




REQUEST FOR PROPOSAL

To: ALL BIDDERS

Vienna, 1400
Austria

Attn:

Phone:
Fax:
Email:

CTBTO Ref. No.: 2026-0034/DRIGA 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.
org

Date: 9 April 2026

Subject: Field support services and site preparation for IFE 26 in Namibia

Deadline for Submission: 22 Apr 26

Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

You are kindly requested to complete and return the acknowledgement form by email as soon as possible.

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

Yours Sincerely,

Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2026-0034	Closing Date: 22 Apr 26
Title: Field support services and site preparation for IFE 26 in Namibia	Vienna Local Time: 17:00

Procurement Staff: Olga Driga**CTBTO Req. No.:** 0010029225Please 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)	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time;	
<input type="checkbox"/> we do not have the required expertise for this specific project;	
<input type="checkbox"/> insufficient time to prepare a proper submission;	
<input type="checkbox"/> 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 namely, *Field Operations Support Services for the On-Site Inspection Integrated Field Exercise in 2026 (IFE26) in Namibia* as described in the attached Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that 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 and its attachments:
 - Attachment 1: Minimum Content of the Technical Proposal and Technical Compliance Matrix
 - Attachment 2: Evaluation Criteria and Method
 - Attachment 3: Price Schedule Form
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (a) The Commission’s Model Contract and its Annexes A – B;
 - o The Commission’s General Conditions of Contract (Annex A)
 - o The Commission’s Terms of Reference (Annex B)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

- (a) The Proposal shall be submitted electronically in **two separate pdf files**, one containing a Financial Proposal and one containing a Technical Proposal.

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.

- (b) The Proposal shall be submitted to **procurement@ctbto.org**. The subject of the email shall contain the following:

RFP 2026-0034/DRIGA - Field Operations Support Services for the On-Site Inspection IFE26 in Namibia.

6. Closing Date and Time

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

7. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than **5** business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: **procurement@ctbto.org**
Subject: RFP No. 2026- 0034/DRIGA - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 3 business days prior to the Closing Date.

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

8. Eligible Goods and Services

The goods and services (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

9. Type of Contract and Payment

Instructions for preparation and submission of Proposals – Request for Services

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

10. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

The Proposal shall contain, at the minimum:

Point of Contact

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

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

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

Description of Services

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing a section-by-section response to the requirements in the Terms of Reference and:

- (i) The information required in **Attachment 1, Part I (Minimum Content of the Technical Proposal)**; and
- (ii) The complete **Attachment 1, Part II "Technical Compliance Matrix"**, which shall be submitted it as part of the Technical Proposal.

Commission's Inputs

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

Qualifications

Documentary evidence of 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 CTBT States Signatories, a list of which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#).

PART II: FINANCIAL PROPOSAL

Please complete **Attachment 2 “Price Schedule Form”**. You are required to define the Unit Prices in US Dollars, exclusive of taxes.

- (i) 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 US Dollars and be computed to constitute the total Contract Price. 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.
- (ii) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country to country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

11. Completeness and Correctness of the Proposal

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

12. Validity of the Proposal

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

13. Correction of Errors

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

14. Evaluation of the Proposal

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.

The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

15. Negotiations of the Proposal

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

16. Modification and Withdrawal of 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.

17. The Commission’s Right to Reject the Proposal

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

18. Costs of preparation and submission of the Proposal

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

19. Proprietary Information

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

20. Use of former Commission's employees in the preparation of Proposals

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

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

21. Data Privacy Notice

Any personal data provided to the Commission as part of this procurement exercise, via an offer or otherwise, and required for assessing the Bidder's offer will be treated by the CTBTO as confidential information and used on a 'need to know basis'.

The personal data that a Bidder provides will be processed by the CTBTO for the specific purpose of assessing any offer submitted in response to this solicitation and, in the event of award, contract implementation. This personal data forms an integral part of the offer and to any ensuing contracting arrangement and cannot be accessed, verified, rectified or deleted following the offer's submission other than through your express notification to the CTBTO of any changes or errors or clarifications requested by the Commission during the evaluation process. This data includes, but is not limited to, the following:

- First and last name;
- Contact information, such as telephone numbers, or mailing addresses;
- Email addresses; and
- Information on skills, expertise and work experience.

In the event of award, Clause 49 (Personal Data Protection) of the Commission's General Conditions of Contract shall apply.

Nothing in these General Instructions to Bidders shall constitute a waiver, either express or implied, of the privileges and immunities of the CTBTO and its employees, which are specifically reserved.

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time: N/A

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

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

For one-year period For a period ofN/A

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

For a two-year period For a period of

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

State country of origin or assembly of all items quoted: N/A

Quantity discount and early payment discount (if any):

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

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

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract, and agreed to all terms and conditions.

Yes **No**

Remarks:

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

Yes No Not applicable

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

**ATTACHMENT 1-
MINIMUM CONTENT OF TECHNICAL PROPOSAL AND TECHNICAL COMPLIANCE MATRIX**

..

RFP 2026-0034/DRIGA Field Operations Support Services for the On-Site Inspection Integrated Field Exercise in 2026 (IFE26) in Namibia.

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 for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Part II of this document must be completed and returned as part of the Technical Proposal.

Part I - Minimum Content of the Technical Proposal

Item	Minimum content
1. Executive Summary	
	Provide an overview of the proposal
2. Experience, Resources and Project Management	
Corporate Profile and Values of the Contractor	<ul style="list-style-type: none"> • Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. • Company business structure and its authority to execute all Services under the Terms of Reference. • If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project • In case the Bidder requires the services of subcontractors, the Proposal shall include: <ol style="list-style-type: none"> a) Relationship of the Bidder’s business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization. c) The scope of work and nature of subcontracting.
Corporate Experience	The Proposal should detail the Bidder’s experience in executing services of similar scope and complexity. Valid requested certificates should be included in the proposal.
Requirements for the Contractor and personnel	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR). At least 2 CVs of the proposed personnel shall be provided.
3. Meeting the Requirements	
Understanding of the ToR scope	Describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.

Item	Minimum content
Technical Requirements	Provide technical specifications for the proposed goods.
4. Contractor's key staff	
	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Service under the Contract. The CTBTO does not sponsor work permits for contractors.

Part II - Compliance Matrix – Please return duly filled-in together with the Technical Proposal

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
3	REQUIRED FIELD OPERATIONS SUPPORT SERVICES			
3.1	Site Preparation and Remediation			
3.1.1.	Site preparation: bulldozing/ wet compacting/ flattening of terrain <i>Details:</i> <ul style="list-style-type: none"> ▪ Preparation for placement of shipping and air containers and construction of a tented Base of Operations (BOO). ▪ Compacting sand to enable vehicle/material handling equipment operations in the area. ▪ Exact area demarcation for site preparation will be provided prior the commencement of the works. ▪ Work dates: between 7 and 25 September 2026 			
3.1.2	Installation of grounding point <i>Details:</i>			

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
	<ul style="list-style-type: none"> ▪ For protection of high voltage power generation system as well as lightning protection. ▪ Placement of grounding point/net depending on soil conditions to cover power generation/distribution system grounding point ▪ Work dates: between 7 and 25 September 2026 ▪ Location marked in Figure 1/ToR. 			
3.1.3.	<p>Site remediation: flattening/ bulldozing the site area to remove vehicle tracks/other minor damages after the completion of the exercise (on an as required basis)</p> <p><i>Details:</i></p> <ul style="list-style-type: none"> ▪ Exact works to be determined at the end of exercise. ▪ Work dates: between 25 November (following removal of all containers/cargo and fencing) and 10 December 2026. 			
3.2	Ablution Facilities			
3.2.1	<p>Rental of ablution trailer/container with toilets and handwashing abilities.</p> <p><i>Details:</i></p> <ul style="list-style-type: none"> ▪ Delivery: 6 October 2026 ▪ Collection: 23 November 2026 			
3.2.2	<p>Cleaning services of ablution trailers, including cleaning materials and replacement of consumables.</p> <p><i>Details:</i></p> <ul style="list-style-type: none"> ▪ Daily cleaning/replenishment of facilities 			

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
	<ul style="list-style-type: none"> ▪ Removal/empty sewage tanks as required basis after working hours (18.00) 			
3.2.3	<p>Non-potable water: Delivery of 2000 litres for filling up water containers, removal of up to 2000 litres grey water at the end of exercise. <i>Details:</i></p> <ul style="list-style-type: none"> ▪ Delivery: 12 October 2026 ▪ Collection: 23 November 2026 ▪ No chemical/ other contamination of this water is expected; water will be used for hand washing and equipment cleaning 			
3.3	Waste Management			
3.3.1	<p>Waste bins: capacity approximately 1100 litres each. <i>Details:</i></p> <ul style="list-style-type: none"> ▪ To operate waste collection points in compliance with local regulations (e.g. for paper, plastic, glass, metal and general waste) at designated locations at the BOO. ▪ Delivery: 6 October 2026 ▪ Removal: 23 November 2026 ▪ Alternatively, installation of a secondary waste collection underground container beside Lighthouse group container 			
3.3.2	Waste collection: Up to 8 bins, twice weekly			
3.4	Fuel Delivery			
3.4.1	Standard road diesel fuel , invoiced at market rates.			
3.4.2	<p>Delivery of diesel fuel by bowser</p> <p><i>Details:</i></p>			

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
	<ul style="list-style-type: none"> ▪ For the operation of diesel generators at the BOO site. ▪ Initial delivery of up to 3000 litres is required to fill up machinery, after that approx. 2000 litres per week. ▪ Exact amounts will be coordinated approximately 48hrs prior to delivery ▪ Fuel must be clean, free of contaminants and sulphur free as per applicable standards for diesel fuel for road vehicles 			
3.5	Fencing and Gates			
3.5.1	<p>Temporary perimeter fencing:</p> <ul style="list-style-type: none"> ▪ minimum height of 1.8m (2-3 m preferred) ▪ corrugated iron/zinc fencing preferred ▪ including 2 vehicle entrances. ▪ including 1 pedestrian entrance (see draft illustration) ▪ Topped with barbed/razor wire (optional) ▪ See Figures 1 and 2 in the ToR. <p><i>Details:</i></p> <ul style="list-style-type: none"> ▪ Installation: no later than 25 September 2026 ▪ Removal: after 25 November, completed by 10 December 2026 			
3.5.2	<p>Vehicle gate/barrier</p> <p><i>Details:</i></p> <ul style="list-style-type: none"> ▪ Manual vertical lifting/swing gate/barrier at vehicle entry points 			
3.5.3	<p>Temporary mobile fencing:</p> <ul style="list-style-type: none"> ▪ Minimum height of 1.3m and 2m length, e.g. CBAR/2,5 or 3M public safety barrier) 			

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
	<i>Details:</i> <ul style="list-style-type: none"> ▪ To delineate specific areas inside the BOO ▪ Delivery: 6 October 2026 ▪ Collection: 23 November 2026 			
4	The Contractor shall meet the following requirements:			
	<ol style="list-style-type: none"> 1. Be licensed to operate in construction services and/or industry applicable to the services requested in these ToR 2. Be knowledgeable of local regulations, environmental, security and health and safety standards and pertinent legislation 3. Experience working with CTBTO, United Nations, international organisations or comparable firms in providing similar services 4. Experience providing similar services at a similar scale to those outlined in these TOR, in Namibia, in the last 5 (five) years 5. Capacity to nominate an experienced contact person in either Swakopmund or Walvis Bay to act as the local point of contact for the planning and delivery of services and to promptly respond to any incidents. 6. Capacity to provide comparable additional ad-hoc services, if requested by the Commission and subject to availability. 			
5	<u>Health, security and safety requirements</u> The Contractor must comply with all relevant health, security and safety laws, regulations and industry standards, as applicable to the requested services.			

Attachment 2: Evaluation Criteria and Method

Ref No. in TOR	1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
4	Requirements for the Contractor	
1	Be licensed to operate in construction services and/or industry applicable to the services requested in these ToR	PASS/FAIL
2	Be knowledgeable of local regulations, environmental, security and health and safety standards and pertinent legislation	PASS/FAIL
3	Experience working with CTBTO, United Nations, international organisations or comparable organizations in providing similar services as those foreseen in these ToR	PASS/FAIL
4	Experience providing similar services at a similar scale to those outlined in these TOR, in Namibia, in the last 5 (five) years	PASS/FAIL
5	Capacity to nominate an experienced contact person in either Swakopmund or Walvis Bay to act as the local point of contact for the planning and delivery of services and to promptly respond to any incidents.	PASS/FAIL
6	Capacity to provide comparable additional ad-hoc services, if requested by the Commission and subject to availability	PASS/FAIL
Ref No. in TOR	2. REQUIRED FIELD OPERATIONS SUPPORT SERVICES	PASS/FAIL
3.1	Site Preparation and Remediation	PASS/FAIL
3.2	Ablution Facilities	PASS/FAIL
3.3	Waste Management	PASS/FAIL
3.4	Fuel Delivery	PASS/FAIL
3.5	Fencing and Gates	PASS/FAIL

Second evaluation stage

	Quality of the Proposal	Max Points	Factor	Weighted Score
1	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	1	5
2	Understanding of the scope of Services and the responsibilities of the Contractor	5	1	5
3	Proposed approach and implementation plan/timeline	5	1	5
4	Organizational and staffing capacity of the bidder	5	1	5
Total technical evaluation		20		20

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 sections 1 and 2, 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;
- 3) **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 minimum acceptable weighted score of at least **12** and in accordance with the scoring table indicated below:

TABLE 2

Points	Scoring
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Weak - Does not meet the minimum technical, functional, or performance related criterion.
3	Good - Meets the minimum requirements of the criterion.
4	Very good - Exceeds the criterion in some areas.
5	Excellent - Exceeds the criterion in all areas.

2. Financial and commercial evaluation

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be 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 weight of the technical and financial components is **60%** and **40%** respectively, subject to contractual and commercial acceptability.

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluation, subject to contractual and commercial acceptability.

Attachment 3 Price Schedule

RFP 2026-0034 Field Operations Support Services for the On-Site Inspection Integrated Field Exercise in 2026 (IFE26) in Namibia

Ref. TOR	Service Description	Quantity	Unit cost, USD	Total Cost (USD)
3.1.1	Site preparation: bulldozing/ wet compacting/ flattening of terrain	Up to 4,000m2	<i>quote price per 100sqm</i>	
	Equipment mobilization/demobilization	per activity		
3.1.2	Installation of grounding point	per activity		
	Site remediation	Up to 4,000m2	<i>quote price per 100sqm</i>	
3.1.3	Equipment mobilization/demobilization	per activity		
	Rental of ablution trailer/container	4 units (8 toilets) for 49 days		
3.2.1	Equipment mobilization/demobilization	per activity		
	Cleaning services	4 units (8 toilets) for 49 days		
3.2.2	Cleaning services	4 units (8 toilets) for 49 days		
3.2.3	Non-potable water	1 delivery at beginning of exercise, removal of remaining amount at the end		
3.3.1	Waste bins	8		
3.3.2	Waste collection	Up to 8 bins, twice weekly		
3.4.1	Standard road diesel fuel***	per litre		
3.4.2	Delivery of diesel fuel	per delivery		
3.5.1	Temporary perimeter fencing	Up to 600m length	<i>quote price per 100m length</i>	
	Optional: barbed/razor wire topping	Up to 600m length	<i>quote price per 100m length</i>	
	Equipment mobilization/demobilization	per activity		
3.5.2	Vehicle gate/barrier	2 units		
3.5.3	Temporary mobile fencing	Up to 250m length (approximately 100 units)	<i>quote price per 50m length</i>	
	Equipment mobilization/demobilization	per activity		
-	Any other costs (please provide details on any other applicable costs)			
Total Price in USD (excluding taxes**)				\$0.00

Notes:

1) Please complete all columns. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices.

2) The rates indicated in this form shall be firm and fixed throughout the term of the Contract.

** Rates shall be free of tax. If tax is applicable please indicate it in a separate line.

*** Shall be invoiced as per actual consumption on current market prices (based on supporting documents)

General Conditions of Contract

1. DEFINITIONS

In these General Conditions of Contract the terms beginning with a capital letter shall have the meaning as defined in the Contract. In particular, the following words and expressions shall have the meanings hereby assigned to them:

‘Commission’ means the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization.

‘Contract’ signifies a purchase order or a contract, as well as any changes or amendments thereto, including all documents, exhibits and attachments referenced therein, to which these General Conditions of Contract apply.

‘Contractor’ means the party with whom the Commission is contracting to supply the goods and/or services and who shall have the sole and full responsibility for the performance of its obligations under the Contract.

‘Goods’ means all goods, equipment, materials and/or other supplies to be provided under the Contract.

‘Services’ means all services to be rendered under the 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.

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

(a) Except as provided in paragraph (b) below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or

of any of the rights, claims or obligations under the Contract except with the prior written authorization of the Commission. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the Commission. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the Commission. Any such unauthorized delegation, or attempt to do so, shall not be binding on the Commission.

(b) The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

- (i) Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
- (ii) Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests;
- (iii) The Contractor promptly notifies the Commission about such assignment or transfer at the earliest opportunity;
- (iv) The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing and any other supporting documentation are promptly provided to the Commission following the assignment or transfer.

4. SUBCONTRACTING

(a) In the event the Contractor requires to engage the services of a subcontractor or subcontractors, or to change the subcontractor(s) already approved, the Contractor shall obtain the prior written approval of the Commission for such subcontractor(s), by submitting the qualifications of any proposed subcontractor(s) for the Commission’s review.

- (b) The Commission shall be entitled, in its sole discretion, to review the qualifications of any subcontractor(s) and to reject any proposed subcontractor(s) that the Commission reasonably considers is (are) not qualified to perform obligations under the Contract.
- (c) The Commission shall have the right to require any subcontractor's removal from Commission premises without having to give any justification therefor.
- (d) Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractor(s).
- (e) The Commission's approval of any subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract. The Contractor shall be solely responsible for the performance of its subcontractor(s).

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. Should any authority external to the Commission seek to impose any instructions or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the Commission and provide all reasonable assistance required by the Commission.
- (b) 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.
- (c) 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 performance of the Contract, reliable individuals who will perform effectively, respect the applicable laws and local customs, and conform to a high standard of moral and ethical conduct.

7. ASSIGNMENT OF PERSONNEL

- (a) The Contractor shall not assign, replace or withdraw from performance of the Contract any personnel referred to in the Contract without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel referred to in the Contract, the Contractor shall submit to the Commission, for its consideration, a curriculum vitae or detailed justification, to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Contract.
- (c) In the event of such assignment, replacement or withdrawal, all costs and additional expenses resulting for whatever reasons 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, advisor, agent and/or subcontractor of the Contractor assigned under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services and/or Goods to be provided under the Contract if this constitutes a conflict of interest.

9. INSURANCE

- (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) above, 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 claimed under, or not recovered from any applicable insurance policy of the Contractor 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 paragraphs (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) The Contract and any information identified as restricted or confidential that is delivered or disclosed by one Party (Discloser) to the other Party (Recipient) during the course of performance of the Contract shall be used on a 'need to know' basis and shall not be disclosed to any person and/or entity without the prior written consent of the other Party. As a general rule, all technical and financial information and other documentation and data received from the Commission under the Contract shall be treated as confidential.
- (b) The Recipient shall: (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's confidential information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; (ii) use the Discloser's confidential information solely for the purpose for which it was disclosed; and (iii) return, delete, or destroy all confidential information, including data backups, upon written instruction of the Discloser.

- (c) There will be no obligation of confidentiality or restriction on use, where the information:
 - (i) Is publicly available, or becomes publicly available, other than by an action or omission of the Recipient;
 - (ii) Was already lawfully known to the Recipient prior to the performance of the Contract; or
 - (iii) Was received by the Recipient from a third party not in breach of an obligation of confidentiality.
- (d) The Contractor may disclose confidential information to the extent required by law, judicial order or national authority, provided that, subject to and without any waiver of the privileges and immunities of the Commission, the Contractor will give the Commission sufficient prior notice of a request for the disclosure of information in order to allow the Commission to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- (e) The Commission may disclose confidential information to the extent required by its governing body pursuant to any decision, regulation or rule of that governing body.
- (f) The Contractor shall process, retain or store the Commission's confidential information 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.
- (g) 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;
 - (iv) Keep the Commission informed of its progress.
- (h) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all communications with the Commission, including written correspondence, and in all documents related to the Contract. The Contractor shall use metric units, except when otherwise specified in the Contract.

14. PUBLICITY

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has or had a contractual relationship with 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 without the written permission of the Commission.

15. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no representative, official, employee or other agent of the Commission has been or shall be admitted by the Contractor or their subcontractors to any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with the Commission, or the award thereof, or for any other purpose intended to gain an advantage for the Contractor..

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except as is otherwise expressly provided in writing in the Contract, the Commission shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Contractor has developed for the Commission under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Commission.
- (b) To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Commission does not and shall not claim any ownership interest thereto, and the Contractor grants to the Commission a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- (c) At the request of the Commission, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Commission in compliance with the requirements of the applicable law and of the Contract.

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) and any other rights and remedies under the Contract, 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 in accordance with Clause 26 ('Termination') below. 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 its 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 its 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 ('Force Majeure') below, 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 rights and 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) In the event of force majeure, the Contractor shall give immediate notice in writing to the Commission, if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations under the Contract. On receipt of such notice, the Commission shall at its sole discretion grant the Contractor a reasonable extension of time in which to perform its obligations or terminate the Contract on the same terms as are provided for in Clause 26 ('Termination') below, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the Commission shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

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 rights or remedies it may have under the terms of the Contract, terminate the Contract immediately in accordance with Clause 26 ('Termination') below.

22. INDEMNIFICATION

- (a) The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind brought by any third party against the Commission, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
 - (i) Allegations or claims that the possession of or use by the Commission of any patented device, any copyrighted material, or any other Goods, property or Services provided or licensed to the Commission under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the

Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

- (ii) Any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- (b) The indemnity set forth in paragraph (a) above shall not apply to:
 - (i) A claim of infringement resulting from the Contractor's compliance with specific written instructions by the Commission directing a change in the specifications for the Goods, property, materials, equipment or supplies to be used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or
 - (ii) A claim of infringement resulting from additions to or changes in any Goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the Commission or another party acting under the direction of the Commission made such changes.
 - (c) The Commission shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of the Commission or any matter relating thereto, for which only the Commission itself is authorized to assert and maintain. The Commission shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
 - (d) In the event the use by the Commission of any Goods, property or Services provided or licensed to the Commission by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
 - (i) Procure for the Commission the unrestricted right to continue using such Goods or Services provided to the Commission; or

- (ii) Replace or modify the Goods or Services provided to the Commission, or part thereof, with the equivalent or better goods or Services, or part thereof, that is non-infringing; or
- (iii) Refund to the Commission the full price paid by the Commission for the right to have or use such Goods or Services, or part thereof.

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 (Amicable Settlement) above, any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity 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

- (a) 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.
- (b) 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

- (a) 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 satisfactorily 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.
- (b) The Commission may, without prejudice to any other right or remedy available to it, terminate the Contract immediately upon giving the Contractor written notice of such termination in the event that:
 - (i) The Contractor is adjudged bankrupt or otherwise insolvent as provided for in Clause 21 (‘Insolvency and Bankruptcy’) above; and/or
 - (ii) The Contractor commits a breach of essential terms as provided in Clause 50 (‘Essential Terms’) below and fails to remedy the situation within a reasonable time upon the Commission’s written request.

27. NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

28. NON-EXCLUSIVITY

Unless otherwise specified in the Contract, the Commission shall have no obligation to purchase any minimum quantities of Goods or Services from the Contractor, and the Commission shall have no limitation on its right to obtain Goods or Services of the same kind, quality and quantity described in the Contract from any other source at any time.

29. AUDITS AND INVESTIGATIONS

- (a) Each invoice paid by the Commission may be subject to a post-payment audit by auditors, whether internal or external, of the Commission or by other authorized and qualified agents of the Commission at any time during the term of the Contract and for a period of five (5) years following the expiration or prior termination of the Contract. The Commission shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Commission other

than in accordance with the terms and conditions of the Contract.

- (b) The Commission may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of five (5) years following the expiration or prior termination of the Contract.
- (c) The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Commission access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation and use reasonable and proportionate efforts to require its suppliers and subcontractors to engage with and participate in any post-payment audit or investigation conducted pursuant to this Clause 29. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisors, to reasonably cooperate with any post-payment audits or investigations carried out by the Commission hereunder.

30. LIMITATION ON ACTIONS

- (a) Except with respect to any indemnification obligations in Clause 22 ('Indemnification') above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Clause 24 ('Arbitration') above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.
- (b) The Parties further acknowledge and agree that, for purposes of paragraph (a) above, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the Goods or any process or system and the discovery of the breach consequently must await the time when such Goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

31. SURVIVAL

The obligations set forth in Clauses 12 ('Confidentiality'), 14 ('Publicity'), 15 ('Officials not to Benefit'), 22 ('Indemnification'), 23 ('Amicable Settlement'), 24 ('Arbitration'), 25 ('Privileges and Immunities') and 29 ('Audits and Investigations') shall survive the completion, expiration or termination of the Contract.

32. GOODS

In the event that the Contract requires the Contractor to supply Goods, Clauses 33-40 shall additionally apply.

33. 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 Parties have agreed on 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 paragraph (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.

34. 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 Clause 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.

35. 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 thirty (30) kilograms.
- (c) The consignment shall be marked and shipped as per address shown in the Purchase Order/Contract.
- (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. In case of transport by ship, 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 written notice shall be sent to the consignee, if any, advising of the following:
 - (i) Purchase order/Contract number,

- (ii) Waybill number or equivalent reference number of the shipment (if any),
- (iii) Number of boxes/cartons/crates/etc.,
- (iv) Estimated time of departure (ETD),
- (v) Point of departure and name of the carrier,
- (vi) Estimated time of arrival (ETA) to final destination.

- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
 - (i) Airway bill,
 - (ii) Proforma or commercial invoice,
 - (iii) 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.

36. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract. The Contractor shall provide to the Commission such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any ‘INCOTERM’ or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until the physical delivery of the Goods in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by the Commission.
- (b) Unless otherwise specified in the Contract (including, but not limited to, in any ‘INCOTERM’ or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that the Commission receives all necessary transport documents in a timely manner so as to enable the Commission to take delivery of the Goods in accordance with the requirements of the Contract.

37. 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.

38. EXPORT LICENCES

- (a) The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the Commission under the Contract. The Contractor shall procure any such export license in an expeditious manner.
- (b) Subject to and without any waiver of the privileges and immunities of the Commission, the Commission shall lend the Contractor all reasonable assistance required for obtaining any such export license.
- (c) Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the Commission to enable the Commission to take appropriate measures to resolve the matter. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may terminate the Contract in accordance with Clause 26 ('Termination') above.

39. 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 upcoming 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.

40. 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.

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

41. 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) 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, sexual exploitation or abuse, proscribed practices or any further practice described in Clauses 42, 43, 44, 45, 46 and 47 below, during the procurement process and the performance of the Contract.

42. PREVENTION OF HARASSMENT, SEXUAL HARASSMENT, AND SEXUAL EXPLOITATION AND ABUSE

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. The Commission is also committed to maintaining an environment that prevents and responds effectively to harassment and sexual harassment and reported and/or suspected cases of sexual exploitation and abuse. The Commission does not partner with, or use services of, entities that fail to address harassment, sexual harassment, and sexual exploitation and abuse through appropriate preventive and responsive measures, including investigation and corrective action.
- (b) In this regard, and without limitation to any other provision contained herein, the Contractor shall:
 - (i) Adhere to zero tolerance for harassment, sexual harassment, and sexual exploitation and abuse and therefore accepts and agrees to refrain from any such conduct. 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

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

harassment may occur between persons of opposite sex or of the same sex. ‘Sexual exploitation’ shall be understood as any actual or attempted act of taking advantage of a position of vulnerability, power differential, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from such an activity. ‘Sexual abuse’ shall be understood as any actual or threatened physical intrusion of a sexual nature, by force or under coercion, including when a person is incapable of giving consent.

- (ii) Take all reasonable and appropriate measures to prevent and deter any form of harassment, sexual harassment, and sexual exploitation or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
 - (iii) Promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment, and sexual exploitation or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Contract 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 paragraph (iii) above, on becoming aware of any allegation of harassment, sexual harassment, and sexual exploitation 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.
- (c) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 42, 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 and/or subcontractor reported for having committed harassment, sexual harassment, and sexual exploitation 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.

- (d) The Commission shall be entitled to report any breach of the provisions of this Clause 42, as determined by the Commission, to the Commission’s governing body, other United Nations agencies and/or donors.

43. PROSCRIBED PRACTICES

The Contractor and its personnel and subcontractors 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. For the purpose of these General Conditions of Contract, Proscribed Practices are defined 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.

44. 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 economic exploitation and 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.

45. 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.

46. 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.

47. STANDARDS OF LABOUR, FORCED LABOUR AND HUMAN TRAFFICKING

- (a) The Contractor shall comply with all applicable laws concerning terms of employment and conditions of work, and any collective agreements to which it is party.
- (b) The Contractor shall not restrict its personnel from freely organizing or associating and shall provide for equal opportunity and treatment in respect of employment without discrimination on grounds of race, sex, religion, nationality, ethnic origin, sexual orientation, disability, age, language, social origin or other status. The Contractor shall take all appropriate measures to ensure that workplaces are safe and without risk to health, including with respect to chemical, physical and biological substances and agents under the Contractor's control. The Contractor shall promote 'Fair Recruitment' in its supply chain, as defined in the International Labour Organization's General Principles and Operational Guidelines for Fair Recruitment.
- (c) The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in 'Forced Labour,' i.e. by exacting work or service from any person under the threat of a penalty, indebtedness, or for which the person has not otherwise offered personal services voluntarily.
- (d) The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in 'Trafficking in Persons,' i.e. by recruiting, transporting, transferring, harbouring or receiving persons by threat or use of force or other forms of coercion, abduction, fraud, deception, or abuse of power.
- (e) Whenever the Contractor becomes aware that Forced Labour or Trafficking in Persons is or is likely occurring in the Contractor's operations, including in its supply chain, the Contractor shall, as soon as reasonably practicable, notify the Commission and take all reasonable action to address or remove these occurrences, including

where relevant, by addressing any practices of other entities in its supply chain.

48. 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 42-47 above, 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.

49. PERSONAL DATA PROTECTION

- (a) Personal data, which refers to any information relating to an identified or identifiable natural person ('data subject'), shall be treated as Confidential Information within the meaning of Clause 12 (Confidentiality) and shall be subject to all provisions therein, including those governing handling, safeguarding, disclosure, reporting obligations and remedial measures in the event of a breach. Personal data processing (which includes any activity concerning the handling of personal data) for internal research, marketing, sales, or promotional purposes is strictly prohibited.
- (b) The Contractor confirms that it has in place and will apply a personal data protection policy that complies with all applicable legal requirements, which at a minimum shall ensure that:
 - (i) Personal data is processed only for fair, legitimate and legal purposes;
 - (ii) Personal data is processed and retained only as proportionate and necessary for the purpose of performing its obligations under the Contract;
 - (iii) Appropriate measures are taken to protect personal data from unauthorized access and other risks presented by personal data processing;
 - (iv) There are no personal data transfers to a third party, unless the Contractor is satisfied that that

third party affords appropriate protection for the personal data;

- (v) The Commission is informed, upon request, about how personal data has been processed, and which rights data subjects enjoy with respect to their personal data.
- (c) The Contractor shall remain fully liable for any damages or penalties arising from its failure to comply with its obligations under this Clause.

50. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 12, 15 and 41 to 49 above constitutes an essential term of the Contract. If the Contractor's actions are materially inconsistent with the requirements of Clauses 12,

15 and 41 to 49 above, the Commission shall, unless in the reasonable opinion of the Commission, the inconsistency is incapable of being remedied, notify the Contractor of such inconsistency, and the Contractor shall have thirty (30) days to provide evidence that it has taken effective steps to remedy such inconsistency. In cases in which the Commission has determined that the inconsistency cannot be remedied, or in cases in which the Contractor fails to respond, the Commission shall have the right 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 12, 15 and 41 to 49 above.

TERMS OF REFERENCE

Field Operations Support Services for the On-Site Inspection Integrated Field Exercise in 2026 (IFE26) in Namibia

1. BACKGROUND

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its headquarters in Vienna (hereinafter referred to as “the Commission”) 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 (OSI) to monitor compliance with the Treaty. Further information on CTBTO can be found at <https://www.ctbto.org/>

The On-Site Inspection Exercise Programme for 2022-2025 (CTBT/PTS/INF.1613) includes an Integrated Field Exercise to be conducted in Republic of Namibia, tentatively between October and November 2026. These ToR describe the estimated requirements for field operations support services in Namibia for the Integrated Field Exercise 2026 (IFE26).

2. SCOPE

The Commission desires to engage supplier(s) (hereinafter referred to as a “Contractor”) for the provision of field operations support services (hereinafter referred to as “Services”) in line with the requirements indicated in this Terms of Reference (hereinafter referred to as “ToR”) for the Integrated Field Exercise 2026 scheduled between the 5 October to 20 November 2026.

The Contractor shall provide the Services in accordance with the requirements of these TOR and in the most cost-effective and environmentally responsible manner possible.

3. REQUIRED FIELD OPERATIONS SUPPORT SERVICES

The location for the delivery of services shall be the Base of Operations at the following coordinates [22°40'27.3"S 14°31'49.2"E](#), unless otherwise specified. The Commission shall be responsible for obtaining permission for land use from the landowner.

Site Preparation and Remediation

#	Service	Quantity	Service details
1.1	Site preparation: bulldozing/ wet compacting/ flattening of terrain	Up to 4,000m2	<ul style="list-style-type: none"> ▪ Preparation for placement of shipping and air containers and construction of a tented Base of Operations (BOO). ▪ Compacting sand to enable vehicle/material handling equipment operations in the area. ▪ Exact area demarcation for site preparation will be provided prior the commencement of the works.

			<ul style="list-style-type: none"> Work dates: between 7 and 25 September 2026
1.2	Installation of grounding point	One	<ul style="list-style-type: none"> For protection of high voltage power generation system as well as lightning protection. Placement of grounding point/net depending on soil conditions to cover power generation/distribution system grounding point Work dates: between 7 and 25 September 2026 Location marked in Figure 1.
1.3	Site remediation: flattening/ bulldozing the site area to remove vehicle tracks/other minor damages after the completion of the exercise (on an as required basis)	Up to 4,000 m ²	<ul style="list-style-type: none"> Exact works to be determined at the end of exercise. Work dates: between 25 November (following removal of all containers/cargo and fencing) and 10 December 2026.

Ablution Facilities

#	Service	Quantity	Service details
2.1	Rental of ablution trailer/container with toilets and handwashing abilities.	4 units (8 toilets) for 49 days	<ul style="list-style-type: none"> Delivery: 6 October 2026 Collection: 23 November 2026
2.2	Cleaning services of ablution trailers, including cleaning materials and replacement of consumables	4 units (8 toilets) for 49 days	<ul style="list-style-type: none"> Daily cleaning/replenishment of facilities Removal/empty sewage tanks as required basis after working hours (18.00)
2.4	Non-potable water: Delivery of 2000 litres for filling up water containers, removal of up to 2000 litres grey water at the end of exercise.	1 delivery at beginning of exercise, removal of remaining amount at the end	<ul style="list-style-type: none"> Delivery: 12 October 2026 Collection: 23 November 2026 No chemical/ other contamination of this water is expected; water will be used for hand washing and equipment cleaning

Waste Management

#	Service	Quantity	Service details
3.1	Waste bins: capacity approximately 1100 litres each	Up to 8 bins	<ul style="list-style-type: none"> To operate waste collection points in compliance with local regulations (e.g. for paper, plastic, glass, metal and general waste) at designated locations at the BOO. Delivery: 6 October 2026 Removal: 23 November 2026 <i>Alternatively, installation of a secondary waste collection underground container beside Lighthouse group container</i>

3.2	Waste collection	Up to 8 bins, twice weekly	
-----	-------------------------	----------------------------	--

The Commission shall seek to agree upon the quantity of waste bins and the schedule for waste collection in advance with the Contractor, based on estimated and actual requirements. Exact schedule for removal/collection will be agreed upon execution.

Fuel Delivery

#	Service	Quantity	Service details
4.1	Standard road diesel fuel	Per litre	<ul style="list-style-type: none"> ▪ Invoiced at market rates.
4.2	Delivery of diesel fuel by bowser	Per delivery	<ul style="list-style-type: none"> ▪ For the operation of diesel generators at the BOO site. ▪ Initial delivery of up to 3000 litres is required to fill up machinery, after that approx. 2000 litres per week. ▪ Exact amounts will be coordinated approximately 48hrs prior to delivery ▪ Fuel must be clean, free of contaminants and sulphur free as per applicable standards for diesel fuel for road vehicles

Fencing and Gates

#	Service	Quantity	Service details
5.1	Temporary perimeter fencing: <ul style="list-style-type: none"> ▪ minimum height of 1.8m (2-3 m preferred) ▪ corrugated iron/zinc fencing preferred ▪ including 2 vehicle entrances. ▪ including 1 pedestrian entrance (see draft illustration) ▪ Topped with barbed/razor wire (optional) ▪ See Figures 1 and 2. 	Up to 600m length	<ul style="list-style-type: none"> ▪ Installation: no later than 25 September 2026 ▪ Removal: after 25 November, completed by 10 December 2026 ▪
5.2	Vehicle gate/barrier	2 units	<ul style="list-style-type: none"> ▪ Manual vertical lifting/swing gate/barrier at vehicle entry points
5.3	Temporary mobile fencing: <ul style="list-style-type: none"> ▪ Minimum height of 1.3m and 2m length, e.g. CBAR/2,5 or 3M public safety barrier) 	Up to 250m length (approximately 100 units)	<ul style="list-style-type: none"> ▪ To delineate specific areas inside the BOO ▪ Delivery: 6 October 2026 ▪ Collection: 23 November 2026



Figure 1: Draft BOO perimeter outline for fencing and grounding point installation



Figure 2: Sample corrugated iron/zinc fencing



Figure 3: Sample mobile fencing/cbar fencing

4. CONTRACTOR REQUIREMENTS

The Contractor shall meet the following requirements:

#	Requirement
1	Be licensed to operate in construction services and/or industry applicable to the services requested in these ToR
2	Be knowledgeable of local regulations, environmental, security and health and safety standards and pertinent legislation
3	Experience working with CTBTO, United Nations, international organisations or comparable organizations in providing similar services as those foreseen in these ToR
4	Experience providing similar services at a similar scale to those outlined in these TOR, in Namibia, in the last 5 (five) years
5	Capacity to nominate an experienced contact person in either Swakopmund or Walvis Bay to act as the local point of contact for the planning and delivery of services and to promptly respond to any incidents.
6	Capacity to provide comparable additional ad-hoc services, if requested by the Commission and subject to availability

Sub-contracting of services is permissible under this contract, subject to each subcontractor meeting the Commission's required standards and in compliance with the Contract.

5. Health, security and safety requirements

The Contractor must comply with all relevant health, security and safety laws, regulations and industry standards, as applicable to the requested services.

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

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

* Please see Privacy Disclaimer on page 3

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

*** Please provide supplementary documentation on these items.

16. Summary of any changes in your company's ownership during the last 5 years:

17. List of Products/Services/Work offered:

Product/Service/Work #	Product/Service/Work Description

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name: Title: Signature: Date:

Bank Details

Bank Name:

Bank Address:

Exact Account Holder Name:

Beneficiary Details

Beneficiary Name:

(exactly as stated on bank statements)

IBAN:

(if applicable)

Account number:

SWIFT/BIC:

ABA/Sort Code:

Additional Details (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

FOR CTBTO USE ONLY

Evaluated By: Initials Date:

Updated By: Initials Date:

Remarks:

Data Privacy Notice *

Any personal data provided to the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (“CTBTO”), which is required for assessing your request for registration, will be treated by the CTBTO as confidential and used on a ‘need to know basis’.

The personal data that you provide within your company profile through the registration process will be processed by the CTBTO for the specific purpose of procurement activities in performance of the CTBTO mandate. This data includes, but is not limited to, the following:

- First and last name;
- Contact information, such as telephone numbers, or mailing addresses; and
- Email addresses.

Subsequent to registration, you may request information regarding the processing of your personal data at any time by sending a request to supplier.registration@ctbto.org. The CTBTO will assess such requests on a case-by-case basis, in accordance with its internal policies.

Nothing in this disclaimer shall constitute a waiver, either express or implied, of the privileges and immunities of the CTBTO and its employees, which are specifically reserved.

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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



CTBTO
PREPARATORY COMMISSION

COMPREHENSIVE
NUCLEAR-TEST-BAN
TREATY ORGANIZATION

MODEL CONTRACT

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
**Field Operations Support Services for the On-Site Inspection Integrated Field
Exercise in 2026 (IFE26) in Namibia**

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)

April 2026

TABLE OF CONTENTS

1. DEFINITIONS	3
2. AIM OF THE CONTRACT.....	4
3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT.....	4
4. COMMENCEMENT AND COMPLETION OF THE SERVICES	4
5. STANDARD OF WORK.....	4
6. RESPONSIBILITIES OF THE CONTRACTOR.....	4
7. WARRANTY.....	4
8. PERMITS, NOTICES, LAWS AND ORDINANCES.....	4
9. PROTECTION OF PERSONS AND PROPERTY	5
10. RESPONSIBILITIES OF THE COMMISSION	6
11. CONTRACT PRICE	6
12. PAYMENT	7
13. TEMPORARY SUSPENSION OF WORK.....	7
14. DELAYS AND EXTENSION OF TIME	8
15. CONTRACTOR’S CLAIMS AND REMEDIES.....	8
16. ENTIRE AGREEMENT	8
17. DISCREPANCIES	8
18. SEVERABILITY	9
19. NO WAIVER.....	9
20. CONTRACT AMENDMENT.....	9
21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS.....	9
22. EFFECTIVENESS.....	10

MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2. AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services, namely, Field Operations Support Services for the On-Site Inspection Integrated Field Exercise in 2026 (IFE26) in Namibia (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 31 December 2026.

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

7. WARRANTY

The provisions of Clause 33 of Annex A shall apply to the Services performed by the Contractor.

8. PERMITS, NOTICES, LAWS AND ORDINANCES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices required by the nature of the Work.

- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

9. PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
 - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or

negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

10. RESPONSIBILITIES OF THE COMMISSION

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

11. CONTRACT PRICE

(a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract as follows:

- (i) A firm fixed price of [EURO/US\$] _____ [in numbers and words] for provision of the Services as referred to in Section 3 of Annex B.
- (ii) A maximum contingency amount of ten percent (10%) of the contract price to cover unforeseen conditions or unexpected work that could not reasonably have been anticipated at the time of Contract execution. The contingency shall be used only upon written approval by the Commission and prior to commencement of the additional work.

(hereinafter referred to as the “Contract Price”)

(b) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

(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.

[PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING]

(d) Taxes are applicable under this Contract. 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 sub-Clause 12(e) below.

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 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

15. CONTRACTOR'S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

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

17. DISCREPANCIES

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

- (i) this document;
- (ii) 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).

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:

[INSERT DETAILS]

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.

[Remainder of page intentionally left blank]

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

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

[Name 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