



Johan de Wittlaan 32  
2517 JR The Hague  
The Netherlands  
Telephone + 31 (0) 70 416 3427  
Fax +31 (0) 70 416 3132  
[procurement@opcw.org](mailto:procurement@opcw.org)  
[www.opcw.org](http://www.opcw.org)

**To All Invited Bidders**

**18 December 2017**

**Dear Prospective Bidder,**

**SUBJECT: Request for Quotation for the Provision of Website Hosting Services for the OPCW Public Website – RFQ No. MPB-P17-004**

The Organisation for the Prohibition of Chemical Weapons (OPCW) is the implementing body for the Chemical Weapons Convention, which entered into force in 1997. The OPCW, with its 192 Member States oversees the global endeavour to permanently and verifiably eliminate chemical weapons and prevent their re-emergence. For its extensive efforts in eliminating chemical weapons, the OPCW received the 2013 Nobel Prize for Peace.

The OPCW intends to award to a qualified vendor a three (3) year contract for the provision of Website Hosting Services for the OPCW Public Website with a possible extension of two (2) additional years as per attached the Draft Agreement (**Annex E** to these instructions) and the Technical Specifications (**Annex B**).

This Request for Quotation (RFQ) consists of this Letter of Invitation with instructions for submission of the quotation and the following Annexes:

- **Annex A: OPCW General Terms and Conditions for the Purchase of Services**
- **Annex B: Technical Specifications**
- **Annex B(1): Technical Compliance Checklist**
- **Annex C: OPCW Financial Offer Form**
- **Annex D: Supplier Registration Form**
- **Annex E: Draft Agreement**

You are invited to submit a firm quotation by email to: [procurement@opcw.org](mailto:procurement@opcw.org) not later than 15 January 2018, covering the services specified in the attached Annex (B).

Unless otherwise specified in the Contract between the bidder and the OPCW, the General Terms and Conditions (GTC) for the Provision of Goods and Services of the OPCW (Annex A), and any special conditions included in the Tender document, shall form an integral part of this Tender. In cases where a bidder does not accept the GTC of the OPCW, the OPCW reserves the right to reject the bid.

The right is reserved, should the interest of the OPCW require this, not to accept any or all quotations.

Any queries regarding this Request for quotation shall be sent by email to: [procurement@opcw.org](mailto:procurement@opcw.org) not later than 5 January 2018. The OPCW intends to submit the answers to all questions received to all participating vendors by 9 January 2018.

Yours sincerely,

Leendert Colijn,  
Head, Procurement



## INSTRUCTIONS TO BIDDERS

- 1) A bidder shall fully comply with these Instructions to Bidders. With the submission of a bid the bidder accepts the RFQ procedure set out in these Instructions for Bidders, the draft Agreement and the OPCW General Terms and Conditions for the Purchase of Services.
- 2) Bidders shall state firm prices in Euro, itemised in accordance with the attached financial format. If quoted in another convertible currency the UN rate prevalent at the time of the Tender closing shall apply.
- 3) The quotation shall contain the full name and address of the Bidder and all sub-contractors.
- 4) Bidders shall:
  - have a minimum of five (5) years of experience in providing Drupal website hosting for internationally recognised organisations, governments, companies and/or brands;
  - provide at least three (3) references and examples of past successful case studies;
  - provide a full company profile (number of employees, certifications, locations); and
  - be a direct provider of managing and supporting internet hosting services as its primary business activity.
- 5) The quotation shall, besides a description how bidders plan to meet the OPCW requirements, include the following:
  - a. Any proposed Key Performance Indicators to demonstrate the Contractor's performance beyond those requested by the OPCW;
  - b. Any assistance required by the OPCW to enable the Contractor to perform the proposed services; and
  - c. Any suggestions that would make the requested services more cost effective for the OPCW.
- 6) The quotation shall include the requested price information as well as pricing of the proposed other services and other price details that will add transparency to the pricing (e.g., unit prices, quantities, overheads and a price benchmark to enable the OPCW to independently verify if the pricing remains competitive for the optional extensions of the contract).
- 7) Your quotation shall remain valid for a period of 90 days from the closing date, during which period the agreement, if placed, will be accepted by you.
- 8) During the Technical Evaluation the offers received will be evaluated as follows:
  - a. Responsiveness to the Services Requested;
  - b. Responsiveness to the Technical Requirements stated and determine whether each quotation meets, at a minimum, all principal requirements (both Service and Technical) of the Tender or proposal; and
  - c. Determine whether further clarifications are required in order to evaluate the quality of the services.

- 9) The Commercial Evaluation shall take into consideration; inter alia, the following criteria, as and when applicable:
  - a. The cost of the services in question;
  - b. Price transparency and price stability; and
  - c. The financial stability of each bidder.
- 10) The contract(s) will be awarded to the bidder, which meets the requirements of the OPCW stated in Annex B on the basis of lowest cost technically compliant bid.
- 11) All bidders will be advised of the outcome of their quotation after the award decision has been taken.
- 12) Any queries regarding this RFQ shall be in writing and be sent by e-mail to: [procurement@opcw.org](mailto:procurement@opcw.org) and shall refer to the RFQ number and title.

**ANNEX A**  
**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SERVICES**  
**ORGANISATION FOR THE PROHIBITION OF CHEMICAL WEAPONS (OPCW)**

*April 2001*

The contract shall be governed by the following General Terms and Conditions for the Purchase of Services, together with its incorporated attachments or annexes if any. Any departure from these General Terms and Conditions shall only be valid if mutually agreed between the Parties in writing.

**1. DEFINITIONS**

In these 'General Terms and Conditions for the Procurement of Services' (hereinafter referred to as 'General Terms and Conditions'), the following definitions shall apply for the interpretation of contracts:

'OPCW' or 'Organisation' means the Organisation for the Prohibition of Chemical Weapons represented by the Director-General or his duly authorised representative.

'Contractor' means the supplier of services named in the contract, represented by an official duly authorised to undertake contractual obligations on behalf of the supplier.

'Parties' means the Contractor and the Organisation, collectively, and 'Party' means either one of them;

'Contract' means the contract relating to the purchase of services between the Organisation and the Contractor and includes these General Terms and Conditions.

'Services' means any services provided, or to be provided, to the Organisation by the Contractor, or any of the Contractor's sub-contractors, pursuant to or in connection with the contract.

**2. ENTRY INTO FORCE OF CONTRACTS**

A contract shall enter into force on the day after both Parties have signed it. The contract shall be drawn up in English as the only authentic language, each Party receiving one original.

**3. DELIVERY**

The Contractor shall deliver the services at the place of delivery specified in the contract and within the delivery period stipulated in the contract.

**4. PAYMENT**

Unless expressly stipulated otherwise in the contract, the Organisation shall make payment:

(a) Within 30 days of receiving the invoice and any other documents specified in the contract, or within 30 days of the date on which performance of the contract is satisfactorily completed, whichever is later;

(b) The price of the services shall be as stated in the contract and may not be increased, except by express written agreement of the Organisation. The Organisation shall not pay any charge for late payment unless this has been expressly agreed to in writing.

(c) Payment shall be made in Dutch Guilders or Euros unless otherwise stipulated in the contract.

(d) Advance payment shall only be authorised by the Organisation where normal commercial practice or the interests of the Organisation require so.

**5. PRIVILEGES AND IMMUNITIES**

Nothing contained in the contract shall be deemed a waiver, express or implied, of any privilege or immunity that the Organisation may enjoy pursuant to: (i) the Agreement between the Organisation and the Kingdom of the Netherlands concerning the Headquarters of the OPCW, signed at The Hague on 22 May 1997, ('Headquarters Agreement'); or (ii) any other agreement to which the Organisation is party.

**6. TAX EXEMPTION**

The Organisation is exempted from taxes and duties in accordance with the provisions of the Headquarters Agreement of the Organisation. The Contractor's price shall reflect any tax and duty exemption to which the Organisation is entitled by reason of the privileges that it enjoys. If it is subsequently determined that any taxes and duties from which the Organisation is exempted have been included in the price paid by the Organisation, the amount of such taxes and duties shall be refunded by the Contractor. Alternatively, the Organisation may deduct such amount from the contract price and payment of such corrected amount shall constitute full payment by the Organisation.

**7. LIABILITY OF THE CONTRACTING PARTIES**

(a) The Organisation shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor during the performance of the contract. The Organisation shall not accept any claim for compensation or repairs in respect of any such damage. The Contractor shall insure

against all risks or loss, damage or injury caused by the Contractor or by any person acting on behalf of the Contractor during the performance of the contract. The Contractor and any person acting on behalf of the Contractor shall during the performance of the contract comply with these General Terms and Conditions particularly those relating to confidentiality.

(b) Except in the case of force majeure, the Contractor shall be required to indemnify the Organisation for any loss, damage or injury that it may sustain from any act performed by the Contractor.

(c) The term force majeure, as used here, shall include, unforeseen events not within the control of either party, such as laws or regulations, strikes, lock-outs or other industrial disturbances, acts of terrorism, wars, whether declared or not declared, blockades, embargoes, insurrections, riots, civil disturbances, explosions, epidemics, landslides, earthquakes, storms, lightning, floods and washouts. Any other event could be recognised as force majeure in arbitration proceedings instituted in relation to a dispute as mentioned in Article 21 of these General Terms and Conditions.

(d) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other Party, giving full particulars in writing, including its probable duration and its effect on the Party's ability to perform. However, once the condition of force majeure has been agreed by the Parties, the Parties shall be relieved of liability for non-performance of their obligations until it ends.

(e) The Contractor shall not be entitled to payment if it is prevented by force majeure from performing the tasks assigned to it. Part performance of any task shall result in pro-rata payment.

**8. TERMINATION OF THE CONTRACT**

(a) If the Contractor ceases to practise his profession or carry out his business wholly or for a large part; does not comply with any condition of the contract; applies for moratorium or applies to be declared insolvent; is granted a moratorium or declared insolvent; is declared bankrupt; offers a settlement in lieu of bankruptcy or if the property of the Contractor is attached; or if the Contractor is not a natural person and loses power of disposal over its capital or part of it or loses its status as a legal person, is wound up or in actual fact is liquidated, the Organisation has the right to give notice of termination of contract immediately without notice of default.

(b) If any of the circumstances as mentioned in paragraph (a) of this Article should arise, the Contractor shall be in breach of this contract as a consequence.

(c) The Contractor shall be bound to compensate the Organisation for all damage, costs and loss of interest as a result of a situation as mentioned in paragraph (a) of this Article as a result of premature termination of the contract, even in the event that a moratorium is granted or the Contractor is declared insolvent. This damage shall include in any case all amounts due until the original agreed date of termination of the contract, as well as all costs incurred by the Organisation in legal and non-legal proceedings, including those for legal assistance with regard to any circumstances as referred to in paragraph (a) of this Article.

(d) The conditions in paragraphs (a), (b), and (c) of this Article do not exclude the right of the Organisation to exercise other legal rights, including its right to impose liquidated damages, demand payment or compensation for damages or for cancellation of the contract.

(e) The Organisation, at its own discretion, is legally and without intervention by the courts entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the expense and risk of the Contractor.

(f) Each contracting Party may, of its own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance, unless the contract provides otherwise. Upon receipt of notice of termination by the Organisation, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner, the Contractor shall reduce expenses to a minimum and shall not

undertake any further commitments under the contract from the date of receipt of such a notice.

If the contract is terminated by the Organisation, the Contractor shall be entitled to pro-rata payment for any tasks performed prior to such termination. Additional costs incurred by the Organisation, resulting either from termination by the Contractor or from Contractor's failure to complete satisfactory performance, may be withheld from any amount otherwise due to the Contractor from the Organisation under this or any other contract.

(g) In case of a breach of this contract by the Contractor, included but not limited to failure or refusal to make deliveries within the time limit specified, the Organisation may procure the goods from other sources and may hold the Contractor liable for any excess cost occasioned thereby. Furthermore, the Organisation may, by written notice, terminate the right of the Contractor to proceed with deliveries or such part or parts thereof as to which there has been a default.

#### **9. LIQUIDATED DAMAGES**

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the services within the time period specified in the contract, the Organisation may, without prejudice to any other rights and remedies, deduct from the price stipulated in the contract, as liquidated damages, a sum equivalent to 2% per week of the contractual price of the delayed services for each week of delay until actual delivery, up to a maximum 10% of the contractual price.

#### **10. THIRD PARTIES**

(a) The Contractor shall not, without prior and express written approval of the Organisation, assign in whole or in part the rights and obligations arising out of the contract to third parties or sub-contract any part of the work required under this contract to third parties.

(b) In the event where the Organisation authorises the Contractor to sub-contract part or all of the obligations under the contract to third parties, the Contractor shall nonetheless remain bound by its obligations to the Organisation under the contract.

(c) Save where the Organisation expressly authorises an exception, the Contractor shall be required to include in any sub-contract provisions enabling the Organisation to enjoy the same rights and guarantees in relation to sub-contractors as it enjoys in relation to the Contractor.

#### **11. NON-WAIVER OF RIGHTS**

Failure of, or delay by the Organisation in the exercise of any rights or remedies provided by the contract shall not be deemed a waiver of any rights of the Organisation, and shall not release the Contractor from fulfilling its obligations.

#### **12. CONFIDENTIALITY**

(a) The Contractor, or its employees, shall not use any information acquired or developed in the course of this contract for any purpose not authorised in writing by the Organisation.

(b) The Contractor is required to exercise the utmost discretion during the performance of the contract. The Contractor may not communicate to any other person, government or authority external to the Organisation any information known to it by reason of his contractual relationship with the Organisation which has not previously been made public, except with written authorisation of the Organisation. Nor shall the Contractor at any time use such information to private advantage.

(c) The obligations under this Article do not lapse upon cessation of this contractual agreement between the Contractor and the Organisation.

(d) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure which could vitiate the interests of the Organisation. The extent of any such liability shall be directly proportional to the extent of the damage caused.

#### **13. WARRANTY**

The Contractor must provide services that are:

(a) of the quality, quantity and description required by this contract;

(b) free from any right or claim of a third party, including rights or claims based on copyright, patent or other industrial or intellectual property rights.

#### **14. BANK GUARANTEE**

If the Organisation so requests in the contract, the Contractor shall guarantee the due fulfilment of its obligations under the contract

by providing an unconditional and irrevocable bank guarantee from an established bank of good standing for the amount determined in the contract.

#### **15. INDEMNITY**

The Contractor shall indemnify and defend the Organisation against any action or proceeding based upon a claim that the services, or part thereof, constitute an infringement of any proprietary rights, and the Contractor shall pay all damages and costs awarded against the Organisation flowing from any such action or proceeding.

#### **16. TITLE**

The contractor guarantees that the services provided by it are unencumbered by any third party's proprietary rights. Title to any services shall pass to the Organisation upon delivery.

#### **17. INSPECTION**

(a) The Organisation shall have the right, before payment, to examine at its expenses the services provided under the contract on the premises of the Organisation, or elsewhere. The Contractor shall provide, when possible, all facilities for any such examination.

(b) In case of rejection of the services provided, a new inspection may be carried out by representatives of both Parties if promptly requested by the Contractor, and before the Organisation exercises any legal remedies. The Contractor shall bear the expenses of such an inspection.

(c) The inspections shall be carried out in good faith.

#### **18. ADVERTISING**

Unless authorised in writing by the Organisation, the Contractor shall not advertise or otherwise make public the fact that it is supplying services to the Organisation. The Contractor shall not use the name, emblem or official seal of the Organisation or any abbreviation of the names of the Organisation for advertising or for any other promotional purpose.

#### **19. AMENDMENTS AND ADDITIONS TO THE CONTRACT**

The provisions of the contract and the annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by all of the parties or their authorised representatives.

#### **20. OFFICIALS NOT TO BENEFIT**

(a) The Organisation warrants that no official or employee of the Contractor has been or shall be admitted by it to any direct or indirect benefit arising from this contract or the award thereof. Failure to comply with the foregoing provision shall constitute a material breach of this contract.

(b) The Contractor warrants that no official or employee of the Organisation has been or shall be admitted by it to any direct or indirect benefit arising from this contract or the award thereof. Failure to comply with the foregoing provision shall constitute a material breach of this contract.

#### **21. SETTLEMENT OF DISPUTES**

(a) Without prejudice to the privileges and immunities of the Organisation, any legal dispute relating to this contract shall be settled amicably by negotiation.

(b) Any dispute which cannot be settled by negotiation shall, without prejudice to the relevant privileges and immunities of the Organisation, at the request of either Party, be submitted at the seat of the Organisation to an Arbitration Board composed of: (i) two arbitrators, one being appointed by each of the Parties; and (ii) a referee chosen by the two arbitrators.

(c) In the event of a disagreement as to the nomination of the referee or a Party's failure to appoint an arbitrator, these appointments shall be made by the Secretary-General of the Permanent Court of Arbitration in The Hague.

The Arbitration Board shall have its seat in The Hague and shall establish its own procedure.

(d) In the absence of contractual provisions, the arbitrators shall apply the UNCITRAL Arbitration Rules as in force on the day both Parties have signed the contract.

LAO/99-0176/01-307/BE



## ANNEX B

### Technical Requirements

#### 1. Objectives and Scope

- 1.1. The Organisation for the Prohibition of Chemical Weapons (OPCW) has the requirement for website hosting services for the official OPCW public website, [www.opcw.org](http://www.opcw.org).
- 1.2. The OPCW requires the provision of website hosting services for a period of three years with the possibility of further extension up to 2 years, contingent on satisfactory annual evaluations.

#### 2. Requirements

- 2.1. The Contractor shall provide a hosting solution to meet the following requirements:

##### 2.1.1. Infrastructure and Stack

The hosting platform shall have:

- a fully managed and updated Linux, Apache, MySQL and PHP (LAMP) stack and Drupal 7 application to host up to ten (10) domains (domain registrations and associated Domain Name Service (DNS) will be managed by OPCW);
- development–staging–deployment GIT-based developer tools;
- infrastructure to support an average of 180,000 monthly page views with occasional peaks of up to 500,000 monthly page views;
- at least 30 GB storage;
- an application memory limit of at least 256 MB;
- a fully managed Content Delivery Network (CDN) with global edge caching and load balancing; and
- one (1) static IP address.

### 2.1.2. Security

The hosting platform shall have:

- HTTPS;
- SFTP and SSH with the provision to limit access to specific IP address spaces;
- two-factor authentication;
- provisions to prohibit access to insecure legacy services such as Telnet and FTP;
- unlimited shell users and multi-level groups with role-based permissions; and
- a Web Application Firewall (WAF) for mitigation of security incidents including, but not limited to, Denial of Service (DoS), Distributed Denial of Service (DDoS), SQL injection, Cross Site Scripting (XSS), Cross Site Request Forgery (CSRF), authentication bypass, broken authentication, and session management.

In addition to the above, the Contractor shall:

- provide patches, updates and security fixes to LAMP stack and application core;
- configure server services and application according to security industry best practises;
- provide the OPCW with access to the results of any security penetration tests performed;
- allow OPCW to perform security penetration tests (if needed, and in coordination with the Contractor); and
- provide a mechanism to forward WAF logs, access logs, error logs and administrator access logs using SYSLOG to the OPCW Security Information and Event Management (SIEM) system (IBM Qradar); and
- address security vulnerabilities released or discovered through scans, penetration tests, or any other means of disclosures, as quickly as possible based on severity.

### 2.1.3 Data Protection

The Contractor shall:

- provide automated daily backups with at least thirty (30) days of backup retention;
- store backup data in an offsite location from master data; and
- provide a self-serve disaster recovery rollback mechanism.

### 2.1.4 Support

The Contractor shall:

- monitor and manage the network, physical hardware, and infrastructure;
- provide ticket-based support for diagnosis and remediation of issues related to stack, application core and infrastructure; and
- provide all support communications in English.

### 2.1.5 Data Sovereignty

The Contractor shall be registered in, store website master data, and backup snapshots within the geographic territory of an OPCW Member State that has recognised the privileges and immunities of the OPCW: *Albania, Argentina, Austria, Australia, Belarus, Bosnia and Herzegovina, Bulgaria, Burkina Faso, Burundi, Chile, Colombia, Cyprus, the Czech Republic, Denmark, Dominican Republic, El Salvador, Estonia, Finland, Greece, Hungary, Kenya, Latvia, Mali, Malta, Mauritius, the Netherlands, Panama, Philippines, Poland, Portugal, Republic of Korea, Serbia, Slovakia, South Africa, Spain, Switzerland, United Arab Emirates, the United Kingdom, the United States, and Uruguay.*



## ORGANISATION FOR THE PROHIBITION OF CHEMICAL WEAPONS

**ANNEX C:  
OPCW FINANCIAL OFFER/PRICING SCHEDULE**

**Important Notes**

1. All sections marked with \* should be completed
2. Bidders are encouraged to use below financial offer format, however if bidder prefers another format they should ensure that the marked with \* should be completed

	<b>OPCW Ref: MPB-P17-004</b>	
	<b><u>Provision of website hosting services to the OPCW</u></b> as described in Annex B Technical Requirements. Please be aware that OPCW is exempted of VAT.	
<b>Item No.</b>	<b>Description:</b>	<b>Price per year (3+2 years)</b>
1	Website Hosting Services for the OPCW Public Website as specified in Annex B to Invitation to Tender MPB-P17-004	
	<b>Please specify all other expenses related to providing the services as described in Annex B</b>	
	<b>TOTAL:</b>	
	Please fill in the section below on the terms and conditions of your offer.	
<b>*Accepts OPCW Payment Period (30 days):</b>	<b>YES</b>	<b>NO</b>
<b>*Agrees to 0% VAT/BTW:</b>	<b>YES</b>	<b>NO</b>
<b>*Discount to the OPCW (%):</b>	_____ %	
<b>*Bid valid until (Minimum 90 days):</b>		
<b>*Accepts OPCW Draft Agreement and General Terms and Conditions:</b>	<b>YES</b>	<b>NO</b>
<b>*Delivery Time After Receipt of an order from OPCW (days):</b>		

## BIDDER'S OFFER

Provided that a Purchase Order/contract is issued by OPCW within 90 calendar days (or your stated bid validity) from the receipt of the bid, the undersigned hereby offers, subject to the terms of such Purchase Order, to furnish any or all items offered and to deliver same to the designated point within the delivery time stated above.

<b>*Company Name:</b>	
<b>*Address:</b>	
<b>*Telephone No:</b>	
<b>*Fax No:</b>	
<b>*E-Mail Address:</b>	
<b>*Authorised Signature:</b>	
<b>*Name (printed or typed)</b>	
<b>*Functional Title</b>	
<b>*Date:</b>	

Organisation for the Prohibition of Chemical Weapons



## SUPPLIER REGISTRATION FORM

### Section 1: Company Details and General Information

1. Name of Company:	
2. Street Address:	3. P.O. Box and Mailing Address:
Postal Code:                      City:	
Country:	
4. Tel:	5. Fax:
6. Email:	7. WWW Address:
8. Contact Name and Title:	
9. Parent Company (Full legal Name) :	
10. Subsidiaries, Associates and/or Overseas Representative(s) - (attach a List if necessary):	
11. Type of Business (Mark one only):    Corporate/ Limited <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify): <input type="checkbox"/>	
12. Nature of Business:    Manufacturer <input type="checkbox"/> Authorised Agent <input type="checkbox"/> Trader <input type="checkbox"/> Consulting Company <input type="checkbox"/> Other (specify) <input type="checkbox"/>	
13. Year Established :	
14. Number of Full-time Employees:	
15. Licence no./State where registered:	
16. VAT No./Tax I.D.:	
17. Technical Documents available in:    English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="checkbox"/>	
18. Working Languages :                      English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Russian <input type="checkbox"/> Arabic <input type="checkbox"/> Chinese <input type="checkbox"/> Other (specify) <input type="checkbox"/>	



**Section 4: Experience**

28. Recent contracts with the UN and/or other International Organizations:

<u>Organization:</u>	<u>Value:</u>	<u>Year:</u>	<u>Goods/Services Supplied:</u>	<u>Destination:</u>
_____	EUR _____	_____	_____	_____
_____	EUR _____	_____	_____	_____
_____	EUR _____	_____	_____	_____
_____	EUR _____	_____	_____	_____
_____	EUR _____	_____	_____	_____

29. To which countries has your company exported and/or managed projects over the last 3 years?

**Section 4: Other**

30. Does your Company have a written Statement of its Environmental Policy? (If yes, please attach a Copy)  
 Yes  No

31. Please list any Disputes your Company has been involved in with UN or International Organizations over the last 3 Years:

32. List any National or International Trade or Professional Organizations of which your Company is a Member.

33. Certification: I, the undersigned, hereby accept the OPCW General Terms and Conditions, a copy of which has been provided to me and warrant that the information provided in this form is correct, and in the event of changes details will be provided as soon as possible:

Name: \_\_\_\_\_ Functional Title: \_\_\_\_\_

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

**Please return completed form (e-mail, fax or mail) to:**

ORGANISATION FOR THE PROHIBITION  
 OF CHEMICAL WEAPONS  
 Attn. Head, Procurement  
 Johan de Wittlaan 32  
 2517 JR The Hague  
 The Netherlands

e-mail: [procurement@opcw.org](mailto:procurement@opcw.org)  
 fax: +31 (0)70 4163132

**INSTRUCTIONS FOR COMPLETION**

The form should be typewritten in uppercase and completed clearly and accurately ensuring that all questions are answered. The numbers below correspond to item numbers on the registration form:

1. Full name of company.
2. Full street address.
3. Full mailing address (including P.O. Box, if any).
4. Telephone number, including correct country and area codes.
5. Fax number, including country and area codes.
6. Email address.
7. WWW Address.
8. Provide name of person (including title) or department to whom correspondence should be addressed.
9. Full legal name of parent company, if any.
10. Please provide, on a separate sheet if necessary, names and addresses of all subsidiaries, associates and overseas representatives if any.
11. Please tick one box. If the last box is ticked, please specify.
12. Please tick one box. If the last box is ticked, please specify. If the company is a manufacturer of some products and a trader/agent of others which they do not manufacture, both boxes should be ticked.
13. Indicate the year in which the organization was established under the name shown in Item 1.
14. Indicate the total number of full-time personnel in the company.
15. Provide the license number under which the company is registered, or the State where it is registered.
16. Provide the VAT number or Tax I.D. of the company.
17. Please tick the boxes for which languages the company is able to provide technical documents.
18. Please tick the boxes for which languages the company is able to work in.
19. Provide the total annual sales for the organization for the last 3 financial years in EUR millions.
20. Provide the total export sales for the organization for the last 3 financial years in EUR millions.
21. Provide the full name, address and SWIFT address of the bank used by the company.
22. Provide the company's bank account number and the account name.
23. Please provide a copy of your most recent annual report or audited financial report. If available, provide a rating by Dun and Bradstreet or equivalent (specify which).
24. List any Quality Assurance Certificates (e.g. ISO 9000 series) that have been issued to your company and provide a copy of the latest certificates.
25. List all countries where the company has local offices or representation.
26. Indicate whether the company's products conform to national/international standards. If yes please attach copies of the certificates.
27. Please list up to 15 of the core goods/services offered. If available, provide the UNCCS code and describe them according to the UNCCS description. A list of codes and descriptions used by the OPCW is attached. For each item, list the National/International Quality Standard to which it conforms.
28. Enter the name(s) of UN or international organizations which your company has dealt with recently. Provide the value and the year of the contract, the goods/services supplied and the country of destination of each contract. If you have had more than 5 of such contracts, please attach a separate sheet indicating the others. Documentary evidence of such contracts is required, e.g. copies of purchase orders. Organizations in the UN system are: UN; UNCTAD; UNEP; UNCHS(Habitat); UNICEF; UNDP; WFP; UNHCR; UNRWA; UNFPA; UNOPS; UNU; ILO; FAO; UNESCO; ICAO; WHO; WB; IMF; UPU; ITU; WMO; IMO; WTO; WIPO; IAPSO; IFAD; UNIDO; IAEA; ITC; ECA; ECE; ECLAC; ESCAP; ESCWA.
29. List export markets, in particular, all developing countries to which your company has exported over the last 3 years.
30. The Earth Summit, held in Rio de Janeiro in 1992, emphasised the necessity to protect and renew the earth's limited resources. Agenda 21 was adopted by 178 governments and lays an emphasis for the UN to exercise leadership, i.a. towards promoting environmental sensitive procurement policies for goods and services. Please indicate whether your company has a written statement of its Environmental Policy and, if so, please provide a copy.
31. List all disputes with UN or international organizations which your organization has been involved in over the last 3 years. If more space is required, please use a separate sheet.
32. Provide details of all national and international trade or professional organizations to which your company belongs.
33. Please read the enclosed OPCW General Terms and Conditions carefully, as signature of the form signifies acceptance. The form should be signed by the person completing it and their name and title should be typed, along with the date.

**Standard UNCCS Codes used by OPCW**

<b>UNCCS Code</b>	<b>Description</b>
322310	Books/Journals
388504	NBC Detection Equipment
388505	NBC Suits
388506	NBC Respirators
388507	Decontamination Equipment
450000	Office, Accounting, and Computing Equipment/Supplies
458000	Computer Software
470000	Audio-Visual Equipment
482281	Chemical Detection Equipment
611000	Services - General Building Maintenance (location: The Hague, NL)
613100	Services - Office, Computer and Communication Equipment Maintenance & Repair
712100	Services - Freight Forwarding
753200	Services - Inspection and Testing of Equipment

UNCCS Codes are found on the [UN Global Marketplace Website](#)



**Agreement  
for  
the Provision of Website Hosting Services for the OPCW Public Website**

**Contract Number MPB-P17-004**

The undersigned parties:

**The Organisation for the Prohibition of Chemical Weapons**  
Johan de Wittlaan 32  
2517 JR The Hague  
The Netherlands

(hereinafter referred to as “OPCW”)

&

**Name**  
Street  
Zip City  
Country

(hereinafter referred to as “Contractor”)

The OPCW and the Contractor (hereinafter collectively referred to as the “Parties”, and individually as “Party”) hereby declare that they have agreed as follows:

**Article 1 General Scope of Services**

- 1.1 The Agreement is for the provision of website hosting services for the OPCW public website (hereinafter referred to as the “Services”) by the Contractor to the OPCW as stipulated in Annex B (Technical Specifications) attached hereto and in accordance with the terms and conditions of this Agreement.

**Article 2 Commencement and Duration**

- 2.1 This Agreement shall enter into force on the date of the last signature, and shall remain in force for a period of **three (3) years**.
- 2.2 The OPCW retains the right, at its sole discretion and subject to continued requirements, availability of funding and satisfactory performance of the Contractor, to extend this Agreement for up to **two (2) years**, under the same terms and conditions. The optional extension(s) will be implemented through a written notification to the Contractor by the OPCW.
- 2.3 The Services rendered under this Agreement shall commence on **xxxx**.



### **Article 3 Termination**

- 3.1 This Agreement may be terminated by either Party, at any time, by a written notice of termination provided to the other Party at least **three (3) months** in advance.
- 3.2 The OPCW may, in its sole discretion, terminate this Agreement, in whole or in part, without advance notice, in case of breach of the terms and conditions of this Agreement.
- 3.3 In the event of any termination of this Agreement, no payment shall be due from the OPCW to the Contractor except for the Services satisfactorily performed by the Contractor in conformity with the express terms of this Agreement. The Contractor shall be entitled only to costs and expenses incurred (pro-rated as appropriate) prior to the date of termination notice.

### **Article 4 Responsibilities of the Contractor**

- 4.1 The Services carried out by the Contractor and its employees, agents, contractors and sub-contractors (hereinafter referred to as the “Contractor’s personnel”) shall be in accordance with the relevant international, national and local regulations concerning technical, health, safety, and statutory requirements. It shall be the responsibility of the Contractor alone to have knowledge of all applicable laws and regulations and to monitor their rigorous enforcement.
- 4.2 The Contractor shall be responsible for requiring its personnel to comply with all the obligations set forth under this Agreement. The Contractor shall ensure that its personnel performing Services under this Agreement comply with applicable local laws and regulations and conform to a high standard of moral and ethical conduct in accordance with the terms and conditions of the Agreement.
- 4.3 The Contractor shall assure that it carries out the Services with professionalism and rigour. It shall be responsible for the provision and management of its personnel assigned to carry out works for the OPCW as well as for the provision and logistic arrangements for all tools, equipment and accessories required for the successful performance of the Services.

### **Article 5 Responsibilities of the OPCW**

- 5.1 The OPCW will provide the Contractor with relevant information, documentation and data which may be reasonably required by the Contractor for the performance of the Services under this Agreement. Any documentation or data provided by the OPCW to the Contractor shall be returned to the OPCW upon completion of the Services under this Agreement unless otherwise agreed by the OPCW in writing.
- 5.2 The OPCW will issue to its official, staff, agents, and personnel (hereinafter referred to as the “OPCW Personnel”) all such instructions as may be necessary and/or appropriate to facilitate the prompt and effective performance of the Services under this Agreement.
- 5.3 The OPCW does not guarantee under this Agreement and shall not be liable for any damages or costs incurred to the Contractor as a result of actual business not reaching a minimum volume and it does not guarantee any minimum quantity of services, goods or shipments services under this Agreement.



### **Article 6 Standard of Services**

- 6.1 The Contractor undertakes to discharge the functions entrusted to it as a Contractor of the OPCW, with loyalty, discretion and conscience, and regulate its conduct with the utmost regard for the interests of the OPCW. The rights and obligations of the Contractor shall be strictly limited to those indicated by the terms of this Agreement.
- 6.2 The Contractor warrants and represents that the Services provided by the Contractor under this Agreement shall be performed by appropriately qualified and experienced personnel in a timely and professional manner, and shall conform to the standards generally observed in the industry for similar services.

### **Article 7 Code of Conduct**

- 7.1 The Contractor shall at all times act loyally and impartially as a faithful advisor to the OPCW in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion. It shall refrain, in particular, from making any public statements concerning the Services without the prior written agreement of the OPCW, and in engaging in any activities, which conflict with its obligations towards the OPCW under this Agreement. The Contractor shall not commit the OPCW in any way whatsoever without the prior written agreement of the OPCW and shall, where appropriate, make this obligation clear to third parties.
- 7.2 The payments to the Contractor under this Agreement shall constitute the only income or benefit it may derive in connection with this Agreement and neither the Contractor nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under this Agreement.
- 7.3 The Contractor shall not have the benefit, whether directly or indirectly, of any royalty, gratuity or commission in respect of any patented or protected article or process used in or for the purposes of the provided Services under this Agreement, or any other product or services recommended by the Contractor to the OPCW through the Services provided by the Contractor under this Agreement.
- 7.4 The Contractor and its personnel shall maintain professional secrecy, for the duration of the Agreement and after completion thereof, in full accordance with Article 15 hereof and Article 12 of Annex A.

### **Article 8 Contractor's Personnel**

- 8.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Agreement and will select, through an appropriate vetting procedure, reliable and competent individuals who will be able to effectively perform the obligations under the Agreement and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
- 8.2 The Contractor's personnel shall be professionally qualified and, if required to work with the OPCW's personnel, shall be able to do so effectively. The OPCW retains the rights to review the qualifications of personnel proposed by the Contractor and to interview these personnel. The OPCW may reasonably refuse to accept any personnel as a result of such review process.
- 8.3 Requirements specified in the Agreement regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Agreement.



Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

- 8.3.1 The OPCW may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.
- 8.3.2 Any of the Contractor's personnel assigned to perform obligations under the Agreement shall not be withdrawn or replaced without the prior written agreement of the OPCW, which shall not be unreasonably withheld.
- 8.3.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Agreement.
- 8.3.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 8.3.5 Any request by the OPCW for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Agreement, and the OPCW shall not bear any liability in respect of such withdrawn or replaced personnel.
- 8.3.6 If a request for the withdrawal or replacement of the Contractor's personnel is not based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Agreement, the misconduct of the personnel, or the inability of such personnel to reasonably work together with OPCW Personnel, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Agreement that is substantially the result of such personnel's being withdrawn or replaced.
- 8.4 Nothing in Articles 8.2 and 8.3 above shall be construed to create any obligations on the part of the OPCW with respect to the Contractor's personnel assigned to perform the Services under the Agreement, and such personnel shall remain the sole responsibility of the Contractor. The Contractor's personnel shall, under no circumstances, be considered as the staff members or officials of the OPCW.
- 8.5 The Contractor shall, on its own initiative, in the event of death, illness, accident or any other situation arising from causes beyond the Contractor's control, propose a replacement of the Contractor's personnel working under this Agreement. Where a member of the Contractor's personnel must be replaced, the proposed replacement shall possess at least equivalent qualifications, experience and security clearance. Where the Contractor is unable to provide a replacement with equivalent qualifications and/or experience within a reasonable time period, the OPCW may terminate the Agreement with immediate effect, if in its opinion the Contractor's performance under the Agreement is jeopardised.
- 8.6 The OPCW shall not incur any additional costs due to the replacement of member(s) of the Contractor's personnel. Any additional costs incurred thereto are the responsibility of the Contractor. Additional costs incurred due to replacement of member(s) of the Contractor's personnel are the responsibility of the Contractor. Where the member of



the Contractor's team is not replaced immediately and it is some time before the new team member takes up his/her functions, the OPCW may request that the Contractor assigns to the project under this Agreement a temporary replacement pending the arrival of the new team member, or to take other measures to compensate for the temporary absence of the removed team member.

#### **Article 9 Contract Price**

- 9.1 In full consideration of and subject to the Contractor's satisfactory performance of all of its obligations under this Agreement, the amount payable for the provision of Services under this Agreement shall be based on the rates specified in Annex C. The rates set forth in Annex C shall not be subject to escalation during the entire term of this Agreement.
- 9.2 The rates specified in Annex C shall cover all expenses incurred by the Contractor including, but not limited to the cost of the remuneration of the Contractor's personnel and all other compensations, insurance and social charges as well as overheads, technical assistance and supervision costs, travel costs, accommodation costs, per diems and any other costs incurred by the Contractor's personnel for the purpose of this Agreement.
- 9.3 The Contractor shall not perform any work or provide any goods or materials which would result in any payment by the OPCW of any amount in excess of the maximum amount specified above unless otherwise agreed by the OPCW in accordance with Article 19 of Annex A.

#### **Article 10 Payment and Invoicing**

- 10.1 Subject to the Contractor's satisfactory performance of all of its obligations under this Agreement, the amounts due stipulated in Annex C of this Agreement shall be payable within thirty (30) days of the date on which the works have been completed to the satisfaction of the OPCW or within thirty (30) days of receiving the correlated invoices, whichever is later.
- 10.2 The sum(s) due to paid by the OPCW to the Contractor for Services provided under this Agreement shall be paid in EURO.
- 10.3 The OPCW will only accept one invoice per month. The OPCW will only process invoices with a value greater than € 225.00 excluding VAT.
- 10.4 All invoices must be duly certified by the OPCW. Invoices for the Services rendered in the previous year shall be submitted no later than 31 January of each year for the preceding year.
- 10.5 The OPCW will make all applicable payments by bank transfer to the following:

Account Name: **xxxx**  
Account Number: **xxxx**  
Bank Details: **xxxx**

- 10.6 The Contractor shall keep full and accurate record and accounts with respect to the Services, in such a form and detail as is sufficient to accurately establish that the



number of days worked by each of the Contractor's personnel assigned for the execution of this Agreement and the actual expenses, stated in the Contractor's invoices have been duly incurred by the Contractor for the performance of the Services under this Agreement.

- 10.7 The OPCW shall be permitted, at any time, to inspect or audit the records and/or accounts relating to the Services provided under this Agreement, and to make copies thereof both during and after the provision of the Services under this Agreement. The OPCW may conduct investigations relating to any aspect of the Agreement or the award thereof, and that such right of the OPCW to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The OPCW shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the OPCW other than in accordance with the terms and conditions of the Agreement.

### **Article 11 Contacts**

- 11.1 All communications pertaining to the implementation of this Agreement shall be in writing and addressed as the following:

- 11.2 The Contact person for the Contractor for this Agreement is:

Name:  
Title:  
Email:  
Telephone:

- 11.3 The Contact person for the OPCW for this Agreement is:

Name: Leendert.Colijn@opcw.org  
Title: Head, Procurement  
Email: Procurement@opcw.org  
Telephone: +31-70-416-3433

### **Article 12 Official Language**

- 12.1 The official language of the Agreement shall be English. All correspondence, invoices, and materials provided under this Agreement shall be in English. All of the Contractor's personnel assigned to carry out works at the OPCW will have a working knowledge of the English language. If requested by the OPCW, the Contractor shall prepare as-built documentation of any executed works in English.

### **Article 13 Intellectual Property Rights**

- 13.1 Except for those intellectual property and other proprietary rights of the Contractor which pre-existed the performance of the Services by the Contractor or concerning such rights which the Contractor may have developed or acquired independently of the performance of the Services under the Agreement, the OPCW shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the OPCW under this Agreement. The Contractor agrees that such products, documents and other materials constitute works made for hire for the OPCW.



- 13.2 The Contractor declares that it does not know of any intellectual property rights of third parties, which might be infringed by this Agreement. Should, contrary to the Contractor's declaration, claims, suits, proceedings, demands and liability of whatever nature or kind, be raised against the OPCW charging it with infringement of intellectual property rights, the Contractor shall defend and hold harmless, at its own expense, the OPCW and its employees, and shall indemnify it to the full extent of all litigation costs, attorneys fees and any damages or awards arising from such claims, suits, proceedings, demands and liability. This obligation of the Contractor shall continue to be in full force and effect up to the expiration of such intellectual property rights.
- 13.3 The OPCW shall give the Contractor due notice in writing of any such claims, suits, proceedings, demand or liability brought against the OPCW and shall cooperate with the Contractor, at the Contractor's expense, in the defence or settlement thereof, subject to the privileges and immunities of the OPCW. The Contractor shall have the sole control of the defence of any suit, claim, proceeding or demand and of all negotiations for its settlement or compromise, except with respect to the assertion or defence of the privileges and immunities of the OPCW or any matter relating thereto. The OPCW shall have the right to be represented in any action or proceedings by independent counsel of the OPCW's own choice.

#### **Article 14 Liability for Loss or Damage**

- 14.1 The Contractor shall be liable for any loss, damage or injury to the OPCW's employees, agents, contractors and sub-contractors, or their property, arising from, or attributable to, acts or omissions of the Contractor or of its employees, agents or sub-contractors, in the performance of this Agreement. Any consequential damages are hereby explicitly excluded.
- 14.2 The OPCW shall be indemnified against any claim for the death of, or injury to, any person and damage to, or loss of, property arising out of any act or omission of the Contractor or of its employees, agents, contractors or sub-contractors or out of any incident resulting from the Contractor's association with the OPCW and/or its employees, agents, contractors or sub-contractors in the course of implementing this Agreement.
- 14.3 The Contractor shall take out, and provide evidence to the OPCW, of liability insurance including insurance for third-party and product liability for any and all damages/losses arising from, or attributable to the Contractor's activities under this Agreement performed before, during or after the Agreement period.
- 14.4 The Contractor acknowledges and agrees that its failure to provide the certificates of insurance required under this provision and/or the OPCW's failure to demand delivery of said certificates shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the OPCW harmless from any liability arising as a result of any such failure(s).

#### **Article 15 Confidentiality**

- 15.1 Neither the Contractor, nor its employees, agents, contractors nor sub-contractors shall use any information acquired or developed in the course of this Agreement for any purpose not authorised in advance in writing by the OPCW.
- 15.2 The Contractor shall exercise the utmost discretion during the performance of this Agreement. The Contractor may not communicate to any other person, government or



authority external to the OPCW any information known to it by reason of its contractual relationship with the OPCW which has not previously been made public, except with prior written authorisation of the OPCW, nor shall the Contractor at any time use such information to private advantage.

- 15.3 The Contractor, as well as its employees, agents, contractors, personnel and sub-contractors shall be bound by the obligations contained in the Confidentiality Annex to the Chemical Weapons Convention and the OPCW Policy on Confidentiality which will be provided upon request. The Contractor shall be liable for any breach of confidentiality by it or its employees, agents, contractors or sub-contractors or anyone directly or indirectly employed by them in the performance of the Agreement under the relevant provisions therein.
- 15.4 The Contractor shall immediately inform the OPCW if its obligations under Article 15 are breached by any of its employees, agents, contractors or sub-contractors in the performance of the Agreement. Any breach of obligations under Article 15 is considered a serious breach of the Agreement.
- 15.5 The obligations under Article 15 shall survive any termination, expiration or non-renewal of this Agreement.

#### **Article 16 Legal Status of the Contractor**

- 16.1 The Contractor shall be considered as possessing the legal status of an independent contractor with the OPCW. Nothing contained herein or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The Contractor's personnel shall, under no circumstances, be considered as the OPCW Personnel, even when working on the premises of the OPCW.

#### **Article 17 Sub-contractors**

- 17.1 The Contractor shall not sub-contract, assign, transfer, pledge or make any other disposition of the Agreement or of any part thereof or of any of the Contractor's rights, claims, liabilities or obligations under this Agreement without prior written consent of the OPCW.
- 17.2 The OPCW shall have the right to require withdrawal of any sub-contractor assigned to perform any part of the Services. The Contractor shall be solely responsible for all the services and obligations performed by its sub-contractors. The terms of any sub-contract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of this Agreement.

#### **Article 18 Assignment**

- 18.1 Except as provided in Article 18.2 below, the Contractor may not assign, transfer, pledge or make any other disposition of the Agreement, of any part of the Agreement, or of any of the rights, claims or obligations under the Agreement except with the prior written authorisation of the OPCW.
- 18.2 The Contractor may assign or otherwise transfer the Agreement to the surviving entity resulting from a reorganisation of the Contractor's operations, provided that:
- 18.2.1 such reorganisation is not the result of any bankruptcy, receivership or other similar proceedings; and



- 18.2.2 such reorganisation arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; and
- 18.2.3 the Contractor promptly notifies the OPCW about such assignment or transfer at the earliest opportunity; and
- 18.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of this Agreement, and such writing is promptly provided to the OPCW following the assignment or transfer.

#### **Article 19 Agreement Documents**

- 19.1 The following documents constitute this Agreement between the Parties:
- (a) This main Agreement document;
  - (b) Annex A: OPCW General Terms and Conditions for the Purchase of Services;
  - (c) Annex B: Technical Specifications dated 15 December 2017; and
  - (d) Annex C: [Contractor's proposal].
- In case of any omissions, inconsistencies or conflicts between the Agreement documents, the Agreement documents shall prevail in the order listed above.
- 19.2 The Agreement shall constitute the entire relationship between the Parties regarding the subject-matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties with respect to the subject-matter hereof.
- 19.3 After termination of this Agreement, Articles 13, 14 and 15 hereof and the provisions of Article 5 (Privileges and Immunities), Article 12 (Confidentiality) and Article 21 (Settlement of Disputes) shall remain in full force and effect.

In Witness Whereof, the duly authorised representatives of the Parties have signed this Agreement.

For and on behalf of the OPCW:

For and on behalf of the Contractor:

\_\_\_\_\_  
Ahmet Üzümcü  
Director-General

\_\_\_\_\_  
[NAME]  
[TITLE]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date