

## REQUEST FOR PROPOSAL

---

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2022-0112/HASAN *NaC Hu*  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

**E-mail:** [procurement@ctbto.org](mailto:procurement@ctbto.org)

**Attn:**

Phone:

Fax:

Email:

**Date:** 12 Oct 22



**Subject:** Provision of Xenon Spike Samples on a Call-off Basis.

**Deadline for Submission:** 12 Nov 22

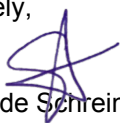
**Vienna Local Time:** 17:00

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 email as soon as possible.

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

Yours Sincerely,



Sally Alvarez de Schreiner  
Chief, Procurement Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2022-0112	<b>Closing Date:</b> 31 Oct 22
<b>Title:</b> Provision of Radioxenon Isotope Samples on a Call-off Basis.	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Manzurul Hasan

**CTBTO Req. No.:** 0010020243

Please complete 'A' or 'B' or 'C'  
and Return

**WITHIN FIVE (5) DAYS**

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

**by email to**  
procurement@ctbto.org

**A: We shall submit our proposal**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

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

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**C: We will not submit a 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) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General

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

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

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are 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 with its Attachments:
  - Attachment 1: Evaluation Criteria and Method
  - Attachment 2: Format for Financial Proposal
  - Attachment 3: Procedure for submission of electronic bids
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) The Commission's Model Contract and its Annexes A – B;
  - o The Commission's General Conditions of Contract (Annex A)
  - o Terms of Reference (Annex B)

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

### 3. Amendment of RFP Documents

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

### 4. Language of the Proposal

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

## 5. Format and Submission of the Proposal

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

**The Proposal shall be submitted electronically 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 **10 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 sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)

Request: Request for Clarifications re RFP No. **2022-0112/HASAN**

The Commission will make all reasonable efforts to issue the clarifications not later than **7** business days prior to the Closing Date.

Except in the 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 firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in **Clause 13** of the attached Model Contract.

Applicable Taxes payable by the Contractor 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.

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

### **PART I: TECHNICAL PROPOSAL**

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

#### **Point of Contact**

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 and Vendor Profile Form**

The attached Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted as part of the Technical 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, including a section-by-section response to the Terms of Reference with a description of how the requirements will be met, including, at the minimum, information on the following:

- a) Radioxenon isotopes that can be provided
- b) Radioxenon Activity ranges and uncertainties that can be provided
- c) Impurities to be expected due to production process, and related activities/uncertainties that can be quantified
- d) Types of carrier gasses that can be provided
- e) Description of radioxenon production methods
- f) Production capacities
- g) FRD response times for production and dispatch
- h) Terms of Delivery and delivery times according to destinations Cat A/B/C
- i) Example of a Xenon Spike Sample Data Sheet

- j) Any type of documentation that is needed during the process of spike sample provision from the Commission or the recipient (such as end user statements, or similar etc...)
- k) Bidder's experience in provision of radioxenon gas samples for a network of monitoring stations

### **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.

### **Commission's Inputs**

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

### **Qualifications**

Documentary evidence of the bidder's 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 personnel proposed for this contract, including technical experience to perform the Work.

Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

### **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.

### **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.

**Insurance**

Insurance to be included in the Proposal 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 supplier and the Commission. You are requested to confirm that you will provide this insurance coverage

**PART II: FINANCIAL PROPOSAL**

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference and submitted in accordance with Attachment 2.

The Financial Proposal shall contain, at the minimum, the following:

- (i) Firm fixed unit prices for the Goods/Services required by Terms of Reference for the total contract duration (three (3) years with a possibility of extension for an additional two (2) years);
- (ii) Firm fixed labor rates, with information on the category and number of staff proposed. This section must further include proposed man-hours/man-day including estimated man-power effort for each of the tasks required under the Terms of Reference. Please do note, that the firm fixed labor rates shall include costs and expenses 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) for the provision of the services in accordance with the Terms of Reference;
- (iii) Estimated shipping costs for the required tasks of the Terms of Reference; Estimated prices for the door-to-door shipment to each site, based on DAP (delivered at place) or DDP (delivery duty paid), INCOTERMS 2020, which shall include cost for the packing, handling, insurance, shipping, customs clearance, local delivery, wherever applicable. The Commission will reimburse the actual expenditure for the shipment, subject to provision by the Contractor of the proof of the actual expenditure for the shipment together with the invoice.
- (iv) Description of the content, terms, conditions and cost (if any) of all warranties and guaranties.

**Indirect Taxes**

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. **“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.

#### **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.

#### **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).

#### **For Non-EU Companies**

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

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 the 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 the Proposal and award**

- (a) Proposals will be evaluated and award decision will be made based on the method and criteria specified in Attachment I.
- (b) The Commission may split the award of the Contract and award more than one Contract to those Contractors who receive the highest combined score in each individual component of the Work, as applicable, and as specified in this RFP documents.

**14. Negotiations of the Proposal**

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

**15. Modification and Withdrawal of the 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.

## EVALUATION CRITERIA AND METHOD

### A. TECHNICAL EVALUATION

#### 1. Overview

This document describes the evaluation criteria of the bidder's technical proposal (hereafter referred to as the "Bidders Technical Proposal"). The technical evaluation of the Bidder's Technical proposals will be based on an assessment of compliance with all requirements of the Terms of Reference (ToR), and with the requirements for the content of the Technical Proposal set forth in the Instructions for Preparation and Submission of Proposals.

#### 2. Evaluation of Compliance with the requirements

- The maximum score is 100 points for the technical part of the proposal.
- Points will be awarded to each bidder for each of the requirements in Table 2 in accordance to Table 1 below.
- If a bidder is assigned less than 3 points for any criteria, it is considered that that bidder does not satisfy the minimum technical requirements for this project.

**Table 1:** Basis of scoring

Points	Criteria
1	Does not meet the minimum technical, functional, or performance related criterion. Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion
2	Partially meets the requirement. Meets the requirement in most areas but is lacking details and responsiveness in some areas of the criterion.
3	Meets the requirements.
4	Meets the requirement to the minimum acceptable level in all areas and exceeds it in some areas.
5	Response exceeds the requirement in all areas and adds additional technical, functional and performance related value to the proposed services.

**Table 2:** Bidder Technical Proposal Evaluation Matrix

<b>Eval ID</b>	<b>Description</b>	<b>Max Score</b>	<b>Weight</b>	<b>Score</b>
1	<p>Radioxenon isotopes and Radioxenon Activity ranges and uncertainties that can be provided; Impurities to be expected due to production process, and related activities/uncertainties that can be quantified; and types of carrier gasses that can be provided by the bidder according to TOR 2.1.1 (a) - (j), 3.(c)(iv) and RFP Instruction, Part 1 Technical Proposal “Description of Services” Points (a) through (d):</p> <ul style="list-style-type: none"> <li>a) Radioxenon isotopes that can be provided</li> <li>b) Radioxenon Activity ranges and uncertainties that can be provided</li> <li>c) Impurities to be expected due to production process, and related activities/uncertainties that can be quantified</li> <li>d) Types of carrier gasses that can be provided</li> </ul>	5	5	25
2	<p>Description of radioxenon spike production methods, production capacities in accordance with RFP Instruction, Part 1 Technical Proposal “Description of Services” Points (e) and (f):</p> <ul style="list-style-type: none"> <li>e) Description of radioxenon production methods</li> <li>f) Production capacities</li> </ul>	5	1	5
3	<p>Compliance with FRD Response times for production and dispatch (TOR 3.b) and RFP Instruction, Part 1 Technical Proposal “Description of Services” Point (g):</p> <ul style="list-style-type: none"> <li>g) FRD response times for production and dispatch</li> </ul>	5	4	20
4	<p>Compliance with Terms of Delivery and delivery times according to destinations Cat A/B/C according to TOR 2.1.3 and RFP Instruction, Part 1 Technical Proposal “Description of Services” Points (h) and (j):</p> <ul style="list-style-type: none"> <li>h) Terms of Delivery and delivery times according to destinations Cat A/B/C</li> <li>j) Any type of documentation that is needed during the process of spike sample provision from the Commission or the recipient (such as end user statements, or similar etc...)</li> </ul>	5	4	20

Eval ID	Description	Max Score	Weight	Score
5	<p>Compliance with provision of documentation needed during the process from the Commission or the recipient (end user statement etc...). Compliance with Provision of a Xenon Spike Sample Data Sheet according to TOR. according to TOR 2.1.2 and RFP Instruction, Part 1 Technical Proposal “Description of Services” Points (i) and (j):</p> <p>i) Example of a Xenon Spike Sample Data Sheet</p> <p>j) Any type of documentation that is needed during the process of spike sample provision from the Commission or the recipient (such as end user statements, or similar etc...)</p>	5	3	15
6	<p>Experience in preparation and shipment of radioactive samples and provision of radioxenon samples for a network of monitoring stations in accordance with and RFP Instruction, Part 1 Technical Proposal “Description of Services” Point (k):</p> <p>k) Bidder’s experience in provision of radioxenon gas samples for a network of monitoring stations</p>	5	2	10
7	English language requirement (ref. TOR 2.1.2(c) and 3(e).	5	1	5
	<b>Total Score</b>			<b>100</b>

## B. COMMERCIAL EVALUATION

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be assessed. The financial offers will be evaluated in accordance with the formula given below:

$$X = \text{Max Available Score} * Y/Z$$

Legend:

X= score to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= score of the offer being evaluated

## C. AWARD

The Commission, based on the evaluation method given, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’. The relative weighting of each component of the Proposal is **60%** for the Technical Proposal and **40%** for the financial score. The Commission will award the Contract(s) to the successful bidders with the highest combined score and contractual compliance\*.

\* Bidders are expected to accept and comply with the Commission’s General Conditions on Contracts and Model Contract. Any deviations from the provisions included in such documents may be a factor in the Commission’s contract award decision.

**Format for Financial Proposal**  
**RFP No. 2022-0112: Provision of Radioxenon Isotope Samples on a Call-off Basis.**

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference.

The financial proposal shall include:

**a) Sample costs per batch in accordance with the template below:**

	Price per sample for 1-3 sample (1-300 Bq)	Price per sample for 4 - 10 samples (1-300 Bq)	Price per sample for 11 and more samples (1-300 Bq)
Xe-131m			
Xe-133			
Xe-131m, Xe-133			
Xe-133, Xe-133m, Xe-135			
Xe-131m, Xe-133, Xe-133m, Xe-135			
Xe-127			
Add any additional possible isotope combinations			

**b) Delivery Cost for Xenon spike samples (and batches) for the destinations in accordance with Section 2.1.3 of the ToR**

Destinations	Unit Price
<b>Category A</b>	
CTBTO headquarter, Vienna, Austria	
CTBTO TeST Center, Seibersdorf, Austria	
Melbourne, Australia	
Yellowknife, Canada	
St. John's, N.L., Canada	
Ottawa, Canada	
Bruyères le Châtel, France	
Toulouse, France	
Freiburg, Germany	
Yavne, Israel	
Bologna, Italy	
Roma, Italy	
Takasaki, Japan	
Tokai, Japan	
Christchurch, New Zealand	
Panama City, Panama	
Cape Town, South Africa	
Daejeon, South Korea	

Stockholm, Sweden	
Uppsala, Sweden	
Bern, Switzerland	
Aldermaston, United Kingdom	
Chantilly, United States of America	
Richland, United States of America	
Charlottesville, United States of America	
Ashland, United States of America	
Idaho Falls, United States of America	
<b>Category B</b>	
Buenos Aires, Argentina	
Darwin, Australia	
Bariloche, Argentina	
Rio de Janeiro, Brazil	
Edea, Cameroon	
Hanga Roa, Easter Island, Chile	
Beijing, China	
Guanzhou, China	
Mianyang, Sichuan Province, China	
Addis Ababa, Ethiopia	
Kourou, France	
Réunion, France	
Papeete, Tahiti	
Tehran, Iran	
Nouakchott, Mauritania	
Baja California, Mexico	
Ulaanbaatar, Mongolia	
Chatham Island, New Zealand	
Christchurch, New Zealand	
Agadez, Niger	
Spitzbergen, Norway	
Moscow, Russian Federation	
Norilsk, Russian Federation	
Ussuriysk, Russian Federation	
Petropavlovsk-Kamchatski, Russian Federation	
Dubna, Russian Federation	
Nakorn Pathom, Thailand	
Oahu, United States of America	
<b>Category C (optional for ordering at the discretion of the Commission):</b>	
Kerguelen, France	
BIOT/Diego Garcia, United Kingdom	
Tristan da Cunha, United Kingdom	
Halley, Antarctica, United Kingdom	
Wake Island, United States of America	
Others, to be designated by the Commission	

**c) Any other costs**

## **PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES**

Given the current logistics restrictions at the Vienna International Centre as a result of the COVID-19 situation, the Commission invites you to submit your sealed bids in response to **Request for Proposal No./Invitation to Bid No. 2021-XXXX/XXXXX: Description**.

**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](mailto: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](http://7-zip.org) )

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

#### **Creating the archives for submission**

Regardless of whether the bid is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

### Attachment 3

As an example of how to submit your bid in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the bid for “RFP 2020-0010/EDWALD”. *(You will need to replace these elements with the real information for your actual bid.)* Assuming further that you have installed the 7-zip software on the Windows system you are using. We will only go through the creation of the Technical bid component; the Financial bid component is similar.

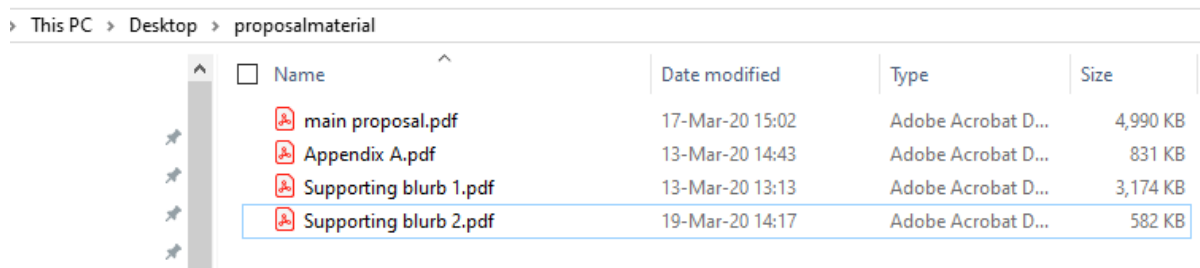


Figure 1 An example set of files to be submitted

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.**



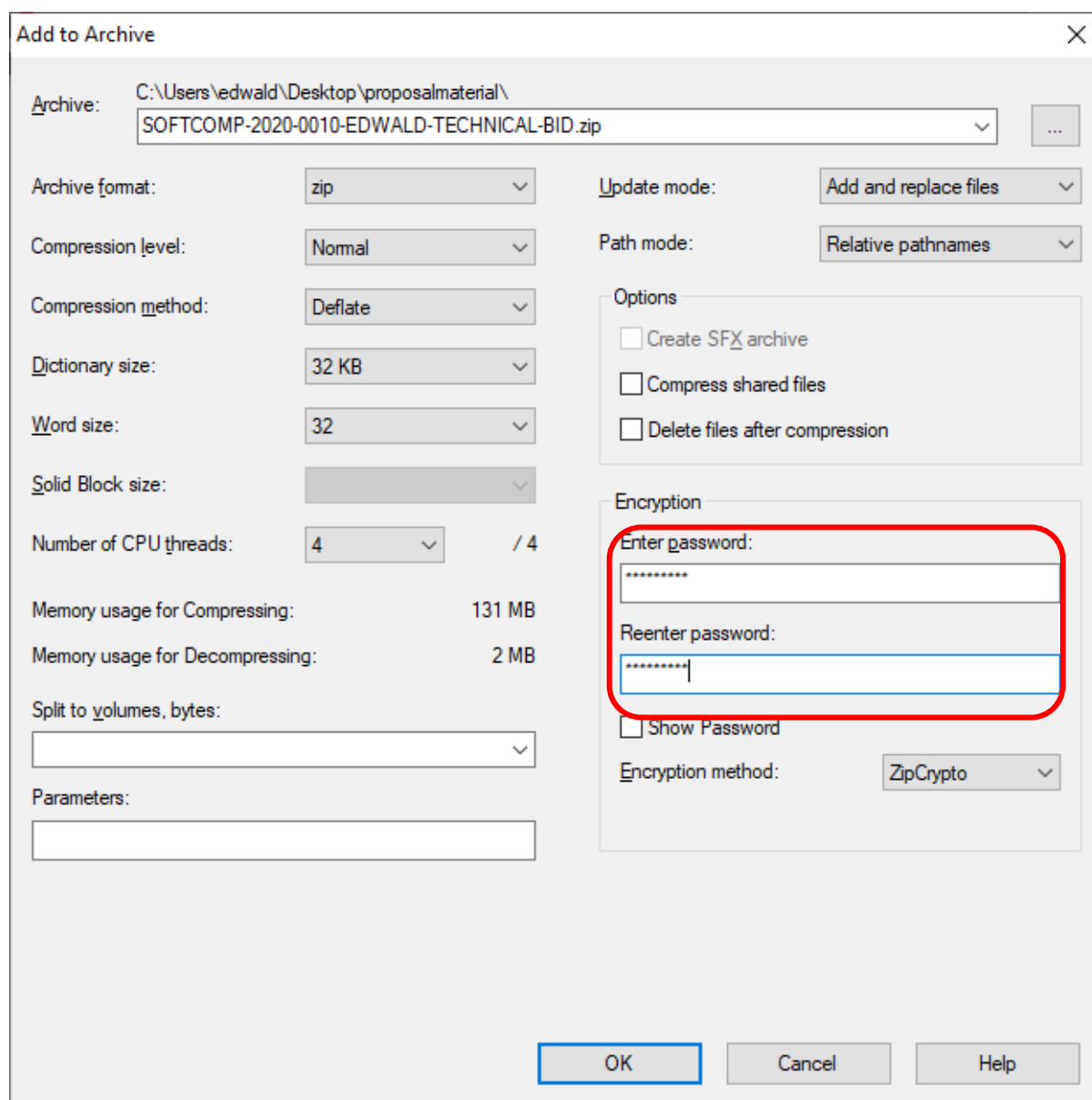


Figure 2 Creating an Archive

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.)

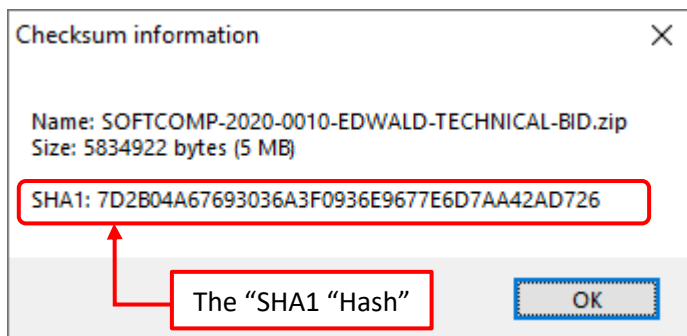


Figure 3 SHA1

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](mailto: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](mailto:bid_keys@ctbto.org)

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Bid to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Bids to the [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) mailbox. **You shall only send the Encryption Key for the Financial Bid**

### Attachment 3

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](mailto: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](mailto: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.**

**VENDOR PROFILE FORM (VPF) – FOR PRODUCTS/SERVICES/WORK**

1. Name of Company:		
2. Street Address:		3. Telephone:
P.O. Box : City:		4. Fax :
Zip Code :	Country:	5. E-Mail :
6. Contact Person:		Title:
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)		
8. Year Established:		9. Number of Employees:
10. Gross Annual Turnover (US\$m)*:		11. Annual Export Turnover (US\$m)*:
12. Type of Business/Products:    Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/>		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/>		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

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

**\*\*Please provide supplementary documentation on these items.**

<b>17.List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):</b>			
<b>Product/Service/Work #</b>	<b>Product/Service/Work Description</b>		
Questionnaire completed by:			
18.Name:	Title:	Signature:	Date:
19. Evaluated By:		<b>FOR CTBTO USE ONLY</b> Initials	Date:
20. Updated By:		Initials	Date:
21. Remarks:			
22. Vendor Registration Number Allocated:		Not Accepted:	<input type="checkbox"/>

\* 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.

\* 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.

## 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).<sup>1</sup>
- 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.

---

<sup>1</sup> 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.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.<sup>1</sup>

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

Date: \_\_\_\_\_

---

<sup>1</sup> <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>



**CONTRACT NO. 20XX-XXXX**

**between**

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

**and**

**NAME OF CONTRACTOR**

**for**

**PROVISION OF XENON SPIKE SAMPLES ON A CALL-OFF BASIS**

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

**[Month] [2022]**

## TABLE OF CONTENTS

<b>1.</b>	<b>DEFINITIONS .....</b>	<b>3</b>
<b>2.</b>	<b>AIM OF THE CONTRACT .....</b>	<b>4</b>
<b>3.</b>	<b>ENTRY INTO FORCE AND DURATION OF THE CONTRACT .....</b>	<b>4</b>
<b>4.</b>	<b>RESPONSIBILITIES OF THE CONTRACTOR.....</b>	<b>5</b>
<b>5.</b>	<b>FORMAL REQUESTS FOR DELIVERY .....</b>	<b>4</b>
<b>6.</b>	<b>STANDARD OF WORK .....</b>	<b>6</b>
<b>7.</b>	<b>INSURANCE .....</b>	<b>7</b>
<b>8.</b>	<b>WARRANTY .....</b>	<b>7</b>
<b>9.</b>	<b>PERMITS, NOTICES, LAWS AND ORDINANCES .....</b>	<b>7</b>
<b>10.</b>	<b>PROTECTION OF PERSONS AND PROPERTY.....</b>	<b>8</b>
<b>11.</b>	<b>RESPONSIBILITIES OF THE COMMISSION.....</b>	<b>8</b>
<b>12.</b>	<b>PRICES .....</b>	<b>8</b>
<b>13.</b>	<b>PAYMENT TERMS.....</b>	<b>9</b>
<b>14.</b>	<b>MARKET FLUCTUATION.....</b>	<b>10</b>
<b>15.</b>	<b>TEMPORARY SUSPENSION OF WORK.....</b>	<b>10</b>
<b>16.</b>	<b>DELAYS AND EXTENSION OF TIME.....</b>	<b>10</b>
<b>17.</b>	<b>CONTRACTOR’S CLAIMS AND REMEDIES .....</b>	<b>11</b>
<b>18.</b>	<b>ENTIRE AGREEMENT .....</b>	<b>11</b>
<b>19.</b>	<b>DISCREPANCIES.....</b>	<b>11</b>
<b>20.</b>	<b>SEVERABILITY .....</b>	<b>11</b>
<b>21.</b>	<b>NO WAIVER .....</b>	<b>11</b>
<b>22.</b>	<b>CONTRACT AMENDMENT .....</b>	<b>11</b>
<b>23.</b>	<b>TRANSMISSION OF NOTICES AND OTHER DOCUMENTS .....</b>	<b>11</b>
<b>24.</b>	<b>EFFECTIVENESS.....</b>	<b>13</b>
	<b>SIGNATURE PAGE.....</b>	<b>13</b>
	<b>LIST OF ANNEXES.....</b>	<b>15</b>

## CALL- OFF CONTRACT NO. XXXX

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 [Name of Contractor] (hereinafter referred to as the “Contractor”), having its principal 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, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 22 (Contract Amendment) 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.

“**FRD**” means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes B and C.

“**Goods**” means the equipment items to be supplied and delivered by the Contractor under the Contract as requested by the Commission under FRDs.

“**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.

“**Services**” means services provided by the Contractor under this Contract as requested by the Commission under FRDs.

“**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.

**“Work”** means all the Goods and/or Services to be provided by the Contractor, including its affiliates and/or subcontractors, in order to fulfil all its obligations under the Contract, and the remedying of any defects therein.

## **2. AIM OF THE CONTRACT**

The aim of this Contract is to provide services for Provision of Xenon Spike Samples on a call-off basis, as and when required by the Commission.

## **3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

**3.1** The Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties and shall be valid for **3 (three) years** thereafter and until the Parties fulfill all their obligations hereunder.

**3.2** The Commission has the option, but not the obligation, to extend the Contract for a duration of **2 (two) years** under the same terms and conditions as those of this Contract. The optional extension will be implemented through a written notification to the Contractor by the Commission.

## **4. RESPONSIBILITIES OF THE CONTRACTOR**

**4.1** The Contractor shall supply the Goods and provide the Services as specified in Annex B.

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

## **5. FORMAL REQUESTS FOR DELIVERY**

### **5.1 General provisions**

- (a) During the Contract duration the Commission will issue individual FRDs based on the firm fixed unit prices of the Goods and/or fixed unit rates for the Services reflected in Annex C, as well as estimated shipping and travel costs
- (b) Each FRD shall be valid until its successful completion by the Contractor and acceptance by the Commission of the Work performed.
- (c) The FRD shall specify, as applicable, the required Work, Goods to be supplied and/or Services to be delivered, details of the consignee (name, address and contact information), ship-to address, shipping instructions, required delivery date and place, notification party(ies) and any other relevant information.
- (d) The Commission may revise the FRD as and when it may deem necessary.

- (e) The Commission makes no commitment under the Contract to call-off any specific quantities of Goods and/or Services specified in Annex B.
- (f) The Commission may, from time-to-time, need to purchase accessories or essential items that do not form part of the list of equipment in Annex C to the Contract. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in Annex C. The Contractor shall provide this information within seven (7) days of the Commission's request.
- (g) The Commission may issue FRDs in accordance with this Clause 5, which may include the item or items in question. Such items, which may be purchased through FRDs and which do not form part of Annex C, shall henceforth be incorporated by reference into the list of prices in Annex C (hereinafter referred to as the "List of Prices"). The prices for such above mentioned items shall be firm and fixed from the date of issuance of the relevant FRD including such item(s) and henceforth remain valid in accordance with Clause 12 below and Annex C, until the expiry of the Contract.
- (h) In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.
- (i) Per Diem Charges

Per diem charges, which cover lodging, meals and incidental travel expenses, shall be based on the United Nations Daily Subsistence Allowance (UN DSA) rates, unless otherwise specified by the Commission. The Commission may provide a copy of the current UN DSA rates with each request for an estimate and prior to issuing the FRD.

(j) Estimates

(i) For all other required items not addressed above, the Commission shall request the Contractor, prior to the Commission's issuance of an FRD, to provide estimated costs for shipping, airfare, local transportation and other applicable items. The Contractor shall provide such estimates within 1 (one) week from the request. The Commission, at its own discretion, will approve the inclusion of relevant items quoted by the Contractor in accordance with the specific requirements of the FRD.

(ii) Without prejudice to Clauses 23 and 24 of Annex A, if the Commission is not in agreement with the estimates provided, there will be a maximum period of negotiation of 1 (one) month.

(iii) For airfare and local transportation estimates, at the time of payment the Contractor shall submit to the Commission supporting documentation of costs actually incurred, such as copies of air ticket, invoices, insurance policies and shipping documents, as appropriate, which shall not exceed the estimate by more than 10%.

## **5.2 Delivery Terms**

**5.2.1.** Unless otherwise instructed in the FRD or authorized by the Commission in writing, the following shall apply in respect to the delivery of the Goods under the Contract:

- (a) The Contractor represents that it shall arrange for the most cost effective means for the delivery of the Goods to the specified destinations.
- (b) Depending on the destination, the trade and shipping terms applicable under the Contract shall be door-to-door “**DAP** (delivered at place)” or “**DDP** (delivered duty paid)”, based on the INCOTERMS (International Commercial Terms) 2020.
- (c) The Contractor shall be responsible for all shipping arrangements, including customs clearance and local transportation of the Goods to the final delivery address as specified in the FRD.
- (d) As soon as possible prior to effecting the shipment, the Contractor shall send to the Commission and the consignee a detailed delivery schedule and the shipping documentation, such as flight number and date, airway bill and consignment details (content, weight and dimension of the package). The FRD may require that actual shipment is effected only after an authorization from the consignee is obtained.

**5.2.2.** Delivery shall always be made in full in accordance with each FRD. Partial delivery (i.e. delivery not completed per each FRD) is not acceptable without prior written consent by the Commission.

### **5.3 Delivery via the United Nations Development Program**

The Commission may request that the Contractor arranges the delivery of the Goods through the United Nations Development Programme (UNDP) offices in order to utilize the Commission’s agreement with UNDP which waives the payment of import taxes into specific countries. This information will be supplied to the Contractor in the FRD. In this case, the Goods may first be delivered to the UNDP office and then re-routed to the Consignee. The Contractor shall be responsible for all delivery arrangements, as instructed by the Commission.

### **5.4 Required Delivery Date**

The Goods shall be received by the consignee within the required date specified in the FRD, or within a longer period, if so agreed by the Commission.

### **5.5 Title and Risk**

Unless stipulated otherwise, title to any Goods supplied by the Contractor or provided by the Commission shall be transferred to the consignee upon the delivery of the Goods to the final destination. A note of acceptance of the Goods shall be obtained by the Contractor from the consignee.

## **6. STANDARD OF WORK**

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. 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 it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

## **7. INSURANCE**

- 7.1** The Contractor shall provide appropriate insurance, as specified in Clause 9 of Annex A.
- 7.2** In addition, the Contractor shall, without limiting its own or the Commission's obligations and responsibilities under this Contract, provide and thereafter maintain insurance with respect of the Goods from the date of their receipt by the Contractor from the manufacturer until receipt by the delivery party at the final destination. For this purpose, Global insurance shall be arranged with a single insurance company on an as-arranged basis at the same rate of insurance premium for the execution of each FRD. It shall be in an adequate amount to cover the full replacement cost plus an additional sum of ten percent (10%) of such replacement cost to cover any additional cost of, and incidental to, the rectification of loss or damage, including professional fees; the insurance shall cover the Contractor against all losses or damages from whatsoever cause arising from the execution of this Contract, from its signature until its successful completion. The insurance referred to in this Clause shall be in the name of the Contractor and the Commission shall be named as an additional insured party.

## **8 WARRANTY**

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

## **9 PERMITS, NOTICES, LAWS AND ORDINANCES**

- 9.1** 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. This shall include, but not be limited to, work permits, visa, or similar documents.
- 9.2** The Contractor shall give all notices required by the nature of the Work.
- 9.3** 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.

## **10. PROTECTION OF PERSONS AND PROPERTY**

- 10.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- 10.2** 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 persons on the Commission's or the Station's premises, as applicable, who may be affected thereby;

(ii) property of the Commission or the Station, as applicable.

- 10.3** 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.
- 10.4** 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.
- 10.5** 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.
- 10.6** The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station's premises, as applicable, during the execution of the Work.
- 10.7** In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.8** The Contractor shall promptly remedy all damage and loss to any property, referred to in Clause 10.2 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 Clause 10.2 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.

## **11. 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 Work is 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 Work.

## **12. PRICES**

- 12.1** For each FRD the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, the amount based on the firm fixed unit prices of the Goods and/or Services pursuant to Annex C attached hereto, DSA, plus the actual shipping costs.

The firm fixed unit prices of the Goods and/or fixed unit rates for the Services shall be held unchanged for the period indicated in Clause 3 above and shall exclude any applicable Taxes, fees, duties and charges owed by the Contractor in respect to the Goods and/ or Services at the conclusion or implementation of this Contract.



**12.2** The Prices 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.

**12.3** 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 issued FRD without the prior written consent of the Commission and a formal written amendment to this FRD.

**12.4** No Taxes are applicable under this Contract.

### **13 PAYMENT TERMS**

**13.1** Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:

- (a) Original invoice submitted in accordance with Clause 13.2(a) below reflecting the actual costs;
- (b) Delivery note countersigned by the consignee listing the Goods delivered and confirming their receipt and acceptance;
- (c) Copy of the airway bill or bill of lading showing the date of the flight or shipment, if applicable;
- (d) Copy of the carrier's invoice supporting the actual shipping costs on the Contractor's invoice;
- (e) Copy of the certificate of transportation insurance;
- (f) Certificate of origin, if applicable;
- (g) Any other documentation that might be required under the applicable FRD.

#### **13.2 General Payment Provisions**

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

- (c) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified under Clause 23 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.

#### **14. MARKET FLUCTUATION**

- 14.1** The unit prices of the Goods and unit rates for the Services shall be held fixed for the entire duration of the Contract. If the prices increase for reasons not under the control of the Contractor (e.g. Goods supplied by a third party), or the Goods become unavailable, the Contractor shall propose to the Commission, for its approval, a replacement item with equivalent specifications to honor the firm fixed unit price. In the event that an equivalent Good at the fixed unit price cannot be identified, the Contractor shall notify the Commission as soon as possible.
- 14.2** If the market price of the Goods decreases, the Contractor shall enable the Commission to enjoy the benefit, either by proposing a more efficient replacement item or a lower unit price in accordance with the market price for the Commission's approval. If, however, the market price increases, the agreed firm fixed unit price shall be maintained with the agreed configuration/specifications.

#### **15. 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.

#### **16. DELAYS AND EXTENSION OF TIME**

- 16.1** 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 22 below for such reasonable time as the Commission may determine.
- 16.2** Any request for extension of the time for reasons referred to in Clause 16.1 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.

## **17. 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.

## **18. ENTIRE AGREEMENT**

This Contract represents the final agreement in respect of the Goods and/or 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.

## **19. 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:

- (h) this document;
- (ii) the Commission's General Conditions of Contract (Annex A);
- (iii) the Commission's Terms of Reference (Annex B);
- (iv) the Contractor's Proposal (Annex C);
- (v) the relevant FRD.

## **20. 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.

## **21. 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.

## **22. 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 Parties.

## **23. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

Notices, invoices, reports and other documentation under the Contract shall be delivered or sent to the relevant Party at the following address (or such 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](mailto:procurement@ctbto.org)*

For invoices and related enquiries:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6292*

*E-mail [Payments@ctbto.org](mailto:Payments@ctbto.org)*

(b) The Contractor:

*Name:*

*Address:*

*Tel:*

*Email:*

## **24. EFFECTIVENESS**

**24.1** 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;
- (iii) if by fax, when received in legible form;
- (iv) if by electronic communication, when retrievable by the Commission in document form.

**24.2** A communication given under Clause 24.1 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 in Vienna, Austria:

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

## 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 laws and 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. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES**

- (a) The Contractor warrants that:
  - (i) No person or selling agency has been employed or retained by it to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, contingent fee or retainer, except regular employees or bona fide and officially established commercial or selling agencies maintained by the Contractor for the purpose of securing business;
  - (ii) No official or servant or retired employee of the Commission who is not a regular employee of the Contractor, has been or shall be admitted by the Contractor to any direct or indirect benefit arising from the Contract or the award thereof.
- (b) In case of breach by the Contractor of the warranties referred to in previous clauses, the Commission shall have the right to deduct from the Contract Price, or otherwise recover from the Contractor, the full amount of any such commission, percentage, brokerage, contingent fee or retainer so paid.

## **16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

## **17. DEFAULT BY THE CONTRACTOR**

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s), hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default. Upon such notice, the Commission shall have the right to seek completion, at the Contractor's expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

## **18. WITHHOLDING OF PAYMENT**

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
  - (i) The Contractor's failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
  - (ii) The Contractor's failure to remedy unsatisfactory performance, when such failure has been drawn to his attention by the Commission;
  - (iii) The Contractor's failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor's obligation to continue performance of his obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

## 19. LIQUIDATED DAMAGES

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

## 20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either party and which neither party is able to overcome.
- (b) As soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the Commission of such force majeure if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract.
- (c) In this event, the following provisions shall apply:
  - (i) The obligations and responsibilities of the Contractor under the Contract shall be suspended to the extent of its inability to perform them and for as long as such inability continues;
  - (ii) The term of the Contract shall be extended for a period equal to the period of suspension taking, however, into account any special conditions which may cause the time for completion of the obligations to be different from the period of suspension;
  - (iii) If the Contractor is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Commission shall have the right to terminate the Contract on the same terms and conditions as are provided for in the Termination Clause of the Contract, except that the period of notice may be seven (7) days instead of thirty (30) days;
  - (iv) For the purpose of the preceding sub-clause, the Commission may consider the Contractor permanently unable to perform in case of any period of suspension in excess of ninety (90) days. Any such period of ninety (90) days or less shall be deemed temporary inability to perform.

## 21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

## 22. INDEMNIFICATION

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

## 23. AMICABLE SETTLEMENT

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

## 24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 above (Amicable Settlement), any dispute arising out of the interpretation or application of the terms of the Contract or any breach thereof shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

## 25. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed a waiver, express or implied, 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, Clauses 28-35 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.

### 36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

<sup>1</sup> UN Guiding Principles on Business and Human Rights, available at [https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

<sup>2</sup> Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

### 37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
  - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
  - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
  - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
  - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

### 38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

**Fraudulent practice:** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**Corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

**Coercive practice** is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

**Collusive practice** is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

**Unethical practice** is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

**Obstructive practice** is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

### 39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s 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.

#### 40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### 41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

#### 42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

#### 43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
  - (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
  - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
  - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
  - (i) propose immediate remedial actions (including containment);
  - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
  - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
  - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

#### 44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.

## ANNEX B

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

#### PROVISIONAL TECHNICAL SECRETARIAT

### TERMS OF REFERENCE FOR THE PROVISION OF XENON SPIKE SAMPLES ON CALL-OFF BASIS

#### Table of Contents

1. BACKGROUND.....	1
2. WORK TASKS.....	2
3. FORMAL REQUEST FOR DELIVERY (FRD) .....	6

#### 1. BACKGROUND

The Comprehensive Nuclear Test Ban Treaty (CTBT) bans nuclear explosions in all environments. Under the CTBT, a global system of monitoring stations is being established to detect nuclear explosions.

In the network of the International Monitoring System (hereinafter referred to as “IMS”) there will be 80 radionuclide stations which are capable of detecting radioactive debris released into the atmosphere,

and 40 of these will be equipped with Noble Gas monitoring systems. This network of radionuclide stations is supported by laboratories which are also capable of analysing noble gas samples.

The Preparatory Commission for the Comprehensive Nuclear-test-Ban Treaty Organization (hereinafter referred to as “the Commission”) intends to conclude a standing contract (hereinafter referred to as the “Call-Off Contract”) with fixed prices for a period of three years plus two year optional extension with a company (hereinafter referred to as “the Contractor”) for the provision of reference samples spiked with radionuclides (hereinafter referred to as “Xenon Spike Samples”) to be used mainly for the Commission’s QA/QC program for noble gas monitoring systems, and for testing of noble gas monitoring systems at radionuclide stations and laboratories of the IMS monitoring network, amongst others.

The Commission anticipates that under this Call-Off Contract orders may be placed for the Xenon Spike Samples on a “call-off” basis at its own discretion in the form of Formal Request for Delivery (FRD).

The Commission estimates that at least 15 (fifteen) Xenon Spike Samples per year will be required under this Call-Off Contract. The Commission, however, does not guarantee the number of Xenon Spike Samples to be purchased under the Call-Off Contract and shall not be obliged to purchase a maximum or a minimum number of Xenon Spike Samples.

The Xenon Spike Sample(s) shall be produced and ready for shipment within 1 week from the date of the release/receipt of an FRD. Ordered Xenon Spike Samples shall be delivered with the fastest shipment option to the destination stated in an FRD.

## **2. WORK TASKS**

The Contractor shall undertake the following tasks:

- a) Production of Xenon Spike Sample(s) and related documentation as described under Section 2.1.1.
- b) Provision of related documentation as described under 2.1.2.
- c) Delivery of Xenon Spike Samples(s) as described under Section 2.1.3.

### **2.1.1 Provision of Xenon Spike Samples**

The Contractor shall:

- a) Provide Xenon Spike Samples containing one or more of the following radioactive Xenon isotope mixtures:
  - Xe-131m
  - Xe-133
  - Xe-133/Xe-133m



- Xe-133 / Xe-133m / Xe-135
  - Xe-131m / Xe-133 / Xe-133m / Xe-135
  - Xe-127 (optional)
- b) As a minimum, the Contractor shall be able to provide Xe-133 and Xe-131m. The capability to provide the optional radioactive Xenon isotope (Xe-127) will be deemed advantageous. The Contractor shall clearly indicate whether or not he can provide the required and optional isotopes.
- c) In case a Xenon Spike Sample with only Xe-131m and/or Xe-133 is ordered, ensure that the impurities of the radioactive Xenon isotopes not required in the Xenon Spike Samples do not exceed 0.5% of the lowest activity of the ordered radioactive xenon isotopes at the reference date of the data sheet referred to in 2.1.2 (e.g. if the spike sample contains Xe-133 with an activity of 100 Bq, then Xe-131m, Xe-133m, Xe-135, Xe-127 activities in the spike sample shall be  $\leq 0.5$  Bq at reference date).
- d) Isotopic activities shall be provided with an uncertainty better than 7% ( $k=1$ ).
- e) Ensure that the isotopic activities of a Xenon Spike Sample are below exemption limits under existing national and international regulations for safe transport.
- f) Specify in the proposal, the activity range per Xenon Spike Sample that the Contractor can provide for each of the relevant Xenon isotopes. The minimum shall be at most 1 Bq and the maximum at least 300 Bq each for Xe-131m and Xe-133 per Xenon Spike Sample.
- g) Add carrier gas to the Xenon Standards. Carrier gas shall be nitrogen or air. In case it is specifically requested in an FRD, stable Xenon shall be provided as carrier gas. In case, stable Xenon is provided as carrier gas, the information on the volume shall be provided with an uncertainty  $< 7\%$  ( $k=1$ ) The samples shall be delivered at ambient pressure or (preferable) at slight under-pressure (approximately 900 mBar).
- h) Deliver the Xenon Spike Sample in gas-tight vials with a septum for extraction by syringe. The vials shall be provided by the Contractor and shall have a volume between 10 to 20 cm<sup>3</sup>.
- i) Provide an appropriate syringe for extraction of the Xenon spike sample from the vial. The syringe shall have a volume between 10 to 20 cm<sup>3</sup>.
- j) Ship the Xenon Spike Sample/s to the destination/s mentioned under 2.1.3. within the time frame agreed with the Commission.

### 2.1.2 Documentation of Xenon Spike Samples

- a) A Data Sheet shall be provided for each Xenon spike sample and sent by e-mail to the Commission. The Data Sheet shall be provided as .pdf-document, and as Excel sheet in a pre-defined format given by the Commission.

The Data Sheet shall specify

- a reference time in UTC (Universal Time Coordinated)
  - the Xenon isotopes contained in the Xenon Spike Sample
  - Isotopic activities and uncertainties at the reference time. Activity values shall be reported in units of Becquerel, uncertainties in percentage.
  - any known radioactive contaminations or impurities in the Xenon spike sample (including activities and uncertainties, if applicable)
  - Carrier gas (type, volume, pressure) (only pdf)
- b) Further documentation of a Xenon Spike Sample shall also include the basic handling and safety instructions. This documentation shall be shipped together with the Xenon Spike Sample.
- c) All documentation shall be provided in the English language.

### **2.1.3 Shipment and Delivery destinations**

- a) The Contractor shall be responsible for the shipment of Xenon Spike Samples ordered through FRDs, which shall be via door-to-door transport service (DDP, Delivery Duty Paid, Incoterms – latest version, or DAP, delivery at place, with all duties paid, as applicable) in the fastest manner as well as in the most efficient and secure manner.
- b) The Contractor shall be able to ship the Xenon Spike Samples to the Category A destinations within 8 calendar days.
- c) The Contractor shall be able to ship the Xenon Spike Samples to the Category B destinations within 14 calendar days.
- d) The delivery of samples to destinations listed under Category C shall be done in cooperation with the Commission, if requested by the Contractor, if requested by the Contractor. The capability to ship to these destinations will be deemed advantageous.
- e) The exact address and point-of-contact will be provided to the Contractor by the Commission in the respective FRDs.
- f) Xenon Spike Samples described under Section 2.1.1 shall be delivered to the following destinations:

#### Category A:

- CTBTO headquarter, Vienna, Austria

- CTBTO TeST Center, Seibersdorf, Austria
- Melbourne, Australia
- Yellowknife, Canada
- St. John's, N.L., Canada
- Ottawa, Canada
- Bruyères le Châtel, France
- Toulouse, France
- Freiburg, Germany
- Yavne, Israel
- Bologna, Italy
- Roma, Italy
- Takasaki, Japan
- Tokai, Japan
- Christchurch, New Zealand
- Panama City, Panama
- Cape Town, South Africa
- Daejeon, South Korea
- Stockholm, Sweden
- Uppsala, Sweden
- Bern, Switzerland
- Aldermaston, United Kingdom
- Chantilly, United States of America
- Richland, United States of America
- Charlottesville, United States of America
- Ashland, United States of America
- Idaho Falls, United States of America

Category B:

- Buenos Aires, Argentina
- Darwin, Australia
- Bariloche, Argentina
- Rio de Janeiro, Brazil
- Edea, Cameroon
- Hanga Roa, Easter Island, Chile
- Beijing, China
- Guanzhou, China
- Mianyang, Sichuan Province, China
- Addis Ababa, Ethiopia
- Kourou, France
- Réunion, France
- Papeete, Tahiti
- Tehran, Iran
- Nouakchott, Mauritania
- Baja California, Mexico
- Ulaanbaatar, Mongolia
- Chatham Island, New Zealand
- Christchurch, New Zealand

- Agadez, Niger
- Spitzbergen, Norway
- Moscow, Russian Federation
- Norilsk, Russian Federation
- Ussuriysk, Russian Federation
- Petropavlovsk-Kamchatski, Russian Federation
- Dubna, Russian Federation
- Nakorn Pathom, Thailand
- Oahu, United States of America

Category C (optional):

- Kerguelen, France
- BIOT/Diego Garcia, United Kingdom
- Tristan da Cunha, United Kingdom
- Halley, Antarctica, United Kingdom
- Wake Island, United States of America

- Others, to be designated by the Commission

- g) The Contractor shall be fully responsible for and comply with the international regulations for the safe transport of the Xenon Spike Samples as appropriate with regard to the radionuclide content and activities of the Xenon Spike Samples and provide a dispatch notification, including a tracking link, to the recipients and to the Commission (by email) before shipping. The Contractor shall acquire all necessary licences, permissions, end-user statements and any other paperwork where necessary with a view to minimising shipment delays.
- h) On the request of the Contractor, the Commission will instruct the Xenon Spike Samples recipient to provide needed documentation to the Contractor to facilitate the obtaining of export licenses, if required.
- i) If there are import or customs duties to be paid to certain destinations, due to the value of the Xenon Spike Samples or otherwise, the Contractor shall inform the Commission, and after the Commission's approval, (communication via email will be sufficient) pay the duties and invoice the Commission for the actual expenses incurred.
- j) The Contractor shall request from the recipient point-of-contact a confirmation of each delivery and keep a record of the delivery times. This record of receipt shall also be provided to the Commission via email.

### **3. FORMAL REQUEST FOR DELIVERY (FRD)**

a) The task/s mentioned under Section 2 herein will be initiated by the Commission in writing through the issuance of a FRD to the Contractor. The FRD shall be based on one or more of the tasks described under Section 2.

b) Xenon Spike Sample(s) shall be produced and be ready for shipment within 1 week (5 working days) from the date of the receipt of an FRD. The Commission may allow for a longer time between issuance of FRD and spike sample production and shipment, depending on the needs and purpose of the spike sample.

c) The Commission will specify in the FRD:

- i. The number of Xenon Spike Samples or Xenon Spike Samples batches. A “Xenon Spike Sample” is a gas sample in a vial containing one or more radioactive Xenon isotopes. A “Xenon Spike Sample batch” consists of a specified number of Xenon Spike Samples, which shall all have identical characteristics, e.g. activities of isotopes included, carrier gas, gas composition and pressure.
- ii. The number of Xenon Spike Samples per batch. A maximum of 20 Samples per batch will be ordered.
- iii. The relevant Xenon isotopes to be included in the Xenon Spike Sample for each Xenon Standard batch.
- iv. The activities of relevant Xenon isotopes per Xenon Spike Sample at the time of shipment for each batch. The Contractor shall provide Xenon Spike Samples according to these specifications with activities  $\pm 25\%$  of the specified values in the FRD.
- v. Address and contact details of the recipients of Xenon Standards.
- vi. Any additional information deemed relevant for the FRD.

d) Example of a FRD order: Two Xenon Spike Sample batches will be ordered.

- 1<sup>st</sup> batch: 2 Xenon Spike Samples to be delivered to 2 different locations, Xenon Spike Samples shall have the following properties: relevant Xenon isotopes: Xe-133, Xe-133 activity: 100 Bq
- 2<sup>nd</sup> batch: 2 Xenon Spike Samples to be delivered to 2 different locations, Xenon Spike Samples shall have the following properties: relevant Xenon isotopes: Xe-133, Xe-131m, Xe-133 activity: 100 Bq, Xe-131m activity: 105 Bq

e) All communication will be in the English language.