

REQUEST FOR PROPOSAL

To: ALL BIDDERS

CTBTO Ref. No.: 2010-0174/AWADE
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Attn.: Sales Manager

CTBTO Contact: Elia Awad
Tel. No.: +43 (1) 26030-6350
Fax No.: +43 1 26030 5948
E-mail: procurement@ctbto.org
Date: 13 Aug 10

Subject:
SOFTWARE DEVELOPMENT AND IT SUPPORT SERVICES FOR THE PTS-QMS

NSA

Deadline for Submission: 17 Sep 10

Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear Test-Ban-Treaty Organization (hereinafter referred to as 'the Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

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

If you have any questions you should contact the Procurement Officer indicated above. We look forward to receiving your proposal.

Yours sincerely,



John Duggan
Acting Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2010-0174	Closing Date: 17 Sep 10
Title: SOFTWARE DEVELOPMENT AND IT	Vienna Local Time: 17:00

Procurement Staff: Elia Awad

CTBTO Req. No.: 2010-1207

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

WITHIN FIVE (5) DAYS

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

by telefax
+43-1-26030-5948

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

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

C: We will not submit a proposal for the following reason(s)	
___ our current workload does not permit us to take on additional work at this time; ___ we do not have the required expertise for this specific project; ___ insufficient time to prepare a proper submission; ___ we consider the funds are insufficient to carry out the work required; ___ other (please specify) _____	
Company Name: _____ Contact Name: _____ Email/Tel: _____	

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. General

This Request for Proposal (RFP) is for the provision of services as described in the attached documentation.

The Proposal shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that 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
- (c) List of CTBT Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form
- (f) Model Contract and Annexes A and B
 - Annex A: Commission's General Conditions for Contracts
 - Annex B: Commission's License Agreement
 - Annex C: Terms of Reference.

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

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

NAME OF PROJECT: *[Description indicated in the Letter of Invitation]*
CLOSING DATE: *[Date indicated in the Letter of Invitation]*
CTBTO REF. NO.: *[Number indicated in the Letter of Invitation]*
“DO NOT OPEN BEFORE THE CLOSING DATE”

6. Mailing Address and Closing Date

- (a) The Proposal shall be sent to the following addressee:

Chief, Procurement Section
Room E0524
CTBTO, Vienna International Centre
Wagramer Strasse 5
A-1400 Vienna
AUSTRIA

- (b) The Proposal shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation.

7. Contacting the Commission

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

8. Eligible Goods and Services

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

9. Type of Contract and Payment

The Commission intends to conclude a firm fixed price based on the attached Model Contract. The terms and conditions of payment are described in Clause 11 of the 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.

Statement of Confirmation and Vendor Profile Form

The attached Statement of Confirmation and Vendor Profile Form (if not submitted to the Commission in the past) shall be duly signed and submitted together with the Proposal.

Description of Services

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services.

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.

Qualifications

Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key staff proposed for this contract, including technical experience to perform the Work.

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 CTBT states signatories.

Model Contract

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and is in agreement with all its terms and conditions.

PART II: FINANCIAL PROPOSAL

In the financial Proposal, you are required to define the following:

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.

- (ii) A breakdown of the Contract Price, indicating the price for the following items:
 - (1) The sub-total cost of each category mentioned in the TOR.
 - (2) Costs agreed with sub-contractors (if any)
 - (3) Overheads (if any)
 - (4) Any other direct costs (insurance, communications, licenses etc. if not already included elsewhere)
- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in **EURO (for EU Companies) or US Dollars** and be computed to constitute the total Contract Price.
- (iv) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation. **"Taxes"** means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

(1) For Austrian companies

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

(2) For European Union (EU) Companies

The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Contract in respect of the goods/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).

(3) For Non-EU Companies

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

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 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 Proposal

(a) The technical evaluation shall include the following evaluation criteria:

- (i) compliance of the proposed services with the Terms of Reference;
- (ii) operational plan for the provision of the services.

(b) Subject to the conformance of the Technical Proposal to the requirements of the Terms of Reference, as referred to in paragraph (a) above, the Financial Proposal shall be evaluated as follows:

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

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

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 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 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.

19. Proprietary Information

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

MODEL CONTRACT

between

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

and

(THE CONTRACTOR)

for

The provision of
Services pertaining to Software Development and Information Technology
Support Services for the PTS Quality Management System

This Contract comprises this cover page, 12 (twelve) pages of text, including a table of contents and a signature page, and 3 (three) Annexes (A to C)

August 2010

TABLE OF CONTENTS

1. DEFINITIONS.....	2
2. AIM OF THE CONTRACT	3
3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT	3
4. COMMENCEMENT AND COMPLETION OF THE SERVICES.....	3
5. STANDARD OF WORK	3
6. RESPONSIBILITIES OF THE CONTRACTOR.....	3
7. WARRANTY	4
8. PERMITS, NOTICES, LAWS AND ORDINANCES	4
9. PROTECTION OF PERSONS AND PROPERTY	4
10. RESPONSIBILITIES OF THE COMMISSION	6
11. CONTRACT PRICE	6
12. PAYMENT.....	6
13. TEMPORARY SUSPENSION OF WORK.....	7
14. DELAYS AND EXTENSION OF TIME.....	8
15. CONTRACTOR'S CLAIMS AND REMEDIES.....	8
16. ENTIRE AGREEMENT.....	8
17. DISCREPANCIES	8
18. SEVERABILITY	9
19. NO WAIVER.....	9
20. CONTRACT AMENDMENT.....	9
21. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS	9
22. EFFECTIVENESS.....	10
23. SOFTWARE LICENCE	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 principal office located at _____ [address] (both hereinafter referred to as the ‘Party/ies’).

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 License Agreement.

“**Annex C**” means Terms of Reference.

“**Annex D**” means the Contractor’s Proposal dated

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

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

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

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

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

2. AIM OF THE CONTRACT

The aim of this Contract is to provide services, namely, (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.

OPTIONAL EXTENSION

The Commission has the option to extend the Services for further 12 month periods, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the intention to extend the Contract at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

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 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.
- (c) The Contractor acknowledges that after the completion of the Work under this Contract, the Commission shall own the Software and source code described in Annex B and the Contractor shall have no rights in that Software or source code unless granted by the Commission under Clause 23 of this Contract or in writing under a separate agreement.

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

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.

The Contractor shall give all notices required by the nature of the Work.

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, a firm fixed price of EURO/US\$ _____ in numbers and words, hereinafter referred to as the “Contract Price”.
- (b) The Contract Price shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.
- (c) The Contract Price shall be firm and fixed and shall not be subject to escalation. The Contractor shall not do any work, provide any materials or equipment, or perform any services which may result in any charges to the Commission over and above the Contract Price without the prior written consent of the Commission and a formal written amendment to this Contract.

No Taxes are applicable under this Contract.

12. PAYMENT

- (a) The Contract Price shall be paid in accordance with the following payment schedule and subject to the following conditions:

A progress payment schedule based on milestone deliveries may be included in the proposal.

- (b) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice in 1 (one) original and 2 (two) copies or electronically, from the Contractor's official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission's email address specified under Clause 21. Each invoice shall contain 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 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 20 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) General Conditions of Contract (Annex A);
- (iii) Terms of Reference (Annex B);
- (iv) 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
Fax: + (43 1) 26030 5948
E-mail: procurement@ctbto.org*

For invoices and related enquiries:

*Accounts Payable
CTBTO Financial Services Section
Vienna International Centre
Wagramerstrasse 5, P.O. Box 1200
1400 Vienna, Austria
Tel: + (43 1) 26030 6292
E-mail: Payments@ctbto.org*

(b) The Contractor:

[]

22. EFFECTIVENESS

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iii) if by fax, when received in legible form;
 - (iv) 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.

23. SOFTWARE LICENCE

The Commission hereby grants the Contractor a non-exclusive, non-transferable, irrevocable license to use the Software for the duration of the Contract and for the purpose of doing the Work under the Contract. The use of the source code is only for the duration of the Contract and for the Work required under the Contract. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Commission. The Contractor acquires no title, right or interest in the Software, other than the license(s) specifically granted herein by the Commission.

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

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

[Name, Position/Title]

Date: _____

Place: _____

For and on behalf of **[CONTRACTOR]:**

[Name, Position/Title]

Date: _____

Place: _____



General Conditions of Contract

1. DEFINITIONS

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

2. LEGAL STATUS

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

3. ASSIGNMENT

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

4. SUBCONTRACTING

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

5. SOURCE OF INSTRUCTIONS

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

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

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

6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

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

7. ASSIGNMENT OF PERSONNEL

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

8. CONFLICT OF INTEREST

No employee 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. EMCUMBRANCES/LIENS

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

11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

12. CONFIDENTIALITY

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

13. LANGUAGES, WEIGHTS AND MEASURES

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

14. PUBLICITY

- (a) The Contractor shall not advertise or otherwise make public the fact that it is providing or has provided Services and Goods for the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise.
- (b) These obligations do not lapse upon satisfactory completion of the Services, delivery of the Goods or termination of the Contract.

15.OFFICIAL NOT TO BENEFIT/CONTINGENT FEES

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

16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- (a) Except to the extent the Contractor has granted a license to the Commission, the Commission, shall be entitled to all intellectual property, including but not limited to copyrights, patents and trademarks, with regard to products, documents or other materials which bear a direct relation to or are produced or collected under the Contract. The Contractor shall take all necessary steps, prepare and process all necessary documents and assist in securing such property rights and transferring them to the Commission and/or to the government where the Services or Goods are to be provided, in compliance with the requirements of the applicable law.
- (b) The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed in the execution of the Contract. Should, contrary to the Contractor's expectation, claims be raised against the Commission charging it with infringement of intellectual property rights, the Contractor shall hold harmless the Commission and shall indemnify it to the full extent of any damages or awards arising from such claims. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- (c) The Commission shall give the Contractor due notice in writing of any charges of infringement brought against the Commission and of the filing of any suit for infringement of intellectual property rights of third parties due to the execution of the Contract, and the Commission shall give the Contractor the opportunity to defend the Commission against the said suit at its discretion and shall not, without the Contractor's consent in writing, make any admission or consent to any claim of any third party, which might be prejudicial to the Contractor's position.

17.DEFAULT BY THE CONTRACTOR

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

18.WITHHOLDING OF PAYMENT

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

19.LIQUIDATED DAMAGES

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

20. FORCE MAJEURE

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

21. INSOLVENCY AND BANKRUPTCY

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

22. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including cost and expenses arising out of acts or omissions of the Contractor or its employees or subcontractors in the performance of the Contract. This requirement shall extend, inter alia, to claims or liabilities in the nature of workers' compensation and to claims or liabilities

pertaining to intellectual property rights. The obligations under this clause do not lapse upon termination of the Contract.

23. AMICABLE SETTLEMENT

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

24. ARBITRATION

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

25. PRIVILEGES AND IMMUNITIES

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

25(a). TAX EXEMPTION

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

26. TERMINATION

The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactory

accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.

27. GOODS

In the event that the Contract requires the Contractor to supply Goods, the following clauses shall apply in addition to the above.

28. WARRANTY

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

29. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance-including drawings and production data-to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations

necessary to meet specification requirements free of cost to the Commission.

- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited or waived by reason of the Goods' having previously been inspected, tested and passed by the Commission.
- (e) Nothing in this Section on Inspections and Tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

30. PACKING

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

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

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

PURCHASE NO. _____
GROSS WEIGHT _____
NET WEIGHT _____

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

(h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:

- ◆ purchase order/Contract number;
- ◆ waybill number or equivalent reference number of the shipment (if any);
- ◆ number of boxes/cartons/crates/etc.;
- ◆ estimated time of departure (ETD);
- ◆ point of departure and name of freight carrier;
- ◆ estimated time of arrival (ETA) to final destination.

(i) The following documents shall be enclosed with the shipment in case of shipping by air:

- ◆ airway bill;
- ◆ proforma or commercial invoice;
- ◆ packing list.

(j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

31.DELIVERY AND TRANSPORTATION

(a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract, and the Goods shall remain at the risk of the Contractor until delivery has been completed.

(b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, (door-to-door) specified in the Contract shall be arranged and paid for by the Contractor and the cost thereof shall be included in the Contract Price.

32.TAKE-OVER/HAND-OVER

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

33.EXPORT LICENCES

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

34.SPARE PARTS

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

(a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract;

(b) In the event of termination of production of the spare after delivery of the Goods:

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

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

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

8 Feb. 2010

ANNEX B

MODEL LICENSE AGREEMENT**1. PREAMBLE**

- 1.1. This License Agreement is part of the Contract entered between the Supplier and the Purchaser.
- 1.2. The Supplier possesses the copyright of Software and documents to which the License relates.
- 1.3. The Supplier is willing to grant and the Purchaser desires to acquire a non-exclusive, non-transferable and irrevocable right as provided below.
- 1.4. The Parties agreed to the following by agreeing to the Contract.

2. DEFINITIONS

As used herein, the following terms shall have the following definitions:

- 2.1. "License Agreement" means the present document.
- 2.2. "Documentation" means the Supplier's copyrighted materials that document functions of the Software.
- 2.3. "Effective Date" means the date of the last signature by the representatives of the Parties of the Contract, on which the Contract shall enter into force.
- 2.4. "Eligible Users" means the Purchaser's employees and/or direct contractors.
- 2.5. "Software" means the software listed in the Contract.

Capitalized terms shall have the same meaning as defined in the General Conditions of Contract attached to the Contract, unless expressly otherwise defined herein.

3. GRANT OF RIGHTS AND LICENSES

- 3.1. The Supplier hereby grants the Purchaser a non-exclusive, non-transferable, irrevocable License to use the Software, under the terms and conditions set forth herein.
- 3.2. The Purchaser is authorized to use the Software only for activities related to the fulfilment of mandate and purposes of the CTBT including the performance of services of the Purchaser's own commercial and/or government customers. The Purchaser is not authorized to sublicense, distribute, sell, or grant access to the Software, or integrate it into products or computer software programs of third parties unless required for the performance of activities related to its mandate.
- 3.3. Access to, and use of, the Software is restricted to Eligible Users.
- 3.4. The Purchaser agrees to protect the Software from use by, or disclosure or distribution to, persons who are not Eligible Users.
- 3.5. The Purchaser is authorized to make copies of the Documentation provided by the Supplier only for internal distribution. Copies of the Software may be made by the Purchaser only for back-up and archival purposes.
- 3.6. The Purchaser agrees not to remove or destroy any proprietary markings, restrictive legends, or intellectual property notices on or in the Software and Documentation.
- 3.7. All title, ownership rights and intellectual property rights in and to the Software shall remain with the Supplier. The Purchaser acquires no title, right or interest in the

Software, other than the License(s) specifically granted herein by the Supplier and the title to the media upon which the Software is delivered.

4. RIGHTS AND OBLIGATIONS OF THE SUPPLIER AND PURCHASER

- 4.1. The Supplier shall supply to the Purchaser a properly functioning and fully tested Software system.
- 4.2. The Supplier shall provide the Purchaser with catalogues and other descriptive literature with respect to new versions, releases and/or upgrade of the Software.

5. WARRANTY

- 5.1. The Supplier warrants that the licensing and use of the Software by the Purchaser in accordance with the terms of this License Agreement shall not infringe any copyright, patent or registered design rights of any third party.

6. INDEMNITY

- 6.1. If any claims of copyright infringement are asserted against the Purchaser by virtue of the infringement by the Supplier of a third party intellectual property rights through the grant of a Software License, the Supplier agrees upon written notification, of such claim by the Purchaser to indemnify, hold and save harmless the Purchaser from all necessary expenditures incurred by the Purchaser in the investigation of such claims, assist in preparation and in defence against same, and/or in settlement thereof, provided that the obligation of the Supplier shall be conditioned upon it being given prompt notice of such claim, the exclusive right to control and direct the investigation, defence and settlement of such claim and the complete cooperation of the Purchaser.
- 6.2. If, as a result of any suit or proceeding so defended, any of the Software is held to constitute an infringement or its use by the Purchaser is enjoined, the Supplier shall, at its option and expense, either (i) procure for the Purchaser the right to continue using said Software; (ii) replace it with substantially equivalent non-infringing Software; or (iii) modify it so that it becomes non-infringing.
- 6.3. If the violation of Software rights is the result of the use of the Software in combination with other products not

delivered by the Supplier, then the Supplier shall not be held liable.

7. INSOLVENCY AND BANKRUPTCY

- 7.1. Should the Contractor become insolvent or be adjudged bankrupt, the Commission, after having paid the Contract Price, will retain the License to use the Software, whether or not the Commission elects to terminate and declare the contract avoided under Clause 21. of the General Conditions of Contract.

Terms of Reference

Software Development and Information Technology Support Services for the PTS Quality Management System

1. BACKGROUND INFORMATION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (the “Commission”) is developing and implementing its Quality Management System (QMS), based on ISO 9001:2000 standards, and has adopted its Quality Policy in August 2006. The quality policy provides for the need to establish metrics and KPIs to enable the efficiency and effectiveness of the processes to be assessed objectively and quantitatively. KPIs and metrics also allow to systematically monitor and measure the quality of work products and their compliance with requirement, and to enable continuous, reportable quality measures for providing the States Signatories with the necessary confidence in the verification regime functioning as well as provide the basis for a systematic management review.

2. PTS QUALITY MANAGEMENT SYSTEM TOOLS – STATUS AND PLANS

The Commission is developing and maintaining several IT systems and tools to support and implement the PTS-QMS, such as:

a) OES/EV Intranet

Currently, an Evaluation Section web page is available on the PTS Intranet. Its purpose is to provide a main repository for the evaluation section project’s documentation and information (e.g. reports, plans, methods and activities) and the main tool for knowledge management.

A revamping and further develop the functionalities of this web page (e.g. text-based searching, links to other systems, Document Management and Control functionalities), is planned, compatible with the PTS intranet system.

b) Evaluation Activities Management System

The Commission needs to develop a web-based system to support and systematize the management of the activities and tasks related to the preparation and implementation of the NDC Evaluation Workshops, Quality Management Workshops, evaluation activities and related meetings organized by the evaluation Section. The system will also provide a repository of related documentation and process flows.

c) PRTool (Performance Reporting Tool)

PRTool is a web-based system to compute, display and report the Key Performance Indicators (KPIs) as established in the PTS Process Metrics Manual. This system is the basis for objective evaluation of the performance of the IMS verification system as well as of the PTS supporting processes.

PRTool is designed as a distributed application and consists of several layers that are running in the IDC network. The first layer is a set of Python scripts that populates the KPI repository running on Oracle 10g. The second layer is represented by the KPI Access Server – a web application written using J2EE technologies (Java, Tomcat, Spring) in a web service way. The third layer is a PRtool GUI (Java, Tomcat, Struts

2). The production and test systems are installed on servers running RedHat Enterprise Linux 5.1.

PRTool was originally conceived as a prototype and is currently undergoing an in-depth re-engineering leading to the first operational version to be released within the last quarter of 2010.

d) PRTool Sandbox

The PRTool sandbox is the current prototype platform for PRTool. It is based on Java JSP (Java, Tomcat, Dojo toolkit) technology and uses a MySQL database. A migration to ORACLE is planned.

This platform needs to be kept and maintained to allow the prototyping and validation of new KPIs and improvements in the PRTool.

The Commission has standards and guidelines related to software, web style, corporate identity and documentation. These and any modification or enhancement thereof should be followed where practicable.

General technical requirements are in place, such as, Concurrent Versions System (Clear Case) to manage source versioning and changes to the database schema must be synchronized with the Commission's Oracle Designer Repository.

3. PURPOSE

The Commission is seeking to obtain assistance and high quality, reliable, responsive and flexible information technology services with the following aims:

- Provide further development, maintenance and operational support for the systems and tools described in section 2, as well as for the migration to the web infrastructure. Maintenance activities will include various usability and functionality upgrades of the different graphical user interfaces, e.g. implementation of more sophisticated data viewing tools, geographical maps and folders/tree views.
- Introduction of various enhancements and expansions of scope of those systems to include more data as planned.
- Integration of such systems with others currently operating or being developed by the Commission.
- Investigate the feasibility of implementing more advanced technologies.

4. SCOPE OF WORK AND TASKS

The Contractor will carry out the activities in this Section, hereinafter the "Work", by means of two experts, full-time on-site at the Commission's headquarters in Vienna, Austria for the entire term of the contract:

Potential bidders are invited to submit proposals for all or part of the tasks under the Work.

The Commission reserves the right to award the Tasks to various bidders as appropriate.

4.1. PRTool KPI Repository

- 4.1.1. Further incorporate into the KPI repository additional properties by entity (e.g. station coordinates) to allow additional filtering possibilities (e.g. filtering by configuration date);
- 4.1.2. Adjust KPI Access server in order to have a possibility to group entities into a hierarchical structure of groups;
- 4.1.3. Adjust KPI Access server in order to store multidimensional sets of data (relevant nuclide significant, categorization distribution, etc);
- 4.1.4. Further develop “admin functionalities” for KPI Access server. Admin part should provide a opportunity to manage the metadata (i.e. entities, entity groups, etc);
- 4.1.5. Complete KPI Access server documentation ;
- 4.1.6. Adjust/finetune scripts to match the PTS Software requirements:
 - a) Make scripts compatible with Python 2.4
 - b) Change initial parameter settings
 - c) Change logging module to be SYSLOG compatible
- 4.1.7. Organize storage of the scripts in ClearCase;
- 4.1.8. Work closely with SA section in order to run KPI Access server and scripts in IDCDEV, TestBad and Operational LANs;
- 4.1.9. Prepare Oracle Database schemas for KPI Access Server and PRTool;
- 4.1.10. Optimize and tune KPI Access server SQL queries in order to achieve maximum performance;
- 4.1.11. Establish streaming out the PRtool database in order to be accessible from outside;
- 4.1.12. Further improvement PRTool GUI;
- 4.1.13. Support the installation of the PRtool into PTS Web Infrastructure according to requirements.

4.2. PRTool V1.0

- 4.2.1. Maintenance of the source codes and databases according to Software Applications Section requirements;
- 4.2.2. Further develop “admin functionalities” for KPI Access server. Admin part should provide a opportunity to manage the metadata (i.e. entities, entity groups, etc.);

- 4.2.3. Update KPI Access server documentation;
- 4.2.4. Work closely with SA section in order to run KPI Access server and scripts in IDCDEV, TestBad and Operational LANs;
- 4.2.5. Optimize and tune KPI Access server SQL queries in order to achieve maximum performance;
- 4.2.6. Establish streaming out the PRtool database in order to be accessible from outside;
- 4.2.7. Further improvement PRTool GUI;
- 4.2.8. Support the installation of the PRtool into PTS Web Infrastructure according to requirements;

4.3. PRTool Sandbox

- 4.3.1. Spread region/country filtering over all of the metrics;
- 4.3.2. Create export templates for the metrics, which do not have export possibility;
- 4.3.3. Adjust PRtool in order to utilize data provided by KPI Access Server;
- 4.3.4. Change database backend from MySQL to Oracle in order to improve performance;
- 4.3.5. Further develop and test new KPIs;
 - a) Verify, validate and implement computation of new metrics and KPIs (e.g. from Operational Manuals, RN and NG implementation instructions, etc.);
 - b) Adjust and test PRTool views and displays according to metric classifications (colours, view sets, etc.);
 - c) Migrate newly developed KPIs into PRTool V1.0;

4.4. Re-engineer OES/EV Intranet Web Page and Develop of Evaluation Activities Management System

- 4.4.1. Redesign, develop and populate the Evaluation section web page to encompass all projects, documents and activities managed by the evaluation section, including a QMS document control tools;
- 4.4.2. Develop the conceptual design, prototype and test a web-based system to support and systematize the management of the activities and tasks related to the preparation and implementation of the NDC Evaluation Workshops, Quality Management Workshops, evaluation activities and related meetings organized by the evaluation Section;

- 4.4.3. To produce the conceptual design, a prototype and test the integration and interconnection of PRTool results with and into those from the systems for Monitoring and Evaluation (M&E) of the P&B and the PMAP (PTS Project Management System) together with the other relevant PTS systems (IMIS, PROXYS). This integration aims at providing the PTS Senior management with a platform for unifying top level metrics and KPIs to allow an efficient and effective follow-up of the PTS activities and projects. The integration would use the Balance Score Card (BSC) approach.

4.5. Cross-Cutting and General Tasks

- 4.5.1. Design and maintain web applications. Carry out software development using, Java, J2EE, JavaScript, Python and Perl;
- 4.5.2. Develop software requirements, procedures and documentation as required;
- 4.5.3. Implement a common monitoring solution to track, check and alert all PTS-QMS systems and tools;
- 4.5.4. Support the installation of the applications, systems and tools into the PTS Web Infrastructure according to the requirements;
- 4.5.5. Resolution of incidents and fixing bugs;
- 4.5.6. Provide assistance, help, guidance and support to users;
- 4.5.7. Plan and implement acceptance testing of new releases of the PTS-QMS systems/tools;
- 4.5.8. Carry out automated data extraction, population, manipulation and analysis as directed, using SQL and PL/SQL;
- 4.5.9. Perform web design tasks and maintenance of Cascading Style Sheets (CSS) and templates.

5. ORGANIZATION OF WORK

- 5.1. The Contractor is expected to work closely and cooperatively with the Commission and its other contractors to advise, develop, and perform all Work Tasks under the Contract. The Contractor will report directly to a single point of contact of the Commission designated by the Chief-Evaluation Section.
- 5.2. If requested by the Commission, the Contractor shall participate in Contract planning and coordination meetings, including an initial meeting at the commencement of the Contract (kick-off meeting).
- 5.3. The Commission will assign to the Contractor the relevant tasks to cover all Work to be completed under the Contract.
- 5.4. The Work will be implemented through Work Orders. Work Order proposals will be prepared by the Contractor under Commission's request and will only be effective when approved by the Commission.
- 5.5. Work Orders will contain, inter alia, the following information:
 - 5.5.1. Work plan, milestones, deliverables, schedules and responsibilities;
 - 5.5.2. Testing and acceptance procedures;
 - 5.5.3. Estimated effort required;

- 5.6. Any modification to the contents or scope of a Work Order must be agreed in writing by the Commission and the Contractor.
- 5.7. The Contractor shall provide status reports at the end of every quarter for the duration of the Contract. The format and contents of the status report will be agreed to in writing during the initial kick-off meeting.
- 5.8. Deliverables and status reports will be timely reviewed by the Commission.

6. PLACE AND DURATION OF THE WORK

- 6.1. The Work under the Contract will have an initial duration of 12 months from signature of the Contract.
- 6.2. The Contractor will conform to the Commission's working hours and days when working at the premises of the Commission.
- 6.3. For each period of 12 months validity of the Contract, the Commission has the right to request the Contractor to perform Work under Section 4 on site for a maximum of **ten** times for at least **20** working days total Contractor Personnel effort on site.
- 6.4. At the end of 12 months validity of the Contract, the Commission has the option to extend the contract **three** times for a further period of 12 months at a time.

7. PROVISION OF SUPPORT BY THE COMMISSION

The Commission will be responsible for on-site operations, including the physical database environments, and physical requirements for design, development, testing and production. To facilitate the completion of work under the Contract, the Commission will provide the Consultant with basic infrastructure, including office space and standard office supplies, any necessary hardware and software; access to e-mail, telephone and facsimile; access to the Commission's development, test and production environments; and as needed, relevant documentation and source code.

The Commission will make qualified staff available to assist and cooperate in responding to information requests from the Consultant to allow for efficient and effective completion of the Work. However, strict conditions and limitations on access and use of any transferred code or documentation, will apply as contained in the Contract.

8. REQUIREMENTS FOR CONTRACTOR'S EXPERTS

8.1. General Requirements

Contractor's experts shall have sufficient qualifications and experience as described in Section 9 to perform the Work efficiently and effectively.

8.2. Change in Personnel

Designated Contractor's experts shall not be changed. Exceptionally, if the Contractor is forced to change its designated Personnel, it must submit the full and detailed resumes of the proposed Personnel to the Commission for prior approval. The Commission reserves the right to refuse any and all changes to Personnel and to remove and promptly replace Contractor's personnel without penalty.

9. KNOWLEDGE AND SKILLS OF EXPERTS

9.1. Required Knowledge and Experience:

- 9.1.1. Relevant computer skills and experience in development of web based applications including: Oracle, SQL and PL/SQL and database administrative skills, Apache, Apache Tomcat, HTML, JavaScript, CGI, UNIX (Solaris) and Linux operating systems.
- 9.1.2. Knowledge of Java Server Pages (JSP), Struts 2 and Spring frameworks.
- 9.1.3. Understanding of software life cycle processes and methodologies.
- 9.1.4. Experience in software development, business analysis and database design in a commercial, scientific or technical environment.
- 9.1.5. Demonstrated skills in oral and written communication in the English language (technical writing). Ability to produce clear and concise reports, explanations and presentations for users and technical staff of the Commission in English.
- 9.1.6. A record of at least two successfully completed and relevant projects or services.

9.2. Desirable Knowledge and Experience:

- 9.2.1. Degree in computer science, information technology or a related scientific, engineering or mathematics field or equivalent experience.
- 9.2.2. Knowledge of Java, Perl, Python, C, C++.
- 9.2.3. J2EE including JSP, JDBC, Servlets, EJBs, Javabeans and JNDI.
- 9.2.4. Practical knowledge of J2EE design patterns as recommended by SUN.
- 9.2.5. Knowledge of and experience with Oracle Designer. Ability to design and generate tables, sequences, triggers and views from Oracle Designer.
- 9.2.6. Experience in AJAX programming, especially using JQuery and Dojo toolkits.
- 9.2.7. Experience in JIRA and Confluence.

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

1. Name of Company:

2. Street Address:

3. Telephone:	
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P.O. Box :
City:

4. Fax :

Zip Code :	Country:
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Zip Code :	Country:
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5. E-Mail :

6. Contact Person:	Title:
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6. Contact Person:	Title:
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7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)

8. Year Established:	
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9. Number of Employees:	
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10. Gross Annual Turnover (US\$m)*:	
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11. Annual Export Turnover (US\$m)*:

12. Type of Business/Products: Manufacturer ☐

12. Type of Business/Products: Manufacturer ☐

12. Type of Business/Products: Manufacturer ☐

13. Type of Business/Services/Work: Engineering ☐

13. Type of Business/Services/Work: Engineering ☐

13. Type of Business/Services/Work: Engineering ☐

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:

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:

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:

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:

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16. Summary of any changes in your company's ownership during the last 5 years:

****Please provide supplementary documentation on these items.**

[illegible]

* 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.