

## **Bureau international des poids et mesures**

### **Call for tenders**

#### **Dynamic vapor sorption (DVS) instrument**

**The deadline date for receipt of tenders is 23/10/2026**

## INSTRUCTIONS TO TENDERERS

### Dynamic vapor sorption (DVS) instrument

SEVRES - FRANCE

|                                                |
|------------------------------------------------|
| <b><i>B.I.P.M.</i></b>                         |
| Pavillon de Breteuil<br>92312 Sèvres<br>France |

## Preamble

The International Bureau of Weights and Measures (BIPM) in Sèvres, France, is an intergovernmental scientific organization whose mandate is to provide the basis for a coherent system of measurements throughout the world, traceable to the International System of Units (SI). It has an international staff of over 70. Further information about the BIPM can be found on the website: [www.bipm.org](http://www.bipm.org).

## 1. PURPOSE AND OBJECT OF THE CALL FOR TENDERS

This Call for Tenders concerns the supply of a dynamic vapor sorption (DVS) instrument for water vapor sorption isotherms and kinetics, including gravimetric balance, humidity and temperature control, control and analysis software, computer hardware, installation, training, warranty and maintenance options.

## 2. TERMS AND CONDITIONS OF THE CALL FOR TENDERS

### 2.1 Composition of the Call for tenders file

The Call for tenders file includes the following documents:

- Instructions to Suppliers;
- Technical specifications;
- Purchasing Conditions;
- Commitment notice (separate file).

### 2.2 Legal value of the Call for tenders

All Call for tenders shall be treated by the Suppliers as a request to negotiate or an invitation to make an offer with the purpose of entering into a contract with the BIPM at a later stage. It is the Supplier's responsibility to familiarize itself with the work to be performed, conditions and terms of reference, location of work, programme and any other issue requiring consideration in order that the offer will be firm and comprehensive. If the Supplier departs from these specified terms of reference and requirements, this could result in a breach of the Tender process and the offer will not be considered.

### 2.3 Duration of validity of the tenders and legal value

A Tender shall be regarded as an "offer" described as a clear statement of the terms under which the Supplier submitting it intends to be bound by it. Tenders shall remain valid for ninety (90) calendar days from the deadline for their receipt. Tenderers must demonstrate they possess any professional certifications required to carry out the work described under a specific Call for tender.

### 2.4 Additional information

Suppliers should contact the BIPM ([achats@bipm.org](mailto:achats@bipm.org)) to arrange a site visit. Failure to attend a site visit shall not be deemed to be a reason for lack of knowledge of the site, of access to and from the site nor of any other element which may affect tender pricing, methods of operation or the application of the contract which would have been ascertained from a site visit.

Any requests for further information following the site visit must be submitted by email only to [achats@bipm.org](mailto:achats@bipm.org), not later than five (5) calendar days before the deadline for the receipt for the tenders.

The answers given to such requests will be circulated to all concerned tenderers and, if applicable, will be published on the BIPM website.

## **2.5 Acceptance and rejection of the tenders**

There is no commitment from the BIPM to accept any tender or part thereof. The BIPM reserves the right to accept tenders with non-substantial defects and to reject tenders received after the deadline for receipt, without indemnity or justification.

## **2.6 Modification or cancellation of a Call for tenders**

The BIPM reserves the right to modify or cancel all or part of the Call for tenders, should the need arise, without having to justify its decision and without giving tenderers any right to compensation.

## **2.7 Extension of the deadline to receive the tenders**

The BIPM may, at its discretion, extend the deadline to receive the tenders. In that case, all the tenderer's and the BIPM's rights and duties and in particular Article 2.3 above will be subject to this new deadline.

## **2.8 Expenses**

No reimbursement of expenses or remuneration related to the preparation for any tenders shall be made by the BIPM.

## **2.9 Confidentiality**

The Call for tenders and any further information communicated to a tenderer or which come to its knowledge in the course of the tender process is confidential, may be legally privileged and is the property of the BIPM.

The BIPM reserves the right to have all material and documentation, in whatever format, returned at the end of the Call for tender process.

Suppliers and any other individual in possession of such information are not authorized to retain copy, disseminate, distribute or use such information or any part thereof.

### 3. PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS

#### 3.1 Presentation and conditions for submission

Tenders shall:

- be submitted in compliance with the conditions in article 3.2;
- be submitted before the deadline date for receipt of tenders as defined on the first page (page 1).

Tenders received after the deadline for receipt specified above and tenders which do not abide by the Technical specifications and Terms of Reference, shall be rejected.

#### 3.2 Contents of the tenders

The tenders **must** be written entirely in English or French and include the following documents in **electronic copy (achats@bipm.org)**:

- The duly signed Call for tenders file, consisting of:
  - instructions to suppliers;
  - technical specifications; and
  - purchasing conditions;
- A detailed technical and financial offer (no overall price);
- Any other supporting documents.
- **Two originals** of the duly completed and signed commitment notice;
- The financial statements of the Supplier for the three last years;
- All certificates identifying the Supplier including its name, address, registration number or equivalent, date founded, legal form and any other information that it may deem relevant;
- The names of at least three institutions or contact persons willing to provide independent evaluations of similar services;
- A detailed report setting up the means and structures the Supplier proposes to implement in order to fulfil its obligations;
- Professional insurance certificate;
- URSSAF certificate (for companies based in France).

Any tender shall include everything necessary for the complete execution of a contract (insurance, transport, guarantees). Charges for items essential to the performance of the contract but not identified in the tenders will be borne by the selected Supplier.

#### **4. MEETING WITH SUPPLIERS**

The BIPM reserves the right to organize meetings and request the suppliers to specify the content of their tenders.

#### **5. SELECTION CRITERIA**

The main criteria for selection are as follows:

- Review of the offers and bids to assess their compliance with the technical specifications and terms of reference;
- Technical evaluation and assessment;
- Financial assessment of the price tendered;
- Quality of the tender and of the proposed services;
- Timeline;
- Assessment of the "best combined offer".

#### **6. INFORMATION TO TENDERERS**

All tenderers will be informed, whenever possible, of the decision made concerning their tenders.

For the tenderer

Date .....

Name .....

Title .....

Signature

\* \* \*

## TECHNICAL SPECIFICATIONS

### Dynamic vapor sorption (DVS) instrument

SEVRES - FRANCE

|                                                |
|------------------------------------------------|
| <b><i>B.I.P.M.</i></b>                         |
| Pavillon de Breteuil<br>92312 Sèvres<br>FRANCE |

## 1. Executive summary of the project

*Replacement of the ageing SMS DVS Intrinsic with a modern dynamic vapor sorption (DVS) instrument dedicated to water vapor sorption isotherms and kinetics to support the BIPM laboratory work programme on the characterisation of high purity organic substances (hygroscopicity and stability). Typical samples are 1–50 mg powders/solids with small mass uptakes, requiring a very accurate microbalance and very good humidity and temperature control. High throughput is not required; water vapour only is required (organic vapours explicitly not required). The purchase includes the gravimetric analyser (balance, humidity generation, temperature control, sample chamber), control and analysis software, computer hardware, installation, initial maintenance and training. Trade-in of the existing DVS Intrinsic including removal is foreseen (cf. §6.10).*

## 2. Description of the current situation

### 2.1 Premises and/or concerned offices

*The new DVS instrument shall be installed in the Chemistry laboratories (S2 gravimetry room in the MC building). The existing DVS Intrinsic is currently in the premises and will be removed via trade-in.*

### 2.2 Constraints

*Delivery and installation shall be programmed by late 2026 / early 2027, to be agreed with BIPM staff]. The main users will be present during installation and training. Special circumstances beyond BIPM control (transport, customs) shall be taken into account.*

### 2.3 Available Devices / Resources

*Standard laboratory power (220/230 V) and laboratory data infrastructure (network, backup) are available. Nitrogen supply to be confirmed – tenderer to state required inlet pressure 2.5–10 bar, purity, flow and fittings. Any specific utility (ventilation, bench load, space, conditioning) shall be stated by the tenderer.*

### 2.4 Tour of the premises

*Those submitting tenders are able to request a tour of premises prior to the deadline for receipt of tenders (via [achats@bipm.org](mailto:achats@bipm.org)).*

## 3. Analysis and management of risks

*Purchase is subject to final budgetary decisions. Identified risks: laboratory readiness / gas supply, transport/customs delays, drift/baseline instability if sited poorly (vibration, temperature swings), and software/IT integration.*

## 4. Description of the supplies/works needed

*Supply, delivery, installation and commissioning of a gravimetric DVS analyser for water vapour sorption/desorption isotherms and kinetics on 1–50 mg samples, including microbalance, humidity generation and temperature control, sample chamber/pans, control and analysis software and computer hardware. Installation, initial maintenance and training included. Detailed specifications in §6. Single-sample capability compliant; multi-sample capability not required. Water vapour only required; organic-vapour capability must not inflate the base offer (cf. §6.8). Tenderers may include alternative solutions provided the base offer meets §6. Single complete supply, no split lots.*

## 5. Deadlines

*Requests for information and site visits can be made before 17/10/2026. Deadline for receipt of tenders is 23/10/2026. Installation to be programmed late 2026 / early 2027 in agreement with BIPM staff.*

## 6. Technical specifications

The system shall meet the specifications below. The tenderer shall clearly indicate how each requirement is met and provide supporting datasheets and, where appropriate, representative water-isotherm/kinetics data.

**[M] Mandatory** requirements are minimum pass/fail requirements. **[S] Scored** requirements contribute to the technical evaluation, with performance beyond the minimum considered favourably. The technical evaluation shall place greatest emphasis on **microbalance accuracy and stability**, followed by **RH and temperature control**.

### 6.1 General platform – gravimetric water-vapour DVS

**6.1.1 [M]** Benchtop automated dynamic gravimetric vapour sorption analyser, flow-based, using a microbalance to measure samples exposed to controlled water vapour. The system shall support water-sorption/desorption isotherms and kinetics. A single-sample instrument is acceptable and preferred where it provides the required accuracy. The tenderer shall state the measurement principle, flow path, chamber volume and footprint.

**6.1.2 [M]** Water vapour capability shall be provided. Organic-solvent vapour capability is not required and its absence shall not be penalised. The tenderer shall state the water-reservoir type, filling/cleaning, drainage and contamination protection.

**6.1.3 [M]** Fully automated isotherm and kinetic sequences shall allow unattended overnight/weekend operation, including automatic drying/preconditioning, programmable end-point criteria and shutdown. The tenderer shall state sample capacity, software queuing and remote-monitoring capability.

### 6.2 Balance – very accurate microbalance for 1–50 mg samples

**6.2.1 [M]** The balance shall provide sufficient resolution and short-term stability for accurate measurement of water uptake from 1–50 mg samples. The balance resolution shall be  $\leq 0.1 \mu\text{g}$ . The tenderer shall state the short-term noise/repeatability under defined conditions and the baseline drift over 24 h. **[S]** Finer resolution, lower noise and lower drift will be scored favorably.

**6.2.2 [M]** Maximum load shall be  $\geq 0.5 \text{ g}$ , including pan. Automated internal mass calibration shall be available. The tenderer shall state the calibration procedure, frequency and applicable certificates. **[S]** A humidity-validation/reference procedure, such as a certified sorption reference or deliquescence reference, shall be available as standard or option.

**6.2.3 [M]** The instrument shall provide suitable protection against vibration, temperature fluctuations and air currents and shall include appropriate balance-chamber/enclosure temperature control covering at least 20–40 °C. The tenderer shall state temperature accuracy/stability and environmental/bench requirements. **[S]** Improved temperature stability and reduced sensitivity to environmental disturbances will be considered.

### 6.3 Humidity generation and control – very good RH control

**6.3.1 [M]** The system shall provide minimum 10–90% RH over 20–40 °C, with RH resolution of 0.1% and accuracy of  $\pm 1\%$  RH, validated using appropriate reference materials or methods. The tenderer shall state the humidity-generation/control principle, gas requirements, flow range and consumption,

pressure and fittings, and the effect of flow rate on equilibration. [S] Improved RH accuracy, stability and resolution will be considered.

**6.3.2 [M]** Programmable RH steps, ramps, holds and multiple sorption/desorption cycles shall be available. Method end-points shall be based on  $dm/dt$  and/or fixed time, with adjustable criteria suitable for 1–50 mg samples. In-line RH and temperature shall be recorded. The tenderer shall state the available criteria/ranges, defaults and chamber-uniformity data.

#### **6.4 Sample handling for 1–50 mg**

**6.4.1 [M]** Suitable inert sample pans shall be provided for 1–50 mg powders and solids, with simple tare, loading and cleaning. The tenderer shall state available pan materials, volumes, tare masses and maximum sample dimensions.

**6.4.2 [S]** Automated blank-pan sorption correction is preferred.

#### **6.5 Software, hardware and data management**

**6.5.1 [M]** A software suite shall control balance, RH/T, gas flow, sequencing, diagnostics and maintenance functions. Routine methods shall be programmable. Analysis shall include sorption/desorption isotherms, kinetics, equilibrium uptake, hysteresis and overlays, with export to common formats including Excel/CSV/PDF. The tenderer shall state the supplied computer/workstation specifications and operating system.

**6.5.2 [M]** English-language hardware/software documentation, manuals, SDS and relevant certificates shall be provided.

#### **6.6 Environmental conditions, safety and installation**

**6.6.1 [M]** The system shall operate correctly under normal laboratory conditions of approximately 19–25 °C and 20–80% RH using standard electrical supply. The tenderer shall state the required environmental conditions.

**6.6.2 [M]** Appropriate safety features shall be provided, including enclosure/interlocks, hot-surface protection where applicable, and protection against over-pressure, flooding and water/gas leaks.

**6.6.3 [M]** The tenderer shall state bench-space requirements, weight, power, gas pressure/purity/fittings/consumption, water requirements, ventilation, waste and network requirements. The system shall be suitable for a standard analytical laboratory without building modifications beyond normal bench/gas provision.

#### **6.7 Costed options**

The tenderer shall separately price relevant options, including multi-sample carousels/trays, higher-throughput configurations, pre-heating/in-situ conditioning where not standard, additional measurement capabilities, starter consumables, reference materials, spare-parts kits and extended temperature/RH ranges.

#### **6.8 Variant or alternative offer**

Alternative instrument/configuration offers may be submitted provided that they are complete, independent solutions and meet the same mandatory requirements. Differences from the main offer shall be clearly identified.

## 6.9 Trade-in

The tender may include a separately stated trade-in value for BIPM's existing DVS instrument (Surface Measurement Systems DVS Intrinsic, 2007), including removal from site. The base offer shall remain compliant without trade-in.

## 6.10 Training

**[M]** Installation and at least one day of on-site training for up to four people shall be included, covering instrument/software operation, water isotherms and kinetics,  $dm/dt$  methods, maintenance and troubleshooting. English-language material shall be included. Additional training days or remote assistance sessions shall be separately priced.

## 6.11 Acceptance tests

**6.11.1** Acceptance testing shall be performed at BIPM within eight weeks following installation and training using vendor-supplied references/controls and one BIPM sample type. Testing shall be designed for limited operator time, with unattended runs where appropriate. Failure to meet the requirements below shall be remedied through optimisation, re-validation, replacement parts or re-training within eight weeks.

**6.11.2 Test 1 – Balance stability:** An empty/tared pan shall be monitored at 25 °C and 20% RH under flow for 24 h. No unexplained steps/jumps shall occur and drift shall be consistent with the stated 24-h value (§6.2.1).

**6.11.3 Test 2 – RH accuracy:** Humidity performance shall be verified using an appropriate vendor validation procedure, such as a deliquescence reference (e.g. NaCl at approximately 75.3% RH at 25 °C) or certified sorption reference. The result shall meet the vendor's specified tolerance and the  $\pm 1\%$  RH minimum requirement.

**6.11.4 Test 3 – Representative water isotherm:** A sorption/desorption isotherm shall be measured on a vendor control and/or BIPM powder at approximately 22 °C, using an appropriate RH sequence such as 20–80–20% RH with  $dm/dt$  end-points. Duplicate steps/samples shall demonstrate uptake repeatability within  $\pm 10\%$ , or meet the applicable vendor reference value/certificate. Kinetics shall be recorded.

## 6.12 Warranty

**[M]** A minimum one-year warranty covering parts, labour, travel, balance/sensor defects and software updates shall be included. The tenderer shall state technical-support arrangements, response time and helpdesk availability.

## 6.13 Maintenance

**[M]** Costed maintenance options shall be provided for the post-warranty period, from basic annual preventive maintenance through comprehensive coverage of balance, RH/T sensors, flow controllers and electronics. Annual and four-year options shall be provided where available. The tenderer shall state response times, uptime/loaner provisions and routine maintenance requirements. Low-maintenance operation beyond routine water refill/cleaning is preferred.

#### 6.14 Delivery and commissioning

**[M]** Delivery shall be to BIPM under the specified Incoterm (cf. Purchasing Conditions). The tenderer shall state lead time, installation and commissioning duration and provide all required technical and operational documentation in English.

The system shall be suitable for normal laboratory operation at approximately 18–25 °C and 20–80 % relative humidity.

For the Tenderer

Date .....

Name .....

Title .....

Signature

\* \* \*

**PURCHASING CONDITIONS**

**SEVRES - FRANCE**

|                                                 |
|-------------------------------------------------|
| <b><i>B.I.P.M.</i></b>                          |
| Pavillon de Breteuil<br>92 312 Sèvres<br>FRANCE |

Note: The Contractor is the selected tenderer

### **1. Acknowledgement of orders**

The acknowledgment of the Bureau international des poids et mesures (hereinafter also the BIPM) orders implies the Contractor's acceptance of the present Purchasing Conditions.

The Purchasing Conditions are constituted by the general conditions herein and any specific conditions mentioned by the BIPM in its order.

The BIPM will only be bound by the order if it is written and issued by the BIPM's procurement services. The order, the specific conditions and the Purchasing Conditions are deemed accepted as soon as the Contractor accepts the order.

### **2. Information and data handed over**

The Contractor shall only use the information and data, oral or written (including software) obtained from the BIPM and/or its staff in the framework of the order's performance. All data and information are the BIPM's property; upon the BIPM's request, such data and information, and all copies, shall be immediately handed over insofar as such data and information are under written form, floppy disk or magnetic tape.

The Contractor shall not disclose any such data and information to any third body without the prior written agreement of the BIPM. The Contractor shall not declare the BIPM as its client and shall not use the BIPM's name and logos.

The BIPM remains the sole owner of the studies, surveys, samples and documents, whatever their nature is, handed over or sent by the Contractor to the BIPM in the framework of the order's planning and performance. The Contractor waives in advance any claim for payment with regard to these studies, surveys, samples and documents.

### **3. Equipments and devices made available to the Contractor**

The BIPM remains the sole owner of the equipments and devices (e.g. prototypes, tools, templates, moulds, gauges, plans, software, drawings, models and patterns, technical specifications, reports and all other kind of documents, stands and mountings) made available by the BIPM to the Contractor, as a loan, in order to allow it to perform its obligations.

Equipments and devices made available to the Contractor by the BIPM are under the Contractor's custody. It shall contract all insurances necessary for insuring all the risks associated with this custody. Insurance Certificates covering those risks shall be sent for information to the BIPM.

Whenever the properties of the Contractor are under a seizure procedure, it shall inform accordingly the BIPM and let the Bailiff know that the equipments and devices made available by the BIPM to the Contractor belong to the BIPM and are immune to any legal and administrative constraints.

### **4. Assignment**

The Contractor shall not assign or sub-let the order's performance, in all or part, without the BIPM's prior written agreement. If a sub-contracting contract is in force, the Contractor is still responsible for the complete performance of the order.

### **5. Price - Invoices - Payment**

Prices stated in the order are always to be considered as D.D.U. Incoterm, BIPM's headquarters. All freight and shipping expenses of goods, equipments and devices delivered to the BIPM are paid by the Contractor. The BIPM is in charge of all the import and customs procedures.

Upon delivery and acceptance of the goods and/or services and full performance of the order, the BIPM shall pay to the Contractor the unit prices stated in the order, within the stated milestones (30% on placing of order; 40% on delivery; and 30% after successful completion of acceptance tests). Pursuant to the immunities enjoyed by the BIPM, unit prices shall be franco, without customs taxes and any taxes.

Prices are firm and fixed.

The order's currency shall be Euro.

Payments shall be made by wire transfer or by bank cheque.

The Contractor is not entitled to any other sums than the ones it is entitled to pursuant to the order.

No partial invoicing is allowed, unless by prior agreement of the accounting services.

Invoices shall be in triplicate and shall be sent or hand-delivered to the BIPM, under separate and sealed envelopes bearing the mention "invoices". They shall be sent to the BIPM's accounting services. Invoices must always show the order's number and the delivery document(s)' number(s).

Unless agreed otherwise, payment shall be effected within 30 days of invoice's receipt at the BIPM, end of the month the 10th. Unless otherwise agreed, no advance payment shall be made further to the order's acceptance.

## 6. Shipment and packaging

Any delivery with a lorry shall be subject to the following conditions: maximum height: 3,60 metres and maximum authorized load: 10 tones.

Whatever the shipment mode and irrespective of any contrary clause, the Contractor is responsible for the condition of the ordered goods, equipments and devices, as well as for any consecutive damages.

Moreover, the Contractor shall make the necessary provision for sufficient packaging of the goods, equipments and devices, with a view to protecting them against the normal transportation's risks.

All parcels shall show in a conspicuous location: the order's number and the name of the BIPM's Section, as identified in the delivery address. The Contractor shall only hold the property of the packaging used for the shipment of goods, equipment or device delivered to the BIPM, if they show in a conspicuous location the Contractor's name and the deposit's value. The BIPM shall hold the property of any packaging it owns.

## 7. Delivery documents

Any delivery shall be accompanied by a numbered delivery document, in duplicate, which model can be imposed on the Contractor by the BIPM and showing the:

- shipment's date;
- BIPM recipient's Section, as identified in the delivery address;
- order's reference;
- Contractor's identification;
- identification of the goods, equipment and device delivered and, when applicable, identification by parcels;
- if need be, number of the box used for packing.

The delivery is acknowledged by the delivery of a receipt to the Contractor or by the signature of a copy of the delivery documents.

Any delivery without delivery documents showing all the requested information may be rejected and returned to the contractor at its own costs.

## 8. Delivery deadlines, penalties and alternative supplier

Delivery time: is fixed in the terms of reference starting from the notification of the order to the selected Contractor by the BIPM.

Unless otherwise agreed, deadlines are meant as goods, device or equipment delivered to the location specified in the order. If the order is not performed within the agreed upon deadlines, the BIPM reserves the right to terminate the order without any indemnity and further to a single notice by registered letter with recorded delivery, without prejudice to any action that could be exerted by the BIPM further to any total or partial failure of the Contractor to perform its contractual obligations.

Whenever the delivery deadlines are not abided by, the order may be declared null and void by the BIPM as above-mentioned and penalties shall be imposed on the Contractor calculated as follows:

$P = V * R / 1000$ , in which:

- P = the penalties' amount;
- V = the value of the performance items on which the penalties are calculated; this value equals to the value of the payment of part of the late performance items, or of the whole performance items, if the whole goods, equipment, or device cannot serve their agreed upon purpose due to the late delivery;
- R = number of days of delay.

Whenever the order is terminated, the penalties may be imposed until the eve (included) of the date of the termination's entry into force.

In addition to the penalties and without prejudice of the right of the BIPM to terminate the order, whenever the Contractor, further to a formal notice, did not do its utmost to perform the order within the agreed upon deadline, the BIPM shall be entitled to recover from the Contractor the additional costs incurred in procuring replacement goods, device or equipment from an alternative supplier.

## 9. Acceptance and Warranties

Delivered goods, equipment, device and/or services shall strictly conform, with regard to quantity and quality, to the terms of the order and its annexed documents. The acceptance of Goods, equipment, device and/or services delivered shall only be final and without reservation, further to an inspection by the BIPM of their technical specifications. When the acceptance is conditional until the Contractor rectifies defects or supplies replacement items, it will only be final when all and every defect are rectified. The information shown on the delivery documents are purely indicative in that respect.

The Contractor warrants that the delivered goods, equipment, device and/or services conform to the order and in particular to their proper use, as identified in the order or arising from their nature. It also warrants that they shall be of satisfactory quality, sound in design and in conformance in all respects with the state of art and norms and shall be free of defects in material, creation, conception or performance.

The Contractor is responsible for any damages linked to the performance of the order and shall indemnify for any damage or loss in connection with its defaulting performance. The Contractor shall contract an insurance policy covering all these risks. The Contractor shall hold the BIPM harmless against any counterclaim that could be made against the BIPM by third parties as a result of the performance of its obligations, with regard to its employees and properties, and generally speaking against any direct or indirect claim.

## 10. Work and services at the BIPM

When the order implies assembly, mounting, building and commissioning, the Contractor shall perform its full obligations under the order at its own risks. The Contractor shall strictly conform to and abide by the BIPM's Health and Safety Manual (or its equivalent).

## 11. Intellectual property rights

The BIPM retains the right to:

- Reproduce any results arising from the performance of the order (hereinafter the results) and any associated documents;
- Manufacture or order the manufacturing of any items, device or constructions which conform to the results arising from the performance of the order or any part thereof;
- Communicate to third parties the results, including the surveys' files, trials' reports, documents and information of any kind related to the performance of the order;
- Freely publish the results; this publication shall mention the name of the Contractor.

The Contractor shall not, without the prior and written agreement of the BIPM:

- use the results for trade purposes;
- communicate the results to third parties, with or without charge;
- publish the results. The publication shall not mention that the survey has been financed by the BIPM.

The Contractor shall communicate to the BIPM, upon request, all its knowledge resulting from the performance of the order, whenever licensed or not.

The BIPM shall consider the methods and know-how of the Contractor as confidential, unless these methods and know-how are part of the scope of the order.

Titles protecting existing inventions, inventions made or used under the performance of the order, cannot be opposed to the BIPM in order to prohibit their use.

The Contractor shall hold the BIPM harmless against any claim that could be made against the BIPM by third parties with regard to their intellectual, artistic or industrial property rights, pursuant to the performance of the order or the use of their results, in particular with regard to the right of reproduction.

The BIPM shall hold the Contractor harmless against any claim that could be made against the Contractor by third parties with regard to the use imposed, under the order's terms, on the Contractor of their intellectual, artistic or industrial property rights, proceeds and methods.

Further to any expression of claim by a third party against the Contractor or the BIPM, they shall do their utmost to put an end to any rights' infringement and give each other a mutual hand, in particular through communication of all evidences or useful documents they may hold or obtain.

## 12. Termination

The BIPM reserves the right to terminate the order without any notice or indemnity, without prejudice of any claim or action it may initiate in case of total or partial failure of the Contractor to perform its contractual obligations and/or if the Contractor underwent fraud or provided corrupt gifts in the framework of the call for tenders or the performance of the order.

Whenever the BIPM terminates the order, in part or in all, without any default on the part of the Contractor, it does not have to motivate its decision. In addition to the payment of performed items or fractions of performed items and to the reimbursement of any advance expenses (upon receipt of corresponding vouchers), the Contractor shall receive a fixed and final compensation amounting to a maximum of 3 % (three per cent) of the orders' balance; this amount excludes any additional compensation and includes in particular any Contractor's shortfall in earnings.

Whoever is responsible for the termination and whatever is its rationale, such termination shall be notified by registered letter with recorded delivery and be automatic, *ipso jure* and without any further formalities.

### 13. Applicable law and disputes' settlement

- 13.1 Given that the BIPM is an international organization, the dispute, controversy or claim shall be first decided in accordance with the provisions of the order and, should it be necessary, with French law. The order's provisions shall be given precedence over all Statutes, Rules and Regulations and any domestic law referred to in such provisions.
- 13.2 Any dispute arising out of the interpretation or performance of the order that could not have been settled through a mutual agreeable agreement within 15 (fifteen) days after due notice given by a party to the other, shall be referred to, and finally determined by, arbitration, pursuant to articles 13.3 to 13.6 below.
- 13.3 The arbitrator is chosen by the Parties by mutual agreement within 15 (fifteen) days after expiry of the mutual agreement deadline referred to in article 13.2.
- 13.4 If the Parties are unable to agree on an arbitrator within the deadline set out in article 13.3, the arbitrator will be randomly drawn within 8 (eight) days from the expiry of such deadline. Each party shall propose an arbitrator's name. Should one Party fail to designate an arbitrator or to show up when the draw takes place, the most active party shall do it on the last day of the 8 (eight) days deadline referred to above and shall seize the arbitrator immediately.
- 13.5 The arbitrator shall deliver its decision within 30 (thirty) days after receipt of the registered letter sent by the most active party and seizing him/her. He/she shall decide the case by applying the order's provisions and, in the alternative, the law applicable to the order. The place of arbitration shall be Paris (France). The languages to be used in the arbitral proceedings shall be English. The costs of the arbitration shall be determined by the arbitrator but shall not exceed the total price of the order. These costs shall be paid by the defaulting party.
- 13.6 The decision of the arbitrator shall be binding upon the Parties.

Read and approved

For the supplier

Date .....

Name .....

Title .....

Signature .....

\* \* \*