


**ONE
SEALED
ENVELOPE**

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2017-0206/RAHMAN 
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn:

Phone:
Fax:
Email:

Tel. No.: +43 (1) 26030-6350
Fax No.: +43 (1) 26030 5948
E-mail: procurement@ctbto.org

Date: 06 Oct 17

Subject: INDEPENDENT CONTRACTOR TO CONSTRUCT AN EQUIPMENT
STORAGE AND MAINTENANCE FACILITY (ESMF) AS PER THE
ATTACHED TERMS OF REFERENCE

Deadline for Submission: 17 Nov 17

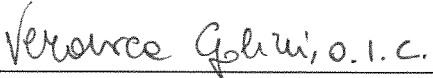
Vienna Local Time: 17:00

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

pp

ACKNOWLEDGEMENT FORM

Solicitation No: 2017-0206	Closing Date: 17 Nov 17
Title: INDEPENDENT CONTRACTOR TO CONSTRUCT AN EQUIPMENT STORAGE AND MAINTENANCE FACILITY (ESMF) AS PER THE ATTACHED TERMS OF REFERENCE	Vienna Local Time: 17:00

Procurement Staff: Fazal Rahman

CTBTO Req. No.: 0010009599

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)

A: We shall submit our proposal

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____
Contact Name: _____
Email/Tel: _____

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

___ our current workload does not permit us to take on additional work at this time;
___ we do not have the required expertise for this specific project;
___ insufficient time to prepare a proper submission;
___ we consider the funds are insufficient to carry out the work required;
___ other (please specify) _____

Company Name: _____
Contact Name: _____
Email/Tel: _____

NOTE:

Please be informed that this Request for Proposal (RFP) does not include all relevant documentation.

A link to the complete technical documents for the ESMF construction project and relevant password shall be made available only upon request and receipt by the Commission of a duly executed Confidentiality Undertaking agreement as part of this RFP, which shall be duly filled-in, signed, stamped and returned to the Commission by the bidder together with the RFP Acknowledgment Form confirming that the bidder shall submit a proposal by the closing date and time.

Thank you,

CTBTO Procurement Section

TERMS OF REFERENCE

INDEPENDENT CONTRACTOR TO CONSTRUCT AN EQUIPMENT STORAGE AND MAINTENANCE FACILITY (ESMF)

1 OVERVIEW

These Terms of Reference (TOR) define the services required by the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organisation (the Commission) to construct an Equipment, Storage and Maintenance Facility ("ESMF"), specifically in Seibersdorf, Austria.

The selected bidder (herein referred to as the "Contractor") will provide the Commission with key personnel who will be required to conduct the test and ensure compliance with Austrian law and regulations as they pertain to drilling, health and safety, and environmental protection.

2 INTRODUCTION TO THE FACILITY

In addition to its headquarter offices at the Vienna International Centre (VIC) in Vienna, the Commission needs indoor and outdoor space and associated infrastructure for storage, maintenance, testing and training to support the International Monitoring System (IMS), the International Data Centre (IDC), the On-Site Inspection Division (OSI) and other activities of the Commission. In particular, the Commission will need a dedicated and protected area for the storage of equipment that is to be kept available for On-Site Inspections (OSIs; Part II, para 38 and 39 of the Protocol of the Commission's Treaty) and provides for rapid deployments. The facility has been designed by Vasko and Partners Ingenieure, contracted by the Commission on December 2016.

3 SCOPE OF WORK

Construction of the facility in accordance with the design appended to these terms of reference.

4 DELIVERABLES

Description of services

The "Permanent facility for ESMF" building is to be planned and erected by a general contractor. The subject matter of the contract is the further construction planning (implementation and detailed planning) on the basis of a general planner's services and the erection of the main building, the annex building and the associated infrastructure according to the defined quality criteria.

Description of the project:

The "Permanent ESMF" construction project is intended to connect three functional areas of the CTBTO with each other.

- Rapid deployment of equipment
- workshops and test rooms
- seminar and training rooms

To achieve this goal, a main building with an outbuilding and associated infrastructure is to be built. The main building consists of a high-grade warehouse and a part of the building which houses the workshops, test rooms and seminar rooms. The hall part of the building is to be designed as a two-storey building and is directly connected to the two-storey building, which houses the workshops and training and office rooms.

An additional annexe building to be used as a storage facility consists of only one floor and has a much smaller footprint.

In addition, the access road, a forecourt with parking space and a paved area are to be built as a turning area for trucks.

Key figures:

Building:

Net area: approx. 4,100 m²

Net volume: 24.100 m³

5 PLACE AND DURATION OF THE WORK

- 5.1 The Contractor is expected to complete the Services not later than 31 December 2018.
- 5.2 The Contractor's Project Manager will conform to the Commission's working hours and days when working at the premises of the Commission.

6 REQUIREMENTS FOR THE CONTRACTOR

- 6.1 The Contractor must demonstrate that it has a quality assurance system in place, such as ISO9000.
- 6.2 The Contractor must possess the necessary hardware and software tools to perform the Work and will provide its own infrastructure, hardware and software environment necessary for the Contractor to work off-site.
- 6.3 The Contractor must be sufficiently large and stable in order to guarantee the level of support and consulting services foreseen in these Terms of Reference.
- 6.4 When working off-site, the Contractor will communicate with the Commission by telephone, facsimile or electronic mail, as appropriate.
- 6.5 A minimum of 3-years-experience in large scale industrial and commercial facility construction and management of projects carried out in Austria.

7 REQUIREMENTS FOR THE CONTRACTOR'S KEY PERSONNEL

Project Manager.

- Completed legally recognized professional training as master builder or civil engineer.
- At least 5 years of professional experience as project manager for construction projects.
- Mastery of the English and German languages (oral and written) so that unimpaired communication with the employees of the client and contractors is possible.
- The Project manager has to have a history of at least three comparable projects as employee of the commissioned general contractor.

Foreman

- Completed legally recognized professional training as a builder.
- At least 3 years of professional experience as a foreman for construction projects.
- Mastery of the English and German languages (oral and written) so that unimpaired communication with the employees of the client and contractors is possible.
- The Foreman has to have a history of at least three comparable projects as employee of the commissioned general contractor.

Responsible technical-building-services personnel

- Completed legally recognized professional training in their specialist field.
- At least 3 years of professional experience as project manager of Heating Ventilation Air Conditioning (HVAC) services.
- Mastery of the English and German languages (oral and written) so that unimpaired communication with the employees of the client and contractors is possible.
- History of at least two comparable projects (HVAC) as an employee of the commissioned general contractor.

8 CONFIDENTIALITY AND NON CONFLICT OF INTEREST

The Contractor shall adhere to the highest ethical standards and general principles of public procurement. Attention is drawn to Clauses 8, 12 and 15 of the Commission's General Conditions of Contract. The Contractor shall not place itself in a position that may or does give rise to an actual, potential or perceived conflict of interest (whether personal, financial or otherwise) interfering with its ability to perform, or perceived as unduly influencing its professional judgment or impairing its objectivity. The Contractor shall ensure that its employees, officers, advisers, agents and/or subcontractors do not place themselves in a position of conflict of interest. In the event of an actual, potential or perceived conflict of interest, the Contractor shall notify the Commission immediately and take such reasonable steps required by the Commission to resolve the issue.

Attachments

Folder 01 – General information

- 1_ESMF-bidder_checklist
- 2_ESMF_schedule
- 3_ESMF_milestones

Folder 02 – ToR

Subfolder 02 - ToR Construction

Subfolder ARCH

- CTBTO_ESMF_LG01_2017-09-15
- CTBTO_ESMF_LG03_2017-09-15
- CTBTO_ESMF_LG06_2017-09-15
- CTBTO_ESMF_LG07_2017-09-15
- CTBTO_ESMF_LG09_2017-09-15
- CTBTO_ESMF_LG11_2017-09-15
- CTBTO_ESMF_LG12_2017-09-15
- CTBTO_ESMF_LG13_2017-09-15
- CTBTO_ESMF_LG16_2017-09-15
- CTBTO_ESMF_LG18_2017-09-15
- CTBTO_ESMF_LG19_2017-09-15
- CTBTO_ESMF_LG21_2017-09-15
- CTBTO_ESMF_LG23_2017-09-15
- CTBTO_ESMF_LG24_2017-09-15
- CTBTO_ESMF_LG31_2017-09-15
- CTBTO_ESMF_LG34_2017-09-15
- CTBTO_ESMF_LG36_2017-09-15
- CTBTO_ESMF_LG37_2017-09-15
- CTBTO_ESMF_LG39_2017-09-15
- CTBTO_ESMF_LG43_2017-09-15
- CTBTO_ESMF_LG44_2017-09-15
- CTBTO_ESMF_LG46_2017-09-15
- CTBTO_ESMF_LG49_2017-09-15
- CTBTO_ESMF_LG50_2017-09-15
- CTBTO_ESMF_LG52_2017-09-15
- CTBTO_ESMF_LG53_2017-09-15
- CTBTO_ESMF_LG56_2017-09-15
- CTBTO_ESMF_LG57_2017-09-15
- CTBTO_ESMF_LG58_2017-09-15
- CTBTO_ESMF_LG65_2017-09-15
- CTBTO_ESMF_LG67_2017-09-15
- CTBTO_ESMF_Pricesheet_
- CTBTO_ESMF_Pricesheet_

Subfolder MEP

ESMF-pricelist_ELE
ESMF-pricelist_ELE
ESMF-pricelist_HVAC
ESMF-pricelist_HVAC
ESMF-ToR_ELE
ESMF-ToR_HVAC

Subfolder 03 - ToR Planning

ESMF-pricelist_plan-mgmt
ESMF-pricelist_plan-mgmt
ESMF-ToR Planning-ConstrMgmt

01 - ToR General provisions_LG00_2017-09-26

Subfolder 04 - Plans and Designs – Architecture

Subfolder 3D-model_bimx_eng

CTBTO_170803.bimx

Subfolder construction and equipment description_eng

20170628_CTBTO-Construction and equipment description-en_gb-C

Subfolder construction schedule_eng

construction schedule_eng

Subfolder door schedule_eng

CTBTO_door schedule_170803_EN
CTBTO_door schedule_170804_EN
CTBTO_door schedule_Fassade_170804_EN

Subfolder infiltration_detail_analysis_eng

CTBTO-Seibersd_KonzVersick_Juli17_eng

Subfolder list of equipment and furniture CTBTO_eng

20170331_List of equipment and furniture

Subfolder room book_eng

20170407_roombook_list_user requirements
20170804_roombook_list

Subfolder sample catalogue_eng

ESMF_Sample-catalogue_ARCH –ENGL

Subfolder window schedule_eng

CTBTO_Fensterliste_170803_eng
CTBTO_window schedule_170803

V+P_APL_ENTW_0_ANS_001_0

V+P_APL_ENTW_0_DET_001_0

V+P_APL_ENTW_0_LP_001_0

V+P_APL_ENTW_0_SCH_001_0

V+P_APL_ENTW_1_ANS_001_0

V+P_APL_ENTW_1_SCH_001_0

V+P_APL_ENTW_DG_GR_001_0

V+P_APL_ENTW_EG_GR_001_0

V+P_APL_ENTW_OG1_GR_001_0

V+P_APL_ENTW_UG_GR_001_0

Subfolder 05 - Plans and Designs – Electronics

Subfolder Light Calculation

CTBTO Indoor Area Lightcalculation_eng

CTBTO Outdoor Area Lightcalculation_NEW_eng

Subfolder Sample Catalog

Subfolder 01_Sample Catalog_lights_data_eng

Subfolder single data sheets

01_ECOOS LED L1200_Büro

02_PANOS INF R150L 10W LED940 LDO FAL TL_Gänge Lobby

03_erc0-85790-000 Quintessence Pendeldownlight_Portier

04_SLOIN_A_SL_LED_L3024_Gang

05_PANOS INF R68 10W LED 940 LDO VFL WH_WC

06_CRAFT_S_LED_WH_Labors

07_CRAFT_L680_WH_Halle

08_BEGA 33386 Terrasse

09_BEGA Strahler 77582.db.de

10_BEGA Mastleuchte 99665.db.de

11_SCUBA LED8000-840 PC LDO V2A

CTBTO Lightcatalog_eng

Subfolder 02_Sample Catalog_electronics_eng

CTBTO ET sample-catalog_eng

Subfolder Schemata

V+P_ET_AUS_CTBTO_-_SC_001_A_ET_STEIGLEITUNG

V+P_ET_AUS_CTBTO_-_SC_002_A_NSHV

V+P_ET_AUS_CTBTO_-_SC_003_A_ET_SIBEL

V+P_ET_AUS_CTBTO_-_SC_004_A_ET_BMA

V+P_ET_AUS_CTBTO_-_SC_005_A_ET_ELA

V+P_ET_AUS_CTBTO_-_SC_006_A_ET_BEH

V+P_ET_AUS_CTBTO_-_SC_007_A_ET_MM

V+P_ET_AUS_CTBTO_-_SC_008_A_ET_EDV

V+P_ET_AUS_CTBTO_-_SC_009_A_ET_BRE

V+P_ET_AUS_CTBTO_-_SC_010_A_ET_ZUKO

V+P_ET_AUS_CTBTO_-_SC_011_A_ET_GSP

Subfolder Security

CTBTO_securityconcept_ET 20170804 UPDATED_eng

CTBTO_description_electro_eng

V+P_ET_AUS_CTBTO_FF_GR_001_A

V+P_ET_AUS_CTBTO_GF_GR_001_A

V+P_ET_AUS_CTBTO_RV_GR_001_A

Subfolder 06 - Plans and Designs – HVAC

Subfolder Sample Catalog

CTBTO_ESMF-SamplingCatalog-HVAC_eng

Subfolder Schemes

7003-17_HKLS_Scheme-LÜ_HKLS-ENT-102_eng

7003-17_HKLS-ENT-101-Scheme_hca-cool_eng

7003-17_HKLS-ENT-001-1UG

7003-17_HKLS-ENT-002-EG

7003-17_HKLS-ENT-003-1OG

7003-17_HKLS-ENT-004-DG

Subfolder 07 - Construction site coordination

7003-17_CTBTO_SiGePlan_2017.08.04_ger

Subfolder 08 - Fire prevention measures

CTBTO_description_fire_prevention_measures_20170830_eng

20170804_list_of_plans_CTBTO_eng

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

The Commission is seeking capabilities, which will ensure that the work as described in the attached documentation, is accomplished in accordance with the Terms of Reference and the Model Contract and at a reasonable cost (hereinafter referred to as the 'Work'/'Project').

The Proposal shall meet all requirements stated in the Model Contract and the Terms of Reference. Bidders may also present an alternative technical and related Financial Proposal, which would result in higher performance, better quality and a more economical execution of the Work, provided that the required technical performance specifications are fully met.

2. Documents included in this request for proposal (RFP)

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals
- (c) List of CTBT Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form (to be completed only by bidders not registered with the Commission)
- (f) The Commission's Model Contract and Annex A and B:
 - Annex A: Commission's General Conditions of Contract
 - Annex B: Commission's Terms of Reference
- (g) Confidentiality Undertaking
- (h) Checklist for offer

Important Notes:

- a) the Commission's Model Contract mentioned under 2(f) above will be published in two weeks from the date of the RFP publication;
- b) 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

- (a) The Proposal shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Proposal shall not contain any interlineation, erasures or overwriting except as necessary to correct errors, in which case such corrections shall be initialled by the authorized person(s) signing the Proposal.
- (b) The Commission requires suppliers to submit their Proposal in **one sealed envelope**. The Proposal shall be submitted in 1 (one) original and 2 (two) copies, each clearly

marked as an “Original Proposal” or “Copy of Proposal.” In the event of any discrepancy between the documents, the original shall prevail.

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

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

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

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

NAME AND ADDRESS OF BIDDER

“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
Room E0524
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.

NOTE: Proposals sent by fax or e-mail - even if they are submitted before the closing date and time as an “Electronic Advance Copy” for the subsequent submission of the same Proposal as a hard copy in sealed envelopes - will not be considered and may lead to the rejection of the bidder from the procurement process.

7. Requests for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 15 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org

Subject: Request for Clarifications re RFP No. 2017-0206

The Commission will make all reasonable efforts to issue the clarifications not later than 10 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. Site Visit

Bidders interested in visiting the construction site of the ESMF, shall contact the Commission not later than 23 October 2017. The Commission shall inform the interested bidders of the date and time of the visit.

9. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract (including those of subcontractors) shall have their origin in the Member States of the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO), 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.

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.

10. Type of Contract and Payment

The Commission intends to conclude a contract based on the Commission's Model Contract that will be published in two weeks from the date of publishing this RFP. The terms and conditions of payment are described in the relevant clause of the Commission's Model Contract.

11. Preparation of the Proposal

When preparing the proposal the following should be considered:

The Commission is looking for bidders who have sufficient related capabilities and meet all the mandatory requirements stipulated in the bidding documents.

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.

To support proposal preparation, the complete technical documents of ESMF construction project "Technical Documents" will be made available only upon request and receipt by the Commission of a duly executed Confidentiality Undertaking agreement as part of this RFP, which shall be duly filled-in, signed, stamped and returned to the Commission by the bidder together with the RFP Acknowledgment Form confirming that the bidder shall submit a proposal by the closing date and time. Such Confidentiality Undertaking and Acknowledgement Form shall be submitted within 5 (five) days following receipt of the RFP.

Section 1 - Statement of Confirmation and Vendor Profile Form

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

Section 2 - Scope of Work

The Proposal shall include a brief description on how you will perform the Work and your overall plan for the execution of the Work described in the Terms of Reference. You shall furnish such description by providing a section-by-section response or comments to the tasks described in the Terms of Reference. Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.

Section 3 – Personnel

The Proposal shall include:

- (a) A statement that the capacity of the Contractor, in terms of qualified manpower resources, is adequate to conduct the Work during the construction of the Facility;
- (b) A statement of availability of the personnel, and the minimum period required before starting the work under the Contract;
- (c) A list of capable and experienced personnel, including their function and duration of assignment as key staff to work under the Project (such as Project Manager or Team Leader, etc);
- (d) Curriculum vitae of the key staff proposed for this contract, including experience with standards and technical experience to perform the Work.

Section 4 -Sub-Contractors

The Proposal shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that their organization shall be fully responsible for the performance of their sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories.

Section 5 - Model Contract

The Proposal shall provide the Commission with a statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

Please provide any additional information required for the preparation of the Contract, such as registered name and address of your organization (first paragraph of the model contract), list of the key personnel and contact information for notices.

Section 6 – Insurance

Bidders are requested to confirm that they will provide the insurance(s) coverage as requested in the Model Contract and its annexes.

Section 7 - Time Schedule

The Proposal shall contain a bar chart indicating your estimation of the duration of the Work, including the duration of each task required by the Terms of Reference and your staff to be involved in each Work task, as well as the deadlines for submission of all reports. The proposed time scheduled shall be in accordance with the Terms of Reference and the Technical Documents.

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.

PART II: FINANCIAL PROPOSAL

Bidders are required to submit the Financial Proposal as follows:

Format of the Financial Proposal

The Financial Proposal shall be submitted in the format set out in the price lists included in "ToR Construction" and "ToR Planning" folders of the technical documents.

Pricing

The quoted prices shall be fixed for the duration of the Contract. The quoted prices shall include all overheads and ancillary expenses. All individual costs 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.

Indirect 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. "**Taxes**" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

(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). A tax exemption certificate issued by the relevant Austrian authorities will be provided upon request.

(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.

12. Completeness and Correctness of the Proposal

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

13. Validity of the 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.

14. 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.

15. Evaluation of the Proposal

- (a) The technical evaluation will be evaluated to determine compliance with the Terms of Reference.
- (b) Subject to the conformance of the Technical Proposal to the requirements of the Terms of Reference, as referred to in paragraph (a) above, the Financial Proposal shall be evaluated as follows:
 - (i) contractual compliance;
 - (ii) commercial acceptability.

The Commission, based on the evaluation method given above, will determine the Proposal, which is the "least costly technically acceptable".

16. Negotiations of the Proposal

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

17. Modification and Withdrawal of the 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.

18. 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.

19. 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.

20. 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.

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

- a) Possesses the legal status and capacity to enter into legally binding contracts with the Commission for the supply of equipment, supplies, services or work.
- b) Is not insolvent, in receivership, bankrupt or being wound up, and not under administration by a court or a judicial officer, and that it is not subject to the suspension of its business or legal proceedings for any of the foregoing reasons.
- c) Has fulfilled all its obligations to pay taxes and social security contributions.
- d) Has not, and that its directors and officers have not, within the last five years been convicted of any criminal offense related to professional conduct or the making of false statements or misrepresentations as to their capacity or qualifications to enter into a procurement or supply contract.
- e) That the Commission, in the event that any of the foregoing should occur at a later time, will be duly informed thereof, and in any event, will have the right to disqualify the firm/organization from any further participation in procurement proceedings.
- f) That the Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

**Please provide supplementary documentation on these items.

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

General Conditions of Contract

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

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

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

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

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. 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 m³, D Kg.) and shall be marked as follows:

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

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

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

- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
- ◆ purchase order/Contract number;
 - ◆ waybill number or equivalent reference number of the shipment (if any);
 - ◆ number of boxes/cartons/crates/etc.;
 - ◆ estimated time of departure (ETD);
 - ◆ point of departure and name of freight carrier;
 - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
- ◆ airway bill;
 - ◆ proforma or commercial invoice;
 - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31. DELIVERY AND TRANSPORTATION

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;
- (b) In the event of termination of production of the spare after delivery of the Goods:
- (i) advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order;
 - (ii) following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

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

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

1 April 2016

CONFIDENTIALITY UNDERTAKING

[NAME OF THE BIDDER]..... as a bidder for INDEPENDENT CONTRACTOR TO CONSTRUCT AN EQUIPMENT STORAGE AND MAINTENANCE FACILITY (ESMF) (the Project) under request for proposal No. 2017-xxxx/RAHMAN (hereinafter referred to as the “RFP”) issued by the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”), hereby undertake to abide by the following:

In respect of any documentation, data or information, whether written, oral or otherwise, provided by the Commission to [NAME OF THE BIDDER]..... for the purpose of preparing and submitting a proposal for the Project, including the documentation contained in the RFP (the “Information”), [NAME OF THE BIDDER].....:

1. acknowledges that the Information may contain proprietary information of the Commission which is shared with [NAME OF THE BIDDER]..... for the sole purpose of the Project and subject to the terms and conditions set forth in this Undertaking;
2. will not copy and/or reproduce or permit the copying and/or reproduction of the Information, including technical and/or commercial information contained therein, other than for the purpose of preparing the proposal for the Project;
3. will not provide or disclose or permit the provision or disclosure to any legal or natural person, either directly or indirectly, of the Information and of any other information/documentation related to the activities of the Commission or of third parties which it may acquire as part of the procurement process for the Project, unless with the prior written consent of the Commission;
4. will not use the Information for any purposes other than for the preparation of a proposal for the Project;
5. agrees to return to the Commission or otherwise destroy all documentation received and any electronic records thereof, upon receipt of the Commission’s notice advising the results of the procurement process for the Project;
6. agrees that the Commission shall be a beneficiary of this Undertaking and shall be entitled to pursue legal action against [NAME OF THE BIDDER].....in the event of any breach of the undertakings set forth herein.
7. agrees that the obligations contained in this Undertaking will remain valid and do not lapse after the Commission’s notice referred to in paragraph 5 above.
8. agrees that the cancellation of the procurement process for the Project shall not affect the obligations under this Undertaking towards the Commission or towards the relevant third party.

.....
[Name, position, signature, date signed]

Permanent facility for ESMF – Checklist for offer

Financial offer:

- Coversheet of document labeled “01 – ToR General provisions_LG00” included in the technical documents – total price and signed (see attachement 02 - ToR)
- Price sheet planning and management (see attachement 02 - ToR Planning)
- Price sheet construction (see attachement 02 – ToR Construction/ARCH)
- Price sheet HVAC (see attachement 02 – ToR Construction/MEP)
- Price sheet ELE (see attachement 02 – ToR Construction/MEP)
- Statement of Confirmation
- Vendor Profile File

Envelope 2 – technical offer:

- Bidder’s statement about Personnel (Section-3 of RFP Instructions)
- Bidder’s statement about Subcontractor (Section-4 of RFP Instructions)
- Bidder’s statement about the Commission’s Model Contract (Section-5 of RFP Instructions)
- Verifications (see attachement 03 – ToR Construction/ARCH/LG00 – Pt. 0011ff)
 - Debit note from tax office
 - Note from Social insurance offer
 - Verification of municipal tax
 - Banking information
 - Total turnover
 - Division-specific turnover
- Reference list (two office or storage projects over 3.500 m²GFA)
- Curriculum vitae
 - Construction manager
 - Foreman
- Planning and construction schedule in DIN A3