

Transmission

UK

TO:	ALL BIDDERS	FROM:	Neris Báez García Chief, Procurement Section
DATE:	23 June 2015	REF.:	RFP No. 2015-0109/SCOTT- HERON
FAX NO.:		FAX NO.:	+43 1 260 30 5948
TEL. NO.:		TEL. NO.:	+43 1 260 30 6350
EMAIL.:		EMAIL.:	procurement@ctbto.org
SUBJECT:	Request for Proposal – Provision and Installation of Diesel Generators at RN39, Kiribati		

Dear Sales Manager,

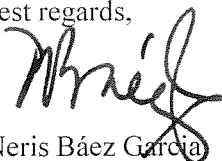
The Preparatory Commission for the Comprehensive Nuclear Test-Ban-Treaty Organization (hereinafter referred to as the “Commission”) hereby invites you to submit a proposal that meets the requirements of the attached documents.

Please be advised that the deadline for submission of proposals is **Thursday 17 July 2015, 17:00 hours Vienna Local Time.**

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

We are looking forward to receiving your proposal.

Best regards,



Neris Báez García
Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2015-0109 Title: PROVISION AND INSTALLATION OF DIESEL GENERATORS AT RN39, KIRIBATI	Closing Date: 17 Jul 2015 Vienna Local Time: 17:00
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Procurement Staff: Scott-Heron

CTBTO Req. No.: 0010003199

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)

- ___ 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 FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

This Request for Proposal (RFP) is for the supply and delivery of equipment and provision of services as described in the Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that the equipment are supplied and delivered and the tasks are accomplished expeditiously and at a reasonable cost.

2. Documents included in this RFP

This RFP consists of the following documents:

- a. Letter of Invitation
- b. These Instructions for Preparation and Submission of Proposals
- c. List of CTBTO Member States
- d. Statement of Confirmation
- e. Vendor Profile Form
- f. Annex A : Special Conditions
- g. Annex B : General Conditions of Contract
- h. Annex C : Terms of Reference

Note: In the event of an award, the Proposal will be incorporated as Annex D to the Purchase Order.

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

- (a) The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.

- (b) The Proposal shall be submitted 1 (one) original and 2 (two) copies, each clearly marked as an "Original Proposal" or "Copy of Proposal." In the event of any discrepancy between the documents, the original shall prevail.

Alternatively, the Proposal can be submitted by fax at +43-1 26030 5948 or electronically in PDF format at procurement@ctbto.org, provided it is duly signed by an official legally authorized to enter into contracts on behalf of your organization.

- (c) The Proposal shall be clearly marked as follows:

NAME OF PROJECT: *[Description indicated in the Letter of Invitation]*

CLOSING DATE: *[Date indicated in the Letter of Invitation]*

CTBTO REF. NO.: *[Number indicated in the Letter of Invitation]*

6. Mailing Address and Closing Date

- (a) The Proposal shall be sent to the following addressee:

Chief, Procurement Section
Room E0524
CTBTO, Vienna International Centre
Wagramerstrasse 5 - A-1400 Vienna
AUSTRIA
Fax: +43 1 26030 5948
E-mail: procurement@ctbto.org

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

7. Request for Clarifications and Contacting the Commission

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

E-mail: procurement@ctbto.org

Subject: Request for Clarifications re RFP No. 2015-0109

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

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

8. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

9. Type of Contract and Payment

The Commission intends to conclude a Purchase Order of which the terms and conditions of payment are described in Annex A.

(I) For the Work under Section 3.1 to 3.6 of the Terms of Reference, payment shall be made within 30 days of receipt and acceptance of the goods/services and of the following documents:

- (1) Invoice(s) showing price of equipment/goods, pre-paid packing and handling, transportation and freight, insurance, customs clearance and local delivery in Vienna Austria to CTBTO. The supplier shall submit 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 the Commission's email address specified in the Contract. 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 & insurance cost (if applicable);
- (2) Air Way Bill and Packing List;
- (3) Certificate of Origin (original) or equivalent;
- (4) Certificate of transportation insurance (copy);
- (5) Acknowledgement Copy of the Contract with Supplier's signature;
- (6) Installation / Revised Installation Report;
- (7) Any other relevant documents.

(II) For any or all of the options described under Section 6, payment shall be made within 30 days of receipt and acceptance by the Commission of the relevant Maintenance Report/Revised Maintenance.

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 Contract, 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.

"Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are

levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

10. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

Personnel

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

Statement of Confirmation

The attached Statement of Confirmation shall be duly signed and submitted together with the Proposal.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

Manufacturer's Part Number

The Proposal shall include the Manufacturer's Part Number for each Good required by the Commission under this Request for Proposal.

Description of Services

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

The total amount of man-days/work-hours proposed for the project as part of the "turn-key solution" (on-site as well as off-site) and their respective estimated allocation to different work-phases shall be specified clearly in the proposal. In any case it shall be sole responsibility of the Contractor to fulfil and complete the scope of work as specified in these Terms of Reference regardless of the actual number of man-days dedicated to a specific task.

The Proposal shall also provide any other relevant issue to which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guaranties in respect to any Equipment item.

Commission's Inputs

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

Upon request, the Commission will provide information (drawings, pictures, etc.) about existing infrastructure of the Site.

Delivery/ Time Schedule

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

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

Qualifications

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

Personnel

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

Sub-Contractors

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

Special Conditions and General Conditions of Contract

A statement that the bidder has carefully reviewed the Special Conditions (Annex A) and the General Conditions of Contract (Annex B) and is in agreement with all the terms and conditions.

Any request for deviations to the above conditions may be a factor in the award decision.

PART II: FINANCIAL PROPOSAL

In the financial Proposal, you are required to define the following:

- (i) The Total Purchase Order Price in EURO or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Purchase Order Price, indicating the **firm fixed price** for the following items:
 - (a) Unit price for each generator;
 - (b) Shipment cost;
 - (c) Unit price for each spare part and consumable item;
 - (d) Daily rate for labor for each of the tasks (Installation and Integration of Equipment, Testing, Training, Post Installation Services, etc.) mentioned in the Terms of Reference;
 - (e) Training materials, etc. as appropriate;
 - (f) Travel (per diem, accommodation, local transportation)
 - (g) Air ticket (most direct economic route from the Contractors premises to the Station).
 - (h) Costs agreed with sub-contractors (if any);
 - (i) Overheads (if any);
 - (j) Any other direct costs (insurance, communications, licenses etc. if not already included elsewhere).
- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Purchase Order Price.
- (iv) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

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

11. Completeness and Correctness of the Proposal

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

12. Validity of Proposal

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

13. Correction of Errors

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

14. Evaluation of Proposal

- (a) The technical evaluation shall include the following evaluation criteria:
 - (i) compliance of the equipment with the Terms of Reference;
 - (ii) Contractor's experience and qualifications;
 - (iii) Delivery/ completion schedule.
- (b) Subject to the conformance of the Technical Proposal to the Terms of Reference, the Financial Proposal shall be evaluated as follows:
 - (i) contractual compliance;
 - (ii) commercial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Proposal, which is the "least costly technically acceptable Proposal".

15. Negotiations of the Proposal

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

16. Modification and Withdrawal of Proposal

Bidders may modify or withdraw their Proposals after their submission, provided that written notice of the modification or withdrawal is received by the Commission by the closing date for the submission of the Proposal. The Proposal may not be modified subsequent to the closing date.

17. The Commission's Right to Reject the Proposal

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

18. Costs of preparation and submission of the Proposal

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

19. Proprietary Information

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

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

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

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

☐ For one year period ☐ 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:

☐ For a two year period ☐ 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 ☐ No ☐

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.

Yes ☐ No ☐

Remarks:

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

Yes ☐ No ☐ Not applicable ☐

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

CTBTO Member States

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

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

1. Name of Company:

2. Street Address:

3. Telephone:

P.O. Box :
City:

P.O. Box :
City:

4. Fax	:
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Zip Code :	Country:
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Zip Code :	Country:
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5. E-Mail :

6. Contact Person:	Title:
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6. Contact Person:	Title:
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7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)

8. Year Established:	
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9. Number of Employees:	
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10. Gross Annual Turnover (US\$m)*:	
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11. Annual Export Turnover (US\$m)*:

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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:

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:

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.

[illegible]

* 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.

PURCHASE ORDER No.

ANNEX A

SPECIAL CONDITIONS

These Special Conditions shall apply to the present Purchase Order and supersede the General Conditions of Contract whenever they are inconsistent with the latter. The provision of goods and services under this Purchase Order is hereinafter named as “Work”.

1. DEFINITION

“**Contractor’s Equipment**” means the equipment, materials, spare parts, tools, technical documentation and any other goods to be provided by the Contractor or its subcontractor(s) for the execution of the Work under this Contract.

2. RESPONSIBILITIES OF THE CONTRACTOR

2.1 Statement of Work

- (a) The Contractor shall execute the Work in compliance with the requirements of Annex C (Terms of Reference) and in accordance with the Purchase Order.
- (a) The Contractor shall be responsible for all deviations, discrepancies, errors or omissions for the Work, as well as the other technical documentation that the Contractor has prepared, whether or not they have been approved by the Commission.

2.2 Review of the Conditions of Sites

- (a) The Contractor shall visit the Site(s) and ascertain conditions and gather information pertaining to or affecting its Work under given conditions at the Site(s), including but not limited to:
 - (i) the condition of the surface and all structures thereon, both natural and artificial, the surface and ground water level and water supplies;
 - (ii) the nature, location and character of the Site(s) as well as available labour and equipment supply;
 - (iii) the quantity and quality of all materials, supplies, tools, equipment, labour and professional services necessary to complete the Work as required in this Contract; and
 - (iv) all pertinent national, local laws and Rules, in particular building permissions and construction regulations.

- (b) By executing this Contract, the Contractor hereby represents and warrants that it has examined the Site(s) and ascertained its physical and other conditions and considered the above mentioned issues at the Site(s) in view of the requirements of this Contract. None of the conditions or/and circumstances referred to in Clause 2.2 (a) above shall justify non-compliance with the provisions of this Contract.

2.3 Permits, Notices, Laws and Ordinances

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Purchase Order and that are legally required at the time the Proposal is received by the Commission.
- (b) The Contractor shall give all notices and comply with all laws and rules required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Purchase Order is not in accordance with applicable laws and rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

2.4 Protection of Persons and Property

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees at the Station and all other persons who may be affected thereby;
 - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off each the Station, which is under the care, custody or control of the Contractor or any of its subcontractor(s); and
 - (iii) other property at the Station or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and rules bearing on the safety of persons, property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents at the Sites/Station during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Clause 2.4(b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 2.4 (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or by anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex B.

2.5 Standard of Work

The Contractor shall furnish the highest skill and judgment and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Purchase Order. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Purchase Order.

3. GENERAL PROVISIONS

3.1 Entire Agreement

This Purchase Order represents the final agreement in respect of the Work and shall supersede all prior agreements and representations between the Parties, in this respect.

3.2 Entry into effect and Duration of the Purchase Order

This Purchase Order shall enter into effect upon its issuance and it shall remain in force until the parties fulfill their obligations hereunder.

3.3 Commencement and Completion of the Work

The Contractor shall commence the Work upon its written acknowledgement of the Purchase Order. The Work shall be completed in accordance with Annex C (Terms of Reference).

3.4 No Waiver

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Purchase Order.

3.5 Severability

If any term and/or provision of this Purchase Order is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this Purchase Order shall not in any way be affected or impaired thereby.

3.6 Contractor's Claims and Remedies

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of

the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overhead, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Purchase Order.

3.7. Delays and Extension of Time

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by its employee(s), or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by a revision to this Purchase Order in accordance to Clause 3.11 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 3.7(a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise the said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

3.8. Temporary Suspension of Work

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Purchase Order by giving 30 (thirty) days advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

3.9. Transmission of Notices, Invoices, Reports and other Documents

Notices, invoices, reports and any other documentation under the Purchase Order shall be delivered or sent to the relevant Party to the address indicated in Section 5 below or to such address or facsimile number or the email address as the Party may substitute by notice after the date of the Purchase Order.

The Contractor shall submit the Reports, as described in the Terms of Reference.

3.10. Effectiveness

- (a) Except as provided below, any communication in connection with the Purchase Order will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax or email, when received in legible form;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.

- (b) A communication given under Clause 3.10 (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

3.11. Purchase Order Revision

No modification of, or change in, this Purchase Order, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written revision of this Purchase Order.

3.12 Contractor's Equipment

- a. The Contractor shall deliver the Contractor's Equipment to the Site/Station and shall bear all the costs and risks related to such delivery to the Site/Station.
- b. The Contractor shall be responsible for the safety and storage of the Contractor's Equipment at the Site/Station until acceptance of the applicable Report/s specified under the Terms of Reference.
- c. In the event of loss or damage to any of the Contractor's Equipment during shipment, transportation, or storage, or in the event of the Contractor's Equipment being found defective, unusable or ineffective for the purpose for which it (they) was (were) supplied, the Contractor shall promptly replace or repair, at its own expense, such Contractor's Equipment by whatever means of transport or personnel services are most suitable and reasonable in the circumstance.

3.13 Insurance of Equipment

- a. The Contractor shall, without limiting its or the Commission's obligations and responsibilities under the Purchase Order, arrange and bear the costs of the insurance for the Contractor's Equipment from the date of purchase/shipment until the Commission's acceptance of the applicable Report/s specified under the Terms of Reference.
- b. In addition to the insurance requirements in Clause 9 of Annex B, the Contractor shall comply with the following requirements:
 - i. Insurance for the Equipment ordered under this Purchase Order and the Contractor's Equipment shall be arranged for the full replacement cost and for an additional sum of 10% (ten percent) of such replacement cost to cover any additional costs of and incidental to the rectification of loss or damage, including professional fees and the cost of demolishing and removing any part of the equipment and of removing any related debris.
 - ii. The Contractor shall, without limiting its or the Commission's obligations and responsibilities under the Contract, arrange and bear the costs of the insurance for the Equipment ordered under this Purchase Order from the date of purchase/shipment until the Commission's acceptance of the applicable Report/s specified under the Terms of Reference.

3.14. Warranty

Clause 28 of Annex B shall apply to the Work provided under Annex C. The warranty shall start at the date of the Commission's acceptance of the applicable Report/s specified under the Terms of Reference.

4. PRICE AND PAYMENT TERMS

- a) The price shall be as set out in the body of the Purchase Order and shall cover all expenses, incurred by the Contractor for the performance and completion of the Work.
- b) The Contractor shall not do any work, provide any materials or equipment, or perform any services that may result in any charges to the Commission above the firm fixed price items without the prior written consent of the Commission and a revision to this Purchase Order.
- c) The Commission shall make all payments in EURO /US to the Contractor on the basis of invoices submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt of the invoice(s) in original or electronically, provided that the Work has been satisfactorily completed and has been accepted by the Commission, and that the Contractor has returned the Acknowledgement copy of the Purchase Order (original No. 2 with the Contractor's signature) to the Commission.
- d) The Contractor shall submit each invoice in 1 (one) original and 2 (two) copies, or electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified herein. Each invoice shall contain the Purchase Order number and detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer, as well as bank address and branch number.

5. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

Notices, invoices, reports and other documentation under the Purchase Order shall be delivered or sent to the relevant Party as follows (or to such person/title, address, facsimile number or email address as the Party may substitute by notice after the date of the Purchase Order):

- a) The Commission:

For Contractual Issues:

Chief, Procurement Section

Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

Fax: + (43 1) 26030 5948

E-mail: procurement@ctbto.org

For invoices and related enquiries:

Accounts Payable

CTBTO Financial Services Section

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6292

E-mail: Payments@ctbto.org

b) The Contractor:

Notices to the Contractor shall be addressed to:

ANNEX B

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

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

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

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

PROVISIONAL TECHNICAL SECRETARIAT

**TERMS OF REFERENCE
FOR THE PROVISION AND INSTALLATION OF DIESEL GENERATORS AT RN39,
KIRIBATI**

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1. BACKGROUND

The Comprehensive Nuclear Test Ban Treaty (CTBT) bans nuclear explosions in all environments.

Under the CTBT, a global system of monitoring stations is being established to detect nuclear explosions. Among the network of the International Monitoring System (hereinafter referred to as “IMS”) 80 radionuclide stations are capable of detecting radioactive debris released into the atmosphere and 40 of them will be equipped with Noble Gas monitoring systems.

The IMS Radionuclide Station RN39, Kiribati (herein referred to as the “Site” or “Station”) is currently powered by three diesel generators. Two out of the three generators are malfunctioning and the third has reached its end of life. Therefore, there is an urgent need for new generators.

The Preparatory Commission for the Comprehensive Nuclear-test-Ban Treaty Organization (hereinafter referred to as “the Commission”) intends to conclude a contract with fixed prices with a company (hereinafter referred to as “the Contractor”) for the provision and installation of two diesel generators at the Radionuclide Station RN39, Kiribati (herein referred to as “Work”).

2. SCOPE OF THE WORK

2.1 General Requirements

- (i) The Contractor shall provide, install and test two diesel generators at the Site and ensure that the generators fulfil the essential criteria and requirements contained in CTBT/PTS/INF 58 Rev.8 or the version of the same in force at the time of issuance of the Purchase Order. *(This document is posted on CTBTO’s website, www.ctbto.org/service/procurement).*
- (ii) The generators provided by the Contractor shall meet the recommended criteria specified in CTBT/PTS/INF 58 Rev.8, unless otherwise agreed between the Commission and the Contractor.
- (iii) In addition, the Work under the Contract includes activities such as post-installation technical support and training. The Work shall fulfill the specifications and requirements as set out in these Terms of Reference.
- (iv) The Contractor shall take into consideration the local environment and infrastructure to host the generators at the Site and their potential impact on the installation and operation of the Station.

2.2 The Contractor shall perform the following Work under the Contract:

- (i) coordination and implementation of all necessary administrative procedures for transport, importation, installation and testing of the generators at the Site as described in Section 3.1;
- (ii) procurement and supply of the generators as described in Section 3.2;
- (iii) installation and integration of the generators at the Site as described in Section 3.3;
- (iv) testing as described in Section 3.4;

- (v) training as described in Section 3.5;
- (vi) provision of documentation as described in Section 3.6;
- (vii) reporting as described in Section 4;
- (viii) provision of optional post installation services, as described in Section 6.

The Commission reserves the right to monitor the progress of the Work at any time by deploying its staff or representatives to the Work Site.

3. WORK TASKS

3.1 COORDINATION AND ADMINISTRATIVE PROCEDURES

3.1.1 Local laws, codes, regulations, etc.

- (a) The Contractor shall ensure that the Work is performed in compliance with any national, municipal or local regulations, laws, building codes, licensing or permitting requirements at the Site that relate to the Work to be performed in accordance with these Terms of Reference. It shall be the Contractor's responsibility to obtain visas, licenses, permits or authorizations needed to carry out the Work under this Contract.

3.1.2 Liaison requirement

- (a) The Contractor shall liaise with the Commission, the Station Operator, and relevant local institutions as applicable and shall provide local coordination among them during all phases of the Project.
- (b) The Contractor shall keep the Commission informed of any exchange of relevant information between the Contractor and the Station Operator.

3.2 PROCUREMENT AND SUPPLY OF EQUIPMENT

- (a) The Contractor shall provide two air-cooled generators with a capacity of 30kVA, fitted with a long-run kit, and double-dipped (tropical) alternator windings. Air cooled diesel generators are in use elsewhere on the island, for their greater simplicity and reliability.
- (b) The generator engines shall be of very high quality, like Deutz F3L912 (original German-manufactured), or similar. The contractor shall provide a set of spare parts and consumables for two years for each of the generators.
- (c) The generator engines shall be controlled and protected by an appropriate control panel – e.g. Deep Sea Electronics 7110 controller, and appropriate circuit breakers.
- (d) The contractor shall provide Hot Air Ducting, Exhaust Piping, as well as Mesh Panels and a Ventilated Door for the generator container.
- (e) The Contractor shall be responsible for packing, shipment and insurance of the generators and related equipment during transport to the Site (including customs clearance and export licenses), as well as storage, if necessary.

3.3 INSTALLATION AND INTEGRATION OF EQUIPMENT

The contractor shall:

- a) Install the two new generators at the Site.
- b) Modify the generator Housing at the Site to allow better airflow to the engines of the generators. Fabricated ducting shall be installed to remove the hot air to the outside.
- c) Install a new automatic transfer switch between the two generators, if needed, or retain the existing automatic transfer switch.
- d) Remove the two malfunctioning generators.
- e) Fit the two engines to the existing container, which will require fuel, exhaust, and electrical connections. The two new generators shall be fitted by a qualified contractor in order to preserve the warranty of the generators.
- f) Fit the Variable Speed Drive (supplied by the Commission) to the Snow White Air Sampler.

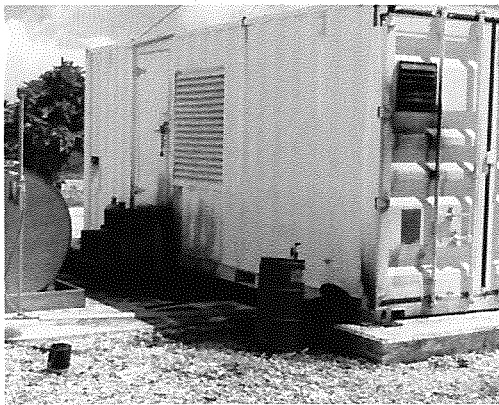


Figure 1: Current generator housing

3.4 TESTING

- a) The Contractor shall test the two new generators after installation in order to verify proper operation.

3.5 TRAINING

- a) The contractor shall train the local Station Operator on operation and maintenance of the two new generators.

3.6 DOCUMENTATION

The Contractor shall provide a user manual in English language for the generator including instructions for the operator such as:

- (i) Principles of functioning
- (ii) State-of-Health Monitoring

- (iii) Troubleshooting
- (iv) Preventive maintenance procedures
- (v) Consumables Handling
- (vi) Spare parts handling

4. REPORTING

4.1 INSTALLATION REPORT

(a) The Contractor shall provide to the Commission the Installation Report within 21 days from completion of the tasks described in Sections 3.1 to 3.6.

(b) The report shall contain:

- (i) A description of all Work specified in Sections 3.1 to 3.6. The report shall contain sufficient information for the Commission to determine the extent of Work carried out by the Contractor and to confirm that satisfactory progress in the performance of the Work has been achieved.
- (ii) A summary of the Testing.
- (iii) Copies of the shipping documents.
- (iv) Licenses, permits or authorizations relating to installation and operation of the generators, as applicable.
- (v) List of the equipment reference documentation (e.g. specifications, manuals, instructions and certificates).
- (vi) Lists of consumables and spare parts.
- (vii) Photographs, with descriptive captions, of all major elements of the generators during and after installation.
- (viii) An itemized inventory of all installed equipment, stating the value and year of acquisition for each item.

(c) If the Commission, after the review of the Installation Report, comes to the conclusion that any part of the Work has not been performed in accordance with the Terms of Reference or the Contractor's Proposal and/or the Commission requires further information or a remedial action on the part of the Contractor in respect of any part of the Work, the Commission will instruct the Contractor to submit such additional information and/or to carry out such remedial action.

The Contractor shall undertake any remedial action requested and provide a Revised Installation Report within 4 weeks of the Commission's instructions that describes the remedial action taken and contains the additional information requested to satisfy the instructions of the Commission.

5. TIME FRAME FOR DELIVERY AND INSTALLATION OF GENERATORS

The Contractor shall propose a Time Plan for the Work, as part of its Technical Proposal. The generators shall be delivered and installed as soon as possible, but not later than 6 months from issuance of the Purchase Order, unless otherwise agreed with the Commission.

6. OPTION

6.1 PROVISION OF POST INSTALLATION SERVICES

The contractor shall offer the following as options:

- i. Twelve (12) month visit to undertake post installation service and maintenance for the generators with list of proposed spare parts;
- ii. Twenty four (24) month visit to undertake post installation service and maintenance for the generators with list of proposed spare parts; and
- iii. Thirty six (36) month visit to undertake post installation service and maintenance for the generators with list of proposed spare parts.

The timeframe for completion of Work under any of the options described under 6.1 (i) to (iii) shall be agreed with the Commission.

Upon completion of Work under any of the options described under 6.1 (i) to (iii), the Contractor shall provide Maintenance Reports as described in Section 6.2 herein.

The Commission reserves the right to exercise any or all of the options.

6.2 MAINTENANCE REPORT

Upon completion of Work under any of the options described under 6.1 (i) to (iii)), the Contractor shall provide a Maintenance Report which shall contain:

- (i) A detailed description of all Work performed during a post installation service and maintenance visit.
- (ii) The amount of time and the resources (labor/man-power) utilized to carry out the Work.
- (iii) List of consumables and spare parts used at the maintenance visit.

The report shall contain sufficient information for the Commission to determine the extent of Work carried out by the Contractor and to confirm that satisfactory progress in the performance of the Work has been achieved.

If the Commission, after the review of the Maintenance Report, comes to the conclusion that any part of the Work has not been performed in accordance with the Terms of Reference or the Contractor's

Proposal and/or the Commission requires further information or a remedial action on the part of the Contractor in respect of any part of the Work, the Commission will instruct the Contractor to submit such additional information and/or to carry out such remedial action.

The Contractor shall undertake any remedial action requested and provide a Revised Maintenance Report within 4 weeks of the Commission's instructions that describes the remedial action taken and contains the additional information requested to satisfy the instructions of the Commission.