

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0016/SANZ
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Date: 31 January 2024

Fax:

Email:

Subject: *Provision of site modification, equipment handling, security and facility support services for OSI Build-Up Exercise 2024.*

Deadline for Submission: 1 March 2024

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.

IMPORTANT NOTE TO BIDDERS:

A mandatory site visit will take place on 8 February 2024 at 10:00 hrs (local time) at Mátrafüred, 3232 Gyöngyös, Hungary. Please follow the relevant attached instructions.

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

Yours Sincerely,



Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0016 Title: Provision of site modification, equipment handling, security and facility support services for OSI Build-Up Exercise 2024	Closing Date: 1 March 2024 Vienna Local Time: 17:00
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Procurement Staff: Eileen Sanz

CTBTO Req. No.: 0010023751

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

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

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

C: We will not submit a proposal for the following reason(s)	
<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 services as described in the Terms of Reference, namely *Provision of site modification, equipment handling, security and facility support services for the OSI Build-Up Exercise 2024* (hereinafter referred to as the “Services” and/or the “Work”).

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. 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, Bidder’s Statement Form, Site Visit Confirmation and Participation Form and the following Attachments:
 - Attachment 1: Technical Compliance Form
 - Attachment 2: Evaluation Criteria and Method
 - Attachment 3: Format of Financial Proposal
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (e) The Commission’s Model Contract
- (f) The Commission’s General Conditions of Contract (Annex A)
- (g) The Commission’s Terms of Reference (Annex B)

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

3. Mandatory Site Visit

- (a) Interested bidders shall participate in a **mandatory site visit** to **Mátra Erdészeti, Mezőgazdasági és Vadgazdálkodási Szakképző Iskola és Kollégium**, in **3232 Gyöngyös - Mátrafüred, Erdész utca 11.**
- (b) The site visit will take place on **8th February 2024 at 10:00hrs**. The Commission will inform the registered participants of any special access instructions.
- (c) The purpose of the site visit shall be to allow prospective bidders to acquaint themselves with the work site, confirm/clarify bill of quantities and/or RFP requirements and thus facilitate the preparation of proposals. The following shall apply:

- Prospective bidders shall advise their wish to attend the site visit by returning the attached form to procurement@ctbto.org as soon as possible, but not later than **5 February 2024**.
- The Commission, at its sole discretion, will provide a registration confirmation, which shall be required for participation in the site visit. Only confirmed participants will be pre-announced and granted access to the site visit.
- A maximum of 3 participants per supplier shall be permitted.
- Only physical attendance is allowed.
- Each participant shall be required to sign an attendance record. Their individual identity will be verified against a photo identification document.
- Participants shall follow all the relevant security and safety instructions for accessing and visiting the site as appropriate.
- Bidders shall not take photos or make voice/video recordings during the site visit.
- Participants shall behave in a professional manner and adhere to the highest ethical standards.
- The site visit will be conducted in the English language.
- Bidders shall bear all costs associated with attending the site visit; the Commission will not be responsible or liable for these costs, regardless of the conduct or outcome of the RFP.
- It is the bidder's sole responsibility to obtain and bear the costs related to visa or similar for the participants to the site visit (if applicable). The Commission will make no effort nor accept any responsibility for obtaining such visa or similar requirement.
- Following the site visit, no bidder shall contact directly any Commission's staff on any matter relating to this procurement process. Any request for clarifications shall be submitted exclusively to in accordance with Section 6 above.

Participation in the site visit is mandatory to be eligible to bid for this RFP.

4. Amendment of RFP Documents

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

5. Language of the Proposal

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

6. Format and Submission of the Proposal

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

The Proposal shall be submitted electronically to procurement@ctbto.org in three separate pdf files, one containing a Financial Proposal *with* prices, one containing a Financial Proposal *without* prices, and one containing the Technical Proposal.

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

RFP No 2024-0016 /SANZ - Provision of site modification, equipment handling, security and facility support services for OSI Build-Up Exercise 2024

7. 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 **8 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 sent to:

E-mail: procurement@ctbto.org
Subject: *RFP No 2024-0016 /SANZ - Request for Clarifications*

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

Except in the case of responding to an 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 award decision may result in the rejection of the Proposal.

8. Eligible Goods and Services

The Services 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 available in the CTBTO website in the following direct link: [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from which the Services are provided.

9. Type of Payment

The Commission intends to conclude a firm fixed price Contract in the Commission's standard Contract as part attached model contract.

10. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

I. **Technical Proposal;** and

II. **Financial Proposal;**

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

Point of Contact

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

Requirements of the Technical Proposal

The Technical Proposal shall include, at the minimum:

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

The attached Bidder's Statement, Statement of Confirmation, Vendor Profile Form and Technical Compliance Form shall be duly filled-in, signed and submitted as part of the Technical Proposal.

Description of Services

The Technical Proposal shall include a detailed description of the items proposed, relevant technical literature and detailed description how the bidder will meet the requirements, including:

- A section-by-section response to each sections of the Terms of Reference;
- Detailed bill of quantities (without prices) proposed for each lot as part of the "turn-key solution" (on-site as well as off-site);
- Any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission's Inputs

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

Time Schedule

A bar chart indicating the estimation of the duration of the services, including the duration of each task required by the Terms of Reference and key staff to be involved in each task.

The Supplier shall ensure the mobilization period for the requested services is in line with the required delivery schedules set forth in the Terms of Reference and include the required calendar/working days in the Proposal.

The specified delivery time shall be firm during the validity of the Proposal.

Qualifications

The Technical Proposal shall include documentary evidence of the bidder's qualifications to provide the Services and meeting the Contractor's Requirements set forth in the Terms of Reference, which shall establish to the Commission's satisfaction that the bidder has technical qualifications and capability necessary to perform the Contract and other necessary ongoing services as required including:

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

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

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted services. The Proposal shall provide a statement that your organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO States Signatories, the list of which is available in the CTBTO website in the following direct link: [Status of Signatures and Ratifications | CTBTO](#).

PART II: FINANCIAL PROPOSAL

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 and be submitted as per Attachment 3 "Format of Financial Proposal".

Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

Indirect Taxes

In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. "Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract , including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use

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 Services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.

For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the Services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will

be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

For Non-EU Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the Services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation. For deliveries to Vienna, Austria, and due to the tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Contract.

11. Completeness and Correctness of the Proposal

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

12. Validity of 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.

13. Correction of Errors

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

14. Evaluation of the Proposal and Award

The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'. The Commission 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.

The Commission will conduct an evaluation on a per lot basis. Suppliers must bid for the two mandatory lots 1& 2 and/or for lots 3 and/or lot 4 which are optional lots. Please note partial offer for any lot will not be accepted. The Commission may award contracts on a per lot basis.

15. 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.

16. 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.

17. The Commission’s Right to Reject the Proposal

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

18. Costs of preparation and submission of the Proposal

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

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

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

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

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:

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

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

For one year period For a period of

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

For a two year period For a period of

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

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

Included in the Proposal: **Yes** **No**

Confirmation that the bidder has reviewed the Commission's General Conditions of Contract 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:

SITE VISIT CONFIRMATION AND PARTICIPANTS FORM

Suppliers wishing to attend the Site Visit must return this form via E-mail to procurement@ctbto.org by not later than 5 February 2024 for registration confirmation by the Commission

➤ The subject line of the e-mail shall read [in this same order]:

Site Visit confirmation – RFP 2024-0016 /SANZ - Provision of site modification, equipment handling, security and facility support services for OSI Build-Up Exercise 2024

➤ TEXT OF THE E-MAIL OR ATTACH THIS FORM:

SUPPLIER’S NAME:

.....

Contact person:

.....

E-mail:

Tel. no.:

LIST OF PARTICIPANTS:

Name (as shown in the relevant identification document)	Position
1.	
2.	
3.	

TECHNICAL COMPLIANCE FORM

Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference (TOR) and Instructions for Preparation and Submission of Proposals (RFP Instructions), as appropriate, for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Ref. in TORs	Mandatory Requirements	Bidder's Response		Indicate section in your Proposal
		<i>Please tick whichever is applicable</i>		
		"Yes"	"No"	
3.	Identify and provide the credentials of the assigned project manager and, upon request, of the key personnel involved in the provision of the Services	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Provide its own infrastructure, hardware and software environment as necessary for the Contractor to perform the services.	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Be able to deliver on-call services within the given notice period as required in these ToR, as and where applicable.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 1.a	Repair of existing crushed stone paving on area A by spreading and compacting surface material (area to be repaired: from 400 to 700 m3).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 1.b	Removal of existing fencing on and around area B (length of fencing: from 100 to 300 m; see Annex 3).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 1.c	Removal of bushes and similar on and around area B to provide entry/access to area C with material handling equipment and vehicles (area to be cleared: from 100 to 150 m3; see Annex 3).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 1.d	Surface repair/asphalt paving of area D for use by standard vehicles including surface preparation (removal of ~30 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas (surface area: from 300 to 400 m3; current water drainage is to be maintained and ensured). Material/works should be as per local construction standards for parking 3. LOTs.	<input type="checkbox"/>	<input type="checkbox"/>	

<p>3. LOT 1.e</p>	<p>Provision and installation of security fencing around the BOO perimeter with approx. 450 meters in total length must be completed during the week 10-14 June 3034 in coordination with the advanced logistics team of the Commission. The ruggedness of the installation such as in relation to inclement weather/winds must comply with standards for demarcation fencing of building sites.</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	
<p>3. LOT 1.f</p>	<p>Removal of potentially broken asphalt and surface clearance of area B (surface area: from 300 to 400 m3)</p>	<p><input type="checkbox"/></p>	<p><input type="checkbox"/></p>	

Ref.in TORs	Mandatory Requirements	Bidder's Response		Indicate section in your Proposal
		<i>Please tick whichever is applicable</i>		
		"Yes"	"No"	
3. LOT 1.g	Remediation of lawn damages including grassing on and around area C (surface area: from 600 to 1300 m3).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 1.h	Optional requirement: Remediation of surface damages of area A or D including, as needed, surface preparation (removal of ~30 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas (surface area: from 300 to 1,000 m3). Material/works should be as per local construction standards for parking 3. LOTs.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	One (1) Forklift: min capacity of 10 tons and long forks (min 3.3 meters) or <u>wheel loader</u> with a min capacity of 6 tons and long forks (min 3.3 meters).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	One (1) Crane & lifting accessories: min reach of 10 meters and min capacity of 10 tons, able to carry equipment as sling loads.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	One (1) Flatbed trailer with towing vehicle and a min capacity of 7 tons.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2.a	Delivery, operation and removal of an outdoor capable forklift or wheel loader to load and distribute pallets and the Commission's rapid deployment units (IMRDS) loaded with up to 5 tons of equipment (see technical drawing in Annex 3).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2.b	Delivery, operation and removal of a crane and lifting accessories to handle 30feet shipping containers and IMRDS units which must be lifted as "sling load" as no direct attachment of hooks is possible.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2.c	Delivery, operation and removal of a flatbed trailer with towing vehicle to load and transport a small-track vehicle and accessories at and from/to the BOO location within a radius of not more than 50 km	<input type="checkbox"/>	<input type="checkbox"/>	

Ref.in TORs	Mandatory Requirements	Bidder's Response		Indicate section in your Proposal
		"Yes"	"No"	
3. LOT 2	All equipment is serviced and fully functioning.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	Equipment breakdowns or servicing requirement are attended to promptly	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	Substitute equipment is arranged promptly, if required	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	Forklift (or wheel loader) and crane are expected to be required as follows: Three full days (08.30-17.30 hours) during the week 10-15 June 3034 for equipment arrival and placement. Two full days (08.30-17.30 hours) during the week 8-13 July 3034 for equipment departure. On-call with 34-hour notice during the period 10 June-6 July 3034.	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 2	The flatbed trailer is expected to be required as follows: On-call with 34-hour notice during the period 17 June-6 July 3034.	<input type="checkbox"/>	<input type="checkbox"/>	

Ref.in TORs	Optional Requirements (LOTS 3 & 4)	Bidder's Response		Indicate section in your Proposal
		<i>Please tick whichever is applicable</i>		
		"Yes"	"No"	
3. LOT 3.a	Access control services at the BOO location during operating hours (08.30-17.30 hours) to ensure that no unauthorized personnel or vehicles access the site (min 1 guard on duty on site).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 3.a	Nighttime security services including foot patrol to secure the BOO location after hours/during nighttime (min 3 guards on duty on site).	<input type="checkbox"/>	<input type="checkbox"/>	
3. LOT 3.c	On-call (34-hour notice) day-/nighttime security services (min 3 guards on duty) including vehicle and foot patrols to secure equipment at selected locations within not more than 45 km radius from the BOO location.	<input type="checkbox"/>	<input type="checkbox"/>	

Ref.in TORs	Optional Requirements (LOTS 3 & 4)	Bidder's Response		Indicate section in your Proposal
		<i>Please tick whichever is applicable</i>		
		"Yes"	"No"	
3 LOT 4.1a	One or more trailer(s)/container(s) providing in total min 3x4 water closets or chemical toilets along with handwashing facilities for separate use by females/males.	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.1b	Individual chemical toilets with accessories for 50 people.	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.1c	Standby capacities for individual chemical toilets for 10 people, with accessories for possible deployment, servicing and removal with 34-hour notice within a radius of not more than 30 km from the BOO location.	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.1d	Daily (once per day) servicing including cleaning, functionality checks and restocking of consumables.	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.3a	4 waste containers with a capacity of 3 m3 each shall be delivered (3 for general waste, 1 for plastic, 1 for paper).	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.3b	Collection and removal of all waste types once per week.	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.3c	Standby capability for additional waste collection and removal with 34-hour notice.	<input type="checkbox"/>	<input type="checkbox"/>	

3 LOT 4.3a	One delivery and filling service for an estimated amount of 1300-1400 l diesel per week during the period 13 June-4 July 3034 (exact delivery schedule to be determined).	<input type="checkbox"/>	<input type="checkbox"/>	
3 LOT 4.3b	Standby capacities for up to 1000 l diesel with 34-hour notice.	<input type="checkbox"/>	<input type="checkbox"/>	

Ref.in TORs	Mandatory Requirements	Bidder's Response <i>Please tick whichever is applicable</i>		Indicate section in your Proposal
		"Yes"	"No"	
5a	Be licensed to operate in construction services and/or industry applicable to the relevant Lots.	<input type="checkbox"/>	<input type="checkbox"/>	
5b	The Contractor shall have a quality assurance system in place, such as ISO9000.	<input type="checkbox"/>	<input type="checkbox"/>	
5c	Be knowledgeable of local construction regulations, environmental and health & safety standards and pertinent legislation	<input type="checkbox"/>	<input type="checkbox"/>	
5d	The Contractor must be sufficiently large and have the necessary staff and equipment in order to guarantee the level of support for services foreseen in these ToR	<input type="checkbox"/>	<input type="checkbox"/>	
5e	The Contractor must have a minimum of 3-years-experience in construction works and management of related projects carried out in Hungary.	<input type="checkbox"/>	<input type="checkbox"/>	Please provide examples
5f	The Contractor must provide verifiable references for the last 3 projects with similar services are those foreseen in these Terms of Reference.	<input type="checkbox"/>	<input type="checkbox"/>	

Ref.in TORs	Mandatory Requirements	Bidder's Response <i>Please tick whichever is applicable</i>		Indicate section in your Proposal
5a Project Manager	Project Manager: Must have at least 5 years of professional experience as project manager for construction projects and/or similar services as required in these ToR.	<input type="checkbox"/>	<input type="checkbox"/>	
5b Project Manager	Project Manager Must have a history of at least three comparable projects as employee of the commissioned contractor.	<input type="checkbox"/>	<input type="checkbox"/>	
5c Project Manager	Must be able to communicate in and have knowledge of English. Additionally, a good command of the local language is preferred.	<input type="checkbox"/>	<input type="checkbox"/>	
5d Project Manager	Must be available on-call for project coordination as needed including outside of standard office hours.	<input type="checkbox"/>	<input type="checkbox"/>	
5e	Operators shall have all required licences.	<input type="checkbox"/>	<input type="checkbox"/>	
5f	Operators shall be able to speak and/or understand elementary instructions in English	<input type="checkbox"/>	<input type="checkbox"/>	
5g	Substitute operators are arranged promptly, if required	<input type="checkbox"/>	<input type="checkbox"/>	
6	The Contractor must comply with all relevant health, security and safety laws, regulations, and industry standards, as applicable to the Work.	<input type="checkbox"/>	<input type="checkbox"/>	

1.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL		
Scope of Work			
Identify and provide the credentials of the assigned project manager and, upon request, of the key personnel involved in the provision of the Services.	PASS/FAIL		
The Contractor must provide its own infrastructure, hardware and software environment as necessary for the Contractor to perform the services.	PASS/FAIL		
Be able to deliver on-call services within the given notice period as required in these ToR.	PASS/FAIL		
Site modifications Before the Exercise including optional requirements as specified in TORs 3.	PASS/FAIL		
Site modifications After the Exercise including optional requirements as specified in TORs 3.	PASS/FAIL		
Delivery, operation and removal of an outdoor capable forklift or wheel loader - as specified in TORs 3.	PASS/FAIL		
Delivery, operation and removal of a crane and lifting accessories -as specified in TORs 3.	PASS/FAIL		
Delivery, operation and removal of a flatbed trailer with towing vehicle -as specified in TORs 3.	PASS/FAIL		
Requirements for the Contractor			
Have a license to operate in construction services and/or industry applicable to the relevant Lots.	PASS/FAIL		
Have a Quality assurance system in place, such as ISO9000.	PASS/FAIL		
Be knowledgeable of local construction regulations, environmental and health & safety standards and pertinent legislation (this can be demonstrated through previous projects for similar works/services in the country/region)	PASS/FAIL		
Have a minimum of 3-years-experience in construction works and management of related projects carried out in Hungary.	PASS/FAIL		
Provide references for the last 3 projects with similar services as those foreseen in the TORs.	PASS/FAIL		
Requirements for the Contractor's Project Manager			
Have at least 5 years of professional experience as project manager for construction projects and/or similar services as required in the TORs.	PASS/FAIL		
Must be available on-call for project coordination as needed.	PASS/FAIL		
Requirements for the Contractor's Personnel			
Operators shall have all required licences.	PASS/FAIL		
Substitute operators are arranged promptly, if required.	PASS/FAIL		
Requirements for the Contractor's Equipment			
Forklift: min capacity of 10 tons and long forks (min 2.2 meters) or <u>wheel loader</u> with a min capacity of 6 tons and long forks (min 2.2 meters) - as specified in TORs 2.	PASS/FAIL		
Crane & lifting accessories: min reach of 10 meters and min capacity of 10 tons, able to carry equipment as sling loads- as specified in TORs 3.	PASS/FAIL		
Flatbed trailer with towing vehicle and a min capacity of 7 tons - as specified in TORs 3.	PASS/FAIL		
All equipment is serviced and fully functioning, breakdowns or servicing requirement are attended to promptly and substitute equipment is arranged promptly- as specified in TORs 3.	PASS/FAIL		
Duration of the Work			
The proposal shows ability to commit to the timeframe requirements- shown in the schedule in TORs 4 and specified in the RFP Instructions.	PASS/FAIL		
2. TECHNICAL REQUIREMENTS	Max Points	Factor	Weighted score
Scope of Work (optional requirements)			
Security services are required at and from/to the BOO location - as specified in TORs 3.	5	4	20
Toilet facilities and services - as specified in TORs 3.	5	4	20
Waste collection - as specified in TORs 3.	5	4	20
Fuel delivery -as specified in TORs 3.	5	4	20
Quality of the Proposal	Max Points	Factor	Weighted score
Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	4	20
Understanding of the scope of Work and the responsibilities of the Contractor	5	2	10
Requirements for the Contractor's Personnel	Max Points	Factor	Weighted score
The Project Manager must be able to communicate and have knowledge of English. Additionally, a good command of the local language is preferred.	5	1	5
Operators shall be able to speak and/or understand elementary instructions in English.	5	1	5
Total technical evaluation	40		120

RFP2024-0016/SANZ. Provision of site modification, equipment handling, security and facility support services for OSI Build-Up Exercise 2024
Attachment 3: Format of Financial Proposal

LOT 1. SITE MODIFICATION	Lump Sum³	Total³ (currency)	
Repair of existing crushed stone paving on area A by spreading and compacting surface material of the same kind (area to be repaired: from 400 to 700 m2).			
Removal of existing fencing on and around area B (length of fencing: from 100 to 200 m; see Annex 2).			
Removal of bushes and similar on and around area B to provide entry/access to area C with material handling equipment and vehicles.			
Removal of potentially broken asphalt and surface clearance of area B (surface area: from 300 to 400 m2).			
Remediation of lawn damages including grassing on and around area C (surface area: from 600 to 1200 m2)			
Optional requirements (please quote):			
Surface repair/asphalt paving of area D for use by standard vehicles including surface preparation (removal of ~20 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas.			
Provision and installation of security fencing around the BOO perimeter with approx. 450 meters in total length			
Removal of security fencing around the BOO perimeter with approx. 450 meters in total length			
Remediation of surface damages of area A or D including, as needed, surface preparation (removal of ~20 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas (surface area: from 200 to 1,000 m2)			
Other costs as applicable			
TOTAL LOT 1			
LOT 2. EQUIPMENT HANDLING	Daily Rate in (EUR or USD kindly specify)²	No. of Working days	Total³ (currency)
Fixed Costs:			
Delivery, operation and removal of an outdoor capable forklift with a min capacity of 10 tons and long forks (min 2.2 meters) to load and distribute pallets and the Commission's rapid deployment units (IMRDS) loaded with up to 5 tons of equipment.		5	
Delivery, operation and removal of a crane and lifting accessories with a minimum reach of 10 meters and min capacity of 10 tons to handle 20feet shipping containers.		5	
TOTAL LOT 2 FIXED COSTS			
Variable costs	Hourly Rate in (EUR or USD kindly specify)³		Total³ (currency)
On-call with 24-hour notice during the period 10 June-6 July 2024.			
Operation outdoor capable forklift (or wheel loader)			
Operation of crane and lifting accessories			
On-call with 24-hour notice during the period 17 June-6 July 2024			
Delivery, operation and removal of a flatbed trailer with towing vehicle and a min capacity of 7 tons to load and transport a small-track vehicle and accessories at and from/to the BOO location within a radius of not more than 50 km.			
Other costs as applicable			
LOT 3. SECURITY (OPTIONAL) (11 June to 9 July 2024)	Daily Rate in (EUR or USD kindly specify)²	No. of Working days	Total³ (currency)
Fixed Costs			
Access control services at the BOO location during operating hours (08.30-17.30 hours) to ensure that no unauthorized personnel or vehicles access the site (min 1 guard on duty on site).		29	
Nighttime security services including foot patrol to secure the BOO location after hours/during nighttime (min 2 guards on duty on site).		29	
TOTAL LOT 3 FIXED COSTS			
Variable Costs	Hourly Rate in (EUR or USD kindly specify)³		Total³ (currency)
On-call (24-hour notice) day-/nighttime security services (min 2 guards on duty) including vehicle and foot patrols to secure equipment at selected locations within not more than 45 km radius from the BOO location.			
LOT 4. FACILITY SUPPORT (OPTIONAL)	Lump Sum³		Total³ (currency)
Provision, installation, servicing and removal of toilet facilities: (11 June-9 July 2024)			
Provision, installation, servicing and removal of toilet facilities during the period 11 June-9 July 2024 and consist of: •One or more trailer(s)/container(s) providing in total min 2x4 water closets or chemical toilets along with handwashing facilities for separate use by females/males. •Individual chemical toilets with accessories for 50 people. •Standby capacities for individual chemical toilets for 10 persons, with accessories for possible deployment, servicing and removal with 24-hour notice within a radius of not more than 30 km from the BOO location. •Daily (once per day) servicing including cleaning, functionality checks and restocking of consumables.			
Waste collection services : (11 June-9 July 2024)	Lump Sum³		Total³ (currency)
4 containers with a capacity of 2 m3 each shall be delivered (2 for general waste, 1 for plastic, 1 for paper).			
Collection and removal of all waste types once per week.			
Standby capability for additional waste collection and removal with 24-hour notice.			
TOTAL LOT 4 FIXED COSTS			
Provision of diesel fuel and filling services: (13 June-4 July 2024 TBC)	Daily Rate in (EUR or USD kindly specify)²	No. of Working days	Total³ (currency)
One delivery and filling service for an estimated amount of 1200-1400l per week during the period 13 June-4 July 2024			
Standby capacities for up to 1000 l with 24-hour notice			
	Estimated cost per liter	Liters	Total³ (currency)
Estimated fuel costs			
Other costs as applicable			
Other applicable costs (if any) please describe			
TOTAL FIXED COSTS			

NOTES:

- The price table may be modified as appropriate
- Prices shall be quoted in EUR or USD only.
- All prices shall be net i.e. excluding any applicable taxes
- Bill of Quantity (BOQ) with detailed breakdowns is Mandatory to be included as attachment to the Financial proposal. Rates included in the BOQ shall include labor, materials, transportation to site and all other costs necessary for the completion of the work.
- The Commission will conduct an evaluation on a per lot basis. Suppliers must bid for the two mandatory lots 1 & 2 and/or for lots 3 and/or lot 4 which are optional lots. Please note a partial offer for any lot will not be accepted. The Commission may award contracts on a per lot basis.

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

17. List of Products/Services/Work offered:	
Product/Service/Work #	Product/Service/Work Description

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name: _____ Title: _____ Signature: _____ Date: _____

Bank Details	Beneficiary Details
Bank Name:	Beneficiary Name: <small>(exactly as stated on bank statements)</small>
Bank Address:	IBAN: <small>(if applicable)</small>
Exact Account Holder Name:	Account number:
	SWIFT/BIC:
	ABA/Sort Code:

Additional Details (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

FOR CTBTO USE ONLY		
Evaluated By:	Initials	Date:
Updated By:	Initials	Date:
Remarks:		

* 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.

CONTRACT No. XXXX-XXXX

between

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

and

(INSERT NAME OF THE CONTRACTOR)

for

the provision of services pertaining to
**Provision of site modification, equipment handling, security and facility
support services for the OSI Build-Up Exercise 2024**

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

[Month, year]

TABLE OF CONTENTS

[TO BE UPDATED ONCE SPECIFIC CONTRACT IS PREPARED]]

1.	DEFINITIONS	3
2.	AIM OF THE CONTRACT.....	4
3.	ENTRY INTO FORCE AND DURATION OF THE CONTRACT.....	4
4.	COMMENCEMENT AND COMPLETION OF THE SERVICES	4
5.	STANDARD OF WORK.....	4
6.	RESPONSIBILITIES OF THE CONTRACTOR.....	4
7.	WARRANTY.....	4
8.	PERMITS, NOTICES, LAWS AND ORDINANCES.....	54
9.	PROTECTION OF PERSONS AND PROPERTY.....	5
10.	RESPONSIBILITIES OF THE COMMISSION	6
11.	CONTRACT PRICE	6
12.	PAYMENT	7
13.	TEMPORARY SUSPENSION OF WORK.....	7
14.	DELAYS AND EXTENSION OF TIME	78
15.	CONTRACTOR’S CLAIMS AND REMEDIES.....	8
16.	ENTIRE AGREEMENT	8
17.	DISCREPANCIES	8
18.	SEVERABILITY	89
19.	NO WAIVER.....	89
20.	CONTRACT AMENDMENT.....	9
21.	TRANSMISSION OF NOTICES AND OTHER DOCUMENTS.....	9
22.	EFFECTIVENESS.....	10

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, 1400 Vienna, Austria, and _____ (hereinafter referred to as the “Contractor”), having its registered office located at _____ [address] (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.

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

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

2. AIM OF THE CONTRACT

The aim of this Contract is to provide Goods and Services for the Provision of site modification, equipment handling, security and facility support services for the On-site Inspection (OSI) Build-Up Exercise 2024 (hereinafter referred to as the “Services” or “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 SERVICES

The Contractor shall commence the Services [on /on the Effective Date/within weeks/days of the Effective Date]. The Services shall be completed [on/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 provide the Services described in Annex B and C.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Services under this Contract. The key persons shall be available for possible tasks related to the Services 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 Services 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 Services are carried out in accordance with Annexes B and C, and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Services.

11. CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract as follows:
- (i) A firm fixed price of [EURO/US\$] _____ [in numbers and words] (hereinafter referred to as the “Contract Price”) for provision of the mandatory Work under LOTs 1 and 2 as defined in Annex B and in accordance with Annexes Band C.
- (ii) The firm and fixed prices in Annex C for optional items (to be listed) (hereinafter referred to as “Optional Items”) as defined in Annex B and in accordance with Annexes B and C. These Optional Items shall be provided upon the Commission’s written notifications/Purchase Order.
- (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) The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 12 (e).

OR

No Taxes are applicable under this Contract.

12. PAYMENT

- (a) The Contract Price shall be paid in accordance with the following payment schedule:
[INSERT]
- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per 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 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.
- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

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 21 below for such reasonable time as the Commission may determine.

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

15. CONTRACTOR'S CLAIMS AND REMEDIES

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

16. ENTIRE AGREEMENT

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

17. DISCREPANCIES

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

- (i) this document;
- (ii) The Commission's General Conditions of Contract (Annex A);
- (iii) 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 Contractor and of the Commission.

21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

(a) The Commission:

For Contractual Issues:

*Chief, Procurement Section
Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization
(CTBTO)
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6350
E-mail: procurement@ctbto.org*

For invoices:

*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: Payable_Invoices@ctbto.org*

For invoices and payment related enquiries:

Payments@ctbto.org

(b) The Contractor:

[INSERT]

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 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.

[Remainder of page intentionally left blank]

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

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

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

6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

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

9. INSURANCES

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

10. ENCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the

performance of its obligations under the terms of the Contract.

- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the

Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.

- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor’s expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for

infringement of intellectual property rights of third parties due to the execution of the Contract, and, without prejudice to the immunity enjoyed by the Commission as an international organization from every form of legal process, including enforcement and execution, the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor’s consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor’s position.

17. DEFAULT BY THE CONTRACTOR

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

18. WITHHOLDING OF PAYMENT

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

19. LIQUIDATED DAMAGES

Subject to Clause 20 below (force majeure), if the Contractor fails to deliver any or all of the Services and/or Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, Clauses 28-35 shall apply in addition to the above.

28. WARRANTY

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

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

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

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m³, D Kg.) and shall be marked as follows:

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

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

31. DELIVERY AND TRANSPORTATION

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

32. TAKE-OVER/HAND-OVER

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

33. EXPORT LICENCES

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

34. SPARE PARTS

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

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

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

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

36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

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

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

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

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

37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

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

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

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

38. PROSCRIBED PRACTICES

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

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

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

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

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

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

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

39. CHILD LABOUR

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

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

40. MINES

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

41. TERRORISM

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

42. FULL DISCLOSURE

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

43. DATA PROTECTION

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

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

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

44. ESSENTIAL TERMS

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



TERMS OF REFERENCE

Provision of site modification, equipment handling, security and facility support services for the OSI Build-Up Exercise 2024

1. Introduction

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its offices in Vienna, Austria (hereinafter referred to as “the Commission”) 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 (the International Monitoring System (IMS)), a communication system, an International Data Centre and On-site Inspections (OSI) to monitor compliance with the Treaty. More information can be found at www.ctbto.org.

The OSI Exercise Programme foresees the conduct of a **Build-Up Exercise (BUE)** to be conducted between the **16 June and 6 July 2024** in Hungary. The main site of the exercise (hereinafter referred to as “Base of Operations (BOO) location”) is planned to be the territory of the “Mátra Erdészeti, Mezőgazdasági és Vadgazdálkodási Szakképző Iskola és Kollégium”, in 3232 Gyöngyös - Mátrafüred, Erdész utca 11.

2. Objectives

These Terms of Reference (hereinafter referred to as “ToR”) describe the requirements for works that shall be conducted and services to be provided (hereinafter referred either as “Work” or “Services” by a contractor (hereinafter the “Contractor”) at the BOO location before, during and after the BUE. They include works for site modification and equipment handling as well as optional BOO security and facility support services. The Contractor shall carry out the Services in accordance with the requirements specified in these ToR in the most cost-effective manner possible.

3. Scope of Work and deliverables

The scope of Work is divided into four (4) Lots as described below. For this project, the Contractor shall:

1. Identify and provide the credentials of the assigned project manager and, upon request, of the key personnel involved in the provision of the Services.
2. Provide its own infrastructure, hardware and software environment as necessary for the Contractor to perform the services.
3. Be able to deliver on-call services within the given notice period as required in these ToR, as and where applicable.

LOT 1. Site modifications at the BOO location

Site modifications are required in four areas of the BOO location as shown in Annex 1, attached hereto.

1. Main parking area (marked “A”),
2. Basketball field (marked “B”),
3. Football field (marked “C”), and
4. Secondary parking lot (marked “D”), optional.

Before the BUE:

Modifications to be completed prior to the start of the exercise, i.e. no later than 1 June 2024, consist of:

1. Repair of existing crushed stone paving on area A by spreading and compacting surface material of the same kind (area to be repaired: from 400 to 700 m²).
2. Removal of existing fencing on and around area B (length of fencing: from 100 to 200 m; see Annex 2).
3. Removal of bushes and similar on and around area B to provide entry/access to area C with material handling equipment and vehicles (area to be cleared: from 100 to 150 m²; see Annex 2).



OPTIONAL Requirements within the site modifications:

4. Surface repair/asphalt paving of area D for use by standard vehicles including surface preparation (removal of ~20 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas (surface area: from 200 to 400 m²; current water drainage is to be maintained and ensured). Material/works should be as per local construction standards for parking lots.
5. Security Fencing:
 - During the weeks preceding and following the exercise, modifications are required relating to the installation and removal of security fencing: Provision and installation of security fencing around the BOO perimeter with approx. 450 meters in total length must be completed during the week 10-14 June 2024 in coordination with the advanced logistics team of the Commission. The ruggedness of the installation such as in relation to inclement weather/winds must comply with standards for demarcation fencing of building sites.
 - Removal of security fencing around the BOO perimeter with approx. 450 meters in total length must be conducted as part of the site remediation services during the week 8-12 July 2024.

After the Build-Up Exercise (BUE):

The Contractor shall perform modifications to the BOO location following completion of the exercise, after 6 July 2024. They shall include site remediation to cover potential damages and restore the original condition of the site if and as required, including but not limited to the following:

1. Removal of potentially broken asphalt and surface clearance of area B (surface area: from 300 to 400 m²).
2. Remediation of lawn damages including grassing on and around area C (surface area: from 600 to 1200 m²).
3. Optional requirement: Remediation of surface damages of area A or D including, as needed, surface preparation (removal of ~20 cm surface), layout of gravel bed (construction of ~15 cm base layer), asphaltting (~10 cm), and connection to existing paved areas (surface area: from 200 to 1,000 m²). Material/works should be as per local construction standards for parking lots.

The above shall be considered indicative. Upon the completion of the exercise the Contractor shall assess the status of the BOO location and submit a brief Assessment Report with the exact scope and extent of required works related to site remediation for the Commission's review and approval. In the event of different and/or additional scope resulting in changes in the contract price may be needed and approved by the Commission, this shall be implemented through a written notification authorizing any additional amount not exceeding 10% of the contract price for this task.

LOT 2. Equipment handling

The Contractor shall provide all equipment needed for the conduct of the Work, including:

- a) **One (1) Forklift:** minimum capacity of 10 tons and long forks (min 2.2 meters) or wheel loader with a min capacity of 6 tons and long forks (min 2.2 meters).
- b) **One (1) Crane & lifting accessories:** minimum reach of 10 meters and min capacity of 10 tons, able to carry equipment as sling loads.
- c) **One (1) Flatbed trailer** with towing vehicle and a min capacity of 7 tons.

In relation to the above-mentioned equipment, the Contractor shall be responsible for:

- a) Delivery, operation and removal of an outdoor capable forklift or wheel loader to load and distribute pallets and the Commission's rapid deployment units (IMRDS) loaded with up to 5 tons of equipment (see technical drawing in Annex 3).
- b) Delivery, operation and removal of a crane and lifting accessories to handle 20feet shipping containers and IMRDS units which must be lifted as "sling load" as no direct attachment of hooks is possible.
- c) Delivery, operation and removal of a flatbed trailer with towing vehicle to load and transport a small-track vehicle and accessories at and from/to the BOO location within a radius of not more than 50 km.

The Contractor must ensure that:

- All equipment is serviced and fully functioning.
- Equipment breakdowns or servicing requirement are attended to promptly.



- Substitute equipment is arranged promptly, if required.

Forklift (or wheel loader) and crane are expected to be required as follows:

- Three full days (08.30-17.30 hours) during the week 10-15 June 2024 for equipment arrival and placement.
- Two full days (08.30-17.30 hours) during the week 8-12 July 2024 for equipment departure.
- On-call with 24-hour notice during the period 10 June-6 July 2024.

The flatbed trailer is expected to be required as follows:

- On-call with 24-hour notice during the period 17 June-6 July 2024.

The exact schedule of equipment handling activities for equipment arrival and departure will be coordinated prior to the commencement of activities.

LOT 3. Security (Optional)

If requested by the Commission, the Contractor shall provide security services required at and from/to the BOO location, including:

- a) Access control services at the BOO location during operating hours (08.30-17.30 hours) to ensure that no unauthorized personnel or vehicles access the site (min 1 guard on duty on site).
- b) Nighttime security services including foot patrol to secure the BOO location after hours/during nighttime (min 2 guards on duty on site).
- c) On-call (24-hour notice) day-/nighttime security services (min 2 guards on duty) including vehicle and foot patrols to secure equipment at selected locations within not more than 45 km radius from the BOO location.

On-site security and access control services are required from 11 June to 9 July 2024.

LOT 4. Facility support (Optional)

If requested by the Commission, the Contractor shall provide facility support services required at the BOO location as follows:

- 4.1 Provision, installation, servicing and removal of toilet facilities.
- 4.2 Provision of waste collection services.
- 4.3 Provision of diesel fuel and filling services for the operation of diesel generators.

4.1 Toilet facilities

Toilet facilities and services shall be provided by the Contractor during the period of 11 June-9 July 2024 in compliance with the applicable local and other applicable health and safety laws, standards and regulations as follows:

- a) One or more trailer(s)/container(s) providing in total min 2x4 water closets or chemical toilets along with handwashing facilities for separate use by females/males.
- b) Sufficient individual chemical toilets for approximate 50 people, with accessories and related supplies e.g. toilet paper, soap, etc.
- c) Standby capacities for sufficient individual chemical toilets for a maximum of 10 persons, with accessories for possible deployment, servicing and removal with 24-hour notice within a radius of not more than 30 km from the BOO location.
- d) Daily (once per day) toilet facilities servicing including cleaning, functionality checks and restocking of consumables.

4.2 Waste collection

Waste collection services shall be available during the period 11 June-9 July 2024 in compliance with the local and other applicable environmental and other laws, standards and regulations. Waste collection shall be arranged for the supply, delivery and removal of waste containers for household waste, plastic waste and paper to a selected waste collection area at the BOO location as follows:

- a) 4 waste containers with a capacity of 2 m³ each shall be delivered (2 for general waste, 1 for plastic, 1 for paper).
- b) Collection and removal of all waste types in the waste containers once per week.
- c) Standby capability for additional waste collection and removal with 24-hour notice.



4.3 Fuel delivery

Fuel delivery and filling services shall be provided for the operation of diesel generators at the BOO location in accordance with the applicable laws including safety requirements for such deliveries and services. The following amounts/schedules are foreseen:

- a) One weekly delivery and filling service of the diesel generator for an estimated amount of 1200-1400 l diesel per week during the period 13 June-4 July 2024 (exact delivery schedule to be determined).
- b) Standby capacities for up to 1000 l diesel with 24-hour notice.

4. Place and duration of the work

The Contractor shall conduct the Work at the BOO location.

Access

Access permits to the location will be arranged with the site owner through the Commission.

Utilities

There will be no utilities at the BOO location for use by the Contractor.

Schedule

The BUE will be conducted between the 16 June and 6 July 2024 in Hungary. The Contractor shall conduct the Work before, during and after the BUE in accordance with the requirements of these ToR. The following outlines the current schedule. The dates specified in the table below must be adhered to. Any changes to the dates must be prior approved and agreed with the Commission.

Lot	Description	Requirement	Schedule/completion dates
Before the exercise			
1	Site Modification at the BOO location	Repair of existing crushed stone paving on area A	by 1 Jun 2024
		Removal of existing fencing on and around area B	
		Removal of bushes and similar on and around area B	
		Optional requirement: Surface repair/asphalt paving of area D	
		Optional requirement: Provision and installation of security fencing around the BOO perimeter	10-14 Jun 2024
2	Equipment Handling	Delivery, operation and removal of an outdoor capable forklift or wheel loader	10-15 Jun 2024
		Delivery, operation and removal of a crane and lifting accessories	
3	Security (Optional)	Access control services at the BOO location	11-15 Jun 2024
		Nighttime security services at the BOO location	
4	Facility Support (Optional)	Toilet facilities and services	11-15 Jun 2024
		Waste collection services	13-15 Jun 2024
		Fuel delivery and filling services	13-15 Jun 2024
During the exercise			
2	Equipment Handling	Delivery, operation and removal of an outdoor capable forklift or wheel loader	16 Jun-6 Jul 2024 (on-call, 24-hour notice)
		Delivery, operation and removal of a crane and lifting accessories	
		Delivery, operation and removal of a flatbed trailer with towing vehicle	
3	Security (Optional)	Access control services at the BOO location	16 Jun-6 Jul 2024 (on-call, 24-hour notice)
		Nighttime security services at the BOO location	
		On-call day-/nighttime security services (foot/vehicle patrol) at and in the vicinity of the BOO location	
4	Facility Support (Optional)	Toilet facilities and services	16 Jun-6 Jul 2024
		Waste collection services	
		Fuel delivery and filling services	



After the exercise			
1	Site Modification at the BOO location	Removal of potentially broken asphalt and surface clearance of area B	after 6 Jul 2024 (by 31 August)
		Remediation of lawn damages including grassing on and around area C	
		Optional requirement: Remediation of surface damages of area A or D	
		Removal of security fencing around the BOO perimeter	8-12 Jul 2024
2	Equipment Handling	Delivery, operation and removal of an outdoor capable forklift or wheel loader	8-12 Jul 2024
		Delivery, operation and removal of a crane and lifting accessories	
3	Security (Optional)	Access control services at the BOO location	7-9 Jul 2024
		Nighttime security services at the BOO location	
4	Facility Support (Optional)	Toilet facilities and services	7-9 Jul 2024
		Waste collection services	

5. Contractor's requirements

The Contractor shall:

- (a) Be licensed to operate in construction services and/or industry applicable to the relevant Lots.
- (b) Have a quality assurance system in place, such as ISO9000.
- (c) Be knowledgeable of local regulations, environmental, security and health and safety standards and pertinent legislation.
- (d) Be sufficiently large and have the necessary staff and equipment in order to guarantee the level of support for services foreseen in these ToR.
- (e) Have a minimum of 3-years-experience in construction works and management of related projects carried out in Hungary.
- (f) Provide verifiable references for the last 3 projects with similar services are those foreseen in these ToR.

Project Manager:

- (a) Must have at least 5 years of professional experience as project manager for construction projects and/or similar services as required in these ToR.
- (b) Must have a history of at least three comparable projects as an employee of the commissioned contractor.
- (c) Must be able to communicate in and have knowledge of English. Additionally, a good command of the local language is preferred.
- (d) Must be available on-call for project coordination as needed including outside of standard office hours.

Contractor's assigned key personnel:

- (e) Operators shall have all required licenses.
- (f) Operators shall be able to speak and/or understand elementary instructions in English.
- (g) Substitute operators are arranged promptly, if required.

6. Health, security and safety requirements

The Contractor must comply with all relevant health, security and safety laws, regulations and industry standards, as applicable to the Work.

ANNEX 1: BOO LOCATION



ANNEX 2: BOO LOCATION, PHOTOS

Area B: Provide access road (fence and bushes to be removed)



Area B: Provide access road (fence and bushes to be removed)



Area B: Provide access road (fence and bushes to be removed)



ANNEX 3: TECHNICAL DRAWING, IMRDS UNITS
