

## REQUEST FOR PROPOSAL

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**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2024-0052/BUKVIC

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

**E-mail:** procurement@ctbto.org

**Attn:**

Phone:

**Date:**

19 Mar 24

Fax:

Email:

**Subject:** Deployment of SAP Ariba (Implementation services) as per the attached Terms of Reference

**Deadline for Submission:** 10 Apr 24

**Vienna Local Time:** 17:00

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

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

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

Yours Sincerely,

*SAS*

Sally Alvarez de Schreiner  
Chief Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<p><b>Solicitation No:</b> 2024-0052 <b>Title:</b> Deployment of SAP Ariba (Implementation services) as per the attached Terms of Reference</p>	<p><b>Closing Date:</b> 10 Apr 24 <b>Vienna Local Time:</b> 17:00</p>
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**Procurement Staff:** Selma Bukvic

**CTBTO Req. No.:** 0010024068

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>	
<p>By: _____ (date)</p>	<p>Company Name: _____ Contact Name: _____ Email/Tel: _____</p>

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

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

## **INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS**

### **1. General**

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

This Request for Proposal (RFP) is for the provision of services and supply and delivery of equipment as described in the Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

### **2. Documents included in this RFP**

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals and Bidder's Statement Form with Attachments 1 and 2:
  - Attachment 1: Evaluation Criteria and Method
  - Attachment 2: Procedure for submission of electronic offers in 2 sealed files
  - Attachment 3: Price Response Form
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (e) The Commission's Model Contract and its Annexes A – B;
  - o The Commission's General Conditions of Contract (Annex A), incorporate herein by reference, found at [www.ctbto.org](http://www.ctbto.org) under [CTBTO General Conditions of Contract](#)
  - o Terms of Reference (Annex B)

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

### **3. Amendment of RFP Documents**

At any time prior to the closing date for submission of 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

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

**The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES”.**

**Proposals sent by regular e-mail unless clearly submitted as electronically sealed bids as indicated above and following the instructions outlined in Attachment 4 will not be considered and may lead to the rejection of the bidder from the procurement process.**

The Proposal shall be received not later than the closing date and time indicated in the Letter of Invitation.

## 6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this RFP as soon as possible after receipt of the solicitation documents, but in any case no later than 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 be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: RFP No. 2024/0052 - Request for Clarifications

The Commission will make all reasonable efforts to issue the clarifications not later than 8 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 or this RFP after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

## 7. Eligible Goods and Services

The services and goods (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is available at our website [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

## 8. Type of Contract and Payment

The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

**9. Preparation of the Proposal**

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

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**

providing, but not limited to, the following information:

**PART I: TECHNICAL PROPOSAL**

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

**Point of Contact/Project Manager**

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

**Eligibility and Qualifications**

Documentary evidence that the Bidder meets the eligibility criteria and of the bidder's qualifications to provide the Services as per the requirements of the Terms of Reference and Attachment 1 (Evaluation Criteria and Method), which shall establish to the Commission's satisfaction that the bidder has financial and technical capability necessary to perform the Contract and other necessary ongoing services as required.

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

The attached Bidder's Statement, Statement of Confirmation and Vendor Profile Form (including the audited Financial Statement for the last 3 years) shall be duly signed and submitted together with the Proposal.

**Description of Services**

An explanation of the bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing a section-by-section response to the Terms of Reference. The Proposal should therefore be structured according to the Scope of Work areas.

The Proposal shall demonstrate that the Bidder has good understanding of the requirements as well as the responsibilities and duties expected from them.

The total amount of person-days proposed for the project as part of the "turn-key solution" for each phase/milestone, whether on-site and/or off-site and their respective estimated allocation to different work-phases shall be specified clearly in the Proposal. In any case it shall be sole responsibility of the Contractor to fulfil and complete the scope of work as specified in these Terms of Reference regardless of the actual number of man-days dedicated to a specific task.

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

**Commission's Inputs**

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

**Time Schedule**

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

**Personnel**

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

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

**Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Proposals and/or as key personnel:**

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.

**References**

Potential bidders shall include a minimum of 3 client references with their offer. If after reasonable efforts, the Commission is unable to contact the client references provided by the bidder, the Commission may take the decision not to further consider the offer provided by the bidder.

**Delivery Schedule**

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

**PART II: FINANCIAL PROPOSAL**

In the Financial Proposal which shall be submitted as per Attachment 3, you are required to define the following:

- (i) The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.
- (ii) A breakdown of the Contract Price for each phase/milestone, indicating the price for the following items:

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*Instructions for preparation and submission of Proposals – Request for Services*

- (1) The sub-total cost of each category mentioned in the Terms of Reference (TOR).
  - (2) Sub-contractors (if any)
  - (3) Any other costs
- (iii) In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price.

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

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

(3) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

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

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

## **11. Validity of the Proposal**

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

**12. Correction of Errors**

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

**13. Evaluation of the Proposal**

- (a) The evaluation will be conducted based on the evaluation criteria and method provided for in Attachment 1 (Technical Evaluation Criteria).
- (b) The Commission, based on the evaluation method given above, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’.

**14. Negotiations of the Proposal and Award**

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

**15. Modification and Withdrawal of Proposal**

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

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

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

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

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

**18. Proprietary Information**

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



**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 Model Contract and General Conditions of Contract and agreed to all terms and conditions.**

**Yes**                          **No**   

**Remarks:**

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

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

**Remarks:**

**Name:**

**Name & Title of Contact Person:**

**Signature & date:**

**Attachment 1**  
**Evaluation Criteria and Method**

**PROVISION OF SAP ARIBA IMPLEMENTATION PROJECT**

No.	Ref No. in TOR	1.ELIGIBILITY REQUIREMENTS (PASS/FAIL)	PASS/FAIL
1	6	The services to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (the Proposal includes information and a statement about the place from where the services are supplied)	PASS/FAIL
2	6	The Contractor has the financial capacity to perform the Contract (last 3 audited financial statements are included in the Proposal)	PASS/FAIL
<b>Only bidders who pass all of the above eligibility criteria will be considered further in the evaluation</b>			
No.	Ref No. in TOR	2.QUALIFICATION REQUIREMENTS (PASS/FAIL)	PASS/FAIL
<b>Requirements for the Contractor (PASS /FAIL)</b>			
1	6	The services to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty	PASS/FAIL
2	6	Minimum three similar implementations) providing SAP Ariba services of similar scope and complexity.	PASS/FAIL
3	6	A minimum of five (5) years of experience in implementation experience of SAP Ariba modules with special emphasis on Strategic Sourcing, Supplier Risk Management, Guided Buying, and Business network Commerce automation	PASS/FAIL
4	6	The Contractor provided a minimum of three (3) previous relevant Ariba implementation projects with signed contracts	PASS/FAIL
5	6	The Contractor provided at least of five (5) key personnels with detailed resumes.	PASS/FAIL
6	6	The Contractor nominated a suitably qualified project manager with relevant SAP implementation experience and project management certification.	PASS/FAIL
<b>Skills and experience of (key) Personnel</b>			
7	7	University degree in information systems, business administration, computer science or related fields	PASS/FAIL
8	7	At least 5 years of relevant professional experience in SAP (preferably with SAP certification).	PASS/FAIL
9	7	Project Manger- -ITIL Service Management certification, especially for Change Management	PASS/FAIL

**Only bidders who pass all above qualification criteria will be considered for the point system evaluation**

No.	Ref No. in TOR	3. TECHNICAL REQUIREMENTS - EVALUATION CRITERIA AND METHOD	Points		
			Max Points	Factor	Weighted score
<b>Contractor's Experience, Resources and Proposal Structure</b>					
10	2	Extent to which all aspects of the ToR have been addressed in sufficient detail.	10	1.5	15
11	6	Proven record of providing SAP Ariba services of a similar scope and complexity.	10	1	10
12	7	Qualifications of key personnel to perform the work	10	1	10
<b>Subtotal</b>			<b>30</b>		<b>35</b>
<b>Preliminary Phase: Assessment and Detailed Blueprint Design</b>					
11	2.1	Understanding and proposal for conducting the "As-Is" and "To-Be" process review and re-design	10	1.5	15
12	2.1	Submitted assessment/blueprinting work plan	10	1.5	15
<b>Subtotal</b>			<b>20</b>		<b>30</b>
<b>Phase 1: SAP Ariba Implementation</b>					
13	2.2	Proposed implementation and project management methodology and approaches	10	1	10
14	2.2	Relevant functional and technical SAP Ariba scope coverage by key personnel	10	1.5	15
15	2.2	Milestone delivery proposal and project key performance indicators	10	1.5	15
<b>Subtotal</b>			<b>30</b>		<b>40</b>
<b>Phase 2: SAP Strategic Sourcing Suite Migration</b>					
16	2.3	Implementation data, integration, and migration proposal	10	1.5	15
17	2.3	Functional and technical documentation proposal	10	1.5	15
18	2.3	Project collaboration and communication plan	10	1	10
19	2.3	System testing, training, and cutover proposal	10	1	10
<b>Subtotal</b>			<b>40</b>		<b>50</b>
<b>Phase 3: SAP Guided Buying and Business Network Commerce Automation</b>					
20	2.4	Previous Guided and Spot buying deployment experience	10	1	10
21	2.4	Extent of Hypercare and Go-Live support coverage	10	1.5	15
22	2.4	Stated approach to leveraging deployment accelerators	10	1	10
<b>Subtotal</b>			<b>30</b>		<b>35</b>
<b>TOTAL - Technical Evaluation</b>			<b>150</b>		<b>190</b>

The minimum acceptable Total Points is 80

**EVALUATION METHOD:**

**1. Technical Evaluation**

The technical evaluation process will be done in two stages:

1) **Stage 1:** Technical proposals will first be evaluated against the mandatory criteria outlined in sections 1 and 2 above, on a PASS/FAIL basis.

Compliance with all mandatory criteria is required in order to pass and be further considered for stage 2 of the evaluation process.

2) **Stage 2:** The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain points of at least 80 and in accordance with the scoring table indicated below:

Points	Explanation - to be considered when assigning the points
0-2	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
3 - 4	Weak - Does <b>not</b> meet the minimum technical, functional, or performance related criterion.
5- 6	Good - Meets the criterion to minimum acceptable levels in all areas
7 - 9	Very good - Exceeds the criterion in some areas.
10	Excellent - Exceeds the criterion in all areas.

**2. Financial and commercial evaluation**

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

**3. Selection**

The weight of the technical and financial components is **60% and 40%** respectively.

The Contract will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, subject to commercial acceptability and contractual compliance.

RFP 2024-0052 - Attachment 3 - Price Schedule Format

TOR Ref	Description	Unit	QTY	Price in EUR or USD ___ kindly specify
2.1	Preliminary Phase: Assessment and Detailed Blueprint Design (lump sum - breakdown to be included on separate page)	LOT	1	
2.2	Phase 1: SAP Ariba Implementation (lump sum - breakdown to be included on separate page)	LOT	1	
2.3	Phase 2: SAP Strategic Sourcing Suite (Phase one) Migration to SAP S/4HANA (lump sum - breakdown to be included on separate page)	LOT	1	
2.4	Phase 3: SAP Guided Buying and Business Network Commerce Automation (lump sum - breakdown to be included on separate page)	LOT	1	
<b>Subtotal</b>				
3	Consultancy Services - Optional 3 years ( max 100 days)	Day	1	
<b>Overall Total</b>				

Bidders shall provide a detailed breakdown cost for the each phase.

## STATEMENT OF CONFIRMATION

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

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

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

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

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

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

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

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

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

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

# MODEL CONTRACT

(SAP No.            )

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

THE NAME OF THE CONTRACTOR

for

the provision of services pertaining to

SAP ARIBA IMPLEMENTATION

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

[March 2024]

## TABLE OF CONTENTS

**[TO BE UPDATED ONCE SPECIFIC CONTRACT IS PREPARED]**

<b>1</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>2</b>	<b>AIM OF THE CONTRACT.....</b>	<b>2</b>
<b>3</b>	<b>ENTRY INTO FORCE AND DURATION OF THE CONTRACT.....</b>	<b>2</b>
<b>4</b>	<b>COMMENCEMENT AND COMPLETION OF THE WORK .....</b>	<b>2</b>
<b>5</b>	<b>STANDARD OF WORK.....</b>	<b>2</b>
<b>6</b>	<b>RESPONSIBILITIES OF THE CONTRACTOR.....</b>	<b>2</b>
<b>7</b>	<b>OPTIONAL WORK .....</b>	<b>3</b>
<b>8</b>	<b>WARRANTY.....</b>	<b>3</b>
<b>9</b>	<b>PERMITS, NOTICES, LAWS AND ORDINANCES.....</b>	<b>3</b>
<b>10</b>	<b>PROTECTION OF PERSONS AND PROPERTY.....</b>	<b>4</b>
<b>11</b>	<b>RESPONSIBILITIES OF THE COMMISSION .....</b>	<b>4</b>
<b>12</b>	<b>CONTRACT PRICE .....</b>	<b>5</b>
<b>13</b>	<b>PAYMENT .....</b>	<b>5</b>
<b>14</b>	<b>TEMPORARY SUSPENSION OF WORK.....</b>	<b>5</b>
<b>15</b>	<b>DELAYS AND EXTENSION OF TIME .....</b>	<b>6</b>
<b>16</b>	<b>CONTRACTOR’S CLAIMS AND REMEDIES.....</b>	<b>6</b>
<b>17</b>	<b>ENTIRE AGREEMENT .....</b>	<b>6</b>
<b>18</b>	<b>DISCREPANCIES.....</b>	<b>6</b>
<b>19</b>	<b>SEVERABILITY .....</b>	<b>7</b>
<b>20</b>	<b>NO WAIVER.....</b>	<b>7</b>
<b>21</b>	<b>CONTRACT AMENDMENT.....</b>	<b>7</b>
<b>22</b>	<b>TRANSMISSION OF NOTICES AND OTHER DOCUMENTS.....</b>	<b>7</b>
<b>23</b>	<b>EFFECTIVENESS.....</b>	<b>8</b>
<b>24</b>	<b>SOFTWARE LICENCE.....</b>	<b>8</b>
	<b>LIST OF ANNEXES.....</b>	<b>10</b>

# MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

## 1 DEFINITIONS

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

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

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

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

“**Contract**” means this document, its Annexes and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 21 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.

“**Goods**” means the equipment to be supplied and delivered by the Contractor under the Contract as requested by the Commission under the FRD.

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

“**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.



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

“**FRD**” mean formal request for delivery issued by the Commission which specify the (parts or portions of) optional Work referred to in Section 3 of Annex B 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 services namely, SAP Ariba Implementation Services (hereinafter referred to as the “Services” or “Work”) to the Commission.

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

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.

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

(a) The Contractor shall commence and complete the Work in accordance with the timelines for each of the phases set forth in Annex B.

(b) The Commission shall have the right, but not obligation, to call-off the optional Works referred to in Section 3 of Annex B (“Consultancy and Support Services”) in the form of FRD within a period of 3 years from the Effective Date or the performance of a maximum of 100 (one hundred) person-days by the Contractor, whichever occurs first (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of the Works (hereinafter referred to as “**Commencement Date**” and “**Completion Date**”, respectively) will be set out in the respective FRD.

## **5 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.

## **6 RESPONSIBILITIES OF THE CONTRACTOR**

(a) The Contractor shall provide the Work described in Annex B.

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

## **7 OPTIONAL WORK**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of the optional Work through the issuance of individual FRDs in accordance with section 3 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 an FRD. However, the Contractor may propose a FRD for the Commission's evaluation.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any Work performed by the Contractor.
- (c) The performance of the Work shall be made in full in accordance with the respective FRD. Partial service performance of a FRD 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 FRD.
- (e) The Commission may revise a FRD as and when it may deem necessary.

## **8 WARRANTY**

- (a) The provisions of Clause 28 of Annex A shall apply to the Work 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.

## **9 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.

## **10 PROTECTION OF PERSONS AND PROPERTY**

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
  - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
  - (ii) all the Work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and
  - (iii) other property on the Commission's premises or adjacent thereto.
- (c) The Contractor shall give all notices and comply with all applicable laws and Rules bearing on the safety of persons and property and/or their protection from damage, injury and loss.
- (d) The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- (e) When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- (f) The Contractor shall be responsible for the prevention of accidents on the Commission's premises during the execution of the Work.
- (g) In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- (h) The Contractor shall promptly remedy all damage and loss to any property, referred to in Sub-Clause (b) above, caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sub-Clause (b) above, except damage and loss attributable to the acts or omissions of the Commission or anyone directly or indirectly employed by it, or of anyone for whose acts the Commission may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to its obligations under Clause 9 of Annex A.

## **11 RESPONSIBILITIES OF THE COMMISSION**

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

## 12 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) The amount of \_\_\_\_\_ for the firm Services within the meaning of Section 2 Scope of Work of Annex B, broken-down as follows:

[include breakdown for each phase]

(ii) For each FRD issued during the Call-off Period specified in Clause 4(ii) above, the firm fixed daily rate pursuant to Annex C.

(hereinafter referred to as the “Contract Price”).

## 13 PAYMENT

The Contract Price shall be paid upon satisfactory completion of each deliverable for the milestones for the Work referred to in Section 2 of Annex B and, if applicable, satisfactory completion of each FRD and submission of the following:

- i) Invoice drawn up in accordance with this Clause 13;
  - ii) Any other documentation that might be required under the applicable FRD.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per Sub-Clause (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission’s email address specified in Clause 22 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.

## 14 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.

## **15 DELAYS AND EXTENSION OF TIME**

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 15(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.

## **16 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.

## **17 ENTIRE AGREEMENT**

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

## **18 DISCREPANCIES**

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

- (i) This document;
- (ii) The Commission's General Conditions of Contract (Annex A);
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (Annex C);
- (v) The relevant FRD.

## 19 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.

## 20 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.

## 21 CONTRACT AMENDMENT

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

## 22 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

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

For invoices:

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

For invoices and payment related enquiries:

[Payments@ctbto.org](mailto:Payments@ctbto.org)

(b) The Contractor:

For Contractual Issues and Invoices and Related Enquiries:

*Name:* .....  
*Title* .....  
*Address* .....  
*Tel:* .....  
*Email:* .....

**23 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;
  - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 23(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.

**24 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:**

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**Name, Position**

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

Place: Vienna, Austria

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

---

**Name, Position**

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

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



**LIST OF ANNEXES**

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

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

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

## General Conditions of Contract

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### 1. DEFINITIONS

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

### 2. LEGAL STATUS

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

### 3. ASSIGNMENT

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

### 4. SUBCONTRACTING

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

### 5. SOURCE OF INSTRUCTIONS

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

### 6. CONTRACTOR’S RESPONSIBILITY FOR EMPLOYEES

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

### 7. ASSIGNMENT OF PERSONNEL

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

## 8. CONFLICT OF INTEREST

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

## 9. INSURANCES

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

## 10. ENCUMBRANCES/LIENS

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

## 11. OBSERVANCE OF THE LAW

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

performance of its obligations under the terms of the Contract.

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

## 12. CONFIDENTIALITY

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

## 13. LANGUAGES, WEIGHTS AND MEASURES

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

## 14. PUBLICITY

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

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

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

**15. OFFICIALS NOT TO BENEFIT/CONTINGENT FEES**

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

**16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

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

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

**17. DEFAULT BY THE CONTRACTOR**

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

**18. WITHHOLDING OF PAYMENT**

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

## 19. LIQUIDATED DAMAGES

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

## 20. FORCE MAJEURE

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

## 21. INSOLVENCY AND BANKRUPTCY

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

forthwith by giving the Contractor written notice of such termination.

## 22. INDEMNIFICATION

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

## 23. AMICABLE SETTLEMENT

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

## 24. ARBITRATION

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

## 25. PRIVILEGES AND IMMUNITIES

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

**25(a). TAX EXEMPTION**

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

**26. TERMINATION**

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

**27. GOODS**

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

**28. WARRANTY**

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

**29. INSPECTIONS AND TESTS**

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

**30. PACKING**

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

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than 30 kilograms.
- (c) The consignment shall be marked and shipped as per address shown on the Purchase Order Form.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume, and weight (i.e. Case No. X of Y cases, A x B x C cm, E m<sup>3</sup>, D Kg.) and shall be marked as follows:

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

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

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

### 31. DELIVERY AND TRANSPORTATION

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

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

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

### 33. EXPORT LICENCES

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

### 34. SPARE PARTS

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

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

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

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

### 36. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (c) to take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) certify that they have not and will not engage in harassment or sexual harassment, proscribed practices or any further practice described in Clauses 37, 38, 39, 40

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

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

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

### 37. PREVENTION OF HARRASSMENT AND SEXUAL HARRASSMENT

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

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

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

### 38. PROSCRIBED PRACTICES

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

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

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

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

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

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

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

### 39. CHILD LABOUR

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



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

#### 40. MINES

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

#### 41. TERRORISM

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

#### 42. FULL DISCLOSURE

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

#### 43. DATA PROTECTION

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

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

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

#### 44. ESSENTIAL TERMS

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

**TERMS OF REFERENCE**  
**SAP Ariba Implementation**

# 1. TABLE OF CONTENTS

1. INTRODUCTION .....	3
1.1 Key Project Objectives .....	3
1.2 Functional Specification.....	3
2. SCOPE OF WORK.....	4
<b>2.1 Preliminary Phase: Assessment and Detailed Blueprint Design</b> .....	4
<b>2.1.1 Milestone 1</b> .....	4
<b>2.2 Phase 1: SAP Ariba Implementation</b> .....	5
<b>2.2.1 Milestone 2</b> .....	5
<b>2.3 Phase 2: SAP Strategic Sourcing Suite Migration to SAP S/4HANA</b> .....	5
<b>2.3.1. Milestone 3</b> .....	6
<b>2.4 Phase 3: SAP Guided Buying and Business Network Commerce Automation</b> .....	6
<b>2.4.1 Milestone 4</b> .....	6
3. CONSULTANCY AND SUPPORT SERVICES (optional) .....	7
4. INFORMATION CONFIDENTIALITY AND RIGHTS .....	7
5. LOCATION OF PERFORMANCE .....	7
Any other on-site work may be approved as per the Contractor's Proposal for travel to the Headquarters of the Commission in Vienna, Austria, as applicable. There may be up to two (2) trips planned. ....	7
6. CONTRACTOR'S ELIGIBILITY, QUALIFICATION AND EXPERIENCE .....	7
7. REQUIREMENTS OF KEY PERSONNEL .....	8
8. RESOURCES TO BE PROVIDED BY THE COMMISSION .....	8
9. QUALITY ASSURANCE AND BUSINESS CONTINUITY .....	8
10 RISK MANAGEMENT .....	8

## Annex B

### 1. INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission” or “CTBTO”) is an international organization located in Vienna, Austria. Its main task is to establish a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty (CTBT), which bans all nuclear explosions. The verification regime includes a global network of over than 337 monitoring facilities, using four different technologies (seismic, hydro-acoustic, infrasound and radionuclide), a communications infrastructure, an international data center, and the capability to carry out on-site inspections. Additional information on the CTBTO may be found at <https://www.ctbto.org/>.

The Commission intends to establish a Contract for “SAP Ariba Implementation” (hereinafter referred to as the “Work” and/or “Service”). The Contractor shall work with the Commission and shall provide Services in accordance with these Terms of Reference (ToR).

These ToR define the technical framework of all related activities to be performed during the delivery of Services and contains all technical requirements for the activities which shall be carried out by the Contractor.

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

#### 1.1 Key Project Objectives

On project completion, the following key project objectives are expected to have been achieved for the enumerated stakeholders:

	Stakeholder	Objectives
1	CTBTO Employees	Accessible and relevant data for decision making
		Automated administrative tasks and robust Procure-to-Pay processes
		One unified procurement access portal for all strategic sourcing
2	Procurement Users	Enhanced user experience and fast access to markets
		Less time spent and knowledge – needed for procurement processes
		Easier, automated, and online Sourcing process leading to stronger procurement contribution
		Bandwidth generation for procurement team to concentrate on more strategic procurement
3	Vendors	One unified access portal for all interactions with CTBTO
		Supplier owned data enhance more data integrity
		Automated PO/Invoice related tasks

#### 1.2 Functional Specification

The Commission expects the new end-to-end procurement platform to complement the existing CTBTO core SAP systems and future SAP landscape. The functional scope shall include:

## Annex B

- Sourcing Events Management (all types RFx, multi-round events, online bidding)
- Supplier management (supplier lifecycle, assessment, onboarding, documents exchange)
- Contract Management (templates, contract assembly, workflow)
- Catalogues Management (supplier and buyer catalogues upload, online shop, connection to external B2B marketplaces, ordering)
- Supplier Risk Management (Financial, Operational, Regulatory, and Legal Risks, etc.)

## 2. SCOPE OF WORK

The Commission seeks to digitize its Source to Contract (S2C) and Procure to Pay(P2P) processes using a phased implementation methodology. CTBTO wants to embark on a transformation exercise through the implementation of SAP Ariba procurement applications in addition to its exiting SAP ERP systems landscape, which, as of today, consist of an ECC, SF, and SRM systems as well as a Portal for Travel and Shopping Cart access. The core functionalities of the systems cover Finance (e.g., Accounting, Treasury, Funds and Grant Management, Project Systems), Supply Chain (e.g., Shopping Carts, Requisitions, Purchase Orders, Goods Receipt and Goods Movement), Human Resources (e.g., Organizational Management, Personnel Administration, Payroll), and Travel functionalities. The following sections describe the scope of work for the implementation of SAP Ariba.

The Contractor shall be fully responsible for the following key tasks in each phase:

### 2.1 Preliminary Phase: Assessment and Detailed Blueprint Design

- a. Conduct a detailed assessment of current Sourcing, Contracts, Supplier Risk Management and Procure to Pay processes (“As Is” processes).
- b. Propose a “To-Be” process using knowledge from (a) above, standard SAP procurement systems, SAP Ariba as per functional specifications in Section 1.2 above and modules set forth in 2.2. below and industry best practices.
- c. Identify and define implementation and configuration steps, security and authorization requirements, system parameters, interfaces, training, testing, etc. to deliver the “To-be” processes in line with the proposed implementation plan.
- d. Propose a detailed implementation plan for approval by the Commission.
- e. Propose a maintenance and support plan.

As part of the preliminary assessment and implementation work, a workshop on-site at the premises of the Commission in Austria shall be held to discuss the technical concept and plan, as well as to allow the Commission’s technical staff to review the proposed plans. The Contractor shall update the documentation with any changes discussed and agreed during the workshop before starting the implementation. The initial submission for the Commission’s review and any other plans shall be presented at least one week before the workshop. This workshop shall take place no later than a month after the entry into force of the Contract.

#### 2.1.1 Milestone 1

Deliver an agreed “To-Be” business process supported by an approved implementation plan. The plan in addition to the aforementioned requirements, must also cover the under-listed topics:

- Gap Analysis
- Solution Definition and Landscape
- Access, Security, and Authorization Strategy
- Data Migration Approach and Strategy
- End User training Strategy

## Annex B

- Phased Closure and Sign-off Deliverables

### 2.2 Phase 1: SAP Ariba Implementation

The Contractor shall implement the following Ariba modules:

- f. SAP Ariba Supplier Lifecycle Performance
- g. SAP Ariba Supplier Risk
- h. SAP Ariba Sourcing
- i. SAP Ariba Contracts
- j. Supplier Enablement Services (Optional, to be quoted separately)
- k. Integration to existing SAP ECC systems

Phase one implementation is expected to commence after the approval of deliverable of Milestone 1 above, and shall be completed within three (3) months from that date.

The Contractor shall be responsible for the following additional requirements to enable system implementation delivery to the user community:

- Integration to Dunn and Bradstreet and UN Global Marketplace
- Integration with the Commission external Identity Provider (MS Azure AD) for single Sign On
- User training using the "Train-the-Trainer" Approach
- Approved system testing comprising of the following:
  - o Unit Testing
  - o Functional/Regression Testing
  - o Integration Testing
  - o Performance Testing
  - o Acceptance Testing
- Hypercare Go-LIVE support (6 months duration)

#### 2.2.1 Milestone 2

Deliver a completed Ariba Implementation as enumerated in section 2.2, with a phase one handover note comprising of the following completed deliverables:

1. Production cutover
2. System Go-Live
3. Cutover plan
4. End-User Training
5. Data Migration
6. Functional and Technical Documentation
7. Approved Testing Results
8. Training Manuals
9. Short how to training Videos (Optional)\*
10. Phased Closure and Sign-off Deliverables.

\* The Contractor shall provide short training video materials, each focused on specific functions.

### 2.3 Phase 2: SAP Strategic Sourcing Suite Migration to SAP S/4HANA

Upon request by the Commission, the Contractor shall:

- a. Collaborate with the Commission and or its current system implementation partner UNICC during its planned S/4HANA implementation and migration.
- b. Migrate Ariba phase one deliverables from SAP ECC to S/4HANA.
- c. Validate the new systems and their associated connections and integrations.
- d. Update relevant documentation and testing regimes.

Phase two implementation shall commence after the Contractor receives a notification by the Commission that the Work of this phase can commence and shall be completed within two (2) months from the Commission's

## Annex B

notification. This notification is expected to be issued by the Commission within one year after acceptance by the Commission of Phase 1.

### 2.3.1. Milestone 3

Deliver an updated Ariba Implementation with integration with SAP S/4HANA as enumerated in section 2.3 above, with a phase two handover note comprising of the following updated deliverables:

1. Production cutover
2. System Go-live.
3. Cutover plan
4. Data migration
5. Functional and Technical Documentation
6. Monthly highlight Report
7. Risk Assessment Report
8. Post Migration Validation Report
9. Approved Testing results
10. Training Manuals
11. Short how to be training Videos (optional, to be quoted separately)
12. Phased Closure and Sign-off Deliverables.

\* The Contractor shall offer short training video materials, each focused on specific functions.

## 2.4 Phase 3: SAP Guided Buying and Business Network Commerce Automation

The Contractor shall implement:

- SAP S/4HANA Guided Buying
- SAP S/4HANA Spot Buying
- SAP Business Network Commerce Automation
- Catalogue Content Enablement Services (Optional)

Phase 3 implementation shall commence after the Contractor receives commencement notice from the Commission and shall be completed within three (3) months from that date.

In addition, the Contractor shall be responsible for the following additional requirements to enable system implementation delivery to the user community:

- Integration to Ariba Implementation
- User training using the "Train-the-Trainer" Approach
- Approved system testing comprising of the following:
  - o Unit Testing
  - o Functional/Regression Testing
  - o Integration Testing
  - o Performance Testing
  - o Acceptance Testing
- Hypercare Go-LIVE support (6 months duration)
- Detailed documentation regarding system implementation

### 2.4.1 Milestone 4

Deliver an SAP Guided buying and Business Network Commerce as enumerated in section 2.4, with a phase three handover note comprising of the following updated deliverables:

1. Production cutover
2. System Go-Live
3. Cutover plan
4. Data migration

## Annex B

5. Functional and Technical Documentation
6. Post Migration Validation Report
7. Approved Testing results
8. Training Manuals & Documentation
9. Short how to training Videos (optional, to be quoted separately)
10. Phased Closure. Lessons learnt and Sign-off Deliverables.

\* The Contractor shall offer short training video materials, each focused on specific functions.

### 3. CONSULTANCY AND SUPPORT SERVICES (optional)

For a period of three (3) years after the entry into force of the Contract, the Commission shall have the right but not the obligation to call off a maximum of 100 Person-Days of consulting services for activities related to the scope of these ToR.

### 4. INFORMATION CONFIDENTIALITY AND RIGHTS

All data communication designated as "sensitive" shall be communicated through a Transport Layer Security /Secured Socket Layer (TLS/SSL) encrypted session using one of the CTBTO approved cipher algorithms.

Critical modifications, naming conventions and other associated technical matters are to be performed in line with the commissions guidelines and policies.

The Contractor shall be responsible for keeping information, processes, and data of the commission, as a result of this service confidential and private at all times.

### 5. LOCATION OF PERFORMANCE

Except for the workshop referred to in Section 2.1 above, for all tasks, the Contractor's personnel will be expected to work off-site. The Commission will provide the Contractor remote access to the relevant required infrastructure.

Any other on-site work may be approved as per the Contractor's Proposal for travel to the Headquarters of the Commission in Vienna, Austria, as applicable. There may be up to two (2) trips planned.

### 6. CONTRACTOR'S ELIGIBILITY, QUALIFICATION AND EXPERIENCE

The Contractor shall have, at the minimum:

1. The Services to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban. "The origin" means the place from where the services are supplied.
2. Financial capacity to perform the Contract.
3. Excellent experience (with minimum three similar implementations) providing SAP Ariba services of similar scope and complexity.
4. Previous successful implementation experience of SAP Ariba modules with special emphasis on Strategic Sourcing, Supplier Risk Management, Guided Buying, and Business network Commerce automation with a minimum of five (5) years' experience (include detailed description, complexities, achievements, and client signed references for at least three (3) completed projects).
5. In-depth knowledge of SAP Systems (ECC, S/4HANA) and industry best practices in procurement and strategic sourcing (include a detailed description and portfolio of previous works).
6. SAP Integration and Migration experience (include a detailed description and evidence of previous SAP integration and migration works).
7. At least five (5) key personnel (with detailed resumes) assigned to the Contract in all areas of the work



## **Annex B**

as stipulated in section 2 overseen by qualified Project manager.

### **7. REQUIREMENTS OF KEY PERSONNEL**

Each of the Contractor's key personnel performing the Work shall at least have the following qualifications.

- University degree in information systems, business administration, computer science or related fields.
- At least 5 years of relevant professional experience in SAP, particularly implementing SAP Ariba services (preferably with official SAP Certification).
- ITIL Service Management certification, especially for Change Management.
- Project Management and Agile Implementation experience.
- Excellent and proven quality assurance skills.
- Excellent stakeholder management skills.
- Excellent written and oral communication skills in English.

### **8. RESOURCES TO BE PROVIDED BY THE COMMISSION**

To fulfil the requirements of these ToR, the Commission will provide:

- Relevant SAP Ariba, Dun and Bradstreet, Docusign, licenses.
- Physical access to selected areas of the Vienna International Centre where required.
- Infrastructure, including office space and standard office supplies, hardware.
- Access to relevant IT infrastructure (e.g., SAP ECC/SRM, Jira Ticket System, internet).
- Access to relevant documentation.
- Qualified staff available to provide assistance and cooperate in responding to information requests from the Contractor in order to allow the Contractor to carry out the Work.
- VPN access to relevant CTBTO IT infrastructure (e.g., SAP ECC/SRM, Jira Ticket System).
- Access to relevant documentation.

The Contractor shall use CTBTO's Jira system for ticket processing.

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

### **9. QUALITY ASSURANCE AND BUSINESS CONTINUITY**

The Contractor shall have a quality assurance and business continuity plan that addresses the content of the ToR in a comprehensive and detailed way.

### **10 RISK MANAGEMENT**

The Contractor shall provide a thorough risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined software development activities in these Terms of Reference. Risks may include but are not limited to technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party software dependencies. The risk assessment plan should be consistently updated, aligning with the delivery of project milestones or significant accomplishments.

## **Annex B**

Upon the project's satisfactory completion, the Contractor shall conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the Commission, thereby contributing to the knowledge repository for forthcoming software development endeavours.

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

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

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

