



TO: All Bidders

DATE: 04 August 2025

FROM: Nodira Alimdjanova
OIC, Procurement Services Section

REF.: RFP 2025-0091/RICKARD *lay*

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EMAIL: procurement@ctbto.org

SUBJECT: **1st Extension of Deadline and Clarifications No. 1 including revised documentation**
RFP 2025-0091/RICKARD - Design and rework of two modules in the Geospatial Management system for OSI (GIMO)

Dear Bidders,

In reference to request for proposal (RFP) No. 2025-0091/RICKARD concerning “Design and rework of two modules in the Geospatial Management system for OSI (GIMO)”:

- Please find attached the **Clarifications No. 1** to questions raised by interested bidders.
- The **Terms of Reference** and **The Commission’s Model Contract** documents part of the RFP are hereby replaced with the attached amended version of these documents (*Rev. 31 July 2025*) (revisions in tracked changes and highlighted in yellow for ease of reference).
- **The deadline for the submission of proposal is hereby extended from Thursday 07 August 2025 to Thursday 14 August 2025, 17:00 hours, Vienna (Austria) local time.**

Please take all of the above and attached documentation into account in the preparation and submission of your proposal.

We are looking forward to receiving your proposal prior to the extended deadline for the submission of proposal on 14 August 2025, 17:00 hours, Vienna (Austria) local time.

Sincerely,

Nodira Alimdjanova
OIC, Procurement Services Section

Attachments:

1. *Questions and Answers – Clarifications No. 1*
2. *Terms of References – Rev. 31 July 2025*
3. *The Commission’s Model Contract – Rev. 31 July 2025*

Clarification No. 1 - questions and answers - 2025-0091/RICKARD: Design and rework of two modules in the Geospatial Management system for OSI (GIMO)

Clarification No. 1

Item#	Bidders' Question	Answer
1	<p>Please clarify the following tender requirement: The Proposal shall be submitted electronically in three separate pdf files, one containing a Financial Proposal with prices, one containing a Financial Proposal without prices. What does "Financial proposal without prices" mean? What information should be included in this document? Is there a template for such a document?</p>	<p>There is no template for this document. The requirement means that Bidders are required to submit their Financial Proposal in duplicate – one document showing all the items being quoted along with respective pricing information ("Financial proposal with prices"); and the second document shall omit the pricing information ("Financial proposal without prices"). This is to allow the Commission's technical staff to review the specific items being quoted (the "Financial proposal without prices" document), without visibility into the associated costs.</p>
2	<p>Would it be possible to get an extension on the deadline? Due to the vacation season, it will be difficult for us hand in our proposal until 7 August.</p>	<p>An extension has been provided. See the Cover Letter to this document.</p>
3	<p>Clause 12 of the model contract ("contract price"), subclauses a.i specifies a "firm fixed price" for "firm work". How does this align with the two-phased approach outlined in Annex B (Terms of Reference)? How does it align with the request for Scrum practices, as outlined in Annex B.6, which anticipate and allow for changes of scope and priorities on the go?</p>	<p>The firm work refers to "Phase 1 Scoping study and prototyping" as described in Section 3 of the Terms of Reference. Phase 2 is optional.</p>
4	<p>Clause 12 of the model contract ("contract price"), subclauses a.i and a.ii refer to Annex D, which is not specified as part of the contract. What is meant by Annex D?</p>	<p>Reference to Annex D is not correct, and will be corrected. Reference should be made to Annexes B and C, where "Annex B" means the Commission's Terms of Reference, and "Annex C" means the Contractor's Proposal as defined in the Contract. Refer to the highlighted text in the Contract document for the changes, in response to this clarification question.</p>

Clarification No. 1 - questions and answers - 2025-0091/RICKARD: Design and rework of two modules in the Geospatial Management system for OSI (GIMO)

5	In the ToR, Requirement 5.1.5 on page 7 states that: "The Contractor shall propose at least three (3) staff who, together, meet the requirements in the Team Roster as described in Section 5.2;" however, Section 5.2 Programming Staff - Team Roster on page 8 states that "The programming staff shall not exceed three (3) in number and collectively shall satisfy the following requirements." Both statements refer to Section 5.2's requirements but appear to be contradictory: Are we limited to three programming staff, or can we propose at least three programming staff?	<p>The ToR has been updated.</p> <p>Refer to the text highlighted in the ToR document for the changes, in response to this clarification question.</p>
6	Figure 1 (Workflow for Phase 1) shows calendar days for Phase 1, but the expected level of effort is not clear from the solicitation. Is there an estimated range for the Phase 1 level of effort?	The expected work effort for Phase 1 is no more than 10 person days.
7	For the Programming Staff requirements, there is a request for at least two (2) years of professional experience in multiple technologies that are probably not required for the development of the new modules. Are the two (2) years of experience desired or must-have?	The requirements set out in section 5.2 of the ToR are considered must-haves. Given the interlinkages between GIMO modules, developers shall have experience of relevant GIMO technologies.

ANNEX B

Terms of Reference

Design and rework of two modules in the Geospatial Management system for OSI (GIMO)

1 BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty. More information can be found under 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 Commission is seeking a Contractor to design and rework two (2) modules in the Geospatial Management system for OSI (GIMO). The Commission outlines here the Terms of Reference (ToR) that the Contractor shall use as a basis for the design and rework of the ‘multi-day’ concept and the introduction of a generic data processing mission for passive seismological monitoring (PSM) in GIMO (hereinafter referred to as the ‘Services’).

2 SCOPE

The Contract shall be divided into two (2) phases, with Phase 2 being optional and activated at the sole discretion of the Commission.

- Phase 1: Scoping study and prototyping for the introduction of:
 - The multi-day concept for OSI field missions; and
 - A generic data processing mission for PSM.
- Phase 2: Implementation of the software development tasks identified in Phase 1.

Phase 1 shall involve focussed discussions between Commission staff and the Contractor to elaborate the criteria described in Section 3.1 of this Terms of Reference (ToR).

3 TASKS AND DELIVERABLES

3.1 Phase 1 Scoping study and prototyping

3.1.1 Task A ‘multi-day’ concept

The Contractor shall design a reworked workflow for the acquisition of data over multiple mission parts, referred to as ‘multi-day’ missions, with the aim of standardising workflows across all techniques and associated methods.

This shall involve the reworking of:

- The download of data from the receiving area (RA) to the GIMO field application;

- General information recorded on the GIMO field application for technique-specific modules;
- Technique-specific GIMO field application forms;
- The review and classification module on the GIMO field application; and
- The display of records in the working area (WA) to reflect the adoption of the ‘multi-day’ concept.

The design phase shall adhere to the following criteria:

a) Metadata (as part of technique-specific forms)

- Metadata (technique-specific forms) for bundles started during previous mission parts, by default, shall be returned onto the GIMO field application for subsequent mission parts when the mission is included in a daily plan;
- Metadata acquired during previous mission parts shall be viewable but not editable, with the ability to add new metadata (forms) for the current mission part in the same bundle;
- Entries for previous mission parts and entries for the current mission part shall be clearly distinguishable; and
- Only new entries shall be subject to review and classification.

b) General information on the GIMO field application (for all techniques other than visual observation)

- All still photographs, video, voice recordings and sketches classified as protected (OSI-P) from previous mission parts shall be returned onto the GIMO field app. These shall not be editable and shall be distinguished from any new recordings taken/made during the current mission part. Any highly protected (HP) records shall be marked with a cross to know that there was a record that was reviewed and classified as HP;
- New recordings can be added to a bundle started during a previous mission part;
- All previous **comments** should be visible but not editable;
- The location recorded for a bundle shall be locked and kept for all the subsequent mission parts;
- **New comments** can be added to a bundle started during a previous mission part, but these should be distinguished from previous entries; and
- Only new entries for the current mission part are subject to review and classification.

c) General information on the GIMO field application (for visual observation technique only)

- Bundles started during previous mission parts, their locations, as well as comments are visible on the GIMO field app but:
 - all still photographs and video recordings are not visible; and
 - voice recordings and sketches are visible,
- New comments can be added to a bundle started during a previous mission part, but these shall be distinguished from previous entries;
- New still photographs, video, voice recordings and sketches can be added to a bundle started during a previous mission part; and
- Only new entries are subject to review and classification.

d) Imported data

- Imported data shall not be returned for subsequent mission parts but the name/file should be visible including the date, mission part when added and their classification status; and
- Only new data imports for the current mission part are subject to review and classification.

e) Naming convention for bundles

- Generally, relate the name of a ‘data bundle’ to the mission it belongs, with some possible exceptions for specific techniques.

f) Visualisation of ‘multi-day’ forms and geospatial information in the WA

- The multi-day concept shall be reflected in the display of bundle metadata and records in the WA e.g., multiple forms for the same bundle shall be visualised in the WA GIMO application; and
- Metadata associated with data bundles shall be displayed in the map interface.

3.1.2 Task B: Generic data processing mission for passive seismological monitoring

The Contractor shall design a workflow for the introduction of a generic mission for the processing of data from PSM missions.

The design phase shall adhere to the following criteria:

- There shall be one (1) generic PSM data processing mission;
- The naming of the generic PSM data processing mission shall be PSM000;
- PSM000 shall be created automatically once a PSM field mission is proposed (i.e., to install the first PSM mini-array);

- PSM000 shall be associated with the same search zone as the PSM mission;
- PSM000 shall have mission parts but these shall be generated automatically and shall be assigned to the WA; and
- PSM000 mission parts shall appear in ITF step 3 for ranking and shall be resourced in ITF step 4 in the same was as all other missions.

3.1.3 Deliverables for Phase 1

The Contractor shall deliver a detailed road map for the introduction of:

- (A), the multi-day concept across all OSI techniques and methods; and
- (B), the generic data processing mission for passive seismic monitoring.

The road map for each shall include:

- A breakdown of tasks as JIRA tickets, including mock-ups and workflow diagrams where appropriate;
- An acceptance protocol for each task or group of tasks;
- Time estimates for each JIRA ticket; and
- An assessment of the risks associated with each task or group of tasks.

On receipt of the deliverables, the Commission may seek clarification regarding the content of JIRA tickets and time estimates. Requests for clarification shall be communicated within one (1) week of the receipt of the deliverables with feedback provided by the Contractor no later than one (1) week later (see figure 1).

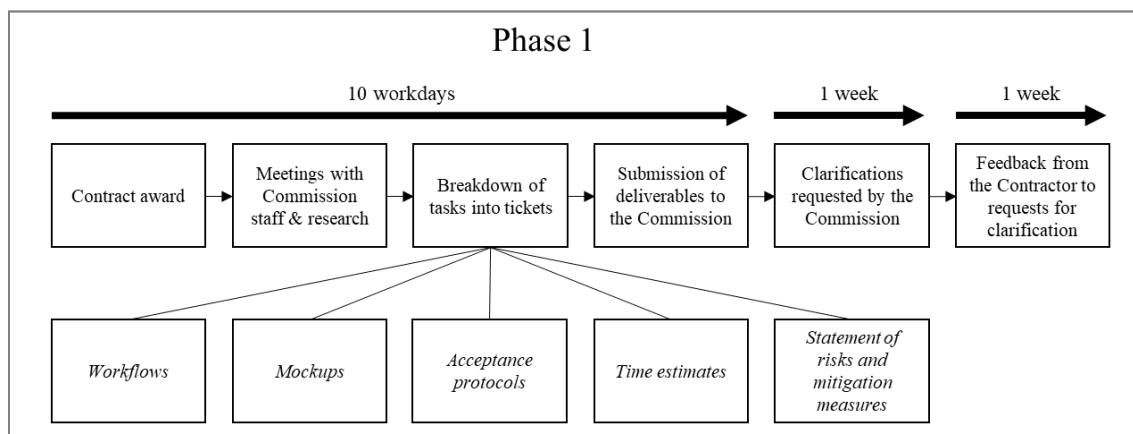


Figure 1: Workflow for Phase 1

3.2 Phase 2

3.2.1 Tasks

On receipt of the deliverables stated in Section 3.1.3 of this ToR, the Commission shall review the information and decide whether to proceed with all, none, or a selection of the JIRA tickets. The Commission may seek clarification from the Contractor during this period to better understand the inter relationships between JIRA tickets (see figure 2).

Within three (3) weeks of receiving the deliverables of Phase 1, the Commission shall communicate to the Contractor in writing which JIRA tickets shall be activated in Phase 2.

Tasks in Phase 2 shall be based on the list of activated JIRA tickets. The scope and timeframe of each task shall be clearly described in the ticket.

The order in which JIRA tickets are implemented shall be agreed in writing between the Commission and the Contractor. The Commission shall have the final say on priorities and the order in which tasks are implemented.

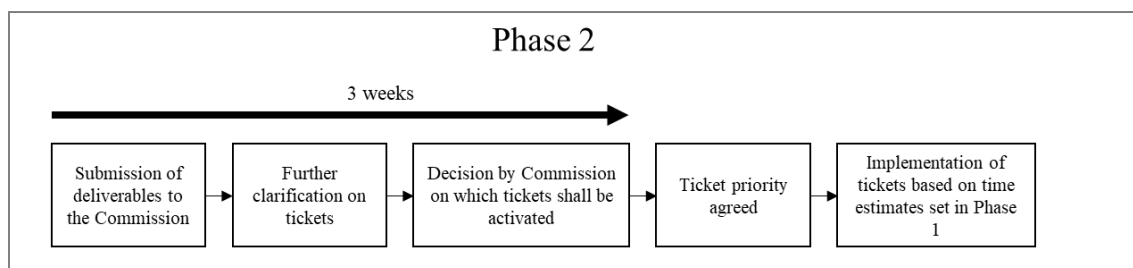


Figure 2: Workflow for Phase 2

4 ORGANIZATION OF WORK

4.1 Initiating work

Phase 1 shall be implemented on receipt of the Purchase Order from the Commission.

Phase 2 shall be implemented once the Contractor is notified in writing by the Commission to proceed. The activation of Phase 2 tasks is described in section 3.2.1.

4.2 Completion and acceptance

Phase 1 shall be completed based on the satisfactory completion of the deliverables described in section 3.1.3.

Deliverables associated with tasks activated in Phase 2 shall be assessed based on testing and the completion of the Acceptance Protocol for each or group of JIRA tickets. The Contractor shall ensure that one (1) member of the development team shall be present at the CTBTO TeST Centre for two (2) days for the testing and completion of the Acceptance Protocol.

5 REQUIREMENTS

5.1 Contractor

The Contractor shall:

- 5.1.1 Be a company established for at least four (4) years
- 5.1.2 Have a minimum of four (4) years of using a formal project management methodology,
- 5.1.3 Have a minimum of four (4) years of experience in providing software development services using an Agile methodology, preferably Scrum,
- 5.1.4 Have a minimum of four (4) years of experience developing software solutions for multiple secure air-gapped environments
- 5.1.5 Propose a **maximum of** three (3) staff who, together, meet the requirements in the Team Roster as described in Section 5.2,
- 5.1.6 Have a minimum of three (3) years of experience working with a modern issue tracking and ticket management systems, for example Jira,
- 5.1.7 Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in an electronic form,
- 5.1.8 Provide a warranty period of two (2) or more years after the completion of the user acceptance testing, and
- 5.1.9 Provide documented evidence, in the form of a plan, that the Contractor will be able to adjust the working hours of its relevant staff (e.g., project manager and lead developers), assigned to a Software Team, to overlap at least two hours with the Commission's working hours (9 am to 5 pm CET), on the Commission's request.

The Contractor shall identify key staff, including programmers, which will be assigned to the project.

5.2 Programming staff – “Team Roster”

The programming staff shall not exceed three (3) in number and **collectively** shall satisfy the following requirements:

- 5.2.1 Proven experience* of web technologies, including HTML, CSS templating technologies such as Bootstrap;
- 5.2.2 Proven experience* of web scripting languages and related libraries including: JavaScript, Typescript, Angular;
- 5.2.3 Proven experience* of server/backend technologies including Java Spring, JHipster, RESTful APIs;
- 5.2.4 Proven experience* of working with PostgreSQL databases (v9.X) including PostGIS;
- 5.2.5 Proven experience* of experience working with Android native applications and related technologies including Kotlin;
- 5.2.6 Proven experience* of working with and writing BASH scripts.
- 5.2.7 Proven experience* of working with Geoserver and Leaflet.
- 5.2.8 Proven experience* of working with document generation using Jasper Reports.
- 5.2.9 Proven experience* of experience working with Docker;
- 5.2.10 100% offline use of applications and offline data transfer including hash checks; and
- 5.2.11 Integration with 3rd party applications including Alfresco.

5.3 On-boarding and familiarisation

The on-boarding of staff during the implementation of Phase 1, and (if applicable) Phase 2, shall be at the expense of the Contractor.

6 REPORTING AND MEETINGS

Meetings and reporting shall be in line with SCRUM project management methodology. Sprint reviews shall take place at the premises of the Commission.

7 INTELLECTUAL PROPERTY

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

* Proven experience means at least 2 years of professional experience demonstrated by named projects and an individual's role in each project

8 POST-WARRANTY PERIOD

Terms and conditions of post-warranty support and bug fixes should be available and clearly specified.

9 RESOURCES PROVIDED BY THE COMMISSION

For designated Contractor's Personnel, and to the extent necessary for the Contractor to fulfil the requirements of these Terms of Reference when carrying out the Services approved by the Commission on site, the Commission will provide:

- Physical access to the CTBTO TeST Centre in Seibersdorf; however, strict conditions and limitations on access and use of any accessed code or documentation described above will apply as contained in the Contract. Access will be granted only upon request and approval by the relevant internal/external bodies;
- Relevant documentation;
- Qualified staff to assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Services; and
- Remote access facilities to GIMO.

All other resources shall be provided by the Contractor.

10 RISK MANAGEMENT

The Contractor shall provide a business continuity and risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined implementation activities in this ToR. Risks may include but are not limited to technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be continuously updated, aligning with the delivery of project milestones and significant accomplishments.

Upon the project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the Commission, thereby contributing to the knowledge repository for forthcoming software development endeavours.



MODEL CONTRACT

(SAP No. _____)

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to
DESIGN AND REWORK OF TWO MODULES IN THE GEOSPATIAL
MANAGEMENT SYSTEM FOR OSI (GIMO), ON A CALL-OFF BASIS

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)

July 2025

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

“**Purchase Order (‘PO’)**” means orders issued by the Commission which specify the Work and/or Services to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C;

“**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, Design and Rework of Two Modules in the Geospatial Management System (GIMO) (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 complete the Work and/or Services, within the meaning of Section 3.1 “Phase 1” of Annex B, within the relevant timelines specified in Section 3.1.3 of Annex B.

5. OPTIONAL ITEMS

The Commission shall have the right, but not the obligation, to request the optional Work and/or Services within the meaning of Section 3.2 “Phase 2” of Annex B, under the same terms and conditions as those of this Contract, within the relevant timelines specified in Section 3.2.1 of Annex B (hereinafter referred to as the **“Call-off Period”**). The Optional Items will be opted for through separate purchase orders (hereinafter referred to as the **“Purchase Orders”** or **“PO”**). The commencement and completion date for the performance of the Work (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective PO.

6. 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.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. WARRANTY

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

9. 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.

10. 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 be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (e) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (f) 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.

11. RESPONSIBILITIES OF THE COMMISSION

The Commission shall designate members of its staff to act as points of contact for the Contractor to ensure that the 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.

12. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract as follows:
 - (i) A firm fixed price of [EURO/US\$] _____ [in numbers and words], for provision of the firm Work, in accordance with Annexes B and C.
 - (ii) Subject to Clause 5 above, the firm and fixed prices in Annex C upon provision of Optional Items in accordance with Annexes B and C, subject to the Commission's review and acceptance.

(hereinafter referred to as the "Contract Price").
- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor's personnel outside the Commission's normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

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

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

OR

No Taxes are applicable under this Contract.

13. PAYMENT

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

upon satisfactory completion of the firm Services and Software and satisfactory completion of each Purchase Order and submission of the following:

- i) Invoice drawn up in accordance with this Clause 13;
 - ii) Any other documentation that might be required under the applicable Purchase Order.
- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 13(d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

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

- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for

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

14. 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.

15. 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.

16. 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.

17. 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 and the Purchase Orders shall constitute integral parts of this Contract and shall be of full force and effect.

18. 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) The Commission's General Conditions of Contract (Annex A);
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (Annex C);
- (v) The respective Purchase Order.

19. 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.

20. 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.

21. 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.

22. 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 submission of 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 invoices and payment-related enquiries:

Payments@ctbto.org

- (b) The Contractor:

[Name]

[Address]

[Contact details]

23. 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.

24. SOFTWARE LICENCE

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.

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

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

[Name and Position]

Date: _____

Place: Vienna, Austria.

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

[Name and Position]

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