REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2021-0021/DABBS
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Date: 08 April 21

Attn: Phone:
Fax:
Email:

Subject: CTBTO’s Commercial Risk Insurance Policy Coverages and Services

Deadline for Submission: 14 May 21
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,

Ms. Courtney Linley
Chief, Procurement Section
**ACKNOWLEDGEMENT FORM**

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2021-0021</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title:</strong></td>
<td>CTBTO’s Commercial Risk Insurance Policy Coverages and Services</td>
</tr>
<tr>
<td><strong>Closing Date:</strong></td>
<td>03 May 21</td>
</tr>
<tr>
<td><strong>Vienna Local Time:</strong></td>
<td>17:00</td>
</tr>
</tbody>
</table>

**Procurement Staff:** Dunja Dabbs  
**CTBTO Req. No.:** 0010017471

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

<table>
<thead>
<tr>
<th><strong>A: We shall submit our proposal</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________________</td>
<td>Company Name: _______________________________</td>
</tr>
<tr>
<td>(date)</td>
<td>Contact Name: _______________________________</td>
</tr>
<tr>
<td></td>
<td>Email/Tel: __________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>B: We may submit and will advise</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________________</td>
<td>Company Name: _______________________________</td>
</tr>
<tr>
<td>(date)</td>
<td>Contact Name: _______________________________</td>
</tr>
<tr>
<td></td>
<td>Email/Tel: __________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C: We will not submit a proposal for the following reason(s)</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>___ our current workload does not permit us to take on additional work at this time;</td>
<td>Company Name: _______________________________</td>
</tr>
<tr>
<td>___ we do not have the required expertise for this specific project;</td>
<td>Contact Name: _______________________________</td>
</tr>
<tr>
<td>___ insufficient time to prepare a proper submission;</td>
<td>Email/Tel: __________________________________</td>
</tr>
<tr>
<td>___ other (please specify) _______________________________</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Company Name: _______________________________</td>
</tr>
<tr>
<td></td>
<td>Contact Name: _______________________________</td>
</tr>
<tr>
<td></td>
<td>Email/Tel: __________________________________</td>
</tr>
</tbody>
</table>
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 services and supply and delivery of 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 equipment are supplied and delivered and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

(a) Letter of Invitation
(b) These Instructions for Preparation and Submission of Proposals
   Attachment A: Technical Proposal - Mandatory Table of Contents and Format;
   Attachment B: Technical Proposal - Bidder Certifications
   Attachment C: Financial Proposal - Pricing Matrix
(c) List of CTBTO Member States
(d) Statement of Confirmation
(e) Vendor Profile Form
(f) Annexes A – B which will be attached to the Commission’s Final Purchase Order;
   - The Commission’s General Conditions of Contract (Annex A)
   - Terms of Reference (Annex B),

Note: In the event of award, the Proposal will be incorporated as Annex C to the Purchase Order.

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid shall not contain any interlineation, erasures or
The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS”.

The proposal shall be received 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 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@ctbt.org
Subject: Request for Clarifications re RFP No. XXX

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

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price for the services under the Purchase Order.

The terms and conditions of the payment are as follow:

Within 30 days of receipt and acceptance of the goods/services and of the following documents:

(1) Invoice(s) showing price of equipment/goods, pre-paid packing and handling, transportation and freight, insurance, customs clearance and local delivery in Vienna Austria to CTBTO. The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission’s email addressed specified in the Contract. Each invoice shall contain the Contract 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 and actual pre-paid transportation & insurance cost (if applicable);

(2) Acknowledgement Copy of the Purchase Order with Supplier’s signature;

(3) The Supplier’s certificate, counter-signed by the Consignee/end-user, confirming the successful completion of the services; 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 Contract, 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 Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

9. Preparation of the Proposal

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

Please note that Bidders may bid on all, some or only one of the insurance coverages.

The Proposal(s) 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

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

Personnel

The Proposal 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 RFP.

Statement of Confirmation

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

Description of Services

An explanation of the bidder’s understanding of the services to be provided and an overall preliminary operational plan for the execution of the services.
Specifications
The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

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

Commission’s Inputs
A description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

Time Schedule
A bar chart indicating the estimation of the duration of the services, including the duration of each task required by the Terms of Reference and key staff to be involved in each task.

Qualifications
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.

Personnel
Curriculum vitae of key staff proposed for this contract, including technical experience to perform the Work.

Sub-Contractors
Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO Member States.

PART II: FINANCIAL PROPOSAL
In the financial Proposal, you are required to define the following:

(i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.

(ii) Please complete Attachment C – “Financial Proposal – Pricing Matrix”. The quoted pricing structure including premium rates shall be fixed for the term of the Purchase Order and must include all expenses.

(iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract 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 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. Due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

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

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 Proposal

(a) The technical evaluation shall include the following evaluation criteria:
   (i) compliance of the equipment with the Terms of Reference;
   (ii) Contractor’s experience and qualifications;
(iii) Completion schedule.

(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) commercial acceptability.

(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 and Award**

The Commission reserves the right to request clarifications on the Proposal and to enter into negotiations regarding technical or commercial aspects of the Proposal before awarding the contract under this RFP. The Commission may award all insurances to a single bidder, or may split the award of the insurances as deemed in the best interests of the Commission.

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 bidders of the grounds therefore, without thereby incurring any liability to the bidders.

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

Bidders shall bear all the costs associated with the preparation and submission of their Proposal and the Commission will not be responsible or liable for those costs, regardless of the outcome of this RFP.
18. **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.

<table>
<thead>
<tr>
<th>Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Proposals:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process if the person:</td>
</tr>
<tr>
<td>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;</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
## BIDDER’S STATEMENT

**PLEASE STATE BELOW & SUBMIT WITH PROPOSAL**

### Delivery Time:

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

### List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):

- [ ] For a one-year period
- [ ] For a period of ………………………

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

- [ ] For a two-year period
- [ ] For a period of ………………………

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

### State country of origin or assembly of all items quoted:

### Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission’s satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

**Included in this quotation: Yes [ ] No [ ]**

**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.**

- [ ] Yes
- [ ] No

### Remarks:

With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission’s State Signatories (Member States).

### Remarks:

**Name:**

**Name & Title of Contact Person:**

**Signature & date:**
Attachment A. Technical Proposal - Mandatory Table of Contents and Format

Instructions: The bidder shall submit their Technical Proposal in conformity with the Mandatory Table of Contents described below. This format is established to ensure that all required aspects of the Terms of Reference are considered by the bidders and also to facilitate evaluation of the submission by the Commission. Bidders can also provide additional related content as they deem necessary in corresponding Annexes or Attachments.

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum expected points of discussion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Executive Summary</td>
<td>- Provide an overview of proposal</td>
</tr>
<tr>
<td>2. Company Overview</td>
<td>Background of company (or consortium), ownership, size, location, profile (years of experience in the insurance sector/segments).</td>
</tr>
<tr>
<td></td>
<td>- Provide a clear explanation of the establishment of Bidder’s business structure and its authority to execute all work under the Contract.</td>
</tr>
<tr>
<td></td>
<td>- Discuss and show the relationship the Bidder’s business has to any sub-contractor(s) including any recent (in the last 3 years) Merger and Acquisition activities that may impact on contract implementation.</td>
</tr>
<tr>
<td>2.1 Corporate Profile and Values</td>
<td>- Experience in managing and executing projects of similar scope.</td>
</tr>
<tr>
<td></td>
<td>- Experience in providing Insurance to International Organizations (i.e. United Nations agencies or organizations, and/or international non-governmental organizations.</td>
</tr>
<tr>
<td></td>
<td>- Functional experience in the relevant areas of insurance coverage, claims processing, and provider networks.</td>
</tr>
<tr>
<td>2.2 Corporate Experience</td>
<td>- Provide management structure to demonstrate the ability to effectively conduct the specified services and manage the overall account.</td>
</tr>
<tr>
<td></td>
<td>- Provide named individuals and resumes for management team and all key positions.</td>
</tr>
<tr>
<td>2.3 Management Team and Staffing</td>
<td>- Demonstrate its capacity and technical expertise to conduct maintenance activities, including, but not limited to processing international claims (promptly, accurately and with full transparency), establishing cost-effective, high quality provider networks, flexibility in handling unusual claims situations and coverage changes.</td>
</tr>
<tr>
<td>3. General Requirements</td>
<td></td>
</tr>
<tr>
<td>3.1 Provision of Services</td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 2
<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum expected points of discussion</th>
</tr>
</thead>
</table>
| 3.2  Provision of technical Assistance | - Demonstrate detailed knowledge and expertise necessary to provide professional insurance advice to clients.  
- State in its proposal its normal working hours and describe how it will ensure that responses (24/7) are provided for an international organisation working globally in different time zones. |
<table>
<thead>
<tr>
<th>No.</th>
<th>Certification requirement</th>
<th>Bidder Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bidder has provided its Proposal conforming to the Mandatory Table of Contents and Format.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Confirm that Bidder has sufficient institutional capacity (human resources, financial adequacy, ability to administratively cover insurance/s at all locations, etc.) to provide the services to the standards described in the Terms of Reference (TOR).</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Confirm that Bidder has the legal capacity and present ability to perform services at all locations for which the Bidder is proposing to render services.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Confirm that only skilled and technically competent personnel will perform work under the Contract.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Confirm that Bidder has the capacity and technical expertise to provide insurance coverage and claims processing as described in the TOR.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Confirm that Bidder has included in its proposal a list and contact executives of current and former clients with similar international profile as that of the Commission.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Confirm that the Bidder has provided names, titles, company, email and direct phone number for 3 clients (similar in international nature to CTBTO), who will provide confidential reference of the Bidder’s performance.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>All sub-contractors are identified and listed in the proposal and relation to Bidder clearly identified.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Confirm that the bidder has provided information about their recent Merger/Acquisition status during the last 3 years.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Confirm that the Bidder understands that the working language of the CTBTO is English and that all Claims forms and Explanation of Benefits (EOB) must be in English.</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Confirm that the Bidder has provided adequate information on how the claims procedure will work and how information relating to any updated claims requirements from the PTS (e.g. shipment inventories, equipment additions / coverage) will work on a daily basis as with PTS’s claim submission/payment. (Note: This is important especially for automatic equipment additions to PTS in relation to potential claims.)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Confirm that the Bidder has adequate disaster recovery plans or back-up systems for claims operations and has a system whereby past claims can be uploaded quickly.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Confirm that the Bidder has outlined the procedures to ensure that CTBTO claims and premiums are properly credited to the account of CTBTO.</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Confirm that the Bidder has included information concerning the frequency of external audits within their organization.</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Certification requirement</td>
<td>Bidder Statement</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>15</td>
<td>Confirm that the Bidder will allow CTBTO's auditor to inspect records related to flow of claims data to ensure that aggregate claims attributed to only CTBTO are recorded in the CTBTO account.</td>
<td>YES</td>
</tr>
<tr>
<td>16</td>
<td>Confirm that communication will take place only between the Commission and Bidder, unless otherwise authorized by the Commission.</td>
<td>YES</td>
</tr>
<tr>
<td>17</td>
<td>Confirm that Bidder will maintain detailed records of all services performed under the TOR and will make such records available to the Commission upon request.</td>
<td>YES</td>
</tr>
<tr>
<td>18</td>
<td>Confirm that Bidder shall submit in electronic/hard copy form a detailed Annual Report to the Commission two (2) months before the end of each contract year.</td>
<td>YES</td>
</tr>
<tr>
<td>19</td>
<td>Confirm that Bidder will at all times conduct its work in accordance with applicable laws, industry standards, and the terms of the Contract.</td>
<td>YES</td>
</tr>
<tr>
<td>20</td>
<td>Confirm that Bidder will participate in Contract performance meetings if requested by the Commission.</td>
<td>YES</td>
</tr>
</tbody>
</table>

BIDDER’S NAME: __________________________________________

SIGNATURE and SEAL: ______________________________________

NAME AND POSITION: _______________________________________

DATE: ___________________________________________________

PLACE: ___________________________________________________
## ATTACHMENT C: FINANCIAL PROPOSAL PRICING MATRIX

<table>
<thead>
<tr>
<th>INSURANCES</th>
<th>Required Period of Services (3 years)</th>
<th>Optional Extension Period of 2 years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Premium for the 1st Year</td>
<td>Premium for the 2nd Year</td>
</tr>
<tr>
<td>Appendix 1: Public Liability Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance coverage of USD 5,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance coverage of USD 10,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance coverage of USD 20,000,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appendix 2: Cargo Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appendix 3: Equipment Insurance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Appendix 4: International Emergency Medical Insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CTBTO Member States

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

Note: This list includes some countries that are not currently members of the CTBTO (Comprehensive Nuclear-Test-Ban Treaty Organization).
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/quotiation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization’s business or any kind of economic ties with the firm/organization.

Name (print): ____________________________ Signature: ____________________________

Title/Position: ____________________________

Place (City and Country): ____________________________ Date: ____________________________
## VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK

1. Name of Company:

2. Street Address:  
   P.O. Box:  
   City:  
   Zip Code:  
   Country:

3. Telephone:  
   E-Mail:  
   Website:

4. Contact Person:  
   Title:

5. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)

6. Year Established:  
   Number of Employees:

7. Gross Corporate Annual Turnover (US$m)*:  
   Annual Export Turnover (US$m)*:

8. Type of Business/Products:  
   Manufacturer  
   Sole Agent  
   Supplier  
   Other (please explain)

9. Type of Business/Services/Work:  
   Engineering  
   Civil Work  
   Governmental Institution  
   Other (please explain)

10. References (your main customers, country, year and technical field of products, services or work): **

11. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**

   Organization:  
   Value in US$ Equivalent:  
   Year:

   Organization:  
   Value in US$ Equivalent:  
   Year:

12. 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:

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

**Beneficiary Details**
Beneficiary Name:  
(exactly as stated on bank statements)  
IBAN:  
(if applicable)  

Exact Account Holder Name:  
Account number:  
SWIFT/BIC:  
ABA/Sort Code:  

**Additional Details (if applicable)**
Correspondent bank:  
Correspondent account number:  
Correspondent SWIFT/BIC:  
Tax Identification Number:  

---

**FOR CTBTO USE ONLY**

Evaluated By:                         Initials  Date:  
Updated By:                           Initials  Date:  
Remarks:  

* 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:


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)

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.

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.**
Figure 2 Creating an Archive

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.)
Figure 3 SHA1

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 -hashfile 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

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.**
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 Contractor 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
    approved 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 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

for a

Consultancy Company/Companies to bid for CTBTO’s Commercial Risk Insurance Policy
Coverages and Services

1. Background

1.1 Nature of Business

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission or CTBTO) is an international organization affiliated with the UN with its headquarters in Vienna; it is funded by member states across the world. The Commission is mandated by the UN with setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the international Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The global verification regime includes a worldwide network of 337 stations, a communication system, an International Data Centre and On-Site Inspections to monitor global compliance. More details are available at: www.ctbto.org

1.2 Modalities of CTBTO

The Commission currently employs approximately 305 staff members as at November 2020, including fixed term and temporary staff, international consultants, experts, interns and officially sanctioned invitees. Since 1996 it is headquartered in the Vienna International Centre (VIC) in Vienna, Austria, home to several major UN organisations, where most of its staff live and work. It has a Technology Support and Training (TeST Centre (of about 2400 sqm) for storing critical equipment and materials. This facility is located about 30 kms out of Vienna in Seibersdorf, and within the premises of the government-affiliated Austrian Institute of Technology (AIT).

All staff (and non-staff including invitees to its official events) are covered by general medical health insurance and service incurred death, injury/illness, as well as an international emergency medical repatriation insurance service cover, and indirectly for travel insurance, while CTBTO’s physical assets and member states’ contributory equipment-in-kind (CiK) are protected by marine cargo, equipment and public liability insurance schemes.

This contract shall not include general medical health insurance or service incurred death, injury/illness of staff or non-staff. It will cover all other commercial risk-based insurances and insurance services.
2. Objectives

The Commission is currently seeking the services of a highly-qualified and suitably experienced Contractor/s familiar with the needs of a technically oriented international organisation to bid for commercial risk insurance policies and emergency services, as specified below:

Appendix 1: Public Liability Insurance
Appendix 2: Cargo Insurance
Appendix 3: Equipment Insurance
Appendix 4: International Emergency Medical Insurance Service

The Commission reserves the right to award a contract for all or select insurance coverage to a single bidder or to separate bidders, whichever is considered to be in the best interest of the organisation’s global activities and that of the welfare of its employees.

Detailed Terms of Reference (TOR) for each segment of insurance coverage needed by the Commission is provided in the attached Annexes 1 to 5. In case of a single bidder bidding for more than one of the insurance policies, the bidder should clearly indicate the policies it is bidding for and the synergies (if any) to be delivered by such amalgamation. The Commission requests an all-risk policy consideration for each appropriate insurance policy coverage with a statement of the exclusions. All policy definitions and wording shall be relevant to the profile of a technically oriented non-profit international organisation (profile to be viewed at www.ctbto.org).

3. Scope of Bid

The Bidder or Contractor shall offer insurance coverage as per each policy segment of the TOR mentioned under Section 2 above.
4. Requirements and Resources

4.1 Requirements for the Contractor and the Contractor’s Personnel

a. The Contractor shall be a reputable company with at least fifteen years of professional international experience in the global insurance industry and provide relevant coverage to diverse entities in government, corporate sectors and INGO/multilateral bodies. In particular, the Contractor and its staff shall have a sound knowledge of, and experience in, insurance needs of international multilateral organizations on an all-risk basis.

b. The Contractor shall be of sound demonstrable financial means and capital adequacy provisions, capable of serving the insurance needs of a Vienna-based Commission with an international staff and daily global movement of staff or equipment.

c. The Contractor shall assign only experienced, senior-level staff to coordinate with the Commission for day-to-day coverage requests with excellent oral and written communication skills in the English language. All policy documentation shall be in English.

4.2 Resources Provided by the Commission

The Commission will ensure staff availability for discussing and responding to enquiries by electronic mail and/or by telephone or video conference.

5. Deliverables

a. The policies should be “all-risks” based and specify clearly any exclusions to overall cover.

b. All insurance policies herewith shall be provided for an initial period of three (3) years, including two (2) optional extensions of one (1) year each to be exercised at the discretion of the Commission.

c. Claims handling: The Contractor is required to develop a standardized procedure across all lines of insurance for handling all claims to each provider; this will be agreed between each insurance provider and the Commission after award.

d. Premium payment: Where possible the Contractor shall strive for as much standardisation of premium terms as possible, and endeavour to obtain from insurers premium terms which require payment no less than 30 days after inception of each insurance policy period.

e. Each and every policy shall include a Privileges and Immunities Clause stating that, “Nothing contained in, or relating to this insurance policy shall be deemed a waiver expressed or implied of any of the privileges and immunities of the United Nations and its subsidiary organs including but not limited to all participating Agencies”.
6. Confidentiality

The Contractor shall treat all information and documentation provided to it under this Contract with the utmost confidentiality in accordance with Clause 12 of the General Conditions of Contract (Annex A).

7. Intellectual Property

The Commission shall retain all intellectual property rights in the documentation provided to the Contractor under this Contract. The Commission shall be entitled to all intellectual property in the documents and other materials that bear a direct relation to or are produced or collected under this Contract in accordance with Clause 16 of the General Conditions of Contract (Annex A).

All electronic and hard copy files that relate to or are produced under this Contract shall be made available to authorized Commission staff for the duration of the Contract and shall be transferred to the Commission at the conclusion of the Contract.

List of Appendices:

Appendix 1: Public Liability Insurance

Appendix 2: Cargo Insurance

Appendix 3: Equipment Insurance

Appendix 4: International Emergency Medical Insurance Service
Appendix 1

Terms of Reference

For the Provision of Public Liability Insurance Coverage

April 2021

1. Introduction

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission” or "CTBTO") requires public liability insurance, especially for its staff members, who represent the Commission in any capacity anywhere in the world. Of particular concern are occurrences causing third party bodily injury and property damage.

The Commission currently has 305 staff (November 2020) members working for it in the aforementioned capacities. The number is broken down into divisions and service categories as follows:

Fixed Term Staff

<table>
<thead>
<tr>
<th>Division</th>
<th>Professional</th>
<th>General Service</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of the ES</td>
<td>15</td>
<td>10</td>
<td>25</td>
</tr>
<tr>
<td>ADMIN Division</td>
<td>21</td>
<td>19</td>
<td>40</td>
</tr>
<tr>
<td>LEG/REL Division</td>
<td>18</td>
<td>17</td>
<td>35</td>
</tr>
<tr>
<td>IMS Division</td>
<td>35</td>
<td>25</td>
<td>60</td>
</tr>
<tr>
<td>IDC Division</td>
<td>77</td>
<td>16</td>
<td>93</td>
</tr>
<tr>
<td>OSI Division</td>
<td>18</td>
<td>7</td>
<td>25</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>184</strong></td>
<td><strong>94</strong></td>
<td><strong>278</strong></td>
</tr>
</tbody>
</table>

Short Term Staff

<table>
<thead>
<tr>
<th>Division</th>
<th>International Staff (P)</th>
<th>Local Staff (GS)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office of the ES</td>
<td>2</td>
<td>none</td>
<td>2</td>
</tr>
<tr>
<td>ADMIN Division</td>
<td>0</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>LEG/REL Division</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>IMS Division</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>IDC Division</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>OSI Division</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>9</strong></td>
<td></td>
<td><strong>9</strong></td>
</tr>
</tbody>
</table>
2. Insurance Requirements

a. The Commission requires insurance coverage of USD 5,000,000 for any one occurrence (the current per occurrence limit), and unlimited in the annual aggregate. Alternative limits of USD 10,000,000, and USD 20,000,000 should also be quoted.

b. Coverage shall be on a world-wide basis, including a USA and Canadian Jurisdiction Memorandum Clause.

c. It shall cover:

i. Occurrences causing third party bodily injury and property damage caused for any reason (except wilful misconduct) by all persons listed above (e.g. fixed term staff, short term staff and non-staff) for whom the Commission may be liable towards third parties.

ii. Every officer, member, employee or voluntary helper of the Commission’s canteen, social, sports, training, medical, fire fighting or welfare organizations or facilities while acting in their respective official capacity.

iii. Occurrences causing third party bodily injury and property damage caused for any reason by CTBTO stations, facilities, on-site field exercises, equipment and/or civil works anywhere in the world.

iv. Training sessions and workshops – approximately 30 per annum.

d. Financial Loss, i.e. coverage for third party pecuniary loss where there is no third party property damage, must be included.

e. A senior point of contact shall be nominated by the Insurer to handle any request for information or claim coming from the Commission. A clear procedure for handling the claims shall be agreed with the Commission.
f. The per occurrence deductibles sought are:

Injury – Nil
Property Damage – USD2,500
Financial Loss - 20% of the first USD150,000

g. The chosen broker must keep the Commission informed of market conditions, which could affect premium levels or the conditions of coverage, including a summary four (4) months before the expiration of the contract.

h. Premium shall be paid on a yearly basis.

i. Nothing in or relating to this contract shall be deemed a waiver, either express or implied, of any of the privileges and immunities of the Commission and its employees.

j. A termination notice period of ninety (90) days by either party must be given in writing.

k. Please indicate the extent to which the following clauses can be included (indicating any additional premium that would be sought):

- **Nuisance**
  - Legal Liability to pay compensation and claimants’ costs and expenses in respect of accidental nuisance, trespass, obstruction or interference with any right of way, light, air or water.

- **Overseas Personal Liability**

  The Business is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or employee of the Insured or family member of such partner, director or employee, in the course of any journey or temporary visit to any other country made in connection with the Business.

For more information on the Commission, bidders are encouraged to access the organization’s web-site at [www.ctbto.org](http://www.ctbto.org)
Appendix 2

Terms of Reference

For the Provision of Cargo Insurance Coverage

April 2021

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission” or “PTS”) wishes to establish a new cargo insurance policy with an experienced organization or team of organizations (viz. insurer and broker) (hereinafter referred to as the “Insurer”, whether single insurer or team).

1. Categories of Cargo

   a. Internationally Recruited Staff Member’s Household Goods and Personal Effect (please see Attachment 1 for a copy of the Staff Regulations and Rules of the Commission detailing the entitlements. Staff with dependents have insurance allowance of $130,000 for total shipped values; staff without dependents have $80,000 allowance.):

      i. While in transit or storage, worldwide
      ii. Insurer is to administer and process all claims in co-operation with the staff member concerned.
      iii. Insurer will report all claims to the Commission on a monthly basis.

   b. Equipment while at the risk of the Commission:

      i. While in transit of the Commission’s equipment to/from, worldwide locations.
      ii. Use of equipment (worldwide locations).
      iii. While in storage (not in transit, worldwide locations).
      iv. While being installed (worldwide locations).
      v. Shipment of PTS Contractor’s equipment, the title of which is transferred to a third party upon delivery or at a later stage.
      vi. Shipment of equipment on lease or loan.

   c. Equipment in the Possession of a Commission’s Employee or Representative:

      i. The Commission’s equipment carried hand or hold by staff members, trainees, or other persons representing the PTS on duty travel.
      ii. Privately owned equipment carried by hand or hold by staff members, trainees or other persons representing the PTS on duty travel.
2. Financial Requirements

The insurer shall keep the Commission informed of market conditions which may affect premium levels or the conditions of coverage

a. Premium conditions should be revised yearly with notice by the insurer at least sixty (60) days before the end of the calendar year.

b. Premium conditions will be jointly reviewed before the end of the calendar year with possible modification in coverage and/or premiums applying from the start of the following year.

c. Premium quotations shall use existing deductibles (see point 4.d below). Alternative deductible will be considered.

d. Premiums shall be paid in Euros or US dollars. Initial deposit payment will be made by 31 January, with final adjustment made by 31 January of subsequent year based on actual shipments and values. Variations on this schedule may be considered.

3. Claims

a. A point of contact shall be nominated by the Insurer to handle any requests for information or claims coming from the Commission.

b. A clear procedure for handling claims shall be agreed with the Commission.

4. Risk and deductibles

a. The policy will cover all risks of loss or damage howsoever caused.

b. The policy will provide for full replacement value of articles not repairable.

c. The policy may exclude loss due to war or act of war.

d. The deductible per loss shall be $1,000 per incident, except for Installation Risk which has a $2,000 deductible.

5. Exclusions

The Commission will commit to insure only goods specifically declared by the Commission. Coverage is not extended automatically to any other shipment, unless specified by the Commission.

6. Additional Clauses sought from CTBTO’s Staff Rules and Regulations

Civil Authority Clause

“Notwithstanding anything contained in this policy, it is understood and agreed that property which is insured under this policy is also covered against the risk of damage or destruction by civil authority during a conflagration or for the purpose of retarding the same; provided that neither such conflagration nor such damage or destruction is caused or contributed to by War or Strikes, Riots and Civil Commotion (SRCC) perils elsewhere excluded herein”
Detainment or Inspection by Government Authorities

“This policy is extended to include claims for physical loss or damage to the subject matter arising from detainment, confiscation, quarantine or inspection by a government authority, where arising by reason of an event beyond the control of the Assured. Insurer's liability is not to exceed the insured value of the subject matter so lost or damaged”.

Sea/Air Worthiness Admitted Clause

“The seaworthiness of the vessel or craft and the fitness of the vessel, craft, conveyance, life van/container or aircraft for the safe carriage of the subject matter is admitted as between the Assured and the Company. In the event of loss, the Assured's rights of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the ship-owners, or their servants, committed without the privity of the Assured.

Willful Misconduct Clause

“Coverage hereunder shall not be prejudiced for any act of willful misconduct other than if conducted by or acting under the direct orders of the Senior Management (deemed to be line manager or head of department with responsibility for the activity where the misconduct has been identified) of the Assured”.
Appendix 3

Terms of Reference
For the Provision of Equipment Insurance Coverage
April 2021

1. **Security Measures**

1.1 **Vienna International Centre**

The premium proposed by Insurers should reflect favorably the following measures taken by the Commission to safeguard its equipment:

- 24 hour United Nations Security Patrols at the Vienna International Centre (VIC) and exit spot-checks.
- Equipment within the IDC, Operations Centre and IMS areas have fire detection and suppression systems installed as well as a security access system, including Webcam.
- The Commission’s offices are located at the VIC from the 5th floor of the “E” Building upwards, as well as “D” building 7th and 10th floors and “C” building 2nd floor, at the time of writing. The Commission’s staff utilize VIC garage space for car parking and there are six (6) CTBTO official vehicles at the VIC garage.
- Due to air-conditioning throughout the building, opening of windows in the conventional sense is not possible.
- Inventory control measures include the bar-coding of equipment, annual physical inventory conducted, property pass system and an official Property Survey Panel consisting of senior management which presides over equipment issues.
- Awareness of property-related security and accountability issues throughout the Commission is high.

1.2 **Technology Support and Training Centre (TeST Centre), CTBTO’s Equipment Storage and Maintenance Facility located at the Austrian Institute of Technology (AIT) Campus, 2444 Seibersdorf, Austria.**

- Round the clock complex supervision at the TeST Centre with controlled access/exit (gate access cards);
- Remote control entry and exit gate for vehicle access;
- All external entrance/exit doors are securely locked;
- Smoke detection system installed;
- Security access system installed;
- Basic remote access video surveillance;
- Inventory control measures include the barcoding of equipment, annual physical inventory conducted, property pass system and an official Property Survey Panel consisting of senior management which presides over equipment issues;
Awareness of property-related security and accountability issues throughout the Commission is high.

The Commission shall be responsible for the insurance of its property, equipment and furnishing under the lease agreement for the TeST Centre.

2. **Equipment** Value $31,146,972.49

Detailed inventory of equipment is provided in Attachment 1.

The equipment listed is stationed at the Commission’s Headquarters International Data Centre and the Operations Centre, as well as the TeST Centre, where fire detection and suppression systems, as well as security access systems, have already been installed. Some equipment will also be shipped to worldwide destinations or hand-carried by Commission officials to perform CTBTO official duties.

This equipment should be covered against ‘All Risk Insurance’, including, inter alia, the following risks:

(a) Fire  
(b) Explosion  
(c) Impact of manned aircraft  
(d) Direct lightning  
(e) Sabotage  
(f) Water/liquid damage  
(g) Accidental damage/negligence  
(h) Theft

3. **Inclusions**

(a) Coverage will be extended to include ACCOUNTS RECEIVABLE, BILLS, CURRENCY, UNSIGNED TRAVELERS CHEQUES, OR OTHER EVIDENCES OF DEBT, MONEY, NOTES OR SECURITIES with a maximum per occurrence of Euro 15,000.

(b) Insurance shall be for “Replacement Value” of the Commission’s property.

(c) The cost proposal shall include several levels (options) of deductibles.

(d) The cost proposal should include coverage for break-up, fire-extinguishing costs and waste disposal (environment friendly). The Insurer shall clearly list all conditions/perils covered.

(e) The cost proposal should be for the existing assets. The awarded Insurer must be flexible to include future equipment acquisitions into its coverage.

(f) The Commission shall provide the Insurer with an up-to-date list of the equipment to be covered by the insurance policy on a six (6) monthly basis, unless otherwise agreed.
Occasionally, the Commission is provided with equipment temporarily on loan from manufacturers/suppliers for testing purposes. The Insurer is requested to confirm coverage of these items, temporarily located at the Commission’s premises or leased warehouse, under the policy. The Commission shall inform the Insurer of such items prior to installation.

Coverage should be automatic for any additions or temporary equipment, subject to the Commission advising insurers of any additions within thirty (30) days.

4. Exclusions

(a) The Commission shall not commit to insure its entire inventory. Only goods declared by the Commission to the Insurer shall be insured.

(b) The risk should not include the coverage of data loss.

(c) The Insurer shall clearly identify in good time any items of equipment not covered by the policy.

(d) The Insurer shall clearly identify in clear, simple and relevant terms perils or/conditions where coverage is not provided.

5. Claims

(a) A senior point-of-contact shall be nominated by the Insurer to handle any request for information or claim coming from the Commission.

(b) A procedure for handling claims, identifying all necessary documentation to be submitted with the claim, shall be agreed with the Commission.

(c) Insurers should note that all inventoried items are held in the Asset Management System in currency USD ($). Reimbursements shall be made in currency EURO or US Dollars at the prevailing UN foreign exchange rate or market rates, as mutually agreed, and into the Commission’s relevant bank account.

6. Financial Requirements

(a) The Insurer shall offer policy coverage that contains an automatic-held covered clause to provide ongoing coverage of equipment being added to inventory which needs insurance coverage as instructed by the Commission. Any accumulation limit should be specified. The policy should be an all-risks insurance with limited exclusions that are clearly specified.

(b) The Insurer shall keep the Commission informed of market conditions which affect premium levels or the conditions of coverage.

(c) Premium conditions should be revised every year before the end of each calendar year with the aim to obtain the best results with respect to the market situation for similar coverage. The Insurer must inform the Commission, in writing, of the revisions.
(d) Premium conditions shall be jointly reviewed before the end of each calendar year. Possible modifications in the coverage/premium shall apply starting from the following year, upon the approval of the Commission.

(e) Insurance premium quotations shall be made taking into account a reasonable deductible in line with industry standards. The premium shall be paid on a yearly basis, at the end of each year, covering the following calendar year.
Appendix 4

Terms of Reference

For the Provision of International Emergency Medical Service Insurance Coverage

April 2021

1. Introduction

The Preparatory Commission (the Commission) requires an insured emergency medical service, especially for its staff members and other officials, who represent it in any capacity anywhere in the world on official duty authorized by the Commission.

The Commission has currently about 305 staff members and 55 other personnel. At any one time there can be a number of International Consultants, Experts, Interns, Temporary Staff, Lecturers, Cost Free Experts and other official participants travelling on behalf of the Commission.

The Commission’s officials travel approximately 6,000 days per annum under normal circumstances (current Covid 19 travel restrictions not included). Every past year before the Covid 19 crisis year the Commission conducted a large-scale field exercise outside Vienna, Austria involving approximately 200 officials and 5 to 10 smaller field exercises involving approximately 20 officials each. The field exercises consist of on-site inspector training activities (indoor and outdoor), equipment testing, simulation workshops (indoors) and field exercises.

The large-scale field exercises normally have on-site medical support and standing arrangements with nearby clinics/hospitals already in place.

For example, in 2014, CTBTO conducted a major exercise in Amman and Dead Sea Area (Jordan), involving approximately 200 officials and lasting about one week. The next large scale exercise might take place in 2022/2023.

For additional information about these exercises, see the following website: http://www.ctbto.org/verification-regime/on-site-inspection/exercises/.

2. Description of the Service

2.1 The Contractor shall provide emergency medical services for CTBTO Staff, International Consultants, Experts, Interns, Temporary Staff, Lecturers, Cost Free Experts and other official participants travelling on behalf of the Commission.

2.2 The services shall ensure international standards of primary medical care.

2.3 Service for evacuation and repatriation for CTBTO travellers in case of a medical emergency shall also be provided.
2.4 Coverage shall be on a worldwide basis due to the nature of the Commission’s missions (any exclusions must be specified). The Contractor shall indicate where country-wise the Contractor will sub-contract services to provide the services mentioned herewith.

2.5 The detailed description of the Service shall be included in the Contractor’s proposal which shall explain the service standards objectives and actual results, for various emergency scenarios, in terms of time of medical examination, prescreening and treatment, and delivery of critical medical supplies.

Both operational and insurance exclusions must be specified.

2.6 The Contractor will advise what priority status CTBTO participants would have in an emergency situation relative to other clients of the Contractor.

Normal medical services (i.e. not emergency) are covered by a separate CTBTO insurance and are not part of this Contract.

4. Financial Requirements

4.1 The Contractor shall keep the Commission informed of market conditions, which affect premium levels, or the conditions of coverage of the Service.

4.2 This plan provides access to ensure emergency services for (1) medical evacuation and repatriation, (2) guaranteeing medical expense payments and monitoring costs and treatments on land, sea and air, (3) shipping medicine and medical supplies, and (4) repatriation of remains.

4.3 The insurance policy shall be provided for an initial period of three (3) years, including two (2) optional extensions of one (1) year each to be exercised at the discretion of the Commission.

4.4 The Contractor will advise any financial interest or agreements for fee sharing with medical professionals.

5. Claims

5.1 CTBTO will provide a list of personnel authorized to contract with the Contractor for special evacuations. In addition, CTBTO will advise the Contractor of any large-scale exercises it plans involving sites outside of Vienna.

A list of CTBTO’s over 337 stations (at time of writing) where work is performed from time to time by staff and non-staff employees is available on the website: www.ctbto.org.

5.2 A Point of Contact (PoC) shall be nominated by the Contractor to handle any request for emergency, information or claim coming from the Commission.

5.3 A clear procedure for handling emergency and claims shall be agreed with the Commission.