

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2019-0143/Thorvaldsdottir RBD
 (PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350

Fax No.: +43 (1) 26030 5948

E-mail: procurement@ctbto.org

Attn.:

Phone:

Fax:

Email:

Date: 10 Sep 19

Title of Request: Desk Study and Field Testing on the Application of Airborne
 Magnetics for the Detection of OSI-relevant Observables

Deadline for Submission: 03 Oct 19

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 bid the following items as per conditions listed below.

<i>Item</i>	<i>Description and Requirements</i>	<i>Quantity</i>	<i>U/M</i>
1	Airborne Magnetics in an OSI WT1 Work Task 1 In accordance with Annex B Terms of Reference	1	Lot
2	Airborne Magnetics in an OSI WT2 Work Task 2 OPTIONAL ONLY In accordance with Annex B Terms of Reference	1	Lot
3	Airborne Magnetics in an OSI WT3 Work Task 3 OPTIONAL ONLY In accordance with Annex B Terms of Reference	1	Lot

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by fax or e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,


 Courtney Linley
 Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2019-0143	Closing Date: 03 Oct 19
Title: Desk Study and Field Testing on the Application of Airborne Magnetics for the Detection of OSI-relevant Observables	Vienna Local Time: 17:00

Procurement Staff: Thorvaldsdottir

CTBTO Req. No.: 0010014327

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 to
procurement@ctbto.org

A: We shall submit our bid

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 bid for the following reason(s)

- ___ our current workload does not permit us to take on additional work at this time;
- ___ we do not have the required expertise for this specific project;
- ___ insufficient time to prepare a proper submission;
- ___ other (please specify) _____

Company Name: _____
Contact Name: _____
Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

This Invitation to Bid (ITB) is for the provision of *Desk Study and Field Testing on the Application of Airborne Magnetics for the Detection of OSI-relevant Observables* (hereinafter referred to as the “Services”) as described in the attached Terms of Reference.

The Bid shall meet all requirements stated in these Instructions and the Terms of Reference.

In case of an 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 of Contract (Annex A);
- (c) Terms of Reference (Annex B);
- (d) The Bidder’s Offer shall be included as Annex C, if applicable.

2. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, including:
 - ✓ Attachment No. 1: Technical Evaluation Criteria
- (c) The Commission’s General Conditions of Contract (Annex A)
- (d) Terms of Reference (Annex B)
- (e) Vendor Profile Form
- (f) List of CTBT Member States
- (g) Statement of Confirmation

3. Amendment of the ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB 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 Bid.

4. Language of the Bid

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

5. Format and Submission of the Bid

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid 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 Bid.

- (a) The Bid may be submitted electronically (email: procurement@CTBTO.ORG) in two separate files, one containing a financial bid and one containing a technical bid. Submission in hardcopy, to the below mailing address, is also acceptable.

The subject of the email shall contain the following:

NAME OF THE PROJECT: Desk Study and Field Testing on the Application of Airborne Magnetics for the Detection of OSI-relevant Observables
CTBTO REFERENCE No.: 2019-0143/THORVALDSDOTTIR

No pricing/financial information shall be included in the Technical Section of the Bid.

Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Bid.

In case of submission by mail, the envelope shall be clearly marked as follows:

NAME OF PROJECT: Desk Study and Field Testing on the Application of Airborne Magnetics for the Detection of OSI-relevant Observables
CLOSING DATE: 03 October 2019
CTBTO REF. NO.: 2019-0143/THORVALDSDOTTIR

6. Mailing Address and Closing Date

- (a) The Bid shall be sent to the following addressee:

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

- (b) The Bid shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation.

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 ITB as soon as possible after receipt of the solicitation documents, but in any case no later than 7 business days prior to the Closing Date. 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 re ITB No. 2019-0143/THORVALDSDOTTIR

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

Except in the case of responding to an ITB clarification, no bidder shall contact the Commission on any matter relating to the Bid after its submission and until the award of the Purchase Order. Any attempt to influence the Commission in its evaluation of the Bid or the award decision may result in rejection of the Bid.

8. Eligible Goods and Services

The Services to be rendered under the Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this ITB. 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 firm fixed price based on the Commission's Purchase Order. The terms and conditions of payment are as follows:

Within 30 days of receipt and acceptance of the applicable Services as invoiced and of the following documents:

- (1) Invoice(s) showing price of relevant Services as invoiced. The Supplier shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and stamped by the Supplier and submitted to the Commission's email addressed specified in the Purchase Order. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers), 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 & insurance cost (if applicable);
- (2) Acknowledgement Copy of the Purchase Order with the Supplier's signature;
- (3) The Supplier's certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the relevant Services as invoiced;
- (4) Documentation supporting any incurred delivery cost (if applicable); and

- (5) Any other relevant documents.

Applicable Taxes payable by the Supplier and/or its subcontractor(s) 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 shall be submitted to the Commission, in addition to any other 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.

10. Content of the Bid

The Bid shall contain, but not necessarily be limited to, the information described below.

The Bid shall be composed of the following separate parts:

I. **Technical Bid;** and

II. **Financial Bid;**

providing, but not limited to, the following information:

PART I: TECHNICAL BID

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

1. Personnel

The Bid shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this ITB.

2. Documents Establishing the Eligibility and Qualifications of the Bidder

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission’s satisfaction. These include, but are not limited to the following:

- (a) That the Bidder has the financial, technical, and production capability necessary to perform the Purchase Order.
- (ii) Expertise of the Firm/Organization: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.
- (iii) Management Structure and Key Personnel: This section shall provide information about the management structure and include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.
- (iv) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Purchase Order during its stated full term.

3. Statement of Confirmation

The attached Statement of Confirmation shall be duly signed and submitted together with the Bid.

4. Specifications

The Bid shall include a detailed description of the items proposed and include relevant technical literature.

The Bid shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item if and as applicable.

5. Sub-Contractors

The Bid shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The Bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories.

6. Insurance

Insurance to be included in the Bid must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed, if and as applicable. The insurance shall be in the name of the

supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

7. Delivery Schedule

Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Bid.

8. Purchase Order

A statement that the bidder has carefully reviewed the Commission's General Conditions of Contract and agreed to all terms and conditions. As applicable, these will form part of the Purchase Order for this procurement.

PART II: FINANCIAL BID

- i. The Bid shall include the costs of the Services.
- ii. The Bidder is encouraged to prepare the Price Schedule using the Price Schedule Form attached to these Instructions for Preparation and Submission of Bids.
- iii. In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Purchase Order Price.
- iv. 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.

(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 Services shall be quoted separately or be separately identified on the Bid 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 Services shall be quoted separately or separately identified on the Bid 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 Services shall be quoted separately or be separately identified on the Bid 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.

- v. Note that clear and detailed explanations would enable us to evaluate the Bid promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Purchase Order award.

9. Completeness and Correctness of the Bid

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

10. Evaluation of the Bid

- (a) The technical evaluation shall include the following evaluation criteria:
- (i) compliance of the items with the Terms of Reference;
 - (ii) supplier's qualifications;
 - (iii) delivery schedule.
- (b) Subject to the conformance of the Technical Bid to the technical specifications, the Financial Bid shall be evaluated as follows:
- (i) contractual compliance;
 - (ii) commercial acceptability.
- (b) The Commission, based on the evaluation method given above, will determine the Bid which is the "*least costly technically acceptable Bid*".
- (c) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission's request for clarification and the Bidder's response shall be in writing.

13. Correction of Errors

The Commission will check the Bid 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. Validity of the Bid

The Bid 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.

15. Negotiations of the Bid

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

16. Modification and Withdrawal of Bid

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

17. The Commission's Right to Reject the Bid

The Commission reserves the right to accept or reject the Bid or to annul this procurement process at any time prior to award without having to inform the affected party of the grounds therefore, without thereby incurring any liability to the affected party.

18. Costs of preparation and submission of the Bid

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

19. Proprietary Information

All documentation and information contained in this ITB 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 ITB or otherwise without prior written agreement of the Commission.

20. Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Bids

Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Bids:

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 Bid 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.

BIDDER'S STATEMENT
PLEASE FILL THIS FORM & SUBMIT WITH THE BID

Delivery Time:

Shipping weight (kg) and Volume (m³) – if applicable:

List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):
 For one year period For a period of

Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below:
 For a two year period For a period of

Availability of local service in Vienna, Austria (if any):

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.
 Included in this Bid : Yes No

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and agreed to all terms and conditions.
 Yes No

Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).
 Yes No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Price Schedule Form

The Bidder is encouraged to prepare the Price Schedule using the form below.
 The Price Schedule must provide a detailed cost breakdown of all Services to be provided, from unit price to total prices.

A. Cost Breakdown per Item:

Lot	Item	Description	Quantity	Unit Price EUR/USD	Total Price EUR/USD
Lot 1					
Lot 2					
Lot 3					
Subtotal Price in EUR/USD (DDP, excluding VAT)					
VAT/GST/Sales Tax (If applicable)					
Grand Total Price in EUR/USD (DDP, including VAT)					

Attachment No. 1

Technical Evaluation Criteria

Technical Evaluation Criteria		Yes / No
1	Min of 8 years proven project management experience and supervision of airborne magnetics survey operations	
2	Min of 8 years proven experience of airborne magnetics survey planning	
3	Min of 8 years proven experience of airborne magnetics data processing	
4	Min of 8 years proven experience of magnetic data modelling	
5	All key staff able to write and communicate in English	
6	Proposal addresses the content of the ToR in a comprehensive and detailed way and fully demonstrates understanding of requirements	
7	Proposal provides a suitable way to approach Work Tasks and complete deliverables	
8	Proposal provides detailed costings for flight time including the use of the relevant magnetic sensor(s)	
9	Proposal demonstrates that the timeframe can be met	

ANNEX A

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 B

Terms of Reference

Desk Study and Field Testing on the Application of Airborne Magnetics for the Detection of OSI-Relevant Observables

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1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission" or the "CTBTO") operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty.

With respect to the On-Site Inspection (OSI) pillar of the CTBT verification regime, airborne operations and inspection techniques that can be applied from an airborne platform feature prominently. Specifically "*The inspection team shall have the right to conduct an overflight over the inspection area during the on-site inspection for the purposes of providing the inspection team with a general orientation of the inspection area, narrowing down and optimizing the locations for ground-based inspection and facilitating the collection of factual evidence...*" and "may" be allowed to use an airborne platform to acquire multi-spectral (including infrared) imagery, perform gamma spectroscopy and conduct magnetic field mapping.

In this respect the Commission has been conducting field tests of airborne inspection equipment to determine the specifications of optimal systems for the detection of OSI relevant features.

With respect to airborne magnetic field mapping, the Commission is seeking a Contractor to provide an insight into the current state-of-the-art of this particular technique through a desk study and optional modelling and airborne survey. These technical Terms of Reference define the technical framework of all related activities expected of the Contractor.

2 SCOPE

2.1 General

Work tasks are divided into three (3) distinct components. Work Tasks 2 and 3 are options that the Commission may choose to exercise at its sole discretion.

2.2 Work Task 1: Desk study

The Contractor shall perform a **desk study** into state-of-the-art airborne magnetics hardware and techniques used for the detection of observables similar to those of interest in an OSI-context. The desk study shall draw from the Contractor's own experience and reference examples from journals etc.

Examples of applications may include but not be limited to UXO detection, mapping man made buried structures like tunnels, pipes, cased boreholes and other engineering scale features etc. Examples can be drawn from the use of sensors mounted on either manned or unmanned platforms but the focus shall be on **manned** platforms.

As well as summarising current state-of-the-art hardware, techniques and analogue examples, the Contractor shall also make recommendations on optimal configurations for OSI airborne magnetic operations bearing in mind the resources available to an inspection team in terms of manpower and time. The cost of configurations shall be reported but effectiveness at detecting OSI-relevant observables is the primary consideration at this stage.

The desk study shall document the worldwide applicability of different magnetic survey equipment/techniques or indicate their geographical boundaries or effectiveness. The Contractor shall also list publically or privately held magnetic datasets that could be used to support airborne magnetic survey planning.

On commencing Work Task 1, the Contractor shall participate in a meeting, either in person at the Vienna International Centre or via video link (0900-1800 CET Monday-Friday), with staff of the Commission to be briefed on:

- On-Site Inspection procedures, operations and search logic;
- Airborne survey during an OSI, with a focus on airborne magnetics;
- Possible magnetic observables of interest in an OSI-context.

This Work Task shall not exceed twenty (20) days.

2.3 Work Task 2: Identification of target area for testing

Upon successful completion of Work Task 1 and subject to input from Commission staff, the Commission **may exercise the option to implement Work Task 2**. A decision by the Commission on whether Work Task 2 will be initiated will be taken no later than one (1) month after the acceptance of work delivered as part of Work Task 1.

The Contractor shall **identify** a target area for possible modelling and operational testing in Work Task 3. The target area shall contain shallow subsurface features, similar to those of relevance to an OSI e.g., man-made buried structures like tunnels, pipes, cased boreholes and other engineering scale features. The location of target observables shall be known and mapped.

The Contractor shall organise access to the target area for any ground survey. The location of mapped features shall be provided to the Commission as a vector file e.g., shape or similar format.

The magnetic signature of known target observables shall be modelled and data outputs provided to the Commission as raster/vector data in GIS compatible format(s).

The location of relevant observables shall not be provided to those planning airborne survey or processing acquired data in Work Task 3.

The geographical extent of the area shall be sufficient to provide a realistic test of the detection capabilities of airborne magnetic systems (typically 20-50km²).

This Work Task shall not exceed twenty (20) days.

2.4 Work Task 3:

Upon successful completion of Work Task 2 and subject to input from Commission staff, the Commission **may exercise the option to implement Work Task 3**. A decision by the Commission on whether Work Task 3 will be initiated will be taken no later than one (1) month after the acceptance of work delivered as part of Work Task 2.

The Contractor shall provide the airborne magnetic system (s), crew, airframe and operator to acquire data over the target area identified in Work Task 2. The Contractor shall organise all necessary permissions to acquire data from an airborne platform over the target area and shall ensure that Commission staff have access to observe activities on-site.

The Contractor shall designate an airborne magnetics survey expert(s) to design a flight plan. Individual(s) involved in this activity shall not know the locations of subsurface observables. Flight activities, excluding days allowed for inclement weather conditions, shall not exceed 2 days with no more than a total of 6 flight hours allocated to the Work Task.

Upon data acquisition, the Contractor shall designate a data processing expert to process acquired data using the optimal processing technique(s) identified in Work Task 1. These data shall be compared against modelled data and known observable locations. The Contractor shall provide a report detailing the ability of the airborne magnetics system(s) to detect known subsurface observables.

3 DELIVERABLES

3.1 Deliverable 1:

The Contractor shall provide a report detailing the findings of the desk study as described in Work Task 1.

Upon receipt of Deliverable 1, the Commission shall provide feedback with two (2) weeks, and, based on the Terms of Reference, may request the Contractor to revise the desk study.

3.2 Deliverable 2:

The Contractor shall provide a report and associated data as described in Work Task 2.

Upon receipt of Deliverable 2, the Commission shall provide feedback with two (2) weeks, and, based on the Terms of Reference, may request the Contractor to revise the report.

3.3 Deliverable 3:

The Contractor shall provide a report and associated data as described in Work Task 3.

Upon receipt of Deliverable 3, the Commission shall provide feedback with two (2) weeks, and, based on the Terms of Reference, may request the Contractor to revise the report.

4 ORGANISATION OF WORK

4.1 Initiating work

Work Tasks 2 and 3 are **options only** and the Commission reserves the right not to initiate these Work Tasks. Work Tasks 2 and 3 will be initiated following notification from the relevant Commission Procurement Officer and the Contractor shall perform work only after receipt of this notification.

4.2 Completion, acceptance and invoicing

At the end of a particular Work Task and the acceptance of the relevant deliverable, the Contractor may submit to the Commission an invoice for payment in accordance with the Commission's General Conditions on Contract.

5 TERM OF CONTRACT AND OPTIONAL EXTENSION

The Commission shall have the right, but not the obligation, to implement Work Tasks 2 and 3.

6 REQUIREMENTS

6.1 Contractor

The Contractor shall demonstrate a proven track record in the:

- Application of airborne magnetic survey;
- Use of the English language, both written and oral, to communicate with international clients.

The Contractor shall identify key staff that will be assigned to the project.

6.2 Key staff

The 'team' shall not exceed six (6) in number and collectively shall satisfy the following requirements:

- Proven project management experience* and supervision of airborne magnetics survey operations;
- Proven experience* of airborne magnetics survey planning;
- Proven experience* of airborne magnetics data processing;
- Proven experience* of magnetic data modelling;

* 'Proven experience' means minimum of eight (8) years of professional experience demonstrated by named projects and an individual's role in each project.

Each member of the 'team' shall satisfy the following requirements:

- Ability to use the English language for all written and oral communication with technical officers of the Commission.

7 REPORTING AND MEETINGS

Following the kick-off meeting for Work Task 1, bi-weekly meetings shall be held at the Vienna International Centre or via video link (0900-1800 CET Monday-Friday).

8 INTELLECTUAL PROPERTY

Reports generated by the Contractor shall belong to the Commission. Raw data and processed data generated as part of Work Tasks 2 and 3 shall belong to the Commission.

9 RESOURCES PROVIDED BY THE COMMISSION

For designated Contractor Personnel, and to the extent necessary for the Contractor to fulfil the requirements of these Terms of Reference, the Commission will provide qualified staff available to assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.

10 QUALITY OF THE PROPOSAL

The Contractor is expected to submit a proposal that addresses the content of the ToR in a comprehensive and detailed way. In the proposal, the Contractor shall also explicitly tabulate how his proposed personnel meet the requirements laid out in section 6.

The Contractor should show good understanding of the requirements as well as the responsibilities and duties expected from them. The Contractor shall propose a suitable way to approach Work and complete deliverables.

With respect to Work Task 3, the Contractor shall also provide detailed costings for flight time including the use of the relevant magnetic sensor(s).

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

- a) The firm/organization 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) The firm/organization 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) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.
- d) The firm/organization 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) 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) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation;
- g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ 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.
- h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹
- i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) 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.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.

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.

