

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2017-0200/Maeda *YM*
 (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: 25 Sep 17

Title of Request: Provision of Smart 24 Digitizers

Deadline for Submission: 16 Oct 17

Vienna Local Time: 17:00


Jordi

The Preparatory Commission for the Comprehensive Nuclear Test Ban-Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to quote the following items as per conditions listed below.

Item	Description and Requirements	Quantity U/M
1	Smart-24D Data Acquisition System, Model SMART-24D/6@ including the followings: a) 24-bit delta sigma ADC, six channels b) gain x1,x2,x4,x8,x16,x32,x64 c) GPS antenna, receiver, and 25 m cable d) PCMCIA interface card e) Fortezza PCMCIA authentication card f) power and communications cables	5 each
2	Shipping and Handling to CTBTO, Vienna, Austria	1 Lot

When preparing your quotation, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by fax or e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your quotation.

Yours sincerely,


 Courtney Linley
 Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2017-0200	Closing Date: 16 Oct 17
Title: Provision of Smart 24 Digitizers	Vienna Local Time: 17:00

Procurement Staff: Yo Maeda

CTBTO Req. No.: 0010009463

Please complete 'A' or 'B' or 'C'
and Return

WITHIN FIVE (5) DAYS

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

by telefax
+43-1-26030-5948

A: We shall submit our proposal

By: _____
(date)

Company Name: _____

Contact Name: _____

Email/Tel: _____

B: We may submit and will advise

By: _____
(date)

Company Name: _____

Contact Name: _____

Email/Tel: _____

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

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

Company Name: _____

Contact Name: _____

Email/Tel: _____

INSTRUCTIONS TO BIDDERS

RFQ No. 2017- 0200 “Provision of Smart 24 Digitizers”

OTHER REQUIREMENTS:	
Electricity:	
Volt: Europe standard	Hz: Europe standard phase AC: Europe standard
Language:	LCD display, Operating System and all documentation, including Installation and Operating Manuals, shall be in the English language.
Spare Parts:	If spare parts are normally delivered with the equipment but are not mentioned in our list, please include in your quotation the minimum quantity required for one year of operation, keeping in mind that their value shall not exceed 10 per cent of the value of the equipment.

CONDITIONS	
Delivery Terms (INCOTERMS 2000) and Destination	<p><i>(1) For Austrian Companies</i></p> <ul style="list-style-type: none"> ◆ DDU (delivered duty unpaid, VAT paid), door-to-door delivery to CTBTO, Vienna International Centre (VIC), Vienna, Austria. <p><i>(2) For EU and Non-EU Companies</i></p> <ul style="list-style-type: none"> ◆ DDU (delivered duty unpaid), door-to-door delivery to CTBTO, Vienna International Centre (VIC), Vienna, Austria. <p>Delivery Address:</p> <p style="text-align: center;">CTBTO Preparatory Commission Vienna International Centre Wagramer Strasse 5 1400 Vienna AUSTRIA</p> <p>Please note that all deliveries must include insurance for the equipment/goods.</p>
The Price	<p>The price quotation shall include the costs of the goods as well as delivery costs, including packing, handling, insurance, shipment, customs clearance and local delivery to Vienna, Austria to the office of CTBTO.</p> <p>Please include other relevant requirements, e.g. installation and commissioning, testing, training, etc.</p>
Currency	Please quote in EURO or US\$ only.

Taxes	<p>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 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 purchase order, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.</p> <p><i>(1) For Austrian companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the (selected) bidder at the conclusion or implementation of the Purchase Order 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.</p> <p><i>(2) For European Union (EU) Companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order 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).</p> <p><i>(3) For Non-EU Companies</i></p> <p>The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order 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 Purchase Order.</p>
Insurance	Insurance to be included in the quotation must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the bidder and the Commission.
Validity of Quotation	Minimum 90 days as of the Closing Date
General Conditions	General Conditions for Goods (See Annex A)
Other Documents	<p>Please submit, jointly with the Quotation, the following other documents:</p> <ul style="list-style-type: none"> - the Supplier’s Statement; and -the Vendor Profile Form, in case you are not yet a registered supplier of the Commission; and - the Statement of Confirmation
Privileges & Immunities	Nothing in or relating to the Purchase Order shall be deemed to constitute an express or implied waiver of any Privileges and Immunities of the Commission.
Payment Terms	<p>Within 30 days of receipt and acceptance of the goods/services and of the following documents:</p> <p>(1) Invoice(s) showing the firm fixed price of the Purchase Order. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier’s official e-mail address in PDF format, duly signed and sealed by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank,</p>

	<p>account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);</p> <ol style="list-style-type: none"> (2) Air Way Bill and Packing List; (3) Delivery Notice acknowledged by VIC Receiving Area staff, showing all the items delivered; (4) Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; (5) Any other relevant documents. <p>Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.</p>
--	--

OTHER INFORMATION

1. The Commission reserves the right to accept or reject bidder's quotation, partially or entirely, and to annul this procurement process at any time prior to award of the Purchase Order, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Commission's action.
2. The bidder shall include in its quotation documentary evidence of its qualifications to perform the Purchase Order which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the Purchase Order in its entirety and to provide spare parts and other necessary on-going services as required.
3. The bidder shall bear all the costs associated with the preparation and submission of the quotation and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this RFQ.
4. The bidder's price quotation shall be submitted in the English language, together with relevant technical literatures in duplicate, which shall also be in English.
5. The bidder's quotation shall be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of their organization. The quotation shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the quotation.
6. The goods and services (if any) to be rendered under the Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFQ. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.
7. Before the deadline for submission of the quotations, any request for clarifications relating to the RFQ documents shall be directed in writing exclusively to the Chief, Procurement Section, attention to Procurement Staff in charge of this matter referred to in the RFQ cover letter herein. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the bidder.
8. From the deadline for submission of quotation until the written notification of award, no bidder shall contact the Commission on any matter relating to its quotation, except when responding to a request from the Commission for clarification. Any effort to influence the Commission in its evaluation of the quotation(s) or its award decision shall result in the rejection of the quotation.
9. The Commission shall evaluate the compliance of the quotations with the RFQ requirements. Subject to its technical compliance, the quotations shall be examined for its contractual compliance and commercial acceptability. Based on the mentioned evaluation, the Commission will determine the quotation which is the "least costly technically acceptable". Deviation, if any, from the Commission's terms and conditions might be a factor in the decision of award.
10. In case of an award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:
 - (a) The Purchase Order
 - (b) The Commission's General Conditions for Goods (Annex A)
 - (c) The bidder's quotation (Annex B)

Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Quotations:

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 Quotation 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.

The quotation shall be submitted in writing to the address below:

Chief, Procurement Section
CTBTO PrepCom, Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
A-1400 Vienna, Austria
Tel. No. +43-1-26030-6350
Email procurement@ctbto.org

Bidders shall take note of the attached price schedule instructions when submitting the quotation.

Should there be items on the Commission's list that cannot be included in the quotation, the Bidder shall mark them and return the information to the Commission, together with the names of any potential bidder(s) known. The Commission would appreciate receiving the names of potential bidders, even if the Bidder cannot submit a quotation for any of the items.

The Bidder is kindly requested to confirm within 5 working days, the receipt of this RFQ and to indicate an intention to submit a quotation by the closing date mentioned herein.

BIDDER'S STATEMENT PLEASE STATE BELOW & SUBMIT WITH PROPOSAL
Delivery Time:
Shipping weight (kg) and Volume (m ³) – if applicable:
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> For a period of
Warranty period applicable (it shall be for a minimum of 24 months , starting from the acceptance of the goods/services by the Commission) – please tick below: <input type="checkbox"/> For a two year period <input type="checkbox"/> For a period of
Availability of local service in Vienna, Austria (if any):
State country of origin or assembly of all items quoted:
Quantity discount and early payment discount (if any):
Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required. Included in this quotation : Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirmation that the bidder has reviewed the Commission's 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 <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/> Not applicable <input type="checkbox"/>
Remarks:
Name:
Name & Title of Contact Person:
Signature & date:

SAMPLE OF PRICE SCHEDULE

1. The Price Schedule must provide a detailed cost breakdown for each item. Delivery costs, and other estimated costs (e.g. customs duties, VAT, etc.) shall be quoted separately.
2. Technical descriptions for each proposed item must provide sufficient detail to allow the Commission to determine compliance of Bid with specifications as per Terms of Reference and/or Technical Specifications of this RFQ.
3. Currency: Please quote in EURO or US\$ only.
4. **The format shown below shall be used in preparing the price quotation. The format uses a specific structure that may or may not be applicable but is indicated to serve as an example only.**

Price Schedule: RFQ for Goods/Equipment					
Item No.	Description of Item	Qty.	Unit	Cost per Unit	Total Cost per item
	Item 1				
	Item 2				
	Item X				
	Item Y				
	Item Z				
	EQUIPMENT TOTAL				
	OTHER COSTS (if any)				
	SUBTOTAL				
	Estimated or Firm Fixed Delivery Costs*				
	Estimated Taxes, if applicable*				
	GRAND TOTAL (DDU or DDP as per the RFQ)				

SAMPLE ONLY

Signature of Bidder:

Date:

***Note:**

1. Please show costs for delivery and taxes separately.
2. Delivery costs shall include packing, handling, insurance, shipment, custom clearance and local delivery to final destination.
3. Applicable taxes, when authorized prior to the award of the order, will be reimbursed by the Commission on the basis of actual amounts paid and documented.
4. Make it clear that the quoted charge is an estimate, by indicating "Estimate" or "Approx." or "Firm Fixed"
5. Estimated costs (other than taxes) shall mean that the Commission shall pay the actual cost, not to exceed the estimate by more than ten (10) percent, in the event of an order.

Please be informed that all open competitive tenders of the CTBTO are available on the Web.

For more information, please visit <http://www.ctbto.org/procurement>

CTBTO Member States

Afghanistan	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		Sudan
Barbados	Georgia	Monaco	Suriname
Belarus	Germany	Mongolia	Swaziland
Belgium	Ghana	Montenegro	Sweden
Belize	Greece	Republic of	Switzerland
Benin	Grenada	Morocco	
Bolivia (Plurinational State of)	Guatemala	Mozambique	Tajikistan
Bosnia and Herzegovina	Guinea	Myanmar	Thailand
Botswana	Guinea-Bissau		The former Yugoslav Republic of Macedonia
Brazil	Guyana	Namibia	Timor-Leste
Brunei Darussalam		Nauru	Togo
Bulgaria	Haiti	Nepal	Tunisia
Burkina Faso	Holy See	Netherlands	Turkey
Burundi	Honduras	New Zealand	Turkmenistan
	Hungary	Nicaragua	
Cambodia		Niger	Uganda
Cameroon	Iceland	Nigeria	Ukraine
Canada	Indonesia	Norway	United Arab Emirates
Cape Verde	Iran, Islamic Republic of	Oman	United Kingdom
Central African Republic	Iraq	Palau	United Republic of Tanzania
Chad	Ireland	Panama	United States of America
Chile	Israel	Papua New Guinea	Uruguay
China	Italy	Paraguay	Uzbekistan
Colombia		Peru	
Comoros	Jamaica	Philippines	Vanuatu
Congo	Jordan	Poland	Venezuela
Cook Islands	Kazakhstan	Portugal	Vietnam
Costa Rica	Kenya	Qatar	
Cote d'Ivoire	Kiribati		Yemen
Croatia	Kuwait	Republic of Korea	
Cyprus	Kyrgyzstan	Republic of Moldova	
Czech Republic		Republic of Niue	
	Lao People's Democratic Republic	Romania	
Democratic Republic of the Congo		Russian Federation	Zambia
Denmark	Latvia	Rwanda	Zimbabwe
Djibouti	Lebanon	Saint Kitts and Nevis	
	Lesotho	Saint Lucia	
	Liberia		

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:
FOR CTBTO USE ONLY			
19. Evaluated By:	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.

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: _____

General Conditions for Goods

1. DEFINITIONS

- (a) "The Commission" shall mean the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization acting as buyer.
- (b) "Goods" shall mean all goods, equipment, materials and/or other supplies including its packaging to be provided by the Seller under a Purchase Order.
- (c) "Seller" shall mean the provider of the Goods as specified in the Purchase Order, having the legal status of an independent contractor vis-à-vis the Commission.
- (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. WARRANTY

- (a) The Seller warrants that the Goods are new, free from defect and fit for its purpose.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods have been delivered and accepted. If the Commission transfers 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 2(b) above, the Goods are found to be defective or not in conformity with the specifications under the Purchase Order, the Seller shall, upon notification, promptly and at its own expense correct them. If it cannot be corrected, the Commission shall have the right, at the Seller'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.

3. PACKING

The Seller shall comply with the packing instructions listed in the Purchase Order.

4. INSURANCE

- (a) All Goods shall be fully insured in a currency acceptable to the Commission, against lost or damage incidental to manufacture or acquisition, transportation, storage and delivery. It shall cover 110 percent of the cost of the Goods, and from the date and place of shipment to the date and place of delivery, unless otherwise specified in the Purchase Order.
- (b) The Seller shall arrange and pay for the insurance, naming the Commission and the Seller as beneficiaries.

5. DELIVERY, TRANSPORTATION AND TAKEOVER/HANDOVER

- (a) Delivery of the Goods shall be made by the Seller in accordance with the terms of the Purchase Order, and the Goods shall remain at the risk of the Seller 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 Purchase Order shall be arranged and paid for by the Seller.
- (c) Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Purchase Order, responsibility for the Goods will be handed over to the consignee or other designated entity.

6. SPARE PARTS

If in accordance with the Purchase Order, the Seller is required to provide spare parts, in the event of termination of production of those after delivery of the Goods, the Seller is also required:

- (a) to give advance notification to the Commission of the pending termination, in sufficient time to permit the Commission to place a final order; and
- (b) following such termination, to furnish at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

7. INSPECTIONS AND TESTS

- (a) The Commission and/or its designees shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications.
- (b) The inspections and tests may be conducted on the premises of the Seller, at a point of delivery designated by the Commission and/or at the Goods' final destination. The Seller shall give at no charge all reasonable facilities and assistance to the Commission and/or its designees.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Seller shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission and/or its designees' right to inspect, test and reject at the point of delivery shall not be waived by reason of the Goods having previously been inspected, tested and passed by the Commission.

Nothing stated in this Clause shall release the Seller from any warranty under the Purchase Order.

8. FAILURE TO PERFORM

If the Seller fails to perform any of its obligations, the Commission may inform in writing of the nature of the failure and declare the Purchase Order void, or provide an

additional period for the Seller to perform its obligations. In that case, if the Seller has not remedied the failure within the given time, the Commission may, by written notice, declare the Purchase Order void.

9. LIQUIDATED DAMAGES

Without prejudice to Clause 14 below, if the Seller fails to deliver any or all of the goods within the time period specified in the Purchase Order, the Buyer may, without prejudice to any other rights and remedies, deduct from the contractual price a sum equivalent to 0.2 percent of the contractual price for each day until delivery, up to a maximum of 60 days.

10. INDEMNIFICATION

The Seller shall indemnify, hold and save harmless and defend at its own expenses the Commission from and against all suits, claims, demands and liability of any kind, including costs and expenses, arising out of acts or omissions of the Seller.

The Seller declares that it does not know of any proprietary or intellectual property rights of third parties, which might be infringed in the execution of the Purchase Order. The Seller shall also indemnify according to this Clause should, contrary to the Seller's expectations, claims be raised against the Commission charging it with infringement of intellectual property rights.

The obligations of this Clause shall not lapse upon termination of the Purchase Order.

11. PUBLICITY

The Seller shall not advertise, make public the fact that it is providing or has provided Goods for the Commission or use the name, emblem or official seal of the Commission or any abbreviation of the name of the Commission.

12. EXPORT LICENCES

The Seller shall obtain an export licence or other governmental authorization if required for the Goods. In the event of failure to obtain such a licence or authorization, the Commission may declare the Purchase Order void.

13. ASSIGNMENT OR SUBCONTRACTING

The Seller shall not assign, transfer, pledge, subcontract or make other disposition of the Purchase Order or any part thereof, except with the prior written consent of the Commission.

14. FORCE MAJEURE

In the event of force majeure, the Seller shall give immediate notice in writing to the Commission, if the Seller is thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order. On receipt of the notice, the Commission shall at its sole discretion grant the Seller a reasonable extension of time in which to perform its obligations or terminate the Purchase Order on the same terms as are provided for in Clause 16 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. INSOLVENCY AND BANKRUPTCY

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

16. TERMINATION

The Commission may terminate the Purchase Order in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Seller.

17. ARBITRATION

- (a) In the event of any dispute arising out of the interpretation or application of the terms of the Purchase Order or any breach thereof it 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. The governing law of the Purchase Order is the United Nations Convention on Contracts for International Sales of Goods (Vienna, 1980).
- (b) The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

18. PRIVILEGES AND IMMUNITIES

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

19. 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.