# REQUEST FOR QUOTATION

#### THIS IS NOT AN ORDER

To: ALL BIDDERS CTBTO Ref. No.: 2022-0113/Thorvaldsdottir

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

Attn.:

Phone: 09 Sep 22

Fax:

Email:

Title of Request: Provision of Expedition Equipment for OSI

**Deadline for Submission:** 26 Sep 22 **Vienna Local Time:** 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to quote the following items as per conditions listed below.

Item	Description and Requirements	Quantity	U/M
1	Eight person Expedition Tents	2	each
2	Four person Expedition Tents	2	each
3	Three person Expedition Tents	2	each
4	Two person Expedition Tents	2	each
5	Additional Footprint Groundsheets for	8	each
6	Spare Aluminium Alloy Tent Pegs in a ran	20	each
7	Self Inflating Sleeping Mats	20	each
8	Folding Chairs	20	each
9	Cold Weather Hats	40	each
10	Cold Weather Gloves	40	each
11	3 Season Sleeping Bags	20	each
12	Cold Weather Rain Jackets	20	each
13	Cold Weather Rain Trousers	20	each
14	Pairs Waterproof Gaiters	20	Pair
	All items listed above shall be in accordance with Annex B, Terms of Reference		

When preparing your quotation, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your quotation.

Yours sincerely,



Ragna Bjork Thorvaldsdottir Procurement Officer

# **ACKNOWLEDGEMENT FORM**

Solicita	ation No: 2022-0113	Closing Date:	26 Sep 22
Title:	Provision of Expedition Equipment for OSI	Vienna Local Time:	17:00

Procurement Staff: Thorvaldsdottir CTBTO Req. No.: 0010020393

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

# **WITHIN FIVE (5) DAYS**

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

# by email to procurement@ctbto.org

A: We shall s	submit our proposal		
		Company Name:	
Ву: _		Contact Name:	
	(date)		
		Email/Tel:	
R· We may s	ubmit and will advise		
D. We may o	ubilit ulla vill uavioc	Company Name:	
Ву: _		Contact Name:	
	(date)		
		Email/Tel:	
C: We will no	ot submit a proposal for the	e following reason(s)	
		• • • • • • • • • • • • • • • • • • • •	
our	current workload does not pe	ermit us to take on additional work at this time;	
we d	do not have the required expe	ertise for this specific project;	
insu	ifficient time to prepare a prop	per submission;	
othe	er (please specify)		
		Company Name:	
		Contact Name:	
		Email/Tel:	

#### Annex A

# PREPARATORY COMMISSION | preparatory commission for the comprehensive nuclear-test-ban treaty organization

# **General Conditions for Goods**

#### 1. DEFINITIONS

- (a) "The Commission" shall mean the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization acting as buyer.
- (b) "Goods" shall mean all goods, equipment, materials and/or other supplies including its packaging to be provided by the Seller under a Purchase Order.
- (c) "Seller" shall mean the provider of the Goods as specified in the Purchase Order, having the legal status of an independent contractor vis-à-vis the Commission.
- (d) "Taxes" shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

#### 2. WARRANTY

- (a) The Seller warrants that the Goods are new, free from defect and fit for its purpose.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods have been delivered and accepted. If the Commission transfers the title of the Goods to a third party during the warranty period, the right to enjoy the warranty shall be transferable to the new title holder.
- (c) If, during the warranty period mentioned in Sub-clause 2(b) above, the Goods are found to be defective or not in conformity with the specifications under the Purchase Order, the Seller shall, upon notification, promptly and at its own expense correct them. If it cannot be corrected, the Commission shall have the right, at the Seller's expense, to either demand replacement of the defective item, or receive appropriate reimbursement, or have the defective item repaired or otherwise procured from a third party.

#### 3. PACKING

The Seller shall comply with the packing instructions listed in the Purchase Order.

#### 4. INSURANCE

- (a) All Goods shall be fully insured in a currency acceptable to the Commission, against lost or damage incidental to manufacture or acquisition, transportation, storage and delivery. It shall cover 110 percent of the cost of the Goods, and from the date and place of shipment to the date and place of delivery, unless otherwise specified in the Purchase Order.
- (b) The Seller shall arrange and pay for the insurance, naming the Commission and the Seller as beneficiaries.

# 5. DELIVERY, TRANSPORTATION AND TAKEOVER/HANDOVER

- (a) Delivery of the Goods shall be made by the Seller in accordance with the terms of the Purchase Order, and the Goods shall remain at the risk of the Seller until delivery has been completed.
- (b) Transport of the Goods to the port of discharge or such other point in the country of destination and/or forwarding to the consignee, if any, door-to-door specified in the Purchase Order shall be arranged and paid for by the Seller.
- (c) Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Purchase Order, responsibility for the Goods will be handed over to the consignee or other designated entity.

#### 6. SPARE PARTS

If in accordance with the Purchase Order, the Seller is required to provide spare parts, in the event of termination of production of those after delivery of the Goods, the Seller is also required:

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

#### 7. INSPECTIONS AND TESTS

- (a) The Commission and/or its designees shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications.
- (b) The inspections and tests may be conducted on the premises of the Seller, at a point of delivery designated by the Commission and/or at the Goods' final destination. The Seller shall give at no charge all reasonable facilities and assistance to the Commission and/or its designees.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Seller shall either replace them or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission and/or its designees' right to inspect, test and reject at the point of delivery shall not be waived by reason of the Goods having previously been inspected, tested and passed by the Commission.

Nothing stated in this Clause shall release the Seller from any warranty under the Purchase Order.

#### 8. FAILURE TO PERFORM

If the Seller fails to perform any of its obligations, the Commission may inform in writing of the nature of the failure and declare the Purchase Order void, or provide an

additional period for the Seller to perform its obligations. In that case, if the Seller has not remedied the failure within the given time, the Commission may, by written notice, declare the Purchase Order void.

#### 9. LIQUIDATED DAMAGES

Without prejudice to Clause 14 below, if the Seller fails to deliver any or all of the goods within the time period specified in the Purchase Order, the Buyer may, without prejudice to any other rights and remedies, deduct from the contractual price a sum equivalent to 0.2 percent of the contractual price for each day until delivery, up to a maximum of 60 days.

#### 10. INDEMNIFICATION

The Seller shall indemnify, hold and save harmless and defend at its own expenses the Commission from and against all suits, claims, demands and liability of any kind, including costs and expenses, arising out of acts or omissions of the Seller.

The Seller declares that it does not know of any proprietary or intellectual property rights of third parties, which might be infringed in the execution of the Purchase Order. The Seller shall also indemnify according to this Clause should, contrary to the Seller's expectations, claims be raised against the Commission charging it with infringement of intellectual property rights.

The obligations of this Clause shall not lapse upon termination of the Purchase Order.

#### 11. PUBLICITY

The Seller shall not advertise, make public the fact that it is providing or has provided Goods for the Commission or use the name, emblem or official seal of the Commission or any abbreviation of the name of the Commission.

#### 12. EXPORT LICENCES

The Seller shall obtain an export licence or other governmental authorization if required for the Goods. In the event of failure to obtain such a licence or authorization, the Commission may declare the Purchase Order void.

#### 13. ASSIGNMENT OR SUBCONTRACTING

The Seller shall not assign, transfer, pledge, subcontract or make other disposition of the Purchase Order or any part thereof, except with the prior written consent of the Commission.

#### 14. FORCE MAJEURE

In the event of force majeure, the Seller shall give immediate notice in writing to the Commission, if the Seller is thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order. On receipt of the notice, the Commission shall at its sole discretion grant the Seller a reasonable extension of time in which to perform its obligations or terminate the Purchase Order on the same terms as are provided for in Clause 16 "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

# 15. INSOLVENCY AND BANKRUPTCY

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

#### 16. TERMINATION

The Commission may terminate the Purchase Order in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Seller.

# 17. ARBITRATION

- (a) In the event of any dispute arising out of the interpretation or application of the terms of the Purchase Order or any breach thereof it shall be settled in accordance with the arbitration rules established by UNCITRAL as at present in force. The number of arbitrators shall be one. The arbitration shall be in Vienna, Austria, and it shall be conducted in the English language. The governing law of the Purchase Order is the United Nations Convention on Contracts for International Sales of Goods (Vienna, 1980).
- (b) The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

#### 18. PRIVILEGES AND IMMUNITIES

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

#### 19. TAX EXEMPTION

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

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#### ANNEX B

#### TERMS OF REFERENCE

# FOR THE PROVISION OF EXPEDITION EQUIPMENT FOR OSI

#### 1. BACKGROUND INFORMATION

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

The Commission outlines here the Terms of Reference (hereinafter referred to as the "ToR") that the Supplier shall use as a basis for the provision of a range of expedition equipment items (hereinafter also referred to as the "Goods") for use by the On-Site Inspection Division.

#### 2. SCOPE

This project aims to provide a range of 'Expedition Equipment' including lightweight tents, clothing and support equipment for use in On-Site Inspection Field Tests and Exercises. This initial procurement will be to assess suitable equipment for evaluation purposes with a view to procure additional equipment in the future.

# 3. GENERAL REQUIREMENTS

- Two 'eight person' expedition tents
- Two 'four person' expedition tents
- Two 'three person' expedition tents
- Two 'two person' expedition tents
- Additional 'footprint' groundsheets for all tents
- Spare aluminium alloy tent pegs in a range of sizes
- 20 self inflating sleeping mats
- 20 folding chairs

- 40 cold weather hats
- 40 cold weather gloves
- 20 '3 Season' sleeping bags
- 20 Cold weather rain jackets
- 20 Cold Weather rain trousers
- 20 Pairs Waterproof Gaiters

# 4. SPECIALIZED REQUIREMENTS

# - Eight Person Tent x 2

Geodesic Design Construction
Maximum Weight 15Kg Total
Packed Size 35 x 90 cm
Minimum 2 entrance doors
7000mm Hydrostatic Head Flysheet
12mm (minimum) Aluminium Alloy Poles
Expedition / 4 Season Rated

# - Four Person Tent x 2

Geodesic Design Construction Maximum Weight 7Kg Total Packed Size 25 x 80 cm Minimum 2 entrance doors 7000mm Hydrostatic Head Flysheet 9mm (minimum) Aluminium Alloy Poles Expedition / 4 Season Rated

# - Three Person Tent x 2

Geodesic Design Construction
Maximum Weight 5Kg Total
Packed Size 20 x 80 cm
Minimum 2 entrance doors
7000mm Hydrostatic Head Flysheet
8.5mm (minimum) Aluminium Alloy Poles
Expedition / 4 Season Rated

# - Two Person Tent x 2

Geodesic Design Construction
Maximum Weight 4.5Kg Total
Packed Size 20 x 50 cm
Minimum 2 entrance doors
7000mm Hydrostatic Head Flysheet
9.5mm (minimum) Aluminium Alloy Poles
Expedition / 4 Season Rated

# Additional Tent Pegs

72 Pegs Length 18cm, 13g per peg

Terms of Reference for OSI Expedition Equipment 2022

'Y' Profile Construction Aluminium Alloy Material

72 Pegs Length 15cm, 9g per peg 'Y' Profile Construction Aluminium Alloy Material

72 Pegs Length 18cm, 13g per peg 'Y' Profile Construction Aluminium Alloy Material

70 Pegs Length 13cm, 10g per peg 'V' angle Construction Aluminium Alloy Material

# - Self Inflating Sleeping Mat x 20

Minimum 10cm PU Foam Insulation Maximum Weight 3Kg Total Size 190 x 70 x 10 cm minimum

# - Folding Camping Chairs x 20

Steel Frame Construction
Padded seat and back rest
Maximum User Weight 110Kg
Maximum chair weight 4.5Kg
Pack Size 110 x 25 cm maximum
Storage Bag

# - Cold Weather Hat x 40 (20 Medium & 20 Large)

Waterproof and breathable construction Integral Peak with wire Fleece lining Weight < 100g Fold-away ear coverings

# - Cold Weather Gloves x 40 (10 Medium, 20 Large, 10 Extra Large)

Waterproof and breathable construction 60g Gore Tex Construction Touch Screen Compatible Durable reinforced palm

# - 3 Season Sleeping Bag x 20

Minimum 3 Season Rated (to 0°C) 3000g Polyester filling Full length side and foot zip 215cm x 80 cm minimum Supplied with Compression Stuff Sack

# - Cold Weather Rain Jacket x 20 (5 x Medium 10 x Large 5 x Extra Large)

Gore Tex Construction

Terms of Reference for OSI Expedition Equipment 2022

Hood with stiffened peak
Fully Taped Seams
Adjustable hem with drawcord
Adjustable cuffs and hood
Internal and external zippered pockets
Two-way front zip

# - Cold Weather Rain Trousers x 20 (5 x Medium 10 x Large 5 x Extra Large)

Gore Tex Construction
Full length 2 way side zips
Fully Taped Seams
Adjustable and elasticated waistband
Articulated knees
Zippered pockets

# - Waterproof Gaiters x 20 (5 x Size Medium, 15 x Size Large)

Gore Tex Construction Front Zip and Velcro Closure Underfoot Strap Approx 250g in weight

# - DELIVERY TERMS AND WORK SCHEDULE

All items under the Purchase Order shall be delivered in full to the CTBTO, Vienna International Centre, PO Box 1200, 1400, Vienna, Austria by 15 October 2022.



preparatory commission for the comprehensive nuclear-test-ban treaty organization

Vienna International Centre P. O. Box 1200 A-1400 Vienna Austria

www.ctbto.org

# **INSTRUCTIONS TO BIDDERS**

OTHER REQUIREMENTS:				
Electric	ity:			
Volt:	Europe standard	Hz: Europe standard	phase AC:	Europe standard
Langua	ge:			
LCD display, Operating System and all documentation, including Installation and Operating Manuals, shall be in the				
English language.				
Spare Parts:				

If spare parts are normally delivered with the equipment but are not mentioned in our list, please include in your quotation the minimum quantity required for one year of operation, keeping in mind that their value shall not exceed 10 per cent of the value of the equipment.

	CONDITIONS
Delivery Terms (INCOTERMS 2020) and Destination	<ul> <li>DAP (Delivered at Place duty unpaid, VAT paid), door-to-door delivery to CTBTO, Vienna International Centre, Vienna, Austria.</li> <li>Provision of Expedition Equipment for OSI (hereinafter referred to as the "Goods")</li> <li>Please note that all deliveries must include insurance for the Goods.</li> </ul>
The Price	The price quotation shall include the costs of the Goods as well as estimated delivery costs, including packing, handling, insurance, shipment, customs clearance and local delivery) to the Vienna International Centre, Vienna, Austria.
Currency Taxes	Please quote in EURO or US\$ only.  In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes will be reimbursed by the Commission upon submission of the original supporting documentation. "Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the purchase order, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.
	(1) For Austrian companies  The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order in respect of the Goods shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.  (2) For European Union (EU) Companies  The price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order in respect of the Goods shall be quoted separately or separately identified on the Proposal together with

Insurance	information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).  (3) For Non-EU Companies  Price quoted shall be net of Taxes. All applicable Taxes payable by the selected bidder at the conclusion or implementation of the Purchase Order in respect of the Goods shall be quoted separately or be separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. For deliveries to Vienna, Austria, and due to the Tax exemption at source applicable to the Commission, no Taxes shall be charged to the Commission under the Purchase Order.  Insurance to be included in the quotation must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the
	delivery is completed. The insurance shall be in the name of the bidder and the Commission.
Validity of Quotation	Minimum 90 days as of the <b>Closing Date</b>
General Conditions	General Conditions for Goods (See Annex A)
Privileges & Immunities	Nothing in or relating to the Purchase Order shall be deemed to constitute an express or implied waiver of any Privileges and Immunities of the Commission.
Payment Terms	Within 30 days of receipt and acceptance of the Goods and of the following documents:
	<ol> <li>Invoice(s) showing the firm fixed price of the Goods and actual delivery costs (door-to-door) to the CTBTO at Vienna International Centre, Vienna, Austria. The Supplier shall submit the invoice(s) in 1 (one) original and 2 (two) copies or electronically, from the Supplier's official e-mail address in PDF format, duly signed and stamped by the Supplier and submitted to payments@ctbto.org. Each invoice shall contain detailed banking instructions, including the name and address of the Supplier's bank, account number, account holder's name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer and actual pre-paid transportation and insurance cost (if applicable);</li> <li>Air Way/Way Bill and Packing List (as applicable);</li> <li>A copy of the invoice(s) from the forwarding agent supporting the actual delivery costs indicated on the Supplier's invoice (as and if applicable);</li> <li>Delivery Notice acknowledged by designated Receiving Area at Vienna International Centre, Vienna, showing all the items delivered;</li> <li>Acknowledgement Copy of the Commission's Purchase Order with Supplier's signature; and</li> <li>Any other relevant documents.</li> <li>Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the Taxes are levied is not the currency of the Purchase Order, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentatio</li></ol>
Other Documents	Please submit, jointly with the Quotation, the following documents (attached hereto):  - the Bidder's Statement, duly completed;
	- the Vendor Profile Form, in case you haven't submitted to the Commission in the past two years; and
	- the Statement of Confirmation, duly signed.

#### **OTHER INFORMATION**

- 1. The Commission reserves the right to accept or reject bidder's quotation, partially or entirely, and to annul this procurement process at any time prior to award of the Purchase Order, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Commission's action.
- 2. The bidder shall include in its quotation documentary evidence of its qualifications to perform the Purchase Order which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the Purchase Order in its entirety and to provide spare parts and other necessary on-going services as required.
- 3. The bidder shall bear all the costs associated with the preparation and submission of the quotation and the Commission shall not be responsible or liable for those costs, regardless of the conduct or outcome of this RFQ.
- 4. The bidder's price quotation shall be submitted in the English language, together with relevant technical literatures in duplicate, which shall also be in English.
- 5. The bidder's quotation shall be typed or written in indelible ink and signed by an official legally authorized to enter into contracts on behalf of their organization. The quotation shall not contain any inter-lineation, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the quotation.
- 6. The goods and services (if any) to be rendered under the Purchase Order shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this RFQ. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.
- 7. Not later than 7 days before the deadline for submission of the quotations, any request for clarifications relating to the RFQ documents shall be emailed to <a href="mailto:procurement@ctbto.org">procurement@ctbto.org</a>, attention to Procurement Staff in charge of this matter referred to in the RFQ cover letter. If such requests are addressed to others or if additional information is obtained from others, it may lead to disqualification of the bidder. No requests for clarifications will be entertained after this time.
- 8. From the deadline for submission of quotation until the written notification of award, no bidder shall contact the Commission on any matter relating to its quotation, except when responding to a request from the Commission for clarification. Any effort to influence the Commission in its evaluation of the quotation(s) or its award decision shall result in the rejection of the quotation.
- 9. The Commission shall evaluate the compliance of the quotations with the RFQ requirements. Subject to its technical compliance, the quotations shall be examined for its contractual compliance and commercial acceptability. Based on the mentioned evaluation, the Commission will determine the quotation which is the "least costly technically acceptable". Deviation, if any, from the Commission's terms and conditions might be a factor in the decision of award. The Commission also reserves the right to split the award for this project if so deemed desirable.
- 10. In case of an award, the following documents shall govern the Purchase Order and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:
  - (a) The Purchase Order
  - (b) The Commission's General Conditions for Goods (Annex A)
  - (c) The Commission's Terms of Reference (Annex B)
  - (d) The bidder's quotation shall be included as Annex C, if applicable

# Use of former Preparatory Commission for the CTBTO ("Commission") employees in the preparation of Ouotations:

A Bidder must <u>not</u>, in the absence of prior written approval from the Commission, permit a person to contribute to, or participate in, any process relating to the preparation of a Quotation or the procurement process if the person:

- a. At any time during the 12 months immediately preceding the date of issue of the Solicitation was an official, agent, servant or employee of, or otherwise engaged by the Commission;
- b. At any time during the 24 months immediately preceding the date of issue of the Solicitation was an employee of the Commission personally engaged, directly or indirectly, in the definition of the requirements, project or activity to which the Solicitation relates.

The quotation shall be submitted in writing to the email address below:

# procurement@ctbto.org

Bidders shall take note of the attached price schedule instructions when submitting the quotation.

Should there be items on our list that you cannot include in the quotation, we would appreciate you marking them, and returning the information to us, together with the names of any potential bidder(s) known to you. Please do this even if you cannot submit a quotation for any of the items and kindly don't forward the RFQ to any other parties without our knowledge.

Please confirm, within 5 working days, the receipt of this RFQ and your confirmation whether you will submit a quotation by the closing date mentioned herein.

# Attachments:

- The Commission's General Conditions for Goods
- The Commission's Terms of Reference
- CTBTO Member States
- Statement of Confirmation
- Vendor Profile Form

# BIDDER'S STATEMENT PLEASE STATE BELOW & SUBMIT WITH QUOTATION

Delivery Time:
Shipping weight (kg) and Volume (m <sup>3</sup> ) – if applicable:
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick):   For one year period  For a period of
Warranty period applicable (it shall be for a <b>minimum of 24 months</b> , starting from the acceptance of the goods/services by the Commission) – please tick below:
Availability of local service in Vienna, Austria (if any):
State country of origin or assembly of all items quoted:
Quantity discount and early payment discount (if any):
Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.
Included in this quotation : Yes No
Confirmation that the bidder has reviewed the Commission's General Conditions for Goods and agreed to all terms and conditions.  Yes No Remarks:
With regards to the software provided with the equipment, state and confirm whether the software licenses are transferable to third parties, i.e. the Commission or the Commission's State Signatories (Member States).  Yes No Not applicable  Remarks:
Name:
Name & Title of Contact Person:
Signature & date:

# SAMPLE OF PRICE SCHEDULE

- 1. The Price Schedule must provide a detailed cost breakdown for each item. Delivery costs, and other estimated costs (e.g. customs duties, VAT, etc.) shall be quoted separately.
- 2. Technical descriptions for each proposed item must provide sufficient detail to allow the Commission to determine compliance of Bid with specifications as per Terms of Reference and/or Technical Specifications of this RFQ.
- 3. Currency: Please quote in EURO or US\$ only.
- 4. The format shown below shall be used in preparing the price quotation. The format uses a specific structure that may or may not be applicable but is indicated to serve as an example only.

	Price Schedule:  RFQ for Goods/Equipment				
Item No.	Description of Item	Qty.	Unit	Cost per Unit	Total Cost per item
	Item 1				
	Item 2				
	Item X				
	Item Y				
	Item Z				
		_			
	EQUIPMENT TOTAL	ID			
	OTHER COSTS (if any)				
	SUBTOTAL				
	Estimated or Firm Fixed Delivery Costs*				
	Estimated Taxes, if applicable*				
	GRAND TOTAL (DDU or DDP as per the RFQ)				

Signature of Bidder:

Date:

#### \*Note:

- 1. Please show costs for delivery and taxes separately.
- 2. Delivery costs shall include packing, handling, insurance, shipment, custom clearance and local delivery to final destination.
- 3. Applicable taxes, when authorized prior to the award of the order, will be reimbursed by the Commission on the basis of actual amounts paid and documented.
- 4. Make it clear that the quoted charge is an estimate, by indicating "Estimate" or "Approx." or "Firm Fixed"
- 5. Estimated costs (other than taxes) shall mean that the Commission shall pay the actual cost, not to exceed the estimate by more than ten (10) percent, in the event of an order.

Please be informed that all open competitive tenders of the CTBTO are available on the Web.

For more information, please visit <a href="http://www.ctbto.org/procurement">http://www.ctbto.org/procurement</a>

#### **CTBTO Member States**

Morocco

Myanmar

Netherlands

Nicaragua

New Zealand

North Macedonia

Papua New Guinea

Republic of Korea

Russian Federation

Saint Kitts and Nevis

Saint Vincent and the

Sao Tome and Principe

Republic of Moldova

Namibia

Nauru

Nepal

Niger

Niue

Nigeria

Norway

Panama

Paraguay

**Philippines** 

Oman

Palau

Peru

Poland

Qatar

Portugal

Romania

Rwanda

Samoa

Senegal

Seychelles

Singapore

Slovakia

Slovenia

Spain

Sudan

Sri Lanka

Suriname

Switzerland

Taiikistan

Thailand

Sweden

Sierra Leone

Solomon Islands South Africa

Serbia

Saint Lucia

San Marino

Grenadines

Mozambique

Afghanistan Ethiopia Albania Fiji Algeria Finland Andorra France Angola Gabon Antigua and Barbuda Gambia

Argentina Georgia Armenia Germany Australia Ghana Austria Greece Azerbaijan Grenada Bahamas Guatemala Bahrain Guinea Bangladesh Guinea-Bissau Barbados Guvana Belarus Haiti

Belgium Holy See Belize Honduras Hungary Benin

Bolivia (Plurinational State of) Iceland Bosnia and Herzegovina Indonesia Iran (Islamic Republic of) Botswana

Brazil Iraq Ireland Brunei Darussalam Bulgaria Israel

Burkina Faso Italy Burundi Jamaica Cambodia Japan

Jordan Cameroon Canada Kazakhstan Cabo Verde Kenya

Central African Kiribati Republic Kuwait

Chad Kyrgyzstan Chile Lao People's Democratic

China Republic

Colombia Latvia Comoros Lebanon Congo Lesotho Cook Islands Liberia Libya Costa Rica Cote d'Ivoire State of Liechtenstein Croatia Cuba Lithuania Cyprus Luxembourg

Czech Republic Madagascar Democratic Republic of the Malawi Malaysia Congo Denmark Maldives Djibouti Mali Dominican Republic Malta Marshall Islands Ecuador Mauritania Egypt El Salvador Mexico

Timor-Leste **Equatorial Guinea** Micronesia, Federated States of Trinidad and Tobago

Eritrea Monaco Togo Mongolia Tunisia Estonia Eswatini Montenegro Turkey

Turkmenistan Tuvalu Uganda Ukraine

**United Arab Emirates** United Kingdom

United Republic of Tanzania United States of America

Uruguay Uzbekistan Vanuatu Venezuela Vietnam Yemen Zambia Zimbabwe

#### STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization):	, I her	reby
attest and confirm that:		

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

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

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

Name (print):	Signature:	
Title/Position:		
Place (City and Country):	Date:	

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

VENDOR PROFILE FORM (VPF) – FO	R PRODUCTS/SERVICES	S/WORK
1. Name of Company:		
2. Street Address:	3. Telephone:	
P.O. Box: City:	4. E-Mail:	
Zip Code: Country:	5. Website:	
6. Contact Person:	Title:	
7. Legal Status (e.g. Partnership, Private Limited Compan	y, Government Institution)	
8. Year Established:	9. Number of Employees:	
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Export Turnover (	US\$m)*:
12. Type of Business/Products: Manufacturer Sol Other (please explain)	le Agent Supplier	
13. Type of Business/Services/Work: Engineering Other (please explain)	Civil Work Governmen	tal Institution
14. References (your main customers, country, year and tec	chnical field of products, servic	es or work): **
15. Previous Supply Contracts with United Nations Organiz	zations (over the last 3 years)**	k
Organization: Value in US\$	Equivalent:	Year:
Organization: Value in US\$	Equivalent:	Year:
16. Summary of any changes in your company's ownership	during the last 5 years:	

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

17. List of Products/Services/Work offered:				
Product/Service/Work #	Product/Service/Work # Product/Service/Work Description			
18. This section shall be <b>signed and stamped</b> by a your organization:	an official legally authorized to ent	er into contracts on behalf of		
Name: Title:	Signature:	Date:		
Bank Details	Beneficiary Details			
Bank Name:	Beneficiary Name:			
Bank Address:	(exactly as stated on bank statements	)		
	IBAN: (if applicable)			
Exact Account Holder Name:	Account number:			
	SWIFT/BIC:			
	ABA/Sort Code:			
Additional Datailana man				
Additional Details (if applicable)				
Correspondent bank:				
Correspondent account number:				
Correspondent SWIFT/BIC:				
Tax Identification Number:				
	CTBTO USE ONLY Initials	Date:		
Evaluated by.	muais	Date.		
Updated By:	Initials	Date:		
Remarks:				

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