

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2013-0260/AKIN
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn.: Sales Manager

CTBTO Contact: Murat Akin 
Tel. No.: +43 (1) 26030-6350
Fax No.: +43 1 26030 5948
E-mail: procurement@ctbto.org
Date: 12 Sep 13

Title of Request:

CMII CONFIGURATION MANAGEMENT CONSULTING SERVICES

Deadline for Submission: 14 Oct 13

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 quote the following items as per conditions listed below.

| Item | Description and Requirements | Quantity | U/M |
|------|--|----------|-----|
| 1 | Consulting services for application of the CMII approach to configuration management of the CTBT International Monitoring System (IMS) | 1 | Lot |

When preparing your quotation, please follow the attached instructions.

We are looking forward to receiving your quotation.

Yours sincerely,


Priscilla Torres,
Procurement Officer

ACKNOWLEDGEMENT FORM

| | |
|---|---------------------------------|
| Solicitation No: 2013-0260 | Closing Date: 14 Oct 13 |
| Title: CMII CONFIGURATION MANAGEMENT | Vienna Local Time: 17:00 |

Procurement Staff: Murat Akin

CTBTO Req. No.: 2013-1773

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

INSTRUCTIONS TO BIDDERS

| OTHER REQUIREMENTS: | |
|--|--|
| Language: All documentation shall be in the English language. | |
| CONDITIONS | |
| Delivery Terms (INCOTERMS 2000) and Destination | N/A (Services) |
| The Price | <p>In the financial quotation, you are required to define the following:</p> <p>(1) The applicable daily fee.</p> <p>The daily rates shall cover all cost and expenses incurred by the Contractor for the full and proper performance of all obligations under the Contract (including allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). The daily rates shall be firm and fixed and shall not be subject to escalation.</p> <p>(2) Travel cost shall be provided separately. Please specify the cost of travel by providing subsistence and travel costs, including daily subsistence expenses in Vienna and round trip travel expenses from the place of establishment of the bidder to Vienna, per person. These costs shall be firm and fixed and shall not be subject to escalation.</p> <p>In presenting the cost for each item, adequate justification and calculation must be included in the financial quotation.</p> |
| Currency | Please quote in EURO or US\$ only. |
| Personnel | <p>The Quotation should address Sections 2-5 of the ToR and should also contain:</p> <ol style="list-style-type: none"> 1) A copy of the CMII-C certificate of the proposed Key Contractor Personnel (Requirement 4.2 of the ToR). 2) A detailed resume of the proposed Key Contractor Personnel. 3) At least two project descriptions demonstrating compliance with the requirements in Section 4 of the ToR. 4) A brief (no longer than 400 words) description of the concept that the Bidder has of the IMS and its constraints and issues with regard to effective configuration management (Requirement 4.3 of the ToR). <p>In order to perform the Work efficiently and effectively, a demonstrated detailed understanding and knowledge of the CTBT, the Commission's activities, and the International Monitoring System is required.</p> |
| General Conditions | General Conditions of Contracts (see Annex A) |
| Warranty | The provisions of Article 28 of Annex A shall apply to the Services performed by the |

| | |
|-------------------------|---|
| | Contractor. |
| Privileges & Immunities | Nothing in or relating to the Purchase Order shall be deemed to constitute an express or implied waiver of any Privileges and Immunities of the Commission. |
| Other Documents | <p>Please submit, jointly with the Quotation, the following other documents:</p> <ul style="list-style-type: none"> - the Supplier's Statement; and - the Vendor Profile Form, in case you are not yet a registered supplier of the Commission; and - the Statement of Confirmation |
| Payment Terms | <p>Within 30 days of receipt and acceptance of the goods/services and of the following documents:</p> <ol style="list-style-type: none"> (1) Invoice(s) showing the firm fixed price of the services. 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; (3) The Supplier's Report/Revised Report, referred to in Section 5.2 of Annex B – Terms of Reference, accepted by the Commission, confirming the successful completion of the services; and (4) Any other relevant documents. <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 to be rendered under the Purchase Order 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 quotations 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) The Commission's General Conditions of Contracts (Annex A)
 - (c) Terms of Reference (Annex B), if applicable
 - (d) The bidder's quotation (Annex C),

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 5 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 QUOTATION |
|---|
| 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 General Conditions of Contract 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, 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.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Commission to determine compliance of Bid with specifications as per the Terms of Reference 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 Services | | | | | |
|-------------------------------------|---------------------------------|------|------|---------------|---------------------|
| Item No. | Description of Item | Qty. | Unit | Cost per Unit | Total Cost per item |
| | Item 1 | | | | |
| | Item 2 | | | | |
| | | | | | |
| | Item X | | | | |
| | Item Y | | | | |
| | Item Z | | | | |
| | | | | | |
| | | | | | |
| | SERVICES TOTAL | | | | |
| | OTHER COSTS (if any) | | | | |
| | | | | | |
| | SUBTOTAL | | | | |
| | | | | | |
| | Estimated Taxes, if applicable* | | | | |
| | | | | | |
| | GRAND TOTAL | | | | |

SAMPLE ONLY

Signature of Bidder:

Date:

***Note:**

1. Please show costs for taxes separately.
2. 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.
3. Make it clear that the quoted charge is an estimate, by indicating "Estimate" or "Approx." or "Firm Fixed"
4. 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>

CTBTO Member States

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

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 <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> | | | | | |
| 13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> | | | | | |
| 14. References (your main customers, country, year and technical field of products, services or work): ** | | | | | |
| 15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)** | | | | | |
| Organization: | | Value in US\$ Equivalent: | | Year: | |
| | | | | | |
| Organization: | | Value in US\$ Equivalent: | | Year: | |
| | | | | | |
| 16. Summary of any changes in your company's ownership during the last 5 years: | | | | | |
| | | | | | |

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

General Conditions of Contract

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

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

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

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

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. 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.

14 May 2013

ANNEX B

TERMS OF REFERENCE

PROVISION OF CONSULTING SERVICES FOR APPLICATION OF THE CMII APPROACH TO CONFIGURATION MANAGEMENT (CM) OF THE INTERNATIONAL MONITORING SYSTEM (IMS) NETWORK

1. BACKGROUND

1.1. The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO) is establishing an International Monitoring System (IMS) as part of the global verification regime foreseen under the Comprehensive Nuclear-Test-Ban Treaty to provide global monitoring for the detection of nuclear explosions. The System consists of a worldwide network of 321 seismic, hydroacoustic, infrasound and radionuclide monitoring stations supported by 16 radionuclide laboratories. The IMS facilities transmit data using a closed and secure satellite communications network based on very small aperture terminal (VSAT) technology: the Global Communications Infrastructure (GCI), to an International Data Centre (IDC) in Vienna. The IDC supports the verification responsibilities of the States Parties to the Treaty by providing products and services necessary for effective global monitoring. Further information can be found at www.ctbto.org.

1.2. The Commission has established specifications for the IMS monitoring stations and defined operational requirements and responsibilities in draft IMS operational manuals. The IMS monitoring facilities are owned and operated by the States hosting or otherwise taking responsibility for them. However, the Provisional Technical Secretariat (PTS) in Vienna, supervises, coordinates and ensures the operation of the IMS. IMS stations consist of new stations as well as existing stations that are part of other networks upgraded to meet IMS requirements. Once established and certified as meeting the requirements, the stations are operated by station operators, mostly from local institutions or original parent networks under contract or other arrangements and agreements with the Commission. About 90% of IMS network installations are completed and transmitting data.

1.3. The establishment and operation of the global IMS network poses unprecedented challenges. The network has high data availability and other operational requirements and many stations are located in remote parts of the world in extreme environments. The network includes existing infrastructure of multiple networks, station owners and operators. This makes it heterogeneous in terms of both the equipment and the organization and capabilities of the local institutions operating the network. The uncertain date of the entry into force of the Treaty and other political and budgetary factors add further complexity.

1.4. The CM interface between station operators and the PTS is defined in the IMS operational manuals. The PTS is responsible for the configuration management of IMS stations and must approve all configuration changes. However, the PTS faces formidable practical and political challenges in establishing accurate knowledge and control of the configuration of all IMS stations. The existing configuration management plan needs to be updated and more formally adopted within the organisation. The plan describes internal configuration management procedures and applies only to the in-service phase of the IMS and

its interfaces with other components of the verification system. Configuration management procedures are not sufficiently understood or followed. Improvements in the accuracy, completeness and updating of configuration management information held in documentation and databases, is also needed. The causes, among them: priority, resources, awareness and training, are being addressed. As part of the improvement effort, the PTS has adopted an approach based on CMII¹ guidance and principles.

1.5. The Commission outlines here the Terms of Reference (ToR) that the Contractor shall use as the basis for the provision of Consulting services for application of the CMII approach to configuration management of the International Monitoring System (IMS) network (hereinafter referred to as the “Work” or “Services”).

2. SCOPE OF WORK

2.1. The Commission is seeking expert consulting services in the CMII approach to configuration management to conduct a brief assessment/benchmark of current IMS CM and the proposed CM improvement against CMII requirements/guidance and to obtain recommendations in this regard.

2.2. The Work shall be completed by one Contractor Personnel who is a senior expert in configuration management in general and in the CMII approach in particular.

2.3. The Contractor Personnel will carry out the Work at the premises of the Commission in Vienna, Austria in order that the PTS can benefit from direct communication and interaction.

2.4. The Work shall not exceed four working days, where one working day is eight hours.

2.5. The Contractor Personnel will review available documentation, attend presentations and interview PTS staff.

3. WORK TASKS

The Contractor Personnel shall perform consulting services for application of the CMII approach to configuration management of the CTBT International Monitoring System (IMS) under the following Tasks:

- 3.1. Review the specific nature and constraints of the IMS.
- 3.2. Review current CM system.
- 3.3. Review the current CM improvement plan.
- 3.4. Review current IMS data management and plans.
- 3.5. Benchmark current system and plan against CMII requirements/guidance to identify gaps and issues.
- 3.6. Provide advice/recommendations appropriate to nature/constraints of the IMS.
- 3.7. Provide a presentation to PTS senior management.

¹ Institute of Configuration Management www.icmhq.com

4. REQUIREMENTS FOR THE CONTRACTOR PERSONNEL

- 4.1. Extensive experience with the CMII approach.
- 4.2. Must be CMII-C certified.
- 4.3 In order to perform the Work efficiently and effectively, a demonstrated detailed understanding and knowledge of the CTBT, the Commission's activities, and the International Monitoring System is required.
- 4.4 More than 15 years' experience working specifically with CMII approach in different environments, including commercial products, telecommunications, engineering systems, data management.
- 4.5 Demonstrated experience in implementing the CMII implementation and application approach, including CMII assessment guidance, in multiple application domains, preferably analogous to IMS systems.
- 4.6 Ability to communicate effectively, both orally and in writing.
Ability to analyse complex information and issues.
Ability to produce clear, concise briefs and reports.

5. DELIVERABLES

The following Deliverables shall be provided to the Commission:

- 5.1. A presentation to senior management summarizing the main findings and recommendations addressing the Work Tasks in Section 3. An electronic copy of the presentation in Microsoft Power Point or PDF format.
- 5.2. No later than two weeks after the work is completed in Vienna, an electronic copy in Microsoft Word format of a written report containing observations and recommendations addressing the Work Tasks in Section 3 (the "Report").

If the Commission considers the Report to be incomplete, the Commission will request the Contractor to take appropriate measures to satisfy its obligation under these Terms of Reference.

Complete information should be included in a revised report (the "Revised Report"), to be submitted to the Commission for review and approval within 2 weeks of the request by the Commission to take the abovementioned appropriate measures. The Revised Report shall be provided also in electronic format in English as indicated above.

All Deliverables are subject to review and acceptance by the Commission.

6. TIMELINE

The services shall be completed before the end of December 2013. The Commission will discuss the exact commencement date with the Contractor.