTACTING THE COMMISSION

Except in the case of responding to a request from the Commission for clarification of a Proposal, no invitee shall contact the Commission on any matter relating to its Proposal, from the time the Proposal is opened until the written notification of Purchase Order award to a successful invitee. Any effort by an invitee to influence the Commission in its evaluation process or in its Purchase Order award decision shall result in the rejection of the invitee's Proposal. Information relating to the examination, clarification, evaluation, Purchase Order negotiations and award shall not be disclosed to the invitees or to any other persons not officially concerned with such process.

8. THE COMMISSION'S RIGHT TO ACCEPT OR REJECT ANY PROPOSAL

The Commission reserves the right to accept or reject any Proposal submitted, or to annul the selection process and reject all Proposals at any time prior to award of Purchase Order, without thereby incurring any liability for these actions or invitees or any obligation to inform the affected invitee or invitees of the grounds for the Commission's action.

9. ELIGIBLE GOODS AND SERVICES

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

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Proposals:

A Bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process if the person:

- a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
- b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

LOT 1
Insurance Coverage for Service Incurred Death, Injury or Illness for Staff and Non-Staff
Attachment A - Technical Proposal - Mandatory Questionnaire

Account Management

1. Please provide CVs for account executive and key staff involved in providing services to the Organization. Describe where the senior person is positioned in the management hierarchy of your company.
2. Provide three (3) references (name of organization and contact person, and email address and phone number) for accounts which this executive has assisted in the past year.
3. Provide one (1) reference for an account which has discontinued using your firm in the past year.
4. What rating does your organization have from quasigovernmental rating organizations? How has this changed in the past 5 years?

Understanding of services and previous experience

1. Describe the experience of your company in providing death and disability insurance coverage similar to the one indicated in the Terms of Reference for other international organizations.
2. In particular, please indicate if you have previous experience in administering any Service Incurred Benefits Plan based on the Appendix D of the United Nations Staff Regulations and Rules.

Reporting

1. What kind of management reports are provided to the policyholder?
2. To what extent are these available on-line, and can they be customized for the policyholder needs?

Claims handling

1. Describe the claims handling process, for both simple claims and more complex claim. Give examples of each.
2. How fast are claims processed, and how is this tracked and managed to assure client satisfaction?
3. Do you subcontract claims process? If so, please elaborate and advise how you monitor the provider.
4. If claims are not paid within a reason time, e.g. 30 days, when full documentation has been presented, what interest rate would apply for late payment, if any?

Transition methodology

1. If CTBTO were to choose you as the new administrator, please describe the procedure you would follow to handle the transition from the current provider of CTBTO's Service Incurred Benefits Plan and possible notifications to these changes to the current beneficiaries.
2. If CTBTO were to choose you as the new administrator, to what extent can you upload past claims history?
3. Describe how you would cooperate with a new claims handler in the event you had and then lost the account.

Policy Terms

1. Confirm your agreement to the Terms and Conditions of the Commission or comment on them and suggest alternative/additional language where applicable.
2. What variations in coverage do you feel should be considered by CTBTO? Please elaborate on terms, and advantages to CTBTO. **Please remember that ALL pricing information should ONLY be included in the financial proposal.**

BIDDER'S NAME: _____

SIGNATURE and SEAL: _____

NAME AND POSITION: _____

DATE: _____

PLACE: _____

LOT 2
Medical Insurance for Trainees and Meetings' Participants
Attachment A - Technical Proposal - Mandatory Questionnaire

Account Management

1. Please provide CVs for account executive and key staff involved in providing services to the Organization. Describe where the senior person is positioned in the management hierarchy of your company.
2. Provide three (3) references (name of organization and contact person, and email address and phone number) for accounts which this executive has assisted in the past year.
3. Provide one (1) reference for an account which has discontinued using your firm in the past year.
4. What rating does your organization have from quasigovernmental rating organizations? How has this changed in the past 5 years?

Understanding of services and previous experience

1. Describe the experience of your company in providing medical insurance coverage similar to the one indicated in the Terms of Reference for other international organizations.

Reporting

1. What kind of management reports are provided to the policyholder?
2. To what extent are these available on-line, and can they be customized for the policyholder needs?

Claims handling

1. Describe the claims handling process, for both simple claims and more complex claim. Give examples of each.
2. How fast are claims processed, and how is this tracked and managed to assure client satisfaction?
3. Do you subcontract claims process? If so, please elaborate and advise how you monitor the provider.
4. If claims are not paid within a reason time, e.g. 30 days, when full documentation has been presented, what interest rate would apply for late payment, if any?

Transition methodology

1. If CTBTO were to choose you as the new administrator, please describe the procedure you would follow to handle the transition from the current provider.
2. Describe how you would cooperate with a new claims handler in the event you had and then lost the account.

Policy Terms

1. Confirm your agreement to the Terms and Conditions of the Commission or comment on them and suggest alternative/additional language where applicable.
2. What variations in coverage do you feel should be considered by CTBTO? Please elaborate on terms, and advantages to CTBTO. **Please remember that ALL pricing information should ONLY be included in the financial proposal.**

BIDDER'S NAME: _____

SIGNATURE and SEAL: _____

NAME AND POSITION: _____

DATE: _____

PLACE: _____

LOT2 Medical Insurance for Trainees and Meetings' Participants
Attachment B - Financial Proposal - Pricing Matrix

Instructions

Please fill in Column C (yellow).

Please indicate quoted prices are either in USD or EUR.

The daily premiums shall be firm and fixed.

Pricing Matrix

	A Estimated Annual Number of Trainees and Participants	B Estimated Duration of Coverage per Participant (days)	C Daily Premium per Participant	D= A*B*C Estimated Annual Premium
First Annual Period 2018	400	7		0.0000
Second Annual Period 2019	400	7		0.0000
Third Annual Period 2020	400	7		0.0000
Subtotal for Required Period of Services				0.0000
First Optional Period 2021	400	7		0.0000
Second Optional Period 2022	400	7		0.0000
Subtotal for Optional Period of Services				0.0000
TOTAL				0.0000

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

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: _____

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: _____

19. Evaluated By: _____ **FOR CTBTO USE ONLY** Initials _____ Date: _____

20. Updated By: _____ Initials _____ Date: _____

21. Remarks: _____

22. Vendor Registration Number Allocated: _____ Not Accepted:

* 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.

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 sub-contractor, 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

LOT 1
Insurance Coverage for Service Incurred Death, Injury or Illness for Staff and Non-Staff
ANNEX B
TERMS OF REFERENCE

Overview

The CTBTO is a **non-career** organization with a seven year service limit policy for Professional and internationally recruited General Services staff.

As of September 2017, the CTBTO employed approximately 300 staff members from 86 member states, 205 were staff in the Professional and higher category, and 95 represent the General Service category. There is no term limitation for the General Service category. Staff members are normally not retained in service beyond the age of 62 if employed prior to 1 January 2018 or 65 when recruited from 2018 onwards, however, exceptions are possible. The Commission also employs non-staff (i.e. consultants, temporary assistants, interns and other contract types) throughout the year; in September 2017 there were approximately 75 such non-staff employed at CTBTO.

All staff members of the Commission are employed at the Secretariat in Vienna, Austria although account must be taken of extensive world-wide travel in the field due to the nature of the Commission's activities. While most non-staff perform their activities at the Secretariat in Vienna, some of them travel on behalf of the Commission.

The Commission wishes to renew its Service Incurred Benefits Plan with an experienced organization or team of organizations (viz. insurance and broker). The Commission intends to issue a Purchase Order for an initial period of 3 (three) years starting 1 January 2018, including one optional extension of 2 (two) years to be exercised at the discretion of the Commission.

Claims History

Between January 2016 and September 2017 there has not been any service incurred claim for medical costs.

Additional detail census information is available from the Commission for both staff and non-staff.

Benefits

- a) Appendix D Benefits (see Attachment 1) applicable to fixed-term and short-term staff (approximately 300 as of September 2017)

Under the Commission's Regulations and Rules, Article 6, Social Security, Rule 6.2.03, Compensation for Death, Injury or Illness Attributable to Service, states:

“Staff members shall be entitled to compensation in the event of death, injury or illness attributable to the performance of official duties on behalf of the Commission, in accordance with the rules set forth in Appendix D to the Staff Rules of the United Nations.”

In general, the Service Incurred Benefits Plan provides four types of benefits:

- a. Medical expenses (100%)
- b. Lump sum payment for permanent partial disabilities.
- c. Partial payment of lost wages when a person is disabled until the persons recovers from the service incurred illness or injury.
- d. Partial payment of lost wages to surviving widow(er) and dependent children, in the event of death due to a service incurred illness or injury.

Furthermore, the Service Incurred Benefits Plan provides 100% coverage for Emergency Repatriation Expenses. There are also a number of exclusions listed in the Appendix D such as self-inflicted injury, or suicide, or attempt thereof.

It should be noted that the indemnity benefits specified in Appendix D are not offset by any benefits from the United Nations Pension Plan, since the Commission does not participate in that plan.

- b) Scheduled benefits applicable to non-staff, including Temporary Assistants, Consultants, Interns, Lecturers and Participants engaged via a formal Letter of Invitation, Cost Free Experts, and any other future category not belonging to staff members (approximately 75 as of September 2017¹).

Coverage extends to injury or illness resulting from performing official duties including travel between residence and duty station, transportation furnished by or at the expense or direction of the organization, and arising out of the performance of official duties.

- i. Death: €100,000
- ii. Total and Permanent Disability: €100,000.
- iii. Permanent Partial Disability: maximum €100,000 with benefits being calculated as a percentage of €100,000 depending on severity of loss (or permanent loss of use) using the criteria determined in the Appendix D.
- iv. Medical expenses including necessary hospitalization incurred during the employment contract period: 100% reimbursement up to €50,000.¹
- v. Emergency Repatriation Expenses: covered up to €10,000.

Exclusions: self-inflicted injury, or suicide, or attempt thereof as well as other exclusions listed in the Appendix D to the Staff Rules of the United Nations

Census data as of 1 September 2017

NB: Summaries and life-by-life details (without names) will be provided to qualified bidders.

¹ Not applicable to Lecturers and Participants engaged via a formal Letter of Invitation (estimated on a maximum number of 400 a year)

LOT 2
Medical Insurance for Trainees and Meetings' Participants
ANNEX B
TERMS OF REFERENCE

The CTBTO Preparatory Commission (the Commission) requires a possibility for medical insurance coverage for trainees and for meeting participants. Participants should be covered from time of departure to the meeting or training center, during the meeting or training session, and on direct return to their home country.

1. Coverage must include accidents and sicknesses incurred while covered.
2. The coverage must be applicable worldwide. No family members would be eligible for such coverage.
3. The coverage must provide for full reimbursement of necessary reasonable medical expenses and hospital charges up to a maximum of USD 50.000 per insured person in any twelve consecutive months' period.
4. Coverage shall not exclude pre-existing conditions. The acceptable exclusions are only self-inflicted injury, suicide, or attempt thereof. In responding to the Terms of Reference all terms, conditions and exclusions shall be identified.
5. The insured persons must be able to submit their claims directly to the insurance provider or broker.
6. Quarterly premiums and claims reports must be provided by the insurer/broker.
7. Premium rate levels must be provided including for coverage of less than a one month period.

On average there are 400 trainees and/or meeting participants that need to be provided with such coverage throughout the year. The average length of the coverage per participant is one week. Premiums will be paid by the Commission.

LOT 2

Medical Insurance for Trainees and Meetings' Participants

Attachment 1 - Claim Experience

Year	Reimbursements (USD)
2014	4.823,46
2015	927,34
2016	1.378,90
01/01/2017 – 31/08/2017	0.00