

REQUEST FOR PROPOSAL

To: ALL BIDDERS

Dagný
CTBTO Ref. No.: 2023-0153/THORVALDSDOTTIR
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Fax:

Email:

Date: 31 Oct 23

Subject: Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI

Deadline for Submission: 17 Nov 23

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 acknowledgment form by email as soon as possible.

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

Yours Sincerely,



Nodira Alimjanova
OIC, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2023-0153	Closing Date: 17 Nov 23
Title: Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI	Vienna Local Time: 17:00

Procurement Staff: Thorvaldsdottir

CTBTO Req. No.: 0010022634

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 services as described in the Terms of Reference, namely *Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI* (hereinafter referred to as the “Services” and/or the “Work”).

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

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachments:
 - Attachment 1: Mandatory Table of Contents and Format for the Technical Proposal
 - Attachment 2: Evaluation Criteria and Method
 - Attachment 3: Format of Financial Proposal
- (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 The Commission’s Terms of Reference (Annex B)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation,

erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

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

The subject of the email shall contain the following:

NAME OF THE PROJECT: Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI
CTBTO REFERENCE No.: 2023-0153/THORVALDSDOTTIR

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

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

The Bid shall be received by the above-mentioned addressee 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

Subject: Request for Clarifications re RFP No. 2023-0153/THORVALDSDOTTIR

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 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 which the Services are provided.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed unit prices Contract based on the attached Model Contract. The Commission's terms and conditions of payment for Services are described in Clause 12 of the attached Model Contract.

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

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

I. **Technical Proposal;** and

II. **Financial Proposal;**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

Point of Contact

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

Documents Establishing the Eligibility and Qualifications of the Bidder

The bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:

- (a) That the Bidder has the financial, technical, and production capability necessary to perform the Contract.

Eligible Goods and Services

The Services 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 which the Services are supplied.

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

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

Description of Services

An explanation of the bidder's understanding of the Services to be provided and an overall preliminary operational plan for the execution of the Services.

The total amount of person-days/work-hours proposed for the project as part of the "turn-key solution" (on-site as well as off-site) and their respective estimated allocation to different work-phases shall be specified clearly in the proposal. In any case it shall be the sole responsibility of

the Contractor to fulfil and complete the scope of work as specified in these Terms of Reference regardless of the actual number of person-days dedicated to a specific task.

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.

Time Schedule

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

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.

Qualifications

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

Personnel

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

Sub-Contractors

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

Model Contract

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

Delivery Schedule

Delivery time shall be indicated in weeks after receipt of an order and shall be firm during the validity of the Proposal.

PART II: FINANCIAL PROPOSAL

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Contract Price, indicating the price for the following items:
 - (1) The sub-total cost of each category mentioned in the Terms of Reference (TOR).
 - (2) Costs agreed with sub-contractors (if any)

- (3) Overheads (if any)
- (4) Any other direct costs (insurance, communications, licenses etc. if not already included elsewhere)
- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.
- (iv) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

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

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

- (vii) 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) The Commission will conduct a technical evaluation based on the criteria and method specified in Attachment 2. Compliance with the minimum requirements outlined in the Terms of Reference is necessary in order to pass the technical evaluation. If the Proposal fails to meet the minimum technical requirements for any one criterion, the entire Proposal will not be considered further.
- (b) Only the Financial Proposals of those bidders that meet or exceed the minimum technical requirements of all items will be opened and evaluated for their commercial acceptability and to determine the financial score for each responsive bidder. The Commission will evaluate the following:
 - (i) Contractual compliance;
 - (ii) Financial acceptability.
- (c) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents in accordance with the method specified in Attachment 2.
- (d) The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations. The weight of the technical and financial components is 60% and 40% respectively, subject to contractual acceptability.

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.

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.

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Attachment 1

RFP No. 2023-0153/THORVALDSDOTTIR

Development of Software Tools for the Noble Gas Data Interpretation in the Working Area During an OSI

Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference (TOR) and Instructions for Preparation and Submission of Proposals (RFP Instructions), as appropriate, for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Technical Proposal - Mandatory Table of Contents and Format

Item	Minimum content
1. Executive Summary	<ul style="list-style-type: none">• Provide an overview of proposal
2. Experience, Resources and Project Management	
2.1 Corporate Profile and Values	<ul style="list-style-type: none">• Background of company, ownership, size, location, profile.• Discuss and show the relationship of any sub-contractors.
2.2 Corporate Experience	<ul style="list-style-type: none">• Experience in managing and executing work of similar scope and complexity. Please provide a description of past projects of similar scope and complexity.
2.3 Project Management Team and Staffing	<ul style="list-style-type: none">• Provide management structure and key personnel of the project.
2.4 Availability of resources	<ul style="list-style-type: none">• Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of:<ul style="list-style-type: none">– key personnel;– equipment/software to be used.
2.5 Quality Management Plan	<ul style="list-style-type: none">• Provide a Quality Management Plan that describes how quality of services will be maintained throughout the Contract period in accordance with the Terms of Reference.• Include QA certifications and applicable references, if applicable.
3. Meeting the Requirements	
3.1 Understanding of the project	<ul style="list-style-type: none">• The bidder's response should demonstrate a good understanding of the project as described in the Terms of Reference and describe in detail how the required tasks/services will be accomplished.• The bidder's response should describe in detail the expected inputs/resources to be made available by the Commission.
4. Attachments (as set out in the Instructions for the Preparation of Proposals)	
	<ul style="list-style-type: none">• Statement of Confirmation• Vendor Profile Form• Statement regarding Model Contract and its Annexes

Requirements of the Technical Proposal

TOR Ref.	Requirements	Bidder's Response		Indicate section in your proposal
		"Yes" "	"No" "	
Section 3.1	State of Health Data from the Field Laboratory and listed criteria	<input type="checkbox"/>	<input type="checkbox"/>	
Section 3.2	Automatically generated plots	<input type="checkbox"/>	<input type="checkbox"/>	
Section 3.3	General requirements for data visualization and interpretation	<input type="checkbox"/>	<input type="checkbox"/>	
Section 3.4	Automatically generated statistical analysis	<input type="checkbox"/>	<input type="checkbox"/>	
Section 3.5	Confidence levels of noble gas activity concentrations	<input type="checkbox"/>	<input type="checkbox"/>	

TOR Ref.	Other Requirements	Bidder's Response		Indicate section in your proposal
		"Yes"	"No"	
Section 5	The Contractor has demonstrated the ability to work with subject matter experts in fields related to OSI inspection techniques	<input type="checkbox"/>	<input type="checkbox"/>	
Section 5	The Contractor has at least three (3) years' experience in working in development software tools	<input type="checkbox"/>	<input type="checkbox"/>	
Section 5	The Contractor has professional knowledge of the English language	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6	Key personnel - A university degree in a field related to software development.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6	Key personnel - A minimum of 3 (three) years' experience working in development software tools	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6	Key personnel - Professional knowledge of the English language	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.1	Minimum three (3) years' knowledge of creating graphical plots and using statistical analysis.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.1	Minimum three (3) years' knowledge of using python.	<input type="checkbox"/>	<input type="checkbox"/>	

Section 6.2	An advanced university degree in field related to software development	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.2	The key personnel have at least three (3) years' experience in using python.	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.2	The key personnel have at least five (5) years' experience in creating graphical plots and using statistical analysis	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.2	The key personnel have a university degree related to software development	<input type="checkbox"/>	<input type="checkbox"/>	
Section 6.2	<p>Knowledge of IDC pipeline and respective software tools (i.e. knowledge of iNSPIRE and file structure of radionuclide reports ARR and RRR) is an asset.</p> <p>Experience in visualization and interpretation of field data such as meteorological data is considered an asset.</p> <p>Experience with noble gas data (in particular creating flags pertaining to the samples, MIRC plot) is considered an asset</p>	<input type="checkbox"/>	<input type="checkbox"/>	
Section 10	Warranty period - Terms and conditions of a two (2) years' warranty, post-warranty support and bug fixes should be available and clearly specified	<input type="checkbox"/>	<input type="checkbox"/>	

Attachment 2

Evaluation Criteria and Method

Development of Software Tools for the Noble Gas Data Interpretation in the Working Area During an OSI

ToR ref.	1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
2.1	The software tools shall be compatible with the Commission's current hardware	PASS/FAIL
5	The Bidder shall have at least three (3) years' experience in working in development software tools	PASS/FAIL
5	The Bidder shall have demonstrated the ability to work with subject matter experts in fields related to OSI inspection techniques	PASS/FAIL
6	Designated key personnel have an advanced university degree in field related to software development	PASS/FAIL
6	Designated key personnel have a minimum of 3 (three) years' experience working in development software tools	PASS/FAIL
6.2	Designated key personnel have at least 5 (five) years' knowledge in creating graphical plots and using statistical analysis	PASS/FAIL
6.2	Designated key personnel have at least 3 (three) years' experience in using python	PASS/FAIL
10	Warranty of two (2) years, post-warranty support and bug fixes available.	PASS/FAIL

Only bidders who pass all above criteria will be considered for the point system evaluation (2nd stage)

2. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD		Points		
Quality of the Proposal		Max Points	Factor	Weighted score
2.1	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	10	2	20
2.2	Demonstrated understanding of the scope of work and the responsibilities of the Bidder.	10	1	10
Subtotal		20		30
Required and desirable experience of the Bidder's key personnel		Max Points	Factor	Weighted score
6	Professional knowledge of English	5	1	5
6.2	Experience with OSI, OSI data types and OSI chain-of-custody (knowledge of GIMO will increase chance of success and decrease time required for implementation) is considered an asset.	5	2	10
6.2	Knowledge of IDC pipeline and respective software tools is a considerable asset (e.g. knowledge of INSPIRE and file structures of radionuclide reports ARR and RRR)	5	2	10
6.2	Experience in visualization and interpretation of field data (such as meteorological data) is an asset	5	1	5
6.2	Experience with noble gas data (especially important for creating flags that the sample looks ok, MIRC plots)	5	2	10
Subtotal		25		40
TOTAL - Technical Evaluation		45		70

The minimum acceptable total points: 21
 The maximum number of weighted score is: 70

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) **Stage 1:** Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis.

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process;

2) **Stage 2:** The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain a score of at least 21 points and in accordance with the scoring table indicated below:

TABLE 2

Points	Scoring
0	Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	non-satisfactory - very basic technical, functional, or performance related.
3	Good - Meets the criterion in most areas but is lacking details and responsiveness in some areas of the criterion.
4	Very good - Meets the criterion to minimum acceptable levels in all areas.
5	excellent - Meets the criterion to minimum acceptable levels in all areas and exceeds it in some areas.

2. Financial and commercial evaluation

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

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

Legend:

X= points to be assigned to the offer being evaluated
 Y= price of the lowest priced, technically compliant offer
 Z= price of the offer being evaluated

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations. The weight of the technical and financial components is 60% and 40% respectively, subject to contractual acceptability

ATTACHMENT 3

Format of Financial Proposal

Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI

Description

2.1 GRV data processing and visualization software			
1 SOH Data from the field laboratory <i>Kindly indicated the proposed staff position / category</i>	Daily Rate in ____ (EUR or USD kindly specify)	No. of Working days	Total _____(currency)
Staff 1			
Staff 2			
Staff 3			
Other costs as applicable			
TOTAL PRICE 1			
2 Automatically generated plots			
2 Automatically generated plots <i>Kindly indicated the proposed staff position / category</i>	Daily Rate in ____ (EUR or USD kindly specify)	No. of Working days	Total _____(currency)
Staff 1			
Staff 2			
Staff 3			
Other costs as applicable			
TOTAL PRICE 2			
3 Automatically generated statistical analysis			
3 Automatically generated statistical analysis <i>Kindly indicated the proposed staff position / category</i>	Daily Rate in ____ (EUR or USD kindly specify)	No. of Working days	Total _____(currency)
Staff 1			
Staff 2			
Staff 3			
Other costs as applicable			
TOTAL PRICE 3			
4 Confidence levels of noble gas activity concentrations			
4 Confidence levels of noble gas activity concentrations <i>Kindly indicated the proposed staff position / category</i>	Daily Rate in ____ (EUR or USD kindly specify)	No. of Working days	Total _____(currency)
Staff 1			
Staff 2			
Staff 3			
Other costs as applicable			
TOTAL PRICE 4			
Travel (fixed cost)			
Travel (fixed cost) <i>Kindly indicated the proposed staff position / category</i>	Daily Rate in ____ (EUR or USD kindly specify)	No. of persons	Total _____(currency)
Kick-off meeting at the Commission's premises in Seibersdorf, Austria			
Acceptance Testing at the Commission's premises in the TeST Centre, Seibersdorf, Austria			
FIXED COST FOR TRAVEL			
Other applicable costs (if any)			
TOTAL CONTRACT PRICE			

NOTES:

The price table may be modified as appropriate

Prices shall be quoted in EUR or USD only.

All prices shall be net i.e. excluding any applicable taxes

Provide the cost of a return travel per person to Seibersdorf (Austria). Travel costs shall be based on the following rules:

- International/regional travel by air: simple economy return airfare for the most direct route between the place of establishment of the Contractor and the premises of the Commission in Seibersdorf, Austria.
- International travel by other means than air travel: the most direct route between the place of establishment of the Contractor and the premises of the Commission in Seibersdorf, Austria.

CONTRACT No. 2023-XXXX

(SAP No. 44xxxxx)

between

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

and

NAME OF THE CONTRACTOR

for

the provision of services pertaining to
**DEVELOPMENT OF SOFTWARE TOOLS FOR THE NOBLE GAS DATA
INTERPRETATION IN THE WORKING AREA DURING AN OSI**

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)

October 2023

*Contract No. 2023-xxxx
October 2023*

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CONTRACT NO. 2023-XXXX

This CONTRACT is entered into between the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and _____ (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, Development of Software Tools for the Noble Gas Data Interpretation in the Working Area during an OSI (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 the Effective Date. The Services shall be completed not later than three (3) months from the Effective Date.

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.
- (c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code described in Annex B and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 23 of this Contract or in writing under a separate agreement.

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 C and D.
- (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 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.

- 23.** The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of doing the Work under the Contract. The use of the source code is only for the duration of the Contract and for the Work required under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by 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:**

Ms. Sally Alvarez de Schreiner, Chief, Procurement Services Section

Date: _____

Place: _____

For and on behalf of **CONTRACTOR:**

Name, Position/Title

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

General Conditions of Contract

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

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

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

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

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

17. DEFAULT BY THE CONTRACTOR

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

18. WITHHOLDING OF PAYMENT

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

19. LIQUIDATED DAMAGES

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

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

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

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

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

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, Clauses 28-35 shall apply in addition to the above.

28. WARRANTY

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Contractor has granted a longer period. Should the Commission transfer the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title-holder.
- (c) If, during the warranty period mentioned in sub-clause (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

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

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

EQUIPMENT FOR
THE PREPARATORY COMMISSION FOR THE
COMPREHENSIVE NUCLEAR-TEST-BAN
TREATY ORGANIZATION.
[point of delivery]

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
 - ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
 - ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
 - (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

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

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

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

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

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

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

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

38. PROSCRIBED PRACTICES

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

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

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

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

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

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

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

39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be

protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

40. MINES

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

41. TERRORISM

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

42. FULL DISCLOSURE

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

43. DATA PROTECTION

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

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

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

44. ESSENTIAL TERMS

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

ANNEX B

Terms of Reference

Development of software tools for the noble gas data interpretation in the Working Area during an OSI

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty (CTBT). It provides timely data, assessments and other products and services to the Signatory States of the Treaty. More information can be found on the Commission’s website: www.ctbto.org.

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

The evolution of an OSI depends upon implementing the Inspection Team Functionality (ITF) concept, with questions being posed and answered through the application of permitted inspection techniques.

During an OSI, inspectors are permitted to perform a range of activities and techniques, including OSI relevant noble gases. These activities include “environmental sampling” in the field and “environmental samples analysis” conducted in an on-site laboratory. Relevant data collected from both the field and laboratory will be subject to data interpretation by the OSI inspectors in the Working Area (WA) during an OSI. Currently, no software tools exist to facilitate the noble gas data interpretation in the WA.

The Commission outlines here the Terms of Reference (ToR) that the Contractor shall use as a basis for the “Development of software tools for the noble gas data interpretation in the Working Area during an OSI” (hereinafter referred to as the ‘Services’).

These ToR define the framework of all related activities to be performed during the Services and contain all requirements for the activities which shall be carried out by the Contractor in the most cost-effective manner possible.

The Contractor must inform the Commission of the appropriate and current points of contact. If these points of contact change during any phase of the Services, the Contractor must inform the Commission immediately in writing.

In this respect, these Terms of Reference define the technical framework of related activities expected from the Contractor.

2. HARDWARE AND SOFTWARE REQUIREMENTS

2.1 Hardware constraints:

Data interpretation will occur on Zero Client hardware. Streamlined with all other OSI techniques, noble gas data will not be stored locally, and the software tools available to the inspector(s) performing the data interpretation shall be available to all inspectors with noble gas technique access credentials. The software tools shall be compatible with the Commission's current hardware.

2.2 Preferred software type

Noble Gas data interpretation partly relies on data plotting and visualization. Automated plotting of several graphs is preferred. A graphical user interface (GUI) shall be developed which allows the users to access the available data.

Whenever possible, software with BSD license is preferred.

2.3 Data types for interpretation in the WA:

Data types in the Working Area:

1. Metadata from the field
2. Field Laboratory reports
3. State of Health data from the field laboratory
4. Chain-of-custody data

All four data types shall be included in the development of software tools, and respective tasks are listed below.

3. SCOPE AND TASKS

3.1 SOH data from the field laboratory

Field laboratory reports are generated automatically, and the reports are available in the WA. In addition to these reports, some State-of-Health SOH information will be helpful for the interpretation of data. The SOH data of interest is mentioned here, followed by tasks on making that information available.

3.1.1 Xenon systems:

- Xenon volume (both quantification and re-quantification)
- Chromatogram shape
- Sample and QC 2D spectra should look ok (The 2D spectrum is not allowed in the WA, but SOH is.)

3.1.2 Argon systems:

- Argon volume
- Spectrum identifier
- Background counts in a dedicated ROI
- Energy calibration

Tasks:

- All criteria mentioned in 3.1.1 and 3.1.2 should become concisely defined for a pass/fail criterium in the software.
- Flag to say that the sample looks ok.
- That SOH information shall be integrated into the reviewed radionuclide report (RRR) as a comment section.

3.2 Automatically generated plots

A list of plots that should automatically be generated has been identified and is given below. Comments for the development of software tools are provided in brackets. Square brackets show text that should be provided with the plot and is meant as simple instruction for inspectors in the WA.

3.2.1 Subsurface:

- CO₂ vs. time (in the same plot as radon vs. time)
[decreasing trend may indicate air infiltration during sampling]
- Radon vs. time (in the same plot as CO₂ vs. time)
[decreasing trend may indicate air infiltration during sampling]
- Oxygen vs time
[SOH parameter only, should be in parallel to CO₂]
- Barometric pressure vs. time
[an increasing pressure over time supports air infiltration into the subsurface]
- Ar vs time [shaded area = expected natural background based on Fritz et al. 2017, doi.org/10.1016/j.jenvrad.2017.10.005]

Xe vs time

[shaded area {0 – 10 mBq/m³ Xe-133} = expected natural background based on typical uranium contents]

- Ar activity concentration vs. Xe activity concentration (only relevant for Ar and Xe collected from the same site)
[if these correlate and in the absence of air infiltration, there may be a common source of origin. The deviation of a linear correlation may indicate an anomaly from the natural background and may require further investigation. Depth shall be coded in three categories < 2 m, 2 – 4 m, > 4 m]
- MIRC plots with precalculated model values for different scenarios
- 3-isotope plot with precalculated model values for different scenarios

3.2.2 Water samples:

- (ratio gas flow / flow water) vs time
[gas extraction yield vs time. Sudden or drastic changes over time may indicate a leak and/or clogged water filter]
- Temperature vs time (same plot as flow ratio vs time) (graph includes a shaded area depicting the expected natural background)
- Ar vs time/sampling site

Tasks:

- Provide automatically generated plots for the above listed parameters.
- Provide guidance in the form of provided text in square brackets to respective plots

3.3 General requirements for data visualization and interpretation**Tasks:**

- Implement the model on expected Ar-37 natural background (doi doi.org/10.1016/j.jenvrad.2017.10.005, see also Automatically generated plots above)
- Measured vs modelled Argon concentration incl. selectable sigma for measured concentration (note: model does not include partitioning into other phases)
- Allow multiple samples/sites in the same plot (any plot)
- Include a Windrose plot for meteo data
- Allow multiple days (from multiple files) in the same plot
- General plotting functionality: lin/log, scaling, exclude outliers
- Provide a basic library set of fitting curves
- Decay correction tool: Calculate the activity of isotope X (OSI relevant) at time Y.
- Export graph function, plus editing functionality (like powerpoint style, to add arrows and text bubbles, etc.)
- Categorize/flag graphs as suspicious (see also Confidence levels of noble gas activity concentrations).
- List of samples in tabulated form (sample type, collection time, SZ, marked as suspicious), clickable to get more information (report/meta data from field tablet).
- Provide/implement different “tabs” for subsurface gas and water samples. Note that tabs for subsurface gas will have different plots than water samples
- Display sampling sites at GNSS locations as part of general GIMO functionality in WA
- Provide selectors for: single hole | multiple holes site | tarps

3.4 Automatically generated statistical analyses

- Correlation between barometric pressure and radon
- Correlation between CO₂ and radon

Task:

- Provide automatically generated statistical analysis for the above listed parameters.

3.5 Confidence levels of noble gas activity concentrations

As part of the data interpretation assigning confidence levels to noble gas activity concentrations is intended. For argon a simplified decision tree has been created. No joint interpretation including xenon or any meta data from the field has been included so far.

Tasks:

- Incorporate the decision tree for argon activity concentrations into the software tool for data interpretation.
- Potentially include decision trees for combined xenon/argon plus field metadata if these should become available during the contract period and allow its incorporation at a later time in all other cases.

4. GENERAL CONSIDERATIONS

The Services and/or Work under this Contract shall be carried out by experts who have the required detailed knowledge and experience to successfully carry out software development.

The Contractor shall apply high quality workmanship for the required Services and/or Work and ensure that they follow the best engineering practices, are carried out according to the Scientific Method and are within the framework of a Quality Assurance/Quality Control (QA/QC) programme.

The Contractor shall ensure that the software tools will:

- Be robust, intuitive and user-friendly;
- Where possible, call directly to libraries and functionalities available in Commission owned software or to Open Source libraries.

When developing the tools, the Contractor shall ensure that:

- Close cooperation between the Commission and the Contractor is established. Specifically, in the first month after the commencement date, regular communication with the focal point appointed by the Commission is necessary;
- Welcome changing requirements in all stages of development, even in late phases;
- A communication channel is always guaranteed;
- Agile software development framework is employed;
- The software is expandable, to enable further tools to be added at a later date as necessary;
- In-person or online support is provided during installation and during the Acceptance Test.

5. REQUIREMENTS FOR THE CONTRACTOR

- The Contractor shall have at least three (3) years' experience in working in development software tools.
- The Contractor shall have demonstrated the ability to work with subject matter experts in fields related to OSI inspection techniques.
- Professional knowledge of the English language

6. REQUIREMENTS FOR THE CONTRACTOR'S KEY PERSONNEL

The Contractor's personnel working on the project shall collectively possess the following qualifications:

1. A university degree in a field related to software development.
2. A minimum of 3 (three) years' experience working in development software tools
3. Professional knowledge of the English language

The Contractor shall propose names and CVs and sufficient information to justify the competence of the designated experts/key personnel.

6.1 Required technical knowledge

The Contractors designated key personnel shall possess:

- Minimum three (3) years' knowledge of creating graphical plots and using statistical analysis.
- Minimum three (3) years' knowledge of using python.

6.2 Required and desirable experience

- An advanced university degree in field related to software development.
- At least three (3) years' experience in using python.
- Experience with OSI, OSI data types and OSI chain-of-custody is desirable. Knowledge of GIMO is considered an asset.
- Knowledge of IDC pipeline and respective software tools (i.e. knowledge of iNSPIRE and file structure of radionuclide reports ARR and RRR) is an asset.
- Experience in visualization and interpretation of field data such as meteorological data is considered an asset.
- Experience with noble gas data (in particular creating flags pertaining to the samples, MIRC plot) is considered an asset.

7. DELIVERABLE

Software code, together with installation instructions, to perform the tasks described in Section 3.

8. ACCEPTANCE TESTING

The deliverable shall be subject to Acceptance Testing by at least one staff member of the Commission. The Acceptance Testing shall take place at the CTBTO TeST Centre. Acceptance Testing will assess the operation of the deliverable based on the criteria set in the Terms of Reference.

The Contractor may attend the Acceptance Testing in person provided that one (1) week prior notice is provided to the Commission.

The Commission shall inform the Contractor by email within two weeks of receipt of the deliverable if a tool does not conform to the Terms of Reference, upon which the Contactor shall have one (1) month to remedy the issue(s).

9. INTELLECTUAL PROPERTY

The source code delivered for the deliverable shall belong to the Commission.

10. WARRANTY PERIOD

Terms and conditions of a two (2) years' warranty, post-warranty support and bug fixes should be available and clearly specified.

11. TIME FRAME

- A project kick-off meeting shall be held at the premises of the Commission within one (1) week of the Contract being signed by the Contractor;
- Prototypes for the deliverable shall be delivered to the Commission four (4) weeks prior to the delivery time. The Commission shall review and comment on the prototype – based on the Terms of Reference – within one (1) week of receipt;
- The deliverables shall be submitted to the Commission three (3) months after the Contract is signed by the Contractor;
- The Commission shall perform an Acceptance Test of each delivered product within one (1) week of receipt of a deliverable.

Annex 1

List of meta data received from the field to be displayed and interpreted in the WA

- Meteo station
 - Date and time, dd.mm.yyyy hh:mm:ss
 - Air temperature, C
 - Relative humidity, %
 - Dew temperature, C
 - Air pressure, hPa
 - Wind speed, m/s
 - Wind direction, deg
 - Precipitation, mm
 - Latitude, deg
 - Longitude, deg
 - Elevation, m
- Subsurface gas sampling
 - Date and time, yyyy/mm/dd hh:mm:ss
 - Latitude, deg
 - Longitude, deg
 - CO₂, %
 - CH₄, %
 - O₂, %
 - H₂S, ppm
 - Rad7 high voltage level, Volt
 - Radon concentration, Bq/m³
 - Radon conc. Uncertainty, Bq/m³
 - Pressure of sampling lines 1 – 5, mbar
 - Air flow, lines 1 – 5, L/min
 - Air volume, lines 1 – 5, m³
 - Total air volume (sum 1 – 5), m³
 - Wind direction, deg
 - Wind speed, m/s
 - Air temperature, degC
 - Relative air humidity, %
 - Atmospheric pressure, mbar
 - Total precipitation, mm
 - Power voltage, Volt
 - Power consumption, A
 - Soil moisture (in development), %
- Degassing system
 - Date and time, yyyy/mm/dd hh:mm:ss
 - Water inlet pressure, mbar
 - Water flow, L/min
 - Water temperature, degC
 - Atmospheric pressure, mbar
 - Gas pressure in the gas extraction membrane, mbar

- Gas flow, m³/h
- Accumulated water volume, m³
- Accumulated gas volume, m³
- Atmospheric air sampler
 - Date and time, dd.mm.yyyy hh:mm
 - Wind direction, deg
 - Wind speed, m/s
 - Atmospheric pressure, mbar
 - Relative humidity, %
 - Air temperature, degC
 - Dew point, degC
 - Total precipitation, mm
 - Precipitation intensity, mm/h
 - Latitude
 - Longitude
 - Supply voltage, V

Annex 2

List of data received from the lab to be displayed and interpreted in the WA

- Xenon processing and measurement system
 - Xe-133m
 - Xe-133, activity concentration and uncertainty
 - Xe-131m
 - Xe-135
 - Radon
 - Stable xenon volume
- Argon processing and measurement system
 - Ar-37 activity concentration
 - Stable argon volume