

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2022-0068/Hasan *MaC Hi*
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn.:

Phone:

Fax:

Email:

Date: 23 Aug 22

Title of Request: Supply of new lead shielding.

Deadline for Submission: 23 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 bid the following items as per conditions listed below.

Item	Description and Requirements	Quantity	U/M
1	Lead Shielding Brand/Model: Kolga LLC A307-4M or equivalent Technical Specifications: - Overall: Height 477 mm Width 381 mm - Cavity: Diameter 152.4 mm Depth 254 mm - Outer Jacket: 6.4 mm thick low carbon steel - Shield: 101 mm low background lead ~27 Bq/kg - Weight: ~665 kg - Finish: Epoxy Paint - Rigid stand with adjustable feet to maintain unit level for easy install and remove the detector. Delivery Destination: Bruyères-le-Châtel, France.	3	each

When preparing your bid, 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 bid.

Yours sincerely,



Sally Alvarez de Schreiner
Chief, Procurement Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2022-0068	Closing Date: 23 Sep 22
Title: Supply of new lead shielding.	Vienna Local Time: 17:00

Procurement Staff: Manzurul Hasan

CTBTO Req. No.: 0010019795

 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 submit our bid	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

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

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

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

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

This Invitation to Bid (ITB) is for the provision of goods/services/works as described in the attached Technical Requirement/Terms of Reference.

The Bid shall meet all the Technical Specifications and be submitted in accordance with these Instructions for Preparation and Submission of Bids.

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) Purchase Order;
- (b) General Conditions for Goods (Annex A to the Purchase Order);
- (c) The Bidder's Offer (Bid) (Annex B).

2. Documents included in this Invitation to Bid (ITB)

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids, including the Bidder's Statement and Price Schedule Form
- (c) Vendor Profile Form
- (d) Statement of Confirmation
- (e) General Conditions for Goods (Annex A)
- (f) List of CTBT Member States

3. Amendment of the ITB Documents

At any time prior to the closing date for submission of Bid, the Commission may, for any reason, modify the ITB documents by amendment. The Commission may consider extending the deadline in order to allow adequate time for considering the modifications in the preparation of the Bid.

4. Language of the Bid

The Bid and all correspondence and documents relating to it shall be in English.

5. Format and Submission of the Bid

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

The Bid shall be submitted electronically to procurement@CTBTO.ORG

- (a) in three separate pdf files:
 - one containing the Financial Bid *with* prices,
 - one containing the Financial Bid *without* prices, and
 - one containing the Technical Bid,

The subject of the email shall contain the following:

NAME OF THE PROJECT: [Description indicated in Letter of Invitation]

CTBTO REFERENCE No.: [Description indicated in Letter of Invitation]

No pricing/financial information shall be included in the Technical Section of the Bid. Note however that a complete list of the items being offered (without the prices) shall be included in the Technical Section of the Bid.

- (a) The Bid shall be received by the above-mentioned addressee not later than the closing date indicated in the Letter of Invitation.

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case, no later than 7 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org

Subject: Request for Clarifications re ITB No. 2022-0068

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

Except in the case of responding to an ITB clarification, no bidder shall contact the Commission on any matter relating to the Bid after its submission and until the award of the Purchase Order. Any attempt to influence the Commission in its evaluation of the Bid or the award decision may result in rejection of the Bid.

7. Eligible Goods and Services

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 ITB. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price based on the Commission's Purchase Order. The terms and conditions of payment are as follows:

Within 30 days of receipt and acceptance of the goods/services and of the following documents:

- (1) Invoice(s) showing price of equipment/goods, pre-paid packing and handling, transportation and freight, insurance, customs clearance and local delivery in France. The Supplier shall submit an invoice electronically, from the Supplier's official e-mail address in PDF format, duly signed and stamped by the Supplier and submitted to the Commission's email address specified in the Purchase Order. Each invoice shall contain the Purchase Order number (CTBTO and SAP numbers), 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 & insurance cost (if applicable);
- (2) Acknowledgement Copy of the Purchase Order with the Supplier's signature;
- (3) A copy of the documents reporting the result of equipment Acceptance Testing, approved and counter-signed by the Commission and/or the end-user (if applicable);
- (4) The Supplier's certificate, counter-signed by the Consignee/end-user, confirming the successful delivery of the equipment (if applicable); and
- (5) Any other relevant documents.

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 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.

9. Content of the Bid

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

The Bid shall be composed of the following separate parts:

I. Technical Bid; and

II. Financial Bid;

providing, but not limited to, the following information:

PART I: TECHNICAL BID

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

a) Personnel

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

b) Documents Establishing the Eligibility and Qualifications of the Bidder

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:
 - (a) That, in the case of a Bidder offering to supply goods under the Purchase Order which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
 - (b) That the Bidder has the financial, technical, and production capability necessary to perform the Purchase Order.
- (ii) Expertise of the Firm/Organization: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.
- (iii) Management Structure and Key Personnel: This section shall provide information about the management structure and include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. Curriculum Vitae (CVs) should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.
- (iv) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the Purchase Order during its stated full term.

c) Bidder's Statement, Statement of Confirmation and Vendor Profile Form

The attached Bidder's Statement, Statement of Confirmation and Vendor Profile Form shall be duly filled-in, signed and submitted together with the Bid.

d) Specifications

The Bid shall include a detailed description of the items proposed and include relevant technical literature.

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

e) Manufacturer's Part Number

The Bid shall include the Manufacturer's Part Number for each Good required by the Commission under this ITB.

f) Sub-Contractors

The Bid shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories.

g) Insurance

Insurance to be included in the Bid 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 supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

h) Delivery Schedule

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

PART II: FINANCIAL BID

- a) The Bid shall include the costs of the equipment/goods, packing and handling, insurance, transportation and freight, customs clearance (if applicable) and local delivery to France. The delivery terms shall be DAP (Delivered At Place; Incoterms 2020) door-to-door Bruyères-le-Châtel, France.
- b) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) *For Austrian companies*

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

(2) *For European Union (EU) Companies [FOR PURCHASE FROM EU COUNTRIES]*

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

(3) *For Non-EU Companies (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)*

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

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

10 Completeness and Correctness of the Bid

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

11 Evaluation of the Bid

- (a) The technical evaluation shall include the following evaluation criteria:
- (i) compliance with the technical specifications;
 - (ii) supplier's qualifications;
 - (iii) delivery schedule.

- (b) The Financial Bid of bidders passing the technical evaluation shall be evaluated as follows:
- (i) contractual compliance;
 - (ii) commercial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Bid which is the “*least costly technically acceptable Bid*”. Bidders are expected to comply with all the provisions of the Commission’s General Conditions of Goods. Any deviation to these provisions may be a factor in the Commission’s award decision.
- (d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission’s request for clarification and the Bidder’s response shall be in writing.

12 Correction of Errors

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

13 Validity of the Bid

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

14 Negotiations of the Bid and Award

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the Purchase Order under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing.

15 Modification and Withdrawal of Bid

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

16 The Commission’s Right to Reject the Bid

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

17 Right to Vary Requirements at the Time of Award

At the time of award of a Purchase Order, the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

18 Costs of preparation and submission of the Bid

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

19 Proprietary Information

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

20 Use of former Preparatory Commission for the CTBTO (“Commission”) employees in the preparation of Bids

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

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

BIDDER'S STATEMENT
PLEASE FILL THIS FORM & SUBMIT WITH THE BID

Delivery Time:

Shipping weight (kg) and Volume (m³) – if applicable:

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

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

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

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 Bid : **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:

Price Schedule Form

The Bidder is required to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed cost breakdown of all goods and related services to be provided, from unit price to total prices.

Cost Breakdown per Item:

Item	Description	Quantity	Unit Price EUR/USD*	Total Price EUR/USD*
Total Price in EUR or USD (DAP, door-to-door, excluding taxes**)				

* Specify either EUR or USD

** Please see the Instructions for Preparation and Submission of Bids about any applicable taxes (i.e. Sections 8 “Type of Contract and Payment” and 9 “Content of the Bid – Part II: Financial Bid”)

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.

CTBTO Member States

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

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

** Please provide supplementary documentation on these items.

17. List of Products/Services/Work offered:

Product/Service/Work #	Product/Service/Work Description

18. This section shall be **signed and stamped** by an official legally authorized to enter into contracts on behalf of your organization:

Name: _____ Title: _____ Signature: _____ Date: _____

Bank Details

Bank Name:
 Bank Address:
 Exact Account Holder Name:

Beneficiary Details

Beneficiary Name:
(exactly as stated on bank statements)
 IBAN:
(if applicable)
 Account number:
 SWIFT/BIC:
 ABA/Sort Code:

Additional Details (if applicable)

Correspondent bank:
 Correspondent account number:
 Correspondent SWIFT/BIC:
 Tax Identification Number:

FOR CTBTO USE ONLY

Evaluated By: _____ Initials _____ 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.