REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2020-0160/POGGIO

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Date: 09 Nov 20

Attn: Courtley Linley
Chief, Procurement Section

Subject: PROPERTY INSURANCE FOR THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE

Deadline for Submission: 18 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 submit a proposal that meets the requirements of the attached documents.

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

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

Yours Sincerely,

Courtney Linley
Chief, Procurement Section
ACKNOWLEDGEMENT FORM

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<th>Solicitation No:</th>
<th>2020-0160</th>
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<tr>
<td>Title:</td>
<td>PROPERTY INSURANCE FOR THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE</td>
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<tr>
<td>Closing Date:</td>
<td>18 Dec 20</td>
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<td>Vienna Local Time:</td>
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Procurement Staff: Davide Poggio
CTBTO Req. No.: 0010016710

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

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<td>___ our current workload does not permit us to take on additional work at this time;</td>
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<td>___ we do not have the required expertise for this specific project;</td>
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<td>___ insufficient time to prepare a proper submission;</td>
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Company Name: __________________
Contact Name: __________________
Email/Tel: ____________________
INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

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 Request for Proposal (RFP) is for the provision of insurance services as described in the Terms of Reference.

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

2. Documents included in this request for proposal (RFP)

This RFP consists of the following documents:

(a) Letter of Invitation
(b) These Instructions for Preparation and Submission of Proposals
(c) List of CTBT Member States
(d) Statement of Confirmation
(e) Vendor Profile Form
(f) Annexes A through C:
   - Annex A: Special Conditions
   - Annex B: Commission’s General Conditions of Contracts
   - Annex C: Terms of Reference
(g) Procedure for Submission of Electronic Bids

Please note that, due to confidentiality reasons, Annex 1 to 3 to the Terms of Reference:

Annex 1: Building plans
Annex 2: Fire alarm system and escape plan
Annex 3: Security / access plan

will be provided only to the Bidders who will send the Acknowledgment Form properly filled and upon written request (see Email contact under Section 6 below).

Note: In the event of award, the Proposal will be incorporated as Annex D to the Purchase Order. 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) Special Conditions (Annex A);
(c) The Commission’s General Conditions (Annex B);
(d) Terms of Reference (Annex C);
(e) The Contractor’s proposal or insurance policy (Annex D).
3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

The Proposal shall be submitted electronically via e-mail according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS”.

The Proposal shall be received not later than the Deadline for Submission 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 RFP 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 RFP No. 2020-0160

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

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

7. Eligible Goods and Services

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

The Commission intends to issue a Purchase Order for a period of three years starting 1 March 2021 with an option to extend for further periods of two (2) years and up to a maximum of 7 years.

Payment conditions are described in the Special Conditions (Annex A hereto).

9. **Content of your Proposal**

The Proposal shall contain, but not necessarily be limited to, the information described below. Any additional services that are considered needed besides those required in the Terms of Reference shall be addressed, providing justification and associated costs for each of these new services, as appropriate. The Commission may choose to accept them or not, in whole or in part, or modify them, at its own discretion.

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

The proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

**PART I: TECHNICAL PROPOSAL**

**Section 1 - Statement of Confirmation and Vendor Profile Form**

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

**Section 2 – Information on Your Company**

a) A description of the qualifications and experience of your company relevant to the insurance coverage. Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.  
b) Telephone and email of a point of contact in your organization responsible for the Proposal.

**Section 3 – Insurance Policy**

a) A proposal for an Insurance Policy in accordance with the attached Terms of Reference.  
b) An overall presentation of the proposed Insurance Policy.  
c) A detailed description of the risks included in the Insurance Policy and the applicable conditions (e.g. applicable deductibles “Selbstbehalt”). The insurance shall cover as a minimum the risks listed in the Terms of Reference. If any additional risk is included in the policy, this shall be clearly defined. If any risk is not included in the policy, this shall be clearly stated.  
d) If any optional risk coverage is proposed, this shall be clearly separated in the proposal.  
e) A description of the insurance claim procedure and the relevant contact point.  
f) Your acceptance of the requested insurance duration (3 + 2 + 2 years).
Section 4 - Subcontractor(s)

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

Section 5 - General Conditions of Contract

A statement that the bidder has carefully reviewed the Special Conditions and the General Conditions of Contract and is in agreement with its terms and conditions.

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall include:

Section 1 – Premium

a) The applicable yearly Premium for the first 3-year period.
b) The applicable yearly Premium for the further optional 2-year periods, or the proposed calculation method.
c) The yearly cost of optional insurance coverage, in addition to the proposed policy.
d) Possible discounts shall be clearly indicated (e.g. based on long term duration of the contract).
e) The Premium shall be defined in US Dollars or Euro and shall include all costs related to the insurance coverage;
f) The Financial Proposal shall provide a proper breakdown, details, justifications and explanations of each of the cost items composing the Premium. Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with less request for clarifications/justifications in a later stage. This is also a factor influencing the decision for contract award.

Taxes

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 Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

Section 2 - Payment Terms

In this Section you shall provide the Commission with a statement that you have carefully reviewed the payment terms as described in the “Special Conditions” and you are in agreement with such terms.

10. Completeness and Correctness of the Proposal

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

11. Validity of Proposal

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

12. Correction of Errors

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

13. Evaluation of Proposals

(a) The technical evaluation shall include the following evaluation criteria:

   (i) Compliance of the proposed insurance with the Terms of Reference;
   (ii) Contractor’s experience and qualifications.

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

   (i) contractual compliance;
   (ii) yearly premium and applicable discounts.

(c) The Commission, based on the evaluation method given above, will determine the Proposal, which is the “least costly technically acceptable Proposal”.
14. **Negotiations of the Proposal**

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding a contract under this RFP.

15. **Modification and Withdrawal of Proposal**

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

16. **The Commission’s Right to Reject the Proposal**

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

The Commission also reserves the right to split the award for this project if so deemed in the interest of the Commission.

17. **Costs of preparation and submission of the Proposal**

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

18. **Subcontracting**

In preparation of the Proposal you may cooperate with and subcontract other organizations or enterprises, which must be from the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT). However, as the future contractor, you shall be fully responsible for the implementation of the project, including the performance of sub-contractors and shall alone be entitled to receive instructions from the Commission.

19. **Proprietary Information**

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

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

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 Quotation 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 STATE BELOW & SUBMIT WITH PROPOSAL

<table>
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<th>Delivery Time:</th>
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<tr>
<td>Shipping weight (kg) and Volume (m³) – if applicable:</td>
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<td>List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):</td>
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<td>☐ For one-year period  ☐ For a period of …………………………</td>
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<td>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:</td>
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<td>☐ For a two-year period  ☐ For a period of …………………………</td>
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<td>Availability of local service in Vienna, Austria (if any):</td>
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<td>State country of origin or assembly of all items quoted:</td>
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<td>Quantity discount and early payment discount (if any):</td>
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<td>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.</td>
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<td>Included in this quotation: <strong>Yes</strong>  ☐  <strong>No</strong>  ☐</td>
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<td><strong>Confirmation that the bidder has reviewed the Commission’s Model License Agreement (if attached), the Commission’s General Conditions for Goods (if attached), the Commission’s General Conditions of Contract (if attached), Draft Contract (if attached), and the Special Conditions (if attached), and agreed to all terms and conditions.</strong></td>
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<td>Remarks:</td>
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<td>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).</td>
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<td><strong>Name &amp; Title of Contact Person:</strong></td>
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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;

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:

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<th>2. Street Address:</th>
<th>3. Telephone:</th>
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<td>P.O. Box:</td>
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<tr>
<td>City:</td>
<td></td>
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<tr>
<td>Zip Code:</td>
<td>Country:</td>
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| 4. Fax: | 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 | Sole Agent | Supplier |

| 13. Type of Business/Services/Work: Engineering | Civil Work | Governmental Institution |

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)**

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Value in US$ Equivalent:</th>
<th>Year:</th>
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<tbody>
<tr>
<td>Organization:</td>
<td>Value in US$ Equivalent:</td>
<td>Year:</td>
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16. Summary of any changes in your company’s ownership during the last 5 years:

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

**Please provide supplementary documentation on these items.
17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):  

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Questionnaire completed by:

18. Name: 

Title: 

Signature: 

Date: 

19. Evaluated By:  

FOR CTBTO USE ONLY  

Initials 

Date: 

20. Updated By: 

Initials 

Date: 

21. Remarks: 

22. Vendor Registration Number Allocated: 

Not Accepted: 

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

**Please provide supplementary documentation on these items.
PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES

Given the current logistics restrictions at the Vienna International Centre as a result of the COVID-19 situation, the Commission invites you to submit your sealed bids in response to

Request for Proposal No. 2020-0160/POGGIO:
“PROPERTY INSURANCE FOR THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE”

Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this Tender process.

CRITICAL INFORMATION:

Create separate zip files for technical bids and financial bids (labeling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

Step 1: You provide the encryption key (password) for the Technical Bid only (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Bids, if your Technical Bid is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Bid you have already submitted by the Tender Deadline.

Should you have any questions, please send an email to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late bids will not be accepted.

INSTRUCTIONS:

In a WINDOWS environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software 7-zip, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we’ll use 7-zip as an example. (You can download the 7-zip code for Windows at: 7-zip.org )

In LINUX, you can use, for instance, ‘sha1sum’ on the command line.

Creating the archives for submission

Regardless of whether the bid is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.
As an example of how to submit your bid in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the bid for “RFP 2020-0010/EDWALD”. *(You will need to replace these elements with the real information for your actual bid.)* Assuming further that you have installed the 7-zip software on the Windows system you are using. We will only go through the creation of the Technical bid component; the Financial bid component is similar.

![Figure 1 An example set of files to be submitted](image)

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “ >” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the bid in question: the actual company indicator, and the actual RFP identification string. Note that it is not possible to put a slash “/” in the filename, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner. **Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial bids.**
Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file hasn’t been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below. If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “ >” brings a few more options to light, select the SHA-1 option. A smaller dialog pops up: (see Figure 3, SHA1 below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)
If this CRC SHA function is not available by ‘right-click’ on your Windows version, you can also do this from ‘the command line’, a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:

```
certutil –has h file SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1
```

where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 “hash”. You can copy-and-paste the string for use in the email (below).

**Sidebar: How to open a CMD window in Windows:**

The way to open a Command window (or ‘terminal’) depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

[https://www.lifewire.com/how-to-open-command-prompt-2618089](https://www.lifewire.com/how-to-open-command-prompt-2618089)

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Bid and the Financial Bid archives as attachments. The text of the email should contain the SHA1 information for both archives.
   **SEND THIS TO:** sealed_bids@ctbto.org  (note that there is an underscore “_” between “sealed” and “bids”). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- “SOFTCOMP-2020-2010-EDWALD-Technical Bid” the contents of which must contain the Encryption Key for the Technical Bid (the password you used when creating the Technical Bid). (Again, note the underscore between ‘bid’ and ‘keys’.)
   **SEND THIS TO:** bid_keys@ctbto.org

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Bid to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Bids to the
sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Bid to the Commission if and when informed by the Commission that your Technical Bid had been evaluated as “technically acceptable”.

The Financial Bid Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission’s request, clearly marked in Subject: Encryption Key for (example): “SOFTCOMP 2020-2010 EDWALD-Financial Bid”. If your Bid is not considered “technically acceptable”, the Commission will not request an Encryption Key for your Financial Proposal, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late bids will not be accepted.
ANNEX A

SPECIAL CONDITIONS

These Special Conditions shall apply to the present Purchase Order No. [.......... ]. If there are any discrepancies or conflicts between the General Conditions of Contract and these Special Conditions, the latter shall prevail.

1. Payment:

- The yearly premium shall be paid in advance at the start of the relevant term in accordance with the following payment terms and subject to the following conditions:

  (a) The Commission shall pay to the Supplier the firm fixed price of the Purchase Order within 30 days after the submission by the Supplier to and acceptance by the Commission of advance payment invoice. The invoice shall be submitted in 1 (one) original and 2 (two) copies or electronically, from the Supplier’s official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to the Commission’s email address payments@ctbto.org. The invoice shall contain the Purchase Order number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor’s bank, account number, account holder’s name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer, as well as bank address and branch number.

  (b) Advance payment invoice shall be supported by the acknowledgement Copy of the Purchase Order, duly signed by the Supplier.

- Applicable taxes shall be invoiced separately or be separately identified on the invoice(s) and actual payment must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

2. Optional Extension

The Insurance Services are contracted for a period of three (3) years.

The Commission has the option to extend the Insurance Services for two further periods of two (2) years each, subject to the availability of funds, under the same terms and conditions as those of this Purchase Order. The Commission will inform the Contractor about the intention to extend the Services at least one (1) month prior to the completion
date of the relevant period. The optional extension will be implemented through separate Purchase Order to the Contractor by the Commission.

3. **Transmission of Notices, Reports and other Documents:**

   (i) For Contractual Issues:
   
   Chief, Procurement Section
   
   Preparatory Commission for the Comprehensive Nuclear-Test- Ban Treaty Organization (CTBTO)
   
   Vienna International Centre
   
   Wagramerstrasse 5, P.O. Box 1200
   
   1400 Vienna, Austria
   
   Tel: + (43 1) 26030 6350
   
   Fax: + (43 1) 26030 5948
   
   E-mail: [Procurement@ctbto.org](mailto:Procurement@ctbto.org)

   (ii) For invoices and related enquiries:
   
   Accounts Payable
   
   CTBTO Financial Services Section
   
   Vienna International Centre
   
   Wagramerstrasse 5, P.O. Box 1200
   
   1400 Vienna, Austria
   
   Tel: + (43 1) 26030 6292
   
   E-mail: [Payments@ctbto.org](mailto:Payments@ctbto.org)

   (iii) For Technical Issues:
   
   General Services Unit
   
   Preparatory Commission for the Comprehensive Nuclear-Test- Ban Treaty Organization (CTBTO)
   
   Vienna International Centre
   
   Wagramerstrasse 5, P.O. Box 1200
   
   1400 Vienna, Austria
   
   Tel: + (43 1) 26030 6125
   
   E-mail: [CTBTO.General.Services@ctbto.org](mailto:CTBTO.General.Services@ctbto.org)

4. **Purchase Order Revision**

   No modification of, or change in, this Purchase Order, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written revision to this Purchase Order, signed by duly authorized Representatives of the Contractor and of the Commission.
ANNEX B

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 MAJEUR

(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 satisfactorily 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 after delivery of the Goods:
   (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
   (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

1 April 2016
ANNEX C

TERMS OF REFERENCE

PROPERTY INSURANCE FOR THE
CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE

1. BACKGROUND INFORMATION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) 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.

In order to support the activities of the Commission, a comprehensive Technology Support and Training Centre (TeST Centre), located within the premises of the Austrian Institute of Technology at Seibersdorf, has been established.

The Commission outlines here the Terms of Reference (ToR) that the Contractor shall use as a basis for the provision of property insurance for the CTBTO Technology Support and Training Centre against the total or partial loss or damage of its buildings and/or fixed elements of internal fit against agreed risks.

2. DESCRIPTION OF THE FACILITY

In addition to its headquarters Offices at the Vienna International Centre (VIC) in Vienna, the Commission has constructed a state-of-the-art facility comprising of two buildings and associated infrastructure called the CTBTO Technology Support and Training Centre (TeST Centre) which also hosts the Equipment Maintenance and Storage Facility (ESMF).

The facility is located within the premises of the Austrian Institute of Technology (AIT) campus at 2444 Seibersdorf, Niederösterreich.

The declared value of the TeST Centre is 8,500,000 EUR.

The facility will house the Commission’s equipment assets, workshops for equipment development, testing and maintenance and provide training facilities for up 100 staff and official participants. CTBTO staff, official participants in training and the Commissions equipment and stock assets are insured separately. A ground level parking lot (for 20 vehicles) is located adjacent to serve the facility’s needs.

As a new modern building built in accordance with all applicable Austrian and EU building standards (detailed in Annexes 1 to 3), the facility has inbuilt and 24/7 monitored fire safety systems, access control systems including CCTV, controlled access into the premises of AIT, and electrical, central heating, air conditioning and water systems. In addition, most equipment assets are standard electronic and mechanical items, such as laboratory equipment, without hazardous properties.
Limited hazardous material (sealed radioactive sources, diesel, oil and lubricants) will be stored in a few specialised storage rooms in accordance with Austrian regulations.

3. DEFINITIONS

Property insurance is required to cover for agreed risks from damages occurring from fire, natural disasters (such as flood, earthquake or any other severe natural event), glass breakage, technical dangers, extreme weather, malicious acts, theft, explosion and pollution, as described below (hereinafter “Insurance Services”).

Stock and persons inside the facility will be separately insured.

Public liability will be separately insured.

4. SCOPE OF INSURANCE SERVICES

The scope of the Insurance Services is outlined below:

- Provision of Property Insurance Services to insure the Commission against total or partial loss or damage to its TeST Centre facilities and associated infrastructure;

- Provision of all applicable Policy documents to the Commission;

- Confidentiality of documents enclosed to these Terms of Reference and in the use of the Commission’s name and logo is mandatory;

- A documented claims procedure shall be established.

5. DELIVERABLES

5.1 Description of the insurance coverage

The insurance shall cover the facility of the TeST Centre against total or partial loss, or damages through (as a minimum):

- fire
- water leakage
- glass breakage
- technical dangers
- flood, earthquake, or any other severe natural event
- severe weather
- explosion, pollution or malicious acts.

Additional coverage and/or services may form part of the insurance policy offered by the Contractor, as agreed under the Purchase Order.

Additional coverage and/or services can also be requested by the Commission and agreed upon with the Contractor at a later stage, subject to an adequate adjustment of the yearly premium.
5.2 **Duration of the Insurance Services**

The Insurance Services are contracted for a period of three (3) years.

The Commission has the option to extend the Insurance Services for two further periods of two (2) years each, subject to the availability of funds, under the same terms and conditions as those of this Purchase Order. The Commission will inform the Contractor about the intention to extend the Services at least one (1) month prior to the completion date of the relevant period. The optional extensions will be implemented through separate Purchase Orders to the Contractor by the Commission.

5.3 **Description of the facility to be insured**

The Insurance Services shall apply to the CTBTO TeST Centre.

The TeST Centre consists of:

- **One main building** with an outbuilding and associated infrastructure, **totalling 4,100 m2 floor space with a volume of 24,100 m³**. The main building consists of a high-grade warehouse for equipment and supplies and an office component which houses the workshops, test rooms and training rooms. The office part of the building is a two-story building and is directly connected to the warehouse. The building will contain limited quantities of hazardous materials in specialised storerooms. Water and electricity are provided by the national grid - there is also a photovoltaic system on the roof.
- **An additional annex building** is single-story and contains standby generators and associated fuel supply of 2 cubic meters of diesel in professional grade storage tanks.

The facility is covered by an extensive CCTV network monitored by the Austrian Institute of Technology security and all entrances are security card access protected. The facility is situated in the secure Austrian Institute of Technology complex with its own police force, security guards and the nearest national police station and fire station are within 500 metres.

The CTBTO has its own fire safety officer trained according to the Austrian regulations and in addition a contract is in place for fire safety advice.

Attached are the “as-built” plans and technical drawings of the facility, including the details of the fire protection scheme and security scheme.

Annex 1: Building plans
Annex 2: Fire alarm system and escape plan
Annex 3: Security / access plan

6. **CONFIDENTIALITY AND NON-CONFLICT OF INTEREST**

The Contractor shall adhere to the highest ethical standards and general principles of public procurement. Attention is drawn to clauses 8, 12, 14 and 15 of the Commission's General Conditions of Contract.