REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2021-0005/Bove

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn.: 
Phone: 
Fax: 
Email: 

Date: 05 Feb 21

Title of Request: The Provision of Services for the CTBTO Youth Group

Deadline for Submission: 17 Feb 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 quote the following items as per conditions listed below.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description and Requirements</th>
<th>Quantity</th>
<th>U/M</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Citizen journalism training</td>
<td>1</td>
<td>Lot</td>
</tr>
<tr>
<td>2</td>
<td>CTBT Publication Hub for Young Scholars</td>
<td>1</td>
<td>Lot</td>
</tr>
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</table>

Deliverables must be completed in accordance with the Terms of Reference (Annex B)

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

Yours sincerely,

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

<table>
<thead>
<tr>
<th>Solicitation No:</th>
<th>2021-0005</th>
<th>Closing Date:</th>
<th>17 Feb 21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>The Provision of Services for the CTBTO Youth Group</td>
<td>Vienna Local Time:</td>
<td>17:00</td>
</tr>
</tbody>
</table>

| Procurement Staff: | Jetjun Bove | CTBTO Req. No.: | 0010017343 |

Please complete 'A' or 'B' or 'C' and Return **WITHIN FIVE (5) DAYS**

THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (CTBTO)

*by email to*

procurement@ctbto.org

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**A: We shall submit our proposal**

<table>
<thead>
<tr>
<th>By:</th>
<th>(date)</th>
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<tbody>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
</tr>
<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
</tr>
</tbody>
</table>

**B: We may submit and will advise**

<table>
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<tr>
<th>By:</th>
<th>(date)</th>
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<tr>
<td>Contact Name:</td>
<td>____________________________</td>
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<tr>
<td>Email/Tel:</td>
<td>____________________________</td>
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</tbody>
</table>

**C: We will not submit a proposal for the following reason(s)**

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>____________________________</th>
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<tbody>
<tr>
<td>Contact Name:</td>
<td>____________________________</td>
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<td>Email/Tel:</td>
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</tbody>
</table>
## INSTRUCTIONS TO BIDDERS

### CONDITIONS

<table>
<thead>
<tr>
<th>Delivery Terms (INCOTERMS 2020) and Destination</th>
<th>N/A (Services)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Price</td>
<td></td>
</tr>
<tr>
<td>Bidder may choose to submit a quotation for one project or for both. For the price quotation, kindly use the Price Schedule template (attachment 4). The price quotation shall include costs and expenses incurred by the Supplier for the full and proper performance of all obligations under the contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical, insurance and social security contribution, if applicable).</td>
<td></td>
</tr>
<tr>
<td>Technical Quotation</td>
<td></td>
</tr>
<tr>
<td>The bidder shall provide a clear technical description of the proposed services to meet the requirements. This may be provided by giving a section-by-section response to the attached Terms of Reference (TOR) in Annex B. Bidder shall also include in the technical quotation:</td>
<td></td>
</tr>
<tr>
<td>(1) A description of your experience in performing the tasks in accordance with the requirements of the TOR;</td>
<td></td>
</tr>
<tr>
<td>(2) The estimate number of working days for each project;</td>
<td></td>
</tr>
<tr>
<td>(3) For Project 1: a detailed proposed training program including the course content and methodology as well as the Curriculum Vitae (CV) of the Contractor’s trainer(s) and alternate(s) and at least one (1) reference as per the TOR 4.1 and 6.1;</td>
<td></td>
</tr>
<tr>
<td>(4) For Project 2: a sample of published scientific papers, newsletters, blogs, and/or research proposals, preferably in the areas related to nuclear disarmament and non-proliferation. The Contractor shall provide a proposed detailed program including the methodology and the timelines for academic research, as well as the Curriculum Vitae (CV) of the Contractor’ research and administrative focal points and alternate(s) for the project.</td>
<td></td>
</tr>
<tr>
<td>Currency</td>
<td>Please quote in EURO or US$ only.</td>
</tr>
</tbody>
</table>
| **Taxes** | In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes will be reimbursed by the Commission upon submission of the original supporting documentation. “Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the purchase order, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.  
(1) **For Austrian companies**  
The price quoted shall be net of Taxes. All applicable Taxes payable by the (selected) bidder at the conclusion or implementation of the 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 [FOR PURCHASE FROM EU COUNTRIES]**  
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 (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)**  
The price quoted shall be net of Taxes. All applicable Taxes payable by the (selected) bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. For deliveries to Vienna, Austria, and due to the Tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract. |
| **Insurance** | Insurance to be included in the quotation must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the bidder and the Commission. |
| **Validity of Quotation** | Minimum 90 days as of the Closing Date |
| **General Conditions** | General Conditions of Contracts (See Annex A) |
| **Privileges & Immunities** | Nothing in or relating to the Contract shall be deemed to constitute an express or implied waiver of any Privileges and Immunities of the Commission. |
| **Payment Terms** | A progress payment schedule based on milestone deliverables will be included in the Contract. The payment will be made within 30 days of receipt and acceptance by the Commission of the deliverables as per the Contract, and submission of the following documents:  
(1) Invoice(s) showing the firm fixed price of the goods/services and, if applicable, the actual delivery costs (door-to-door) to the CTBTO in Vienna Austria. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier’s official e-mail address in PDF format, duly signed and stamped by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain |
detailed banking instructions, including the name and address of the Supplier’s bank, account number, account holder’s name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);

(2) Acknowledgement copy of the Commission’s Contract 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.

No advance payment shall be made under the Contract.

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.

| Other Documents | Please submit, jointly with the Quotation, the following documents (attached hereto):
- the Bidder’s Statement, duly completed;
- the Vendor Profile Form, in case you haven’t submitted to the Commission in the past two years; and
- the Statement of Confirmation, duly signed. |
1. The Commission reserves the right to accept or reject bidder’s quotation, partially or entirely, and to annul this procurement process at any time prior to award of the Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Commission’s action.

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

3. The bidder shall bear all the costs associated with the preparation and submission of the quotation and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this RFQ.

4. The bidder’s price quotation shall be submitted in the English language, together with relevant technical literatures in duplicate, which shall also be in English.

5. The bidder’s quotation shall be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of their organization. The quotation shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.

6. The goods and services (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 RFQ. For purposes of this paragraph, “the origin” means the place from where the materials, goods and/or from which the services are supplied.

7. Not later than 5 days before the deadline for submission of the quotations, any request for clarifications relating to the RFQ documents shall be emailed to procurement@ctbto.org, attention to Procurement Staff in charge of this matter referred to in the RFQ cover letter. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the bidder. No requests for clarifications will be entertained after this time.

8. From the deadline for submission of quotation until the written notification of award, no bidder shall contact the Commission on any matter relating to its quotation, except when responding to a request from the Commission for clarification. Any effort to influence the Commission in its evaluation of the quotation(s) or its award decision shall result in the rejection of the quotation.

9. The Commission shall evaluate the compliance of the quotations with the RFQ requirements. Subject to its technical compliance, the quotations shall be examined for its contractual compliance and commercial acceptability. Based on the mentioned evaluation, the Commission will determine the quotation which is the “least costly technically acceptable”. Deviation, if any, from the Commission’s terms and conditions might be a factor in the decision of award.

10. In case of an award, the following documents shall govern the Contract and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:
   (a) The Contract
   (b) The Commission’s General Conditions for Contracts (Annex A)
   (c) Terms of Reference (Annex B)
   (d) The bidder’s quotation (Annex C)

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

A Bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:
   a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
   b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
The quotation shall be submitted in writing to the email address below:

**procurement@ctbto.org**

The Quotation shall include the following separate documents:

- Technical Offer (without prices);
- Commercial Offer.

The Commission reserves the right, as it deems appropriate, to enter into negotiation with the lowest technically acceptable bidder, to award a contract to a single bidder, to split the award, or not to award any Contract as a result of this request.

When submitting the quotation via email, the subject line of the e-mail shall read in this same order:

- RFQ NO. 2021-0005-JB – The Provision of Services for the CTBTO Youth Group – Proj.1
- RFQ NO. 2021-0005-JB – The Provision of Services for the CTBTO Youth Group – Proj.2

Should there be items on our list that you cannot include in the quotation, we would appreciate you marking them, and returning the information to us, together with the names of any potential bidder(s) known to you. Please do this even if you cannot submit a quotation for any of the items and kindly don’t forward the RFQ to any other parties without our knowledge.

Please confirm, within 5 working days, the receipt of this RFQ and your confirmation whether you will submit a quotation by the closing date mentioned herein.

**Attachments:**

- Annex A: The Commission’s General Conditions of Contract
- Annex B: The Commission’s Terms of Reference
- Attachment 1 - CTBTO Member States
- Attachment 2 - Statement of Confirmation
- Attachment 3 - Vendor Profile Form
- Attachment 4 – Price Schedule Template
- Attachment 5 – Model Contract Template
<table>
<thead>
<tr>
<th><strong>Request For Quotation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BIDDER’S STATEMENT</strong></td>
</tr>
<tr>
<td><strong>PLEASE STATE BELOW &amp; SUBMIT WITH PROPOSAL</strong></td>
</tr>
</tbody>
</table>

**Delivery Time:**

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

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

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

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

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

**Note:** The provisions of article 28 of the Commission’s General Conditions of Contract apply to the services to be provided under the Contract, wherever it is referred to “Goods” it shall read “Services”.

**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).**

- [ ] Yes
- [ ] No
- [ ] Not applicable

**Remarks:**

**Name:**

**Name & Title of Contact Person:**

**Signature & date:**
SAMPLE OF PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item. Delivery costs, and other estimated costs (e.g. customs duties, VAT, etc.) shall be quoted separately.

2. Technical descriptions for each proposed item must provide sufficient detail to allow the Commission to determine compliance of Bid with specifications as per Terms of Reference and/or Technical Specifications of this RFQ.

3. Currency: Please quote in EURO or US$ only.

4. The format available in Attachment 4 shall be used in preparing the price quotation. The format uses a specific structure that may or may not be applicable but is indicated to serve as an example only.

Please be informed that all open competitive tenders of the CTBTO are available on the Web.

For more information, please visit http://www.ctbto.org/procurement
General Conditions of Contract

1. DEFINITIONS
(a) In these general conditions of contract the terms beginning with a capital letter shall have the meaning as defined in the Contract.
(b) “Services” means all services to be rendered under the Contract.
(c) “Goods” shall mean all goods, equipment, materials and/or other supplies to be provided under the Contract.
(d) “Taxes” shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

2. LEGAL STATUS
The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor, nor their personnel shall be considered to be an employee or an agent of the Commission.

3. ASSIGNMENT
The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor’s rights, claims or obligations under the Contract except with the prior written consent of the Commission.

4. SUBCONTRACTING
In the event the Contractor requires the services of one or more subcontractors, the Contractor shall obtain the prior written approval and clearance of the Commission for such subcontractor(s). The Commission’s approval of a subcontractor shall not relieve the Contractor of any of his obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract.

5. SOURCE OF INSTRUCTIONS
(a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
(b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES
The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL
(a) The Contractor shall not replace or withdraw any personnel referred to in the Contract for the performance of the Services without the prior written approval of the Commission or unless requested by the Commission.
(b) Prior to assignment, replacement or withdrawal of personnel for the performance of the Services, the Contractor shall submit to the Commission for its consideration, the curriculum vitae or detailed justification to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Services.
(c) In the event of withdrawal of personnel, all costs and additional expenses resulting from the replacement, for whatever reasons, of any of the Contractor’s personnel shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

8. CONFLICT OF INTEREST
No employee, officer, adviser, agent and/or subcontractor of the Contractor assigned to perform Services under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services or Goods to be provided under the Contract if this constitutes a conflict of interest.
9. INSURANCES

(a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
(b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
(c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
(d) Except for insurance mentioned in paragraph (a), the insurance policies under this clause shall:
   (i) Name the Commission as additional beneficiary;
   (ii) Include a waiver of subrogation of the Contractor’s rights to the insurance carrier against the Commission.
(e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
(f) Any amounts not insured, not recovered from or not claimed by the insurer shall be borne by the Contractor.
(g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
(h) The Contractor undertakes that provisions to the same effect as the provisions in sub-clauses (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

11. OBSERVANCE OF THE LAW

(a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
(b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

(a) All technical, financial or other documentation and data the Contractor compiled for or received from the Commission under the Contract shall be treated as confidential and shall be delivered only to the Commission’s authorized officials on completion of the Services or as requested by the Commission.
(b) Either Party acknowledges that all knowledge and information concerning the other Party that may be acquired in connection with the performance of its obligations under the Contract, including but not limited to, any information relating to its operations and procedures, are confidential and proprietary information of the other Party and it shall receive such confidential and proprietary information of the other Party in confidence and shall not disclose or permit disclosure of any such knowledge or information to any person and/or entity without the prior written consent of the other Party.
(c) The Contractor shall not, at any time, use such confidential information to its own advantage.
(d) The restrictions on confidentiality shall not apply to the information which:
   (i) presently is in the public domain;
   (ii) hereafter becomes part of the public domain without the other Party’s fault;
   (iii) was in the possession of the other Party at the time of the disclosure, as shown by written evidence;
   (iv) is disclosed to the other Party at any time hereafter by a third Party.
   (v) is required to be disclosed to governing bodies, or to governmental authorities to the extent required by law or to obtain needed authorization to perform the Contract or pursuant to reporting requirements imposed by those governing bodies or the government of the State of the Contractor.
(e) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract by the Commission.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all written communications to the Commission with respect to the Services or Goods to be provided and all documents procured or prepared by the Contractor. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

(a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
(b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.
15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

(a) The Contractor warrants that:
   (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
   (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.

(b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

(a) Except to the extent the Contractor has granted a license to the Commission, the 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 fulfill its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.

(b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.

(c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

18. WITHHOLDING OF PAYMENT

(a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
   (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
   (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
   (iii) The Contractor’s failure to submit on time the reports required.

(b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of his obligations under the Contract.

(c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of
delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

(a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.

(b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.

(c) In this event, the following provisions shall apply:

(i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;

(ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;

(iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;

(iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor’s insolvency, the Commission may, without prejudice to any other right or remedy it may have under the terms of the Contract, terminate the Contract forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers’ compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

The parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

24. ARBITRATION

(a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (amicable settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.

(b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver of any of the privileges and immunities of the Commission and its employees.

25(a). TAX EXEMPTION

In principle, the Commission is exempt from all Taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the Contractor shall collaborate with the Commission to achieve Tax exemption at source or to pursue reimbursement of Taxes paid by the Commission, as the case may be.

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days’ notice of
termination to the Contractor. In the event such termination is not caused by the Contractor’s negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactorily accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission’s notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

(a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.

(b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.

(c) If, during the warranty period mentioned in Sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

(a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.

(b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods’ final destination. The Contractor shall give all reasonable facilities and assistance—including drawings and production data—to the Commission at no charge to the Commission.

(c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.

(d) The Commission’s right to inspect, test and, where necessary, reject the Goods after the Goods’ arrival at the point of delivery designated by the Commission or at the Commission’s offices, shall in no way be limited or waived by reason of the Goods’ having previously been inspected, tested and passed by the Commission.

(e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.

(f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

(a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.

(b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.

(c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.

(d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.

(e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION.

[point of delivery]

PURCHASE NO. _____________________
GROSS WEIGHT _____________________
NET WEIGHT _____________________

(f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.

(g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be
attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

(h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
- purchase order/Contract number;
- waybill number or equivalent reference number of the shipment (if any);
- number of boxes/cartons/crates/etc.;
- estimated time of departure (ETD);
- point of departure and name of freight carrier;
- estimated time of arrival (ETA) to final destination.

(i) The following documents shall be enclosed with the shipment in case of shipping by air:
- airway bill;
- proforma or commercial invoice;
- packing list.

(j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

(a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.

(b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

33. EXPORT LICENCES

If an export licence or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such licence or governmental authorization. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may declare the Contract null and void.

34. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

(a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;

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

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

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

1 April 2016
ANNEX B

TERMS OF REFERENCE

FOR THE PROVISION OF SERVICES FOR THE CTBTO YOUTH GROUP

1. BACKGROUND

1.1. The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as “the Commission” or “CTBTO”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. The Commission desires to engage a contractor (hereinafter referred to as “the Contractor”) to provide services (hereinafter referred to as “the Work” and/or “the Services”) for the CTBTO Youth Group (CYG).

1.2. The CTBTO Youth Group (CYG) was launched at the symposium on “Science and Diplomacy for Peace and Security: the CTBT@ 20” which took place in Vienna, Austria from 25 January until 4 February 2016. It was launched with the intention to engage the youth in garnering support for the Treaty and particularly its entry into force. At present, CYG includes 984 young professionals from 108 countries working tirelessly to promote the entry into force of the Comprehensive Nuclear-Test-Ban Treaty. The CYG equally serves as a capacity building platform for nuclear disarmament and non-proliferation experts, encouraging them to do research, write and publish on CTBT-related issues.

1.3. The Commission outlines here the Terms of Reference (hereinafter referred to as “the TOR”) that shall be used by the Contractor(-s) as a basis for further development of the CYG citizen journalism capacity building project and academic publication. The Contractor shall carry out the Services, in accordance with the requirements specified in the TOR, and in the most cost-effective manner possible.

2. SCOPE OF SERVICES

2.1. Project 1: Citizen Journalism Training

The CYG newsroom project is an innovative venture providing a younger generation of CTBTO promoters with training and hands on experience to gain indispensable communication skills and social media strategies that are pivotal to raising awareness of the critical role played by CTBTO.

This work requires the provision of the following services:
2.1.1. Conduct four (4) online trainings for up to 80 CYG members in May – June 2021, that would result in the CYG members’ strengthened capacities to:

(a) Effectively use social media (Twitter, Facebook, Instagram) to convey their messages;

(b) Develop engaging social media products (Facebook live, Tweets, Youtube, Canva posters, Images, audio and video phone techniques);

(c) Reach out to a variety of interlocutors (diplomats, technical experts, youth) and secure agreements for an interview. Develop interview questions;

(d) Deliver on the above by completing an exercise test at the end of the training.

2.1.2. Develop CYG skills to make more effective use of a variety of media channels providing audiences with personal, lively, clear and accurate information about the importance of entry into force of the Treaty and its contribution to nuclear non-proliferation.

2.1.3. Develop tools such as tip sheets and education videos for posting on the CYG website to strengthen citizen journalism among the CYG.

2.1.4. Manage the CYG Citizen Journalism project during the hybrid CTBT Science and Technology Conference (SnT) 2021 (28.06-2.07.2021). In close cooperation with the CTBTO Youth Group Task Force and Public Information office:

(a) Select 25 project members from the CYG group, that attended and completed all assignments of the online trainings, for the SnT citizen journalism project;

(b) Prepare a strategy of engagement, selecting attendees to be covered;

(c) Suggest any advocacy and outreach projects to be launched online by the group in the run up, during and after the event;

(d) Oversee and mentor the work of the selected members during the event to ensure high-quality products.

2.2. Project 2: CTBT Publication Hub for Young Scholars

Since the establishment of the CTBTO Youth Group (CYG) in 2016, CTBTO has undertaken concerted efforts to ensure consistent presence of young people in all its workshops and events. In 2017 and 2019, a magazine called Newsroom was issued with publications from Youth Group members. These publications covered issues of nuclear disarmament and non-proliferation more generally and the scenarios for CTBT entry into force more specifically, from various regional, national and political background perspectives.
Given the positive feedback received about this publication, a larger-scale project will be launched in 2021. The project will be transformed into continuous coaching and preparation of analytic articles of high research quality on issues related to CTBT issues, including scientific and technical aspects of its work, science diplomacy, nonproliferation, disarmament and sustainable development and youth engagement on issues of peace and security.

This work requires the provision of the following services:

1. Development of research themes and identifying supporting reading materials, in cooperation with CTBTO staff, on topics of scientific and technical aspects of CTBTO work, science diplomacy, nonproliferation, disarmament and sustainable development, and youth engagement on issues of peace and security;

2. Outreach to CYG members to secure their participation in the project;

3. Creation of a blog for posting the articles;

4. Creation of discussion fora on the CYG website to transform it into a venue for dialogue and ideas exchange;

5. Mentoring and advice on research articles’ themes and coaching throughout the process to ensure high quality of publications;

6. Preparation of a quarterly newsletter highlighting the publications on the blog;

7. Development of outreach strategies to help secure publications in top scientific magazines and journals internationally;

8. Possible multilingual support of the research projects;


3. TIMELINES AND DELIVERABLES

3.1. Timeline: Project 1 shall be performed in one phase, from 15 May until 15 July 2021.

Deliverables:

(a) Four online trainings on social media engagement and communications for up to 80 CYG members in May – June 2021 leading to the participants’ understanding of the variety of tools at their disposal and their competent use;

(b) Production of high-quality short training videos and documents with best practices of social media engagement and citizen journalism tools usage for posting in open access on CYG website;
(c) Selection and management of the participants in the citizen journalism project at the CTBT Science and Technology Conference 2021 (28.06-07.2021), ensuring high quality products ready for public distribution, such as up to 25 short videos for Twitter, up to 25 social media cards with quotes from leading experts, up to 25 interviews and in-depth portraits with experts and youth to be published on CYG website;

(d) Regular ongoing coaching and mentoring, as well as regular meetings and interaction (including mini workshops in person and remotely) with CYG members and CTBTO staff;

(e) Successful and active participation by CYG members resulting in at least 15 newsworthy articles/video or audio items to be published in the Youth Newsroom on CTBTO’s web platform and on social media channels;

(f) The Contractor shall submit at least one (1) progress report to CYG Task Force approximately halfway through the project;

(g) A final report shall be submitted by 31 July 2021 via email

3.2 Timeline: Project 2 shall be performed in one phase, lasting 10 months (from 1 March until 31 December 2021), and can be further extended to another two-year period should established deliverables be fully fulfilled;

Deliverables:

(a) Electronic report with research proposals on topics of scientific and technical aspects of CTBTO work, science diplomacy, non-proliferation, disarmament and sustainable development, and issues of peace and security and a database/reading list of relevant materials developed;

(b) CYG working group of researchers working on articles related to the CTBT work established and managed, including through moderation of the blog;

(c) Active and ongoing support for youth group members provided to enable them to report on and raise awareness about the CTBT, current issues in nuclear non-proliferation and global disarmament architecture. CYG members’ knowledge of the CTBT and global non-proliferation and disarmament structures strengthened, and their research skills fine-tuned. This work should be delivered in close cooperation with the CTBTO External Relations office and CYG Task Force;

(d) Technical: blog for articles posting created; quarterly newsletter with best publications issued;

(e) High-quality yearly electronic magazine is developed which includes professionally edited and properly laid out articles;

(f) At least 5 papers that discuss how the CTBT is critical in building strategic trust and confidence both at regional and global levels developed and published in top
scientific, international relations and diplomatic magazines and journals internationally, potentially in a number of languages;

(g) The Contractor must submit every two months a one-page electronic progress report to the CYG Task Force, amounting to four progress reports over the ten-month period. Deliverables such as published newsletters and articles must be attached to this report;

(h) A final report shall be submitted by 1 February 2022 by email.

4. ADDITIONAL INFORMATION

4.1. Project 1: The Contractor shall provide a detailed training program including the course content and methodology as well as the Curriculum Vitae (CV) of the Contractor’s trainer(s) and alternate(s). If the selected trainer(s) is unavailable, the Contractor shall notify to the Commission as soon as possible before the starting date of the Services of the alternate trainer. An alternate trainer who was not included in the Contractor’s proposal shall only be used if approved by the Commission upon submission by the Contractor of the CV and relevant information.

4.2. Project 2: The Contractor shall provide a sample of published scientific papers, newsletters, blogs, and/or research proposals, in the areas related to nuclear disarmament and non-proliferation. The Contractor shall provide a detailed program including the methodology and the timelines of academic research, as well as the Curriculum Vitae (CV) of the Contractor’s research and administrative focal points and alternate(s) for the project.

5. ACCEPTANCE

The Services and deliverables produced under the Contract are subject to the Commission’s final acceptance. The Commission shall only accept the deliverables if they are produced and delivered in accordance with the TOR. Acceptance of the Contractor’s certificate, counter-signed by the Commission confirms the successful completion of the Services.

6. REQUIREMENTS FOR THE CONTRACTOR AND ITS PERSONNEL

6.1. Project 1: The Contractor shall have as a minimum the following requirements:

(a) A minimum of five (5) years of experience in one of the following areas: communication, journalism, coaching, mentoring, and training;

(b) Proven track records of implementing training on journalism, social media engagement, and academic publication in an international setting, preferably in one of the Commission’s thematic areas;
(c) Excellent reference records (at least one (1) reference, preferably from other UN organizations)

6.2 **Project 2:** The Contractor shall have, as a minimum, the following requirements:

(a) A minimum of seven (7) years of research and practical experience in the spheres of nuclear disarmament and non-proliferation, with the knowledge of CTBT-related issues;

(b) A track record of scientific publications in national and international academic and popular outlets;

(c) Strong network in the non-proliferation and disarmament fora and a proven track record of engagements as speakers and moderators in the sphere;

(d) A proven track record of good interpersonal skills, mentorship and work with young people;

(e) Administrative support to manage the blog, moderate discussion fora on CTBT-related issues and prepare, edit and professionally format an electronic high-quality newsletter and yearly report;

(f) Preferably knowledge of one or several UN languages, in addition to professional knowledge of English, to enable for multilingual project support; and

(g) Fluency in written and spoken English.

The Contractor shall have sufficient resources to perform the Contract. The Commission requests the CVs of the proposed trainers (and alternates).

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STATEMENT OF CONFIRMATION

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

a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.

b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.

c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.

d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.

e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.

f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation;

g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/Proposal or the procurement process if the person:

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

h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹

i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website: https://www.un.org/securitycouncil/content/un-sc-consolidated-list
j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development.

k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.

l) The prices in the firm/organization’s proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.

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

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

Name (print): ________________________________ Signature: ________________________________

Title/Position: ______________________________

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

1. Name of Company:

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

3. Telephone:  
   4. E-Mail:  
   5. Website:  
   6. Contact Person:  
   Title:  

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

8. Year Established:  
9. Number of Employees:  
10. Gross Corporate Annual Turnover (US$m)*:  
11. Annual Export Turnover (US$m)*:  
12. Type of Business/Products:  
   - Manufacturer [ ]  
   - Sole Agent [ ]  
   - Supplier [ ]  
   - Other [ ] (please explain)  
13. Type of Business/Services/Work:  
   - Engineering [ ]  
   - Civil Work [ ]  
   - Governmental Institution [ ]  
   - Other [ ] (please explain)  

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

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

   - Organization:  
     Value in US$ Equivalent:  
     Year:  
   - Organization:  
     Value in US$ Equivalent:  
     Year:  

16. Summary of any changes in your company’s ownership during the last 5 years:

---

* Please provide a copy of the most recent audited annual report and accounts. Note: Export includes services or work performed abroad or for foreign clients.  
** Please provide supplementary documentation on these items.
17. List of Products/Services/Work offered:

<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>
</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:  

<table>
<thead>
<tr>
<th>Bank Details</th>
<th>Beneficiary Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Name:</td>
<td>Beneficiary Name:</td>
</tr>
<tr>
<td>Bank Address:</td>
<td>(exactly as stated on bank statements)</td>
</tr>
<tr>
<td>Exact Account Holder Name:</td>
<td>IBAN:</td>
</tr>
<tr>
<td></td>
<td>(if applicable)</td>
</tr>
<tr>
<td></td>
<td>Account number:</td>
</tr>
<tr>
<td></td>
<td>SWIFT/BIC:</td>
</tr>
<tr>
<td></td>
<td>ABA/Sort Code:</td>
</tr>
</tbody>
</table>

**Additional Details** (if applicable)

Correspondent bank:  
Correspondent account number:  
Correspondent SWIFT/BIC:  
Tax Identification Number:  

FOR CTBTO USE ONLY

<table>
<thead>
<tr>
<th>Evaluated By:</th>
<th>Initials</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Updated By:</th>
<th>Initials</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remarks:
## Attachment 4 to RFQ 2021-0005/JB for the Provision of Services for the CTBTO Youth Group

### Company Name:

### Instructions:
- Please fill in the yellow cells
- Please indicate the currency (EUR or USD)

### Project 1: Citizen Journalism Training

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods/Services</th>
<th>Qty. (day*)</th>
<th>Daily Rate</th>
<th>Total labour cost</th>
<th>Total Quantity (day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct four (4) online training</td>
<td>0</td>
<td>90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Develop CYG skills to effectively use a variety of social media platforms</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Develop tools; tip sheets and educational videos</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Manage CYG Citizen Journalism Project</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Produce progress report(s)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Other (please specify, e.g. estimate travel cost)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Total Project 1</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Project 2: CTBT Publication Hub for Young Scholars

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description of Goods/Services</th>
<th>Qty. (day*)</th>
<th>Unit Cost (Daily Rate)</th>
<th>Total labour cost</th>
<th>Total Quantity (day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Develop research themes and identify supporting reading materials</td>
<td>0</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Outreach to CYG members</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Create a blog for posting the articles</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Create discussion fora on the CYG website</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Produce at least five (5) articles</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Mentor and coach CYG</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Prepare quarterly newsletter</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Develop outreach strategies for CYG publications</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Multilingual support for the research projects</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Prepare yearly e-magazine</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Produce progress report(s)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Other (please specify, e.g. estimate travel cost)</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Total project 2</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Options:
- 13. First optional extension 12 months for the above-mentioned deliverables | 0 |
- 14. Second optional extension 12 months for the above-mentioned deliverables | 0 |

### Applicable discount in the event both projects are awarded

1 man-day = 8 hours

**Note:**
- Please show costs for delivery and taxes separately.
- Delivery costs shall include packing, handling, insurance, shipment, customs clearance and local delivery to final destination.
- Applicable taxes, when authorized prior to the award of the order, will be reimbursed by the Commission on the basis of actual amounts paid and documented.
- Make it clear that the quoted charge is an estimate, by indicating “Estimate” or “Approx.” or “Firm Fixed”.
- Estimated costs (other than taxes) shall mean that the Commission shall pay the actual cost, not to exceed the estimate by more than ten (10) percent, in the event of an order.
CONTRACT

between

THE PREPARATORY COMMISSION
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY
ORGANIZATION

and

(INSERT NAME OF THE CONTRACTOR)

for

THE PROVISION OF SERVICES FOR THE CTBTO YOUTH GROUP

This Contract comprises this cover page, a table of contents, 7 (seven) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

[Month, year]
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MODEL CONTRACT

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and ______________ (hereinafter referred to as the “Contractor”), having its registered office located at ______________ [address] (both hereinafter individually referred to as the “Party” and collectively as the “Parties”).

The Parties hereto mutually agree as follows:

1. DEFINITIONS

   In this Contract, words and expressions shall have the same meanings as respectively assigned to them in the General Conditions of Contract and the Terms of Reference. In addition, the following words and expressions shall have the meanings hereby assigned to them:

   “Annex A” means the Commission’s General Conditions of Contract.

   “Annex B” means the Commission’s Terms of Reference.

   “Annex C” means the Contractor’s Proposal.

   “Contract” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 20 below.

   “Contractor” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the work under this Contract.

   “Party(ies)” means the Commission and/or the Contractor, as the context requires.

   “Rule(s)” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

   “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.

2. AIM OF THE CONTRACT

   The aim of this Contract is to provide services, namely, for Project 1 Citizen Journalism and/or Project 2 CTBT Publication Hub for Young Scholars for the CTBTO Youth Group (CYG) (hereinafter referred to as the “Services” or “Work”), for the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

   This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the “Effective Date”) and it shall remain in force until the Parties fulfill all their obligations hereunder.
4. **COMMENCEMENT AND COMPLETION OF THE SERVICES**

The Contractor shall commence the Services [on ………………. /on the Effective Date/within ___________ weeks/days of the Effective Date]. The Services shall be completed not later than ……………………………

**OPTIONAL EXTENSION (only applicable for Project 2)**

The Commission has the option to extend the Services for two (2) further twelve (12) month periods, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the intention to extend the Services at least one (1) month prior to the completion date. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

5. **STANDARD OF WORK**

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission’s consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

6. **RESPONSIBILITIES OF THE CONTRACTOR**

(a) The Contractor shall provide the Services described in Annex B and C.

(b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

7. **WARRANTY**

The provisions of Clause 28 of Annex A shall apply to the Services performed by the Contractor.

8. **PERMITS, NOTICES, LAWS AND ORDINANCES**

(a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

(b) The Contractor shall give all notices required by the nature of the Work.

(c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9. **PROTECTION OF PERSONS AND PROPERTY**

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

(b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
(i) all employees on the Commission’s premises and all other persons who may be
affected thereby;
(ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated
therein, whether in storage on or off the Commission’s premises, which are under
the care, custody or control of the Contractor or any of its subcontractors; and
(iii) other property on the Commission’s premises or adjacent thereto.

(c) The Contractor shall give all notices and comply with all applicable laws and Rules
bearing on the safety of persons and property and/or their protection from damage, injury
and loss.

(d) The Contractor shall erect and maintain, as required by existing conditions and progress
of the Work, all reasonable safeguards for the safety and protection of persons and
property, including posting danger signs and other warnings against hazards and
promulgating safety regulations.

(e) When the use or storage of combustible, explosive or other hazardous materials is
necessary for the execution of the Work, the Contractor shall exercise the utmost care and
shall carry on such activities under the supervision of properly qualified personnel.

(f) The Contractor shall be responsible for the prevention of accidents on the Commission’s
premises during the execution of the Work.

(g) In any emergency affecting the safety of persons or property, the Contractor shall
promptly act to prevent threatened damage, injury and loss.

(h) The Contractor shall promptly remedy all damage and loss to any property, referred to in
Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or
anyone directly or indirectly employed by any of them, or by anyone for whose acts any
of them may be liable and for which the Contractor is responsible under Sub-Clause (b)
above, except damage and loss attributable to the acts or omissions of the Commission or
anyone directly or indirectly employed by it, or of anyone for whose acts the Commission
may be liable, and not attributable to the fault or negligence of the Contractor. The
foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of
Annex A.

10. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor
to ensure that the Services are carried out in accordance with Annexes B and C, and shall promptly
notify the Contractor thereof. The Commission shall respond promptly to requests for information
by the Contractor regarding the Services.

11. CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper
performance of its obligations under the Contract, a firm fixed price of [EUR/US$]
[_____] [in numbers and words], hereinafter referred to as the “Contract Price”.

Optional Extension under Project 2
- The price for the first 12 months of extension shall be………………..
- The price for the second 12 months of extension shall be…………..

THE PRICE INDICATED IN THIS CLAUSE SHALL EXCLUDE TAXES.

The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.

The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 (e).

OR

No Taxes are applicable under this Contract.

12. PAYMENT

(a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:

[A progress payment schedule based on milestone deliveries may be included in the proposal. Any applicable Taxes shall be identified separately, and not be included in the Contract amount, i.e. “Upon [milestone] the amount of [EURO/US$] ______ [in numbers and words], and [indicate the applicable Tax] in the amount of [EURO/US$] ______ [in numbers and words].

(b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.

(c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.

(d) 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 address specified in Clause 21 below. 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.

[PARAGRAPH (e) BELOW ONLY APPLIES IF THERE ARE TAXES (SEE CLAUSE 11 (d) ABOVE). IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (e) SHOULD BE OMITTED.]

(c) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work 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 should be submitted to the Commission, in addition to any other supporting documentation.

13. TEMPORARY SUSPENSION OF WORK

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days’ advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

14. DELAYS AND EXTENSION OF TIME

(a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor’s reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.

(b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15. CONTRACTOR’S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor’s sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.
16. **ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C shall constitute integral parts of this Contract and shall be of full force and effect.

17. **DISCREPANCIES**

If there are discrepancies or conflicts between any of the documents that are part of this Contract, the document to prevail shall be given precedence in the following order:

(i) this document;
(ii) General Conditions of Contract (Annex A);
(iii) Terms of Reference (Annex B);
(iv) Contractor’s Proposal (Annex C).

18. **SEVERABILITY**

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

19. **NO WAIVER**

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

20. **CONTRACT AMENDMENT**

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

21. **TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party as follows (or to such person/title, address or email address as the Party may substitute by notice after the date of the Contract):

(a) The Commission:

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

   **For invoices and related enquiries:**

Contract No. XXXX-XXXX - Description
Accounts Payable  
CTBTO Financial Services Section  
Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria  
Tel: + (43 1) 26030 6292  
E-mail: Payments@ctbto.org

(b) The Contractor

Name:  
Address:  
Tel:  
Email:

22. EFFECTIVENESS

(a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:

(i) if delivered in person, at the time of delivery;
(ii) if by registered mail or courier, when received;
(iv) if by electronic communication, when retrievable by the Commission in document form.

(b) A communication given under Clause 22 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.
IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

For and on behalf of the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION**:  

________________________________________________________________________  
[Name, Position/Title]  
Date: ___________________  
Place: ___________________  

For and on behalf of [CONTRACTOR]:  

________________________________________________________________________  
[Name, Position/Title]  
Date: ___________________  
Place: ___________________
LIST OF ANNEXES

ANNEX A: THE COMMISSION’S GENERAL CONDITIONS OF CONTRACT
ANNEX B: THE COMMISSION’S TERMS OF REFERENCE
ANNEX C: THE CONTRACTOR’S PROPOSAL