INVITATION TO BID
RE-BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2020-0122/Thorvaldsdottir
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Date: 20 Nov 20

Attn.:
Phone:
Fax:
Email:

Title of Request: RE-BID - Services to Document and Finalise the Development of the Preparedness and Deployment Concept for On-Site Inspection Equipment

Deadline for Submission: 11 Dec 20
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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Requirements</th>
<th>Quantity</th>
<th>U/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service to Document and Finalize the Development of the Preparedness and Deployment Concept for On-Site Inspection. In accordance with Annex B, Terms of Reference</td>
<td>1</td>
<td>Lot</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2020-0122</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Services to Document and Finalise the Development of the Preparedness and Deployment Concept for On-Site Inspection Equipment</td>
</tr>
</tbody>
</table>

**Closing Date:** 11 Dec 20

**Vienna Local Time:** 17:00

**Procurement Staff:** Thorvaldsdottir

**CTBTO Req. No.:** 0010016707

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

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tr>
<td>Contact Name:</td>
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<td>Email/Tel:</td>
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</table>

**By:** __________________________

(date)

## B: We may submit and will advise

<table>
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<th>Company Name:</th>
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<td>Contact Name:</td>
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<td>Email/Tel:</td>
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**By:** __________________________

(date)

## 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) ________________________________

<table>
<thead>
<tr>
<th>Company Name:</th>
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<tr>
<td>Contact Name:</td>
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<td>Email/Tel:</td>
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</table>

**By:** __________________________

(date)
INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

This Invitation to Bid (ITB) is for the provision of “Services to Document and Finalize the Development of the Preparedness and Deployment Concept for On-Site-Inspection Equipment” (hereinafter referred to as the “Work” and/or the “Services”) as described in the 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) Technical Specifications/Terms of Reference (Annex B);
(d) The Bidder’s Offer (Bid) (Annex C).

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
(c) The Commission’s General Conditions of Contract
(d) Terms of Reference (Annex B)
   ⚫ Including Attachment No. 1: Technical Evaluation Criteria
(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 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 shall be submitted electronically in three separate pdf files:

- one containing a Financial Bid with prices,
- one containing a Financial Bid without prices, and
- one containing a Technical Bid,

Send the Bid to [procurement@ctbto.org](mailto:procurement@ctbto.org)

The subject of the email shall contain the following:

**NAME OF THE PROJECT:** Services to Document and Finalize the Development of the Preparedness and Deployment Concept for On-Site Inspection Equipment

**CTBTO REFERENCE No.:** 2020-0122/THORVALDSOTTIR

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.

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

6. **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](mailto:procurement@ctbto.org)

Subject: Request for Clarifications re ITB No. 2020-0122/THORVALDSOTTIR

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.

7. Eligible Goods or 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 which the Services are supplied.

8. 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 Services as invoiced and of the following documents:

(1) Invoice(s) showing price of 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;
(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 Services as invoiced; and
(4) 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 invoices, 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.
9. **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 financial and technical capability necessary to perform the Purchase Order must be documented to the Commission’s satisfaction.

(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 as and if applicable.

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.

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. Delivery Schedule

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

7. 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 a Price Schedule equivalent to 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 goods/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 goods/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 goods/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.

8. **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.

9. **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.

The detailed list of technical evaluation criteria is attached as Attachment No.1

(b) Subject to the conformance of the Technical Bid to the Terms of Reference, the Financial Bid shall be evaluated as follows:

   (i) contractual compliance;
   (ii) commercial acceptability.
(a) The Commission, based on the evaluation method given above, will determine the Bid which is the “least costly technically acceptable Bid”.

(b) 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. Negotiation of the Bid and Award

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 the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing. The Commission also reserves the right to split the award for this project if deemed desirable.

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**

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.
<table>
<thead>
<tr>
<th><strong>Delivery Time:</strong></th>
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<tbody>
<tr>
<td><strong>Shipping weight (kg) and Volume (m³) – if applicable:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):</strong></td>
<td></td>
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<tr>
<td>☐ For one year period ☐ For a period of ..............................</td>
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<tr>
<td><strong>Warranty period applicable (it shall be for a ** <strong>minimum of 24 months</strong>, starting from the acceptance of the goods/services by the Commission) – please tick below:</strong></td>
<td></td>
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<tr>
<td>☐ For a two year period ☐ For a period of ..............................</td>
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<tr>
<td><strong>Availability of local service in Vienna, Austria (if any):</strong></td>
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<tr>
<td><strong>State country of origin or assembly of all items quoted:</strong></td>
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<td><strong>Quantity discount and early payment discount (if any):</strong></td>
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<tr>
<td><strong>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.</strong></td>
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<tr>
<td><strong>Included in this Bid : Yes ☐ No ☐</strong></td>
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<tr>
<td><strong>Confirmation that the bidder has reviewed the Commission’s General Conditions of Contract and agreed to all terms and conditions.</strong></td>
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<td>Yes ☐ No ☐</td>
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<tr>
<td><strong>Remarks:</strong></td>
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<td><strong>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).</strong></td>
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<tr>
<td>Yes ☐ No ☐ Not applicable ☐</td>
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<td><strong>Remarks:</strong></td>
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<td><strong>Name:</strong></td>
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<td><strong>Name &amp; Title of Contact Person:</strong></td>
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<td><strong>Signature &amp; date:</strong></td>
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</table>
The Bidder is encouraged to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed cost breakdown of the services to be provided, from unit price to total prices.

**A. Cost Breakdown per Item:**

<table>
<thead>
<tr>
<th>Lot</th>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price EUR/USD</th>
<th>Total Price EUR/USD</th>
</tr>
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<tbody>
<tr>
<td>Lot 1</td>
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<td>Lot 2</td>
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<td>Lot 3</td>
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</table>

Subtotal Price in EUR/USD (DDP, excluding VAT)  
VAT/GST/Sales Tax (If applicable)  
Grand Total Price in EUR/USD (DDP, including VAT)
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 title 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 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 transhipment 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 parts 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

SERVICES TO DOCUMENT AND FINALISE THE DEVELOPMENT OF THE PREPAREDNESS AND DEPLOYMENT CONCEPT FOR ON-SITE INSPECTION EQUIPMENT

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its headquarters in Vienna (hereinafter referred to as “the Commission”) is the international organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an international data centre and on-site inspections (OSI) to monitor compliance with the Treaty.

Adequate capabilities to deploy OSI equipment within the timelines of the CTBT and to provide operational support to a deployed team are a fundamental requirement for the successful conduct of an inspection. They have been developed and constantly reviewed since the beginning of the Organisation including through their testing during field tests and exercises.

The Commission outlines here the Terms of Reference (ToR) for “Services to Document and Finalise the Development of the Preparedness and Deployment Concept for On-Site Inspection Equipment”, hereinafter referred to as “Services”.

2. GENERAL REQUIREMENTS

The Contractor shall carry out the Services in accordance with these ToR and as per the Commission’s request in the most cost-efficient manner and in accordance with best practices.

The Contractor shall regularly report on the progress, interim results and time estimated for the required Services to the Commission.

2.1. Qualifications

The personnel provided by the Contractor for this project shall have an advanced university degree in logistics, emergency response, or a related field, and at least 5 years of relevant work experience dealing with planning and implementation of rapid deployment operations and with in-field support activities for deployed/remote operations.

As an essential requirement, the personnel of the Contractor shall have excellent written and oral communication skills in the English language.

2.2. Experience

The relevant personnel shall have knowledge and at least 5 years of work experience in the following areas as demonstrated by proven records of achievements (e.g. reports or publication):

- warehouse management and multimodal transportation of technical and support equipment including dangerous goods;
- supply chain experience and an understanding of emergency context and security management;
• rapid deployments and in-field support operations in international environments.

3. COMMUNICATION

The Commission appoints a Technical Officer as the Point of Contact (PoC) for this project, who will closely liaise with the Contractor throughout the period of this project. In this regard the Contractor shall:

• Coordinate and regularly update the Commission on all activities under these ToR,
• Respond effectively and accurately to any question on the Services from the Commission,
• Ensure that all communication will be in English and, if not in person, through e-mail, phone or video conferencing,
• Provide written reports as discussed in Section 4, Technical Specifications.

The Commission reserves the right to provide comments and request revisions on any report as well as to request additional information to be considered or provided within four weeks of the receipt of a report.

4. TECHNICAL SPECIFICATIONS

The main deliverable under these ToR is a written report on the preparedness and deployment concept for OSI equipment. The report shall give a comprehensive overview of the history and rationale of relevant developments to date and summarise the current status of capabilities in a finalised concept.

4.1 General considerations

In drafting the report, the following aspects of the OSI equipment preparedness and deployment concept and its development shall be considered:

• Characteristics of an OSI and general operational support requirements,
• Definition of the OSI equipment preparedness and deployment capability and its role within the overall OSI capability,
• Key components and enablers of fully functioning preparedness, rapid deployment and in-field support operations (including storage, maintenance, mobilization, multimodal transportation, etc.),
• OSI equipment preparedness and deployment concept,
• Remaining constraints and challenges.

4.2 Specific tasks

For the report, the Contractor shall perform the following tasks:

A. Gathering information about the development and status of the OSI equipment preparedness and deployment capability by reviewing available documents from the Commission and from public sources and conducting interviews with Commission staff and relevant experts regarding background and findings from, inter alia and as applicable:

› Expert meetings and workshops,
› Development approach, projects and consultancies,
› Studies and field tests,
› Training activities and exercises.

B. Synergising all relevant gathered and reviewed information into concise summaries on all aspects listed in 4.1.
C. Reviewing the summaries in consultation with the Commission and compiling them into a report covering all aspects listed above with emphasis on:

› the development and validation of the current OSI equipment preparedness and deployment capability,
› the finalization of the OSI equipment preparedness and deployment concept,
› remaining issues and plans for further development.

5. TIMELINES

The project is to be delivered by the Contractor in accordance with the following milestones:

• Issuance of all summaries not later than at the end of February 2021,
• Issuance of the final report not later than at the end of March 2021.

These milestones are based on the following estimates for the required person-days per task:

• Task A: 20 person-days
• Task B: 35 person-days
• Task C: 15 person-days
The technical evaluation will follow each section and block of text in the technical terms of reference (ToR), therefore the Supplier is encouraged to include information/response to all parts of the ToR.

<table>
<thead>
<tr>
<th>Section in ToR</th>
<th>Requirements as per ToR</th>
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</table>
| 2.1. Qualifications | 1) The bidder shall propose personnel fulfilling the requirement of an advanced university degree in logistics, emergency response, or a related field
2) The bidder shall propose personnel fulfilling the requirement of at least 5 years of work experience in planning and implementation of rapid deployment operations and with in-field support activities for deployed/remote operations
3) The bidder shall propose personnel fulfilling the requirement of excellent written and oral communication skills in English. |
| 2.2. Experience | 1) The bidder shall propose personnel fulfilling the requirement of knowledge and at least 5 years of work experience in:
  - warehouse management and multimodal transportation of technical and support equipment including dangerous goods;
  - supply chain experience and an understanding of emergency context and security management;
  - rapid deployments and in-field support operations in international environments |

**IMPORTANT:**

The evaluation of the technical offers will be done on a PASS/FAIL basis, therefore, in order to be deemed technically compliant, bidders shall comply with all mandatory requirements listed above.

Failure to comply with at least one of the mandatory requirements will result in the disqualification of the non-compliant offer.
CTBTO Member States

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

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: ______________________
<table>
<thead>
<tr>
<th><strong>VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK</strong></th>
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<tbody>
<tr>
<td><strong>1. Name of Company:</strong></td>
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<td><strong>2. Street Address:</strong>                             3. Telephone:</td>
</tr>
<tr>
<td>P.O. Box:                                                 4. E-Mail:</td>
</tr>
<tr>
<td>City:                                                    5. Website:</td>
</tr>
<tr>
<td>Zip Code:                                                 6. Contact Person:</td>
</tr>
<tr>
<td>Country:                                                  Title:</td>
</tr>
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<tr>
<td><strong>7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)</strong></td>
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</tr>
<tr>
<td><strong>8. Year Established:</strong>                                 9. Number of Employees:</td>
</tr>
<tr>
<td><strong>10. Gross Corporate Annual Turnover (US$m)*:</strong>           11. Annual Export Turnover (US$m)*:</td>
</tr>
<tr>
<td><strong>12. Type of Business/Products:</strong>                      <strong>13. Type of Business/Services/Work:</strong></td>
</tr>
<tr>
<td>Manufacturer □   Sole Agent □   Supplier □                Engineering □   Civil Work □   Governmental Institution □</td>
</tr>
<tr>
<td>Other □ (please explain)                                 Other □ (please explain)</td>
</tr>
<tr>
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</tr>
<tr>
<td>**14. References (your main customers, country, year and technical field of products, services or work): **</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)</strong></td>
</tr>
<tr>
<td>Organization:                                             Value in USS Equivalent:</td>
</tr>
<tr>
<td>Value in USS Equivalent: Year:</td>
</tr>
<tr>
<td>Organization:                                             Value in USS Equivalent:</td>
</tr>
<tr>
<td>Value in USS Equivalent: Year:</td>
</tr>
<tr>
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<tr>
<td><strong>16. Summary of any changes in your company’s ownership during the last 5 years:</strong></td>
</tr>
</tbody>
</table>

* 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:

<table>
<thead>
<tr>
<th>Product/Service/Work #</th>
<th>Product/Service/Work Description</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name:                                 Title:                                             Signature:                                 Date: 

### Bank Details

Bank Name: 

Bank Address: 

Exact Account Holder Name: 

### Beneficiary Details

Beneficiary Name: 

(exactly as stated on bank statements)

IBAN: 

(if applicable)

Account number: 

SWIFT/BIC: 

ABA/Sort Code: 

### Additional Details (if applicable)

Correspondent bank: 

Correspondent account number: 

Correspondent SWIFT/BIC: 

Tax Identification Number: 

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* 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.