

## REQUEST FOR PROPOSAL

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**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2019-0209/POGGIO  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

*PK*

**Attn:**

Phone:

Fax:

Email:

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

**Fax No.:** +43 (1) 26030 5948

**E-mail:** procurement@ctbto.org

**Date:** 21 Oct 19

**Subject:** Call-off contract for "User Experience and Web Application Design  
Improvements for CTBTO"

**Deadline for Submission:** 08 Nov 19

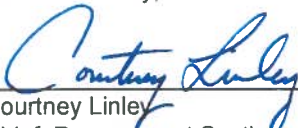
**Vienna Local Time:** 17:00

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

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

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

Yours Sincerely,

  
\_\_\_\_\_  
Courtney Linley  
Chief, Procurement Section

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

RFP 2019-0209/POGGIO  
“User Experience and Web Application Design Improvements”

### 1. General

This Request for Proposal (RFP) is for the provision of services and supply and delivery of equipment 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 services 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 with its Attachments:
  - Attachment 1: Mandatory Table of Contents and Format of the Technical Proposal
  - Attachment 2: Technical Evaluation Criteria
  - Attachment 3: Format of the Financial Proposal
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (a) The Commission’s Model Contract and its Annexes A – B;
  - o The Commission’s General Conditions of Contract (Annex A)
  - o Terms of Reference (Annex B)

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

### 3. Amendment of RFP Documents

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

### 4. Language of the Proposal

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

### 5. Format and Submission of the Proposal

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

The Proposal shall be submitted in **two sealed envelopes**.

- a) One sealed envelope shall contain 1 (one) original of the Financial Section of the Proposal clearly marked as “*Financial Proposal*”.
- b) The second sealed envelope shall contain 1 (one) original of the Technical Section of the Proposal marked as “*Technical Proposal*”
- c) The second envelope shall also contain a memory stick or CD with:
  - 1(one) pdf of the Financial Proposal without prices, and
  - 1(one) pdf of the Technical Proposal

No pricing/financial information shall be included in the Technical Proposal. Note however that the list of any items to be provided (without the prices) shall be included in the Technical Proposal.

The envelope shall be clearly marked as follows:

NAME OF PROJECT: “User Experience and Web Application Design”

CLOSING DATE: 8 November 2019

CTBTO REF. NO.: RFP 2019-0209/POGGIO

"DO NOT OPEN BEFORE THE CLOSING DATE"

## 6. Mailing Address and Closing Date

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

Chief, Procurement Section  
Office E0918  
CTBTO, Vienna International Centre  
Wagramer Strasse 5  
A-1400 Vienna  
AUSTRIA

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

Proposals sent by e-mail - even if they are submitted before the Closing Date as an “Electronic Advance Copy” for the subsequent submission of the same Proposal as a hard copy - will not be considered and may lead to the rejection of the bidder from the procurement process

## 7. Request for Clarifications and Contacting the Commission

The Commission will respond to request for 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 **10 (ten)** 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](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re RFP 2019-0209/POGGIO  
Web Application Design

The Commission will make all reasonable efforts to issue the clarifications not later than 7 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 firm fixed price contract based on the attached Model Contract. The terms and conditions of payment for the services are described in Clause 12 of the attached Model Contract.

**10. Preparation of the Proposal**

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

**PART I: TECHNICAL PROPOSAL**

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

**Format of the Technical Proposal**

The Technical Proposal shall be structured as per Attachment 1 ("Mandatory Table of Contents and Format of Technical Proposal") to this RFP and contain, but not necessarily be limited to, the following information:

**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.

**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.

**Commission's Inputs**

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

**Qualifications**

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

**Personnel**

Please define how many persons will be involved in the activities and their area of responsibility. Provide the Curriculum vitae of the key staff proposed for the Work under the Contract, including technical experience to perform the Work.

Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

**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.

**Delivery Schedule**

Delivery time (start of work) shall be indicated in weeks after the signature of the Contract and shall be firm during the validity of the Proposal.

**Model Contract**

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

**Statement of Confirmation – Vendor Profile Form**

The attached Statement of Confirmation and Vendor Profile Form (if not submitted to the Commission in the past) shall be duly signed and submitted together with the Proposal.

The Technical Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

**PART II: FINANCIAL PROPOSAL****Format of the Financial Proposal**

The Financial Proposal shall be submitted in the format set out in Attachment 3 "Sample Format of Financial Proposal" attached hereto. Bidders must provide all the information requested in this table, but may provide additional related content as appropriate.

## Pricing

The quoted fees/rates shall be fixed for the duration of the Contract. The quoted fees/rates and travel expenses (if and as applicable) must include all overheads and ancillary expenses, unless otherwise stated in the Terms of Reference or Attachment 3 “Sample Format of the Financial Proposal”. All individual items shall be stated in EURO or US Dollars and adequate justification and calculation must be included in the cost proposal. The sum of all individual costs shall be computed to constitute the total Contract Price.

In the Financial Proposal, you are required to define the following prices that will be applied to each Work Order:

a) Daily rates for personnel

Please define the fix applicable rates for the Initial Period and each extension of the Contract. Rates shall be clearly defined for work on- and off-site.

Please provide the rates by staff category, if applicable.

These rates will be firm and fixed for the duration of the Contract and its extensions.

b) Travel cost to Vienna per person

The cost shall be calculated using the most direct and economical route and shall include any means of transportation applicable (airplane, taxi, train etc...)

Please provide details of the cost calculations.

c) Daily allowance for work in Vienna:

Please refer to the applicable UN Daily Subsistence Allowance rates in Austria effective at the time of the Travel (currently Euro 255 or USD 279). CTBTO will not pay more than the applicable UN allowance.

Ref. <https://documents.aucegypt.edu/Docs/Policies/Perdiem%20Rates.pdf>

NOTE: no DSA will be paid to personnel located in Vienna.

Bidders are required to state their acceptance.

d) Any other applicable cost.

- (i) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.

**(ii) TAXES**

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.

- (iii) 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 PROPOSALS**

The Commission will evaluate the received Proposals in two stages:

- (a) Stage 1: The Commission will evaluate the Technical Proposals against the evaluation criteria provided in Attachment 2 of this RFP. Compliance with the minimum

requirements outlined in the Terms of Reference is necessary in order to pass the technical evaluation.

Please see *Attachment 2 (Technical Evaluation Criteria)* for a complete list of the criteria that form the basis of the technical evaluation. If the Proposal fails to meet the minimum technical requirements for any one criterion, the entire proposal will not be considered further.

(b) Stage 2: Subject to the conformance of the Technical Proposal to the Terms of Reference, the Financial Proposals will be evaluated against the following criteria:

- (I) Contractual compliance;
- (II) Commercial acceptability.

(c) The Commission, based on the evaluation method given above, will determine **the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’**. The relative weighting of each component of the Proposal is **70%** for the Technical Proposal and **30%** for the Financial Proposal.

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluation.<sup>4</sup>

## **15. Negotiations of the Proposal**

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

### **Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Proposals:**

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

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

**BIDDER'S STATEMENT**  
**PLEASE STATE BELOW & SUBMIT WITH PROPOSAL**

Delivery Time:

Shipping weight (kg) and Volume (m<sup>3</sup>) – 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 24 months 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 the Proposal : 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:**

## ATTACHMENT 1

### Mandatory Table of Contents and Format of the Technical Proposal

*RFP 2019-0209/POGGIO*  
*User Experience and Web Application Design Improvements*

Item	Minimum content
<b>1. Executive Summary</b>	<ul style="list-style-type: none"><li>• Provide an overview of the proposal</li></ul>
<b>2. Experience, Resources and Project Management</b>	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>• Background of company, ownership, size, location, profile</li><li>• Sub-contractors (if any).</li></ul>
2.2 Corporate Experience	<ul style="list-style-type: none"><li>• Experience in managing and executing work of similar scope and complexity. Please provide a description of past projects of similar scope and complexity.</li><li>• Especially focus on experience in developing Web applications</li><li>• Enumerate years of experience in designing Human-Computer Interfaces, User Experience design and/or related areas</li></ul>
2.3 Availability of resources	<ul style="list-style-type: none"><li>• A description of the personnel, hardware and software tools available for the work at your premises</li><li>• Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of:<ul style="list-style-type: none"><li>(a) key personnel;</li><li>(b) hardware;</li><li>(c) software;</li><li>(d) other resources.</li></ul></li><li>• If your company is not located in Vienna or surroundings, please explain how you will organize the travel and the participation to the work and the meetings at Commission's premises in Vienna.</li></ul>
2.4 Quality Management Plan	<ul style="list-style-type: none"><li>• Provide a Software Quality Management Plan that describes how quality of services will be maintained throughout the Contract period.</li></ul>
<b>3. Meeting the Requirements</b>	
3.1 Understanding of the work	<ul style="list-style-type: none"><li>• The bidder's response should demonstrate a good understanding of the work as described in the Terms of Reference, and describe in detail how the required tasks/services will be accomplished.</li><li>• The bidder's response should describe in detail the expected inputs/resources to be made available by the Commission in terms of staff, Software etc.</li></ul>

<b>4. Skills and Experience of relevant staff</b>	
4.1 Resumes	<ul style="list-style-type: none"> <li>• Provide the resume of the proposed personnel which describes in detail all qualifications and experience specified in section 6.4 of the Terms of Reference.</li> </ul>
4.2 Showcase examples	<ul style="list-style-type: none"> <li>• Provide three examples of successfully completed and relevant projects</li> </ul>
4.3 Experience of staff	<ul style="list-style-type: none"> <li>• Demonstrate knowledge of modern web design frameworks and technologies</li> <li>• Demonstrate experience in designing secure web-applications</li> <li>• Demonstrate ability to work with evolving requirements</li> <li>• Demonstrate ability to communicate orally and in writing in English.</li> </ul>
<b>5. Attachments</b>	
	<ul style="list-style-type: none"> <li>• Statement of Confirmation</li> <li>• Vendor Profile Form</li> <li>• Statement of acceptance regarding Model Contract</li> </ul>

## Attachment 2

### Technical Evaluation Criteria

*RFP 2019-0209/POGGIO*  
*User Experience and Web Application Design Improvements*

#### 1. Overview

This document describes the evaluation criteria of the Bidder's technical proposal. The technical evaluation of the Bidder's technical proposals is based on an assessment of compliance with all requirements indicated in the Terms of Reference by evaluating the technical proposal against the technical evaluation criterion and the scoring sheet attached hereto.

The maximum score is 120 points (150 max score) for the technical part of the proposal.

The Technical Evaluation Team shall conduct the technical evaluation and prepare a written report thereof, describing the relative weight of the Bidder's Technical proposals and ranking the Bidders technical proposals from most suitable to least suitable in order to establish a competitive range of most responsive Bids.

#### 2. Evaluation of Compliance with the requirements

Bidders shall comply with all requirements of the Terms of Reference and with the technical evaluation criteria (see Table below).

Non-compliance with at least one (1) of the requirements shall disqualify the proposal.

Each evaluation criterion in the Proposal will be scored on a scale from 0 – 10 as follows:

Points	Rating
0-3	<i>Non-Compliant / Major Deficiencies</i> - The proposal is incomplete, inadequate and/or non-responsive to the minimum requirements.
4-5	<i>Partially Compliant</i> - The proposal meets the minimum requirements in <i>most</i> areas with minor deficiencies.
6-8	<i>Fully Compliant</i> - The proposal meets the minimum requirements in all areas.
9-10	<i>Fully Compliant, exceeding requirements</i> - The proposal exceeds the minimum requirements in some or all areas, including additional technical, functional and performance related value to the proposed services.

Points will be awarded to each bidder for each of the requirements in accordance to the table attached hereto.

If a bidder is assigned less than 3 points for any criteria, it is considered that that bidder does not satisfy the minimum technical requirements for this requirement.

Bidders that satisfy a criterion to the minimum acceptable level will be assigned 5 to 6 points. Bidders whose proposals demonstrate that they satisfy a criterion beyond the minimum level will be assigned additional points, up to 10.

Once the technical evaluation is finalized, the Technical Evaluation Panel and the Procurement Section will evaluate the financial offers of the technically compliant bidders. The financial offers will be evaluated in accordance with the formula given below:

$$X = \text{Max Available Points} * Y/Z$$

Legenda

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

**The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluation. The weight of the technical and commercial evaluation components is 70% and 30% respectively.**

TECHNICAL EVALUATION CRITERIA	Reference to <i>Terms of Reference</i>	POINTS		
		Max Points	Weight/ Factor	Max Score
Meeting the overall Requirements				
Extent to which all aspects of the ToR have been addressed in sufficient detail	General assessment	10	1	10
Understanding of the scope, and of the duties and responsibilities of the Contractor.	2	10	1	10
Quality Assurance system in place	6.4.1	10	1	10
Subtotal		30		30
Requirements for the Contractor				
Experience in designing web applications	6.4.1	10	2	20
Minimum of 5 years of experience in designing HCI, UX design and/or related areas	6.4.1	10	1	10
Available staff, facilities, hardware and software as necessary to perform the work	6.2	10	1	10
Subtotal		30		40
Requirements for the Contractor's Staff				
Relevant qualifications and education	General assessment	10	1	10
Relevance and quality of showcase example 1	6.4.2 (a)	10	2	20
Relevance and quality of showcase example 2	6.4.2 (a)	10	2	20
Relevance and quality of showcase example 3	6.4.2 (a)	10	2	20
Demonstrated experience with use of relevant web applications frameworks (angular, react, etc.)	6.4.2 (b)	10	1	10
Demonstrated experience with designing secure web applications	6.4.2 (c)	10	1	10
Ability to work with evolving user requirements and refine such requirements	6.4.2 (d)	10	1	10

Ability to communicate with Commission in English.	6.4.2 (e)	10	1	10
<b>Subtotal</b>		<b>60</b>		<b>80</b>
<b>TOTAL - Technical Evaluation</b>		<b>120</b>		<b>150</b>



### ATTACHMENT 3

#### FORMAT OF THE FINANCIAL PROPOSAL

**RFP No. 2019-0209/POGGIO “User Experience and Web Application Design Improvements”**

Please define the applicable currency: EUR or USD

DAILY RATES (*)	Initial Period	1st Extension	2nd Extension	3rd Extension
At Contractor Premises				
Staff Senior				
Staff Junior				
At CTBTO Vienna				
Staff Senior				
Staff Junior				
Daily Allowance (UN rates October 2019)	<i>Eur 255 or USD 279 (**)</i>	<i>as per UN</i>	<i>as per UN</i>	<i>as per UN</i>
Travel cost <i>(as applicable)</i>				
Airfare (***) Transfer to airport Train Car Others Total				
Other costs (please describe)				

NOTE: no Daily Allowance will be paid to staff located in Vienna.

\*) Please change/add categories as appropriate.

\*\*) Please specify currency (USD or Euro only). Please state your acceptance.

\*\*\*) Airfares should be based on the least costly Economy Class ticket on the most direct route

## CTBTO Member States

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

## STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

Date: \_\_\_\_\_

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

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

\* Please provide 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.**

<b>17.List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):</b>					
<b>Product/Service/Work #</b>	<b>Product/Service/Work Description</b>				
Questionnaire completed by:					
18.Name:		Title:	Signature:		Date:
19. Evaluated By:		<b>FOR CTBTO USE ONLY</b> Initials			Date:
20. Updated By:		Initials			Date:
21. Remarks:					
22. Vendor Registration Number Allocated:					
Not Accepted: <input type="checkbox"/>					

\* 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.

\* 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.

## **MODEL CONTRACT No. 2019-XXXX**

between

THE PREPARATORY COMMISSION  
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION  
(THE COMMISSION)

and

***NAME OF THE CONTRACTOR***  
(THE CONTRACTOR)

for

**USER EXPERIENCE AND WEB APPLICATION  
DESIGN IMPROVEMENTS**

November 2019

This Model Contract comprises this cover page, 12 (twelve) pages of text (including a table of contents and a signatories page), and 3 (three) Annexes (A to C)



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# MODEL CONTRACT No. 2019-XXXX

This CONTRACT is entered into between THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as “the Commission”), having its headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and ..... (hereinafter referred to as “the Contractor”), having its principal office located at .....

The Parties hereto mutually agree as follows:

## 1 DEFINITIONS

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

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

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

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

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

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

“**Goods**” means the equipment to be supplied and delivered by the Contractor under the Contract as requested by the Commission under a WO.

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

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

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

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

**Work Orders (‘WO’)** mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

## **2 AIM OF THE CONTRACT**

The aim of this Contract is to provide Services pertaining to *“User Experience and Web Application Design Improvements”* on a call-off basis to the Commission, as and when required by the Commission.

## **3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK**

- (a) The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the **“Effective Date”**) and shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Works in the form of WO within a period of 12 months from the Effective Date or the performance of 120 person-days by the Contractor, whichever occurs first (hereinafter referred to as the **“Initial Call-off Period”**). The commencement and completion date for the performance of the Works (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective WO. This sub-clause (b) shall also apply to any extension exercised under sub-clause (c) below.
- (c) The Commission shall have the option, but not the obligation, to extend the Call-off Period three (3) times, subject to the availability of funds, for further periods of twelve (12) months and up to 120 person-days each under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

#### **4 STANDARD OF WORK**

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

#### **5 RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall provide the Work described in Annex B.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.
- (c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own any Software and source code resulting from the Work and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 23 of this Contract.

#### **6 ORGANISATION OF CONTRACT IMPLEMENTATION**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Services through the issuance of individual WO in accordance with Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through a WO. However, the Contractor may propose WO for Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of Services shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and paid without prior written agreement by the Commission.

- (d) The Services shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

## **7 WARRANTY**

- (a) The provisions of Clause 28 of Annex B shall apply to the Works performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or agents acting on behalf of the Contractor.

## **8 PERMITS, NOTICES, LAWS AND ORDINANCES**

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

## **9 PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
  - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and

- (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## **10 RESPONSIBILITIES OF THE COMMISSION**

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

## 11 CONTRACT PRICE

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

- i. For each WO issued during the firm Initial Call-off Period specified in Clause 3(b), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (DSA, travel costs and other expenditure) specified in Annex C;
- ii. Subject to sub-clause (b) below, for each WO issued during the optional extensions of the Call-off Period specified in Clause 3(c), the firm fixed unit prices pursuant to Annex C and, if applicable, the variable costs (DSA, travel costs and other expenditure) specified in Annex C;

hereinafter referred to as the “Contract Price”.

(b) In the event that the Commission decides to extend the Call-off Period earlier, as foreseen in Clause 3(c) of this Contract, the Contractor will be paid for the person-days called off in this period as follows:

- a. until the expiry of the Initial Call-off Period (12 months), the daily rate set out in subparagraph (a)(i) above;
- b. after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension (subparagraph (a)(ii) above).

(c) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.

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

(e) Taxes: [Austrian VAT] in the amount of XXX is applicable under this Contract. The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor.

Or : No Taxes are applicable under this Contract.

## **12 PAYMENT**

- (a) The Contract Price shall be paid in arrears upon satisfactory completion of each WO and submission of the following:
  - i) Invoice drawn up in accordance with this Clause 12;
  - ii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice, either by mail/courier or as an attachment to an email, directly to the relevant Party specified in the Notices Clause. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

## **13 TEMPORARY SUSPENSION OF WORK**

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

## **14 DELAYS AND EXTENSION OF TIME**

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be



extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.

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

## **15 CONTRACTOR'S CLAIMS AND REMEDIES**

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

## **16 ENTIRE AGREEMENT**

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

## **17 DISCREPANCIES**

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

- (i) This document;
- (iii) General Conditions of Contract (Annex A);
- (iv) Terms of Reference (Annex B);
- (v) Contractor's Proposal (Annex C);
- (vi) The relevant WO.

## **18 SEVERABILITY**

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

## **19 NO WAIVER**

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

## **20 CONTRACT AMENDMENT**

No modification of, or change in, this Contract, or waiver of any of its provisions, or additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to this Contract, signed by duly authorized Representatives of the Contractor and of the Commission.

## **21 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS**

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

(a) The Commission:

For Contractual Issues:

*Chief, Procurement Section*

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

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

*Tel: + (43 1) 26030 6350*

*Fax: + (43 1) 26030 5948*

*E-mail: [procurement@ctbto.org](mailto: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](mailto:Payments@ctbto.org)*

- (b) The Contractor:

.....  
.....

## **22 Effectiveness**

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
- (i) if delivered in person, at the time of delivery;
  - (ii) if by registered mail or courier, when received;
  - (iii) if by fax, when received in legible form;
  - (iv) if by electronic communication, when retrievable in document form.
- (b) A communication given under Clause 22(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

## **23 SOFTWARE LICENCE**

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of doing the Work under the Contract. The use of the source code is only for the duration of the Contract and for the Work required under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by the Commission.

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

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

---

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**For and on behalf of (CONTRACTOR)**

---

Date: \_\_\_\_\_

Place: \_\_\_\_\_

# ANNEX A



## General Conditions of Contract

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### 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. ENCUMBRANCES/LIENS**

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

## **11. OBSERVANCE OF THE LAW**

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

## **12. CONFIDENTIALITY**

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

## **13. LANGUAGES, WEIGHTS AND MEASURES**

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

## **14. PUBLICITY**

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

## **15.OFFICIAL NOT TO BENEFIT/CONTINGENT FEES**

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

## **16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

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

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

## **17.DEFAULT BY THE CONTRACTOR**

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

## **18.WITHHOLDING OF PAYMENT**

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

## **19.LIQUIDATED DAMAGES**

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

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

## **20. FORCE MAJEURE**

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

## **21. INSOLVENCY AND BANKRUPTCY**

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

## **22. INDEMNIFICATION**

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

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

## **23. AMICABLE SETTLEMENT**

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

## **24. ARBITRATION**

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

## **25. PRIVILEGES AND IMMUNITIES**

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

### **25(a). TAX EXEMPTION**

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

## **26. TERMINATION**

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



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

## 27. GOODS

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

## 28. WARRANTY

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

## 29. INSPECTIONS AND TESTS

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

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

## 30. PACKING

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

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m<sup>3</sup>, 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.

1 April 2016

# Annex B

## Terms of Reference

### User Experience and Web Application Design Improvements for CTBTO

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# **1 INTRODUCTION**

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) is the international organization setting up the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty, which is the international treaty banning any nuclear weapon test explosion or any other nuclear explosion.

The Headquarters of the Preparatory Commission are in Vienna (Vienna International Centre).

The Commission has implemented multiple web sites, -pages and -applications, for both internal and external users. Sites include a public website, restricted-access websites, a number of forums and other web services which interact with the public, state parties and staff. Many of these applications have an element of visualization of complex scientific data. Some of these applications do not provide optimal user-experience (UX) or ease-of-use. Clear and uniform user experience is important, as users of the services come from (currently) 184 member states, with varied language capabilities, and expectations to web interactions.

The Commission’s Web infrastructure is largely hosted in-house.

The Commission seeks to establish a call-off contract with qualified web- and applications designers to consult on UX issues, such as: structure and lay-out of websites, color schemes, accessibility issues, text usage, use of interactive help, and other related issues. The Commission does not intend any software code work to be included in this work.

## **2 BACKGROUND**

### ***2.1 Current and Planned Web Infrastructure Overview***

Most of the current software in use runs on the open-source 64-bit Linux operating environment (currently a mix of RHEL 6 and 7).

Old applications are written in programming languages, such as: C, Java 6 / 7, PHP 5.x, C#; while new ones are using Java 8, PHP 7.x, Javascript frameworks and libraries such as Angular and Vue, NodeJS, module builders like NPM, HTML5 and Bootstrap.

Some of the services accessed by users are set up behind an ‘access manager’ providing a single, secure point of entry where the user’s identity can be verified and access to enterprise resources can be managed.

### ***2.2 Prospective tasks***

- Review current web services and advise on changes that would improve the user experience and help meet users’ reasonable expectations of function;
- Review current web services and advise on colour schemes and consistency across applications;
- Review plans and designs of web services with a view to avoiding serious UX mistakes;
- Build, and guide the Commission’s staff in building, mock-ups of web services to enable visualization and testing of designs before implementation;
- Advise on current best practices in user interface design, and how to apply them in our software;
- Other activities related to the main subject as directed by the Commission.

## **3 SCOPE OF WORK**

### ***3.1 The Requested Work***

The Commission seeks to establish a call-off contract with qualified web- and applications designers to consult on best-practice UX issues, such as: structure and lay-out of websites, color schemes, accessibility issues, text usage, use of interactive help, and other related issues.

Many of the websites revolve around visualizing scientific data, eg. time series, and present complex visualization challenges.

The Commission does not intend any software code work to be included in this work. However, as technology progresses, the Consultant is welcome to suggest tools and libraries that would assist in this work.

### ***3.2 Process Overview***

As well as generic advice on ‘best practices’, the Commission requests specific reviews and design assistance, i.e. review of existing web services, planned services, and future designs.

Commission staff and external contractors responsible for developing web services typically plan work in periodic Scrum meetings. The Contractor may be requested to attend some of those and advise on user interface issues (see below).

The Contractor shall maintain a record of all work expended under this contract, and issue detailed reports with each invoice.

### **3.3 *Regular Review meetings***

The parties shall conduct regular Review Meetings. Meetings may be conducted in-person at CTBTO premises in Vienna or by remote facilities, as deemed necessary by the Commission.

The following meetings are foreseen:

- a. At the onset of this Contract work, the parties shall meet, at the Commission's premises in Vienna, for a 'kick-off' meeting.
- b. The Commission and Contractor shall meet at least once for each Work Order, at the onset and as needed as the work progresses.
- c. Review meetings shall also address the state of previously requested Work Orders, and accept completed tasks, ready for invoicing.
- d. A formal review of progress shall be agreed upon between the Contractor and the Commission. Prior to such reviews, the contractor shall provide the finished work unit(s) to the Commission.

### **3.4 *Output of Work***

The Contractor shall deliver to the Commission the results of the work for each Work Order, i.e. any and all files, presentations, mock-ups, style sheets, or other 'design artifacts' that communicate the design advice to the Commission.

### **3.5 *Acceptance***

The Commission will have the primary responsibility for acceptance of each result of the Work as a formal deliverable under each Work Order. This acceptance is a pre-requisite for invoicing.

### **3.6 *Documentation***

The Contractor shall document the Work sufficiently for its unhindered further use in web services by future developers who may or may not be in any further contact with the Contractor. All documentation must be in the English language.

## **4 PERFORMANCE OF WORK**

### ***4.1 Work Orders***

The Commission will initiate the Work in the form of Work Orders (WO). These WOs will be the basis for initiating Work, describing the exact scope of Work, the number of person days on- or off-site, the deliverables, acceptance, costing, invoicing and payment of any services performed by the Contractor.

A Work Order will be initiated by the Commission in writing.

The Contractor shall perform work only after receipt of the WO. The Commission shall not be held liable for the payment of any on-request service(s) which have been performed before and/or without the issuance of a WO to the Contractor.

Before the issuance of a WO to the Contractor, the Contractor and the Commission shall agree on a work plan for the Work Order. The commencement and completion date for the performance of the will be set out in the respective WO.

The Commission expects the Contractor to issue invoices in accordance with each completed Work Order.

The Commission's JIRA Workflow system (Contractor access details will be provided as needed) shall be used to track progress of work on each Work Order.

### ***4.2 Volume of Work and Optional Extensions***

The Commission shall have the right, but not the obligation, to call-off the Work, for up to 120 person-days, in the form of WO within a period of 12 months from the Effective Date (hereinafter referred to as the "Initial Call-off Period").

### ***4.3 Optional Call-Off periods***

Before the expiry of the Initial Call-off Period or the maximum number of man-days, 120, as set out above, whichever occurs first, the Commission shall have the option, but not the obligation, to extend the Call-off Period three (3) times for further periods of twelve (12) months and up to 120 person-days for each period, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the respective Call-off Period. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

## **5 Deliverables**

### ***5.1 Delivery of Enhancements***

For each requested design artifact, the Contractor shall deliver :

- a. A complete design artifact (via git/github or as otherwise agreed)
- b. Any required documentation or change/update to existing documentation that will adequately describe the artifact for possible future implementation.



## **5.2 *Delivery of reports***

At the end of the work the Contractor shall submit to the Commission a summary report on the satisfactory completion of the particular Work Order, including, without limitations, detailed description of all work performed, delivered artifacts, review of all project activities, lessons learned and recommendations.

## **5.3 *Meetings***

In addition to the reports above, if requested by the Commission, upon completion of a Work Order, the Contractor may be required to provide an oral presentation (including slides/handouts as required) to the Commission at its Headquarters in Vienna.

The deliverable and the summary report, after being evaluated under reasonable performance criteria and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular on-request service performed under a WO.

# **6 ORGANIZATION OF WORK**

The work shall be executed off-site at the Contractor's premises, but some specific work may need to be conducted at the Commission's headquarters in Vienna, Austria.

## **6.1 *On-site Work at the Premises of the Commission***

The Contractor shall arrange for laptop computers and mobile telephones required to execute the on-site work. If necessary, the Commission will provide at its premises a suitable work space.

## **6.2 *Off-site Work Performed at the Contractor's Facilities***

For off-site work, the Contractor shall provide their own infrastructure, hardware and software environment necessary for the completion of its work under the Contract. In particular, the Contractor shall maintain at their premises a software/hardware platform that is similar enough to the Commission's setup and that will allow thorough testing of the deliverables.

## **6.3 *Input By The Commission***

The Commission will be responsible for overall supervision of all on-site operations.

The Commission will make all necessary and available documentation and source code available to the Contractor unless any confidentiality issue is involved. In this case the Commission will inform the Contractor and the parties will discuss in order to find an appropriate solution

The Commission will make qualified staff available to assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.

For off-site work, if necessary, the Commission can provide VPN access to the relevant services for the purpose of the project. The Contractor shall communicate with the Commission by telephone, or electronic mail, as appropriate. All costs incurred by the Contractor as a result of such communication with the Commission for the performance of work under the Contract, shall be borne by the Contractor.

## **6.4 Required Resources**

### **6.4.1 General Requirements for the Contractor**

The Contractor shall have a recognized/certified a quality assurance system in place.

The Contractor must possess the necessary experience to perform the work.

The Contractor shall have a minimum of five years of professional experience in Human-Computer Interfacing, User Experience design and/or related areas. Experience in the field of Scientific Software is an advantage.

### **6.4.2 Requirements for Contractor's Personnel**

The Contractor shall provide personnel for the Work whose experience must cover the following areas:

- a. A record of at least three successfully completed and relevant projects utilizing the technologies required by this TOR must be provided.
- b. Thorough knowledge of modern Web design frameworks and technologies (eg. react, angular).
- c. Experience with design issues in secure web services in an insecure environment (eg. the internet).
- d. Ability to work with evolving user requirements and to use initiative and experience to refine such requirements. Evidence of this ability should be provided in the form of brief descriptions of previous work undertaken.
- e. Ability to communicate with the Commission's staff. The Contractor's Personnel must be able to produce clear and concise reports for the users and technical staff of the Commission in English.

### **6.4.3 Acquisition of Software**

- a. The Commission will procure all required software licenses with the understanding that the Commission has no obligation to provide any software. The final decision to use and acquire any software will remain with the Commission, which will consider the necessary effort in terms of costing and work.  
As far as feasible, the contractor shall aim to make use of the technologies and tools already installed, and not introduce dependencies on new programming languages, software or vendors on the Commission. This concern includes, but is not limited to, forced upgrades, maintenance and licenses. However, the Contractor is encouraged to suggest tools and libraries that are 'industry standard', introduce current best practices and improve coding standards. Any introduction of new software shall require the Commission's agreement up front.
- b. Modifications to documentation and new documentation must conform to the Commission's software documentation standards and templates.
- c. The Contractor shall clearly describe the content, terms, conditions and cost (if any) of all related warranties and guaranties.

#### ***6.4.4 Maintenance of Third Party Software***

The Commission shall be responsible for the maintenance and update fees of any installed 3<sup>rd</sup> party software acquired and used to implement any enhancement. For new software introduced by the Contractor (ref. 6.4.3 above), this will be subject to prior approval by the Commission at the progress meetings.

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2019-0209	<b>Closing Date:</b> 08 Nov 19
<b>Title:</b> Call-off contract for "User Experience and Web Application Design Improvements for CTBTO"	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Davide Poggio

**CTBTO Req. No.:** 0010014657

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 email to**  
procurement@ctbto.org

**A: We shall submit our proposal**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**B: We may submit and will advise**

By: \_\_\_\_\_  
(date)

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_

**C: We will not submit a proposal for the following reason(s)**

- \_\_\_ 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;
- \_\_\_ other (please specify) \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Email/Tel: \_\_\_\_\_