

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2023-0037/Poggio
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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



Attn.:

Phone:
Fax:
Email:

Date: 24 Mar 23

Title of Request: Provision of Equipment and Technical Support for Video Recording and Branding for the CTBTO Science and Technology Conference SnT 2023

Deadline for Submission: 12 Apr 23

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 bid the following items as per conditions listed below.

Item	Description and Requirements	Quantity	U/M
1	Provision of Equipment and Technical Support for Video Recording and Branding for the CTBTO Science and Technology Conference SnT 2023 in accordance with Technical Specifications (Annex B)	1	each

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by 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 bid.

Yours sincerely,



Sally ALVAREZ DE SCHREINER
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2023-0037 Title: Equipment and Technical Support for Video Recording and Branding for the CTBTO Science and Technology Conference Snt 2023	Closing Date: 12 Apr 23 Vienna Local Time: 17:00
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Procurement Staff: Davide Poggio

CTBTO Req. No.: 0010021626

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

WITHIN FIVE (5) DAYS

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

by email to
 procurement@ctbto.org

A: We shall submit our bid	
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 bid for the following reason(s)	
<input type="checkbox"/> our current workload does not permit us to take on additional work at this time; <input type="checkbox"/> we do not have the required expertise for this specific project; <input type="checkbox"/> insufficient time to prepare a proper submission; <input type="checkbox"/> other (please specify) _____	
	Company Name: _____ Contact Name: _____ Email/Tel: _____

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

This Invitation to Bid (ITB) is for the provision of goods and related services as described in the attached Technical Specifications.

The Bid shall meet all requirements stated in these Instructions and the Technical Specifications.

2. Documents included in this ITB

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids and Bidder's Statement Form and the following Attachments:
 - Attachment 1: Technical Compliance Matrix
 - Attachment 2: Price Schedule Form
 - Attachment 3: Procedure for submission of electronic offers in 2 sealed files
 - Attachment 4: List of Equipment
- (c) The Commission's General Conditions of Contract (Annex A to the Purchase Order)
- (d) Technical Specifications (Annex B to the Purchase Order)
- (e) List of CTBTO States Signatories
- (f) Statement of Confirmation
- (g) Vendor Profile Form

Note: In the event of award, the Bid will be incorporated as Annex C to the Purchase Order.

3. Amendment of the ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB 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 Bid.

4. Language of the Bid

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

5. Format and Submission of the Bid

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your organization. The Bid 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 Bid.

The Bid shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES” (please refer to Attachment 3).

Bids sent by regular e-mail, unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 3 will not be considered and may lead to the rejection of the Bidder from the procurement process.

The Bid shall be received not later than Thursday 12 April 2023 at 17.00 hours.

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case, no later than 7 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 ITB No. 2023-0037/Poggio

The Commission will make all reasonable efforts to issue the clarifications not later than 5 business days prior to the Closing Date.

Except in the case of responding to an ITB clarification, no Bidder shall contact the Commission on any matter relating to the Bid after its submission and until the award of the Purchase Order. Any attempt to influence the Commission in its evaluation of the Bid or the award decision may result in rejection of the Bid.

7. Eligible Goods and Services

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 ITB. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. Mandatory Bidders' Conference – Meeting with suppliers

A mandatory Bidders' Conference (meeting with suppliers) will take place at the Vienna International Centre –tentatively on **31 March 2023**. The specific date and time of the Bidders' Conference will be communicated by the CTBTO to the Bidders three (3) days in advance.

Bidders shall confirm their participation to Procurement@ctbto.org copying artem.karimov@ctbto.org no later than 31 March 2023. Please include the telephone number and name of the contact person.

The Bidders' Conference will have a set agenda consisting of a CTBTO presentation and a Question/Answer session and will be conducted in the English language.

Bidders shall bear all costs associated with attending the Bidders' Conference. The CTBTO will not be responsible or liable for these costs, regardless of the outcome of this ITB.

9. Type of Contract and Payment

The Commission intends to conclude a Purchase Order based on the Commission's standard Purchase Order. The Contract Price shall be based on firm fixed prices and paid in arrears, subject to satisfactory delivery and acceptance of the good and/or services by the Commission.

10. Content of the Bid

The Bid can be submitted for Task 1 and/or 2 of the Technical Specifications. Bidders are encouraged to submit a single bid for both tasks; subcontracting is permitted and also encouraged, where needed to enable a bid for the entire scope of the Technical Specifications.

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

The Bid shall be composed of the following separate parts (see Attachment 3 "Procedure for submission of electronic bids in 2 sealed files"):

- I. **Technical Bid;**
- II. **Financial Bid;**
- III. **Financial Bid without prices**

providing, but not limited to, the following information:

PART I: TECHNICAL BID

Please state the reference number and the date of this ITB in the Bid and any correspondence relating to it. The Technical Bid shall include:

Contact person

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

Documents Establishing the Eligibility and Qualifications of the Bidder

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. To award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction.
- (ii) **Expertise of the Firm/Organization:** This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.
- (iii) **Management Structure and Key Personnel:** This section shall provide information about the personnel that will be assigned to support the implementation of the Work, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish

competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

Format and content of the Technical Bid

Bidders are required to submit duly filled in Technical Compliance Matrix (Attachment 1 to this ITB instructions). Bidders shall provide a sufficiently detailed technical Bid in accordance with the requirements set out in the attached Technical Specifications by providing in the Bid a section-by-section response.

The Technical Bid shall include, as a minimum, the following information as per the requirements of the Technical Specifications:

TASK 1

- a) Confirm that the proposed equipment will be provided as defined in the Technical Specifications, and in accordance with list attached hereto as Attachment 4.

Clarify which equipment will be used (Brand, Model etc.)

A summary list of the Equipment to be provide is attached hereto as Attachment 4. This shall be considered a minimum requirement. The Bidders can suggest additional or alternative equipment according to their experience.

- b) Define the number of people that will be working during the Conference and describe their role (e.g. technicians, audio/video support etc).
- c) Confirm that an Operation Manager will be available on-site for the entire conference and that he/she has a good working knowledge of spoken English.
- d) Confirm that the personnel will be available for work on the dates and time define in the Technical Specifications.
- e) Confirm your availability for transportation and installation of the equipment at Hofburg on 17 and 18 June and dismantling on 23 June at the end of the Conference.
- f) Confirm that Optional Equipment defined section I of the Technical Specifications will be provided if requested by the Commission.
- g) Confirm that Optional Technical Support defined section J of the Technical Specifications will be provided. Please clarify the experience of the personnel in the relevant activities.
- h) Confirm that the Additional Services defined section K of the Technical Specifications will be performed.
- i) Confirm that the *Technical Support to CTBTO Streaming and Recording* defined section L of the Technical Specifications will be provided.

TASK 2

- a) Confirm that the Exhibition Stands will be provided. Include a picture as sample for reference.
- b) Confirm that the Multimedia Equipment/Lighting for the stands will be provided. Clarify which equipment will be used (Brand, Model etc.)
- c) Include a description of the proposed Ambience Branding items that will be provided under the Purchase Order (i.e. not including Branding items customized for the Conference).

- d) Provide a description of your company's experience related to the Ambience Branding.
- e) Provide an initial concept of the possible branding items to be displayed.
- f) Confirm that the Additional Services defined section F of the Technical Specifications will be performed.
- g) Define the number of people that will be dedicated to the Work and describe their role (e.g. graphic designer, technicians, audio/video animations etc).
- h) Confirm that an Operation Manager will be available on-site for the entire conference and that he/she has a good working knowledge of spoken English.
- i) Confirm that the personnel will be available for work on the dates and time define in the Technical Specifications.

Graphic Design and Animated Content

- j) Provide a description of your company's experience related to these activities.
- k) Provide an initial bid for the related visual design elements.

Animated Elements

- l) Provide a description of your company's experience related to these activities.

Bidder's Statement, Statement of Confirmation and Vendor Profile Form

The attached Bidder's Statement, Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted together with the Bid.

Specifications

The Bid shall include a detailed description of the items proposed and include relevant technical literature and a section-by-section response to the Technical Specifications. The Bid shall also provide any other relevant issue which the Bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/matrix/guaranties in respect to any Equipment item.

Sub-Contractors

The Bid 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 its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT States Signatories.

Insurance

Confirmation that the Bidder has an appropriate Third Part Liability Insurance for the Work. Specify the maximum amount of coverage per event/damage.

Delivery Schedule

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

General Conditions of Contract

A statement that the Bidder has carefully reviewed the Commission's General Conditions of Contract and agreed to all terms and conditions. These will form part of the purchase order for this procurement.

PART II: FINANCIAL BID

I. Format of the Financial Bid

- (i) Define the Total Purchase Order Price in EURO (for EU Companies) or US Dollars, exclusive of taxes (Task 1 and/or 2).
- (ii) Define the price for Task 1 and 2 separately, if applicable.
- (iii) The Financial Bid shall be submitted in the format set out in Attachment 2 “PRICE SCHEDULE FORM”. Bidders must provide all the information requested in this table but may provide additional related content as attachments.

The Financial Bid shall contain the unit price as well as the total for each of the items and services to be supplied for each of the events listed in the Technical Specifications.

For each OPTIONAL item in the Technical Specifications, the Bid shall include the unit price as well as the total price and shall be set out in the format of Attachment 2.

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

Clear and detailed explanations will enable a prompt evaluation of the Bid and to proceed with fewer requests for clarifications/justifications at a later stage. This is also a factor influencing the decision for awarding a Purchase Order.

II. Pricing

The prices quoted shall be fixed for the validity of the Purchase Order. The prices must include all overheads and expenses, unless otherwise stated in Attachment 2 “Bid Price List”. All individual items shall be stated in EURO or USD and adequate justification and calculation must be included in the cost Bid. The sum of all individual costs shall be computed to constitute the total Purchase Order Price.

III. Indirect Taxes

The prices 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 Bid together with information on the nature of the tax and its method of calculation.

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected Bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected Bidder will be reimbursed by the Commission upon submission of the original supporting documentation.



(1) *For Austrian companies*

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

(2) *For European Union (EU) Companies [FOR PURCHASE FROM EU COUNTRIES]*

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 Bid 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 Purchase Order (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) *For Non-EU Companies (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)*

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 Bid 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.

11. Completeness and Correctness of the Bid

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

12. Validity of the Bid

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

13. Correction of Errors

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

14. Evaluation of the Bid

- (a) The Commission will initially conduct a technical evaluation based on the criteria and method specified in Attachment 1 “Technical Compliance Matrix”.
- (b) The Financial Bid of bidders passing the technical evaluation shall be then evaluated as follows:

- (i) contractual compliance;
- (ii) commercial acceptability.

The Commission, based on the evaluation method given above, will determine the Bid(s) which is(are) the “*least costly technically acceptable Bid*”.

15. Negotiations of the Bid

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Purchase Order under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the Bidder in writing.

16. Modification and Withdrawal of Bid

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

17. The Commission’s Right to Reject the Bid

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

18. Right to Vary Requirements at the Time of Award

At the time of award of Purchase Order, the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

19. Costs of preparation and submission of the Bid

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

20. Proprietary Information

All documentation and information contained in this ITB 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 ITB or otherwise without prior written agreement of the Commission.

21. Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Bids

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 Bid or the procurement process if the person:

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



BIDDER'S STATEMENT
PLEASE FILL THIS FORM & SUBMIT WITH THE BID

Delivery Time:

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

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

For one year period For a period of

Warranty period applicable (it shall be for a **minimum of 24 months**, starting from the acceptance of the goods/services by the Commission) – please tick below:

For a two year period For a period of

Availability of local service in Vienna, Austria (if any/if applicable):

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 Bid : **Yes** **No**

Confirmation that the Bidder has reviewed the Commission's Model License Agreement (if attached), the Commission's General Conditions for Goods (if attached), the Commission's General Conditions of Contract (if attached), Draft Contract (if attached), and the Special Conditions (if attached), and agreed to all terms and conditions.

Yes **No**

Remarks:

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

Yes **No** **Not applicable**

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

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 laws and 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. OFFICIALS 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, express or implied, 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, Clauses 28-35 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.

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights¹ and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct².
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

¹ UN Guiding Principles on Business and Human Rights, available at https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf.

² Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

and 41, during the procurement process and the performance of the Contract.

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. In this regard, and without limitation to any other provision contained herein:
- (i) The Contractor shall adhere to zero tolerance for harassment and therefore accepts and agrees to refrain from any conduct which could, in the view of the Commission, meet the definition of harassment and/or sexual harassment. For the avoidance of doubt, “harassment” shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. “Sexual harassment” shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual harassment may occur between persons of opposite sex or of the same sex.
 - (ii) The Contractor shall take all reasonable and appropriate measures to prevent and deter harassment and sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
 - (iii) The Contractor shall promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
 - (iv) In addition to notifying the Commission pursuant to sub-clause (iii) above, on becoming aware of any allegation of harassment, sexual harassment or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (b) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 37, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel reported for having committed harassment, sexual harassment or abuse of anyone.
 - (ii) Terminate the Contract, and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon

written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or

- (iii) Exclude the Contractor from participating in any ongoing or future solicitations, and/or entering into any future contractual or collaborative relationships with the Commission and/or suspend the Contractor from the Commissions supplier roster.
- (c) The Commission shall be entitled to report any breach of the provisions of this Clause 37, as determined by the Commission, to the Commission’s governing bodies, other UN agencies and/or donors.

38. PROSCRIBED PRACTICES

The Commission requires that the Contractor and its personnel certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. The Commission defines Proscribed Practices as follows:

Fraudulent practice: is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

Corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

Coercive practice is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

Collusive practice is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

Unethical practice is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

Obstructive practice is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

39. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be

protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

40. MINES

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

41. TERRORISM

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

42. FULL DISCLOSURE

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 37-41, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g., European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

43. DATA PROTECTION

- (a) **Use of the Commission's data:** Use (including accessing, processing, retention, storage) of the Commission's data is limited to the purposes contained in the Contract and such use will be limited to Contractor's personnel on a "need to know" basis. Use of the Commission's data for internal research, marketing, sales, or promotional purposes is strictly prohibited. Subject to Clause 12 (Confidentiality), the

Contractor will treat the Commission's data as confidential and may neither disclose it nor make it available to any third-party except with the prior written authorization of the Commission.

- (b) **Compliance:** The Contractor confirms that it has a data protection policy in place that meets applicable legal requirements and that it will apply such a policy to the Commission's data, without prejudice to the privileges and immunities of the Commission. The Contractor will implement technical and organisational measures to ensure appropriate protection of the Commission's data, in conformity with the abovementioned requirements and internationally recognised standards and best practices. In addition, the Contractor will:
 - (i) at its sole expense and risk, return, delete, or destroy all the Commission's data, including data backups, upon written instruction of the Commission. The Commission will provide a reasonable period of time and take into account the Contractor's legitimate interests, as well as the termination or expiration date of the Contract;
 - (ii) process, retain or store the Commission's data exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities; and
 - (iii) be liable for any resulting damages or penalties for its failure to comply with its obligations.
- (c) **Data security:** Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
 - (i) propose immediate remedial actions (including containment);
 - (ii) implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
 - (iii) where applicable, as directed by the Commission, restore the Commission's and end-users' access; and
 - (iv) keep the Commission informed of its progress.
- (d) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

44. ESSENTIAL TERMS

The Contractor acknowledges and agrees that each of the provisions in Clauses 36 to 43 above constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle the Commission to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 36 to 43.



TECHNICAL SPECIFICATIONS

Provision of Equipment and Related Technical Support for Video Recording and Branding for the CTBTO Science and Technology Conference (SnT 2023)

1. GENERAL

- 1.1. The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty (CTBT). It provides timely data, assessments and other products and services to Signatory States of the Treaty. More information about the Organisation can be found at www.ctbto.org.
- 1.2. The Commission seeks to establish a contract (in format of a Purchase Order) for the provision of equipment and technical support for the *2023 Science and Technology Conference* that will be held from 19 to 23 June 2023 at Hofburg Palace (Hofburg) in Vienna (Austria) (hereinafter referred to as “the Conference”). More information about this event can be found at <https://conferences.ctbto.org/event/23/>
- 1.3. The Commission outlines here the specifications that the Contractor shall use as a basis for the provision of equipment and technical support for video recording and branding (hereinafter referred to as the “Work”).
- 1.4. The Contractor shall carry out the Work in accordance with the requirements specified in these specifications, in the most efficient and cost-effective manner possible.

2. DATE AND LOCATION OF THE CONFERENCE

Location: Wiener Kongresszentrum Hofburg, Heldenplatz, 1010 Vienna, Austria.

Dates: 19-23 June 2023 (setup on 17 and 18 June only, dismantling on 23 June)

Schedule: The Commission may hold daily meetings from 8:00 till 23:00.

- 2.1. The Conference will be held in hybrid format with both in-person and remote participants via Webex (all days) and Interprefy platforms (only during the opening day on 19 June 2023).
- 2.2. During the Conference, from 19-23 June 2023, the Commission may hold meetings from 8:00 to 23:00.
- 2.3. The Commission will provide the Contractor with a final schedule of the Conference one (1) week prior to the start of the Conference.



- 2.4. The Contractor shall ensure that the technical staff is available for the provision of Work during the specified dates and times.

3. DESCRIPTION OF THE WORK

- 3.1. The Work shall consist of two Tasks, that shall be performed in parallel.

TASK 1 Provision of Equipment on a rental basis for video recording and streaming, and related technical support services

TASK 2 Provision of Equipment and Support services for event branding

- 3.2. All communication with the Commission shall be in the English language, both orally and in writing.
- 3.3. The Contractor shall perform Task 1 and/or 2 as defined in the Purchase Order.

4. SCOPE OF WORK

TASK 1

Provision of Equipment on a rental basis for video recording and streaming, and related technical support services

- 4.1. The Contractor shall provide the equipment on a rental basis and technical support services as described in this section.
- 4.2. Transportation to the Hofburg Palace, set-up, and testing of the equipment shall be performed ONLY on 17 June (12:00-18:00) and 18 June (08:00-23:00). The Contractor shall ensure that dismantling of the Equipment is completed after the Conference on 23 June by 23:00.

A. MAIN PLENARY (FESTSAAL) – 19-23 June 2023 (as per schedule)

- 4.3. The furnishing and stage-layout in Festsaal, including the expected number of guests present, will be communicated to the Contractor at latest one (1) month before the start date of the Conference.
- 4.4. The Contractor shall provide and operate the equipment for the multimedia setup as described below:
 - (1) **Conceptual Process.** The Contractor and the Commission will meet not later than one week after the issuance of the Purchase Order to discuss the concept of the entire event. During the conceptual process, the Contractor shall suggest technical solutions and design proposals in the technical implementation area.



- (2) The Contractor shall:
- (a) Provide a **Set Decoration** incorporating **LED Stage Display**, in line with the branding concept of the Commission, and as set out in Annex A of this specification. Furthermore, the contractor shall plan, construct, set up, operate, and dismantle the Set Decoration as agreed.
 - (b) Provide and operate **Show Lightning and Show Special Effects** in line with the branding concept provided by the Commission. The Contractor shall ensure that the equipment provided by the Hofburg is used and incorporated as necessary.
 - (c) Provide and operate the **Video Control System** (mixer) to control what is displayed on the LED wall (i.e., camera images, static images/graphics, pre-recorded videos, remote meeting feed and/or presentation PC output), as well as providing the displayed signal for streaming to the remote meeting via the ROOM SHARE Laptop.
 - (d) Provide:
 - d.i. A **Video Server and Software** that supports and runs video content from various sources simultaneously (i.e., HD Video, frame rates, Live feeds – external and internal, video loops, still photos, possible time codes, etc.). Last minute changes to the visual content should be easily added to the server, if necessary.
 - d.ii. A Professional HD **Video Camera** with **tripod** (to film the proceedings, send a signal to the video control system and send a 1080P signal to the Digital Recorder).
 - d.iii. A professional HD **Tele-Zoom Lens** (to provide stable close-ups and wide shots).
 - d.iv. 3 Remote **4k cameras** with HD output for wide-angle shots/cutaways/audience.
 - d.v. **Digital Recorder(s)** HD to record Full HD digital recordings from each camera and the mixed signal which is sent to remote participants through the ROOM SHARE laptop via Webex or Interprefy. Recordings will be uploaded to video sharing platforms after each session ends. Two copies of the recordings will be provided to the Commission on external hard disk drives.
 - d.vi. 3 **Preview Screens** at least 27” (for speakers on stage).
 - d.vii. 5 **Laptops** - English Windows/Office Pro, OBS, VLC, Webex (Remote Meeting Control, Room Share, Projection, Presentation and OBS Stream/Record).
 - d.viii. 2 **LCD Monitors** (21-24”) as secondary displays for OBS Stream/Record and Remote Meeting Control Laptops.
 - d.ix. 6 **LCD Monitors** (21-24”), showing the room camera feed (for interpretation booths).
 - d.x. **MicroCue** for remote control of slide presentations.



- d.xi. **Remote Meeting/Streaming Equipment** (i.e., BMD ATEM Mini) to feed the room audio/video into the “Room Share” PC, so that remote participants can see and hear what is happening in the conference room. The audio feed must be mix-minus, meaning that it does not include the audio from the remote meeting.

The following items will be provided and operated by the Hofburg:

- a) **Audio and Microphone Equipment**
- b) **Receivers & Ear Shells** for participants to listen to interpretation
- c) **Standard Stage Lighting** (white)

B. PRINZ EUGEN SAAL - 19-23 June 2013 (as per schedule)

4.5. The room will be prepared in Theatre style for 200 people. There will be a stage (6mx2m, 40cm height) with a podium for four and a lectern. Table(s) will be provided near the lectern for conference staff and presentation PC(s).

4.6. The Contractor shall provide and operate the following equipment:

- (1) **Front Projection Screen**
- (2) **Data Projector** 1 Chip, DLP, WUXGA 1920x1200 (16:10), 8.500 ANSI lumens (or better).
- (3) **Projection Tower** including skirting.
- (4) **Professional HD Video Camera** with **tripod** (to film the proceedings, send a signal to the video control system and send a 1080P signal to the Digital Recorder).
- (5) **Professional HD Tele-Zoom Lens** (to provide stable close ups and wide shots).
- (6) 2 Remote **4k cameras** with HD output for wide-angle shots/cutaways/audience.
- (7) **Video Control System** (mixer) to control what is projected (i.e., camera images, static images/graphics, pre-recorded videos, remote meeting feed and/or Presentation PC output), as well as providing the displayed signal to the remote meeting via the ROOM SHARE Laptop.
- (8) **Digital Recorder(s)** HD (to record full HD digital recordings from each camera and the mixed signal which is sent to remote participants through the ROOM SHARE laptop via Webex. Two copies of the recordings will be provided to the Commission on external hard disk drives.).
- (9) **Remote Meeting/Streaming Equipment** (i.e., BMD ATEM Mini) to feed the room audio/video into the “Room Share” PC, so that remote participants can see and hear what is happening in the conference room. The audio feed must be mix-minus, meaning that it does not include the audio from the remote meeting.
- (10) 2 **Preview Screens** 27” (one for the lectern and one for the podium)



- (11) **5 Laptops** - English Windows/Office Pro, OBS, VLC, Webex (Remote Meeting Control, Room Share, Projection, Presentation and OBS Stream/Record)
- (12) **2 LCD Monitors** (21-24") as secondary displays for OBS Stream/Record and Remote Meeting Control laptops

The following items will be provided and operated by the Hofburg:

- (a) Standard **Stage Lighting** (white);
- (b) **Audio and Microphone equipment.**

C. FORUM - 19-23 June 2023 (as per schedule)

- 4.7. The room will be prepared in Theatre style for 220 persons. There will be a stage with a podium for four persons and a lectern. Table(s) will be provided near the lectern for conference staff and presentation PC(s).
- 4.8. The Contractor shall provide and operate the following equipment:
 - (1) Front **Projection Screen** – 425 x 249 cm.
 - (2) **Data Projector** 1 Chip, DLP, WUXGA 1920x1200 (16:10), 12.000 ANSI lumens (or better).
 - (3) **Projection Tower** including skirting.
 - (4) Professional HD **Video Camera** with **tripod** (to film the proceedings, send a signal to the video control system and send a 1080P signal to the Digital Recorder).
 - (5) Professional HD **Tele-Zoom Lens** (to provide stable close ups and wide shots).
 - (6) 2 Remote **4k cameras** with HD output for wide-angle shots/cutaways/audience.
 - (7) **Video Control System** (mixer) to control what is projected (i.e., camera images, static images/graphics, pre-recorded videos, remote meeting feed and/or Presentation PC output), as well as providing the displayed signal to the remote meeting via the ROOM SHARE Laptop.
 - (8) **Digital Recorder(s)** HD to record Full HD digital recordings from each camera and the mixed signal which is sent to remote participants through the ROOM SHARE laptop via Webex. Two copies of the recordings will be provided to the Commission on external hard disk drives.
 - (9) **Remote Meeting/Streaming Equipment** (i.e., BMD ATEM Mini) to feed the room audio/video into the "Room Share" PC, so that remote participants can see and hear what is happening in the conference room. The audio feed must be mix-minus, meaning that it does not include the audio from the remote meeting.
 - (10) **2 Preview Screens 27"** (one for the lectern and one for the speakers on stage).
 - (11) **5 Laptops** - English Windows/Office Pro, OBS, VLC, Webex (Remote Meeting Control, Room Share, Projection, Presentation and OBS Stream/Record).



- (12) 2 LCD **Monitors** (21-24”) as secondary displays for OBS Stream/Record and Meeting Control Laptops.

The following items will be provided and operated by the Hofburg:

- (a) Standard **Stage Lighting** (white);
- (b) **Audio and Microphone Equipment.**

D. MARMORSAAL - 19-23 June 2023 (as per schedule)

4.9. The room will be prepared in Theatre style for about 50 persons. There will be a stage with a lectern. Table(s) will be provided near the lectern for conference staff and presentation PC(s).

4.10. The Contractor shall provide and operate the following equipment:

- (1) Front **Projection Screen**
- (2) **Data Projector** 1 Chip, DLP, WUXGA 1920x1200 (16:10), 12.000 ANSI lumens
- (3) **Projection Tower** including skirting
- (4) Professional HD **Video Camera** with **tripod** (to film the proceedings, send a signal to the video control system and send a 1080P signal to the Digital Recorder)
- (5) Professional HD **Tele-Zoom Lens** (to provide stable close ups and wide shots)
- (6) 2 Remote **4k cameras** with HD output for wide-angle shots/cutaways/audience
- (7) **Video Control System** (mixer) to control what is projected (i.e., camera images, static images/graphics, pre-recorded videos, remote meeting feed and/or Presentation PC output), as well as providing the displayed signal to the remote meeting via the ROOM SHARE Laptop.
- (8) **Digital Recorder(s)** HD to record Full HD digital recordings from each camera and the mixed signal which is sent to remote participants through the ROOM SHARE laptop via Webex. Two copies of the recordings will be provided to the Commission on external hard disk drives.
- (9) **Remote Meeting/Streaming Equipment** (i.e., BMD ATEM Mini) to feed the room audio/video into the “Room Share” PC, so that remote participants can see and hear what is happening in the conference room. The audio feed must be mix-minus, meaning that it does not include the audio from the remote meeting.
- (10) 2 **Preview Screens** 27” (one for the lectern and one for the chairperson)
- (11) 5 **Laptops** - English Windows/Office Pro, OBS, VLC, Webex (Remote Meeting Control, Room Share, Projection, Presentation and OBS Stream/Record)
- (12) 2 LCD **Monitors** (21-24”) as secondary displays for OBS Stream/Record and Meeting Control Laptops
- (13) Additional Audio and Lightning Equipment for 2 to 4 speakers if required by the Commission for presentations (**OPTIONAL**).



The following items will be provided and operated by the Hofburg:

- (a) Standard **Stage Lighting** (white);
- (b) **Audio and Microphone Equipment.**

E. GARDEHALLE I - 19-23 June 2023

4.11. The Contractor shall provide and operate the following equipment:

- (1) Small **Projection Screen** – 286 x 170 cm
- (2) Small **Data Projector**, WUXGA 1920x1200 (16:10), 4800 Ansi Lumens
- (3) **Laptop** – English Windows/Office Pro, OBS, VLC, Webex (HDMI output)

F. KÜNSTLERZIMMER – 19-23 June 2023

4.12. The Contractor shall provide and operate the following equipment:

- (1) Small **Projection Screen** – 286 x 170 cm
- (2) Small **Data Projector**, WUXGA 1920x1200 (16:10), 4800 Ansi Lumens
- (3) **Laptop** – English Windows/Office Pro, OBS, VLC, Webex (HDMI output)

G. RADETSKY APPT I – 19-23 June 2023

4.13. The Contractor shall provide and operate the following equipment:

- (1) Small **Projection Screen** – 286 x 170 cm
- (2) Small **Data Projector**, WUXGA 1920x1200 (16:10), 4800 Ansi Lumens
- (3) **Laptop** - English Windows/Office Pro, OBS, VLC, Webex (HDMI output)

H. RELATED TECHNICAL SUPPORT

4.14. The Contractor shall provide on-site technical personnel as necessary to perform the Work under Task 1. This shall include Work performed outside normal business hours, if necessary.

4.15. Personnel shall be technically qualified and cover all areas of relevant expertise (e.g. audio and light technicians, camera operators etc.)

4.16. The Contractor shall ensure that one Operation Manager will be present during the Conference to manage all Work and personnel. The Operation Manager shall have a good working knowledge of the English language.



I. OPTIONAL EQUIPMENT

- 4.17 In addition to the above, the Contractor shall provide and operate the following optional equipment, only if-and-when requested by the Commission. The equipment may be installed in any rooms above. The Contractor shall ensure that the equipment listed below is provided to the Commission as, and when, required during the Conference.
- a. **LCD-TV 55"** with **Stand** compatible with laptops (HDMI input)
 - b. Small **Data Projector** (HDMI input) for small meeting room
 - c. Small **Projection Screen** for small meeting room
 - d. Small **Sound System** (i.e., Speakers) with Wireless Handheld **Microphone(s)**
 - e. Portable HD **Video Camera** with **Tripod**
 - f. Small Remote 4K **Camera** with HD output with Tripod or Stand
 - g. Small streaming **Mixer/Switcher** (ie. ATEM Mini) for hybrid meetings
 - h. All-in-One **Conferencing Camera** for hybrid meetings (i.e., Kandao Meeting)
 - i. **Laptop** - English Windows/Office Pro, OBS, VLC, Webex (HDMI output)
 - j. **LCD Monitor** (21-24") compatible with laptops (HDMI input)

J. OPTIONAL TECHNICAL SUPPORT

- 4.18 The Contractor shall provide the following optional services, only if-and-when requested by the Commission:
- i. Three (3) persons acting as supervisors and producers for the streaming of each of the Parallel Session rooms (Festsaal, Prinz Eugen Saal and Forum) throughout all sessions (refer to Section K below). As supervisors and producers, these persons shall ensure that the outgoing stream works smoothly in terms of image design, editing, rundown and integration of all secondary content (e.g., presentation slides etc.) and follows a contemporary design appropriate for a professional streaming broadcast.
 - ii. This task requires both technical skills and an aesthetic understanding. The Commission will provide these persons with a manual outlining the overall design of the outgoing stream.
 - iii. The Commission will inform the Contractor at latest one (1) month before the date of the Conference on the need for this service.



K. ADDITIONAL SERVICES

- 4.19 The Contractor shall be responsible for all necessary activities related to the Work e.g., packing of equipment, transportation, on-site testing of equipment, on-site repair, set-up, and dismantling.
- 4.20 The Contractor shall provide the Commission with the Static Reports in accordance with the Austrian Law. ref ÖNORM EN 13814 "*Veranstaltungsstättenrichtlinie*"
<https://www.wien.gv.at/wirtschaft/gewerbe/technik/pdf/veranstaltungsstaetten-richtlinie.pdf>

L. TECHNICAL SUPPORT TO STREAMING AND RECORDING:

- 4.21 This Section describes the services to be provided by the Contractor in support of the streaming and recording of the events of the Conference.
- 4.22 The meetings during the Conference will be held in a hybrid format, both in-person and remotely. The remote meetings will be streamed via Webex or OBS.
- 4.23 The Contractor shall install and test the equipment as defined under Task 1 and ensure that the technical requirements are fulfilled. All laptops described below (Remote Meeting Control, Room Share, Projection, Presentation and OBS Stream/Record) will be operated by the Commission.
- 4.24 The Contractor shall video record all the cameras which they are providing and operating. The Contractor shall display/project the content as requested by the Commission, at the agreed time and according to the detailed schedule/plan which will be provided in advance.
- 4.25 The Contractor shall not stream the conferences. The Contractor will provide the audio/video to the Atem media switch, which is connected to the laptops (live stream through SuperEvent). The Contractor shall provide the media switch and the laptop in question. The audio/video sent to the media switch is the same as that displayed/projected in the room and in the remote meeting.
- The remote meeting ROOM HOST laptop installed in each conference room shall receive audio (mix-minus) and video from the Video Control System, using a BMD ATEM Mini or equivalent device.
 - The PROJECTION laptop will provide video output of the remote meeting to the Video Control System for display/projection in each conference room.
 - Pre-recorded videos will be provided to the Contractor to display in the room and for remote participants via the ROOM HOST laptop via Webex or Interpretfy and SuperEvent.



- The STREAM/RECORD laptop shall have two displays. The remote meetings will be shown on one display and OBS on the other. OBS (or Webex) will be used to stream and record the remote meetings.
- The PRESENTATION laptop will be used to share presentations in the remote meetings and shall also be capable to project/display on the screens in the conference rooms.
- The REMOTE MEETING CONTROL laptop shall have two screens and will be used to unmute remote speakers and communicate with remote participants. If Webex is used, it is possible to stream/record within the application, however, the Commission may prefer to use OBS rather than Webex to avoid Webex watermarks on the video stream.

4.25.1 The Commission and the Contractor shall meet not later than two weeks after the issue of the Purchase Order in order to discuss and agree on a technical design/plan that shall ensure that the above requirements are understood and fulfilled before the installation is implemented.

TASK 2

A. PROVISION OF EQUIPMENT AND RELATED TECHNICAL SUPPORT FOR EVENT BRANDING

- 4.26 The Contractor shall support the Commission in the development of overall ambience branding in accordance with the branding concept provided by the Commission.
- 4.27 Considering the international participation in the Conference, all documentation and branding materials shall be in the English language. The Commission may require corrections to the English texts proposed by the Contractor together with the branding materials.
- 4.28 The Commission expects to provide the complete branding concept to the Contractor no later than 30 April 2023.
- 4.29 Transportation to the Hofburg Palace, set-up, and testing of items/equipment shall be performed ONLY on 17 June (12:00-18:00) and 18 June (08:00-23:00). The Contractor shall ensure that dismantling is completed after the Conference on 23 June by 23:00.

B. EXHIBITION AREA (SEITENHALLE, GARDEHALLE I & II, Oberes Platzl) 19-23 June 2023

- 4.30 The Contractor shall provide the equipment, items, and services as described below:
- (1) **Exhibition stands:** up to 39 exhibition stands measuring 1.00m x 2.00m including carpets, branding and equipment in accordance with the branding concept provided



by the Commission, in form of booths including carpets and branding in accordance with the branding concept provided by the Commission.

- (2) **Multimedia equipment** for the exhibition stands such as ambience lighting or video displays as required by the Commission and depending on the requests of the exhibitors (this is addition to the equipment under Task 1), on a rental basis.
- (3) **Ambience branding** items in form of prints, displays, backdrops including supporting structures (holders) if required, carpets and/or furniture where necessary in accordance with the branding concept provided by the Commission.
Supporting structures and furniture shall be provided on a rental basis. Branding items customized for the Conference shall be procured upon request of the Commission under separate Purchase Orders.

C. SESSION AREAS (PRINZ EUGEN SAAL, FORUM) 19-23 June 2023

- 4.31 The Contractor shall provide ambience branding for this room in form of prints, displays and/or backdrops where necessary in accordance with the branding concept provided by the Commission.

D. E-POSTERS PRESENTATION AREA (MARMORSAAL) 19-23 June 2023

- 4.32 The Contractor shall provide ambience branding for this room in form prints, displays and/or backdrops including supporting structures where necessary and in accordance with the branding concept provided by the Commission.

E. OVERALL AMBIENCE BRANDING (HOFBURG FOYER, FESTSTIEGEN, OBERES & UNTERES PLATZEL, HOFBURG GALERIE, SEITENGALLERIE, WINTERGARTEN, ZEREMONIENSAAL, ANTESAAL, RITTERSAAL) 19-23 June 2023

- 4.33 The Contractor shall produce/procure ambience branding for the remaining areas of Hofburg, as described below:
- (1) **Ambience lightning** in accordance with the branding concept provided by the Commission.
 - (2) **Ambience branding** in form of prints, displays and backdrops including supporting structures where necessary and in accordance with the branding concept provided by the Commission.

F. ADDITIONAL SERVICES

- 4.34 The Contractor shall be responsible for all necessary activities related to the Work e.g., packing of equipment, transportation, on-site testing of equipment, on-site repairs, set-up and dismantling.



- 4.35 The Contractor shall provide the Commission with the Statics Reports in accordance with the Austrian Law Ref ÖNORM EN 13814 "*Veranstaltungsstättenrichtlinie*" <https://www.wien.gv.at/wirtschaft/gewerbe/technik/pdf/veranstaltungsstaettenrichtlinie.pdf>, if applicable.

G. RELATED TECHNICAL SUPPORT:

- 4.36 The Contractor shall provide on-site technical personnel as necessary to perform the Work under Task 2. This shall include Work performed outside normal business hours, if necessary.
- 4.37 The personnel shall be technically qualified and cover all areas of relevant expertise (e.g., designers, audio and light technicians, knowledge of Webex and OBS is an asset, computer graphics, etc.)
- 4.38 The Contractor shall ensure that one (1) on-site Operation Manager will be present during the Conference to manage all Work and personnel. The Operation Manager shall have a good working knowledge of the English language.

H. GRAPHICS DESIGN AND ANIMATED CONTENT

- 4.39 The Contractor shall provide all visual design elements for the branding of the event in accordance with the branding concept provided by the Commission.

This can include, among other things, graphic assets (such as brandings, prints, backdrops, stage sets, exhibition stands branding) as well as animated features (such as high-end animated conference branding visuals or a show reel opening video for the Main Plenary meeting in the Festsaal). All design elements shall be discussed and approved in advance by the Commission.

- 4.40 Physical items will be provided by the Commission.
- 4.41 The Contractor shall provide the following Work:
- (1) **Development of graphic and animated design** elements in accordance with branding concept provided by the Commission, including as a minimum three feedback loops.
 - (2) **Production of all print data** (blueprint) after approval of the graphic assets by the Commission.
 - (3) **Production of animated features** after approval of assets by the Commission
 - (4) **Production/provision of the graphic design elements** in the format most suitable for the respective area of application as branding (such as prints, sets, projections, etc.).



- 4.42 The Contractor and the Commission shall meet and discuss the visual design elements not later than one week after the issuance of the Purchase Order. The Contractor shall provide suggestions and design of all the selected promotional print products (e.g., banners, backdrops, display walls, flags, roll ups for all branded rooms, etc.).
- 4.43 Following the meeting, the Contractor shall provide an initial proposal of the graphic and video design elements to the Commission for evaluation, no later than three (3) weeks after said meeting, for final review and approval by the Commission. All proposed design/solutions shall be properly documented e.g., through written documentation and/or images or samples showing the expected results.
- 4.44 Following approval by the Commission, the Contractor shall complete the production of all print data and the production/provision of the graphic design elements. The production/provision of the elements shall be completed no later than two (2) weeks before the start of the set-up at the Hofburg.
- 4.45 The orders of the items shall be implemented by the Commission through separate Purchase Orders.

I. ANIMATED ELEMENTS (VIDEO)

- 4.46 The animated elements shall include the production of a video animation with a length of up to 3 minutes, playable on the LED set up in FESTSSAAL (see sample set up in Annex A to this specification).
- 4.47 The video shall contain real-life stock footage (both photographs and videos), abstract graphic elements connecting the real-life stock footage stylistically, inserts and superimposed titles, a narrator (m/f; voice only) and musical elements. The video shall not contain 3D or photorealistic animations or renderings, interviews or footage that is to be produced specifically for the video (no extra shootings). Technically and stylistically the video is to be structured visually in four vertical segments, so that the video can be played over the four separate LED screens at FESTSAAL, as set out in Annex A of this specification.
- 4.48 A sample for reference can be found at the following link:
<https://youtu.be/sVPYIRF9RCQ>
- 4.49 The Contractor shall provide suggestions of audio/video products and advanced animations using the conference branding.
- 4.50 The audio/video are to be rolled out during and after the Conference. All multimedia shall include worldwide music, and free use of audio and image rights.
- 4.51 The Contractor shall provide a first cut for review of and comments to the Commission no later than three (3) weeks after receiving the branding concept. The Commission shall have the right to request up to three (3) modifications of the video.

4.52 The final video edit shall be provided no later than three (3) weeks after the end of the Conference.

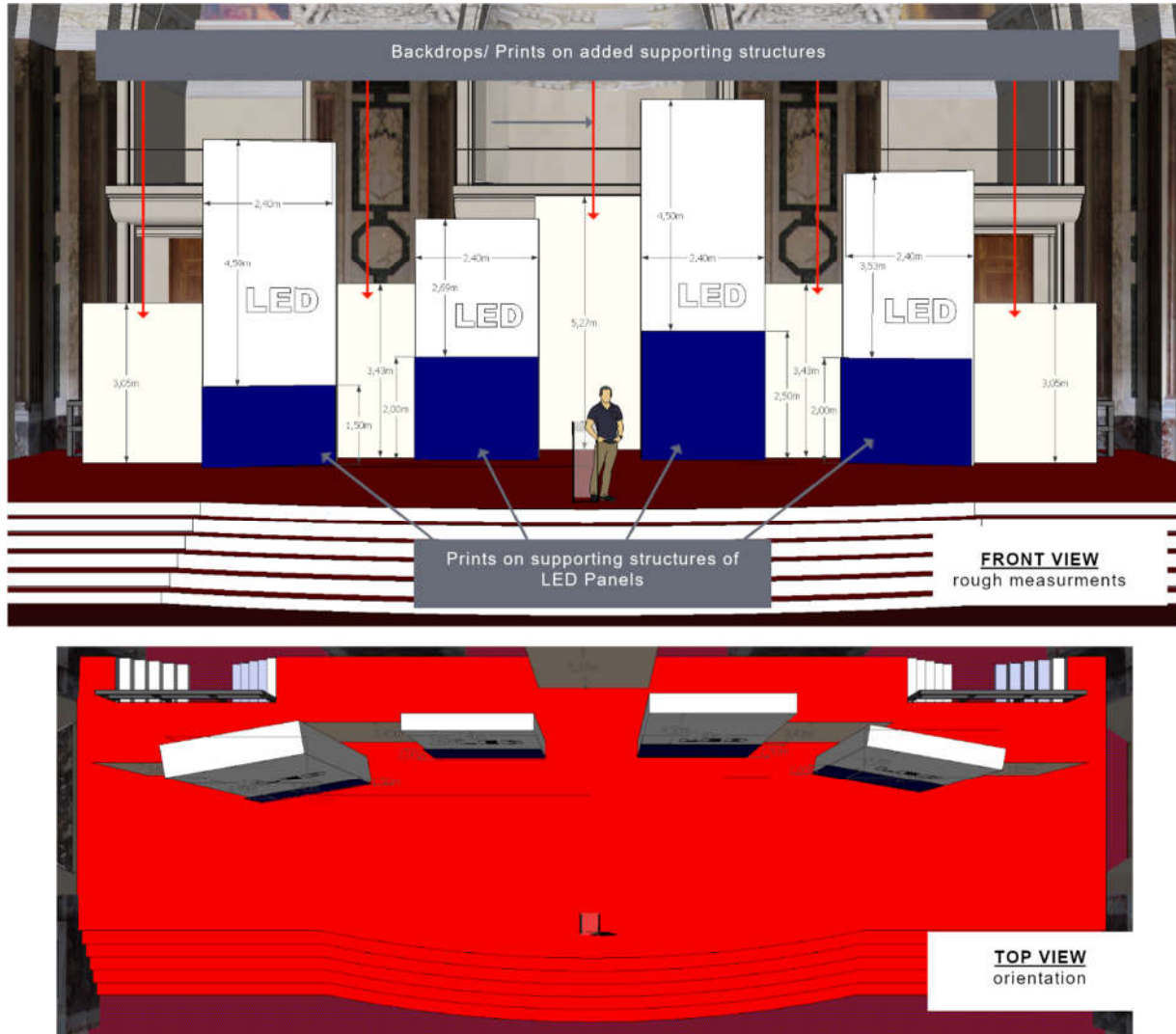
BRANDING CONCEPT AND QUANTITY OF BRANDING SUPPORT

4.53 The Commission will provide a branding concept for all assets described in TASK 2 Points A. through I. by 30 April 2023.



ANNEX A

SAMPLE DRAWING OF POSSIBLE STAGE SET DECORATION



Attachment 3

“Procedure for Submission of Electronic Offers in 2 Sealed Files”

The Commission invites you to submit your sealed offer (Bid or Proposal) in response to the solicitation forming part of this request.

Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this tender process.

CRITICAL INFORMATION:

Create separate zip files for the technical offer and financial offer (labeling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

Step 1: You provide the encryption key (password) for the *Technical Offer only* (in accordance with the below instructions)!

Step 2: After the Commission has performed the evaluation of the Technical Offer, if your Technical Offer is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Offer you have already submitted by the tender Deadline.

Should you have any questions, please send an email to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offer will not be accepted.

INSTRUCTIONS:

1. In a **WINDOWS** environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive.

In the below, we'll use 7-zip as an example.

(You can download the 7-zip code for Windows at: 7-zip.org)

2. In **LINUX** environment, you can use, for instance, “sha1sum” on the command line.

Creating the archives for submission

Regardless of whether the offer is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your offer in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the offer for “RFP 2020-0010/EDWALD”. (You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.) Assuming further that you have installed the 7-zip software on the Windows system you are using.

We will only go through the creation of the Technical Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.

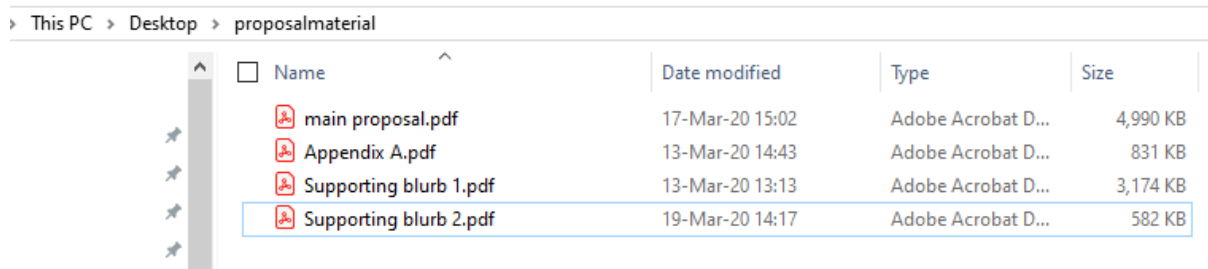


Figure 1 An example set of files to be submitted

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “ >” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the offer in question: the actual company indicator, and the actual RFP/ITB identification string. Note that it is not possible to put a slash “/” in the filename, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner.

Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial Proposal/Bid.

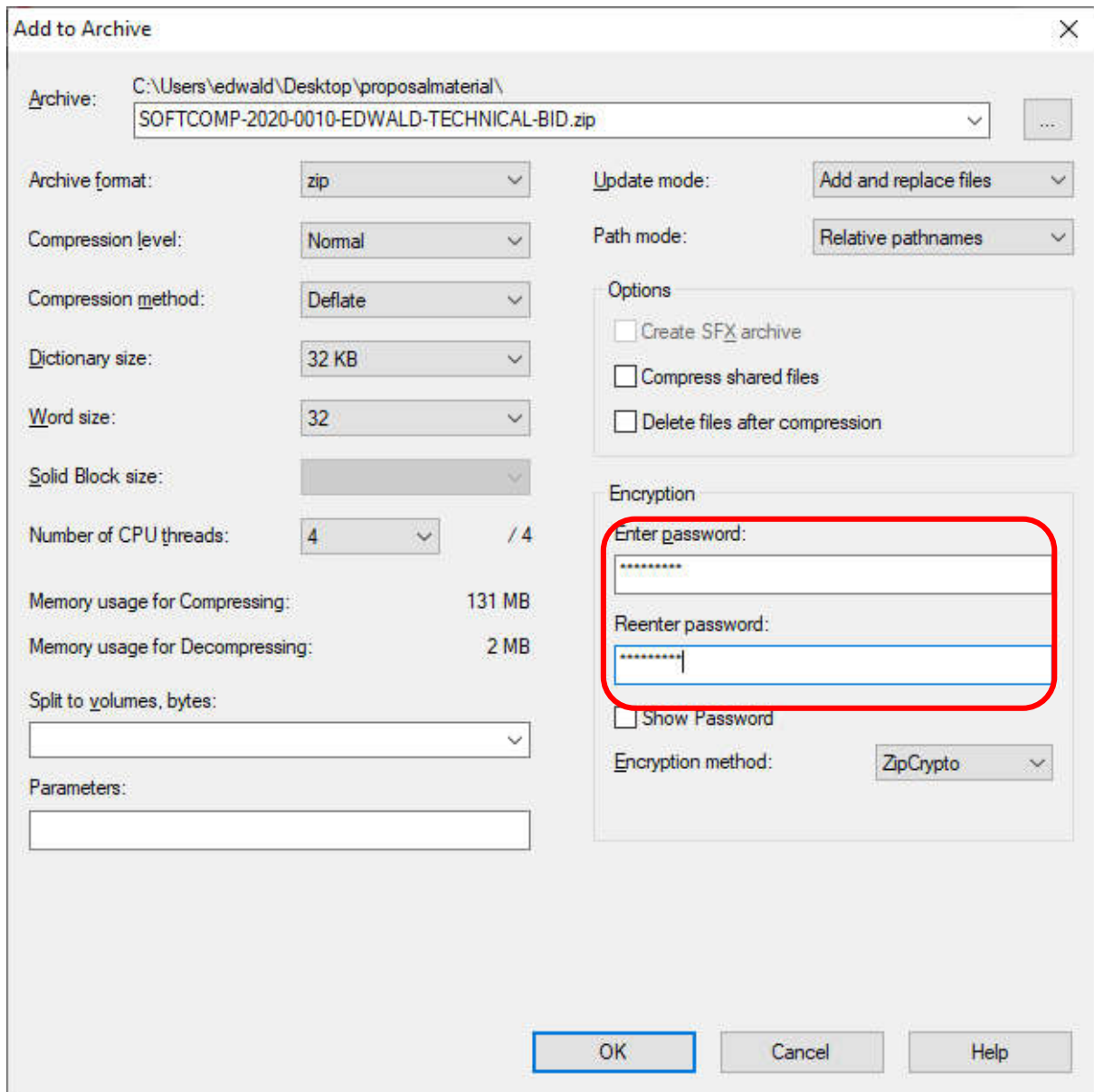


Figure 2 Creating an Archive

Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file hasn’t been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “**CRC SHA** >”. Hovering over the “>” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)

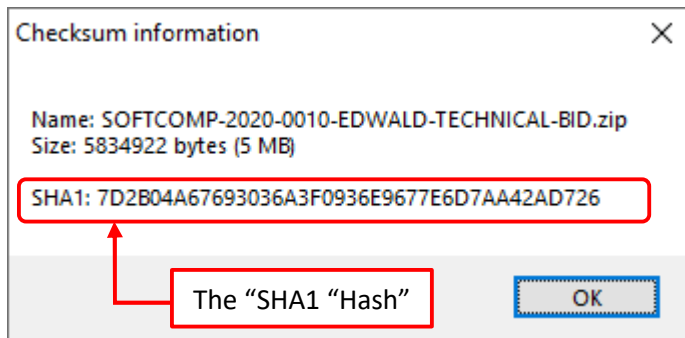


Figure 3 SHA1

If this CRC SHA function is not available by 'right-click' on your Windows version, you can also do this from 'the command line', a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command:

`"certutil -hashfile SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip sha1"`
where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 "hash". You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

The way to open a Command window (or 'terminal') depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

<https://www.lifewire.com/how-to-open-command-prompt-2618089>

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** sealed_bids@ctbto.org (note that there is an underscore "_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)
2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.) **SEND THIS TO:** bid_keys@ctbto.org

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the sealed_bids@ctbto.org mailbox. You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".

The Financial Offer Encryption Key will need to be provided by you to the same e-mail (bid_keys@ctbto.org) within 48 hours of the Commission's request, clearly marked in Subject: Encryption Key for (example): "SOFTCOMP 2020-2010 EDWALD-Financial Offer". If your Offer is not considered "technically acceptable", the Commission will not request an Encryption Key for your Financial Offer, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to procurement@ctbto.org.

We recommend that you leave yourself plenty of time to complete the above process (including getting any necessary assistance from the Commission), as late offers will not be accepted.



ATTACHMENT 4

EQUIPMENT LIST

SnT2023 - EQUIPMENT LIST														
	LAPTOPS (contractor)	LCD MONITORS (22-24")	27" PREVIEW SCREENS	A/V SWITCHES (Atem)	DIGITAL RECORDER(s)	REMOTE CAMERAS	VIDEO CAMERA + TRIPOD	VIDEO CONTROL SYSTEM	LED STAGE DISPLAY	DATA PROJECTORS	PROJECTION SCREENS	STAGE LIGHTING (WHITE)	AUDIO EQUIPMENT	RECEIVERS + EAR SHELLS
FESTSAAL (Conference Room)	5	2	3	1	1	3	1	1	1			1	1	1000
FESTSAAL (Interpreter Booths)		6											1	
PRINZ EUGEN SAAL (Conference Rm)	5	2	2	1	1	2	1	1		1	1	1	1	
FORUM (Conference Room)	5	2	2	1	1	2	1	1		1	1	1	1	
MARMORSAAL (Meeting Room)	5	2	2	1	1	2	1	1		1	1	1	1	
GARDEHALLE I (Exhibitors/Vendors)	1									1	1			
KUNSTLERZIMMER (GEM Mtg. Room)	1									1	1			
RADETZKY APPT I (ES Meeting Room)	1									1	1			
TOTAL REQUIRED:	23	14	9	4	4	9	4	4	1	6	6	4	5	1000
PROVIDED BY HOFBURG:												4	5	1000
PROVIDED BY CONTRACTOR:	23	14	9	4	4	9	4	4	1	6	6			

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

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

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

- j) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any), is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- k) Neither the organization/firm, its parent entities (if any), nor any of its subsidiary or affiliated entities (if any) will use the funds received under contracts/purchase orders with the Commission to provide support to individuals, groups, undertakings or entities associated with terrorism.
- l) The prices in the firm/organization's proposal/bid/quotation have been arrived at independently, without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
- m) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings, if it offers, gives or agrees to give, directly or indirectly, to any current or former staff member of the Commission a gratuity in any form, an offer of employment or any other thing of service or value, as an inducement with respect to an act or a decision of, or a procedure followed by, the Commission in connection with a procurement proceeding.
- n) The Commission shall have the right to disqualify the firm/organization from participation in any further procurement proceedings if it does not disclose to the Commission any situation that may appear as a conflict of interest, and if it does not disclose to the Commission if any official or professional under contract with the Commission have an interest of any kind in the firm/organization's business or any kind of economic ties with the firm/organization.
- o) The firm/organization expressly agrees to abide by the United Nations Supplier Code of Conduct.¹

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

¹ <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

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

1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box: City:	4. E-Mail:	
Zip Code: Country:	5. Website:	
6. Contact Person:		Title:
7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION		
8. Year Established:	9. Number of Employees:	
10. Gross Corporate 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"/> Other <input type="checkbox"/> (please explain)		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
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.

