

## REQUEST FOR PROPOSAL

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**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2023-0038/APYLOV **BA**  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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



**Attn:** Sales Manager

**Date:** 30 Mar 23

**Subject:** Design, manufacturing and installation of surface seismic vaults at AS057, Borovoye, Kazakhstan

**Deadline for Submission: 24 April 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 submit a proposal that meets the requirements of the attached documents.

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

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

Yours Sincerely,



Sally Alvarez De Schreiner  
Chief, Procurement Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2023-0038 <b>Title:</b> Design, manufacturing and installation of surface seismic vaults at AS057, Borovoye, Kazakhstan	<b>Closing Date:</b> 24 April 23 <b>Vienna Local Time:</b> 17:00
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**Procurement Staff:** Bugubai Apylov

**CTBTO Req. No.:** 0010021680

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

<b>A: We shall submit our proposal</b>	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

<b>B: We may submit and will advise</b>	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

<b>C: We will not submit a proposal for the following reason(s)</b>	
<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 PROPOSALS

### 1. General

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the Commission) with its headquarters in Vienna is the International Organization mandated to establish the global verification system foreseen under the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which is the Treaty banning any nuclear weapon test explosion or any other nuclear explosions. The Treaty provides for a global verification regime, including a network of 321 stations worldwide, a communication system, an International Data Centre and on-site inspections to monitor compliance with the Treaty.

This Request for Proposal (RFP) is for the provision of goods and services as described in the Terms of Reference (TOR).

The Proposal shall meet all requirements stated in this RFP. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

### 2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachment:
  - Attachment 1: Evaluation and Selection Method
  - Attachment 2: Procedure for Submission of Electronic Offers in 2 Sealed Files
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Bidder's Statement
- (f) Vendor Profile Form
- (g) The Commission's Model Contract and its Annexes A – B:
  - o The Commission's General Conditions of Contract (Annex A)
  - o Terms of Reference (Annex B).

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

### 3. Amendment of RFP Documents

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

### 4. Language of the Proposal

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

## 5. Format and Submission of the Proposal

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

The Proposal shall be prepared in **three separate pdf files**, one containing a Technical Proposal, one containing a Financial Proposal *with* prices, and one containing a Financial Proposal *without* prices.

No pricing/financial information shall be included in the Technical Proposal. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Proposal.

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

The Proposal shall be received not later than the closing date indicated in the Letter of Invitation. The subject of the email shall contain the following:

*NAME OF THE PROJECT: [Description indicated in Letter of Invitation]*  
*CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]*

## 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 RFP as soon as possible after receipt of the solicitation documents, but in any case, no later than 5 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re RFP No. 2023-0038/Apylov

The Commission will make all reasonable efforts to issue the clarifications not later than 4 business days prior to the Closing Date.

Except in the case of responding to an RFP clarification, no bidder shall contact the Commission on any matter relating to the Proposal after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

## 7. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFP. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

## **8. Type of Contract and Payment**

The Commission wishes to engage a contractor for this project based on firm-fixed price in accordance with the attached Model Contract. The terms and conditions of payment for the work are described in Clause 12 of the attached Model Contract.

## **9. Preparation of the Proposal**

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

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**
- III. **Financial Proposal without prices**

providing, but not limited to, the following information:

### **PART I: TECHNICAL PROPOSAL**

#### **Section 1 – Statement of Confirmation, Bidder’s Statement and Vendor Profile Form**

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

#### **Section 2 – Eligibility, Qualifications and Capability of the bidder**

The Proposal shall include the following concerning the bidder’s qualifications and capability:

- (a) Copies of necessary licences and permits allowing to conduct the Work.
- (b) Confirmation that the bidder will be responsible to contact the Station Operator and obtain required permits and clearance (including land-use rights) for access to the Station with the sole purpose of performing the Work as set out in the Terms of Reference. The permits and clearance from the Station Operator shall be obtained prior to the commencement of the works.
- (c) A statement that the capacity of the bidder, in terms of qualified manpower resources, is adequate to conduct the Work.
- (d) Information regarding relevant experience in similar projects of the bidder. Provide minimum two (2) reference cases for similar projects.

#### **Section 3 – Scope of Work**

The Proposal shall include a brief description on how the bidder will perform the Work and the overall plan for the execution of the tasks described in the Terms of Reference. The bidder shall furnish such description by providing a section-by-section response or comments to the Work Tasks, as described in the Terms of Reference.

The Proposal shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission, whether or not having cost implications. This shall include details of warranties/manufacturer’s guaranties in respect to any items of the Station and/or equipment.

Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.

#### **Section 4 – Point of Contact and Personnel**

**Point of Contact**

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

**Personnel**

The Proposal shall include a list of capable and experienced personnel, including their function, duration of assignment, curriculum vitae of key personnel proposed to perform the Work.

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

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

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

**Section 5 – Sub-Contractors**

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

**Section 6 – Acceptance of Model Contract and its Annexes**

The Proposal shall include a statement that the bidder has carefully reviewed the Model Contract, its Annexes, including General Conditions of Contract, and is in agreement with all its terms and conditions including the contract period. Any deviations may be a factor in the decision of a contract award.

The bidder shall provide the necessary information required for the preparation of the Contract, such as registered name and address of the organization, the name and position of the legal representative authorized to sign the contract on behalf of the organisation.

**Section 7 – Time Schedule**

The Proposal shall contain a bar chart indicating an estimation of the duration of the services, including the duration of each task required by the Terms of Reference. Delivery time shall be indicated in weeks after receipt of an order and shall be firm from the submission of the Proposal until conclusion of the Contract.

**Section 8 – Insurance**

Insurance to be included in the Proposal must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage

## **PART II: FINANCIAL PROPOSAL**

### **Section 1 – Total Price**

The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference.

A firm fixed price shall be quoted, providing a proper breakdown of the details for equipment, materials, supplies, remuneration and expenses, which are part of the total contract price, as referred in more details below. The remuneration shall include basic salaries, fees, overheads and other charges, which would be due to be paid in as much as they are levied in conclusion or implementation of the contract, specifying unit rate per hour/day/month of the personnel involved and total number of days. Overhead, fees or other charges included in the remuneration costs shall be quoted separately with a proper breakdown and justification of each charge.

### **Section 2 – Cost Breakdown**

The Financial Proposal shall provide the detailed prices related to each Work task referred to in the Terms of Reference, breaking down person-day rates per each activity, travel costs (if/as applicable - please provide the details), cost of equipment, materials and supplies (please provide the details and separate cost breakdown for each item) and any other costs (please provide explanation and separate cost breakdown for each item).

A proper cost breakdown, cost details, justifications and explanations of each of the cost items would enable the Commission to evaluate the Proposal promptly and proceed with less requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for contract award.

### **Section 3 – Taxes**

In principle the Commission is exempt from taxes. **“Taxes”** means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

#### *(1) For Austrian companies*

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or be separately identified on the 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 Contract 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 Contract (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 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. For deliveries to Vienna, Austria, and due to the tax exemption at source, applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

**10. Completeness and Correctness of the Proposal**

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

**11. Validity of the Proposal**

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

**12. Correction of Errors**

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

**13. Evaluation, Selection and Award**

The Commission will conduct the evaluation and selection based on the criteria and method specified in Attachment 1 (Evaluation and Selection Method).

The Commission also reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

**14. Negotiations of the Proposal**

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

**15. Modification and Withdrawal of the Proposal**

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

**16. The Commission's Right to Reject the Proposal**

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

**17. Costs of preparation and submission of the Proposal**



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

**18. Proprietary Information**

All documentation and information contained in this RFP are proprietary to the Commission and shall not be duplicated, used or disclosed -in whole or in part- for any purpose other than to evaluate them and respond to the Commission's request for Proposal or otherwise without prior written agreement of the Commission.

**Attachment 1**

**EVALUATION AND SELECTION METHOD- RFP: 2023-0038**

**Replacement of Equipment Vaults at AS57 BVAR, Kazakhstan**

<b>TABLE 1</b>			
<b>Eligibility criteria as set out in RFP Instructions Section 9 PART I: TECHNICAL PROPOSAL</b>			<b>PASS/FAIL</b>
<p>The Proposal shall include the following concerning the bidder’s qualifications and capability:</p> <ul style="list-style-type: none"> <li>(a) Copies of necessary licences and permits allowing to conduct the Work.</li> <li>(b) Confirmation that the bidder will be responsible to contact the Station Operator and obtain required permits and clearance (including land-use rights) for access to the Station with the sole purpose of performing the Work as set out in the Terms of Reference. The permits and clearance from the Station Operator shall be obtained prior to the commencement of the works.</li> <li>(c) A statement that the capacity of the bidder, in terms of qualified manpower resources, is adequate to conduct the Work.</li> <li>(d) Information regarding relevant experience in similar projects of the bidder. Provide minimum two (2) reference cases for similar projects.</li> </ul>			
<b>OVERALL</b>			<b>PASS/FAIL</b>
Only offers of bidders meeting the above eligibility criterion will be considered for the next stage of the evaluation (quality evaluation/scoring)			
<b>Technical Evaluation Criteria</b>	<b>Max Points</b>	<b>Weight Factor</b>	<b>Max Obtained Score</b>
<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
1. Supplier's qualification (sub-paragraph 4.1 of TOR)	5	3	15
2. Understanding of Scope of Work and General obligations (Section 3 and sub-paragraphs 4.2 – 4.4 and 4.6 of TOR)	5	2	10
3. Ability to acceptably complete design in Work Task 1 (Section 5.1 of TOR)	5	3	15
4. Ability to acceptably complete manufacturing in Work Task 1 (Section 5.2 of TOR)	5	3	15
5. Ability to acceptably complete Work Task 2 (Section 6 of TOR)	5	3	15
6. Ability to acceptably perform cleaning and disposal (Section 8 of TOR)	5	2	10
7. Documentation, Plans and Reports requirements (Section 7 of TOR)	5	2	10
8. Acceptable delivery time (sub-paragraph 4.5 of TOR)	5	2	10
<b>Total Obtained Points</b>	<b>40</b>		<b>100</b>
<b>Technical Evaluation Score</b>	Obtained score*70%		

Points (column 2) will be awarded to Technical Proposal against each the technical evaluation criteria (column 1) of Table 1 in accordance with Table 2 below.

The minimum "technically acceptable Proposal" is the Technical Proposal, which has obtained minimum 3 points against each technical evaluation criteria. It should be noted that if a Technical Proposal obtains less than 2 points for any technical evaluation criteria, this Proposal shall be considered as "not technically acceptable proposal", which does not meet the minimum technical requirements and the Bidder will be excluded from the evaluation process.

A Technical Proposal, which meets the minimum evaluation criteria and in some area(s) has exceeded minimum requirements, will be assigned additional points, up to 5 points. Upon finalization of the technical evaluation, all technical scores at the technical evaluation stage will be converted according to 70% weight for technical part of evaluation.

**TABLE 2**

Scoring	Points
Does not meet the minimum technical, functional, or performance related criterion. Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the requirement.	1
Meets the criterion in <i>most</i> areas but is lacking details and responsiveness in some areas of the requirement.	2
Meets the minimum acceptable requirements in all areas.	3
Meets the minimum acceptable requirements in all areas and exceeds it in <u>some</u> areas.	4
Technical Proposal exceeds the minimum level of requirements <u>in all areas</u> and adds additional technical, functional and performance related value to the proposed equipment, services or work.	5

**TABLE 3**

Subject to the compliancy of the Technical Proposal to the minimum technical requirements based on the technical evaluation criteria, the Financial Proposal shall be evaluated in accordance with the formula given below:

$$X = Y/Z * 30$$

Legend

X = Score of the Financial Proposal

Y = Price of the lowest priced offer, which is "technically acceptable offer"

Z = Price of the financial offer being evaluated

**TABLE 4**

The Contract will be awarded to the Bidder, whose Proposal obtains the "highest total combined score" resulting from the technical and financial evaluation:

**Total Combined Score = Technical Evaluation Score + Financial Score**

The weight of the technical and evaluation components is 70% and 30% respectively.

The Commission expects all bidders to accept the Commission's Model Contract and General Conditions of Contract in full. Any deviation submitted by the bidders to the provisions of these documents may be a factor in the Commission's contract award decision.

## Attachment 2

### **“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](mailto: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](http://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.

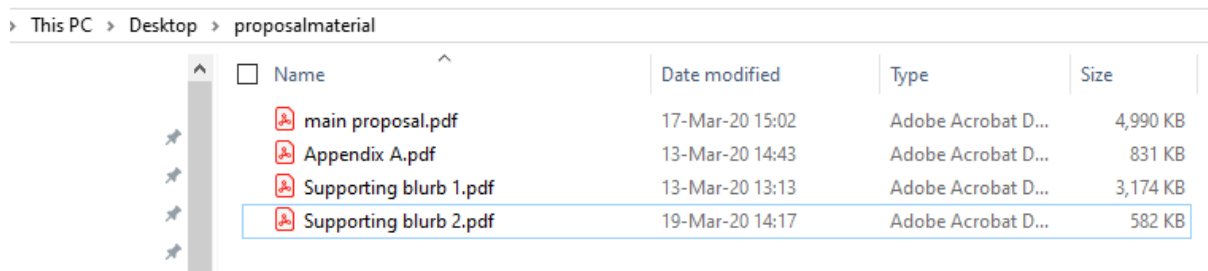


Figure 1 An example set of files to be submitted

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.**

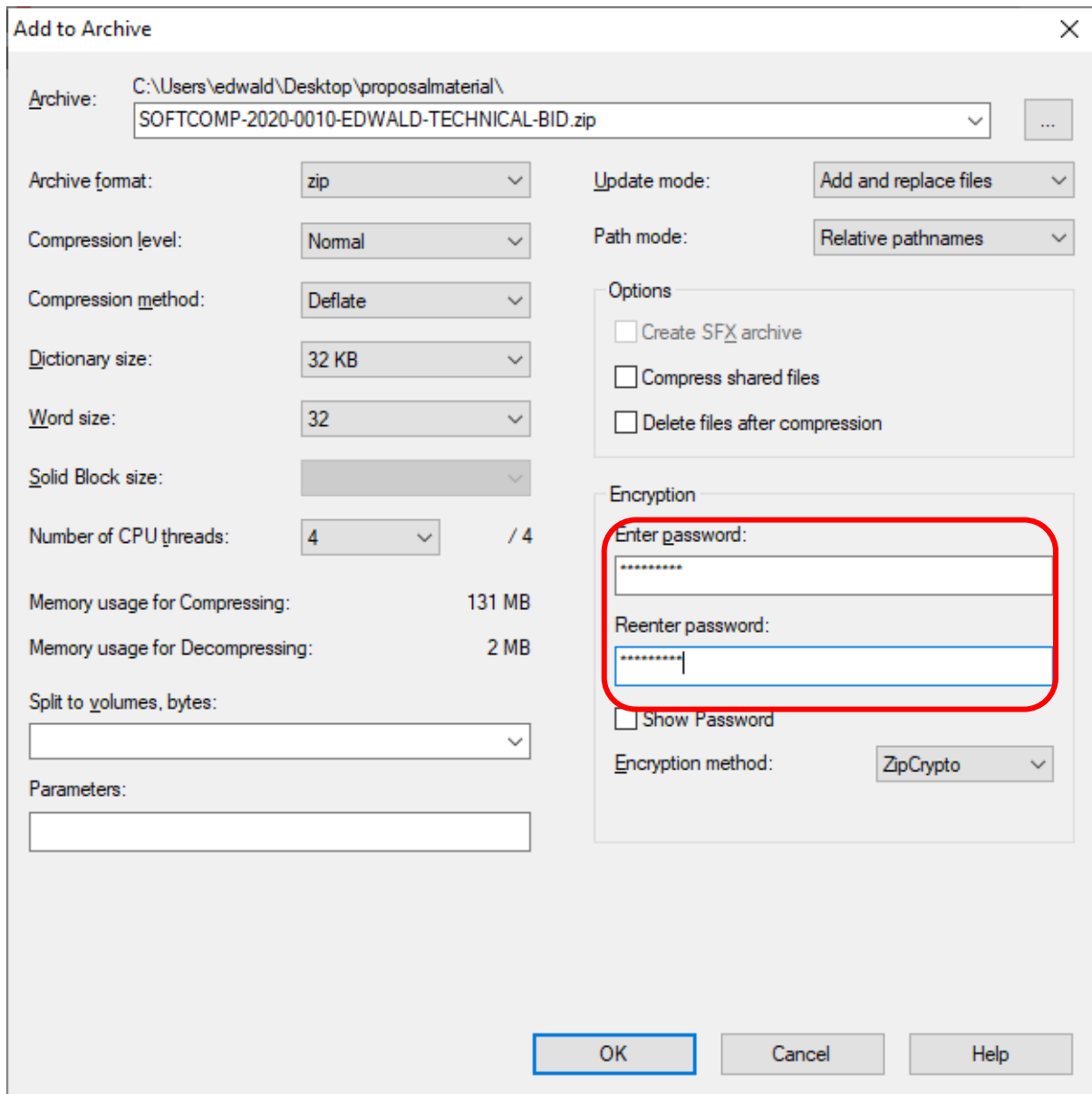


Figure 2 Creating an Archive

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.)

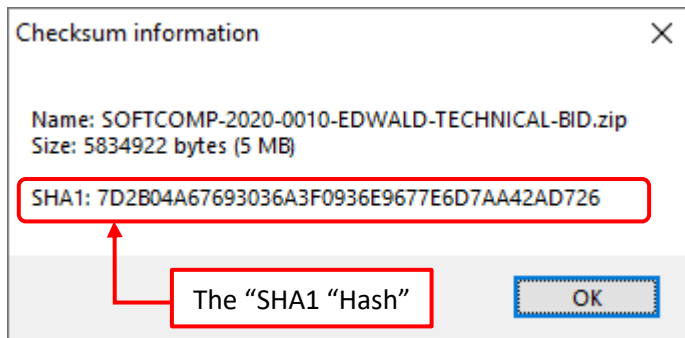


Figure 3 SHA1

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](mailto: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](mailto:bid_keys@ctbto.org)

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto: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](mailto: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](mailto: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.**

## STATEMENT OF CONFIRMATION

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

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

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

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

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

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

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

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

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

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

**BIDDER'S STATEMENT**

**PLEASE FILL-IN & SUBMIT WITH THE PROPOSAL**

Delivery Time:

Shipping weight (kg) and Volume (m<sup>3</sup>) – if applicable:

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

For one-year period     For a period of .....

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

For a two-year period     For a period of .....

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.

Included in this quotation:            **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:**

## 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)		
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.



## **MODEL CONTRACT**

(SAP: \_\_\_\_\_ )

between

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

and

\_\_\_\_\_

for

**REPLACEMENT OF EQUIPMENT VAULTS  
AT THE IMS AS57, BOROVOYE (BVAR), KAZAKHSTAN**

This Contract comprises this cover page, a table of contents, 7 (seven) pages of text,  
a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

\_\_\_\_\_ 2023

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## MODEL CONTRACT

This Contract is entered into between the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION** (hereinafter referred to as the “**Commission**”), having its office located at Wagramer Strasse 5, A-1400 Vienna, Austria, and [**REGISTERED NAME OF THE CONTRACTOR**] (hereinafter referred to as the “**Contractor**”), having its registered office located at legal registered address of the Contractor] (both hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”).

The Parties hereto mutually agree as follows:

### 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

“**Work**” means the goods and services to be provided by the Contractor for the performance of the Tasks(s), including as the case may be, but not limited to, the design, drawings, technical specifications, site preparation and construction, supply and installation of the Contractor’s Equipment, its spare parts and supplies, installation of the Commission’s Equipment, provision of the installation support to the Commission and the Commission’s Equipment Suppliers and any other goods, and the services to be provided by the Contractor or its subcontractors, as

applicable for each Task, in order to fulfil the Contractor's obligations in accordance with this Contract, and the remedying of any defects therein

## **2. AIM OF THE CONTRACT**

The aim of this Contract is to **replace equipment vaults at the IMS auxiliary seismic station AS57, Borovoye (BVAR), Kazakhstan** (hereinafter referred to as the "Work") for the Commission.

## **3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

This Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties (hereinafter referred to as the "Effective Date") and it shall remain in force until the Parties fulfill all their obligations hereunder.

## **4. COMMENCEMENT AND COMPLETION OF THE WORK**

The Contractor shall commence the Work on the Effective Date. The Work shall be completed not later than \_\_\_\_\_.

## **5. STANDARD OF WORK**

The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision and perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements set forth in this Contract.

## **6. RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall complete the Work in accordance with Annexes B and C.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

## **7. WARRANTY**

The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.

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

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Proposal is received by the Commission.

- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

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

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
  - (ii) all the Work, Equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the

Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## 10. RESPONSIBILITIES OF THE COMMISSION

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

## 11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, a firm fixed price of \_\_\_\_\_ (hereinafter referred to as the “**Contract Price**”).
- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.
- (d) No Taxes are applicable under this Contract.

## 12. PAYMENT

- (a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:
  - (i) Upon acceptance by the Commission of Task 1 - Prefabricated Vaults Design Report, as referred to in Section 7.3 of Annex B, the Commission shall pay the Contractor the amount of \_\_\_\_\_;
  - (ii) Upon acceptance by the Commission of Task 1 - Prefabricated Vaults Manufacturing Report, as referred to in Section 7.4 of Annex B, the Commission shall pay the Contractor the amount of \_\_\_\_\_;
  - (iii) Upon acceptance by the Commission of Task 2 - Prefabricated Vaults Installation Report, as referred to in Section 7.5 of Annex B, the Commission shall pay the Contractor the amount of \_\_\_\_\_.

- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per sub-Clause 12 (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified in Clause 21 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer. All bank charges and fees of the Contractor's bank, including its correspondent banks, shall be borne by the Contractor.

### **13. TEMPORARY SUSPENSION OF WORK**

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

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

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 20 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in sub-Clause 14 (a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

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

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

of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

**16. ENTIRE AGREEMENT**

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

**17. DISCREPANCIES**

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

- (i) this document;
- (ii) the Commission's General Conditions of Contract (Annex A);
- (iv) the Commission's Terms of Reference (Annex B);
- (iv) the Contractor's Proposal (Annex C).

**18. SEVERABILITY**

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

**19. NO WAIVER**

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

**20. CONTRACT AMENDMENT**

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

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

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

- (a) The Commission:

For Contractual Issues:

*Chief, Procurement Section  
CTBTO, Vienna International Centre  
Wagramerstrasse 5, P.O. Box 1200  
1400 Vienna, Austria*

Tel: + (43 1) 26030 6350

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

For invoices and related enquiries:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramerstrasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

Tel: + (43 1) 26030 6292

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

(b) The Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 22. EFFECTIVENESS

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

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

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

---

[Name and position]

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

Place: Vienna, Austria.

For and on behalf of **[NAME OF THE CONTRACTOR]:**

---

[Name and position]

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

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



## **LIST OF ANNEXES**

**ANNEX A:** THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

**ANNEX B:** THE COMMISSION'S TERMS OF REFERENCE

**ANNEX C:** THE CONTRACTOR'S PROPOSAL

## General Conditions of Contract

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### 1. DEFINITIONS

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

### 2. LEGAL STATUS

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

### 3. ASSIGNMENT

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

### 4. SUBCONTRACTING

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

### 5. SOURCE OF INSTRUCTIONS

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (b) While present at the Commission’s premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission’s officials and the United Nations Security Staff.

### 6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for the performance under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local 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 m<sup>3</sup>, D Kg.) and shall be marked as follows:

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

PURCHASE NO. \_\_\_\_\_  
GROSS WEIGHT \_\_\_\_\_  
NET WEIGHT \_\_\_\_\_

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
  - ◆ purchase order/Contract number;
  - ◆ waybill number or equivalent reference number of the shipment (if any);
  - ◆ number of boxes/cartons/crates/etc.;
  - ◆ estimated time of departure (ETD);
  - ◆ point of departure and name of freight carrier;
  - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
  - ◆ airway bill;
  - ◆ proforma or commercial invoice;
  - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

### 31. DELIVERY AND TRANSPORTATION

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

### 32. TAKE-OVER/HAND-OVER

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

### 33. EXPORT LICENCES

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

### 34. SPARE PARTS

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

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

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

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

### 36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (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

<sup>1</sup> UN Guiding Principles on Business and Human Rights, available at [https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

<sup>2</sup> 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.

ANNEX B

TERMS OF REFERENCE

REPLACEMENT OF EQUIPMENT VAULTS  
AT IMS AUXILIARY SEISMIC STATION  
AS57, BOROVOYE (BVAR), KAZAKHSTAN

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## **1 BACKGROUND**

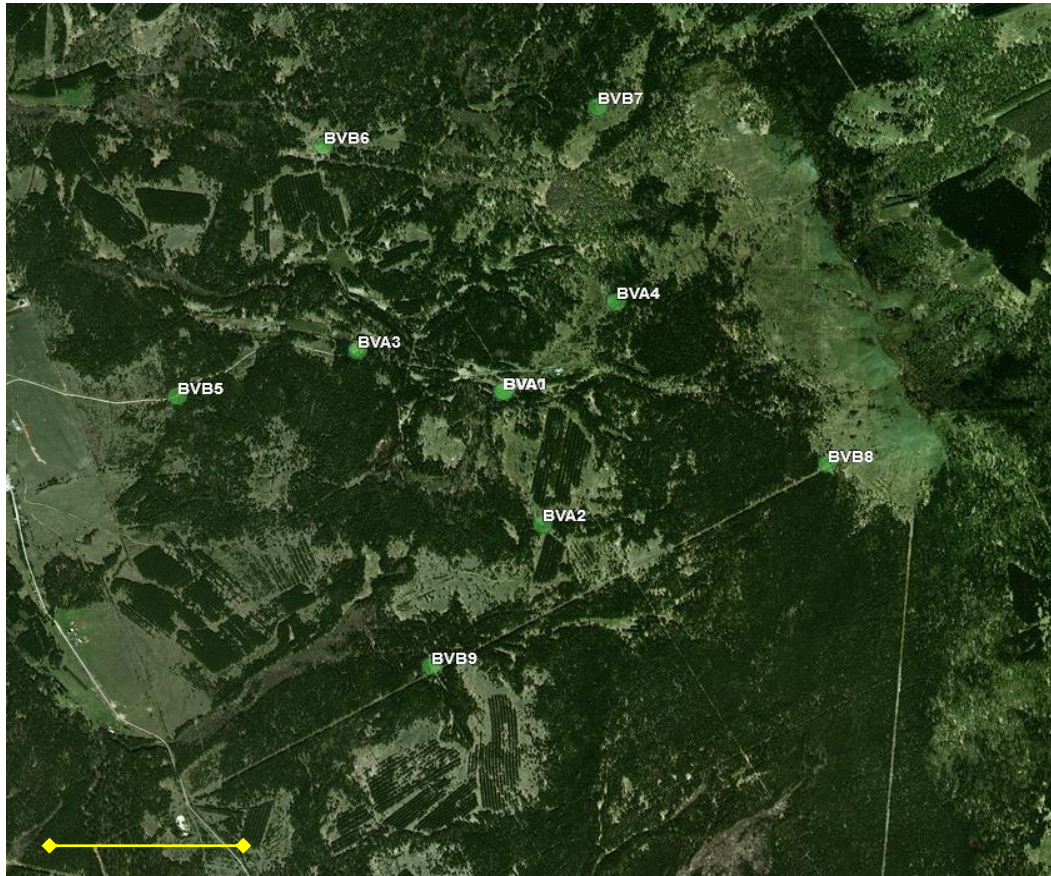
- (a) The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) intends to perform upgrade works at the International Monitoring System (IMS) Auxiliary Seismic Station AS57 BVAR in Borovoye, Kazakhstan (the “Station”). The Station has been designated as facility of the auxiliary seismic network of the Comprehensive Nuclear-Test-Ban Treaty and identified for installation by the Commission (the “Project”).
- (b) The Commission desires to engage a contractor (the “Contractor”) to provide goods, services and works for the replacement of equipment vaults and associated services at the Station in accordance with these Terms of Reference (the “ToR”). The Contractor shall design and manufacture new equipment vaults and perform all associated civil works.
- (c) The Commission intends to establish a Contract for “Replacement of the Equipment Vaults and Associated Services at AS57 BVAR, Kazakhstan” (hereinafter referred to as the “Work” and/or “Services”) in accordance with these ToR. These ToR define the technical framework of all related activities to be performed during the delivery of Services and contain all technical requirements for the activities which shall be carried out by the Contractor.

## **2 GENERAL DESCRIPTION OF THE STATION**

The Station is a 10-element seismic array located in Northern Kazakhstan, in the vicinity of Borovoye in the Burubai National Park, Kazakhstan. The Station was established in 1965 for the purposes of nuclear test monitoring. The Station was upgraded and certified by the Commission in 2002. The station operator is the Institute of Geophysical Researches, National Nuclear Centre of the Republic of Kazakhstan (the “Station Operator”).

The Station consists of 10 elements, a three-component broadband element and 9 single-component short period elements. The Station’s layout is shown in the Figure 1 below.

Intra-array communication is based on the multi-mode fibre-optic cables. Power supply system is AC-based underground cabled system with central distribution from the central recording facility (CRF). The equipment at the array elements is located in buried concrete vaults, the seismometers are placed in boreholes.



1 km

Figure 1. Location of station BVAR, Borovoye.

### 3 SCOPE OF WORK

The Work includes 2 (two) work tasks (the “Work Tasks”) to be completed by the Contractor, in accordance with the requirements described in Sections 5 and 6 of these ToR.

<p><b>Work Task 1</b></p>	<p><b>Design and Manufacturing of New Equipment Vaults:</b></p> <ul style="list-style-type: none"> <li>(a) Design of surface seismic equipment vaults.</li> <li>(b) Manufacturing of the surface seismic equipment vaults.</li> </ul>
<p><b>Work Task 2</b></p>	<p><b>Installation of New Equipment Vaults:</b></p> <ul style="list-style-type: none"> <li>(a) Shipment of the vaults to Kazakhstan, BVAR location.</li> <li>(b) Preparation civil works at BVAR, including removal of the old vaults and extension of the borehole casing pipes.</li> <li>(c) Installation of the vaults at BVAR, including reconnection of fibre-optic and power cables and replacement of power supply units. Note that the replacement of the power supply units is an optional task and may or may not be requested by the Commission.</li> </ul>

## **4 GENERAL OBLIGATIONS**

The Contractor shall carry out the Work in accordance with these ToR and in the most cost-effective manner possible. For all Work Tasks, the Contractor shall inform the Commission and of the appropriate and current points of contact, including contacts for: 1) technical matters, 2) logistics matters and 3) commercial matters. If these points of contact change during any phase of the Work, the Contractor must inform the Commission immediately in writing.

### **4.1 Qualification of the Contractor**

The Contractor shall:

have minimum five (5) years of experience with similar projects, including manufacturing of prefabricated vaults for seismic or infrasound monitoring applications, fibre-optics installations and construction works of various types.

assign its staff or its subcontractor(s) staff, who are experienced and certified electrical engineers, civil works engineers, and/or fibre-optics technicians.

assign project manager with a minimum of five (5) years of experience with similar projects, i.e. civil engineering, electrical engineering, fibre-optics and construction, preferably in remote areas.

have a minimum of 2 (two) demonstrated successful projects of similar nature to the scope required under these ToR.

### **4.2 Licenses and permissions**

The Contractor shall:

- (a) Have a license for relevant types of work (if a sub-contracting organization is engaged, it shall have such license available);
- (b) Contact the Station Operator and obtain required permits and clearance (including land-use rights) for access to the Station with the sole purpose of performing the Work described in this ToR. The permits and clearance from the Station Operator shall be obtained prior to the commencement of the works.

### **4.3 Local laws, Codes, Regulations, etc.**

The Contractor shall ensure that the Work is performed in compliance with any national, municipal or local regulations, laws, building codes, licensing or permitting requirements that relate to the Work Tasks to be performed in accordance with these ToR. This requirement shall include contracts with the local power supplier, if required.

#### **4.4 Quality and life expectancy**

The Contractor shall deliver high-quality materials and workmanship. In selection of materials, the Contractor shall consider the environmental extremes typical to the region where the Station is located. Life expectancy of the vaults specified in the design, manufactured, and installed by the Contractor shall be defined as a period of time during which it is expected to meet the requirements before a replacement is needed.

#### **4.5 Time Schedule**

The Contractor shall submit to the Commission a description and timetable for each Work Task.

**Work Task 1: “Design and Manufacturing of New Equipment Vaults”** referred to in Section 5 of these ToR shall be completed not later than six (6) months after the entry into force of the Contract. The completion of Work Task 1 shall be marked by the Commission’s acceptance of Work Task 1 - Prefabricated Vaults Manufacturing Report referred to in Section 7.4 of these ToR below.

**Work Task 2: “Installation of New Equipment Vaults”** referred to in Section 6 of these ToR shall be completed not later than ten (10) months after the Commission’s acceptance of Work Task 1 - Prefabricated Vaults Manufacturing Report referred to in Section 7.4 of these ToR. The completion of Work Task 2 is marked by the Commission’s acceptance of Work Task 2 - Prefabricated Vaults Installation Report, referred to in Section 7.5 of these ToR below.

#### **4.6 Inspection**

The Commission may send its representative(s) to the Station for inspection during any stage of the Work. The Contractor shall ensure that the Commission’s representatives are granted access to the Station at any agreed-on time. The purpose of the inspection will be the inspection of the purchased materials and quality of the Work and their compliance with the local norms and these ToR. If the inspection reveals that any part of the Work is not in compliance with these ToR, the Commission shall instruct the Contractor to take the necessary action to remedy the defects. The period to remedy the defects shall be 2 (two) weeks after the written report is provided by the inspection.

### **5 WORK TASK 1: DESIGN AND MANUFACTURING OF NEW EQUIPMENT VAULTS**

The existing equipment vaults suffer from recurring flooding and water ingress issues, causing damage to power, data acquisition and communication systems. The vaults are made of concrete and lack proper water insulation. The borehole terminations are located inside the vaults. The vaults at the array elements BVA0 and BVA1 are located in 7 m from each other. Details of the concrete vaults are shown in the Figure 2 below.





Figure 2. External view of an existing vault (left) and borehole termination inside an equipment vault (right).

### 5.1 Design of the equipment vaults

The Contractor shall design prefabricated surface equipment vaults for the installation at BVAR array elements. The Contractor has an option to design and deliver either 10 surface equipment vaults of the same type, or 9 surface equipment vaults and 1 borehole protective enclosure for BVA1 array element, where the surface equipment of BVA0 and BVA1 can be located in BVA0 vault.

Samples of a prefabricated equipment vault and borehole enclosure are shown in Figures 3 and 4 below.

Each vault shall have place to mount a digitizer (two digitizers as an option for BVA0 vault), power supply enclosure with DC UPS of K-307-10V type and surge protection devices. These power supply enclosures shall be designed and optionally manufactured by the Contractor.

The vaults shall have an opening in the bottom part for borehole casing pipe. The vaults shall also have waterproof entrances for fiber optic communication cable, AC power supply cable and GNSS antenna cable. Optionally the vaults can have a radiotransparent part on the entrance lid to provide internal installation of GNSS antennas.

The vaults shall have bracket for mounting a tamper switch, and be locable.





Figure 3. Example of a surface equipment vault, with digitizer and power and communication boxes.



Figure 4. Example of a borehole enclosure, closed and



The design of the vaults shall be approved by the Commi

## 5.2 Manufacturing of the equipment vaults

Upon acceptance of the design of the equipment vaults by the Commission, the Contractor shall manufacture the vaults and prepare them for shipment. The Commission reserves the rights to inspect the vaults at any stage of the manufacturing process. The inspection team can include a representative of the Station Operator.

## **6 WORK TASK 2: INSTALLATION OF NEW EQUIPMENT VAULTS**

### **6.1 Packing and delivery of the equipment vaults**

Upon completion of the manufacturing of the equipment vaults and the Commission's acceptance of the Prefabricated Vaults Manufacturing Report, the Contractor shall pack and deliver the prefabricated vaults and its accessories to the Station based on DAP door-to-door delivery terms (INCOTERMS 2020) . The shipment dates shall be agreed with the Station Operator and the Commission.

### **6.2 Installation of the equipment vaults**

The Contractor shall install the prefabricated vaults at 10 BVAR array elements, including connection of cables, removal and re-installation of the measuring equipment.

#### **6.2.1 Boreholes**

The Contractor shall perform the following works at each array element:

- Remove the seismometer from borehole;
- Remove the borehole termination from the casing pipe;
- Extend the casing pipe by approximately 2.5 meter;
- Install the equipment vault;
- After installation of the equipment vault re-weld the borehole termination to the casing pipe;
- Re-install the sensor.

These works shall be supervised by the Station Operator and/or the Commission.

#### **6.2.2 Communication and Power Cables**

The Contractor shall disconnect the communication (fibre-optic) and power supply cables from the splicing/power distribution boxes inside the old equipment vaults and then re-connect them to the new splicing/power distribution boxes inside the new equipment vaults installed by the Contractor.

#### **6.2.3 Old Equipment Vaults**

After removal of the equipment and extension of the boreholes the Contractor shall destroy/fill by soil the sub-surface equipment vaults.

#### **6.2.4 Installation of the New Vaults**

The Contractor shall install the prefabricated vaults at 10 array elements, including:

- Preparation of concrete base in accordance with the new vaults parameters (weight and size);
- Installation of the vaults;

- The borehole casing must be de-coupled from the concrete base and equipment vault in order to minimize the introduction of seismic noise through the casing to the sensor;
- Data and power cables to be reconnected inside the new vaults to the power distribution and fiber optic splicing boxes.

### **6.2.5 GNSS Antennas Installation**

Depending on the design of the equipment vaults, the GNSS antennas of the digitizers can be installed either inside the vaults (preferable option) or at separate masts. In the case of external installation, the Contractor shall provide and install 1.5 m high 50-mm diameter GNSS antenna masts at each array element located within 1 m from the vaults and connected to the vault by 50-mm diameter cable conduit.

### **6.2.6 Lightning Protection and Grounding**

A robust and efficient lightning protection system meeting the requirements to the Lightning Protection System (LPS) Class 2, according to IEC 62305 international standard and Commission’s internal standard (Attachment III), shall be provided and installed by the Contractor at array elements. All equipment shall be connected to this system to minimize damage from lightning strike and to eliminate ground loops.

## **7 DOCUMENTATION, PLANS AND REPORTS**

### **7.1 Manuals and technical specifications**

The Contractor shall ensure that all the manuals and technical specifications for the new equipment vaults shall be in English and Russian Languages and handed out to the Station Operator.

### **7.2 Plans and Reports**

Reports, plans and any other documentation shall be submitted as described in this Section. All reports and communications shall be in English and reports shall be submitted in original hard copy and two copies as well as in electronic version. The Commission will review and accept these reports in the written form to confirm the completion of the Work Tasks. In the event that the Commission is not satisfied with the submitted report and/or plan, it can instruct the Contractor to carry out remedial action pursuant to the latter’s commitment under this Contract. The Contractor shall remedy the defects and re-submit the Revised Report(s) within the timelines set out in the sections below.

The Contractor shall submit to the Commission:

<b>No.</b>	<b>Plans and Reports</b>
<b>1.</b>	<b><i>Work Task 1: Prefabricated Vaults Design Report</i></b>
<b>2.</b>	<b><i>Work Task 1: Prefabricated Vaults Manufacturing Report</i></b>
<b>3.</b>	<b><i>Work Task 2: Prefabricated Vaults Installation Report</i></b>

### **7.3 Work Task 1: Prefabricated Vaults Design Report**

The Prefabricated Vaults Design Report shall be prepared by the Contractor and submitted to the Commission not later than two (2) months after the Contract enters into force, providing all recommendations, designs, specifications and drawings.

This Report shall be reviewed and accepted by the Station Operator prior to the submission to the Commission.

In particular, the Contractor shall submit a detailed design of the vaults, including communication and power systems connections, tamper switch mounting place, cable entrances, equipment mounting plan, GNSS antenna placement, borehole casing position.

The Commission shall review the Prefabricated Vaults Design Report within two (2) weeks of receipt.

If the Commission, after review of the Prefabricated Vaults Design Report requires further information, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Prefabricated Vaults Design Report within two (2) weeks of the Commission's instruction.

### **7.4 Work Task 1: Prefabricated Vaults Manufacturing Report**

Upon the completion of the manufacturing of the equipment vaults, the Contractor shall submit the Prefabricated Vaults Manufacturing Report to the Commission.

The Commission shall review the Prefabricated Vaults Manufacturing Report within two (2) weeks of receipt. If the Commission, after review of the Prefabricated Vaults Manufacturing Report requires further information, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Prefabricated Vaults Manufacturing Report within two (2) weeks of the Commission's instruction.

### **7.5 Work Task 2: Prefabricated Vaults Installation Report**

Upon the installation of the vaults, the Contractor shall submit Prefabricated Vaults Installation Report to the Commission.

The Commission shall review the Prefabricated Vaults Installation Report within two (2) weeks of receipt. If the Commission, after review of the Prefabricated Vaults Installation Report requires further information, the Commission will instruct the Contractor to provide such additional information. The Contractor shall submit such additional information in the form of the Revised Prefabricated Vaults Installation Report within two (2) weeks of the Commission's instruction.

## **8 CLEANING AND REMOVAL UPON COMPLETION OF THE WORK**

After completion of the installation work, the Contractor shall clean the working area and remove the debris for its further disposal. At the time of work acceptance by the Commission,

the territory of the Station shall be cleared of debris and construction materials.

## **9 SUPPLIER'S PERFORMANCE REVIEW**

The Contractor's performance under the Contract shall be subject to the Contractor's performance review by the Commission. Generally, this review includes the adherence of the Contractor to the time schedule agreed between both Parties, completeness of the documentation and quality of the Contractor's workmanship and Work. The Commission will review the Contractor's performance after the acceptance of the Final Report/Revised Final Report by the Commission. The Commission may invite the Contractor to discuss the results of such review.