

## REQUEST FOR PROPOSAL

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**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2019-0148/RAHMAN  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

**Attn:**

Phone:  
Fax:  
Email:

**Date:** 06 Sep 19

**Subject:** Call-off Contract for Software Development and Maintenance of NET-VISA

**Deadline for Submission:** 09 Oct 19

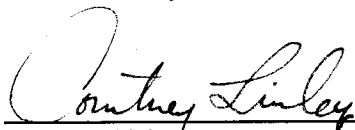
**Vienna Local Time:** 17:00

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 or email as soon as possible.

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

Yours Sincerely,



Courtney Linley  
Chief, Procurement Section

### ACKNOWLEDGEMENT FORM

<b>Solicitation No:</b> 2019-0148	<b>Closing Date:</b> 09 Oct 19
<b>Title:</b> Call-off Contract for Software Development and Maintenance of NET-VISA	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Fazal Rahman

**CTBTO Req. No.:** 0010014273

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

#### **WITHIN FIVE (5) DAYS**

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

**by email to**  
procurement@ctbto.org

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

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

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

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

### 1. General

This Request for Proposal (RFP) is for the provision of services “Software Development and Maintenance of NET-VISA” (hereinafter referred to as the “Services”) as described in the Terms of Reference.

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 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 and its attachments
  - i – Attachment A (Mandatory Table of Contents and Format of Technical Proposals);
  - ii - Attachment B (Sample Format for Pricing); and
  - iii - Attachment C (Evaluation Matrix)
- (c) List of CTBTO Member States
- (d) Statement of Confirmation
- (e) Vendor Profile Form (to be completed only by bidders not registered with the Commission or by those whose profiles need to be updated)
- (f) Model Contract and Annexes A and B:
  - Annex A: Commission’s General Conditions of Contract
  - Annex B: Commission’s Terms of Reference, including its Attachments

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 Proposal shall be submitted in **two sealed envelopes**. One sealed envelope shall contain 1 (one) original and 2 (two) copies of the Financial Section of the Proposal and the other sealed envelope shall contain 1 (one) original and 2 (two) copies of the

Technical Section of the Proposal, where each document shall be clearly marked as “Original Proposal” or “Copy of Proposal”.

- (a) The envelopes shall be clearly marked as follows:

***NAME OF PROJECT: Software Development and Maintenance of NET-VISA***  
***CLOSING DATE: 7 October 2019***  
***CTBTO REF. NO.: 2019-0148/RAHMAN***

## **6. Mailing Address and Closing Date**

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

Chief, Procurement Section  
Office E0918  
CTBTO, Vienna International Centre  
Wagramerstrasse 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 Request for Proposal.

NOTE: Proposals sent by fax or e-mail - even if they are submitted before the closing date and time as an “Electronic Advance Copy” for the subsequent submission of the same Proposal as a hard copy in sealed envelopes - will not be considered and may lead to the rejection of the bidder from the procurement process.

## **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 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications re RFP No. 2019-0148/RAHMAN

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

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 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 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 for services are described in Clause 12 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.

**Format of the Technical Proposal**

The Technical Proposal shall be submitted in the format set out in Attachment A "Format of Technical Proposal" attached hereto. Bidders must provide all the information requested in this document but may provide additional related content as attachments.

**Personnel**

Please note that it is the bidder's responsibility alone to obtain <b>work permits or visa or similar</b> 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.
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**Statement of Confirmation**

The attached Statement of Confirmation should be duly signed and submitted together with your Proposal.

**Vendor Profile Form (VPF)**

The form only needs to be submitted (duly signed and stamped) together with the Proposal by bidders not registered with the Commission or if a registered profile with the Commission needs to be updated.

**Scope of Work**

The Proposal shall include a brief description on how you will perform the Work and your overall plan for the execution of the tasks described in the Terms of Reference. You shall furnish such description by providing a section-by-section response or comments to the tasks described in the Terms of Reference. Any deviation from the Terms of Reference or other documents contained in the RFP shall be clearly stated and justified. The Commission reserves the right to accept or reject such deviations.

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

**Personnel**

The Proposal shall include:

- (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 this Contract (such as Project Manager or Team Leader, etc);
- (d) Curriculum vitae of the key staff proposed for this contract, including experience with standards and technical experience to perform the Work.

**Sub-Contractors**

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

**Model Contract**

A statement that the bidder has carefully reviewed the Model Contract and its Annexes and agreed to all its terms and conditions. Any deviations may be a factor in the award decision.

**PART II: FINANCIAL PROPOSAL**

Bidders are required to submit the Financial Proposal as follows:

**Format of the Financial Proposal**

The Financial Proposal shall be submitted in the format set out in Attachment B "Format of Financial Proposal" attached hereto. Bidders must provide all the information requested in this matrix but may provide additional related content as attachments.

**Pricing**

The quoted fees/rates shall be fixed for the duration of the Contract. The quoted fees/rates and travel expenses (if and as applicable) must include all overheads and ancillary expenses, unless otherwise stated in the Terms of Reference or Attachment B "Sample Format for Pricing". All individual items shall be stated in EURO or US Dollars and adequate justification and calculation must be included in the cost proposal. The sum of all individual costs shall be computed to constitute the total Contract Price.

**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.

**(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 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 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 EU Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151). A tax exemption certificate issued by the relevant Austrian authorities will be provided upon request.

**(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 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. 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**

Your 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 your 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**

- (a) The Commission, based on the evaluation method given below, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’. The relative weighting of each component of the Proposal is **70%** for the Technical Proposal and **30%** for the Financial Proposal. The successful bidder will be the one with the highest combined score.
- (b) The Commission will first conduct a technical evaluation based on the following evaluation criteria:
  - Meeting the Requirements of the Terms of Reference
  - Experience, Resources and Project Management of the Bidder
  - Skills and Experience of Key Staff

Detailed list of evaluation criteria is provided in Attachment C.

If the Proposal fails to meet the technical requirements for any one item, the entire proposal may be rejected.

#### **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.

**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 (m<sup>3</sup>) – if applicable:

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

☐ For one year period    ☐ For a period of .....

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

☐ For a two year period    ☐ For a period of .....

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

State country of origin or assembly of all items quoted:

Quantity discount and early payment discount (if any):

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

Included in this quotation : **Yes**    ☐                      **No**    ☐

**Confirmation that the bidder has reviewed the Commission's Terms of Reference, General Conditions of Contract, Draft Model 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:**

# ATTACHMENT A

## ***Instructions for Preparation and Submission of Proposal***

### Software Development and Maintenance of NET-VISA

#### *Technical Proposal - Mandatory Table of Contents and Format*

Item	Minimum content
<b>1. Executive Summary</b>	<ul style="list-style-type: none"><li>• Provide an overview of proposal</li></ul>
<b>2. Experience, Resources and Project Management</b>	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>• Background of company, ownership, size, location, profile</li><li>• If a consortium, provide a clear explanation of the business relationship between the members and governance for execution of this project. Also discuss and show the relationship of any sub-contractors.</li></ul>
2.2 Corporate Experience	<ul style="list-style-type: none"><li>• Experience in managing and executing work of similar scope and complexity.</li></ul>
2.3 Project Management Team and Staffing	<ul style="list-style-type: none"><li>• Provide management structure and key personnel of the project.</li></ul>
2.4 Availability of resources	<ul style="list-style-type: none"><li>• Please address in as much detail as reasonable what resources you deem necessary for the successful implementation of the project and when they will be made available during the intended project implementation, in terms of:<ul style="list-style-type: none"><li>– key personnel;</li><li>– hardware;</li><li>– software;</li><li>– other resources.</li></ul></li></ul>
2.5 Quality Management Plan	<ul style="list-style-type: none"><li>• Provide a Quality Management Plan that describes how quality of services will be maintained throughout the Contract period.</li><li>• Include QA certifications and applicable references.</li></ul>
<b>3. Meeting the Requirements</b>	
3.1 Assumptions	<ul style="list-style-type: none"><li>• The bidder should detail key assumptions that impact the Technical Proposal.</li></ul>
3.2 Understanding of the project	<ul style="list-style-type: none"><li>• The bidder's response should demonstrate detailed knowledge and understanding of project as described in the Terms of Reference, and describe in detail how the required tasks/services will be accomplished.</li><li>• The bidder's response should describe in detail the expected inputs/resources to be made available by the Commission.</li></ul>

3.3 Software Development	<p>Please address in as much detail as reasonable:</p> <ul style="list-style-type: none"> <li>• How you intend to address some of the tasks described in sections 2 of the Terms of Reference, in particular Tasks 1, 2, 3, 4 and 5;</li> <li>• How will you ensure that the proposed design and implementation solutions lend themselves to modular and extensible design;</li> </ul>
<b>4. Skills and Experience of key staff</b>	<ul style="list-style-type: none"> <li>• Provide resumes of the proposed key personnel describing in detail all qualifications and experience required in section 7 of the Terms of Reference.</li> <li>• Provide a matrix that details how each of the proposed key personnel satisfies the requirements laid out in section 7.</li> </ul>
<b>5. Attachments (as set out in section 10 of the Instructions for the Preparation of Proposals)</b>	<ul style="list-style-type: none"> <li>• Statement of Confirmation</li> <li>• Vendor Profile Form</li> <li>• Statement regarding Model Contract</li> </ul>

**Attachment B - Sample Format for Pricing**

		<b>NUMBERS UNDER EACH PERIOD</b>	<b>INITIAL CALL-OFF PERIOD 1 (FIRM)</b>	<b>CALL-OFF PERIOD 2 (OPTIONAL)</b>	<b>CALL-OFF PERIOD 3 (OPTIONAL)</b>	<b>CALL-OFF PERIOD 4 (OPTIONAL)</b>
	<b>Unit</b>	<b>#</b>	<b>Rate**      Total</b>	<b>Rate**      Total</b>	<b>Rate**      Total</b>	<b>Rate**      Total</b>
<b>Fees</b>						
Senior staff - off site	Person-Day					
Junior staff - off site	Person-Day					
	-		-	-	-	-
<b>Ancillary costs</b>						
<b>Travel costs</b>						
International return travel <sup>#</sup>	Trip/person	4	-	-	-	-
			-	-	-	-
Allowances*** (if applicable)	person/day					
...*)						
...						
<b>Other costs</b>						
...*)						
...						
...						
<b>Subtotal ancillary costs</b>	-		-	-	-	-
	-		-	-	-	-

\*) Please change/add categories as appropriate.

\*\*) Please specify currency (USD or Euro only).

\*\*\*) Daily subsistence allowance (DSA) per person per on-site working day including accommodation and local transport

#) Airfares should be based on the least costly (Economy Class ticket), most direct route.

## Attachment C

### Technical Evaluation Criteria: Software Development and Maintenance of NET-VISA

**TABLE 1**

	Technical Evaluation Criteria	Max Points	Weight (%)	Max Score
	<b>Experience, Resources and Project Management</b>			
1	Proven track record of software development in large or medium sized technical/scientific organizations working in environmental monitoring.	10	1.5	15
2	Availability of sufficient resources to fulfil the forecasted work orders (dedicated personnel for this contract or a team of experienced developers on hand), along with required facilities for off-site software development.	10	1	10
	<b>Subtotal</b>	20		25
	<b>Meeting the Requirements</b>			
3	Extent to which all aspects of the TOR have been addressed in sufficient detail.	10	1.5	15
	<b>Subtotal</b>	10		15
	<b>Skills and experience of (key) staff</b>			
4	Advanced university degree in computer science or natural sciences with a strong emphasis on machine learning methods and big data methods.	10	2	20
5	Professional experience in software development for complex operational technical/scientific analysis applications.	10	1.5	15
6	At least 5 years of experience within the last 10 years developing scientific software in UNIX/Linux environments.	10	2	20
7	At least 5 years of recent professional experience within the last 10 years using the Python and C programming languages.	10	2	20
8	At least 5 years of experience during the last 10 years developing data access layers in Python that interface with	10	2	20

	the PostgreSQL and/or Oracle databases.			
9	At least 5 years of professional experience developing learning and inference algorithms for Bayesian networks and including them into operational software.	10	1.5	15
10	Ability to communicate fluently in English, with a history of providing documents and services in the English language.	10	1	10
	<b>Subtotal</b>	70		120
	<b>TOTAL</b>	100		160

## Evaluation of Compliance with the Requirements

Bidders shall comply with all requirements of the ToR and with the evaluation criteria listed in Table 1.

For each evaluation criterion, each proposal will be scored on a scale from 0 – 10 as follows:

**TABLE 2**

Points	Scoring
0	Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1-2	Does not meet the minimum technical, functional, or performance related criterion.
3-4	Meets the criterion in <i>most</i> areas, but is lacking details and responsiveness in some areas of the criterion.
5-6	Meets the criterion in all areas.
7-8	Meets the criterion to minimum acceptable levels in all areas, and exceeds it in some areas.
9-10	Response exceeds the criterion in all areas and adds additional technical, functional and performance related value to the proposed services.

In order to pass the technical evaluation, Bidders shall score at least 3 points in each criterion.

### Maximum score for the technical review: 160

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated in accordance with the formula given below:

$$X = \text{Max Available Points} * Y/Z$$

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations. The weight of the technical and financial components is 70% and 30% respectively.



## CTBTO Member States

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

## STATEMENT OF CONFIRMATION

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

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

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

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

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:
---------------

P.O. Box :
City:

4. Fax	:
--------	---

Zip Code :	Country:
------------	----------

Country:

5. E-Mail :
-------------

6. Contact Person:	Title:
--------------------	--------

Title:
--------

7. Legal Status (e.g. Partnership, Private Limited Company, Government Institution)
---

8. Year Established:	
----------------------	--

9. Number of Employees:
-------------------------

10. Gross Annual Turnover (US\$m)*:	
-------------------------------------	--

11. Annual Export Turnover (US\$m)*:
--------------------------------------

12. Type of Business/Products:	Manufacturer	<input type="checkbox"/>
--------------------------------	--------------	--------------------------

Sole Agent ☐ Supplier ☐

13. Type of Business/Services/Work: Engineering ☐ Civil Work ☐ Governmental Institution ☐

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:

Year:

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

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

17. List of Products/Services/Work offered (please indicate the Product/Service/Work # as per attached sheet):			
Product/Service/Work #	Product/Service/Work Description		
Questionnaire completed by:			
18. Name:	Title:	Signature:	Date:
19. Evaluated By:	FOR CTBTO USE ONLY Initials		Date:
20. Updated By:	Initials		Date:
21. Remarks:			
22. Vendor Registration Number Allocated:			
			Not Accepted: <input type="checkbox"/>

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

# **MODEL CONTRACT**

between

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

and

(THE CONTRACTOR)

for

**SOFTWARE DEVELOPMENT AND MAINTENANCE  
OF NET-VISA ON A CALL-OFF BASIS**

September 2019

This Model Contract comprises this cover page, a table of contents,  
11 (eleven) pages of text, a signatories page, and 3 (three) Annexes (A to C)

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# MODEL CONTRACT

This CONTRACT is entered into between THE PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION (hereinafter referred to as “the Commission”), having its headquarters located at Wagramerstrasse 5, 1400 Vienna, Austria, and ..... (hereinafter referred to as the “Contractor”), having its registered address located at .....

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.

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

“**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**” 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.

**“Work”** means all the 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.

**Work Orders ('WO')** mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

## **2 AIM OF THE CONTRACT**

The aim of this Contract is to provide “Software Development and Maintenance of NET-VISA” on a call-off basis to the Commission, as and when required by the Commission.

## **3 ENTRY INTO FORCE, DURATION OF THE CONTRACT AND COMMENCEMENT AND COMPLETION OF THE WORK**

- (a) The 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 shall be valid until the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Work, for up to 350 person-days, in the form of WO within a period of 12 months from the Effective Date (hereinafter referred to as the **“Call-off Period”**). The commencement and completion date for the performance of the Work (hereinafter referred to as **“Commencement Date”** and **“Completion Date”**, respectively) will be set out in the respective WO. This sub-clause (b) shall also apply to any extension exercised under sub-clause (c) below.
- (c) Before the expiry of the Call-off Period or the maximum number of man-days set out in subparagraph (b) above, whichever occurs first, the Commission shall have the option to extend the Call-off Period three (3) times for twelve (12) months and up to 350 person-days each period, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the respective Call-off Period. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

#### **4 STANDARD OF WORK**

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. 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 it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

#### **5 RESPONSIBILITIES OF THE CONTRACTOR**

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

#### **6 ORGANISATION OF CONTRACT IMPLEMENTATION**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of Work through the issuance of individual WO in accordance with Section 4 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any Work if not requested by the Commission through a WO. The Commission shall not be held liable for the payment of any Work(s) which have been performed before and/or without the issuance of a WO to the Contractor. However, the Contractor may propose WO for Commission's evaluation.
- (b) The WO issued by the Commission shall be the basis for initiating Work, the exact scope of Work, the deliverables, acceptance, invoicing and payment of any Services performed by the Contractor.

- (c) The performance of Work shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Work shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

## **7 WARRANTY**

- (a) The provisions of Clause 28 of Annex A shall apply to the Works performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of 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. This shall include, but not be limited to, work permits, visa, or similar.
- (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, as and if applicable.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, as and if applicable, 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 daily rate of EURO/US\$ [ ] (in words) for the initial Call-off Period set out in Clause 3(b), amounting to a maximum of EURO/US\$ [ ] (in words) for 350 work days plus, if applicable, the variable costs (travel costs and other expenditure) mentioned in section 6 of Annex B for each issued WO, if and as applicable;
  - (ii) subject to sub-clause (b) below and Clause 3(c), a firm fixed daily rate of EURO/US\$ [ ] (in words) for the first extension of the Call-off Period, amounting to a maximum of EURO/US\$ [ ] (in words) for 350 work days plus, if applicable, the variable costs (travel costs and other expenditure) mentioned in section 6 of Annex B for each issued WO, if and as applicable;
  - (iii) subject to sub-clause (b) below and Clause 3(c), a firm fixed daily rate of EURO/US\$ [ ] (in words) for the second extension of the Call-off Period, amounting to a maximum of EURO/US\$ [ ] (in words) for 350 work days plus, if applicable, the variable costs (travel costs and other expenditure) mentioned in section 6 of Annex B for each issued WO, if and as applicable;
  - (iv) subject to sub-clause (b) below and Clause 3(c), a firm fixed daily rate of EURO/US\$ [ ] (in words) for the third extension of the Call-off Period, amounting to a maximum of EURO/US\$ [ ] (in words) for 350 work days plus, if applicable, the variable costs (travel costs and other expenditure) mentioned in section 6 of Annex B for each issued WO, if and as applicable;

hereinafter referred to as the “Contract Price”.

- (b) In the event that the Commission decides to extend the Call-off Period early, as foreseen in Clause 3(c) above, the Contractor will be reimbursed for the man-days called off in this period as follows:
  - (i) until the expiry of the initial Call-off Period, the daily rate set out in subparagraph (a)(i) above;
  - (ii) after the expiry of the initial Call-off Period, the daily rate agreed for the respective extension period (subparagraph (a)(ii), (iii) or (iv) above).
- (c) The unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- (d) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
- (e) [... Type and amount] of Taxes is/are applicable under this Contract. 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 arrears upon satisfactory completion of each WO and submission of the following:
  - i) Invoice drawn up in accordance with this Clause 12;
  - ii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor pertaining to the respective WO(s). All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work requested under the respective WO(s) has been satisfactorily completed and has been accepted by the Commission. The Contractor shall issue invoices to the Commission on a

WO-basis, at intervals of at least 3 months. WO completed within a shorter time span shall be grouped together for the purposes of invoicing.

- (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 stamped 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 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 including all Attachment/s 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);



(v) WO, as applicable.

## **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](mailto:procurement@ctbto.org)*

For invoices and related enquiries:

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

- (b) The Contractor:

.....

## **22 EFFECTIVENESS**

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

For and on behalf of **[REGISTERED NAME OF THE 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, 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. 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, 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 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 m<sup>3</sup>, D Kg.) and shall be marked as follows:

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

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

- (f) Markings shall be done with weatherproof materials. All non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be



attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.

- (h) Prior to delivery, a fax (or a letter by courier service) shall be sent to the consignee, if any, advising of the following:
- ◆ purchase order/Contract number;
  - ◆ waybill number or equivalent reference number of the shipment (if any);
  - ◆ number of boxes/cartons/crates/etc.;
  - ◆ estimated time of departure (ETD);
  - ◆ point of departure and name of freight carrier;
  - ◆ estimated time of arrival (ETA) to final destination.
- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
- ◆ airway bill;
  - ◆ proforma or commercial invoice;
  - ◆ packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

### **31. DELIVERY AND TRANSPORTATION**

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

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

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

### **33. EXPORT LICENCES**

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

### **34. SPARE PARTS**

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

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

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

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

1 April 2016

## **ANNEX B**

### **Terms of Reference**

#### ***Software Development and Maintenance of NET-VISA***

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# 1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as “the Commission” or “the CTBTO”) operates the International Monitoring System (IMS), a global network of seismic, hydroacoustic, infrasound, and radionuclide stations that send time-series (waveforms) and energy spectra data to the International Data Centre (IDC) in Vienna, Austria. The data are automatically processed at the IDC shortly thereafter in real-time, and a series of automatic bulletins are generated. The final automatic bulletin is reviewed by human analysts, and the result of their work is published in the Reviewed Event Bulletin (REB) for the waveform data, and the Reviewed Radionuclide Report (RRR). All of these bulletins, as well as the raw data from stations, are available to the State Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT).

These Terms of Reference (ToR) form the technical framework for the supply of software engineering services by the Contractor, in support of upgrading and maintaining NET-VISA, the novel automatic association software that produces automatic bulletins:

These Terms of Reference (ToR) form the technical framework for the supply of software engineering services by the Contractor, which are to be utilized by the Commission to develop and further maintain the NET-VISA tool suite.

After an initial research and development effort in 2012, and a period where NET-VISA became operational to fit the needs of the Commission, the following was accomplished during the period 2017-2019:

- An upgrade to the locator library *libloc* now allows its use in a multi-threaded environment and in particular NET-VISA.
- NET-VISA’s capabilities now include processing data coming from infrasound stations jointly with seismic and hydro-acoustic stations.
- NET-VISA is now capable of using current noise estimate priors to improve on its inference capabilities during period of high noise level background.
- A modification to the birth algorithm improved the formation of regional events.
- Additional documentation describes the software in more detail.
- NET-VISA is now used operationally to complement the legacy associator software GA and its results are presented to the analysts for review.

## 1.1 Overview of technologies used

NET-VISA integrates seamlessly with the upstream and downstream components of the IDC software through the Oracle database for data Input and Output and the IDC queuing and messaging system RabbitMQ for triggering processing in synchronization with the other IDC modules.

NET-VISA is written in the Python scripting language and C programming language and calls functions from the IDC C language libraries. The two main components of NET-VISA for the purpose of pipeline processing are the `idcnetvisa_learn` and `idcnetvisa_infer` scripts.

## 2 SCOPE OF WORK

This section breaks down the scope of Work into separate tasks.

The main objectives of this work are to:

- Seek improvements in the location accuracy of the automatic events. In particular address the issues related to the location-defining characteristics of seismic phases, the potential use of depth phases, and the exploitation of relative time and time differences between phases at the same station.
- Extend NET-VISA's capability to extend the infrasound model to account for atmospheric propagation specifications.
- Seek improvements in NET-VISA inference by using additional parameters
- Seek improvements in confidence of event identification using the waveform data by seeking lower signal-to-noise detections at stations with no automatic detection, particularly for hydroacoustic stations.
- Modify the NET-VISA software to address issues discovered during testing in the IDC environment in 2017-2019 and provide maintenance and documentation for the NET-VISA system as it enters a phase where it is used in operations and potentially becomes the main associator.

### Task 1. Seek improvements in location accuracy

Several subtasks are envisioned and will be formulated during the course of the contract:

- Seek improvement in depth estimation by learning depth-specific features from the analyst-reviewed bulletin.
- Seek improvements in location accuracy of regional phases from learning from time differences between phases at the same station.

### Task 2. Extend the infrasound capabilities of NET-VISA

The inclusion of infrasound capabilities in NET-VISA already provided improved performances of the IDC infrasound bulletin compared to the historical automatic association software. However the performances are not on par with other waveform technologies and the infrasound model needs further refinement by:

- Seeking continuous improvements with refinement of the criteria used for associations;
- Using results from the re-designed IDC array detector DTK-PMCC that provides additional attributes to be considered for association and more robust station detection performances;
- Enhancing criteria for cross-technology association.

The objective is to enhance the performance of the automatic association software to further reduce false events and analyst workload.

### **Task 3. Use of additional information to improve NET-VISA inference**

Since NET-VISA is now used operationally, it will become feasible to assess what its shortcomings are, particularly in terms of false alarms. The Contractor shall assess whether additional features extracted from the LEB bulletin will help in reducing the false positive rate.

### **Task 4. NET-VISA's feedback to non-detecting stations**

NET-VISA forms events from automatic detections where the signal-to-noise ratio is higher than a prescribed threshold. It may be possible to add to the detection list of a given event by searching lower into the noise level given that we have the context of a probable event. This is particularly true for hydroacoustic stations.

The Contractor shall evaluate how much could be gained from such methods and propose enhancements to the system along these lines.

### **Task 5. Maintenance and documentation**

NET-VISA is now very close to become operational and we foresee that there will be a need for increased maintenance tasks as well as documentation. In particular, the visualization tool shall be enhanced to reflect the recent advances in the probabilistic model.

## **3 METHODOLOGY, STANDARDS, AND TECHNOLOGY**

The Contractor shall deliver software through incremental releases according to the Agile software development methodology (SCRUM). In particular, the Contractor shall follow the “Release Early, Release Often” (RERO) software development philosophy which emphasizes the importance of early and frequent releases in creating a tight feedback loop between developers, testers and users. Each new delivery shall include a description of what changes were made relative to the previous release, along with a list of files that were modified by each change.

The Contractor shall continue to use programming languages and technologies outlined in section 1.1 and defined by the CTBTO project manager and technical lead.

The software delivered under this contract shall follow the IDC Coding Standards (which includes recommended coding style, the required implementation of unit tests, and use of open standards and open-source libraries where possible) and shall compile and run under the Linux operating system family (RHEL/CentOS 6.x + 7.x, or compatible).

The software that the Contractor shall be working on under this Contract is being maintained in the Git/Github version control system and all software releases shall be delivered via this version control system.

The Commission has a change management process in place that covers reporting and tracking software problems, as well as releasing new software progressively from a test to an operational environment. An Integrated Ticketing System based on the JIRA software is used to support this change management process. The Contractor personnel shall familiarize themselves with this process and follow it when releasing software upgrades. The Contractor shall update the respective documentation to reflect changes caused by any upgrade to the

software. All documentation shall adhere to the IDC Documentation Standards. Both standards mentioned above will be made available to the Contractor upon request after signature of the Contract.

## **4 ORGANIZATION OF WORK**

The Commission will initiate the Work covering the scope described in section 2 in the form of Work Orders. These Work Orders will be the basis for initiating Work, the exact scope of Work, the deliverables, acceptance, invoicing and payment of any Services performed by the Contractor.

### **4.1 Initiating Work**

- (a) Since the IDC follows the SCRUM software development methodology, Work Orders generally follow SCRUM sprints and cover software development services to be performed within the span of approximately 4 weeks. A Work Order (WO) is therefore issued during a sprint planning meeting and the work items to be addressed in that WO (sprint) are recorded in the Commission's JIRA-based tracking system. Initiation of the sprint constitutes the issuance of the Work Order. In case a WO is issued outside the framework provided by the SCRUM methodology, the Commission will provide the description of the work to be performed in writing to the Contractor and the Contractor shall respond with an estimate of the number of person-days required to complete the work and with a delivery date. After acceptance of the estimate and delivery date, the Commission will issue the WO to the Contractor.
- (b) Prior to issuing a WO, the Commission and the Contractor shall also agree on the place of work (on-site/off-site or a combination thereof).
- (c) Each WO shall be based on one (1) or more of the tasks described in section 2 above
- (d) The Contractor shall perform Work only after receipt of the WO.

### **4.2 Completion and Acceptance**

- (a) At the end of a particular Work under the WO, the Contractor shall submit to the Commission the deliverables within the period of performance stated in the respective WO. The deliverables may include:
  - Updated Software Design Documents;
  - Updated Software User Guide;
  - Description of how to use the programming interfaces developed under this Contract;
  - Updated source code for software and common libraries, including documentation.
- (b) Typically, in accordance with the SCRUM methodology, the Contractor will present the Work performed during the sprint, including demonstrations of the newly developed software, during the Sprint Review meeting.

### **4.3 Invoicing and Payment**

The deliverables, after being evaluated and accepted as satisfactory by the Commission, will form the basis for invoicing and payment of a particular Work performed under a WO.

## **5 TERM OF CONTRACT AND OPTIONAL EXTENSION**

The Commission shall have the right, but not the obligation, to call-off Work in the form of WO during the Call-off Period. The volume of work under the Call-off Period will be limited to 350 person-days. This is an upper limit, and the Commission reserves the right, at its sole discretion, to call-off fewer person-days or no man-days at all.

The Call-off period starts on the days of the signature of the Contract and ends 12 months thereafter.

The Commission shall have the option to extend the Call-off Period three times under the same terms and conditions as specified in this Contract.

## **6 LOCATION OF PERFORMANCE**

Contractor staff is expected to work at their place of business. They may be required to travel to the Headquarters of the Commission in Vienna up to 4 times per call-off period to attend project co-ordination meetings.

## **7 REQUIREMENTS FOR THE CONTRACTOR'S KEY PERSONNEL**

The Contractor's staff working on the project shall collectively possess the following qualifications.

1. Advanced university degree in computer science or natural sciences with a strong emphasis on machine learning methods and big data methods.
2. At least 5 years of experience within the last 10 years developing scientific software in UNIX/Linux environments.
3. At least 5 years of recent professional experience within the last 10 years using the Python and C programming languages.
4. At least 5 years of experience during the last 10 years developing data access layers in Python that interface with the PostgreSQL and/or Oracle databases.
5. At least 5 years of professional experience developing learning and inference algorithms for Bayesian networks and including them into operational software.
6. Ability to communicate fluently in English, with a history of providing documents and services in the English language.
7. Professional experience in software development for complex operational technical/scientific analysis applications.

## **8 QUALITY OF THE PROPOSAL**

The Contractor is expected to submit a proposal that addresses the content of the ToR in a comprehensive and detailed way. In the proposal, the Contractor shall explicitly tabulate how her/his proposed personnel meet the requirements laid out in section 7 above.

Instructions for the preparation and submission of proposals are outlined in Attachment C, enclosed to the Request for Proposals document.



The Contractor shall show good understanding of the requirements as well as the responsibilities and duties expected from them.

The Contractor shall propose a suitable way to approach Work and complete deliverables.

## **9 CONTRACTOR'S EXPERIENCE, RESOURCES AND PROJECT MANAGEMENT**

The Contractor shall provide a list of designing and implementing projects in relevant technical field(s). Work experience with large governmental/international organizations and/or multinational corporations is an advantage.

The Contractor shall have experience managing software of a similar scope and complexity. A list of project proving such experience shall be provided.

The Contractor shall propose suitable resources (staff, equipment, software/hardware) to carry out the tasks outlined in paragraph 2 above. The Contractor shall provide any required software or hardware at no cost to the Commission.

The Contractor shall propose suitable project management and quality assurance methodologies.

## **10 RESOURCES PROVIDED BY THE COMMISSION**

For designated Contractor Personnel, and to the extent necessary for the Contractor to fulfil the requirements of these Terms of Reference when carrying out Work approved by the Commission on site, the Commission will provide:

- (a) Infrastructure, including office space and standard office supplies, hardware and software.
- (b) Access to e-mail, telephone and facsimile.
- (c) Physical access to selected areas of the Vienna International Centre; however, strict conditions and limitations on access and use of any accessed code or documentation described above will apply as contained in the Contract. Access will be granted only upon request and approval by the relevant internal bodies.
- (d) The Commission will make the relevant documentation available to the Contractor.
- (e) The Commission will make qualified staff available to provide, assist and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.

When not working on-site, the Commission will provide the Contractor staff with remote access facilities to the relevant CTBTO systems.

All other resources, be it for onsite or offsite Work, are to be provided by the Contractor.

## 11 ATTACHMENTS

For preparation of the proposal, the documents below may be requested to CTBTO via Email at [procurement@ctbto.org](mailto:procurement@ctbto.org)

**Appendix A** – NET-VISA documentation and source code

**Appendix B** – IDC Coding Standards