

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2022-0147/HASAN

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(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Fax:

Email:

Date: 9 Nov 22

[Signature]

Subject: Navigational Marker Buoy Refurbishment, Repair, and Rotation & Near-Shore Cable Inspection for HA03, Juan Fernández, Chile.

Deadline for Submission: 25 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,

[Signature]

Sally Alvarez de Schreiner
Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2022-0147	Closing Date: 05 Dec 22
Title: Navigational Marker Buoy Refurbishment, Repair, and Rotation & Near-Shore Cable Inspection for HA03, Juan Fernández, Chile.	Vienna Local Time: 17:00

Procurement Staff: Manzurul Hasan

CTBTO Req. No.: 0010020614

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

A: We shall submit our proposal

By: _____ (date)	Company Name: _____
	Contact Name: _____
	Email/Tel: _____

B: We may submit and will advise

By: _____ (date)	Company Name: _____
	Contact Name: _____
	Email/Tel: _____

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

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

Company Name: _____
Contact Name: _____
Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

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

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

The Proposal shall meet all requirements stated in the Terms of Reference and the RFP documents and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachments:
 - Attachment 1: Evaluation Criteria and Method
 - Attachment 2: Format for Financial Proposal
 - Attachment 3: Procedure for submission of electronic bids
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) The Commission's Model Contract and its Annexes A – B;
 - o The Commission's General Conditions of Contract (Annex A)
 - o Terms of Reference (Annex B)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

The Proposal shall be received not later than the closing date indicated in the Letter of Invitation.

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than **10 business days prior to the Closing Date**. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail sent to:

E-mail: procurement@ctbto.org

Request: Request for Clarifications re RFP No. **2022-0147/HASAN**

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

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

7. Eligible Goods and Services

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

8. Type of Contract and Payment

The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in **Clause 12** of the attached Model Contract.

Applicable Taxes payable by the Contractor and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the

Contract, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.

“Taxes” means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

NOTE: No pricing information shall be included in the Technical Proposal.
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The Technical Proposal shall include shall include a brief description of how you will perform the Work and your overall plan for the execution of the tasks described in the Terms of Reference. You shall furnish such description by providing a section-by-section response or comments to the tasks described in the Terms of Reference. Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.

The Proposal shall also include:

- (i) **Program of Works:** Present how they will conduct all Work Tasks. This description is to include the personnel and the equipment required as well as weather/seasonal limitations that apply to the conduct of the Work Tasks.
- (ii) **Project Manager:** Identify a Project Manager for the conduct of this program of works and identify how the Project Manager will support the on-island tasks.
- (iii) **Project Control:** Present its approach for Project Control. The Commission’s preferred approach is for the Bidder to issue biweekly written progress reports, these reports being supported by video/phone conferences held as required.
- (iv) **Subcontractors:** Identify any subcontractors that will be used in the delivery of these works. The relevant experience of such subcontractors is to be presented. 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.

(v) **Scheduling:** Provide a Gantt chart showing how the Work Tasks will be delivered.

(vi) **Risks:** Present its assessment of project risks and how these will be mitigated.

(vii) **Quality Assurance:** The Bidder shall state how quality management will be included within the delivery of the schedule of works. The Bidder's Quality Assurance Certification of ISO Standard 9001 or equivalent shall be presented.

Optional Item: In accordance with Section 2.4 of the Terms of Reference. Bidder may opt or not to offer for these optional work tasks. If elected by the Bidder, the Proposal shall include an offer for design, procure, and install a robust, enclosed, weatherproof storage unit suitable for housing the spare buoy, the dissembled mast, and any spare fitments between rotations.

Point of Contact

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

Statement of Confirmation and Vendor Profile Form

The attached Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted as part of the Technical Proposal.

Description of Services

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services, including a section-by-section response to the Terms of Reference with a description of how the requirements will be met, including, at the minimum, information on the following:

Specifications

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

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission's Inputs

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

Qualifications

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

Personnel

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

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

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

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

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

Insurance

Insurance to be included in the Proposal must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage

PART II: FINANCIAL PROPOSAL

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference and submitted in accordance with Attachment 2. If the Bidder has provided a technical officer for the optional work tasks referred to in Section 2.4 of the Terms of Reference, related costs shall be included in the Financial Proposal as found in Attachment 2, section 15 (optional). Bidders may opt or not to quote for this optional task as part of their Proposal.

The Financial Proposal shall provide a proper breakdown, details, justifications and explanations of each of the cost items. Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with less requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for contract award.

The Financial Proposal shall include, but shall not be limited to, the following information by number and in the order shown:

- (i) Indication of the Proposal reference number and date.

- (ii) Firm fixed labor rates, with information on the category and number of staff proposed. This section must further include proposed man-hours/man-day including estimated man-power effort for each of the tasks required under the Terms of Reference. Please do note, that the firm fixed labor rates shall include costs and expenses for the full and proper performance of all obligations under the contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical, insurance and social security contribution, if applicable) for the provision of the services in accordance with the Terms of Reference;
- (iii) A statement that the Bidder has carefully reviewed the attached Model Call-off Contract, Commission's General Conditions of Contract and the Terms of Reference and is in agreement with all terms and conditions. Any requests for deviations from the contractual terms and conditions indicated in the Proposal will be examined for their acceptability. Deviations may, at the sole discretion of the Commission, be subject to negotiation and be a factor in the award decision.
- (iv) Complete details to be used in any resulting contract: legal name of the contracting party, registered address, telephone number, e-mail address and contact information for the purpose of the Call-off Contract, as well as the name and position of the legal representative(s) that would sign the Contract, in case of award.
- (v) Estimated shipping costs for the required tasks of the Terms of Reference; Estimated prices for the door-to-door shipment to each site, based on DAP (delivered at place) or DDP (delivery duty paid), INCOTERMS 2020, which shall include cost for the packing, handling, insurance, shipping, customs clearance, local delivery, wherever applicable. The Commission will reimburse the actual expenditure for the shipment, subject to provision by the Contractor of the proof of the actual expenditure for the shipment together with the invoice.
- (vii) Description of the content, terms, conditions and cost (if any) of all warranties and guaranties.
- (vi) A statement that, the prices quoted are net of any taxes and no taxes are applicable under the Call-off Contract.

Indirect Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. **“Taxes”** means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

For Austrian companies

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

For European Union (EU) Companies

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

For Non-EU Companies

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

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal and award

- (a) Proposals will be evaluated and award decision will be made based on the method and criteria specified in **Attachment I to these Instructions to Bidders**.

- (b) The Commission may split the award of the Contract and award more than one Contract to those Contractors who receive the highest combined score in each individual component of the Work, as applicable, and as specified in this RFP documents.

14. Negotiations of the Proposal

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

15. Modification and Withdrawal of the Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

18. Proprietary Information

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

EVALUATION CRITERIA AND METHOD

A. TECHNICAL EVALUATION

1. Overview

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

The Bidder shall clearly demonstrate that they have all the necessary experience for successfully and safely performing all the Tasks. Such experience should have been gained, preferably, in Chile.

The Bidder is to state their experience in handling logistics and operations in remote locations. The Bidder also is to state their experience in conducting at-sea/diving operations in such locations, and in obtaining relevant permissions to conduct such dives.

The Bidder's Proposal shall include the qualifications and experience of likely team members. Key members of the team shall be proficient in the Spanish language. Any change to key members of the team needs to be authorized by the Commission.

2. Evaluation of Compliance with the requirements

- The maximum score is 100 points for the technical part of the proposal.
- The Proposal must pass all Mandatory Requirements as set out in Table 2a.
- The Proposal must achieve a score equal to or greater than 3/5 (three out of five) for each of the Technical Requirements categories as set out in Table 2b (before the weighting factor is applied).
- Subject to the proposal conformance with the minimum technical requirements as indicated in the preceding paragraph, additional points may be awarded to each of the requirements in Table 2b in accordance to Table 1 below.

Table 1: Basis of scoring

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

Table 2a: Mandatory Requirements

Mandatory Requirements		Pass	Fail
1	A Minimum of Five Years of Experience in Conducting Buoy Refurbishment and Repair Services		
2	A Minimum of Five Years of Experience in Conducting Buoy Deployment/Recovery Services		
3	Experience in Securing Professional Diving Permits on One or More Occasions in the Past 5 Years		
4	A Minimum of Five Years of Experience in Conducting At-Sea/Diving Activities in Remote Locations		
5	A Minimum of Five Years of Experience in Conducting Diver Inspections		
6	Accredited Quality Management System (Preferably ISO Standard)		
7	Successful Project Experience in One or More Spanish-speaking Countries Within the Past 10 years		
Overall Compliance			

Table 2b: Technical Requirements

Technical Requirements		Points (0-5)	Weight (1-3)	Max Score
1	Proposed Project Plan to Conduct Tasks 1-14 and Work Task 15 (Commission's option as per Section 2.4 of the Terms of Reference) - Ref.: RFP Instruction, Part 1 Technical Proposal "Program of Work" point (i)		3	
2	Proposed Project Management and Control for the conduct of Project in accordance with the Terms of Reference		2	
3	Team Composition and Team Members' Experience (incl. sub-contractors) for the conduct of the project in accordance with the Terms of Reference - Ref.: Section 5 (Relevant Experience)		2	
4	Schedule of Works and Reporting (Gantt Chart & Meeting the Scheduling Requirements) - Ref. Section 3 of the Terms of Reference and RFP Instruction, Part 1 Technical Proposal "Scheduling" point (v)		2	
5	Project Risk Identification, Risk Mitigation and Safe Operations – Ref.: Section 4 of the Terms of Reference and RFP Instruction, Part 1 Technical Proposal "Risks" point (vi).		2	
6	Work Experience in Remote Locations and in Chile in accordance with the Terms of Reference - Ref.: Section 5 (Relevant Experience)		3	
7	Buoy Manufacture, Repair, and Refurbishment Experience		3	
8	Experience in Conducting At-Sea/Diving Operations in Remote Locations - Ref.: Section 5 of the Terms of Reference..		2	
9	Experience in Conducting Underwater Inspections (Incl. Underwater Video and Photography Experience) Ref.: Section 5 of the Terms of Reference.		1	
Total Score				100

B. COMMERCIAL EVALUATION

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

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

Legend:

X= score to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= score of the offer being evaluated

C. AWARD

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

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

Attachment 2

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

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference. The Bidder's Financial Proposal shall provide costs for conducting all the Tasks, with sub-totals provided as per the Task Groupings identified in Table 3. Costings are all to be fixed price. No separately identified contingency budget is to be quoted. The fixed price is a firm price including all the Bidder's contingency allowances.

ATTACHMENT 2 - Format for Financial Proposal

Tasks	Task Grouping for <u>Fixed Price</u> Costings
1: Relocate the Spare Buoy to a Covered Area	Costing Group 1
2: Prepare and Inspect the Spare Buoy	
3: Present the <i>Buoy Refurbishment & Repair Schedule</i>	
4: Buoy Refurbishment and Repair	
5: Prepare and Issue the <i>Refurbishment and Repair Works Report</i>	
6: Present the <i>Buoy Rotation Schedule</i>	Costing Group 2
7: Buoy Rotation	
8: Prepare and Issue the <i>Buoy Rotation Works Report</i>	
9: Relocate the Recovered Buoy to a Covered Area	Costing Group 3
10: Post-Rotation Works and Storage	
11: Prepare and Issue the <i>Post-Rotation Works Report</i>	
12: Present the <i>Near-Shore Cable Inspection Schedule</i>	Costing Group 4
13: Diver Inspection of the Near-Shore Cable Segment	
14: Prepare and Issue the <i>Near-Shore Cable Inspection Report</i>	
15: Provision of Storage Space for the Spare Buoy (<i>Optional</i>)	Costing Group 5
TOTAL COST	

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	

PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS IN 2 SEALED FILES

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

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

CRITICAL INFORMATION:

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

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

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

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

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

INSTRUCTIONS:

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

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

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

Creating the archives for submission

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

Attachment 3

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

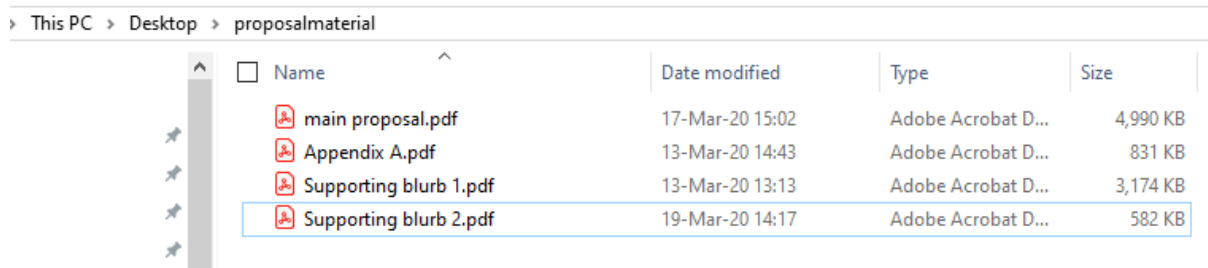


Figure 1 An example set of files to be submitted

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

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

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

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner. **Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial bids.**

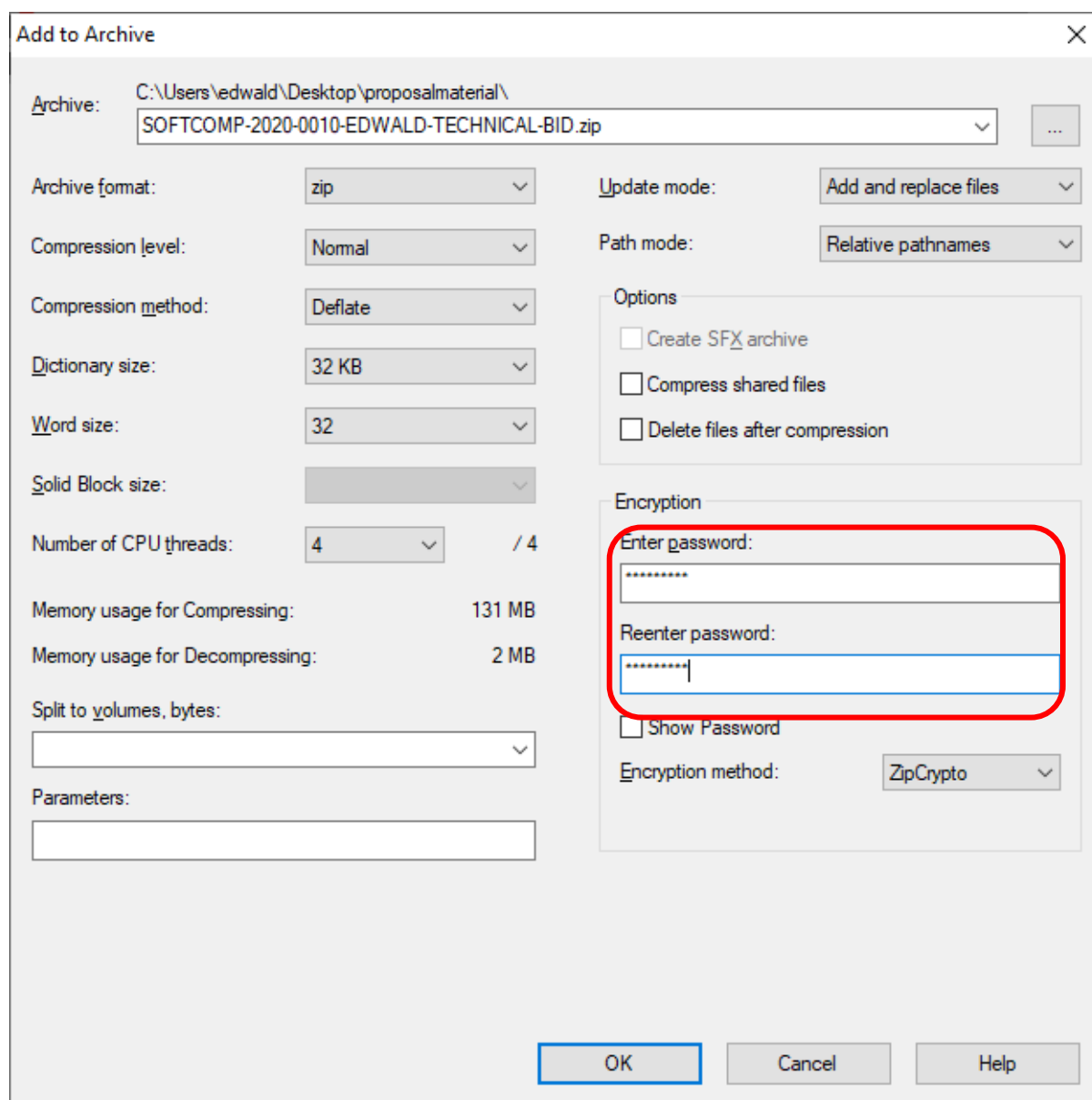


Figure 2 Creating an Archive

Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file hasn’t been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “>” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

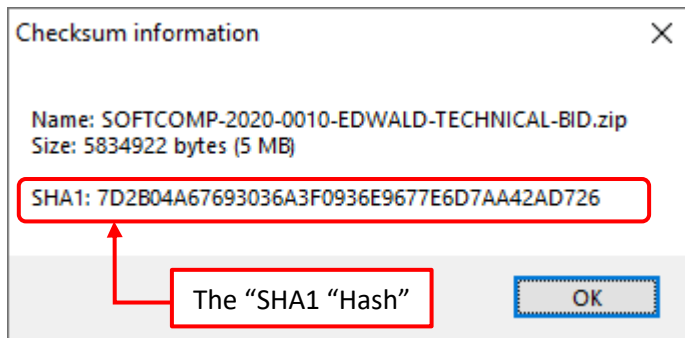


Figure 3 SHA1

If this CRC SHA function is not available by 'right-click' on your Windows version, you can also do this from 'the command line', a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command: `"certutil -hashfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1"` where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 "hash". You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

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

<https://www.lifewire.com/how-to-open-command-prompt-2618089>

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Bid and the Financial Bid archives as attachments. The text of the email should contain the SHA1 information for both archives.
SEND THIS TO: sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Bid" the contents of which must contain the Encryption Key for the Technical Bid (the password you used when creating the Technical Bid). (Again, note the underscore between 'bid' and 'keys'.)

SEND THIS TO: bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Bid to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Bids to the sealed_bids@ctbto.org mailbox. **You shall only send the Encryption Key for the Financial Bid**

Attachment 3

to the Commission if and when informed by the Commission that your Technical Bid had been evaluated as “technically acceptable”.

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

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

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

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

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

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

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

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

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

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

STATEMENT OF CONFIRMATION

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

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



CONTRACT No. 2022-XXXX

between

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

and

NAME OF THE CONTRACTOR

for

the provision of services pertaining to
NAVIGATIONAL MARKER BUOY REFURBISHMENT, REPAIR, AND
ROTATION & NEAR-SHORE CABLE INSPECTION FOR HA03, JUAN
FERNÁNDEZ, CHILE.

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)

[Month, year]

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

“**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, Navigational Marker Buoy Refurbishment, Repair, and Rotation & Near-Shore Cable Inspection for HA03, Juan Fernández, Chile. (hereinafter referred to as the “Services” or “Work”), for the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

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

4. COMMENCEMENT AND COMPLETION OF THE SERVICES

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

.....

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], hereinafter referred to as the “Contract Price” for provision of the Work in accordance with Annexes B and C.
- (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) The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 (e).

OR

No Taxes are applicable under this Contract.

12. PAYMENT

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

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

- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice 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.
- (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 21 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.

Terms of Reference

Navigational Marker Buoy Refurbishment, Repair, and Rotation & Near-Shore Cable Inspection

Hydroacoustic Station HA03, Juan Fernández, Chile

November 2022

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1. Background

1.1 Hydroacoustic Station HA03

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter 'the Commission') re-established the International Monitoring (IMS) System Hydroacoustic Station HA03 in Juan Fernández, Chile, in 2014. The station comprises two bottom-moored hydrophone triplets, positioned approximately 15 km from the shore to the north and south of Isla Robinson Crusoe. Each triplet is connected to the central shore facility through an electro-optical trunk cable; both cables are landed in Cumberland Bay. From the landing point up to circa 1.2 km offshore, the cables are encased in articulate iron split pipe to provide protection from shallow water abrasion and impact.

A no-anchorage zone is marked within Cumberland Bay by a navigational marker buoy to further protect the cables from maritime risks. The buoy, equipped with a spar mast that houses a light beacon, is anchored approximately 180 m from the cable landing point at a depth of circa 35 m.

The Commission requires the continuous deployment of a navigational marker buoy. Therefore, two units were manufactured, allowing for rotation of the buoys between refurbishment/repair and deployment. In 2019, the deployed buoy was recovered, taken ashore, and mooring tackle replacement undertaken. At the same time, the spare buoy was deployed.

The Commission's sustainment plan for IMS station HA03 requires the navigational buoys to be rotated on a biennial cycle in order to prevent excessive degradation by corrosion and external forces. In addition to the next rotation of the buoys, the Commission needs to conduct an inspection of the near-shore segment of the two trunk cables in Cumberland Bay in line with its best practice for cable sustainment.

These Terms of Reference (ToR) describe the requirements for the *Navigational Marker Buoy Refurbishment, Repair, and Rotation & Near-Shore Cable Inspection, Hydroacoustic Station HA03, Juan Fernández, Chile* (hereinafter referred to as the 'Program of Works'). The Program of Works required to deliver the Commission's sustainment plan of the marker buoy and underwater cable at IMS station HA03 up to and including 2023 includes the following items:

- Inspect, refurbish, and repair the navigational marker buoy recovered in 2019,
- Conduct the rotation of the two buoys during the austral summer 2022/2023,
- In addition to the rotation of the buoys and using local resources only, perform a visual hand-over-hand diver inspection of the first 120 m of the split pipe encased trunk cables.

1.2 Navigational Marker Buoys

Two buoys were manufactured in 2011 to a design approved by the Chilean Maritime Authorities. The hull is fabricated from 5 mm thick A36 steel plate; the buoys are cylindrical in shape, 2 m in diameter, and support a 4 m signal mast topped with an 'X' mark (Figure 1). Attached to the mast, a solar-powered yellow light beacon flashes the Morse code letter 'N' over a 9 sec period (on 3, off 1, on 1, off 4 sec). The buoys are painted with a combination of anticorrosive primer, epoxy-based topcoat, and antifoulant, further protected from corrosion by four anodes, and fitted with an all-round fender of electro-fused HDPE 75 mm pipe that is bolted to the structure. All parts of the buoy extending above the waterline are yellow.

The mooring anchor comprises a 2 t weight located at 33.63371°S Latitude, 78.82762°W Longitude (UTM Zone 17H: 701490 Easting, 6276340 Northing) to which the buoy is attached via two lengths of

chain (27.5 m each) of 22 mm thickness. The southern trunk cable passes circa 16 m from the position of the anchor; the anchor is located approximately 180 m from the cable landing point.

Further information on the buoy and its deployment is detailed in Annexes A, B, and C.

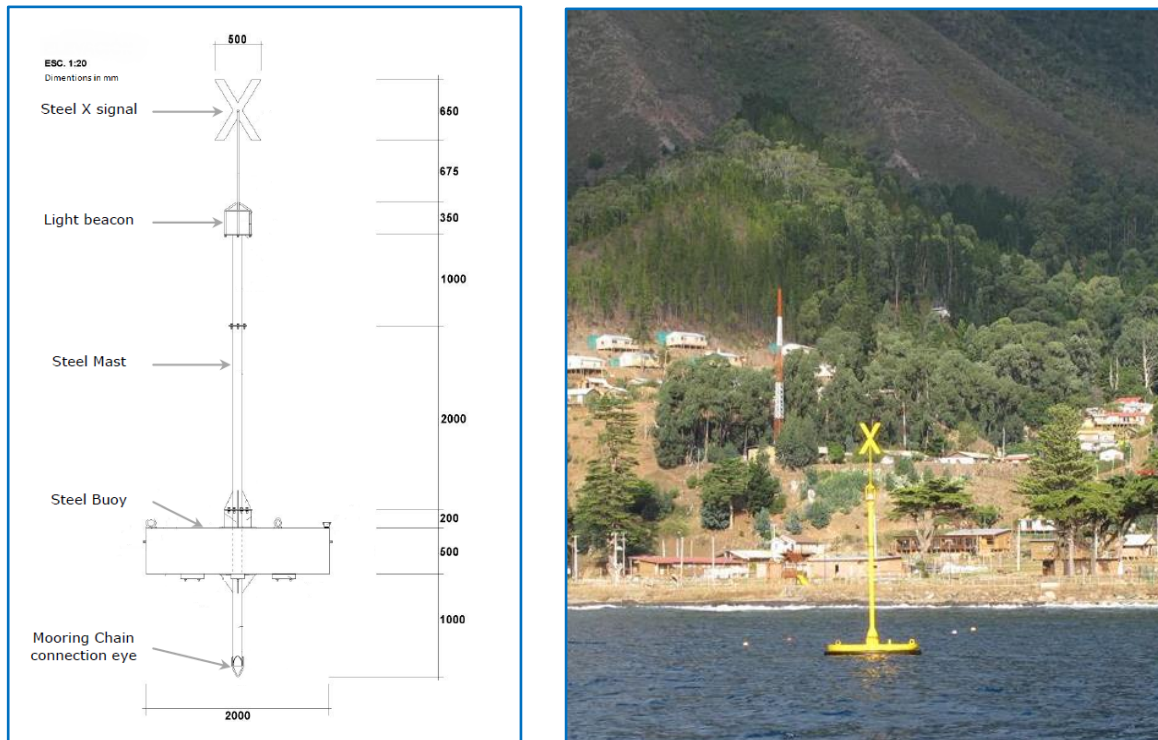


Figure 1: Navigational marker buoy (left) dimensions and (right) at-sea deployment.



Figure 2: Buoy shortly before (left) and after (right) its recovery during the 2019 rotation. Note that the photograph on the right shows the buoy in an upside-down position and before anodes and marine growth were removed; the detached topmast is visible in the background.

2. Program of Works

2.1 Buoy Inspection, Refurbishment, and Repair Works

The Contractor shall conduct a Program of Works to refurbish and repair the navigational marker buoy recovered in early 2019. On recovery, the buoy was encrusted with marine growth (Figure 2). The buoy was transported to the central shore facility which is located adjacent to the island's naval base; the facility can be accessed via an unsurfaced dirt road. Most of the marine growth has been removed (Figure 3) and the buoy is currently stored in the open at the central shore facility. Whilst the buoy is reported to be in a reasonable condition, the mast is considered beyond economic repair and requires replacement.

The Contractor shall ensure that the spare buoy is rotated with the currently deployed one before the end of the austral summer 2022/2023. In preparation for this rotation, the spare buoy is to be inspected, refurbished, and repaired as per the schedule below, these works being conducted in preparation for a 2-year at-sea deployment.

The Contractor shall make their own assessment regarding the condition of the buoy, and the effort and all materials required to conduct the Tasks. All parts and items deemed beyond economic repair – both of the spare and currently at-sea buoy – are to be disposed of in compliance with local regulations once agreed to by the Commission.



Figure 3: The spare buoy (in upside-down position) shortly after its recovery and after cleaning of marine growth, removal of the anodes, and detachment of the mast.

The Contractor shall perform the following Work Tasks:

Work Task 1. Relocate the Spare Buoy to a Covered Area

- Within 14 calendar days of the award of the contract, transfer the spare buoy from the central shore facility to a covered, dry location where it is protected from the elements and where it can remain until the inspection and all refurbishment/repair works are complete. Ideally, the buoy can remain in this location until its upcoming deployment. Within their proposal the Contractor shall identify such a location and how the buoy will be protected (e.g., under a roof, addition of tarpaulin cover, rented container space).

Work Task 2. Prepare and Inspect the Spare Buoy

- i) Buoy Preparation
 - Remove remaining fitments as required.
 - Remove all overgrowth.
 - Remove all areas of paint that are in poor condition and unsuitable for overcoating.
 - Remove corrosion from all metal surfaces.
- ii) Buoy Inspection
 - Conduct an inspection of the spare buoy which, as a minimum, is to include the following items:
 - Inspect the buoy for loss of thickness to plating and identify any areas or parts that require repair or replacement.
 - Inspect the buoy for structural damage (e.g., dents, impact damage) or wear (e.g., at the chain connection eye) that requires repair.
 - Identify all materials and parts required to refurbish and repair the spare buoy, readying it for a 2-year at-sea deployment.
- iii) Post-Inspection Planning
 - **Refurbishment Planning** shall address the following as a minimum:
 - Surface preparation and paintworks: Anticorrosive epoxy-based primer, epoxy-based topcoat, and antifoulant (parts below the waterline) are to be applied; a minimum of two layers each is required.
 - Attachment of new anodes.
 - Replacement of the fender, or damaged sections of the fender, as required.
 - Light beacon replacement and testing.
 - **Repair Planning** shall address the following as a minimum:
 - Manufacture/procurement of the replacement mast.
 - It is to be assumed that the mooring anchor and chain currently in place can be reused, but that the buoy shackle will have to be replaced.
 - Identify any further elements of the buoy that require repair, e.g., through welding, patch repair, etc, or replacement.

Following the acceptance of the Contractor's Plan of Works (Work Task 3), the buoy shall be refurbished and, if necessary, repaired (Work Task 4).

Work Task 3. Present the *Buoy Refurbishment & Repair Schedule*

- Presented prior to the beginning of the works outlined in Work Task 4, the *Buoy Refurbishment & Repair Schedule* shall briefly
 - summarize the outcome of the inspection.
 - be supported by photographs.
 - outline the nature and schedule of all planned works pertaining to the refurbishment and repair of the buoy.
 - confirm that all material, parts, etc required for the conduct of these works have been identified.
- The schedule shall be presented to the Commission within 20 working days of the commencement of Work Task 2.
- The Commission will review and approve the *Buoy Refurbishment & Repair Schedule* as soon as possible. No works are to go ahead before the approval of the schedule by the Commission.

Work Task 4. Buoy Refurbishment and Repair

- The refurbishment and repair works are to be undertaken to the presented plan (see Work Task 3). Upon completion of all works, this step is to include a final test to confirm that the refurbished buoy is watertight.

Work Task 5. Prepare and Issue the *Refurbishment and Repair Works Report*

- The *Refurbishment and Repair Works Report* shall
 - detail the preparation of the buoy and the outcome of the inspection.
 - describe the refurbishment and repair works conducted.
 - include an itemized list of all materials and parts procured or manufactured to ready the buoy for its upcoming deployment.
 - be supported by photographs.
 - identify any issues encountered and 'lessons learned'.
 - report on the buoy's likely remaining useful lifetime beyond the upcoming deployment.
- The report shall be issued within 20 working days of the completion of Work Task 4.
- Upon its receipt, the Commission will review the report within approximately 10 working days.
- The Contractor shall then issue a revised and final report within 10 working days from receiving the Commission's review comments.

The Commission's acceptance of the *Refurbishment and Repair Works Report* will complete the works pertaining to Work Tasks 1-5.

2.2 Buoy Rotation

Work Task 6. Present the *Buoy Rotation Schedule*

- Presented prior to the beginning of the works outlined in Work Task 7, the *Buoy Rotation Schedule* shall briefly

- summarize the schedule of all planned works pertaining to the rotation of the two navigational marker buoys.
 - confirm that all personnel (e.g., divers, workers) and equipment (e.g., forklift/backhoe, support vessel, diving gear, etc) relevant to the conduct of the works are available as scheduled.
 - confirm that all permits, permissions, and authorizations relevant to the conduct of the works have been obtained.
- The schedule shall be presented at least 5 working days prior to the commencement of the works.
 - The Commission will approve the schedule as soon as possible. No works are to go ahead before the approval of the *Buoy Rotation Schedule* by the Commission.

Work Task 7. Buoy Rotation

- Recover the at-sea buoy and deploy the refurbished buoy. The recovered buoy is to be taken ashore for post-rotation inspection (see Work Task 9 ff.).
- As part of the diving operations, confirm the distance between the mooring anchor and the two trunk cables installed in 2014.
- Up to the maximum permissible depth for the proposed diving operations, inspect the mooring chain for signs of wear and structural damage.

The conduct of Work Task 7 shall be comprehensively photographed and videoed. The photo and video footage are to be provided to the Commission.

Work Task 8. Prepare and Issue the *Buoy Rotation Works Report*

- As a minimum, the *Buoy Rotation Works Report* shall
 - detail all works and outcomes pertaining to the recovery of the at-sea buoy and the deployment of the refurbished buoy.
 - be supported by photographs and video footage, in particular of all at-sea and underwater (diver) operations.
 - address any issues that arose during the works ('lessons learned') and make recommendations regarding future buoy rotations, their conduct, and scheduling.
- The report shall be issued within 20 working days of the completion of the buoy rotation works (Work Task 7).
- Upon its receipt, the Commission will review the report within approximately 10 working days.
- The Contractor shall then issue a revised and final report within 10 working days from receiving the Commission's review comments.

The Commission's acceptance of the *Buoy Rotation Works Report* will complete the works pertaining to Work Tasks 6-8.

Work Task 9. Relocate the Recovered Buoy to a Covered Area

- As soon as possible upon conclusion of the rotation works, transfer the recovered buoy to a covered, dry location where it is protected from the elements and where it can remain until the post-rotation inspection is complete. Within their proposal the Contractor is to identify such a location and how the buoy will be protected (e.g., under a roof, addition of tarpaulin cover).

Work Task 10. Post-Rotation Works and Storage of the Recovered Buoy

- i) Buoy Preparation
 - Remove all fitments (mast, chain, anodes, etc) as required for inspection/storage.
 - Remove all marine growth.
 - Remove all areas of paint that are in poor condition.
 - Remove corrosion from all metal surfaces.
- ii) Post-Rotation Inspection
 - Conduct an inspection of the recovered buoy which, as a minimum, is to include the following items:
 - Inspect the buoy for loss of thickness to plating and identify any areas or parts that require repair or replacement.
 - Inspect the buoy for structural damage (e.g., dents, holes) or wear (e.g., at the chain connection eye) that requires repair.
 - Identify all materials and parts required to prepare the buoy for storage, as well as to refurbish and repair the recovered buoy prior to its next at-sea deployment.

The Contractor shall state *how* – and, if not at the central shore facility, *where* – the buoy and its fitments will be stored in between rotations, i.e., for a period of approx. two years. The Contractor may opt to provide a long-term storage solution as part of Work Task 15 (see Sec. 2.4 Option).

- iii) Storage
 - Ready the buoy for a ~2-year storage period (e.g., addition of UV-treated polytarp wrapping, (re-)application of protective coating, etc).
 - Upon completion of the inspection and all required preparatory works, transfer the recovered buoy to storage.
- iv) Disposal of Items
 - Dispose of all items deemed to be beyond economic repair in full compliance with local regulations, including the mast of the currently spare buoy.

Work Task 11. Prepare and Issue the *Post-Rotation Works Report*

- As a minimum, the *Post-Rotation Works Report* shall
 - detail the preparation of the buoy and all inspection results.
 - describe the storage solution.
 - be supported by photographs.
 - identify any elements of the buoy that require repair or replacement, and
 - specify all refurbishment works that will be required to reinstate the now-stored buoy before its next deployment.
 - report on the buoy's likely remaining useful lifetime.

- The report shall be issued within 20 working days of the commencement of Work Task 10.
- The Commission will review the report within approximately 10 working days.
- The Contractor shall then issue a revised and final report within 10 working days from receiving the Commission's review comments.

The Commission's acceptance of the *Post-Rotation Works Report* will complete the works pertaining to Work Tasks 9-11.

2.3 Near-Shore Cable Inspection

Using on-island resources, a near-shore diver inspection of the two trunk cables shall be carried out by the Contractor. The cables in the dive area are encased in articulate split pipe and were laid down within a few meters from each other during the station re-installation in 2014. The inspection is to report on the state of the split pipe protection as well as any anomaly encountered along the near-shore cable segment.

The Contractor shall ensure that the dive team has access to basic diving gear and accessories, e.g., underwater (video-)cameras, measuring tape, airlift bags, etc.

Further information on the split pipe encased trunk cables is detailed in Annex D.

Work Task 12. Present the *Near-Shore Cable Inspection Schedule*

- Presented prior to the beginning of the works outlined in Work Task 13, the *Near-Shore Cable Inspection Schedule* shall briefly
 - summarize the schedule of all planned works pertaining to the inspection of the near-shore cable segment.
 - confirm that all personnel (e.g., divers) and equipment (e.g., support vessel, diving gear, etc) relevant to the conduct of the works are available as scheduled.
 - confirm that all permits, permissions, and authorizations relevant to the conduct of the works have been obtained.
- The schedule shall be presented at least 5 working days prior to the commencement of the works.
- The Commission will review and approve the *Near-Shore Cable Inspection Schedule* as soon as possible. No works are to go ahead before the approval of the schedule by the Commission.

Work Task 13. Diver Inspection of the Near-Shore Cable Segment

- From the cable landing point, perform a visual hand-over-hand inspection of the two underwater trunk cables up to 120 m offshore *or* until the cables reach the maximum depth permitted by local regulations for the proposed diving operations.
- Take note of any anomaly along the inspected cable route, such as
 - extensively corroded, damaged, or missing sections of the split pipe casing.
 - cable sections free-spanning from the seafloor.

- cable sections passing over larger rocks or rocky outcrops.
- cable sections crossing post-tsunami debris, including other cables.

The conduct of Work Task 14 shall be comprehensively photographed and videoed. In particular, the state of the trunk cables is to be documented. The photo and video footage shall be provided to the Commission.

Work Task 14. Prepare and Issue the *Near-Shore Cable Inspection Report*

- As a minimum, the *Near-Shore Cable Inspection Report* shall
 - summarize all onshore and offshore works carried out as part of the near-shore diver inspection.
 - extensively describe the state of the split pipe casing along both cable routes.
 - provide an itemized, comprehensive list of all anomalies and their locations along the inspected cable segments.
 - be extensively supported by photographs and video footage that document the state of the split pipe casing and any anomaly encountered.
 - address any issues that arose during the works ('lessons learned'), and make recommendations regarding future HA03 cable inspections, their conduct, and scheduling.
- The report shall be issued within 20 working days of the completion of Work Task 13.
- The Commission will review the report within approximately 10 working days of its receipt.
- The Contractor shall then issue a revised and final report within 10 working days from receiving the Commission's review comments.

The Commission's acceptance of the *Near-Shore Cable Inspection Report* will complete the works pertaining to Work Tasks 12-14.

2.4 Option

Work Task 15. Provision of Storage Space for the Spare Buoy

- If part of the Contractor's Proposal and if requested by the Commission, the Contractor shall design, procure, and install a robust, enclosed, weatherproof storage unit suitable for housing the spare buoy, the dissembled mast, and any spare fitments between rotations.
- If part of the Contractor's Proposal and if requested by the Commission, the Contractor shall provide the type and location of the storage unit, which, for example, may be within the perimeter of the central shore facility, as well as any permitting requirements.

3. Schedule of Works & Reporting

Within their Proposal the Contractor is to provide a Gantt chart showing when the Tasks will be delivered. Work Task 1 shall be conducted within 14 calendar days upon the award of the contract.

The Contractor shall ensure that all Work Tasks are completed by the end of the Austral Summer season 2022/2023.

The Commission understands that the Contractor may elect to combine one or more of the Work Tasks, and that certain Work Tasks may overlap or be carried out together over a short period of time. In consultation with *and* after approval by the Commission, the Contractor may, therefore, combine two or all reporting items referenced in Work Tasks 5, 8, and 11, provided that all required information is contained in the separate report(s).

The *Near-Shore Cable Inspection Report* (Work Task 14) is to be submitted separately.

4. Approval, Permits, Permissions, and Safe Operations

It is a requirement that the Contractor shall be responsible for compliance with all relevant regulations and for the safe conduct of all Work Tasks. The Contractor is also responsible for ensuring that all necessary permits, permissions, licenses, authorizations, consents, and approvals are in place prior to the conduct of the works. The Contractor shall be responsible for risk management and ensuring safe operations.

5. Relevant Experience

The Contractor, including relevant personnel assigned to the Work Tasks and subcontractor(s), if any, shall:

- have relevant experience conducting underwater inspections (incl. underwater video and photography) and all other experience required for the scope of the Work under these Terms of Reference. Experience in Chile would be preferred.
- have experience in handling logistics and operations in remote locations.
- have experience in conducting at-sea/diving operations in remote locations, and in obtaining relevant permissions.
- be proficient in the Spanish language.

Any change to key personnel assigned to the Work Tasks, in particular members of the project team, must be authorized by the Commission in accordance with the Contract provisions.

Annex A: Navigational Marker Buoy



Chain anchorage post



Fender attachment

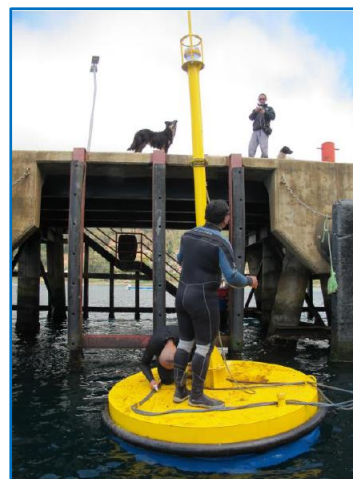


Attachment of mooring chain



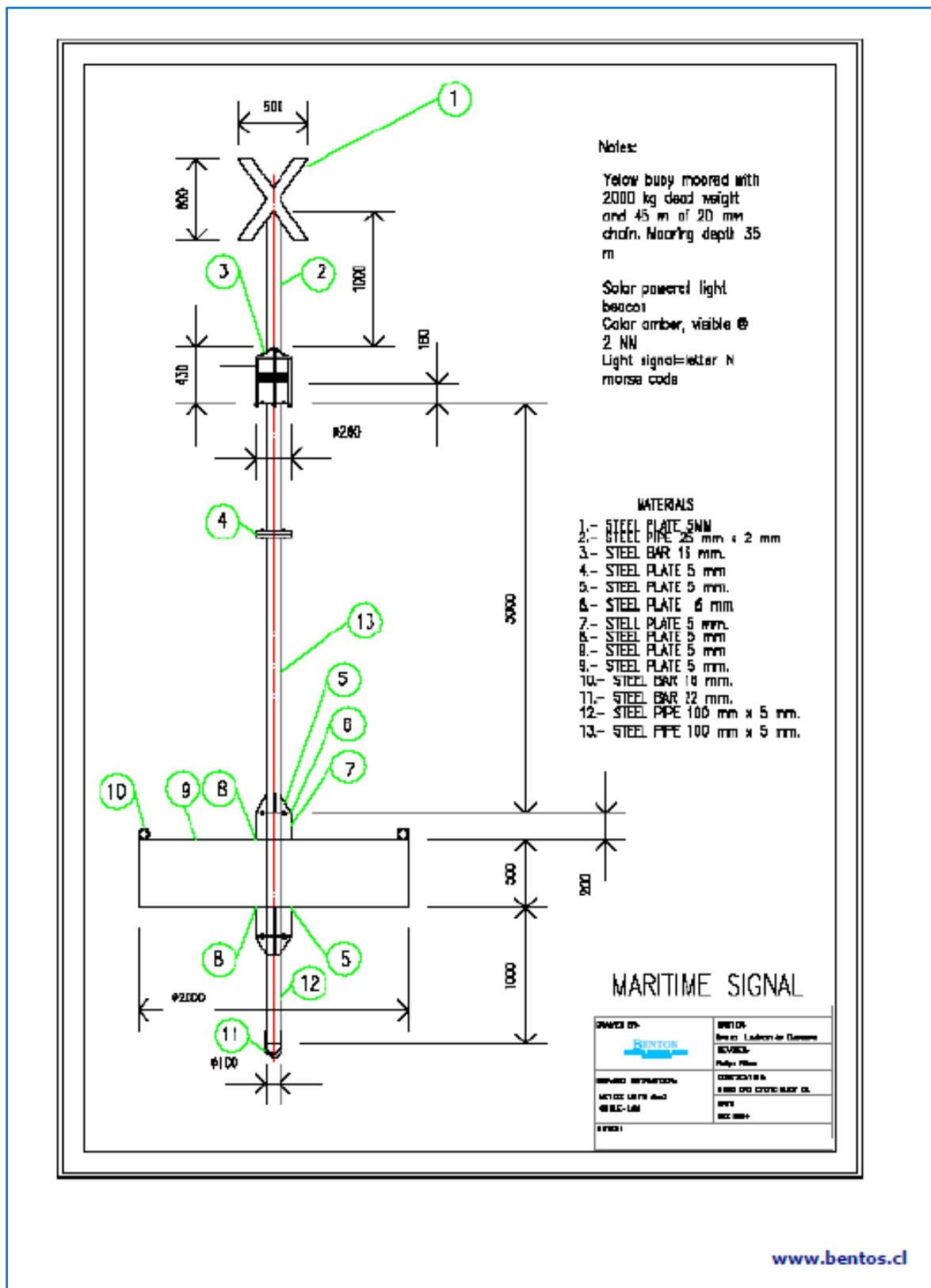
Top section of mast and light fitting

Annex B: Deployment of the Buoy



Deployment of the buoy in Cumberland Bay

Annex C: Design Details of the Navigational Marker Buoy



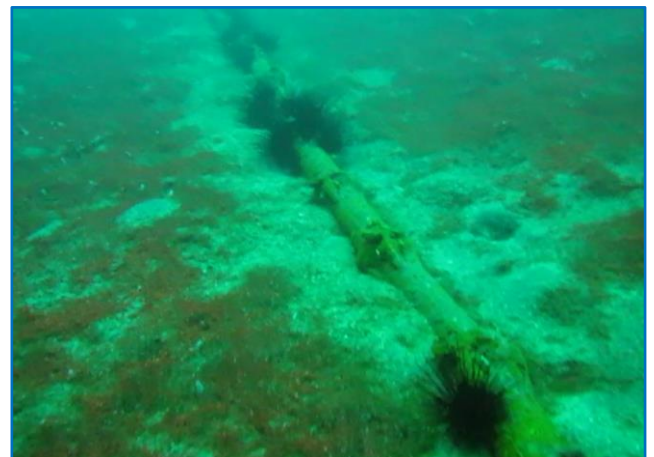
Annex D: Split Pipe Protection

PS076/475/09	
Specifications	
Segment Length - Overall	535mm
Effective Installed Length/segment pair	475mm
Minimum Internal Diameter	76mm - for cables up to 66mm diameter
Maximum External Diameter	168mm
Wall Thickness	9mm
Material	Ductile Iron to ISO 1083
Tensile Strength / Elongation	400MPa / 15% elongation
Impact Resistance	12m Drop test or 26kg
Minimum Bend Diameter	4.0m
Weight per Segment	11.1kg
Weight per installed metre (air)	23.3kg
Weight per installed metre (water)	20.4kg

Protectorshell PS076/475/09 Specifications – Near-shore split pipe protection



(a)



(b)

Cable encased in articulated split pipe: (a) Photographed close to the shoreline shortly after the installation, (b) Near the location of the cathode (circa 35 m deep and 200 m offshore), photographed about one year after the installation.