

REQUEST FOR QUOTATION

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0068/Rahman⁶¹
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn.:

Phone:

Fax:

Email:

Date: 28 Mar 24

Title of Request: REGULAR AND EMERGENCY MAINTENANCE SERVICES, DEPLOYABLE
SPARE PART KITS, CLEANING AND CERTIFICATION OF FIELD AIR
CONDITIONERS UNITS

Deadline for Submission: 18 Apr 24

Vienna Local Time: 17:00

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

Item	Description and Requirements	Quantity	U/M
1	Annual Servicing of Field Air Condition, as per the attached Terms of Reference	1	Lot

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,


Sally Alvarez De Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2024-0068	Closing Date: 18 Apr 24
Title: REGULAR AND EMERGENCY MAINTENANCE SERVICES, DEPLOYABLE SPARE PART KITS, CLEANING AND CERTIFICATION OF FIELD AIR CONDITIONERS UNITS	Vienna Local Time: 17:00

Procurement Staff: Fazal Rahman

CTBTO Req. No.: 0010024158

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 proposal	
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 proposal 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 TO BIDDERS

Request For Quotation No. 2024-0068/RAHMAN

OTHER REQUIREMENTS:	
Electricity:	
Volt: Europe standard	Hz: Europe standard phase AC: Europe standard
Language:	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	N/A: Services Provision of: <i>REGULAR AND EMERGENCY MAINTENANCE SERVICES, DEPLOYABLE SPARE PART KITS, CLEANING AND CERTIFICATION OF FIELD AIR CONDITIONERS UNITS</i> (hereinafter referred to as the “Services”)
The Price	The price quotation shall include pricing on a per unit/ per activity basis of the goods and services required in the Terms of Reference - all required services and materials, including but not limited to, transportation to/from the site of the Contractor’s staff. The quotation shall include firm fixed prices as indicated above for the initial period of 1 year and 2 optional extensions of 1 year each.
Currency	Please quote in EURO or US\$ only.

Taxes	<p>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.</p> <p><i>(1) For Austrian companies</i></p> <p>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/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.</p> <p><i>(2) For European Union (EU) Companies [FOR PURCHASE FROM EU COUNTRIES]</i></p> <p>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/services shall be quoted separately or separately identified on the Proposal together with information on the nature of the Tax and its method of calculation. Due to the VAT exemption applicable to the Commission, no VAT will be charged to the Commission by the EEC Suppliers under the Contract (Ref. EU VAT Council Directive 2006/112/EC, Article 151).</p> <p><i>(3) For Non-EU Companies (FOR PURCHASE FROM NON-EU OR NON-EUROPE COUNTRIES)</i></p> <p>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/services shall be quoted separately or be separately identified on the Proposal together with information on the nature of the tax and its method of calculation.</p>
Insurance	Insurance to be included in the quotation must be for All Risk, covering 110% of the cost of the equipment proposed, if applicable , 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 Closing Date
General Conditions	General Conditions of Contract (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.
Type of Contract and payment	The Commission intends to conclude firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.
Other Documents	<p>Please submit, jointly with the Quotation, the following documents (attached hereto):</p> <ul style="list-style-type: none"> - the Bidder’s Statement, duly completed; - the Vendor Profile Form, - 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), which is available in the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.
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 procurement@ctbto.org, 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.
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 of Contracts (Annex A)
 - (c) The Commission's Terms of Reference (Annex B)
 - (d) The bidder's quotation (Annex C)

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

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 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:

- 1) Letter of Invitation
- 2) These Instructions bidders
- 3) Bidder's Statement Form
- 4) The Commission's General Conditions of Contract, incorporated herein by reference available at this link: [Microsoft Word - CTBTO General Conditions of Contract 08-10-2021 final clean.docx](#)The Commission's Terms of Reference (Annex B)
- 5) Bidders Statement and Statement of Confirmation
- 6) Vendor Profile Form

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

Delivery Time:
Shipping weight (kg) and Volume (m ³) – if applicable:
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> 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: <input type="checkbox"/> For a two year period <input type="checkbox"/> For a period of
Note: The provisions of article 28 of the Commission's General Conditions of Contract apply to the services to be provided under the Purchase Order, wherever it is referred to "Goods" it shall read "Services".
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 <input type="checkbox"/> No <input type="checkbox"/>
Confirmation that the bidder has reviewed the Commission's General Conditions of Contract, and the Commission's Terms of Reference, and agreed to all terms and conditions. Yes <input type="checkbox"/> No <input type="checkbox"/>
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 <input type="checkbox"/> No <input type="checkbox"/> Not applicable <input type="checkbox"/>
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 Annex B 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
1	Cleaning, annual check, maintenance and certification of the Field Air Conditioner Units, in reference to Section 2. a. of Annex B	1	EA		
2	Repair services for defective units, in reference to Section 2. b. of Annex B	1	EA		
	Item X				
	Item Y				
	Item Z				
	OTHER COSTS (if any)				
	SUBTOTAL				
	Estimated Taxes, if applicable*				
	GRAND TOTAL				

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 "**Firm Fixed**"

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

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

ATTACHMENT 1

Technical Evaluation Matrix and Method

Bidders are requested to complete the below table and add any further information in support of their Bid. The information provided will form an integral part of the technical evaluation process.

Section 1: TECHNICAL EVALUATION:

Criteria for Mandatory items	Mandatory (Y/N)	Offered (Y/N)	Comments (kindly complete)
General requirements contractor			
Contractor has experience with Dantherm or similar field air conditioner unit maintenance – Ref. in Annex B: section 2.	Y		
Contractor is certified for air conditioner and heat pump maintenance and repair services – Ref. in Annex B: section 2.	Y		
Technicians are certified and have at least 3 years of experience working in this field – Ref. in Annex B: section 2.	Y		

Section 2. EVALUATION METHODOLOGY AND AWARD

1. The technical evaluation will be conducted against the criteria outlined in section 1 above, on a PASS/FAIL basis.
2. Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated for their financial acceptability and contractual compliance.
3. Based on the above criteria and method, the Commission will determine the Quotation(s), which is the “least costly technically acceptable” subject to contractual and commercial acceptability. Acceptance of the Commission’s Model Contract and General Conditions of Contract may be considered in the decision of award.

MODEL CONTRACT

(Shopping Cart No.)
(SAP No.)

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

THE NAME OF THE CONTRACTOR

for

REGULAR AND EMERGENCY MAINTENANCE SERVICES,
DEPLOYABLE SPARE PART KITS, CLEANING AND CERTIFICATION OF
FIELD AIR CONDITIONERS UNITS

This Contract comprises this cover page, a table of contents, 8 (eight) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

March 2024

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MODEL CONTRACT

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

The Parties hereto mutually agree as follows:

1 DEFINITIONS

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

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

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

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

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

“**Contractor**” means the legal entity named in the preamble of this Contract or its successors. The Contractor shall be the only interface for all matters pertaining to execution of the Work under this Contract.

“**Party(ies)**” means the Commission and/or the Contractor, as the context requires.

“**Rule(s)**” means any regulation(s), official directive(s), ordinance(s), guideline(s), customs and practices.

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

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

“**Work Orders (‘WO’)**” mean orders issued by the Commission which specify the (parts or portions of) Work to be performed by the Contractor upon request by the Commission in accordance with Annexes B and C.

2 AIM OF THE CONTRACT

The aim of this Contract is to provide Services namely, Provision of **Regular and Emergency Maintenance Services, Deployable Spare Part Kits, Cleaning and Certification of Field Air Conditioners Units** on a Call-off Basis (hereinafter referred to as the “Work”) to the Commission.

3 ENTRY INTO FORCE AND DURATION OF THE CONTRACT

The Contract shall enter into force upon the date of the last signature by the authorized Representatives of the Parties (hereinafter referred to as the “**Effective Date**”) and shall be valid until the Parties fulfill all their obligations hereunder.

4 COMMENCEMENT AND COMPLETION OF THE WORK

- (a) The Commission shall have the right, but not obligation, to call off the Works in the form of WO within a period of three (3) years from the Effective Date (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of the Works (hereinafter referred to as “**Commencement Date**” and “**Completion Date**”, respectively) will be set out in the respective WO.
- (b) The Commission shall have the option to extend the Call-off Period two (2) times for one (1) year each, subject to the availability of funds, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Work at least one (1) month prior to the expiry of the relevant Call-off Period. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

5 STANDARD OF WORK

The Contractor shall perform the Work in a workmanlike manner in conformity with standard professional practices, using qualified personnel and in strict accordance with the Contract. The Contractor shall furnish the highest skill and judgement and cooperate with the Commission, including all the Commission's consultants and agents, in best furthering the interests of the Commission and the aim of this Contract. The Contractor shall provide efficient business administration and supervision, and it shall perform the Work in the best way and in the most expeditious and economical manner consistent with the requirements of the Contract.

6 RESPONSIBILITIES OF THE CONTRACTOR

- (a) The Contractor shall provide the Work described in Annexes B and C.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract.

7 ORGANISATION OF CONTRACT IMPLEMENTATION

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of the Work through the issuance of individual WOs in accordance with Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any

Work if not requested by the Commission through an WO. However, the Contractor may propose a WO for the Commission's evaluation.

- (b) The WO issued by the Commission shall be the basis for acceptance, invoicing and payment of any Work performed by the Contractor.
- (c) The performance of the Work shall be made in full in accordance with the respective WO. Partial service performance of a WO will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The Work shall be performed at the place and within the approved Work Plan specified in the relevant WO.
- (e) The Commission may revise a WO as and when it may deem necessary.

8 WARRANTY

- (a) The provisions of Clause 28 of Annex A shall apply to the Work performed by the Contractor.
- (b) The Contractor shall ensure that the Commission shall experience no loss of service or support level by sub-contractors or repair agents acting on behalf of the Contractor.

9 PERMITS, NOTICES, LAWS AND ORDINANCES

- (a) The Contractor shall obtain and pay for all permits and inspections necessary for the proper execution and completion of the Work that are customarily obtained upon execution of this Contract and that are legally required at the time the Quotation is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar.
- (b) The Contractor shall give all notices required by the nature of the Work.
- (c) If the Contractor notices that the Work or any part thereof required under this Contract is not in accordance with applicable laws and Rules, or with technical or safety standards, it shall promptly notify the Commission thereof in writing.

10 PROTECTION OF PERSONS AND PROPERTY

- (a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.
- (b) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury and loss to:
 - (i) all employees on the Commission's premises and all other persons who may be affected thereby;
 - (ii) all the Work, equipment, its spare parts, materials and supplies to be incorporated therein, whether in storage on or off the Commission's premises, which are under the care, custody or control of the Contractor or any of its subcontractors; and

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

11 RESPONSIBILITIES OF THE COMMISSION

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

12 CONTRACT PRICE

- (a) The Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, as follows:
 - (i) For each WO issued during the firm Call-off Period specified in Clause 4(a) above, the firm fixed unit prices pursuant to Annex C;
 - (ii) For each WO issued during the first optional extension of the Call-off Period specified in Clause 4(b) above, the firm fixed unit prices pursuant to Annex C;
 - (iii) For each WO issued during the second optional extension of the Call-off Period specified in Clause 4(b) above, the firm fixed unit prices pursuant to Annex C;

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

- (b) The firm fixed unit prices set out in Annex C shall be held fixed for the entire duration of the Contract.
- (c) The Contract Price shall cover all costs and expenses incurred by the Contractor for the full and proper performance of all relevant obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).
- (d) **[PLEASE IDENTIFY WHETHER TAXES ARE APPLICABLE UNDER THIS CONTRACT AND SELECT ONE OF THE FOLLOWING OPTIONS AT THE TIME OF AWARD]:**

The Contractor shall be reimbursed by the Commission for such taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 13(e) below.

OR

No Taxes are applicable under this Contract.

13 PAYMENT

- (a) The Contract Price shall be paid upon satisfactory completion of each deliverable for the Work and satisfactory completion of each WO and submission of the following:
 - i) Invoice drawn up in accordance with this Clause 13;
 - ii) Any other documentation that might be required under the applicable WO.
- (b) The Commission will make the payments to the Contractor on the basis of an invoice submitted by the Contractor as per Sub-Clause (d) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (c) The making of any payment hereunder by the Commission shall not be construed as an unconditional acceptance by the Commission of the Work accomplished by the Contractor up to the time of such payment.
- (d) The Contractor shall submit an invoice electronically, from the Contractor’s official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission’s email address specified in Clause 22 below. Each invoice shall contain the Contract number (CTBTO and SAP numbers), detailed banking instructions, including the name and address of the Contractor’s bank, account number, account holder’s name and SWIFT, IBAN and/or ABA codes for payment by electronic transfer.

[PARAGRAPH (e) BELOW ONLY APPLIES IF THERE ARE TAXES (SEE CLAUSE 12 (d) ABOVE). IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (e) SHOULD BE OMITTED.]

- (e) Applicable Taxes payable by the Contractor and/or its subcontractor(s) in respect of the Work 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 Contract, bank statements (or equivalent) showing the exchange rate used for the conversion should be submitted to the Commission, in addition to any other supporting documentation.

14 TEMPORARY SUSPENSION OF WORK

The Commission may, at any time, temporarily suspend the Work, in whole or in part, being performed by the Contractor under this Contract by giving 30 (thirty) days' advance notice in writing to the Contractor. The Work so suspended shall be resumed by the Contractor on the basis of a revised time schedule and on terms and conditions to be mutually agreed upon between the Parties.

15 DELAYS AND EXTENSION OF TIME

- (a) If the Contractor is delayed at any time in the progress of the Work by any act or omission of the Commission or by any of its employees, or by any other contractor employed by the Commission, or by changes in the Work ordered by the Commission, or by any causes beyond the Contractor's reasonable control, or by any other cause which the Commission determines may justify the delay, then the time for completion of the Work shall be extended by an amendment to this Contract in accordance with Clause 21 below for such reasonable time as the Commission may determine.
- (b) Any request for extension of the time for reasons referred to in Clause 15(a) above shall be submitted to the Commission not later than 20 (twenty) days after the commencement of the delay, otherwise said request shall be deemed to be waived. Such request shall state grounds for the delay and shall provide an estimate of the probable effect of such delay on the progress of the Work.

16 CONTRACTOR'S CLAIMS AND REMEDIES

In no event shall the Contractor make any claim against the Commission for or be entitled to additional costs or compensation resulting from any delays in the progress or completion of the Work or any portion thereof, whether caused by the acts or omissions of the Commission, including, but not limited to, damages related to overheads, loss of productivity, acceleration due to delay and inefficiency. The Contractor's sole remedy in such event shall be an extension of time for completion of the Work, provided the Contractor otherwise meets the requirements and conditions set forth in this Contract.

17 ENTIRE AGREEMENT

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

18 DISCREPANCIES

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

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

19 SEVERABILITY

If any term and/or provision of this Contract is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired thereby.

20 NO WAIVER

Failure by a Party to enforce a right shall not be deemed to be a waiver of that right unless otherwise expressly provided in this Contract.

21 CONTRACT AMENDMENT

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

22 TRANSMISSION OF NOTICES AND OTHER DOCUMENTS

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

- (a) The Commission:

For Contractual Issues:

Chief, Procurement Section

Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (CTBTO)

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For submission of invoices:

Accounts Payable

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

For invoices related enquiries:
Payments@ctbto.org

(b) The Contractor:

For Contractual Issues and Invoices and Related Enquiries:

Name:
Title
Address
Tel:
Email:

23 EFFECTIVENESS

- (a) Except as provided below, any communication in connection with the Contract will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery;
 - (ii) if by registered mail or courier, when received;
 - (iv) if by electronic communication, when retrievable by the Commission in document form.
- (b) A communication given under Clause 23(a) above that is received or becomes retrievable on a non-working day or after business hours at the seat of the Commission will only be deemed to be given on the next working day of the Commission.

IN WITNESS hereof, the duly authorized Representatives of the Parties have executed this Contract:

For and on behalf of **the PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION:**

Name and Position

Date: _____

Place: Vienna, Austria

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

Name and Position

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S QUOTATION

ANNEX B

TERMS OF REFERENCE

FOR THE PROVISION OF REGULAR AND EMERGENCY MAINTENANCE SERVICES, DEPLOYABLE SPARE PART KITS, CLEANING AND CERTIFICATION OF FIELD AIR CONDITIONERS UNITS

1. BACKGROUND INFORMATION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the “Commission”) operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. It provides timely data, assessments and other products and services to Signatory States of the Treaty.

More information on the Commission is available at www.ctbto.org.

In order to support the activities of the Commission, the Technology Support and Training Centre (TeST Centre) has been established at the site of the Austrian Institute of Technology, 2444 Seibersdorf, Austria. All On-Site Inspection’s (OSI) related equipment is being stored and maintained at this location.

As part of the standard maintenance and certification program of auxiliary equipment to preserve the operational capability of the units as well as to provide as needed repair and overhaul services for potentially defective units, the Commission seeks to establish a service contract for the provision of regular maintenance and certification of the field air conditioner units, emergency repair services and provision of deployable spare part kits (hereinafter referred to as the “Services”). The anticipated duration of the Contract is for an initial period of three (3) years and two (2) optional extensions of one(1) year each.

The number and type of Field Air Conditioner Units to be supported in the contractual period will vary as the Commission is expecting to obtain additional units in the period of 2024-25 as follows:

- Dantherm AC –M18 field Air Conditioning Unit: current holdings are Eighteen (18) units, expected to increase up to 30 units by the end of 2024
- Dantherm AC-M7 MKII field Air Conditioning Unit: Seven (7) units – number of units in service will decrease as some older units are replaced with AC-M18 units

Required services will be called off via Work orders issued by the Commission for each activity, as per section 4 below.

2. REQUIREMENT FOR THE CONTRACTOR AND CONTRACTOR'S TECHNICIANS

- Contractor has experience with Dantherm or similar field air conditioner unit maintenance.
- Contractor is certified for air conditioner and heat pump maintenance and repair services.
- Technicians are certified and have at least 3 years of experience working in this field.

3. REQUIRED SERVICES

a. Cleaning, annual check, maintenance and certification of the Field Air Conditioner Units shall include the following requirements:

- Functionality check of each unit and its major components.
- Check and refill of liquid and coolant levels as required.
- Check of possible leaks and defects of the units, repair of minor issues.
- Lubricate and cleaning of relevant components as required by the manufacturer's maintenance instructions.
- Change filters and other consumable units in accordance with the maintenance instructions.
- Clean and disinfect the heat exchangers, filters and other parts as recommended by the manufacturer
- Issue the annual certificate of maintenance for each unit in accordance with Austrian regulations.

b. Repair services for defective units:

In case of a defective unit, the Contractor shall provide on-site repair service performed in the Test Centre. This on-site repair service shall include initial inspection/ diagnoses of the defective unit and an estimate for the services, spare parts and cost required for the repair of the unit.

In case the unit can not be repaired on -site, the Contractor must provide a comprehensive cost estimate for the repair, including any additional transportation and handling costs. These additional costs will have to be agreed by the Commission prior to proceeding with repair/maintenance activities of the defective units.

4. REQUIRED MATERIALS

The Contractor shall provide all necessary equipment and material (including filters, cleaning materials and coolant refills required to perform the Services.

Upon request, the Contractor shall also provide deployable spare part kits (spare filters, cleaning materials etc.) to be used during deployed field activities.

5. ORGANIZATION OF WORK

The Commission shall have the right, but not the obligation, to call-off the services in the form of Work Orders (WO) during the contract term.

Initiating Work

Each WO shall be based on one (1) or more of the services described in these Terms of Reference under section 2 above. The Commission will forward WOs to the Contractor with adequate advanced notice and containing all necessary details, expected deliverables.

The Commission shall not be held liable for the performance of any service(s) which have been performed before the formal issuance of an WO to the Contractor.

6. DELIVERY TERMS

The Services shall be performed on site at the TeST Centre of the Commission (AIT, 2444, Seibersdorf, Austria). As the TeST Centre is located inside the AIT campus, access to the site and exact timing of the servicing shall be coordinated in advance with the designated Point of Contact of the Commission. The Commission will also provide help with material handling of the units (to and from the storage location to the servicing area).

7. MONITORING OF WORK

The Commission reserves the right to monitor the work of the Contractor to ensure that they have been performed properly. The Contractor shall provide details of designated personnel to gain access to the site at the TeST Centre.

8. OTHER

The Services shall include all the required services and materials, including but not limited to, transportation to/from the site of the Contractor's staff.

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) PLEASE INCLUDE A COPY OF THE CERTIFICATE OF INCORPORATION		
8. Year Established:	9. Number of Employees:	
10. Gross Corporate Annual Turnover (US\$m)*:	11. Annual Export Turnover (US\$m)*:	
12. Type of Business/Products: Manufacturer <input type="checkbox"/> Sole Agent <input type="checkbox"/> Supplier <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
13. Type of Business/Services/Work: Engineering <input type="checkbox"/> Civil Work <input type="checkbox"/> Governmental Institution <input type="checkbox"/> Other <input type="checkbox"/> (please explain)		
14. References (your main customers, country, year and technical field of products, services or work): **		
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**		
Organization:	Value in US\$ Equivalent:	Year:
Organization:	Value in US\$ Equivalent:	Year:
16. Summary of any changes in your company's ownership during the last 5 years:		

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

