

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: **2012-0281/ALEKA**
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn.: Sales Manager

CTBTO Contact: Fanaye Aleka
Tel. No.: +43 (1) 26030-6350
Fax No.: +43 (1) 26030 5948
E-mail: procurement@ctbto.org
Date: 03 Oct 12

Title of Request:

Provision of Symantec Antivirus Endpoint V.11 for one year

Deadline for Submission: 11 Oct 12

Vienna Local Time: 17:00

FA

The Preparatory Commission for the Comprehensive Nuclear Test-Ban-Treaty Organization (hereinafter referred to as 'The Commission') hereby invites you to quote the following items as per conditions listed below.

| Item | Description and Requirements | Quantity | U/M |
|------|---|----------|-----|
| 1 | Symantec Antivirus Endpoint protection maintenance renewal basic for a period of 12 months, for 1 server and 400 clients. | 1 | Lot |

The Commission's renewal support ID No is: 4682-8592-6000

When preparing your quotation, please follow the attached instructions.

We are looking forward to receiving your quotation.

Yours sincerely,


Martin Dischendorfer
Procurement Officer

ACKNOWLEDGEMENT FORM

| | |
|--|---------------------------------|
| Solicitation No: 2012-0281 | Closing Date: 11 Oct 12 |
| Title: Provision of Symantec Antivirus Endpoint | Vienna Local Time: 17:00 |

Procurement Staff: Fanaye Aleka

CTBTO Req. No.: 2012-1825

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

WITHIN FIVE (5) DAYS

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

by telefax
+43-1-26030-5948

| | |
|--|---------------------|
| A: We shall submit our proposal | Company Name: _____ |
| By: _____ (date) | Contact Name: _____ |
| | Email/Tel: _____ |

| | |
|---|---------------------|
| B: We may submit and will advise | Company Name: _____ |
| By: _____ (date) | Contact Name: _____ |
| | Email/Tel: _____ |

| | |
|---|---------------------|
| C: We will not submit a proposal for the following reason(s) | |
| ___ our current workload does not permit us to take on additional work at this time; ___ we do not have the required expertise for this specific project; ___ insufficient time to prepare a proper submission; ___ we consider the funds are insufficient to carry out the work required; ___ other (please specify) _____ | |
| | Company Name: _____ |
| | Contact Name: _____ |
| | Email/Tel: _____ |

INSTRUCTIONS TO BIDDERS

OTHER REQUIREMENTS:

Language:
LCD display, Operating System and all documentation, including Installation and Operating Manuals, shall be in the English language.

CONDITIONS

| | |
|---|---|
| Delivery Terms (INCOTERMS 2000) and Destination | ♦ N/A (Services) |
| The Price | The price quotation shall include costs and expenses incurred by the Supplier for the full and proper performance of all obligations under the contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical, insurance and social security contribution). |
| Currency | Please quote in EURO or US\$ only. |
| Technical Quotation | Please provide detailed specifications of the maintenance offered. |
| Duration | The duration of the maintenance support is only for a period of one year (12 months). A renewal is subject to a written agreement by the Commission. |
| Validity of Quotation | Minimum 90 days as of the Closing Date. |
| General Conditions | License Agreement (Annex A) General Conditions of Contracts (See Annex B) |
| Taxes | <p>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 will be reimbursed by the Commission upon submission of the original supporting documentation. "Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the purchase order, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.</p> <p><i>(1) For Austrian companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order 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.</p> <p><i>(2) For European Union (EU) Companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order in respect of the goods/services shall be quoted separately or separately identified on the Proposal</p> |

| | |
|---------------|--|
| | <p>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).</p> <p><i>(3) For Non-EU Companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order 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 Purchase Order.</p> |
| Payment Terms | <p>At the start of the maintenance and within 30 days of receipt and acceptance of the following documents:</p> <ol style="list-style-type: none"> (1) Invoice(s) showing the firm fixed price of the maintenance service. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable); (2) Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; <p>Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.</p> |

OTHER INFORMATION

1. The Commission reserves the right to accept or reject bidder's quotation, partially or entirely, and to annul this procurement process at any time prior to award of the Purchase Order, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Commission's action.
2. The bidder shall include in its quotation documentary evidence of its qualifications to perform the Purchase Order which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the Purchase Order in its entirety and to provide spare parts and other necessary on-going services as required.
3. The bidder shall bear all the costs associated with the preparation and submission of the quotation and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this RFQ.
4. The bidder's price quotation shall be submitted in the English language, together with relevant technical literatures in duplicate, which shall also be in English.
5. The bidder's quotation shall be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of their organization. The quotation shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.
6. **The services and goods (if any) to be rendered under the Purchase Order/Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFQ. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.**
7. Before the deadline for submission of the quotations, any request for clarifications relating to the RFQ documents shall be directed in writing exclusively to the Chief, Procurement Section, attention to Procurement Staff in charge of this matter referred to in the RFQ cover letter herein. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the bidder.
8. From the deadline for submission of quotation until the written notification of award, no bidder shall contact the Commission on any matter relating to its quotation, except when responding to a request from the Commission for clarification. Any effort to influence the Commission in its evaluation of the quotation(s) or its award decision shall result in the rejection of the quotation.
9. **The Commission shall evaluate the compliance of the quotations with the RFQ requirements. Subject to its technical compliance, the quotation shall be examined for its contractual compliance and commercial acceptability. Based on the mentioned evaluation, the Commission will determine the quotation which is the "least costly technically acceptable". Deviation, if any, from the Commission's terms and conditions might be a factor in the decision of award.**
10. In case of an award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:
 - (a) The Purchase Order
 - (b) License Agreement (Annex A)
 - (c) General Conditions of Contracts (Annex B)
 - (d) The bidder's quotation (Annex C), if applicable

The quotation shall be submitted in writing to the address below:

Chief, Procurement Section
CTBTO PrepCom, Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
A-1400 Vienna, Austria
Tel. No. +43-1-26030-6350
Fax No. +43-1-26030-5948
Email procurement@ctbto.org

Bidders shall take note of the attached price schedule instructions when submitting the quotation.

Should there be items on our list that you cannot include in the quotation, we would appreciate you marking them, and returning the information to us, together with the names of any potential bidder(s) known to you. Please do this even if you cannot submit a quotation for any of the items and kindly don't forward the RFQ to any other parties without our knowledge.

Please confirm, within **two working days**, the receipt of this RFQ and your confirmation whether you will submit a quotation by the closing date mentioned herein.

| BIDDER'S STATEMENT PLEASE STATE BELOW & SUBMIT WITH PROPOSAL |
|---|
| Delivery Time: |
| Shipping weight (kg) and Volume (m ³) – if applicable: |
| List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> For a period of |
| Warranty period applicable (it shall be for a minimum of 24 months , starting from the acceptance of the goods/services by the Commission) – please tick below: <input type="checkbox"/> For a two year period <input type="checkbox"/> For a period of |
| Availability of local service in Vienna, Austria (if any): |
| State country of origin or assembly of all items quoted: |
| Quantity discount and early payment discount (if any): |
| Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required. Included in this quotation : Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Confirmation that the bidder has reviewed the Commission's Model License Agreement (if attached), the Commission's General Conditions for Goods (if attached), the Commission's General Conditions of Contract (if attached), Draft Contract (if attached), and the Special Conditions (if attached), and agreed to all terms and conditions. <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></div> |
| 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). <div style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable <input type="checkbox"/></div> |
| Remarks: Name: Name & Title of Contact Person: Signature & date: |

SAMPLE OF PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item. Delivery costs, and other estimated costs (e.g. customs duties, VAT, etc.) shall be quoted separately.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Commission to determine compliance of Bid with specifications as per Terms of Reference and/or Technical Specifications of this RFQ.
3. Currency: Please quote in EURO or US\$ only.
4. The format shown below shall be used in preparing the price quotation. The format uses a specific structure that may or may not be applicable but is indicated to serve as an example only.

| Price Schedule: RFQ for Goods/Equipment | | | | | |
|--|---|------|------|---------------|---------------------|
| Item No. | Description of Item | Qty. | Unit | Cost per Unit | Total Cost per item |
| | Item 1 | | | | |
| | Item 2 | | | | |
| | | | | | |
| | Item X | | | | |
| | Item Y | | | | |
| | Item Z | | | | |
| | | | | | |
| | | | | | |
| | EQUIPMENT TOTAL | | | | |
| | OTHER COSTS (if any) | | | | |
| | | | | | |
| | SUBTOTAL | | | | |
| | | | | | |
| | Estimated or Firm Fixed Delivery Costs* | | | | |
| | Estimated Taxes, if applicable* | | | | |
| | | | | | |
| | | | | | |
| | GRAND TOTAL (Free House, DDU or DDP as per the RFQ) | | | | |

Signature of Bidder:

Date:

***Note:**

1. Please show costs for delivery and taxes separately.
2. Delivery costs shall include packing, handling, insurance, shipment, custom clearance and local delivery to final destination.
3. Applicable taxes, when authorized prior to the award of the order, will be reimbursed by the Commission on the basis of actual amounts paid and documented.
4. Make it clear that the quoted charge is an estimate, by indicating "Estimate" or "Approx." or "Firm Fixed"
5. Estimated costs (other than taxes) shall mean that the Commission shall pay the actual cost, not to exceed the estimate by more than ten (10) percent, in the event of an order.

Please be informed that all open competitive tenders of the CTBTO are available on the Web.

For more information, please visit <http://www.ctbto.org/procurement>

ANNEX A

MODEL LICENSE AGREEMENT

1. PREAMBLE

- 1.1. This License Agreement is part of the Contract entered between the Supplier and the Purchaser.
- 1.2. The Supplier possesses the copyright of Software and documents to which the License relates.
- 1.3. The Supplier is willing to grant and the Purchaser desires to acquire a non-exclusive, non-transferable and irrevocable right as provided below.
- 1.4. The Parties agreed to the following by agreeing to the Contract.

2. DEFINITIONS

As used herein, the following terms shall have the following definitions:

- 2.1. "License Agreement" means the present document.
- 2.2. "Documentation" means the Supplier's copyrighted materials that document functions of the Software.
- 2.3. "Effective Date" means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.4. "Eligible Users" means the Purchaser's employees and/or direct contractors.
- 2.5. "Software" means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the General Conditions of Contract attached to the Contract, unless expressly otherwise defined herein.

3. GRANT OF RIGHTS AND LICENSES

- 3.1. The Supplier hereby grants the Purchaser a non-exclusive, non-transferable, irrevocable License to use the Software, under the terms and conditions set forth herein.
- 3.2. The Purchaser is authorized to use the Software only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Purchaser's own commercial and/or government customers. The Purchaser is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Purchaser agrees to protect the Software from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Purchaser is authorized to make copies of the Documentation provided by the Supplier only for internal distribution. Copies of the Software may be made by the Purchaser only for back-up and archival purposes.
- 3.6. The Purchaser agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.
- 3.7. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Supplier. The Purchaser acquires no title, right or interest in the

Software, other than the License(s) specifically granted herein by the Supplier and the title to the media upon which the Software is delivered.

4. RIGHTS AND OBLIGATIONS OF THE SUPPLIER AND PURCHASER

- 4.1. The Supplier shall supply to the Purchaser a properly functioning and fully tested Software system.
- 4.2. The Supplier shall provide the Purchaser with catalogues and other descriptive literature with respect to new versions, releases and/or upgrade of the Software.

5. WARRANTY

- 5.1. The Supplier warrants that the licensing and use of the Software by the Purchaser in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

6. INDEMNITY

- 6.1. If any claims of copyright infringement are asserted against the Purchaser by virtue of the infringement by the Supplier of a third party intellectual property rights through the grant of a Software License, the Supplier agrees upon written notification, of such claim by the Purchaser to indemnify, hold and save harmless the Purchaser from all necessary expenditures incurred by the Purchaser in the investigation of such claims, assist in preparation and in defence against same, and/or in settlement thereof, provided that the obligation of the Supplier shall be conditioned upon it being given prompt notice of such claim, the exclusive right to control and direct the investigation, defence and settlement of such claim and the complete cooperation of the Purchaser.
- 6.2. If, as a result of any suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Purchaser is enjoined, the Supplier shall, at its option and expense, either (i) procure for the Purchaser the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.
- 6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not

delivered by the Supplier, then the Supplier shall not be held liable.

7. INSOLVENCY AND BANKRUPTCY

- 7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate and declare the contract avoided under Clause 21. of the General Conditions of Contract.

General Conditions of Contract

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the

Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.

- (b) While present at the Commission's premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission's officials and the United Nations Security Staff.

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. EMCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not,

without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

17. DEFAULT BY THE CONTRACTOR

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

18. WITHHOLDING OF PAYMENT

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

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of

delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions

of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of

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

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

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

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.

- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

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

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

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be

attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

(h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:

- ◆ purchase order/Contract number;
- ◆ waybill number or equivalent reference number of the shipment (if any);
- ◆ number of boxes/cartons/crates/etc.;
- ◆ estimated time of departure (ETD);
- ◆ point of departure and name of freight carrier;
- ◆ estimated time of arrival (ETA) to final destination.

(i) The following documents shall be enclosed with the shipment in case of shipping by air:

- ◆ airway bill;
- ◆ proforma or commercial invoice;
- ◆ packing list.

(j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

(a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.

(b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

(a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;

(b) In the event of termination of production of the spare after delivery of the Goods:

- (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
- (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

19 September 2011

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

- a) 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) 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) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) 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) That 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) That 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.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

1. Name of Company:

2. Street Address:

3. Telephone:

P.O. Box :
City:

4. Fax :

Zip Code : Country:

5. E-Mail :

6. Contact Person:

Title:

7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)

8. Year Established:

9. Number of Employees:

10. Gross Annual Turnover (US\$m)*:

11. Annual Export Turnover (US\$m)*:

12. Type of Business/Products: Manufacturer ☐

Sole Agent ☐

Supplier ☐

13. Type of Business/Services/Work: Engineering ☐

Civil Work ☐

Governmental Institution ☐

14. References (your main customers, country, year and technical field of products, services or work): **

15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**

Organization: Value in US\$ Equivalent: Year:

Organization: Value in US\$ Equivalent: Year:

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

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

17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):

| Product/Service/Work # | Product/Service/Work Description |
|------------------------|----------------------------------|
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Questionnaire completed by:

18. Name: Title: Signature: Date:

19. Evaluated By: **FOR CTBTO USE ONLY** Initials Date:

20. Updated By: Initials Date:

21. Remarks:

22. Vendor Registration Number Allocated: Not Accepted: ☐

* 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.