


REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2022-0139 - PART 2/RAHMAN 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 04 Nov 22

Fax:

Email:

Subject: AVAILABILITY AND DEPLOYMENT OF AN AR-37 SYSTEM FOR IN-FIELD OPERATIONS (MODULES A AND B)

Deadline for Submission: 18 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

Solicitation No: 2022-0139 - PART2	Closing Date: 18 Nov 22
Title: AVAILABILITY AND DEPLOYMENT OF AN AR-37 SYSTEM FOR IN-FIELD OPERATIONS (MODULES A AND B)	Vienna Local Time: 17:00

Procurement Staff: Fazal Rahman

CTBTO Req. No.: 0010020529

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 ***AVAILABILITY AND DEPLOYMENT OF AN ARGON-37 (AR-37) SYSTEM FOR IN-FIELD OPERATIONS (MODULES A AND B)*** (hereinafter referred to as the “Services”).

**IMPORTANT NOTE TO BIDDERS:
THIS IS A RE-BIDDING OF MODULES A AND B**

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: Technical Evaluation Criteria and Method
 - Attachment 2: Procedure for submission of electronic bids
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) Bidder’s Statement Form
- (g) The Commission’s Model Contract and its Annexes A – B;
 - o The Commission’s General Conditions of Contract (Annex A)
 - o The Commission’s 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.

- (a) The Proposal shall be submitted electronically in three separate pdf files, one containing a Financial Proposal *with* prices, one containing a Financial Proposal *without* prices, and one containing a Technical Proposal, to procurement@ctbto.org.

The subject of the email shall contain the following:

NAME OF THE PROJECT: [Description indicated in Letter of Invitation]

CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

No pricing/financial information shall be included in the Technical Section of the Proposal. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Proposal.

Submission in hardcopy to the below mailing address, is also acceptable, a memory stick containing the proposal, as described above, shall also be included.

6. Mailing Address and Closing Date

- (a) The Proposal may also be sent by mail to the following addressee:

Chief, Procurement Section
Office E0918
CTBTO, Vienna International Centre
Wagramer Strasse 5
A-1400 Vienna
AUSTRIA

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

7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **7** business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications re RFP No. 2022-0139-PART2/RAHMAN

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

Except in case of responding to a 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.

8. 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.

9. Type of Contract and Payment

The Commission intends to conclude a firm fixed price contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract.

Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as 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.

10. 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.

Bidders may opt to bid for module A (LOT 1), or modules A and B combined (LOT 2), as defined in the Terms of Reference. Bidder shall indicate clearly the LOT for which they bid.

Personnel

The Proposal shall state the contact details and address (name, telephone and fax numbers, and e-mail address) of the person/point of contact in your company dealing with this RFP.

Bidder’s Statement, Statement of Confirmation and Vendor Profile Form

The attached Bidder’s Statement, 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 by providing a section-by-section response to the Terms of Reference describing on how the Bidder will comply with all the requirements.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

The Proposal shall include a list of optional mechanical and electrical tools required to perform troubleshooting, maintenance and repair on the NG System or its applicable module.

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

Commission’s Inputs

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

Time Schedule

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

Qualifications

Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key 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.

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.

Delivery Schedule

Delivery time shall be as per scope and relative timelines for each module as stipulated in section 7 of Annex B “Terms of Reference” Delivery of NG System shall be as per section 6.1.2 “Delivery” of Annex B.

PART II: FINANCIAL PROPOSAL

Bidders may opt to bid for module A (LOT 1), or modules A and B combined (LOT 2), as defined in the Terms of Reference. Bidder shall indicate in both, the Technical and the Financial Proposal, the LOT for which they bid.

In the financial Proposal, Bidders are required to define, at the minimum, the following:

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Contract Price, indicating the price for the following items:
 - (1) The sub-total cost of each category mentioned in the Terms of Reference (TOR).
 - (2) Costs agreed with sub-contractors (if any)
 - (3) Overheads (if any)
 - (4) Any other direct costs (insurance, communications, licenses etc. if not already included elsewhere)

The Commission shall not cover any fees related to customs, trade window fees, shipment/custom brokers. Such costs shall be borne by the Contractor.

- (iii) In presenting the cost for each item, adequate breakdowns, justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.
- (iv) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

- (1) For Austrian companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

- (2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the

Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. 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.

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

11. 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.

12. 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.

13. 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.

14. Evaluation of the Proposal and Award

The evaluation will be conducted and the award will be based on the criteria and method outlined in Attachment 1 "Evaluation Criteria and Method".

15. 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.

16. Modification and Withdrawal of Proposal

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

17. 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.

18. 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.

19. Proprietary Information

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

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

A Bidder must not, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Proposal or the procurement process if the person:

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

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

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

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

For one year period For a period of

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

For a two year period For a period of

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

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

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

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract, the Commission's Terms of Reference, and Draft Contract (if attached), and agreed to all terms and conditions.

Yes **No**

Remarks:

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

Yes No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Attachment 1: Evaluation Criteria and Method
Availability and deployment of an Argon-37 system for in-filed operations (Modules A and B)

SECTION 1: TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criterium
The proposal shall demonstrate that the Contractor has a mobile Ar-37 system (applicable to module A and B)
The proposal shall indicate the Minimum Detectable Concentration MDC, which is required to be 25 mili-Bequerel per cubic meter of air or lower (applicable to both modules)
The proposal shall demonstrate how the mobile system can be transported during the contract period (applicable to module A and B)
The proposal shall demonstrate that the bidder has expertise in measuring Ar-37 (applicable to modules A and B)
The proposal shall demonstrate meeting the rest of the requirements stipulated in Terms of Reference.

SECTION 2. EVALUATION METHODOLOGY AND AWARD

1. Technical Evaluation:

The technical evaluation will be done against the criteria outlined in section 1 above, on a PASS/FAIL basis.

2. Financial and commercial evaluation

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated for their financial acceptability and contractual compliance.

3. Award

The Commission will determine the Proposal, which is the “least costly technically acceptable Proposal”. Acceptance of the Commission’s Model Contract and its Annexes may be considered in the decision of award. The Commission reserves the right to award a contract to its sole discretion, to one or more bidder(s), in any combination per Lot, as a result of this solicitation.

CONTRACT No. XXXX-XXXX

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to
**AVAILABILITY AND DEPLOYMENT OF AN ARGON-37 SYSTEM FOR IN-
FIELD OPERATIONS (MODULES A AND B)**

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

November, 2022

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

“**Annex C**” means the Contractor’s Proposal.

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

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

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

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

“**Services**” means the activities or tasks to be performed by the Contractor under the Contract as requested by the Commission.

“**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.

“**Work**” means all the goods and 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 Goods and Services, namely, AVAILABILITY AND DEPLOYMENT OF AN ARGON-37 SYSTEM FOR IN-FIELD OPERATIONS (MODULES A AND B) (hereinafter referred to as the “Services” or “Work”), for the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

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

4. COMMENCEMENT AND COMPLETION OF THE SERVICES

a) The Contractor shall commence the Services [on the Effective Date](#). The Services shall be completed not later than 31 December 2025.

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

5. STANDARD OF WORK

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

6. RESPONSIBILITIES OF THE CONTRACTOR

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

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

7. WARRANTY

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

8. PERMITS, NOTICES, LAWS AND ORDINANCES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

10. RESPONSIBILITIES OF THE COMMISSION

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

11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract as follows:
 - (i) A firm fixed price of [EURO/US\$] _____ [in numbers and words], for provision of the Work in accordance with Annexes B and C subject to the Commission's review and acceptance.
 - (ii) Subject to Clause 4(b) above, the firm and fixed prices of [EURO/US\$] _____ [in numbers and words], during the first optional extension of the Services for provision of Work in accordance with Annexes B and C subject to the Commission's review and acceptance.
 - (iii) Subject to Clause 4(b) above, the firm and fixed prices of [EURO/US\$] _____ [in numbers and words], during the second optional extension of the Services for provision of Work in accordance with Annexes B and C subject to the Commission's review and acceptance.

hereinafter referred to as the "Contract Price"

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

- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

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

OR

No Taxes are applicable under this Contract.

12. PAYMENT

- (a) The Contract Price shall be paid upon satisfactory completion of each deliverable for the Work and submission of the following:
- i) Invoice drawn up in accordance with this Clause 12;
 - ii) Any other documentation that might be required under the applicable deliverable.
- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice 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 in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

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

- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as

invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

13. TEMPORARY SUSPENSION OF WORK

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

14. DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15. CONTRACTOR'S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

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

17. DISCREPANCIES

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

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

18. SEVERABILITY

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

19. NO WAIVER

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

20. CONTRACT AMENDMENT

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

21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

Chief, Procurement Section

*Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization
(CTBTO)*

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For invoices:

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: Payable_Invoices@ctbto.org

For related enquiries:

Payments@ctbto.org

- (b) The Contractor:

22. EFFECTIVENESS

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax, when received in legible form;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 22 (a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

[Remainder of page intentionally left blank]

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

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

[Name, Position/Title]

Date: _____

Place: _____

For and on behalf of **[CONTRACTOR]:**

[Name, Position/Title]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

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 rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (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

¹ UN Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

² 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

Terms of Reference

TERMS OF REFERENCE FOR AVAILABILITY AND DEPLOYMENT OF AN ABOVE-GROUND AR-37 SYSTEM FOR IN- FIELD OPERATIONS (MODULES A AND B)

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1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty.

The purpose of an On-Site Inspection (OSI) is to clarify whether a nuclear weapon test explosion or any other nuclear explosion has been carried out in violation of Article I (of the CTBT) and to the extent possible, gather any facts which might assist in identifying any possible violator.

The noble gas (NG) argon-37 (Ar-37) is an important indicator of an underground nuclear test and for almost two decades there has been an increased interest in strategies for sampling and developing of detection equipment to determine the Ar-37 presence in atmospheric and subsurface gas in support of CTBT On-Site Inspections.

The Ar-37 processing and measurement capability is intended to be a part of the CTBT OSI NG field laboratory and to be deployed during OSI activities such as technical field tests, OSI laboratory integration and/or benchmarking events, inter-comparisons, OSI directed build-up and integrated exercises and any preparation activities required for these during 2023-2025.

The Commission outlines here the technical Terms of Reference (ToR) which shall be used as the basis for the availability and deployment of an above-ground Ar-37 processing and measurement system to meet the operational conditions of an OSI.

2. SCOPE

The Commission seeks to establish a Contract **until end of 2025** with an option to extend the Contract annually for further two (2) years. These Terms of Reference (hereinafter referred to as “ToR”) form the technical framework for the **availability and deployment of an above-ground Ar-37 processing and measurement system for OSI activities** (hereinafter referred to as “Services”).

The Services consist of the two following modules:

- A. Processing of air and subsurface gas samples to provide pure argon;
- B. Nuclear detection system for Ar-37 measurements on-site in the OSI field laboratory;

2.1. General Scope of the Services

The Contractor shall provide the Services in accordance with these ToR and in the most cost-efficient manner possible. The Contractor shall be responsible for:

- Making available an above-ground Ar-37 processing and measurement system (herein referred to as NG System) for the use during OSI activities.
- Providing expertise, advice and hands-on support when OSI activities are arranged by the Commission.
- If requested, carrying out OSI related sample processing (module A) and/or measurements, data analysis (module B).
- Provide the Services in accordance with the requirements as described in these ToR, in particular, section 6 of these ToR.

2.2. Quality and Workmanship

The equipment shall remain the property of the Contractor. The Contractor shall upkeep the equipment as to maintain compliance with the requirements of these ToR in a way to ensure the highest quality standards at all times as required for the performance of the Services. The Contractor shall be responsible to address and to take corrective actions to eliminate early deterioration and damage of equipment under the warranty clause of the Contract.

Inspections of equipment and work are governed by the general Contract Clauses. If during these inspections, non-compliances with the requirements of the present Contract are revealed, the Commission’s representative shall notify the Contractor of these non-compliances and recommend corrective actions which the Contractor shall address and eliminate in a timely and professional manner. For the explicit processes related to this Contract, please see further information and requirements related to Remedial Actions and reporting in Section 4. *Reporting, Remedial Actions and Publications*.

3. TECHNICAL COORDINATION MEETINGS

1. Technical coordination meetings between the Contractor and the Commission can be held virtually or in person at any location agreed between the Commission and the Contractor.
2. The Contractor shall participate in each technical coordination meeting planned by the Commission.
3. Remedial Actions can be requested by the Commission during a technical coordination meeting, see further details under Section 4. *Reporting, Remedial Actions and Publications* of this ToR.

4. REPORTING, REMEDIAL ACTIONS AND PUBLICATIONS

4.1. Reporting

The Commission reserves the right to ask for Progress or Highlight Reports if deemed necessary.

All communication and reports shall be in the English language. Reports and all other formal communication shall be submitted in electronic format.

The Commission reserves the right to provide comments and request revisions on all Reports as well as to request additional information within four weeks of receipt of any Report or Progress update.

4.2. Remedial Actions and Remedial Actions Report

In the event that the Commission is not satisfied with the Contractor's Services, a request for Remedial Actions will be provided to the Contractor from the Commission, through one of the two following processes:

- i. The relevant topics are listed in the Minutes of Meeting from the technical coordination meeting, together with a description of the Commission's request for Remedial Actions in accordance with the Contractor's commitment under this Contract.
- ii. The relevant topics are communicated in writing from the Commission to the Contractor, together with a description of the Commission's request for Remedial Actions in accordance with the Contractor's commitment under this Contract.

The Contractor shall remedy the defects as per the Commission's request and submit a Remedial Actions Report within two (2) weeks after receiving the request from the Commission.

4.3. Scientific and Technical Publications

This section refers to Clause 14 of the General Conditions of Contract, and in addition the Commission has the following statements and requirements regarding publications of scientific and technical material.

The Commission strongly supports that major scientific and technical milestones of the Contractor's work within the framework of this Contract are published in scientific journals, in order to make technical and scientific advancements available to the scientific community and the public. However, at no point shall the Contractor refer to the Commission and shall strictly follow the instructions stated in Clause 14 (a) in these publications.

Further, the Commission has the following requirements and statements:

1. The Contractor has the right to use all data, scientific/technical research and development results from their own efforts under this Contract for scientific/technical publications, subject to all of the following provisions and obligations.
2. The Contractor shall seek written permission of the Commission prior to releasing the results obtained under the Contract and information from the Reports submitted, whether the results are released in oral or written form. E-mail communication with the Commission's technical Officer as PoC for the Contract is sufficient.
3. The Contractor shall inform the Commission in writing 60 days prior to the estimated publication and/or submission date about any written publication, stating the title, authors and journal. E-mail communication with the Commission's technical Officer as PoC for the Contract is sufficient. In the case of oral presentations, ten (10) working days advance notice is sufficient.
4. All publications shall be submitted in Draft form to the Commission's technical Officer as PoC for the Contract minimum ten (10) working days before submission to a journal/publisher or presented orally in public, in order to coordinate closely with the Commission to avoid misunderstandings and factual errors related to the technical/scientific Work/Services under this Contract. The Contractor shall await any relevant comments from the Commission's technical Officer within 10 working days.

5. OTHER REQUIREMENTS

1. The Commission's technical Officer appointed the Point of Contact (PoC) for this Contract, will closely liaise with the Contractor throughout the period of this Contract.
2. Parts of reports submitted by the Contractor may eventually be compiled and published as information papers by the Commission for consideration of the State Signatories' Experts and Policy Making Organs (PMO) during their meetings and also as other documents and reports of the Commission.
3. Selected reports and deliverables may also be available, on request, to all States Signatories to the CTBT and be displayed on the secure Web pages of the Commission.
4. The Contractor shall assist, through discussions with the Commission's appointed technical Officer, with response to comments that may be received from the Policy Making Organs (PMO) of the Commission as well as assist in defining further development actions related to the CTBT OSI NG programme.

6. SERVICES REQUIREMENTS

The Contractor shall ensure that the following general requirements are met of the Ar-37 processing and measurement system:

6.1. General Technical Requirements

1. The Ar-37 system will be **placed into flight pods of the RNNG field laboratory for OSI** and all technical aspects of such a placement shall be taken into account by the Contractor. Some relevant information related to the flight pods are available in the Appendix of this ToR and a full report with all details will be made available separately. The Contractor shall also assist with the hands-on installation of the Ar-37 system into the Flight Pod, as required.

The Commission will provide the Contractor with all the relevant technical information regarding the Flight Pod design and environmental data such as temperature profiles obtained in the last two years.

2. The Ar-37 system shall be **transportable** and sufficiently ruggedized to manage field conditions in an OSI. This is especially important in the case of maintenance and/or repair in the field. Transportable here means that the Ar-37 system does not have to be immediately operational after arrival and that the assembly of parts is acceptable.
3. The **electrical** design of the Ar-37 system shall minimize power consumption under field conditions. The maximum, as well as the average and median power consumption, shall be specified by the Contractor. The Ar-37 system shall be designed for **230 Vac** 50 Hz in accordance with the overall OSI approach.
4. It is critical that the electrical system is designed so that the electrical grounding is well documented, grounds the entire Ar-37 system and is easily checked, maintained, and connected.
5. The NG System shall have a well-defined interface (types and specifications of gas connections) and specification for **UPS** support. However, the UPS shall not be permanently installed/integrated into the NG System due to shipment constraints on UPS which may require that the UPS is shipped separately or provided on-site.
6. The NG System shall work in environmental conditions of a field laboratory, which includes:
 - a. operating temperatures of 25 ± 5 °C;
 - b. relative humidity of up to 90% at +25 °C in non-compensating conditions;
 - c. coping with extremely dry climates and have ESD (Electrostatic Discharge) protection, also for any components that need such protection during transport or non-operations;
 - d. insensitive to dust from the environment (in extreme situations and climates dust may enter the field laboratory and consequently the system);
 - e. vibration resistant to adequately tolerate air and land transportation (both to the OSI location, as well as in the field). This includes protection for nuclear detection systems.
7. The NG System shall operate in a controlled manner and the functionality shall be verified by calibrations, State of Health monitoring (SoH) and other applicable QA/QC checks.

8. The Contractor shall provide a **QA/QC** (quality assurance / quality check) procedure and associated documentation for the complete NG System. This QA/QC procedure shall employ the Scientific Method, be field-worthy as well as validated. The procedure should for example include:
 - Regular calibrations, QC checks, background measurements and performance checks.
 - Instructions for the logging and interpretation of data from the SoH monitoring system.
 - Operational best practices and daily checks.
9. All software and hardware shall be in English language.

6.1.1. State of Health Monitoring System for Hardware and Software

1. The NG System has software implemented that automatically monitors its State-of-Health.
2. Documentation of the SoH Software shall be a part of the user manual for NG System. The documentation shall, as minimum requirement, contain the following information:
 - a. Comprehensive overview of the SoH Software. Description of all system failures encountered during system operation covered by this mechanism in the last three years.
 - b. List of SoH parameters and a short description of their functionality.
 - c. Information on typical SoH parameter values and recommended range.
 - d. Information on a hierarchical structure of the SoH parameters (if applicable).

6.1.2. Delivery

The details of the delivery of the NG System will be agreed upon/confirmed during the Coordination Meeting(s). The Commission will notify the Contractor of the exact delivery address as well as date for delivery, with adequate advance notice.

The Contractor shall organise all shipments of the Sampling System and all associated equipment and bear all costs associated with customs, trade window fees, shipment/customs brokers.

The Contractor shall make the system modules, according to these ToR, available for, but not limited to, the following types of key events:

- Technical tests of the system and its components, as applicable (usually at the Contractor's premises) and performed by the Commission;
- Technical Demonstrations during Technical Coordination Meetings;
- Technical field tests that includes field deployments;
- Benchmarking / Inter-comparison of OSI NG Laboratory equipment at location determined by the Commission;
- OSI field exercises (e.g. IFE25) and potentially also build-up exercises before these;
- OSI inspector training.

6.1.3. *Spare parts and consumables*

The Contractor shall provide enough consumables and spare parts for the NG System to cover the periods for technical activities, deployments and training as outlined in these ToR. The Contractor shall provide a detailed list of such spare parts and consumables required for the system together with an estimated frequency of their usage as well as estimates and/or plans for regular maintenance of the NG System and all its components or associated equipment.

The Contractor shall provide essential mechanical and electrical tools required to perform troubleshooting, maintenance and repair on the NG System in any field of operation. In advance of any field operation, the Contractor shall provide a detailed list of any other such mechanical and electrical tools that may be required in a specific field, and which are included in the afore-mentioned essential tools. These additional tools may be purchased by the Commission separately and/or ask the Contractor to provide in accordance with the list of optional items listed in the Contractor's Proposal.

6.1.4. *NG System documentation*

The Contractor shall ensure that all documentation as set out in these ToR is sent to the Commission in a timely manner and that all documentation is written in the English language.

Please note that the documents in *7.2 User Manuals* should be written so that they can be shared with others than the closed group of the Commission's NG Experts, i.e. during OSI inspector training, technical field tests, field exercises, demonstrations for State Parties and similar. The very detailed in-depth technical documentation listed in *7.1 System Documentation* is intended for the Commission's NG Experts only and will not be shared outside of the Commission – any such requests will be forwarded from the Commission directly to the Contractor for their decision. The intention with the detailed documentation in *7.1 System Documentation* is for the Commission's NG Experts to successfully operate, maintain and repair the NG System, inter-comparison/benchmarking events and OSI deployments.

6.1.5. *System Documentation*

The Contractor shall provide the Commission with the following NG System documentation:

1. Full technical specifications, including detailed electrical scheme.
2. Environmental criteria for the NG System, and any comments related to this.
3. Details of the SoH sensors, their individual parameters and tolerances, location and how to change, maintain, repair these. This includes listing the preferred values for the SoH sensors for optimal NG System operations.
4. The technical details and individual parts of the gas process. This includes in-detail timing diagrams of the gas process.
5. The technical details and individual parts of the nuclear decay measurement system.
6. Uncertainty budget and how the individual components are calculated.
7. Documentation describing all software for the NG System control, Detector system, SoH, etc.
8. Summary of the results from the most recent system tests made by the Contractor (see also 6.1.1.a).
9. In-detail instructions for troubleshooting, repair and maintenance for the Commission's NG Experts.
10. Any other documentation as per request by the Commission.

6.1.6. *User Manuals*

The Contractor shall provide user manuals for the NG System, including instructions for an operator such as:

1. Principles of functionality

2. System requirements for optimal system performance during routine OSI operations
3. System requirements on daily consumables
4. Daily routine operation
5. All NG System calibrations and associated requirements
6. QA/QC procedures documentation
7. Analysis software and/or details on measurement and SoH data output
8. System software control
9. SoH monitoring (incl. SoH Software)
10. Troubleshooting
11. Maintenance procedures, including preventive maintenance
12. Complete list of consumables and handling of these
13. Spare parts handling
14. All other documentation that the Contractor deems necessary to successfully operate and maintain the NG System, or as requested by the Commission.

6.2. Requirements for module A: Gas Processing

1. The NG System shall include an Ar-37 gas processing line including a gas purification stage in which gas samples are purified to separate argon from all other relevant impurity gases, as defined in INF.1573, identification codes RNAg-1 and RNAg-2.
2. The NG System shall successfully separate and purify both subsoil gas samples of various gas composition (i.e. various levels of H₂O, CO₂ and other impurities) as well as atmospheric air samples, as defined in INF.1573, identification codes RNAg-1 and RNAg-2.
3. The NG System shall use a minimum of consumables, especially cryogenic coolants and other gases.
4. The NG System shall have a throughput of at least 1 sample per 24 hours.
5. The Contractor shall propose a solution on how to handle up to 20 sample measurements while avoiding a back-log of samples coming in from the field.
6. Automated Inlet: The system inlet shall preferably have the capability that several samples can be connected by the operator, who then can leave the system unattended until the series of samples are finished processing and a new set of samples can be connected.
7. The NG System's collection efficiency of argon gas shall be at least 55%.
 1. The NG System shall measure the volume of argon in the sample with an uncertainty of less than 10% with two (2) sigma confidence level at the volume that went into the proportional counter.
 8. The volume measurement data shall be provided in the output data file and depending on the equipment used this data could be provided as text readout or a chromatogram.

9. The NG System shall preferably have a sample archiving solution to store up to 20 samples. This archiving system and associated interfaces shall provide the possibility for samples to be stored long-term (minimum up to 130 days), re-measured in the Ar-37 detection system, or to be sent to off-site laboratories for (re-)measurement.
10. The cross contamination between samples in the NG System, as defined in INF.921, shall not be more than 1%, and preferably considerably less. This is required both for cross contamination between different sample paths through the NG System as well as the NG System memory effect in each path.
11. The Contractor shall provide a full uncertainty budget for the NG System, including for all the separate relevant components. Guidelines are available in Commission's document INF.96.

6.2.1. Sample types

1. The NG System shall have well defined and implemented gas sample inlet interface. The sample inlet interface as well as the entry pumping system shall be able to accommodate for input from various sources:
 - Input of atmospheric air directly connected at the inlet from a tube from outdoors, as defined in INF.1573, identification code RNAG-1.
 - Input from a pressurized bottle, for example scuba bottle with a field sample of either subsoil or atmospheric gas, as defined in INF.1573, identification code RNAG-2.
 - Input from a sample bag (at atmospheric pressure).

The Commission shall share all information related to the OSI NG field sampling equipment used for providing a sample to the NG System. As the field sampling equipment is also being developed, such information will be provided as it is available.

2. The NG System shall have well defined and implemented interfaces (gas connectors) for the output of purified Ar-37 gas into gas cells (proportional counters) as well as archive containers.

6.3. Requirements for module B: Detector system, detector software and data file types

3. The NG System shall measure the nuclear decay by using a suitable nuclear decay measurement system for Ar-37 based on proportional counters, as defined in INF.1573, identification codes RNAg-1 and RNAg-2.
4. The detector(s) to meet the technical specification in these ToR shall be supplied by the Contractor, together with an adequate shielding.
5. Any radioactive sources needed for the QA/QC procedures (e.g. efficiency calibration and check sources) shall be discussed and agreed with the Commission beforehand.
6. The minimum requirement of the NG System MDC for Ar-37 is $< 25 \text{ mBq/m}^3$ for a 0.4 m^3 gas sample processed and counted in 24 h, in relation to a correlated background measurement.
7. The Data Acquisition System shall be with state-of-the-art Digital Electronics.
8. The output data files shall contain all relevant information and be in the IMS 2.0 format in case of an on-site nuclear detection.

For each measured sample, one PHD file with corresponding SoH file shall be provided which documents the performance of the NG System during measurement.

9. A preliminary PHD file shall be provided every 2 h together with the corresponding SoH file.

7. OVERVIEW OF SCOPE AND RELATIVE TIMELINES FOR EACH MODULE

Module	Task/scope	Relative timeline
A	Make module available for deployment, i.e. from home location to CTBTO TeST centre and/or designated test site	Anticipated to be occur for several months per each year or for longer time periods
	Make module available for intercomparison	Sporadically, one or two weeks per year maximum
	Provide spare parts	With the delivery of the module for the entire time period when the Commission will be using the module
	Provide system documentation	at the beginning of the contract and for the duration of the entire contract
B	Make module available for deployment	Anticipated to be occur for several months per each year or for longer time periods
	Make module available for intercomparison	Sporadically, one or two weeks per year maximum
	Measure samples obtained from module A	Start of measurement within 12 hours to 2 days after results of module A, same geospatial location as module A
	Provide spare parts	With the delivery of the module for the entire time period when the Commission will be using the module
	Provide system documentation	at the beginning of the contract and for the duration of the entire contract

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

- a) The firm/organization possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) The firm/organization is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) The firm/organization has fulfilled all its obligations to pay taxes and social security contributions.
- d) The firm/organization has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) The Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) The firm/organization did not/will not attempt to influence any other bidder, organization, partnership or corporation to either submit or not submit a proposal/bid/quotation.
- g) The firm/organization will not, in the absence of a written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation/Bid/ Proposal or the procurement process if the person:
 - a. at any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
 - b. at any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.
- h) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) have been identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to the UN Security Council Resolution 1267 (Consolidated Sanctions List).¹
- i) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) are subject to any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

¹ The Consolidated United Nations Security Council Sanctions List can be found on the following website:
<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

