



**IAEA**

*Atoms for Peace*

الوكالة الدولية للطاقة الذرية  
International Atomic Energy Agency  
Agence Internationale de l'Énergie Atomique  
Международное агентство по атомной энергии  
Organismo Internacional de Energía Atómica

Wagramer Strasse 5, PO Box 100, 1400 Wien, Austria  
Phone: (+43 1) 2600 • Fax: (+43 1) 26007  
Email: Official.Mail@iaea.org • Internet: <http://www.iaea.org>

In reply please refer to:  
Dial directly to extension: (+431) 2600-

**IAEA Office of Procurement Services**

## **SEALED BID TENDER**

**Request for Proposal Number: BSA-2009-011 Date: 20.07.2009**

The International Atomic Energy Agency (IAEA) of the United Nations, Vienna, Austria hereby requests your firm fixed price proposal for the equipment and/or services listed below.

**IMPORTANT: THIS IS A SEALED BID TENDER**  
**FOLLOW THESE SUBMITTAL INSTRUCTIONS PRECISELY**  
**ANY ERROR MAY INVALIDATE YOUR BID**

**PROPOSAL DUE DATE: 2009-09-09 16:00**  
**Responsible Contracting Officer : Victor Okhrimenko**  
**E-mail: [v.okhrimenko@iaea.org](mailto:v.okhrimenko@iaea.org)**  
**Fax: <(43) 1 2600 7 22369**  
**Phone: <(43) 1 2600 22369**

1. Your proposal must be submitted in a **sealed envelope** (faxes or e-mails not accepted) and addressed as follows:

International Atomic Energy Agency  
Wagramerstrasse 5 / PO Box 100  
A-1400 Vienna, Austria  
**Attention: John Young, ARMS (SEALED BID)**

2. **ON THE OUTSIDE OF THE SEALED ENVELOPE** (as opposed to the courier packaging or mailing envelope) **the name of the firm submitting the bid** must appear along with:

**SEALED BID - PLEASE DO NOT OPEN**  
**FOR IAEA TENDER: BSA-2009-011**

3. **Proposals must be received by the IAEA in the sealed envelope by the due date and time given above. Proposals received after this WILL NOT BE CONSIDERED.**

BSA-2009-011Invit.

4. Cost and Technical Proposals must be submitted as SEPARATE VOLUMES according to the detailed instructions in the instructions below. **No prices may appear in the technical proposal.** Two copies of the cost proposal volume, two copies of the cost proposal volume **with all prices removed**, and three copies of the technical proposal volume must be submitted.

**Shipment: CPT 15 destinations** ( capitals of Tanzania, Cuba, Vietnam, Yerevan, Ivory Cost, Moldova, Angola, Bosnia & Herzegovina, DR Congo, Botswana, Thailand, Paraguay, Turkmenistan, Yemen, Chile).

**Electric Voltage Requirements for Equipment: 100/110/240V 50/60Hz**

**Language for manuals and training: English**

**Payment: Net 30 days.**

**For equipment with installation:** Following receipt of invoice with proof of shipment: 80 percent of the equipment price and all of the fixed freight price. Balance paid upon receipt of invoice with certification of acceptance of installation, training, and commissioning services by the end user. **For services:** Following receipt of invoice and certification of acceptance of deliverables as specified in order.

## **Annex 1 - Instructions to Bidders - Basic Supply Agreements**

### **Object of Tender**

The selected bidder or bidders will be asked to enter into a Basic Supply Agreement according to the draft attached for Shielded Laminar Flow Cabinet BSC Class II Type A with the International Atomic Energy Agency for the period from signature of the Agreement through *BSA* end date – 31 March 2012.

### **Background**

It is anticipated that during the course of *BSA* of the listed items will be procured. However the precise quantity will only be determined only during the course of project implementation or the calendar year. They cannot be planned, quantified, and aggregated in advance for consolidated large-scale purchase.

### **Note that:**

This Request for Proposal consists of the following parts:

Annex 1 - Instructions to Bidders

- a) Cost Proposal Contents
- b) Technical Proposal Contents
- c) Tender Data Requirements List (defines data items which are needed to evaluate the proposal and are to be delivered with the tender but not as part of the contract).
- d) Evaluation criteria

Annex 2 - Basic Supply Agreement

Annex 3 – Specification

Annex 4 - Common Supplier Registration Form

Annex 5 - Acknowledgement of Receipt of this Bid Request **To be sent back to the IAEA by fax within 3 working days after receipt of the Request for Proposal**

All bids must be in English. An order may be issued without further negotiation so your proposal should be made on the most favourable terms available. The IAEA reserves the right not to award any order to any of the bidders as a result of this request, and reserves the right to reject all bids or enter into negotiation with the lowest technically acceptable bidder.

Unless this request for proposal was publicly advertised, your bid may only be considered if you have been requested in writing to provide an offer by the IAEA Office of Procurement Services.

Bidders are responsible for ensuring their offers comply with all requirements of the request for proposal. Material errors or omissions by the bidder will result in your offer not being considered.

Any clarifications required by the bidder must be requested in writing (e-mail, fax, or letter) from the Contracting Officer in time for a reply to be issued well before the bid due date. Clarifications will be provided simultaneously to all known prospective bidders.

Unless publicly advertised, the Request for Proposal, and any related communications or documents, are strictly confidential and must not be disclosed to third parties or used for any other purpose than the preparation of your Bid. This obligation does not terminate after the award of the resultant Contract or Purchase Order.

Your bid will be kept strictly confidential by the IAEA before, during and after the award.

A Bidder may modify or withdraw a bid, subject to the modified bid or withdrawal notice being received by the IAEA before the due date in full accordance with the sealed bid instructions.

No bid may be modified after the deadline for submission. However the Contracting Officer may ask the Bidder for necessary clarifications during the bid evaluation process. The request for clarification and the response shall be in writing (e-mail, fax, or letter). Any clarifications requested by any person other than the Contracting Officer must be reported by the Bidder to the Contracting Officer immediately.

## Annex 1a: Cost Proposal Contents

The following points must be explicitly addressed in the Cost Proposal by number and in the order shown:

1. Cite our Request for Proposal Number referenced above.
2. Provide full contact details for questions regarding your proposal and those to be used on any resulting order or contract: legal name, address, telephone number, fax number, e-mail address, and contact person(s)
3. Indicate your own reference bid number and date of your bid
4. Return the draft Basic Supply Agreement attached, filled out with Annex A.
5. Note that any Value Added Tax (VAT) must be indicated separately. The IAEA does not have a VAT number. Contractors located in Austria will be paid the net amount plus VAT (the VAT is later recovered by the IAEA). Contractors located in EU countries will not be paid VAT, but will receive a certificate of the IAEA's VAT exemption with the contract or order.
6. Indicate the country of origin of goods or services.
7. Verify a minimum offer validity of 90 days.
8. Confirm acceptance of IAEA payment terms which are payment by check or bank transfer net 30 days after receipt of invoice and supporting documents as indicated above. You are requested to state any discount terms offered for early payment of invoices. IAEA does not prepay orders and does not issue letters of credit.
9. Confirm acceptance of IAEA Basic Supply Agreement and General Conditions of Contract included herewith. **No other conditions can be accepted.**
10. For catalogue-type BSA's: *Discount (blanket or schedule according to catalogue number or product category) you would agree under a BSA to the IAEA on your catalogue prices. Provide an electronic copy of your latest catalogue price list, and an electronic version of the catalogue with fuller descriptions of the catalogue items; or the necessary passwords and web addresses for accessing the priced catalogue on the Internet.*
11. Desired delivery and freight arrangements, for example: *Agreement that prices include delivery DDU IAEA Vienna, Austria or DDU IAEA Seibersdorf, Austria. If shipment to another international destination is indicated on the order, you will ship CPT that destination, pay the actual freight cost, and IAEA will pay that cost on receipt of your invoice accompanied by shipping documents.*

## Annex 1b: Technical Proposal Contents

1. General technical discussion demonstrating your understanding of the IAEA technical requirements and how your solution will meet them.
2. Provide the name, address, and telecommunications numbers for the nearest service representative for warranty, maintenance, and after-sales support.
3. Confirm that the proposal includes, for each item of equipment provided:
  - a. Sets of manuals in English (Or other language if specified above).
  - b. Essential accessories and supplies to allow immediate operation of equipment.
  - c. Complete set of cables for interconnection of all electronic units.
4. Confirm acceptance of Warranty in accordance with IAEA General Conditions with a minimum warranty period of twelve (12) months after delivery or 18 months after shipment, whichever comes first.
5. Indicate clearly on your proposal any items that require refrigeration or expedited handling due to their perishable nature or use of short half time isotopes.
6. Provide the information requested in the Tender Data Requirement's List.
7. BSA-specific requirements, such as: *Note any limitations you may have in supplying goods to countries subject to US or other national embargoes (do not consider UN*

- embargoes). Note that the IAEA reserves the right to order from other vendors for specific requirements if the BSA vendor cannot supply due to non-UN embargoes.*
8. Catalogue-type BSA specific requirements, such as: *Indicate your proposal and capability for conducting direct ordering with the Agency for your products. This means giving designated Agency end-users the capability to access your catalogue and order directly via the Internet. This should include capability for end-users to compose orders, but only other specific designated users allowed to finalize or place them. Also indicate if your system allows the end-user to input their own reference (or purchase order) number that will appear on invoices.*
  9. BSA-support requirements, such as: *Provide basic information concerning your company: names of officers, current annual sales volume, quality assurance approvals (ISO 9000 or other) you have received. Describe how you will support the BSA with the Agency (dedicate staff member or not, who will back-up that staff if they are unavailable, etc.)*
  10. Possible split-award, if applicable: *If the IAEA should decide to select more than one vendor for this basic supply agreement (for example, based on limited catalogue coverage of various bidders), advise if this would affect the discounts offer. If so, advise the discounts in the case of a non-exclusive arrangement.*
  11. Equipment-specific points: *Clarification if you can provide operating systems, software, and keyboards in other languages than English; and if so, in what languages.*

#### **Annex 1c: Tender Data Requirements List**

*This will be prepared by the requestor and contracting officer but will typically include,*

- Specification Compliance Matrix
- Any product brochures, manuals, or other materials you consider necessary for the Agency to fully evaluate your offer
- 
- 

#### **Annex 1d: Evaluation Criteria**

Any order will be awarded to the low bidder meeting the technical specification, taking into account the bidder's financial capability to undertake the Basic Supply Agreement, and provide required post-delivery maintenance and support.

## **Annex 2 - Draft Basic Supply Agreement**



WAGRAMER STRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA

**IAEA OFFICE OF PROCUREMENT SERVICES**

Fax No.: +43-1- 2600 29590

### ***BASIC SUPPLY AGREEMENT No:***

This Basic Supply Agreement (BSA) is made between the International Atomic Energy (hereinafter referred to as “the IAEA”) whose address is : Wagramerstrasse 5, P.O. Box 100, A-1400 Vienna, Austria and ..... (Hereinafter referred to as “the Supplier”) whose address is .....

WHEREAS the IAEA desires to procure equipment/supplies during the period from Entry into Force of the BSA through *BSA end date*.

WHEREAS pursuant to the IAEA’s Tender Number tbd for the procurement of office furniture, the offer of the Supplier was accepted;

NOW, THEREFORE, the IAEA and the Supplier hereby agree as follows:

### **Article 1**

#### **Scope of Work**

1. The Supplier shall provide the IAEA, as and when ordered, the supplies/equipment described in the Annex to this Agreement at the price/prices stipulated herein from Entry into Force through *BSA end date*.
2. Any requirement by the IAEA shall be made by Purchase Order issued by the IAEA.
3. The IAEA does not warrant that it will purchase any quantity of supplies/equipment in the Annex during the period specified in paragraph 1 of this Article.
4. Except for Article 2, any order made by the IAEA shall be governed by the General Conditions of Contract prescribed in the Purchase Order irrespective of any terms of this Agreement.

### **Article 2**

#### **Delivery and Lead Times**

1. The Supplier undertakes to deliver the supplies/equipment referred to in Annex to this Agreement after the receipt of an IAEA Purchase Order. In the event of unforeseen delays, the Supplier shall notify the IAEA Office of Procurement Services by fax or by e-mail and indicate the estimated time of delivery.

2. Prices include delivery DDU IAEA Vienna or DDU IAEA Seibersdorf. If another international destination is indicated on the order, then supplier will ship CPT destination indicated on the individual Purchase Order, and invoice actual freight costs.

3. Partial delivery of supplies/equipment under an individual Purchase Order shall not be permitted without written agreement of the IAEA Procurement Officer.

4. The delivery of replacement parts and removal of the original faulty parts during the warranty period shall be made at the expense of the Supplier.

### **Article 3**

#### **Changes in Conditions**

In the event of any advantageous technical changes and/or downward pricing of the services/supplies/equipment specified in the Annex to this Agreement during the duration of this Agreement, the Supplier shall notify the IAEA immediately. The IAEA shall consider the impact of any such event and may request an amendment of the Agreement.

### **Article 4**

#### **Privileges and Immunities**

Nothing in this Agreement shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

### **Article 5**

#### **Arbitration**

All disputes arising out of or relating to the interpretation or implementation of this Agreement which cannot otherwise be settled by the Parties shall be referred by any of them to arbitration for settlement in accordance with UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria and the language to be used in the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the Parties.

**Article 6**  
**Amendment**

No modification, or changes to this Agreement, or waiver of any of its provisions, shall be valid unless approved in writing by the duly authorized representatives of the Parties.

**Article 7**  
**Entry into Force**

This Agreement shall enter into force on the date of the last signature by the representatives of the Parties and shall remain in force until 31 December 2010 and may be renewed by mutual agreement of the Parties.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:	For .....(the Supplier)
_____ (signature)	_____ (signature)
_____ (name and title)	_____ (name and title)
_____ (place and date)	_____ (place and date)

=====

**Annex A**

*Bidder to provide priced list of goods / services to be provided according to  
template provided by contracting officer in draft BSA*

=====

**IAEA General Conditions of Contract**



### **Annex 3: Specification**

*To be provided by requestor in accordance with established standards. The document will be ready to use with any basic supply agreement, including the Contract Data Requirements List, and will not contain instructions or items related to the proposal preparation or evaluation.*

#### **Annex 4 - Common Supplier Registration Form**

To be included if you have not submitted a registration form with current information to the IAEA within the last two years.

## Annex 5 - Confirmation of Receipt

# TELEFAX

To : International Atomic Energy Agency, Vienna, Austria  
For the attention of : <Contracting Officer>

Fax no : +43-1-2600-29073 or +43-1-2600-29590

---

## ACKNOWLEDGMENT OF RECEIPT

RFP Number: <rfp number>

Closing date <yyyy-mm-dd hh:mm>

We have received the above mentioned Request for Proposal, and we will

(please mark the box next to  
the relevant text with "X") :

- submit a bid in response
- not submit a bid in response, due to :
  - requirements are outside our normal activities
  - insufficient time to prepare bid
  - present lack of resources to undertake more work
  - cannot accept IAEA General Conditions of Contract
  - other: \_\_\_\_\_


### FROM:

Company : .....

Address : .....

Tel. no. : ..... Fax. no. : .....

Contact person: ..... E-mail:.....

Signature: ..... Date : .....



## Annex 3

## SPECIFICATION



## 1. Scope

This specification describes the requirements for a

Shielded Laminar Flow Cabinet BSC Class II Type A EN-12469, NSF/ANSI Standard 49; ISO14644-1 EC-GMP Grade A (Class 100) environment for hospital radio-pharmacy aseptic dispensing within Nuclear medicine departments.

### Technical Characteristics

- Working area dimensions 1200 x 600 x 600 mm (w x d x h)
- Lead shielding with a thickness of 5mm
- Weight 2800 kg

### Main Characteristics

Supporting structure made in AISI 304 stainless steel with Scotch Brite finish, work area made in AISI 316L stainless steel with Mirror Brite finish. All the folds, as per the standard pharmaceutical, have curve radius that guarantee the easiest cleaning conditions. The laminar sheets welding are made of butt joints with argon atmosphere TIG method reverse take. Join welding with TIG method in argon atmosphere. The welding strings are smoothed and ground.

### Shielding

The shielding is in lead with a thickness of 5mm and is found in:

- The work top
- The back wall
- The lateral walls
- The front sliding protection with lead glass window.

The lead shielding is enclosed in continuous stainless steel covering for total decontamination.

The 5mm thick shielding is made using lead plate with recesses that provide continuous shielding.

### Work Area

The work area is made of one AISI 316L stainless steel, 3 mm thick laminar cabinet.

The top represents a solution of continuity with the walls:

this guarantees a perfect seal of the liquids and facilitates the operations of cleaning and decontamination.

The working area is fitted with a pneumatic elevator for vial calibration, with internal door connecting to the generator area (n.2 generator), with an access to the waste area, with electric sockets.

### Standard accessories inside the cabinet:

- lighting with cold-light lamps
- N.1 panel with electrical feeding sockets with individual control through external pushbutton;
- N.1 calibrator lift unit
- N.1 dose calibrator with shielding Pb40.
- N.1 waste Compartment Pb20;
- N.1 generator Compartment Pb40
- N.2 AISI 316 1/8" steel fluid feedinglines with SWAGELOK ball shut off valves and plate for fluid identification
- N.2 AISI 316 6mm steel fluid feeding line with SWAGELOK ball shut off valve and plate for fluid identification
- N.2 manometers which respectively indicate the clean state of the LAF filters, outlet absolute filter and carbon filter.



#### Technical Data

- Stainless steel sheet AISI 304: external casing
- Stainless steel sheet AISI 316L: internal Cabinet
- Stainless steel sheet thickness (working area)  $\neq$  3 mm
- Hood classification Class A
- Total mass Kg 3000
- Purity of the lead (level) % Pb @ 98% + Sb @ 2%
- Shielding (Pb) 5 mm
- nr.2 LAF filters Absolute filters (HEPA - H14)
- nr. 1 absolute filter for air outlet Absolute filters (HEPA - H14)
- nr. 1 carbon filter for air outlet active charcoal

#### Prechamber For Generator Compartment

This cabinet is provided with a system for the storage and handling of Tc99m generators. Inside the shielded

compartment, a platform is provided, allowing to store up to two round and square generators: the generator

supporting plate is capable of holding either type of generators with no need to make additional changes.

A pneumatic command allows to select the generator that has to be used. A pneumatic elevator brings the

generator to the worktop for a easy and safe elution.

The access to the generator compartment is possible opening an hinged shielded door (Pb. 20) provided with a static gasket.

The system commands are located on the upper panel of the cabinet.

Shielding: Pb. 40 mm

#### Air-Tight Waste Compartment

The waste produced inside the cabinet may be stored into the special air-tight shielded compartment located in the lower part of the cabinet. Waste is dropped through a hole provided with a shielded plug located on the worktop. The waste compartment includes a container.

Shielding: Pb. 20mm

#### Pneumatic Elevator For Calibrator

A pneumatic elevator allows the syringes or vials calibration to reduce the exposure of the operator's hands; it is fitted with a container in low-density material.

#### Dose Calibrator

The cabinet is provided with a dose calibrator with an ionization chamber separated from the measuring instrument. This ionization chamber is positioned inside the cabinet, below the worktop. The ionization chamber is equipped with an air-tight flange and a work top.

#### Electrical Panel

In conformity with the EC standards. It has the general safety switch.



### Air Quality – Laminar Flow

The upper wall has two HEPA absolute filters (eff. 99,995% - M) which cover the entire work area (LAF zone). All the internal hood volume is continuously washed with a parallel current air flow and with a minimum speed gradient. The air mass is moved by two ventilators which circulate the air through the HEPA absolute filters. The flow is directed downwards by vertical direction and then it returns to the ventilator through the Plenum.

The content of the particulate matter in the air is in conformity with the ISO14644-1 and ECGMP requisites:

For Class A (at rest) < 3520 part/m<sup>3</sup> for particle  $\geq \varnothing$  0.5  $\mu$ m and

For class ISO 5 (at rest) < 3520 part/m<sup>3</sup> for particle  $\geq \varnothing$  0.5  $\mu$ m and

< 832 part/m<sup>3</sup> for particle  $\geq \varnothing$  1.0  $\mu$ m

< 29 part/m<sup>3</sup> for particle  $\geq \varnothing$  5.0  $\mu$ m

The flow speed meets the critical area (Class A) characteristics requested by the EEC-GMP directive: 0,45 m/sec  $\pm$  20%

The air is aspirated from the grids at the base of the front hood, and partly passes under the work level and after passing through the HEPA filter, is introduced into the work chamber. A small fraction of the air mass (30 %) is extracted by the cabinet through a ventilator.

The outlet air is filtered by an absolute filter and by a carbon filter.

The status of filters obstruction is continually monitored by manometers and by an additional warning light located on the control panel.

## 2. Packing

The system, for the shipment to the End-User, shall be packed in accordance with international standards that are applicable for the shipment by air of this kind of equipment.

## 3. Quality Requirements

The System shall be manufactured, shipped and installed in accordance with the ISO 9000 quality assurance system or an equivalent quality assurance system.

The contractor shall document the compliance with his quality assurance system.

Safety and GMP grading

Testing and Acceptance

The System, prior to shipment, shall be tested for conformance of the System with manufacturer's performance specifications and the minimum requirements specified herein.

The results of the testing of the System shall be documented by the Contractor in an acceptance protocol that shall be signed by the End-User.

## 4. Installation and Training

The Contractor shall provide one day training for up to three staff of the End-User in the operation and maintenance of the System at the End-User's location immediately after the installation of the System.

## 5. Deliverable Data Items

The Contractor shall provide two complete sets of operation and servicing manuals and technical drawings in the English language or other UN languages.



# COMMON SUPPLIER REGISTRATION FORM\*

## Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address:  Postal Code:                      City:  Country:	3. P.O. Box and Mailing Address:
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Parent Company (Full legal Name) :	
10. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):	
11. Type of Business (Mark one only) : Corporate/ Limited: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other (specify):	
12. Nature of Business: Manufacturer : <input type="checkbox"/> Authorised Agent: <input type="checkbox"/> Trader : <input type="checkbox"/> Consulting Company: <input type="checkbox"/> Other (specify):	
13. Year Established :	14. Number of Full-time Employees:
15. Licence no./State where registered:	16. VAT No./Tax I.D.:
17. Technical Documents available in : English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify)	
18. Working Languages : English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify)	

## Section 2: Financial Information

19. Annual Value of Total Sales for the last 3 Years: Year ____: USD _____million      Year ____: USD _____million      Year ____: USD _____million
20. Annual Value of Export Sales for the last 3 Years: Year ____: USD _____million      Year ____: USD _____million      Year ____: USD _____million
21. Bank Name:                      Swift/BIC Address:  Address:
22. Bank Account Number:                      Account Name:
23. Please provide a copy of the company's most recent Annual or Audited Financial Report. If available, please provide Credit Rating by Dun and Bradstreet or equivalent:



**Section 3: Technical Capability and Information on Goods / Services Offered**

24. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

25. International Offices/Representation (Countries where the Company has local Offices/Representation):

26. For Goods only, do those offered for Supply conform to National/International Quality Standards?

Yes ☐

No ☐

27. List below up to fifteen (15) of your Core Goods/Services offered:

UNCCS Code	UNCCS Description (one Line for each Item)	National/International Quality Standard to which Item conforms

**Section 4: Experience**

28. Recent Contracts with the UN and/or other International Aid Organizations:

Organization:	Value:	Year:	Goods/Services Supplied:	Destination:
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____
_____	USD _____	_____	_____	_____

29. To which Countries has your Company exported and/or managed Projects over the last 3 Years?

**Section 5: Other**

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)	
Yes <input type="checkbox"/>	No <input type="checkbox"/>
31. Please list any Disputes your Company has been involved in with UN Organizations over the last 3 Years:	
32. List any National or International Trade or Professional Organizations of which your Company is a Member.	
33. Certification: I, the undersigned, hereby accept the basic IAEA General Conditions of Purchase, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:	
Name	Functional Title
Signature	Date

**NOTE:** Please be informed that a number of Procuring Entities of the UN system have decided not to do business with companies or any of their affiliates or subsidiaries, which engage in any practice inconsistent with the rights set forth in the convention on the Rights of the Child, regarding certain protection applicable to children performing work, or engage in the sale or manufacture of anti-personnel mines, or any significant component produced primarily for the operation thereof.

**Please return completed form (fax or mail) to:**

**International Atomic Energy Agency**  
**MT Office of Procurement Services**  
**Wagramer Strasse 5, P.O. Box 100**  
**A-1400 Vienna, Austria**  
**Fax: + 43 (1) 2600 29073**

## INSTRUCTIONS FOR COMPLETION

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in USD millions.
20. Provide the total export sales for the organization for the last 3 financial years in USD millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report. If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNCCS code and describe them according to the UNCCS description. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of UN organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 7 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.
30. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.e. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
31. List all disputes with UN organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.
32. Provide details of all national and international trade or professional organizations to which your company belongs.
33. Please read the enclosed IAEA General Conditions of Purchase carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

## GENERAL CONDITIONS OF CONTRACT



IAEA International Atomic Energy Agency

1. **OFFICIALS NOT TO BENEFIT** The Contractor warrants that no official of the IAEA has been or shall be admitted by it to any direct or indirect benefit arising from the Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

2. **LEGAL STATUS** The Contractor shall be considered as possessing the legal status of an independent contractor vis-à-vis the IAEA and shall not be entitled to act as an agent of the IAEA. The Contractor shall be solely responsible for all claims arising from or relating to the Contractor's engagement of its employees, consultants and contractors.

3. **SOURCE OF INSTRUCTIONS** The Contractor shall neither seek nor accept instructions/restrictions from any authority external to the IAEA in connection with the performance of its services under the Contract. The Contractor shall refrain from any action which may adversely affect the IAEA and shall fulfil its commitments with the fullest regard for the interests of the IAEA.

4. **RESPONSIBILITIES OF THE CONTRACTOR** The Contractor shall perform the work under the Contract in accordance with applicable laws, norms, standards and regulations, including those of the IAEA. The Contractor shall be responsible for the professional and technical competence of its employees and will select for work under the Contract reliable individuals who will perform effectively in the implementation of the Contract.

5. **ASSIGNMENT** The Contractor shall not assign, transfer, pledge or make any other disposition of the Contract or of any part thereof or of any of its rights, claims, liabilities or obligations under the Contract without the prior written consent of the IAEA. Any such unauthorized assignment, transfer, pledge or other disposition shall not be binding on the IAEA.

6. **SUB-CONTRACTING** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the IAEA for all sub-contractors. The approval of the IAEA of a sub-contractor shall not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and in conformity with these general conditions of contract.

7. **INDEMNIFICATION** The Contractor shall not hold the IAEA and its officials, agents and employees liable for death or injury to persons or damage to property of third parties or of the Contractor and the Contractor shall indemnify, hold and save harmless and defend, at its own expense, the IAEA, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of the Contract. This provision shall extend to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property.

8. **INSURANCE AND LIABILITY TO THIRD PARTIES** The Contractor shall provide and thereafter maintain insurance against all risks in respect of the goods, its property and any equipment used for the execution of the Contract. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with the Contract. Except for the workmen's compensation insurance, the insurance policies under the provision shall: (i) name the IAEA as additional insured; (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against the IAEA; and (iii) provide that the IAEA shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. The Contractor shall, upon request, provide the IAEA with satisfactory evidence of the insurance required under this provision. Any amounts not insured, not recovered from the insurer or not claimed by the Contractor shall be borne by the Contractor.

9. **ENCUMBRANCES/LIENS** The Contractor shall not permit any lien, attachment or other encumbrance by any person to remain on file in any public office or on file with the IAEA against any moneys due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

10. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS** All intellectual property rights, including without limitation all copyrights and patents, in and to any material produced and invention produced by the Contractor, its employees and sub-contractors in the performance of services pursuant to the provisions of the Contract shall exclusively be vested in the IAEA. At the IAEA's request, the Contractor shall take all necessary measures and assist in securing such proprietary rights and transferring them to the IAEA in compliance with the requirements of applicable law.

11. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE IAEA** The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with the IAEA. Also the Contractor shall, in no other manner whatsoever use the name, emblem or official seal of the IAEA or any abbreviation of the name of the IAEA in connection with its business or otherwise.

12. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION** All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled or received in connection with the Request for Proposal or the Contract shall be the property of the IAEA, shall be treated as confidential and shall be delivered only to IAEA authorized officials on completion of the bidding process or on completion of the work under Contract, if awarded. The Contractor shall not use any information acquired or developed in the course of the provision of services under the Contract for any purpose not authorized by the IAEA. No written material provided to the Contractor shall be copied without written authorization from the IAEA and all such material shall be returned to the IAEA after completion of the services. The Contractor shall not communicate to any person or government any information made available to it under the Contract which has not been made public, except in the course of the performance of its obligations pursuant to the Contract or by authorization of the Director General of the IAEA. The Contractor shall require compliance with the provision by its staff, employees and agents selected for work under the Contract.

13. **WARRANTY** The Contractor shall provide the IAEA with all manufacturers'/industry warranties, including but not limited to a warranty for a period of twelve months as of the date of acceptance of the goods, including any software deliverable, or, if no claims for defects or non-conformities are made, the date falling 18 months after shipment, whichever date is earlier, that the goods are new and unused, sound, of good quality, free from defects in workmanship, material and design, are fit for the purposes ordinarily used and for any purposes expressly made known to the Contractor and conform with the requirements and specifications of the IAEA. If there are defects or non-conformities and it is not possible to restore the required operation of the goods or parts thereof, the Contractor shall, at the discretion of the IAEA, either provide an alternative solution and reduce the contract price accordingly or return the goods or parts thereof and reimburse any payments made by the IAEA under the Contract. Spare parts shall be kept available until at least five years after the delivery of the goods.

14. **DELIVERY** The Contractor shall deliver the goods in accordance with terms specified in the Contract. Delivery terms shall correspond to the relevant INCOTERMS valid as of the date of the Contract. Risks of losses and damages during transportation shall be borne as set forth in the

relevant INCOTERMS. Partial deliveries for goods requiring customs declarations must be agreed in advance with the IAEA. The Contractor shall be solely liable for all transport arrangements, including the payment of related costs and expenses. The Contractor shall package the goods appropriately for the modes of transport to be used (land, sea, air) in accordance with top industry standards and, where appropriate, the relevant international modal dangerous goods regulations, including, at a minimum, the "Regulations for the Safe Transport of Radioactive Material", 2005 Edition, TS-R-1 and any revisions thereto. Necessary protective measures shall be taken by the Contractor to prevent damage from moisture, rain, rust, shock and corrosion according to the different characteristics and requirements of the goods in order to ensure that the goods remain safe and sound until arrival at their final destination. The Contractor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

15. **NATIONAL PERMITS/AUTHORIZATIONS** The Contractor shall be responsible for obtaining all permits and licenses necessary for the export and transport of the goods and performance of the services under the Contract. The Contractor shall fully cooperate in the issue/obtaining of any import permits.

16. **ACCEPTANCE** The IAEA shall have a reasonable time after delivery of the goods/services to inspect/test them and to reject and refuse acceptance of goods/services that do not conform to the IAEA requirements or specifications; the payment for goods/services shall not be deemed an acceptance of the goods/services. With respect to goods, the IAEA reserves the right to inspect the goods at the Contractor's facility, during manufacture, in the ports or places of shipment and the Contractor shall assist and provide all facilities for such inspections. Inspections prior to shipment shall not relieve the Contractor from any of its contractual obligations.

17. **DEFAULT** In case of failure by the Contractor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licences or to make delivery of all or part of the goods/services by the agreed delivery date or dates, the IAEA may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (i) procure all or part of the goods/services from other sources, in which event the IAEA may hold the Contractor responsible for any additional costs beyond the balance of the Contract price resulting from any such procurement, including the costs of engaging in such procurement; (ii) refuse to accept delivery of all or part of the goods/services; (iii) terminate this Contract. The IAEA shall not be liable for any payments that may due in connection with goods/services that have been provided or expenses that have been incurred by the Contractor in the event of material defaults.

18. **FORCE MAJEURE AND OTHER CHANGES IN CONDITIONS** Force majeure shall mean acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature of force. In the event of and 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 IAEA of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Contractor shall also notify the IAEA of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under the provision, the IAEA shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract. If the Contractor is rendered permanently unable, wholly, or in part, to perform its obligations and meet its responsibilities under the Contract, the IAEA shall have the right to terminate the Contract upon seven (7) days' prior notice.

19. **TERMINATION** The IAEA may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. Should the Contractor be 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 IAEA 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. Where notice of termination is given, the Contractor shall, as from the date of receipt of such notice from the IAEA, as appropriate, take immediate steps to bring the work and services to a close in a prompt and orderly manner, shall reduce expenses to a minimum and shall not undertake any forward commitment. On termination, the IAEA shall only pay the Contractor for work satisfactorily performed prior to termination and in conformity with the express terms of the Contract. Any termination of this Contract shall be without prejudice to any other rights or remedies that a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

20. **SURVIVAL** The obligations set forth in clauses 7, 10, 11, 12 of these General Conditions of Contract shall not cease upon the expiration or termination of the Contract.

21. **SETTLEMENT OF DISPUTES** Any disputes arising out of or relating to interpretation or implementation of the Contract, which cannot otherwise be settled by the Parties, shall be referred by either Party to arbitration for settlement in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Vienna, Austria. The language of the arbitration shall be English. The decisions of the arbitrator shall be final and binding on the Parties.

22. **PRIVILEGES AND IMMUNITIES** Nothing in the Contract shall be construed as a waiver of the privileges and immunities accorded to the IAEA by its Member States.

23. **TAX EXEMPTION** The Contractor shall not invoice or charge the IAEA for any taxes, fees or dues, unless required to do so by the relevant national authorities after consideration of the privileges and immunities accorded to the IAEA by its Member States. Any such requirement shall be in writing and submitted to the IAEA. If it is determined that any exempt taxes have been included in the price, the IAEA may deduct the exempt amount at the time of payment. Payment of such reduced amount shall constitute full payment by the IAEA.

24. **AUDIT** Each invoice paid by the IAEA shall be subject to a post-payment audit by auditors, whether internal or external, of the IAEA or by other authorized or qualified agents of the IAEA at any time during the term of the Contract and for a period of three (3) years following the expiration or termination of the Contract. The IAEA shall be entitled to a refund from the Contractor for any amount shown by such audits to have been paid by the IAEA other than in accordance with the terms and conditions of the Contract.

25. **NOTICES** Service of notice shall be in English and shall be valid if sent by registered mail, fax or e-mail to the address of the party concerned, set out in the Contract.

26. **AMENDMENTS** The Contractor acknowledges that only a duly authorized Contracting Officer possesses the authority to agree on behalf of the IAEA to any modification or change in the Contract, to a waiver of any of its provisions or to any additional contractual obligation or relationship of any kind with the Contractor. Accordingly, no modification, change, waiver or additional contractual obligation or relationship shall be valid and enforceable against the IAEA unless provided by a valid written amendment to the Contract signed by the Contractor and a duly authorized IAEA Contracting Officer.