



## REQUEST FOR PROPOSAL

---

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2026-0021/YUBOLKOSOL *AY*  
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

**E-mail:** procurement@ctbto.org

**Attn:**

Phone:

Fax:

Email:

**Date:** 7 Jul 26

**Subject:** Provision of Facilities Maintenance Services at the CTBTO TeST Centre, on a Call-off Basis

**Deadline for Submission: 20 Aug 26**

**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 submit a proposal that meets the requirements of the attached documents.

You are kindly requested to complete and return the acknowledgement form by email as soon as possible.

If you have any questions you should contact the email address indicated above.

Yours Sincerely,

Sally Alvarez De Schreiner  
Chief, Procurement Services Section

**ACKNOWLEDGEMENT FORM**

<b>Solicitation No:</b> 2026-0021 <b>Title:</b> Provision of Facilities Maintenance Services at the CTBTO TeST Centre, on a Call-off Basis	<b>Closing Date:</b> 20 Aug 26 <b>Vienna Local Time:</b> 17:00
---	---

**Procurement Staff:** Ajcharawan Yubolkosol

**CTBTO Req. No.:** 0010029068

 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

<b>A: We shall submit our proposal</b>	
By: _____ (date)	Company Name: _____ Contact Name: _____ Email/Tel: _____

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

<b>C: We will not submit a proposal for the following reason(s)</b>	
<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 PROPOSALS

### 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 Request for Proposal (RFP) is for the provision of services and supply and delivery of equipment as described in the Terms of Reference.

The Proposal shall meet all requirements stated in the Terms of Reference and be submitted in accordance with these Instructions for Preparation and Submission of Proposals. For this project, the Commission is seeking capabilities, which will ensure that the services are delivered and the tasks are accomplished expeditiously and at a reasonable cost.

### 2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals with its Attachments:
  - Attachment 1: Technical Compliance Matrix
  - Attachment 2: Evaluation Criteria and Method
  - Attachment 3: Financial Proposal Form
  - Attachment 4: Procedure for submission of electronic bids
- (c) Statement of Confirmation
- (d) Vendor Profile Form
- (e) The Commission's Model Contract and its Annexes A – B;
  - o The Commission's General Conditions of Contract (Annex A)
  - o Terms of Reference (Annex B)

Note: In the event of award, the Proposal will be incorporated as Annex C to the Contract.

### 3. Amendment of RFP Documents

At any time prior to the closing date for submission of Proposal, the Commission may, for any reason, modify the RFP 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 Proposal.

### 4. Language of the Proposal

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

**5. Format and Submission of the Proposal**

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

**The Proposal shall be submitted electronically according to the attached “PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS”.**

**Proposals sent by regular e-mail unless clearly submitted as electronically sealed offers as indicated above and following the instructions outlined in Attachment 4 will not be considered and may lead to the rejection of the bidder from the procurement process.**

The Proposal shall be received 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 RFP 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 be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)  
Subject: RFP No. 2026-0021 - Request for Clarifications

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

Except in case of responding to a RFP clarification, no bidder shall contact the Commission on any matter relating to the Proposal after its submission and until the award of the Contract. Any attempt to influence the Commission in its evaluation of the Proposal or the contract award decision may result in the rejection of the Proposal.

**7. Site Visit**

- To assist in the preparation of proposals, the Commission will organize a site visit to the CTBTO Technology Support and Training Centre (TeST Centre).

- **Schedule**

No.	Activity	Date & Time
1	Bidders' confirmation of site visit participation	22 July 2026, 17:00 CEST (Vienna)
2	Site Visit (Non-mandatory)	6 August 2026, 10:30 CEST (Vienna)
3	Deadline for Questions from Bidders	11 August 2026, 17:00 CEST (Vienna)
4	RFP Closing Date and Time	20 August 2026, 17:00 CEST (Vienna)

- Prior to submitting proposals, interested bidders will have the option (non-mandatory) to attend a site visit which will be organized by the Commission within the timeframe provided in the schedule above. This visit aims to provide bidders with an overview of the TeST Centre facilities, including the buildings, technical installations, and infrastructure to be

maintained under the Contract, and to allow bidders to better understand the scope and operational environment of the required services.

- Bidders are requested to provide a list of their representatives (full names and positions) who will attend the site visit. A maximum of two (2) participants per bidder is allowed. This list should be emailed to the Commission at [procurement@ctbto.org](mailto:procurement@ctbto.org) with the subject line “RFP No. 2026-0021 – Site Visit” no later than 22 July 2026. Each participant should bring photo identification document for identity verification and will be required to sign an attendance record. Participants will also undergo physical security checks to access the site and must adhere to the Commission’s health, safety, security requirements and any other orders, restrictions, and guidelines during the site visit.
- The site visits will be conducted in English. Questions raised for and during the site visit, along with related answers, will be shared with all participants and posted as part of standard clarifications to this RFP.
- Bidders shall bear all costs associated with attending the site visit; the Commission will not be responsible or liable for these costs, regardless of the conduct or outcome of this RFP. It is the sole responsibility of the Bidder to obtain and cover any costs related to visas or similar requirements for participants attending the site visit. The Commission will make no effort nor accept any responsibility for obtaining such visas or fulfilling similar requirements.

## **8. Eligible Goods and Services**

The goods and services (if any) to be rendered under the Contract 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](http://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.

## **9. Type of Contract and Payment Terms**

The Commission intends to conclude a contract for firm and optional call-off services based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 13 of the attached Model Contract.

NOTE: The Commission will not provide any advance payments or payments by letter of credit. The Commission’s standard payment terms are by bank transfer net thirty (30) days after acceptance of the contractor’s invoice and delivery of the goods and/or acceptance by the Commission of the services.

## **10. Preparation of the Proposal**

### **10.1 Use of former Commission’s employees in the preparation of Proposals**

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 Proposal or the procurement process if the person, at any time:

- a. During the 12 months immediately preceding the date of issue of the RFP was an official, agent, servant or employee of, or otherwise engaged by the Commission;

- b. During the 24 months immediately preceding the date of issue of the RFP 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.

## **10.2. Content of the Proposal**

The Proposal shall be composed of the following separate parts:

- I. **Technical Proposal;** and
- II. **Financial Proposal;**

providing, but not limited to, the following information:

### **PART I: TECHNICAL PROPOSAL**

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

#### **Section 1 – Contact Details**

The Proposal shall state the contact details and address (complete name, position, telephone and e-mail address) of the person/point of contact in dealing with this RFP on behalf of the bidder.

#### **Section 2 - Statement of Confirmation and Bidder's Statement**

The attached Statement of Confirmation and Bidder's Statement shall be duly signed and submitted together with the Proposal.

#### **Section 3 - Description of Services**

The Bidder shall provide its understanding of the Services and the operational requirements of the TeST Centre, together with a description of its proposed service delivery approach, organization, management structure, maintenance methodology, communication arrangements, and overall operational plan for the execution of the Services.

#### **Section 4 – Compliance with the Terms of Reference**

The attached Technical Compliance Matrix (Attachment 1) shall be duly completed and submitted as part of the Technical Proposal. This matrix provides a structured section-by-section response to each of the requirements of the Terms of Reference.

Bidders shall demonstrate or provide sufficient evidence to demonstrate competence and compliance with the requirements.

#### **Section 5 - Commission's Inputs**

Provide a description of the expected inputs/resources to be made available by the Commission and at what stage of the services.

#### **Section 6 – Mobilization, Implementation Plan and Time Schedule**

Provide a detailed mobilization and implementation plan, including the proposed timeline for contract commencement, personnel deployment, initial inspection activities, establishment of maintenance schedules and reporting arrangements, transition to full operational service, key milestones, deliverables, dependencies, and any risks that may affect the successful performance of the Services. The implementation plan should preferably be presented in the form of a Gantt chart.

**Section 7 - Qualifications**

Provide documentary evidence demonstrating the Bidder's qualifications and technical capability to perform the services required under this Contract. Documentary evidence shall include, as applicable, business registration certificates, trade licenses, insurance certificates, quality management certifications, and other documentation demonstrating compliance with the qualification requirements specified in the Terms of Reference.

The Bidder shall describe its relevant experience, expertise, and track record in carrying out similar services or works.

**Section 8 – References**

Provide at least 3 references related to implementing similar projects, including short project description, client name and contact details and performance records, if available. If after reasonable efforts, the Commission is unable to contact the client references provided by the bidder, the Commission may take the decision not to further consider the offer provided by the bidder.

NOTE: If applicable, and in addition to the above, previous performance records under past contracts with the Commission will also be considered in the decision of award.

**Section 9 - Personnel**

Bidders shall provide a list of key personnel proposed for the implementation of the services/works, including a brief description of their roles, responsibilities, and relevant professional experience. All personnel assigned to the project shall be appropriately qualified and possess working proficiency in the English language.

The Proposal shall identify the proposed Project Manager and key technical personnel, including their qualifications, certifications, years of relevant professional experience, and proposed roles under the Contract. The Proposal shall include Curriculum Vitae (CVs) for the proposed Project Manager and other key personnel, clearly highlighting their educational background, technical qualifications, professional certifications, and relevant experience in performing services of a similar scope and complexity and in accordance with the Terms of Reference. Documentary evidence of relevant professional qualifications and certifications shall be provided where available.

The Bidder shall be solely responsible for obtaining any work permits, visas, or other authorizations required for the personnel proposed to implement this project. The Commission shall neither make efforts nor accept responsibility for obtaining work permits, visas, or similar authorizations for the Contractor's personnel.

**Section 10 - Sub-Contractors**

If applicable, the Proposal shall include the names, legal status, addresses, and qualifications of any subcontractor(s) proposed to perform the services, together with a description of the scope of the subcontracted services. Otherwise, this section of the Proposal shall include a statement that no subcontractors are considered for the performance of the services.

Should subcontractor be proposed, bidders shall provide a statement confirming that it shall remain fully responsible for the performance of all subcontractors.

NOTE: All sub-contractors shall be legally established in one of the CTBT states signatories (the list is available on the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#)).

## **PART II: FINANCIAL PROPOSAL**

### **Currency**

All prices shall be defined in EURO.

### **Financial Proposal Structure and Pricing Requirements**

The Financial Proposal shall be submitted using the attached Financial Proposal Form (Attachment 3) and shall include all relevant firm fixed unit prices/lump sums necessary for the complete performance of the services in accordance with the Terms of Reference and the resulting Contract.

Please provide detailed information and breakdowns of each relevant item and any other additional costs not listed in Attachment 3. Additional items and detailed breakdowns of all costs can be provided within the spreadsheet or as separate documents part of the Financial Proposal. Note that clear and detailed explanations would enable us to evaluate the Proposal promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

Unless otherwise specified, all prices shall be firm and fixed and shall include all labour, supervision, administration, overheads, tools, equipment, consumables, transportation, insurance, and all other costs necessary to perform the Services.

Prices under Sections B and C in Attachment 3 shall be quoted separately for each Contract Year, including any optional extension periods specified in the Financial Proposal Form.

### **Taxes**

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. "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 Contract, 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 Contract 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.

(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 Contract 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).

(3) For Non-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 Contract 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. 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.

**11. Completeness and Correctness of the Proposal**

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

**12. Validity of the Proposal**

The Proposal 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.

**13. Correction of Errors**

The Commission will check the Proposal 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.

**14. Evaluation of the Proposal**

(a) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that ‘most effectively satisfies the technical and operational requirements set out in the solicitation documents’.

(b) The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

**15. Negotiations of the Proposal and Award**

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

**16. Modification and Withdrawal of the Proposal**

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

**17. The Commission’s Right to Reject the Proposal**

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

**18. Costs of preparation and submission of the Proposal**

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

**19. Proprietary Information**

All documentation and information contained in this RFP 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 request for Proposal or otherwise without prior written agreement of the Commission.

**20. Data Privacy Notice**

Any personal data provided to the Commission as part of this procurement exercise, via an offer or otherwise, and required for assessing the Bidder's offer will be treated by the Commission as confidential information and used on a 'need to know basis'.

The personal data that a bidder provides will be processed by the Commission for the specific purpose of assessing any offer submitted in response to this solicitation and, in the event of award, contract implementation. This personal data forms an integral part of the offer and to any ensuing contracting arrangement and cannot be accessed, verified, rectified or deleted following the offer's submission other than through your express notification to the Commission of any changes or errors or clarifications requested by the Commission during the evaluation process. This data includes, but is not limited to, the following:

- First and last name;
- Contact information, such as telephone numbers, or mailing addresses;
- Email addresses; and
- Information on skills, expertise and work experience.

In the event of award, Clause 49 (Personal Data Protection) of the Commission's General Conditions of Contract shall apply.

Nothing in this RFP shall constitute a waiver, either express or implied, of the privileges and immunities of the Commission and its employees, which are specifically reserved.

**BIDDER'S STATEMENT**  
**PLEASE STATE BELOW & SUBMIT WITH PROPOSAL**

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 **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):

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 Model Contract and General Conditions of Contract, 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**   

**Name:**

**Name & Title of Contact Person:**

**Signature & date:**

**ATTACHMENT 1: TECHNICAL COMPLIANCE MATRIX  
RFP 2026-0021**

**Provision of Facilities Maintenance Services at the CTBTO TeST Centre**

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
2	<b>Scope of Services</b>		
	<p>The Services shall include planned preventive and reactive maintenance activities, as well as minor repairs and ad hoc works, as may be requested by the Commission. The FM provider (hereinafter referred to as “the Contractor”) shall be responsible for carrying out all necessary inspections, testing, servicing, and repairs to maintain the full functionality and reliability of the Premises.</p> <p>The Scope does not include the following services, which are covered under separate agreements:</p> <ol style="list-style-type: none"> <li>i. Provision of cleaning services;</li> <li>ii. Provision of utilities (e.g., electricity, water, heating, cooling);</li> <li>iii. Provision, maintenance, and support of IT infrastructure and related systems.</li> </ol> <p>The scope of the Services shall cover, but not be limited to, the following systems and installations, as detailed in Appendix 1 – List of Equipment and Maintenance Requirements:</p> <ul style="list-style-type: none"> <li>•Electrical and Building Management Systems (BMS);</li> <li>•Heating, Ventilation, and Air-Conditioning (HVAC) systems;</li> <li>•Sanitary and plumbing systems;</li> <li>•Fire detection, alarm, and protection systems;</li> <li>•Building envelope and structural elements (minor repairs); and</li> <li>•Ancillary installations and outdoor facility equipment.</li> </ul> <p>The Contractor shall perform all activities in a manner that ensures continuity of operations, minimizes disruption to the Commission’s personnel, training, and technical activities, and upholds all safety, confidentiality, and data-protection requirements applicable to the TeST Centre.</p> <p>The Services shall be performed under the supervision of the Commission’s Premises representative, in close coordination with the TeST Centre management team and other service providers (e.g., cleaning, waste management, and security contractors), to ensure the integrated upkeep and optimal functionality of the facility.</p>		
5	<p><b>General Obligations of the Contractor</b> The Contractor shall carry out the activities listed here below and provide the deliverables specified.</p>		
5.1	<p><b>Initial Inspection</b> The Contractor shall:</p>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	<p>5.1.1 Conduct an Initial Inspection of the TeST Centre's facilities and technical installations within two (2) weeks from the Contract effective date. The purpose of this inspection is to establish a comprehensive understanding of the building systems' operational status and to verify the completeness and usability of all documentation related to maintenance services;</p> <p>5.1.2 Prepare and submit an Initial Inspection Report providing a clear summary of the inspection findings, including the condition of systems, any deficiencies identified, and recommendations for corrective measures or improvements;</p> <p>5.1.3 Review and verify all documentation relevant to maintenance services, including inspection and maintenance logs, operation manuals, and equipment records, to ensure their availability and adequacy;</p> <p>5.1.4 Check the completeness and accuracy of as-built documentation provided by the Commission immediately after contract award. This shall include verification that technical drawings, plans, and manuals for all trades (e.g., electrical, plumbing, HVAC, fire protection, and BMS systems) are available, legible, and up to date. The Contractor shall update and revise the as-built documentation and plans as necessary;</p> <p>5.1.5 Identify and report any gaps or missing information—such as absent manuals, incomplete records, or outdated documentation—immediately to the CTBTO Representative, accompanied by proposed solutions or recommendations to address such deficiencies;</p> <p>5.1.6 Verify the operational status of all installations, ensuring that systems are functioning in accordance with design specifications and manufacturer requirements; and</p> <p>5.1.7 The Initial Inspection Report shall be submitted to the Commission's Premises representative in both electronic and hard-copy formats for review and acceptance within two (2) weeks after completion of the Initial Inspection. The report will serve as the baseline for the ongoing maintenance activities and performance monitoring throughout the Contract duration.</p>		
5.2	<p><b>General Maintenance and Facility Management Services</b></p> <p>The Contractor shall:</p> <p>5.2.1 Provide comprehensive maintenance and facility management services to ensure that all building systems, components, and equipment operate efficiently, safely, and in accordance with manufacturers' recommendations, Austrian legislation, and applicable ÖNORM and EU standards;</p> <p>5.2.2 Prepare and submit quarterly maintenance reports summarizing all activities performed under the Contract, including the operational status of systems, preventive and corrective maintenance carried out, incidents or deficiencies identified, and recommendations for improvement. Reports shall be submitted in both hard and electronic copies to the Commission's Premises representative for review and acceptance;</p> <p>5.2.3 Establish, update, and maintain a comprehensive Building Maintenance Manual throughout the duration of the Contract. The Manual shall include procedures, maintenance schedules, checklists, and</p>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	<p>records of all repairs or modifications. It shall remain current, compliant with the Commission's policies and Austrian regulations, and accessible to the commission's Premises representative at all times;</p> <p>5.2.4 During the entire Contract period, all maintenance documentation, as-built plans, and available manufacturers' instructions and manuals on file shall be made available to and remain accessible by the Contractor. The Contractor shall assist the Commission in maintaining accurate and up-to-date as-built documentation, maintenance manuals, and related technical records by reflecting all changes made to the facilities, systems, or installations during the execution of the Services. Any modifications, replacements, or alterations shall be documented promptly and incorporated into the relevant records to reflect the current status of the facility.</p> <p>5.2.5 Respond promptly to all service requests from the Commission within the agreed response times and service levels defined in the Contract. All requests shall be logged, tracked, and reported to ensure timely resolution and communication with the Commission's representative until completion;</p> <p>5.2.6 Provide comprehensive preventive and corrective maintenance services to ensure that all building systems, components, and equipment operate as intended and in accordance with manufacturers' recommendations and Austrian ÖNORM standards. Inspections, testing, adjustments, and repairs shall be conducted as required, and any ad hoc repairs or replacements not covered by the planned maintenance schedule shall be carried out only upon prior written approval from the Commission. A detailed list of systems and maintenance requirements is provided in Appendix 1;</p> <p>5.2.7 The Contractor shall ensure full compliance with health, safety, accident prevention, and fire protection regulations. All personnel shall be adequately trained, equipped with appropriate personal protective equipment (PPE), and briefed on site-specific safety procedures before commencing work;</p> <p>5.2.8 The Contractor shall schedule all technical inspections, maintenance works, and repairs in advance and coordinate them with the Commission's Premises representative to minimize disruption to operations, ensuring that critical activities such as training sessions or laboratory work are not affected.</p>		
5.3	<p><b>Planned and Preventive Maintenance (PPM)</b></p> <p>5.3.1 The Contractor shall plan, organize, and execute all maintenance activities to ensure that all equipment and systems retain their intended functionality and performance in accordance with applicable Austrian Standards (ÖNORMs) and manufacturer recommendations;</p> <p>5.3.2 All maintenance and service activities shall be properly documented, with maintenance logs and reports submitted to the Commission at agreed intervals;</p> <p>5.3.3 The scope of facility maintenance includes, but is not limited to, the systems listed in Appendix 1, each with its respective recommended maintenance frequency;</p> <p>5.3.4 All materials, spare parts, wear parts, and consumables used by the Contractor shall comply with current quality standards and regulatory requirements, including environmental protection regulations, and shall be of a quality equivalent to or exceeding that of the original equipment;</p>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	<p>5.3.5 The Contractor shall be fully responsible for the proper, safe, and legally compliant disposal of all materials generated within the scope of the Services. This includes the coordination and disposal of any special or hazardous waste (e.g. electrical scrap, filters, construction debris, etc.) in accordance with applicable legislation, particularly the Ordinance on Waste Recovery and Disposal Records.</p> <p>5.3.6 Spare Parts Management</p> <p>5.3.6.1 The Contractor shall include, within the respective service item costs, all wear parts, small parts, and auxiliary materials required to be replaced or consumed during maintenance activities. No additional cost claims shall be accepted for these items unless explicitly approved by the Commission in advance.</p> <p>5.3.6.2 Wear parts are defined as components subject to regular deterioration or depletion through normal operation and maintenance. These include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>•Batteries (button cells, 1.5 V to 9 V types)</li> <li>•Seals and gaskets</li> <li>•Fuses</li> <li>•Connecting elements (e.g. screws, nuts, inserts, fasteners)</li> <li>•Air, water, and oil filters</li> <li>•Signal lamps and indicator bulbs</li> <li>•Engine oils and lubricants used for servicing</li> <li>•Belts and drive components</li> <li>•Dirt trap sieves and strainers</li> <li>•Thermometers and similar minor measuring elements</li> </ul> <p>5.3.6.3 Small parts and auxiliary materials are defined as items that cannot be classified strictly as consumables but are essential for the proper operation, upkeep, or restoration of the systems. These include, but are not limited to:</p> <ul style="list-style-type: none"> <li>•Paints, coatings, and varnishes</li> <li>•Adhesives and bonding agents</li> <li>•Polyurethane (PU) foam</li> <li>•Silicone sealants and related compounds</li> </ul> <p>5.3.6.4 All spare parts, small parts, and auxiliary materials shall:</p> <ol style="list-style-type: none"> <li>a. Comply with relevant ÖNORM standards, manufacturer specifications, and environmental protection regulations;</li> <li>b. Be of equal or superior quality to the original equipment parts; and</li> <li>c. Be sourced from reputable manufacturers to ensure reliability and safety of continued operation.</li> </ol>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
5.4	<p><b>Corrective and Reactive Maintenance</b></p> <p>5.4.1 The Contractor shall perform all corrective and reactive maintenance required to promptly restore the functionality, reliability, and operational integrity of all systems and equipment, ensuring they remain fully operational throughout their service life;</p> <p>5.4.2 The Contractor shall promptly carry out all necessary repairs or corrective actions to restore the affected system to full working condition;</p> <p>5.4.3 The Contractor shall ensure that the required spare parts and materials are readily available to minimize system downtime;</p> <p>5.4.4 All repairs and replacements shall be performed using original manufacturer parts to ensure compatibility, safety, and reliability;</p> <p>5.4.5 In cases where original spare parts are no longer manufactured, unavailable on the market, or cannot be delivered within a reasonable timeframe due to circumstances beyond the Contractor's control, the Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Notify the Commission without delay;</li> <li>b. Conduct a market search to identify technically equivalent alternatives; and</li> <li>c. Submit the proposed alternative solution, with full technical justification, to the Commission for review and approval.</li> </ul> <p>5.4.6 For any corrective or reactive maintenance works requiring additional costs, the Contractor shall prepare and submit a detailed quotation to the Commission for review and obtain the Commission's written approval prior to commencing the work.</p>		
5.5	<p><b>On-request Services</b></p> <p>5.5.1 The Commission may, as and when required, request the Contractor to perform on-request services through the issuance of a Formal Request for Delivery (FRD). The Contractor shall perform such services only upon receipt of a duly issued FRD and in accordance with its terms.</p> <p>5.5.2 The range of services under this category includes, but is not limited to, emergency/urgency request following the protocols and service levels referred to in Section 5.8, plastering, whitewashing, drywall construction and repair, painting, floor and wall tiling, carpentry, replacement or repair of minor malfunctioning devices, machinery maintenance adjustment and repair of doors and windows, minor plumbing and pipefitting works, metal structure repairs, woodwork, and consulting services related to minor refurbishment and/or construction activities.</p> <p>5.5.3 Payments under the relevant FRD shall be based on the Contract Price list and where applicable against actual hours worked, using the firm fixed hourly rate under the Contract applicable to the type of work performed, regardless of whether a more highly qualified employee carried out the task. Before any such on-request service is issued, the Commission may ask the Contractor for a quotation/estimated costs in advance of authorizing the services. The Contractor shall maintain detailed records of the work performed, including dates, personnel involved, duration, and materials used</p>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	<p>together with relevant supporting documentation of costs actually incurred, and shall submit these for verification by the Commission. Work undertaken without prior written authorization shall not be eligible for payment.</p> <p>5.5.4 The Contractor shall consider the normal working hours, defined as Monday to Friday from 08:00 to 16:00, when calculating service hours and related costs.</p>		
5.6	<p><b>Service Reports</b></p> <p>5.6.1 The Contractor shall submit a proposed template for maintenance service reports to the Commission's Premises representative within two (2) weeks after completion of the Initial Inspection for review and approval;</p> <p>5.6.2 The Contractor shall prepare and submit quarterly reports covering general facility inspections as well as maintenance and repair activities. All reports shall be prepared in English and provided in both hard copy and electronic format;</p> <p>5.6.3 The Commission's Premises representative shall review the reports for approval and may, at any time, request updates, revisions to the report format, or adjustments to the timing and frequency of submission.</p> <p>5.6.4 Reports shall include, at a minimum, the following:</p> <ul style="list-style-type: none"> <li>•Inspection Report: Monitoring results covering the overall condition of the building and infrastructure, summary of planned and completed maintenance tasks, and confirmation of compliance with legal, technical, and safety maintenance requirements.</li> <li>•Maintenance and Repair Report: Detailed information for each activity performed, including date and time of work, equipment or component concerned, type of maintenance or repair performed, parts replaced, and observations or recommendations.</li> </ul>		
5.7	<p><b>Coordination and Communication</b></p> <p>5.7.1 Coordination Meetings</p> <p>i. The Contractor shall participate in regular coordination and performance review meetings with the Commission's Premises representative. These meetings shall be held on a quarterly basis or as otherwise requested by the Commission.</p> <p>ii. The purpose of the meetings shall be to:</p> <ul style="list-style-type: none"> <li>•Review the status of ongoing and planned maintenance activities;</li> <li>•Assess service performance against agreed Key Performance Indicators (KPIs) and Service Levels as outlined in Section 13;</li> <li>•Discuss operational challenges, incidents, or proposed corrective actions; and</li> <li>•Plan upcoming activities and improvements.</li> </ul>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments									
	<p>iii. Formal minutes of each meeting shall be prepared by the Contractor and shared within five (5) working days after each meeting. The Contractor shall ensure participation of relevant technical and administrative staff capable of addressing operational, contractual, and performance-related matters.</p> <p>5.7.2 Communication and Responsiveness</p> <p>i. The Contractor shall maintain effective and timely communication with the Commission's Premises representative at all times during the performance of the Contract.</p> <p>ii. Written communications (e.g., service requests, clarifications, notifications, or instructions) shall be acknowledged within one business day of receipt, accompanied by an initial response or confirmation of the expected timeline for a detailed reply.</p> <p>iii. The Contractor shall designate a primary point of contact and a deputy contact who shall remain available throughout the Contract period to coordinate all maintenance activities, including those performed by subcontractors.</p> <p>iv. Any proposed subcontracting arrangements not included in the Contractor's Proposal (Annex C of the Contract) shall require the prior written approval of the Commission, in accordance with the provisions of the Contract.</p>											
5.8	<p><b>Response Time and Emergency Maintenance Protocols</b></p> <p>5.8.1 Response Time Requirements</p> <p>The Contractor shall ensure that qualified personnel are available to respond to service requests within the following maximum timeframes, depending on the nature and urgency of the request:</p> <table border="1" data-bbox="180 883 1188 1065"> <thead> <tr> <th>Type of Service Request</th> <th>Definition / Examples</th> <th>Maximum Response Time</th> </tr> </thead> <tbody> <tr> <td>Urgent / High Priority</td> <td>Failures or defects that significantly disrupt normal operations but do not endanger safety</td> <td>Within 24 hours of notification</td> </tr> <tr> <td>Routine / Standard</td> <td>Minor issues or non-critical maintenance requests</td> <td>Within 3 working days of notification</td> </tr> </tbody> </table> <p>5.8.2 Availability and Contact Details</p> <p>The Contractor shall provide at least two dedicated telephone numbers and one email address for receiving notifications of maintenance and repair requirements. These contact details shall remain valid and continuously monitored during the Contract. Receipt of each notification shall be acknowledged promptly in accordance with the KPI framework.</p> <p>5.8.3 Emergency Call-Outs Outside Working Hours</p> <p>i. The Contractor shall maintain the capability to respond to emergencies outside regular working hours, including weekends and public holidays.</p>	Type of Service Request	Definition / Examples	Maximum Response Time	Urgent / High Priority	Failures or defects that significantly disrupt normal operations but do not endanger safety	Within 24 hours of notification	Routine / Standard	Minor issues or non-critical maintenance requests	Within 3 working days of notification		
Type of Service Request	Definition / Examples	Maximum Response Time										
Urgent / High Priority	Failures or defects that significantly disrupt normal operations but do not endanger safety	Within 24 hours of notification										
Routine / Standard	Minor issues or non-critical maintenance requests	Within 3 working days of notification										

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	ii. Emergency call-outs initiated via phone under an FRD, shall be logged, tracked, and reported to ensure timely resolution and communication with the Commission's representative until completion. iii. Such documentation shall include the time of notification, response time, personnel involved, work performed, and confirmation of system restoration. 5.8.4 Determination of Emergency Situations The Commission's Premises representative or designated authority shall determine whether a situation constitutes an emergency and shall communicate such determination to the Contractor. The Contractor shall mobilize resources accordingly and ensure timely attendance.		
6	<b>Qualifications Requirements for the Contractor</b> The Contractor shall meet the following minimum qualifications:		
6.1	<b>Legal, Organizational, and Financial Requirements.</b> The Contractor shall: 6.1.1 Be a legally registered business entity authorized to operate in Austria and to perform facilities maintenance services in accordance with Austrian and EU legislation. 6.1.2 Hold evidence of business registration, relevant licenses, and valid insurance coverage, including liability, property damage, and worker accident insurance. 6.1.3 Have and maintain demonstrated financial stability to provide the Services. 6.1.4 Maintain an organizational structure capable of delivering the full scope of services, including adequate management oversight, administrative functions, and technical personnel. 6.1.5 Operate a Quality Management System (QMS), preferably certified to ISO 9001 or equivalent.		
6.2	<b>Technical Qualifications and Experience</b> 6.2.1 Have a minimum of five (5) years of proven experience in providing facilities maintenance or facility management services of comparable scope and complexity, preferably in laboratory, research, training, or secure technical environments. 6.2.2 Demonstrated capability (experience) in maintaining systems similar to those listed in Appendix 1, including HVAC, electrical, BMS, plumbing, fire protection, access control systems, and general facility upkeep.		
7	<b>Qualifications Requirements for the Contractor's Project Manager</b>		
7.1	The Contractor shall assign a Project Manager with overall responsibility for the coordination, delivery, and quality assurance of all services under this Contract. The Project Manager shall meet the following minimum qualifications:		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	<p>7.1.1 Education: A relevant, successfully completed university degree or higher technical education in fields such as electrical engineering, mechanical engineering, building services engineering, construction management, or an equivalent domestic or foreign qualification.</p> <p>7.1.2 Professional Experience: At least five (5) years of proven professional experience in facility management, building management, or a closely related field.</p> <p>7.1.3 Relevant Project Experience: Demonstrated experience in managing projects of similar scope and complexity as the services described in this ToR. The Contractor shall provide at least one (1) reference project where the proposed Project Manager served as the overall responsible facility or project manager.</p> <p>7.1.4 Language Proficiency: Ability to communicate effectively in English, both in writing and verbally, to ensure clear and efficient communication with the Commission.</p>		
8	<b>Qualifications Requirements for Contractor's Personnel</b>		
	<p>The Contractor shall:</p> <p>8.1 Ensure that all personnel, including subcontractors, assigned to perform services under this Contract possess the necessary training, qualifications, and at least five (5) years of proven professional experience to carry out their duties safely and effectively.</p> <p>8.2 Ensure compliance with all applicable local laws, regulations, and ONORM standards governing professional qualifications.</p> <p>8.3 Deploy only technically competent and professionally certified personnel (e.g., electricians, HVAC technicians, mechanical/electrical specialists, etc.) relevant to the specific services required.</p> <p>8.4 Verify and maintain records of certifications, training, and qualifications for all staff.</p> <p>8.5 Ensure that all requirements set forth for Contractor personnel apply equally to any subcontractor personnel engaged in the provision of services.</p> <p>8.6 Remain fully responsible for the performance and conduct of its personnel and any subcontractors.</p>		
9	<b>Fire, Health, and Safety Compliance During Maintenance Activities</b>		
	<p>9.1 The Contractor shall give the highest priority to fire safety, occupational health, and environmental protection during all maintenance, repair, and inspection activities.</p> <p>9.2 The Contractor shall ensure that:</p> <p>9.2.1 All personnel, including subcontractors, have completed appropriate health, safety, and environmental (HSE) training relevant to their duties.</p> <p>9.2.2 All work is conducted in full compliance with the Client's safety rules, site-specific safety protocols, and applicable legal and industry standards.</p>		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	9.2.3 Personnel are equipped with, and consistently use, the required Personal Protective Equipment (PPE). 9.2.4 Activities are performed in a manner that minimizes risks to personnel, property, and the environment.		
10	<b>Energy Management</b>		
	10.1 The Contractor shall implement all necessary measures to reduce energy consumption and prevent energy waste, with particular attention to electricity, heating, cooling, water usage, and associated environmental emissions. This includes, but is not limited to: 10.1.1 Ensuring the proper, efficient, and responsible operation and control of the Building Management System (BMS). 10.1.2 Applying energy-efficient practices during maintenance and operations. 10.1.3 Identifying and reporting any abnormalities or inefficiencies affecting energy performance. 10.2 The Contractor shall support the Commission's sustainability objectives and contribute to reducing the overall energy footprint of the Premises.		
11	<b>Warranty of Services</b>		
	11.1 The Contractor shall warrant that all maintenance, repair, and related services performed under this Contract: 11.1.1 Are executed in a professional, competent, and technically sound manner; 11.1.2 Comply fully with applicable ONORM standards and industry best practices; 11.1.3 Are free from defects in workmanship and materials for the duration of the warranty period defined in the Contract. 11.2 The Contractor shall remedy, at no additional cost to the Commission, any defects or deficiencies arising from non-compliance or improper execution of Services.		
12	<b>Confidentiality and Data Security (Risk Management)</b>		
	The Contractor shall: 12.1 Ensure the confidentiality, integrity, and security of any sensitive information, documentation, or data accessed or encountered during the provision of services. 12.2 Treat all information relating to the Commission's facilities, operations, systems, and documentation as strictly confidential. 12.3 Prevent unauthorized access, disclosure, use, or distribution of such information. 12.4 Ensure subcontractors and personnel are bound by appropriate confidentiality obligations. 12.5 Implement appropriate technical and organizational measures to safeguard data.		

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments																																								
	12.6 Immediately report any suspected or actual breach of confidentiality or data security to the Commission. 12.7 Ensure that these obligations remain effective throughout the Contract period and continue after termination.																																										
13	<b>Key Performance Indicators (KPIs) and Service Level Agreements (SLAs)</b>																																										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; background-color: #e0e0e0;">1. Responsiveness</th> </tr> <tr> <th style="text-align: left; background-color: #e0e0e0;">Indicator</th> <th style="text-align: left; background-color: #e0e0e0;">Target</th> </tr> </thead> <tbody> <tr> <td>Acknowledgement of urgent/high-priority requests</td> <td>Within 24 hours</td> </tr> <tr> <td>Acknowledgement of routine/minor requests</td> <td>Within 3 working days</td> </tr> <tr> <td>Submission of proposed action plan and schedule (where required)</td> <td>Within 3 working days of request</td> </tr> <tr> <td>Mobilization for approved works</td> <td>Within the agreed timeframe</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th colspan="2" style="text-align: left; background-color: #e0e0e0;">2. Timeliness of Deliverables</th> </tr> <tr> <th style="text-align: left; background-color: #e0e0e0;">Indicator</th> <th style="text-align: left; background-color: #e0e0e0;">Target</th> </tr> <tr> <td>Completion of planned maintenance activities and agreed works</td> <td>≥ 95% completed on schedule</td> </tr> <tr> <td>Adherence to approved work schedules</td> <td>≥ 95%</td> </tr> <tr> <td>Emergency response attendance (where immediate intervention is required)</td> <td>Within agreed emergency response time</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <th colspan="2" style="text-align: left; background-color: #e0e0e0;">3. Health, Safety and Environmental (HSE) Compliance</th> </tr> <tr> <th style="text-align: left; background-color: #e0e0e0;">Indicator</th> <th style="text-align: left; background-color: #e0e0e0;">Target</th> </tr> <tr> <td>Compliance with applicable Austrian regulations, ONORM standards, and site safety requirements</td> <td>100%</td> </tr> <tr> <td>Serious safety violations</td> <td>(0) zero tolerance</td> </tr> <tr> <td>Submission of required safety documentation (risk assessments, method statements, permits, etc.)</td> <td>100% before commencement of works</td> </tr> <tr> <td>Reportable incidents attributable to contractor negligence</td> <td>0</td> </tr> <tr> <td>Corrective actions arising from safety inspections, audits, or incident investigations</td> <td>100% implemented within the agreed timeframe</td> </tr> </tbody> </table>	1. Responsiveness		Indicator	Target	Acknowledgement of urgent/high-priority requests	Within 24 hours	Acknowledgement of routine/minor requests	Within 3 working days	Submission of proposed action plan and schedule (where required)	Within 3 working days of request	Mobilization for approved works	Within the agreed timeframe			2. Timeliness of Deliverables		Indicator	Target	Completion of planned maintenance activities and agreed works	≥ 95% completed on schedule	Adherence to approved work schedules	≥ 95%	Emergency response attendance (where immediate intervention is required)	Within agreed emergency response time			3. Health, Safety and Environmental (HSE) Compliance		Indicator	Target	Compliance with applicable Austrian regulations, ONORM standards, and site safety requirements	100%	Serious safety violations	(0) zero tolerance	Submission of required safety documentation (risk assessments, method statements, permits, etc.)	100% before commencement of works	Reportable incidents attributable to contractor negligence	0	Corrective actions arising from safety inspections, audits, or incident investigations	100% implemented within the agreed timeframe		
1. Responsiveness																																											
Indicator	Target																																										
Acknowledgement of urgent/high-priority requests	Within 24 hours																																										
Acknowledgement of routine/minor requests	Within 3 working days																																										
Submission of proposed action plan and schedule (where required)	Within 3 working days of request																																										
Mobilization for approved works	Within the agreed timeframe																																										
2. Timeliness of Deliverables																																											
Indicator	Target																																										
Completion of planned maintenance activities and agreed works	≥ 95% completed on schedule																																										
Adherence to approved work schedules	≥ 95%																																										
Emergency response attendance (where immediate intervention is required)	Within agreed emergency response time																																										
3. Health, Safety and Environmental (HSE) Compliance																																											
Indicator	Target																																										
Compliance with applicable Austrian regulations, ONORM standards, and site safety requirements	100%																																										
Serious safety violations	(0) zero tolerance																																										
Submission of required safety documentation (risk assessments, method statements, permits, etc.)	100% before commencement of works																																										
Reportable incidents attributable to contractor negligence	0																																										
Corrective actions arising from safety inspections, audits, or incident investigations	100% implemented within the agreed timeframe																																										

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments																																														
	<table border="1"> <thead> <tr> <th colspan="2" data-bbox="170 337 1161 370">4. Quality of Services</th> </tr> <tr> <th data-bbox="170 370 751 402">Indicator</th> <th data-bbox="751 370 1161 402">Target</th> </tr> </thead> <tbody> <tr> <td data-bbox="170 402 751 435">Deliverables accepted without major rework or revision</td> <td data-bbox="751 402 1161 435">≥ 90%</td> </tr> <tr> <td data-bbox="170 435 751 500">Compliance with technical specifications and manufacturer's recommendations</td> <td data-bbox="751 435 1161 500">100%</td> </tr> <tr> <td data-bbox="170 500 751 565">Defects attributable to poor workmanship requiring rework during warranty period</td> <td data-bbox="751 500 1161 565">≤ 2% of completed work orders</td> </tr> <tr> <td data-bbox="170 565 751 597">Customer/client satisfaction rating (if measured)</td> <td data-bbox="751 565 1161 597">≥ 90%</td> </tr> <tr> <th colspan="2" data-bbox="170 630 1161 662">6. Reporting</th> </tr> <tr> <th data-bbox="170 662 751 695">Indicator</th> <th data-bbox="751 662 1161 695">Target</th> </tr> <tr> <td data-bbox="170 695 751 743">Submission of quarterly progress reports</td> <td data-bbox="751 695 1161 743">Within 5 working days after the end of each reporting quarter</td> </tr> <tr> <td data-bbox="170 743 751 776">Submission of meeting minutes</td> <td data-bbox="751 743 1161 776">Within 5 working days after meeting</td> </tr> <tr> <td data-bbox="170 776 751 808">Accuracy and completeness of reports</td> <td data-bbox="751 776 1161 808">≥ 95%</td> </tr> <tr> <td data-bbox="170 808 751 841">Maintenance records and asset documentation updated</td> <td data-bbox="751 808 1161 841">100%</td> </tr> <tr> <th colspan="2" data-bbox="170 873 1161 906">7. Coordination and Resource Availability</th> </tr> <tr> <th data-bbox="170 906 751 938">Indicator</th> <th data-bbox="751 906 1161 938">Target</th> </tr> <tr> <td data-bbox="170 938 751 971">Attendance at scheduled coordination meetings</td> <td data-bbox="751 938 1161 971">100%</td> </tr> <tr> <td data-bbox="170 971 751 1003">Availability of suitably qualified personnel</td> <td data-bbox="751 971 1161 1003">As required, with no unjustified delays</td> </tr> <tr> <td data-bbox="170 1003 751 1068">Cooperation with CTBTO, other contractors, and site stakeholders</td> <td data-bbox="751 1003 1161 1068">100% compliance</td> </tr> <tr> <th colspan="2" data-bbox="170 1101 1161 1133">9. Performance Thresholds</th> </tr> <tr> <th data-bbox="170 1133 751 1166">Rating</th> <th data-bbox="751 1133 1161 1166">Performance Level</th> </tr> <tr> <td data-bbox="170 1166 751 1198">Excellent</td> <td data-bbox="751 1166 1161 1198">≥ 98% KPI compliance</td> </tr> <tr> <td data-bbox="170 1198 751 1230">Satisfactory</td> <td data-bbox="751 1198 1161 1230">95–97% KPI compliance</td> </tr> <tr> <td data-bbox="170 1230 751 1263">Needs Improvement</td> <td data-bbox="751 1230 1161 1263">90–94% KPI compliance</td> </tr> <tr> <td data-bbox="170 1263 751 1295">Unsatisfactory</td> <td data-bbox="751 1263 1161 1295">&lt; 90% KPI compliance</td> </tr> </tbody> </table>	4. Quality of Services		Indicator	Target	Deliverables accepted without major rework or revision	≥ 90%	Compliance with technical specifications and manufacturer's recommendations	100%	Defects attributable to poor workmanship requiring rework during warranty period	≤ 2% of completed work orders	Customer/client satisfaction rating (if measured)	≥ 90%	6. Reporting		Indicator	Target	Submission of quarterly progress reports	Within 5 working days after the end of each reporting quarter	Submission of meeting minutes	Within 5 working days after meeting	Accuracy and completeness of reports	≥ 95%	Maintenance records and asset documentation updated	100%	7. Coordination and Resource Availability		Indicator	Target	Attendance at scheduled coordination meetings	100%	Availability of suitably qualified personnel	As required, with no unjustified delays	Cooperation with CTBTO, other contractors, and site stakeholders	100% compliance	9. Performance Thresholds		Rating	Performance Level	Excellent	≥ 98% KPI compliance	Satisfactory	95–97% KPI compliance	Needs Improvement	90–94% KPI compliance	Unsatisfactory	< 90% KPI compliance		
4. Quality of Services																																																	
Indicator	Target																																																
Deliverables accepted without major rework or revision	≥ 90%																																																
Compliance with technical specifications and manufacturer's recommendations	100%																																																
Defects attributable to poor workmanship requiring rework during warranty period	≤ 2% of completed work orders																																																
Customer/client satisfaction rating (if measured)	≥ 90%																																																
6. Reporting																																																	
Indicator	Target																																																
Submission of quarterly progress reports	Within 5 working days after the end of each reporting quarter																																																
Submission of meeting minutes	Within 5 working days after meeting																																																
Accuracy and completeness of reports	≥ 95%																																																
Maintenance records and asset documentation updated	100%																																																
7. Coordination and Resource Availability																																																	
Indicator	Target																																																
Attendance at scheduled coordination meetings	100%																																																
Availability of suitably qualified personnel	As required, with no unjustified delays																																																
Cooperation with CTBTO, other contractors, and site stakeholders	100% compliance																																																
9. Performance Thresholds																																																	
Rating	Performance Level																																																
Excellent	≥ 98% KPI compliance																																																
Satisfactory	95–97% KPI compliance																																																
Needs Improvement	90–94% KPI compliance																																																
Unsatisfactory	< 90% KPI compliance																																																

Ref.	Terms of Reference Requirements	Compliant Yes / No	Bidder's comments
	Failure to meet any HSE KPI, or repeated failure to achieve the minimum acceptable KPI performance level for two consecutive reporting periods, may trigger a SLA penalty, corrective action request, performance review meeting, and/or other contractual remedies as provided under the Contract.		

## Attachment 2 - Evaluation Criteria and Method

---

### 1. Technical Evaluation

---

The technical evaluation process will be done in two stages:

Stage 1: Technical proposals will first be evaluated against the qualifications requirements outlined in Table 1 - Evaluation Criteria, on a PASS/FAIL basis. Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the technical evaluation process.

Stage 2: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in Table 1 - Evaluation Criteria.

In order to pass this stage, bidders must obtain **a minimum score of 60** and in accordance with the scoring indicated in Table 2 – Scoring.

Failing one of the criteria in Stage 2 will not result in the entire technical proposal failing; provided that the technical proposal obtains a minimum score of 60 as already stated.

### 2. Financial Evaluation

---

Once the technical evaluation is finalized, the financial offers of the technically compliant bidders will be evaluated in accordance with the formula given below:

$$X = \text{Max Available Points} * Y/Z$$

Legend:

X= points to be assigned to the offer being evaluated

Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

### 3. Selection and award

---

The weight of the technical and financial components is 70% and 30% respectively.

The Contract(s) will be awarded to the bidder who receives the highest combined score resulting from the technical and financial evaluations, subject to contractual and commercial acceptability.

**Table 1 - Evaluation Criteria**

**STAGE 1: QUALIFICATIONS REQUIREMENTS (PASS/FAIL)**

Compliance with all the following requirements is mandatory. Only bidders that meet all requirements and provide sufficient supporting evidence shall proceed to Stage 2.

No.	Ref No. in TOR	Qualifications Requirements: PASS/FAIL Criteria	PASS/FAIL
1	6.1.1 - 6.1.2	6.1.1 Be a legally registered business entity authorized to operate in Austria and to perform facilities maintenance services in accordance with Austrian and EU legislation. 6.1.2 Hold evidence of business registration, relevant licenses, and valid insurance coverage, including liability, property damage, and worker accident insurance.	PASS/FAIL
2	6.1.3	Bidder's statement confirming financial stability to provide the Services is included in the Proposal.	PASS/FAIL
3	6.1.4	Bidder has an organizational structure capable of delivering the full scope of services, including adequate management oversight, administrative functions, and technical personnel.	PASS/FAIL
4	6.1.5	Operate a Quality Management System (QMS), preferably certified to ISO 9001 or equivalent - evidenced by relevant certification and/or corporate policy and/or procedures	PASS/FAIL
5	6.2.1	A minimum of five (5) years of proven experience in providing facilities maintenance or facility management services of comparable scope and complexity, preferably in laboratory, research, training, or secure technical environments - evidenced by at least three (3) verifiable referenced projects	PASS/FAIL
6	6.2.2	Demonstrated capability (experience) in maintaining systems similar to those listed in Appendix 1, including HVAC, electrical, BMS, plumbing, fire protection, access control systems, and general facility upkeep - evidenced by at least three (3) verifiable reference projects	PASS/FAIL

**STAGE 2: TECHNICAL EVALUATION (WEIGHTED CRITERIA)**

Only bidders that pass Stage 1 will be evaluated under Stage 2.

No.	Ref Section No. in TOR	Technical Evaluation: Weighted Criteria	Points and Scoring		
			Max Points	Weight/Factor	Max Score
<b>Expertise of the Firm/ Organization</b>			<b>Max Points</b>	<b>Weight/Factor</b>	<b>Max Score</b>
1	6.2.1	<b>Relevant Corporate Experience:</b> Extent and relevance of the Bidder's experience in providing facilities maintenance or facilities management services of comparable scope and complexity, particularly within laboratory, research, training, or secure technical environments.	5	3	15
2	6.2.2	<b>Technical Capability Across Systems:</b> Demonstrated experience and capability in maintaining systems similar to those listed in Appendix 1 (e.g. HVAC, electrical, BMS, plumbing, fire protection, and general facility upkeep) including including evidence of integrated service delivery across multiple building systems.	5	3	15
3	6.2	<b>Quality and Complexity of Reference Projects:</b> Quality, relevance, and complexity of reference projects submitted, including similarity of facilities, scope of services, and demonstrated performance outcomes.	5	2	10
<b>Subtotal - Expertise of the Firm / Organization</b>			<b>15</b>		<b>40</b>
<b>Technical Approach/ Quality of the Proposal</b>			<b>Max Points</b>	<b>Weight/Factor</b>	<b>Max Score</b>
4	Overall	<b>Completeness and Quality of Proposal:</b> Extent to which the Proposal addresses all requirements of the ToR in a clear, structured, and sufficiently detailed manner.	5	2	10
5	Overall	<b>Understanding of Scope and Compliance:</b> Demonstrated understanding of the scope of services, duties and responsibilities of the Contractor, including compliance with ToR requirements. This shall include in particular: preventive and corrective maintenance obligations, reporting requirements, response times, KPI/SLA framework, and compliance with applicable standards (ÖNORM, health and safety, and regulatory requirements).	5	3	15
6	Overall	<b>Effectiveness and Feasibility of the Technical Approach:</b> Suitability, feasibility, and robustness of the proposed methodology and approach for delivering the Services and achieving the required outputs as set out in the ToR. This shall include in particular: planning and execution of PPM, management of corrective/reactive maintenance (CRM), emergency response organization, resource allocation and coordination, quality control, reporting, and documentation systems, and ability to meet KPIs and service level requirements.	5	2	10
<b>Subtotal - Technical Approach / Quality of the Proposal</b>			<b>15</b>		<b>35</b>
<b>Key Personnel</b>			<b>Max Points</b>	<b>Weight/Factor</b>	<b>Max Score</b>
7	7	<b>Project Manager:</b> Qualifications, professional experience, and suitability of the proposed Project Manager, including experience managing facilities maintenance contracts of comparable scope and complexity.	5	3	15
8	8	<b>Technical and Operational Personnel:</b> Qualifications, professional experience, and suitability of the proposed technical and operational personnel, including coverage of required disciplines and availability for service delivery.	5	2	10
<b>Subtotal - Key Personnel</b>			<b>10</b>		<b>25</b>
<b>TOTAL - Technical Evaluation</b>			<b>40</b>		<b>100</b>

To be considered technically responsive, a Bidder must obtain a minimum technical score of sixty (60) points out of one hundred (100) under Stage 2.

**Table 2 - Scoring**

<b>Points</b>	<b>Explanation - to be considered when assigning the points</b>
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.
1 - 2	Weak - Does not meet the minimum requirements of the criterion.
3	Good - Meets the minimum requirements of the criterion.
4	Very good - Exceeds the minimum requirements of the criterion in some areas.
5	Excellent - Exceeds the minimum requirements of the criterion in all areas.

## Attachment 3 - Financial Proposal Form

### Instructions

---

1. Bidders shall complete all applicable sections of this Financial Proposal Form and enter prices in the designated cells only.
2. All prices shall be quoted in Euro (EUR) and shall be exclusive of Value Added Tax (VAT) and any other taxes from which the Commission is exempt.
3. Unless otherwise specified, all prices, rates, fees, multipliers, and percentages quoted in this Financial Proposal Form shall remain firm and fixed for the entire duration of the Contract, including any optional extension periods.
4. The Financial Proposal shall be prepared in accordance with the Terms of Reference and shall include all costs necessary for the complete performance of the Services, except where expressly identified as reimbursable under this Financial Proposal Form.
5. Where a price, rate, fee, multiplier, percentage, or other amount is not provided, the Commission may deem such item to be included in other prices submitted by the Bidder and no additional compensation shall be payable.
6. Any personnel category proposed under "Other (Specify)" shall be clearly identified and described by the Bidder.
7. Bidders shall submit the completed Financial Proposal Form in both searchable PDF format and editable Microsoft Excel format, duly signed by an authorized representative.

# Financial Proposal Form

## RFP 2026-0021: Provision of Facilities Maintenance Services at the CTBTO TeST Centre

### SECTION A - Mobilization and Initial Inspection

Description	Unit	Amount
Initial Inspection & Baseline Assessment Report (One-time Mobilization Fee)	Lump Sum	€ -

**Note:**

Please add separately a detailed breakdown of the costs included in the lump sum. The price shall include all labour, supervision, reporting, travel, equipment, tools, administration and all other costs required to perform the Initial Inspection in accordance with Section 5.1 of the Terms of Reference.

### SECTION B - Planned & Preventive Maintenance (PPM) (Fixed Annual Lump Sum)

Description	Unit	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Planned & Preventive Maintenance (Annual Lump Sum )	Lump Sum	€ -	€ -	€ -	€ -	€ -
<b>PPM Breakdown (For Information and Evaluation Purposes Only)</b>						
Electrical Systems & Building Management System (BMS)	Lump Sum	€ -	€ -	€ -	€ -	€ -
Heating, Ventilation and Air Conditioning (HVAC) Systems	Lump Sum	€ -	€ -	€ -	€ -	€ -
Fire Detection, Alarm and Protection Systems	Lump Sum	€ -	€ -	€ -	€ -	€ -
Sanitary, Plumbing & Drainage Systems	Lump Sum	€ -	€ -	€ -	€ -	€ -
Building Envelope & Structural Elements	Lump Sum	€ -	€ -	€ -	€ -	€ -
Ancillary & Outdoor Facility Equipment	Lump Sum	€ -	€ -	€ -	€ -	€ -

**Notes:**

1. The breakdown provided in Section B is for information and evaluation purposes only. The PPM Lump Sum Price stated in Section B shall prevail for contractual, invoicing, and payment purposes.
2. The PPM Lump Sum Price shall include all planned and preventive maintenance services required under the Contract and the Terms of Reference, including all systems and equipment listed in Appendix 1, and all associated labour, supervision, inspections, testing, reporting, wear parts, small parts, consumables, tools, equipment, transportation, PPE, overheads, and other costs necessary for the performance of the Services.

**SECTION C – Corrective & Preventive Maintenance (CRM) and On-Request Services (Time & Material Basis)**

**C1 - Hourly Labour Rates**

*Normal Working Hours: Mon-Fri 8:00 - 16:00*

Personnel Category	Unit	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Project Manager / Facility Manager	Hour	€ -	€ -	€ -	€ -	€ -
Electrical Technician	Hour	€ -	€ -	€ -	€ -	€ -
HVAC / Mechanical Technician	Hour	€ -	€ -	€ -	€ -	€ -
Plumbing Technician	Hour	€ -	€ -	€ -	€ -	€ -
Fire Protection Technician	Hour	€ -	€ -	€ -	€ -	€ -
Building Maintenance Technician	Hour	€ -	€ -	€ -	€ -	€ -
Carpenter	Hour	€ -	€ -	€ -	€ -	€ -
Painter / Drywall Technician	Hour	€ -	€ -	€ -	€ -	€ -
Specialist Consultant / Engineer	Hour	€ -	€ -	€ -	€ -	€ -
General Labourer	Hour	€ -	€ -	€ -	€ -	€ -
Other (Specify)	Hour	€ -	€ -	€ -	€ -	€ -

**C2 - After-Hours Emergency Labour Rates**

Time Category	Multiplier Applied to the Applicable Hourly Rate under Section C1
Weekday after 16:00	x
Weekend	x
Public Holiday	x

**C3 – Materials and Spare Parts and any other costs**

Description	Unit Price	Quantity**
Materials and Spare Parts*		

\* Provide list and detailed breakdown of proposed materials and spare parts

\*\* If applicable, kindly indicate if the quantity is for a set or per unit, etc.

**Notes:**

1. CRM and On-Request Services shall be performed only upon prior written authorization by the Commission and, where applicable, through the issuance of an FRD.
2. Labour shall be charged at the applicable hourly rates specified in Section C1. Where services are performed outside normal working hours with the prior approval of the Commission, the applicable multiplier in Section C2 shall apply.
3. Materials, spare parts, equipment rental, and approved third-party specialist services required for the performance of CRM and On-Request Services shall be reimbursed at actual cost based on related supporting documentation evidencing the actual costs.
4. Costs shall be deemed to include all procurement, logistics, administration, coordination, overhead, and profit associated with sourcing and supplying materials, spare parts, equipment, and third-party services. No additional administrative, handling, or mark-up charges shall be payable.
5. The Commission reserves the right to determine the appropriate personnel category applicable to the work performed for invoicing purposes.
6. Bidders shall identify and provide a description of any personnel category proposed under "Other (Specify)".

## **“Procedure for Submission of Electronic Offers in 2 Sealed Files”**

The Commission invites you to submit your sealed offer (Bid, or Proposal) in response to the solicitation forming part of this request.

**Please be sure to follow the instructions below very carefully, so that the documents you submit are encrypted, and cannot be opened without an encryption key (password). If the documents are not encrypted, they will not be accepted as part of this tender process.**

### **CRITICAL INFORMATION:**

Create separate zip files for the technical offer and the financial offer (labelling them clearly in the title) with different encryption keys. Instructions for how to do this are provided below.

**Step 1: You provide the encryption key (password) for the *Technical Offer only* (in accordance with the below instructions)!**

**Step 2: After the Commission has performed the evaluation of the Technical Offer, if your Technical Offer is considered to be acceptable, the Commission will request the encryption key (password) for the Financial Offer you have already submitted by the tender Deadline.**

Should you have any questions, please send an email to [procurement@ctbto.org](mailto:procurement@ctbto.org).

**We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offers will not be accepted.**

### **INSTRUCTIONS:**

1. In a **WINDOWS** environment, one way of meeting the requirements is as follows.

We recommend using the open-source, free software **7-zip**, but if you are comfortable with other tools, the result should be the same, as long as you can apply encryption to the archive. In the below, we'll use 7-zip as an example. (You can download the 7-zip code for Windows at: [7-zip.org](http://7-zip.org))

2. In **LINUX** environment, you can use, for instance, “sha1sum” on the command line.

## Creating the archives for submission

Regardless of whether the offer is a single file, or a collection of files, the files are easier to manage if delivered as a single, compressed file. Compressing the archive is a common way to meet size limitations in email systems.

As an example of how to submit your offer in the required format: assuming you are supplier “SOFTCOMP” and have the following files related to the offer for “RFP 2020-0010/EDWALD”. (*You will need to replace these elements with the real information for your actual offer in line with the relevant Instructions for Preparation and Submission of Proposals/Bids.*) Assuming further that you have installed the 7-zip software on the Windows system you are using.

We will only go through the creation of the Technical Offer (Proposal/Bid) component; the Financial Offer (Proposal/Bid) component is similar.

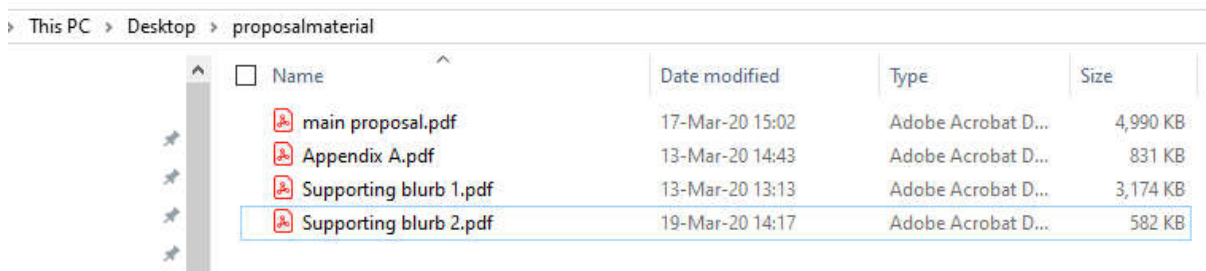


Figure 1 An example set of files to be submitted

Select the four files and right-click; a Dialog box pops up, with one of the options being “7-ZIP >”. Hover your cursor over the “ >” part and a few more options appear, select the “Add to archive” option.

Another dialog box pops up (see ‘Figure 2, Creating an Archive’, next page):

Using the standard Windows methods, select a suitable location for the archive (if you don’t change it, the archive gets created right where the selected files are), and give it a name in the form of: “SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID”, of course replacing all the elements with the true values for the offer in question: the actual company indicator, and the actual RFP/ITB identification string. Note that it is not possible to put a slash “/” in the file name, and therefore put a dash “-” instead. Leave the file extension “.zip” as is.

Leave all the other settings as is, except: **add a password to the encryption** (see figure 2 below). This is done by typing the same password (of your choosing) twice in the two text fields in the lower right hand corner.

**Make a note of this password. You must choose different passwords for the two zip archives, that is, the Technical and the Financial Proposal/Bid.**

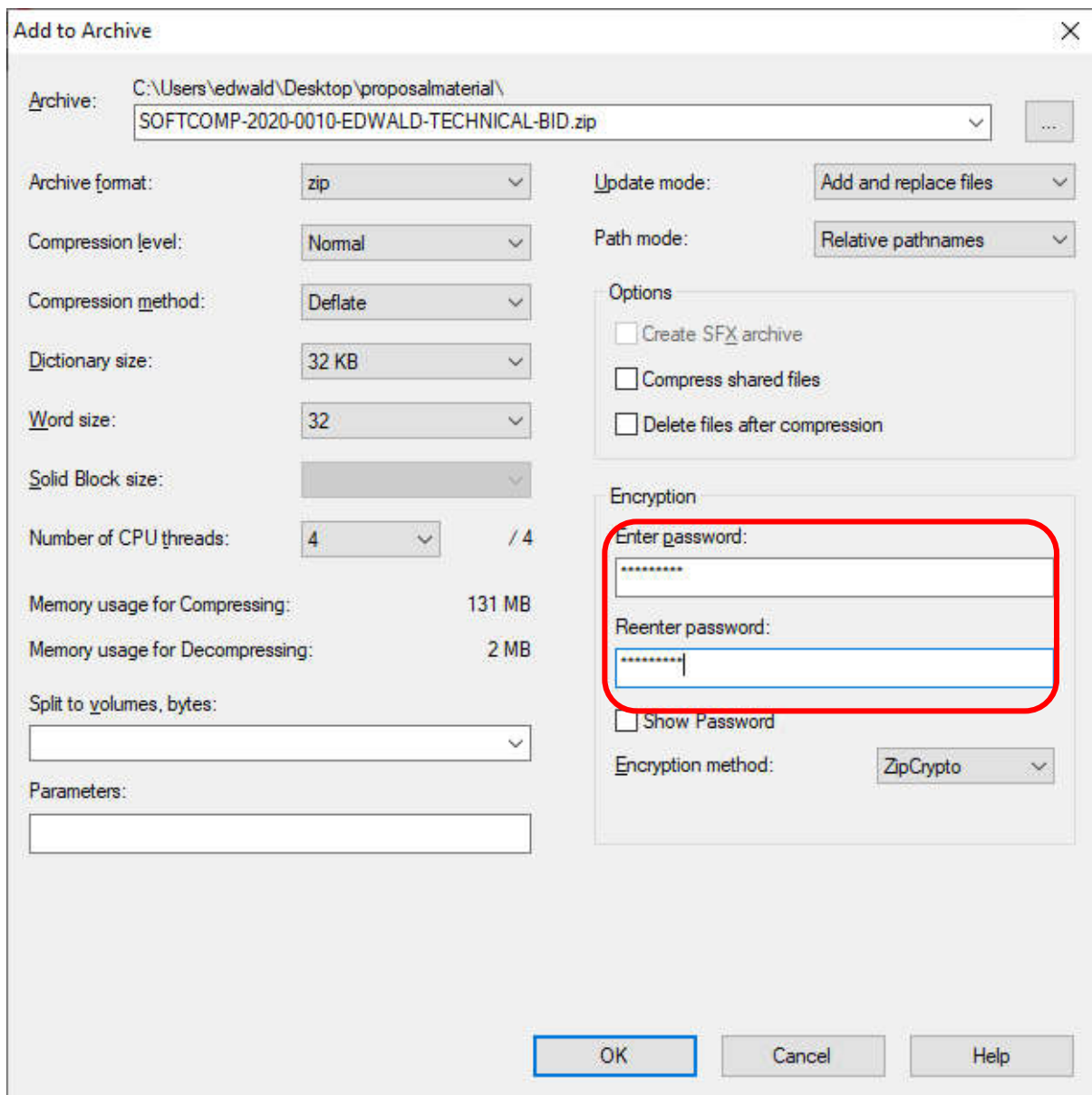


Figure 2 Creating an Archive

Now, we seek the “SHA1 Hash”, and electronic fingerprint of the archive you have just created. The hash is a string calculated from your file(s) and can be used to guarantee that the file has not been modified since you created it. Any change to the file will result in a different hash value.

There are many ways of calculating this; two common options are described below.

If the appropriate functionality is available in your Windows environment: Select the compressed archive in the Windows file manager, (eg. SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip) and right click. One of the options to select is “CRC SHA >”. Hovering over the “ >” brings a few more options to light, select the **SHA-1** option. A smaller dialog pops up: (see Figure 3, *SHA1* below). Clicking Ctrl-C grabs the contents of this box. You can close the box after copying the contents. (You can paste the contents into a mail message, for instance.)



Figure 3 *SHA1*

If this CRC SHA function is not available by ‘right-click’ on your Windows version, you can also do this from ‘the command line’, a slightly more complicated way. Open a CMD window (see sidebar below), move to the folder where your archive is, and execute the command: “certutil -hashfile *SOFTCOMP-2020-0010-EDWALD-TECHNICAL-BID.zip* sha1” where you obviously replace the name of the file with your real file name. The output of this command is the SHA1 “hash”. You can copy-and-paste the string for use in the email (below).

Sidebar: How to open a CMD window in Windows:

The way to open a Command window (or ‘terminal’) depends on the version of Windows you have. The different methods are very clearly described in the following article, but a quick internet search will find multiple descriptions.

<https://www.lifewire.com/how-to-open-command-prompt-2618089>

Finally,

1. Create a new email, Subject: example- “SOFTCOMP-2020-0010-EDWALD”. Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) (note that there is an underscore “\_” between “sealed” and “bids”). (Should the email become larger than your mail system allows, you can

try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

**SEND THIS TO:** [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)

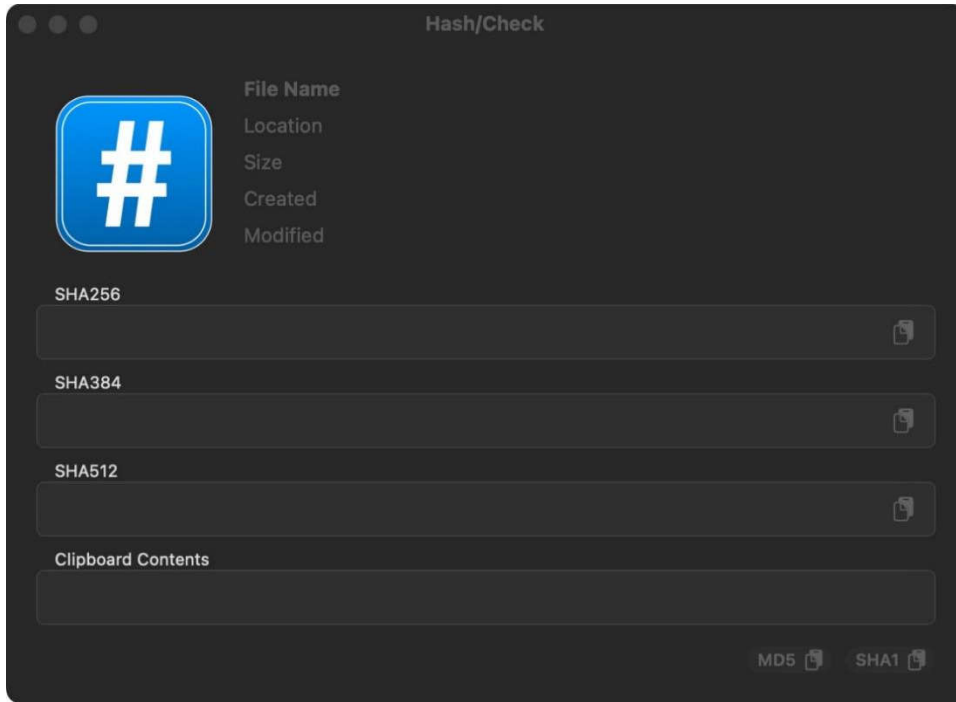
**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) mailbox. **You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".**

The Financial Offer Encryption Key will need to be provided by you to the same e-mail ([bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)) within 48 hours of the Commission's request, clearly marked in Subject: Encryption Key for (example): "SOFTCOMP 2020-2010 EDWALD-Financial Offer". If your Offer is not considered "technically acceptable", the Commission will not request an Encryption Key for your Financial Offer, and it will remain unopened.

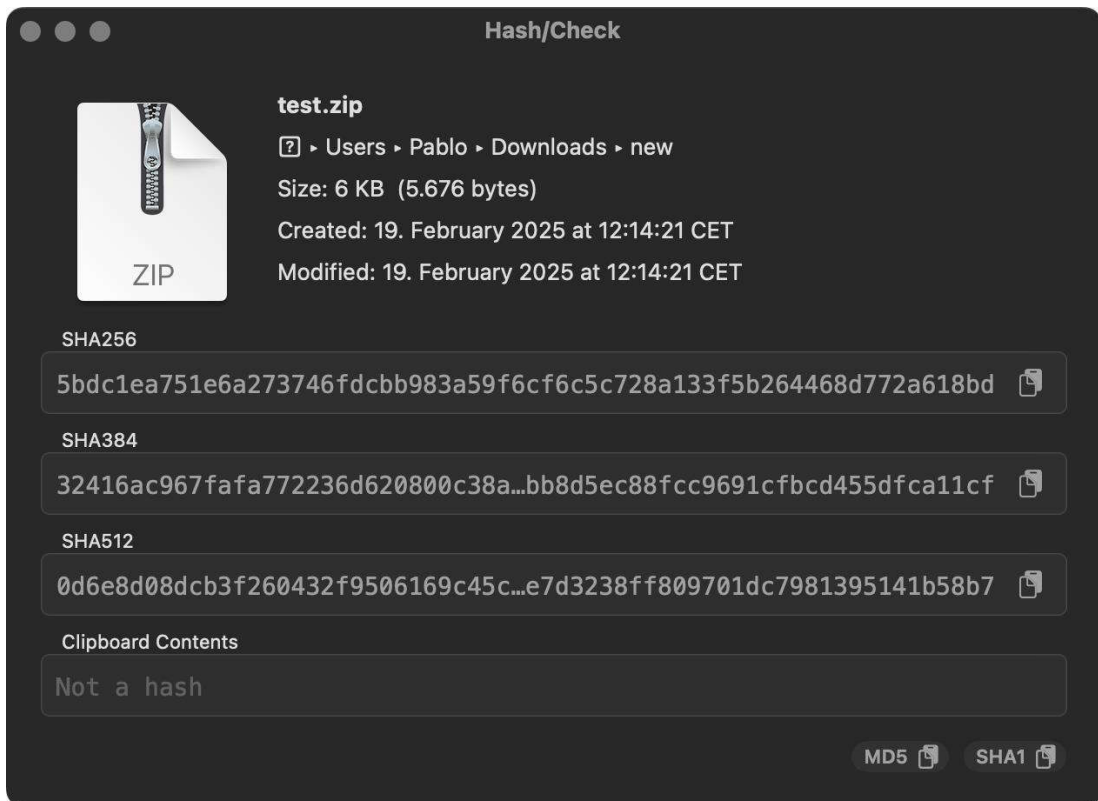
As mentioned above, should you have questions or difficulties, please send an e-mail to [procurement@ctbto.org](mailto:procurement@ctbto.org).

**For MAC users:**

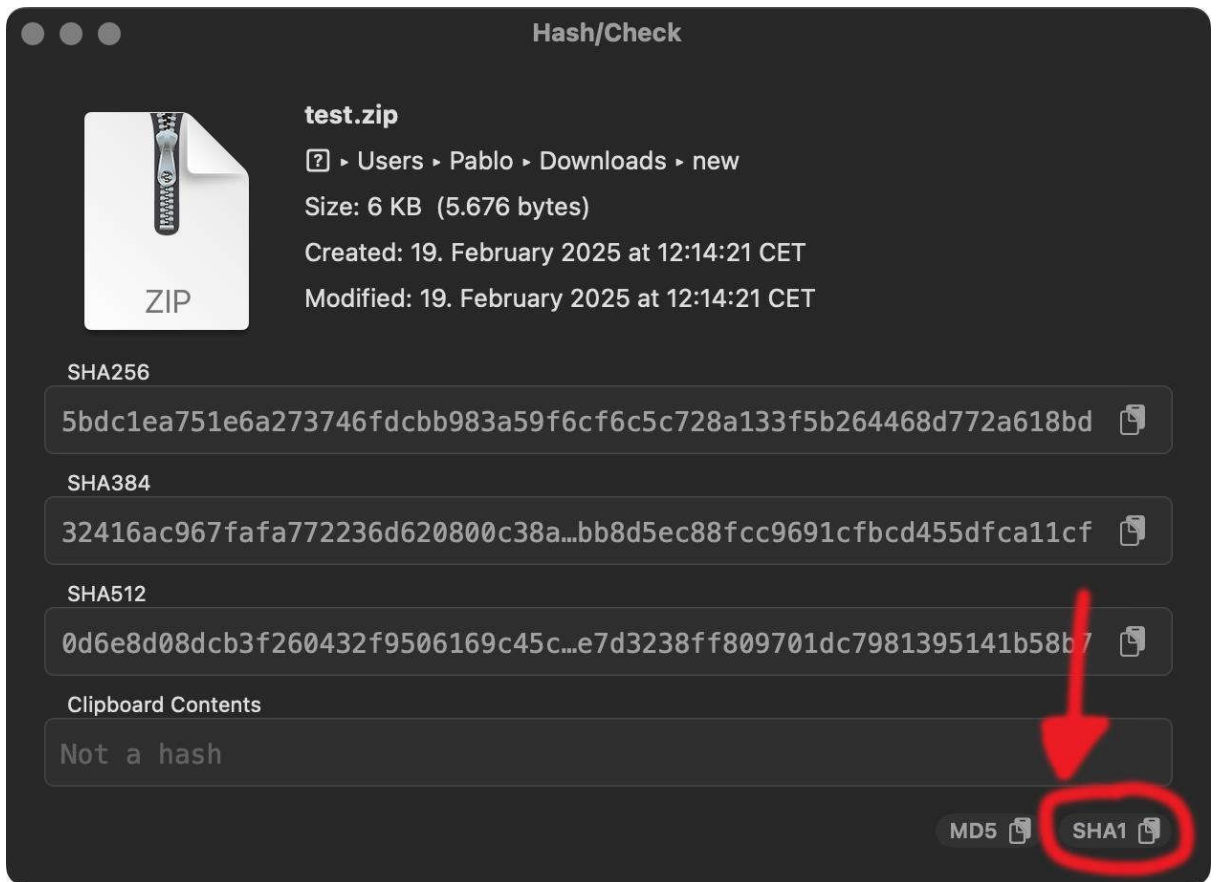
1. Please download Hash/Check app:  
<https://apps.apple.com/at/app/hash-check/id1550525767?l=en-GB&mt=12>
2. It is very simple to use. After installing, just open the app and click on “File” to open the zip file you want to inspect.



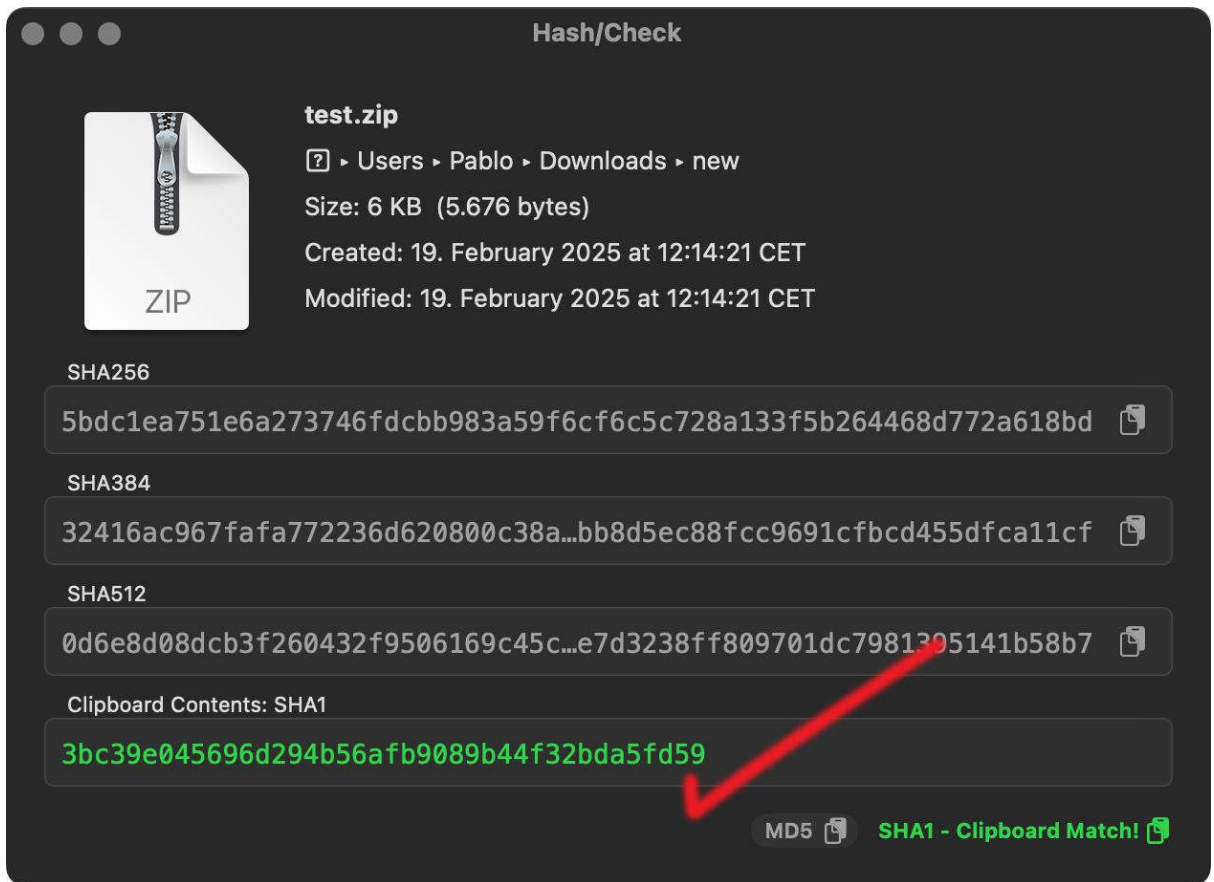
3. Please use your submitted technical and financial proposals



4. And it automatically creates several different hash values ... --- But the one we need SHA1 is not there ...  
So you press on the little SHA1 icon on the bottom right ...



5. The SHA1 hash is calculated and copied to the clipboard automatically for further use.



-----OR-----

Another alternative would be to use the terminal and the command: `shasum /path/to/file`  
Here is a little tutorial on how to use it. It is strait forward and simple to use. Please see attached the instructions as a pdf as well.

<https://osxdaily.com/2012/02/05/check-sha1-checksum-in-mac-os-x/>

Finally,

1. Create a new email, Subject: example- "SOFTCOMP-2020-0010-EDWALD". Add the two compressed archives, that is, the Technical Offer and the Financial Offer archives as attachments. The text of the email should contain the SHA1 information for both archives. **SEND THIS TO:** [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) (note that there is an underscore "\_" between "sealed" and "bids"). (Should the email become larger than your mail system allows, you can try sending the two archives in separate emails. Take care to include the right SHA1 information with each file.)

2. Create a new email, Subject: example- "SOFTCOMP-2020-2010-EDWALD-Technical Offer" the contents of which must contain the Encryption Key for the Technical Offer (the password you used when creating the Technical Offer). (Again, note the underscore between 'bid' and 'keys'.)

**SEND THIS TO:** [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)

**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) mailbox. **You shall only send the Encryption Key for the Financial Offer to the Commission if and when informed by the Commission that your Technical Offer had been evaluated as "technically acceptable".**

The Financial Offer Encryption Key will need to be provided by you to the same e-mail ([bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org)) within 48 hours of the Commission's request, clearly marked in Subject: Encryption Key for (example): "SOFTCOMP 2020-2010 EDWALD-Financial Offer". If your Offer is not considered "technically acceptable", the Commission will not request an Encryption Key for your Financial Offer, and it will remain unopened.

As mentioned above, should you have questions or difficulties, please send an e-mail to [procurement@ctbto.org](mailto:procurement@ctbto.org).

-----O-----

## 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).<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>1</sup> 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.<sup>1</sup>

Name (print): \_\_\_\_\_

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

Title/Position: \_\_\_\_\_

Place (City and Country): \_\_\_\_\_

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

---

<sup>1</sup> <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:

\* Please see Privacy Disclaimer on page 3

\*\* 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.

16. Summary of any changes in your company's ownership during the last 5 years:

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:

## **Data Privacy Notice \***

Any personal data provided to the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (“CTBTO”), which is required for assessing your request for registration, will be treated by the CTBTO as confidential and used on a ‘need to know basis’.

The personal data that you provide within your company profile through the registration process will be processed by the CTBTO for the specific purpose of procurement activities in performance of the CTBTO mandate. This data includes, but is not limited to, the following:

- First and last name;
- Contact information, such as telephone numbers, or mailing addresses; and
- Email addresses.

Subsequent to registration, you may request information regarding the processing of your personal data at any time by sending a request to [supplier.registration@ctbto.org](mailto:supplier.registration@ctbto.org). The CTBTO will assess such requests on a case-by-case basis, in accordance with its internal policies.

Nothing in this disclaimer shall constitute a waiver, either express or implied, of the privileges and immunities of the CTBTO and its employees, which are specifically reserved.

# **MODEL CONTRACT**

(SAP No.            )

between

**THE PREPARATORY COMMISSION**

**FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY**

**ORGANIZATION**

and

**NAME OF CONTRACTOR**

## **Provision of Facilities Maintenance Services at the CTBTO Technology Support and Training Centre**

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

July 2026

## Table of Contents

<b>1. DEFINITIONS</b> .....	<b>2</b>
<b>2. AIM OF THE CONTRACT</b> .....	<b>3</b>
<b>3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT</b> .....	<b>3</b>
<b>4. RESPONSIBILITIES OF THE CONTRACTOR</b> .....	<b>3</b>
<b>5. FORMAL REQUESTS FOR DELIVERY</b> .....	<b>4</b>
<b>6. STANDARD OF WORK</b> .....	<b>4</b>
<b>7. INSURANCE</b> .....	<b>5</b>
<b>8. WARRANTY</b> .....	<b>5</b>
<b>9. PERMITS, NOTICES, LAWS AND ORDINANCES</b> .....	<b>5</b>
<b>10. PROTECTION OF PERSONS AND PROPERTY</b> .....	<b>5</b>
<b>11. RESPONSIBILITIES OF THE COMMISSION</b> .....	<b>6</b>
<b>12. PRICES</b> .....	<b>6</b>
<b>13. PAYMENT TERMS</b> .....	<b>7</b>
<b>14. TEMPORARY SUSPENSION OF WORK</b> .....	<b>9</b>
<b>15. DELAYS AND EXTENSION OF TIME</b> .....	<b>9</b>
<b>16. CONTRACTOR’S CLAIMS AND REMEDIES</b> .....	<b>10</b>
<b>17. ENTIRE AGREEMENT</b> .....	<b>10</b>
<b>18. DISCREPANCIES</b> .....	<b>10</b>
<b>19. SEVERABILITY</b> .....	<b>10</b>
<b>20. NO WAIVER</b> .....	<b>10</b>
<b>21. CONTRACT AMENDMENT</b> .....	<b>10</b>
<b>22. TRANSMISSION OF NOTICES AND OTHER DOCUMENTS</b> .....	<b>11</b>
<b>23. EFFECTIVENESS</b> .....	<b>11</b>
<b>LIST OF ANNEXES</b> .....	<b>14</b>

## 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 the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [Name of Contractor] (hereinafter referred to as the “Contractor”), having its registered address 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 Proposal.

“**Contract**” means this document, its Annexes, FRD 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.

“**Contract Year**” means each period of twelve (12) months commencing on 1 January, provided that the first Contract Year shall run from the Effective Date until 31 December of that year.

“**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.

“**FRD**” means a Formal Request for Delivery to be issued by the Commission specifying goods and/or services to be provided by the Contractor upon request by the Commission in accordance with the provisions of the Contract and Annexes B and C.

“**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.

“**Work**” means all the Goods and/or 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.

## **2. AIM OF THE CONTRACT**

The aim of this Contract is to provide Facilities Maintenance Services at the CTBTO Technology Support and Training Centre, including on-request Services, as and when required by the Commission.

## **3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT**

- (a) 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 31 December 2029 and until the Parties fulfill all their obligations hereunder.
- (b) Within the duration of the Contract, the Commission shall have the right to call-off on-request Services as defined in Sections 5.4, 5.5 and 5.8 of Annex B, in the form of FRD (hereinafter referred to as the “Call-off Period”). The commencement and completion date for the performance of the Work (hereinafter referred to as “Commencement Date” and “Completion Date”, respectively) will be set out in the respective FRD. This sub-Clause (b) shall also apply to any optional extension exercised under sub-Clause (c) below.
- (c) The Commission shall have the option to extend the Contract twice for a period of one (1) year each, subject to the availability of funds and satisfactory performance by the Contractor, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Contract at least one (1) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

## **4. RESPONSIBILITIES OF THE CONTRACTOR**

- (a) The Contractor shall provide the Work as specified in Annexes B and C and the relevant FRD.
- (b) The Contractor shall provide qualified English-speaking personnel as necessary to perform the Work under this Contract. The key persons shall be available for possible tasks related to the Work

throughout the duration of the Contract period. Any replacement of the key personnel shall be made in accordance with Clause 7 of Annex A.

- (c) The Contractor shall perform the Services in accordance with the key performance indicators (KPIs) and Service level requirements (SLA) set out in Annex B. The Contractor's performance shall be monitored by the Commission based on the KPIs and performance thresholds defined in Annex B. KPI results will be assessed on a quarterly basis or such other period as specified in the Contract or the relevant FRD. If the Contractor fails to meet the required Service level pursuant to the required KPIs and SLA, payments shall be subject to penalty deduction(s) in accordance with Clause 13.2 below.

## **5. FORMAL REQUESTS FOR DELIVERY**

- (a) During the term of the Contract, the Commission has the right, but not the obligation, to initiate performance of on-request Services through the issuance of individual FRD in accordance with Sections 5.4, 5.5 and 5.8 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform any on-request Work if not requested by the Commission through or under a FRD. However, the Contractor may propose FRDs for Commission's evaluation.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any on-request Services performed by the Contractor.
- (c) The performance of on-request Services shall be made in full in accordance with the respective FRD. Partial service performance of FRD will not be accepted and reimbursed without prior written agreement by the Commission.
- (d) The on-request Services shall be performed at the place and within the approved Work Plan specified in the relevant FRD.
- (e) The Commission may revise FRD as and when it may deem necessary.

## **6. 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.

**7. INSURANCE**

The Contractor shall provide appropriate insurance, as specified in Clause 9 of Annex A.

**8. WARRANTY**

The provisions of Clause 33 of Annex A shall apply to the Work performed by the Contractor.

**9. PERMITS, NOTICES, LAWS AND ORDINANCES**

**9.1** 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 Proposal is received by the Commission. This shall include, but not be limited to, work permits, visa, or similar documents.

**9.2** The Contractor shall give all notices required by the nature of the Work.

**9.3** 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**

**10.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programmes in connection with the Work.

**10.2** 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 persons on the Commission's or the Station's premises, as applicable, who may be affected thereby.

(ii) property of the Commission or the Station, as applicable.

**10.3** 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.

**10.4** The Contractor shall be responsible for the prevention of accidents on the Commission's or the Station's premises, as applicable, during the execution of the Work.

**10.5** In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.

**10.6** The Contractor shall promptly remedy all damage and loss to any property, referred to in sub-Clause 10.2 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 10.2 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 any FRD and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

## **12. PRICES**

(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 the initial inspection as set forth in Section 5.1 of Annex B, the firm fixed amount of [insert in numbers and letters];

(ii) For the firm Services related to general maintenance and facility management, including, but not limited to planned and preventive maintenance and related coordination, communication and reporting pursuant to Annex B and Annex C, the amount of [insert in numbers and letters];

(iii) For each FRD issued during the Call-off Period specified in sub-Clause 3 (b) above, the firm fixed labor rates/fees set out in Annex C and, if applicable the actual costs of any materials and items not included in Annex C and authorized under the FRD in accordance with Section 5.5.3 of Annex B;

(iv) Subject to Clause 3(c) above, for the firm Services during the relevant optional extension period, the amount of [insert in numbers and letters] for general maintenance and facility management, including, but not limited to, planned and

preventive maintenance, corrective and reactive maintenance and related coordination, communication and reporting pursuant to Annex B and Annex C;

- (v) Subject to Clause 3(c) above, for each FRD issued during the optional extension(s), the firm fixed labor rates/fees set out in Annex C applicable to the relevant extension period and the actual costs of any materials and items not included in Annex C and authorized under the FRD in accordance with Section 5.5.3 of Annex B;

(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) [INSERT AS APPLICABLE]:**

[Identify applicable Taxes]. 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 sub-Clause 13.3(d) below.

OR

No Taxes are applicable under this Contract.

### **13. PAYMENT TERMS**

#### **13.1 Payment conditions**

The Contract Price shall be paid by the Commission to the Contractor upon satisfactory completion of relevant Services and subject to the following conditions:

- (a) For the firm Services referred to in Clauses 12(a)(i)-(ii) and, if applicable, Clause 12(a)(iv), payments shall be made in arrears, on quarterly basis, subject to submission by the Contractor and acceptance by the Commission of the relevant quarterly Service reports in accordance with Annex B;
- (b) For on-request Services referred to in Clause 12(a)(iii) and, if applicable, Clause 12(a)(v) above, payments shall be made subject to submission by the Contractor and acceptance by

the Commission of relevant report, supporting documentation of costs actually incurred and any other relevant documentation required for the relevant on-request Services in accordance with Annex B and the FRD;

- (c) Documentation referred to in sub-Clause 13.3(d) below supporting any Taxes paid; and
- (d) Any other documentation/deliverables that might be required in accordance with Annex B.

### **13.2 Service Level Agreement (SLA) and SLA Penalties**

- (a) Without prejudice to any other rights or remedies of the Commission under the Contract, including liquidated damages where applicable, in the event the Contractor fails to meet the relevant KPIs set forth in Annex B, the following SLA penalties shall apply as a deduction to the payment against the quarterly invoice for the firm Services referred to in Clause 13.1(a):
  - (i) A deduction of two percent (2%) for KPI performance level 90% to 94% (“Needs Improvement”) and <90% (“Unsatisfactory”) assessed during two (2) consecutive quarterly reporting periods;
  - (ii) A deduction of five percent (5%) for failure to meet any Health, Safety and Environmental KPI during a quarterly period.
- (b) The Commission may apply SLA penalties on a quarterly basis and for the affected period. The aggregate amount of SLA penalties applied during any calendar year shall not exceed ten percent (10%) of the amount paid or payable for the firm Services referred to in Clause 12(a)(ii) or Clause 12(a)(iv), as applicable.

### **13.3 General Payment Provisions**

- (a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor in accordance with sub-Clause 13.3(c) below. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the original invoice, provided that the Work has been satisfactorily completed and has been accepted by the Commission.
- (b) 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.
- (c) The Contractor shall submit an invoice electronically, from the Contractor’s official e-mail address in PDF format, duly signed and sealed by the Contractor and submitted to the Commission’s email addressed specified under 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.

- (e) **[INSERT IF APPLICABLE]** 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**

**15.1** 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.

**15.2** Any request for extension of the time for reasons referred to in sub-Clause 15.1 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 Goods and/or Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C and the FRDs 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:

- (f) 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 Proposal (Annex C);
- (v) The relevant FRD.

**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 at the following address (or such 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 Services 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](mailto:procurement@ctbto.org)

For submission of invoices:

*Accounts Payable*

*CTBTO Financial Services Section*

*Vienna International Centre*

*Wagramer Strasse 5, P.O. Box 1200*

*1400 Vienna, Austria*

Tel: + (43 1) 26030 6292

E-mail [payable\\_invoices@ctbto.org](mailto:payable_invoices@ctbto.org)

For invoices and payment related enquiries

[payments@ctbto.org](mailto:payments@ctbto.org)

(b) The Contractor:

*Name:*

*Address:*

*Tel:*

*Email:*

## 23. EFFECTIVENESS

**23.1** 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;
- (iii) if by electronic communication, when retrievable by the Commission in document form.

**23.2** A communication given under sub-Clause 23.1 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 in Vienna, Austria:

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 **[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 PROPOSAL

## General Conditions of Contract

---

### 1. DEFINITIONS

In these General Conditions of Contract the terms beginning with a capital letter shall have the meaning as defined in the Contract. In particular, the following words and expressions shall have the meanings hereby assigned to them:

‘Commission’ means the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization.

‘Contract’ signifies a purchase order or a contract, as well as any changes or amendments thereto, including all documents, exhibits and attachments referenced therein, to which these General Conditions of Contract apply.

‘Contractor’ means the party with whom the Commission is contracting to supply the goods and/or services and who shall have the sole and full responsibility for the performance of its obligations under the Contract.

‘Goods’ means all goods, equipment, materials and/or other supplies to be provided under the Contract.

‘Services’ means all services to be rendered under the Contract.

‘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 Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission’s official use.

### 2. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the Commission. Neither the Contractor and any subcontractor nor their personnel shall be considered to be an employee or an agent of the Commission.

### 3. ASSIGNMENT

(a) Except as provided in paragraph (b) below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or

of any of the rights, claims or obligations under the Contract except with the prior written authorization of the Commission. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the Commission. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of the Commission. Any such unauthorized delegation, or attempt to do so, shall not be binding on the Commission.

(b) The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor’s operations, provided that:

- (i) Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
- (ii) Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor’s assets or ownership interests;
- (iii) The Contractor promptly notifies the Commission about such assignment or transfer at the earliest opportunity;
- (iv) The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing and any other supporting documentation are promptly provided to the Commission following the assignment or transfer.

### 4. SUBCONTRACTING

(a) In the event the Contractor requires to engage the services of a subcontractor or subcontractors, or to change the subcontractor(s) already approved, the Contractor shall obtain the prior written approval of the Commission for such subcontractor(s), by submitting the qualifications of any proposed subcontractor(s) for the Commission’s review.

- (b) The Commission shall be entitled, in its sole discretion, to review the qualifications of any subcontractor(s) and to reject any proposed subcontractor(s) that the Commission reasonably considers is (are) not qualified to perform obligations under the Contract.
- (c) The Commission shall have the right to require any subcontractor's removal from Commission premises without having to give any justification therefor.
- (d) Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractor(s).
- (e) The Commission's approval of any subcontractor shall not relieve the Contractor of any of its obligations under the Contract, and the terms of any subcontract shall be subject to and in conformity with the provisions of the Contract. The Contractor shall be solely responsible for the performance of its subcontractor(s).

#### **5. SOURCE OF INSTRUCTIONS**

- (a) The Contractor shall neither seek nor accept instructions from any authority external to the Commission in connection with the performance of its obligations under the Contract. Should any authority external to the Commission seek to impose any instructions or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the Commission and provide all reasonable assistance required by the Commission.
- (b) The Contractor shall refrain from any action which may adversely affect the Commission and shall fulfil its commitments with the fullest regard to the interests of the Commission.
- (c) While present at the Commission's premises, personnel of the Contractor shall, at all times, obey and conform to all requests and instructions of the Commission's officials and the United Nations Security Staff.

#### **6. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for performance of the Contract, reliable individuals who will perform effectively, respect the applicable laws and local customs, and conform to a high standard of moral and ethical conduct.

#### **7. ASSIGNMENT OF PERSONNEL**

- (a) The Contractor shall not assign, replace or withdraw from performance of the Contract any personnel referred to in the Contract without the prior written approval of the Commission or unless requested by the Commission.
- (b) Prior to assignment, replacement or withdrawal of personnel referred to in the Contract, the Contractor shall submit to the Commission, for its consideration, a curriculum vitae or detailed justification, to permit evaluation by the Commission of the impact which such assignment, replacement or withdrawal would have on the Contract.
- (c) In the event of such assignment, replacement or withdrawal, all costs and additional expenses resulting for whatever reasons shall be for the account of the Contractor. Such withdrawal shall not be considered as termination in part or in whole of the Contract.

#### **8. CONFLICT OF INTEREST**

No employee, officer, advisor, agent and/or subcontractor of the Contractor assigned under the Contract shall engage, directly or indirectly, in any business, profession or occupation connected or related to the Services and/or Goods to be provided under the Contract if this constitutes a conflict of interest.

#### **9. INSURANCE**

- (a) The Contractor shall provide and thereafter maintain appropriate insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with the Contract.
- (b) The Contractor shall provide and thereafter maintain insurance against all risk in respect of its property and any equipment used for the execution of the Contract.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death, bodily injury, loss of and damage to property arising from any operations carried out by the Contractor in performing its obligations in connection with the Contract or from operation of any vehicles, boats, airplanes and other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors.
- (d) Except for insurance mentioned in paragraph (a) above, the insurance policies under this Clause shall:
  - (i) Name the Commission as additional beneficiary;
  - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the Commission.

- (e) The Contractor shall, upon request, provide the Commission with satisfactory evidence of the insurance required under the Contract.
- (f) Any amounts not insured, not claimed under, or not recovered from any applicable insurance policy of the Contractor shall be borne by the Contractor.
- (g) Information concerning reduction of coverage shall be furnished by the Contractor to the Commission with at least thirty (30) days prior written notice.
- (h) The Contractor undertakes that provisions to the same effect as the provisions in paragraphs (a) through (c) above will be inserted in all subcontracts made in performance of the Contract, except sub-contracts exclusively for furnishing Goods.

#### 10. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file in any public office or on file with the Commission against any monies due or to become due for any Services or Goods provided under the Contract, or by reason of any other claim or demand against the Contractor.

#### 11. OBSERVANCE OF THE LAW

- (a) The Contractor shall comply with all laws, ordinances, rules and regulations, including but not limited to health, environmental and labour laws bearing upon the performance of its obligations under the terms of the Contract.
- (b) In particular, the Contractor shall comply with the labour laws of the country in which the Services or Goods are to be furnished providing for benefits covering injury or death in the course of employment.

#### 12. CONFIDENTIALITY

- (a) The Contract and any information identified as restricted or confidential that is delivered or disclosed by one Party (Discloser) to the other Party (Recipient) during the course of performance of the Contract shall be used on a 'need to know' basis and shall not be disclosed to any person and/or entity without the prior written consent of the other Party. As a general rule, all technical and financial information and other documentation and data received from the Commission under the Contract shall be treated as confidential.
- (b) The Recipient shall: (i) use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's confidential information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; (ii) use the Discloser's confidential information solely for the purpose for which it was disclosed; and (iii) return, delete, or destroy all confidential information, including data backups, upon written instruction of the Discloser.

- (c) There will be no obligation of confidentiality or restriction on use, where the information:
  - (i) Is publicly available, or becomes publicly available, other than by an action or omission of the Recipient;
  - (ii) Was already lawfully known to the Recipient prior to the performance of the Contract; or
  - (iii) Was received by the Recipient from a third party not in breach of an obligation of confidentiality.
- (d) The Contractor may disclose confidential information to the extent required by law, judicial order or national authority, provided that, subject to and without any waiver of the privileges and immunities of the Commission, the Contractor will give the Commission sufficient prior notice of a request for the disclosure of information in order to allow the Commission to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- (e) The Commission may disclose confidential information to the extent required by its governing body pursuant to any decision, regulation or rule of that governing body.
- (f) The Contractor shall process, retain or store the Commission's confidential information exclusively in countries that are signatories to the Comprehensive Nuclear-Test-Ban Treaty and that ensure adequate legal protection of the Commission's privileges and immunities.
- (g) Data security: Upon discovery of a data security breach, the Contractor will immediately notify the Commission and undertake at its sole expense to:
  - (i) Propose immediate remedial actions (including containment);
  - (ii) Implement, as directed by the Commission, all necessary damage mitigation and remedial actions;
  - (iii) Where applicable, as directed by the Commission, restore the Commission's and end-users' access;
  - (iv) Keep the Commission informed of its progress.
- (h) The Contractor, at its sole expense, will cooperate fully with any Commission investigation, remediation steps and response to a data security breach.

#### 13. LANGUAGES, WEIGHTS AND MEASURES

Unless otherwise specified in the Contract, the English language shall be used by the Contractor in all communications with the Commission, including written correspondence, and in all documents related to the Contract. The Contractor shall use metric units, except when otherwise specified in the Contract.

**14. PUBLICITY**

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has or had a contractual relationship with the Commission. Also, the Contractor shall not, in any manner whatsoever, use the name, emblem or official seal of the Commission or any abbreviation of the name of the Comprehensive Nuclear-Test-Ban Treaty Organization in connection with its business or otherwise without the written permission of the Commission.

**15. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no representative, official, employee or other agent of the Commission has been or shall be admitted by the Contractor or their subcontractors to any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with the Commission, or the award thereof, or for any other purpose intended to gain an advantage for the Contractor..

**16. INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

- (a) Except as is otherwise expressly provided in writing in the Contract, the Commission shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Contractor has developed for the Commission under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Commission.
- (b) To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the Commission does not and shall not claim any ownership interest thereto, and the Contractor grants to the Commission a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- (c) At the request of the Commission, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Commission in compliance with the requirements of the applicable law and of the Contract.

**17. DEFAULT BY THE CONTRACTOR**

- (a) In case the Contractor fails to fulfil its obligations and responsibilities under the Contract and provided the Contractor has not remedied such failure(s) within thirty (30) days of having been given written notification by the Commission of the nature of the failure(s), the Commission may, at its entire discretion and without prejudice to its right to withhold payment(s) and any other rights and remedies under the Contract, hold the Contractor in default under the Contract.
- (b) When the Contractor is thus in default, the Commission may, by giving written notice to the Contractor, terminate the Contract as a whole or such part or parts thereof in respect of which the Contractor is in default in accordance with Clause 26 (‘Termination’) below. Upon such notice, the Commission shall have the right to seek completion, at the Contractor’s expense, of that part or those parts of the Contract with respect to which the Contractor is in default.
- (c) The Contractor shall, in this case, be solely responsible for any reasonable costs of completion of the Services and/or delivery of Goods, including such costs, which are incurred by the Commission over and above the originally agreed Contract Price.

**18. WITHHOLDING OF PAYMENT**

- (a) The Commission may withhold any payment to the Contractor or, on account of subsequently discovered evidence, nullify the whole or part of any payment approval theretofore given, to such an extent as may be necessary to protect the Commission from loss under the Contract on account of:
  - (i) The Contractor’s failure to carry out its obligations or to make adequate progress with the obligations, except for failure arising out of force majeure;
  - (ii) The Contractor’s failure to remedy unsatisfactory performance, when such failure has been drawn to its attention by the Commission;
  - (iii) The Contractor’s failure to submit on time the reports required.
- (b) The withholding by the Commission of any interim payment shall not affect the Contractor’s obligation to continue performance of its obligations under the Contract.
- (c) No interest shall accrue on payments eventually withheld by the Commission in application of the stipulations of this paragraph.

**19. LIQUIDATED DAMAGES**

Subject to Clause 20 (‘Force Majeure’) below, if the Contractor fails to deliver any or all of the Services and/or

Goods within the latest time period(s) specified in the Contract, the Commission may, without prejudice to its rights and other remedies under the Contract, deduct from the Contract Price as liquidated damages, a sum equivalent to 0.2 per cent of the portion of the Contract Price for the delayed Services and/or Goods for each working day of delay until actual performance, up to a maximum of sixty (60) working days. The recovery by the Commission of proven damages shall not be excluded.

## 20. FORCE MAJEURE

- (a) Force majeure as used herein shall mean acts of God, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by nor within the control of either Party and which neither Party is able to overcome.
- (b) In the event of force majeure, the Contractor shall give immediate notice in writing to the Commission, if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations under the Contract. On receipt of such notice, the Commission shall at its sole discretion grant the Contractor a reasonable extension of time in which to perform its obligations or terminate the Contract on the same terms as are provided for in Clause 26 ('Termination') below, except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, the Commission shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

## 21. INSOLVENCY AND BANKRUPTCY

Should the Contractor be insolvent, adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the Commission may, without prejudice to any other rights or remedies it may have under the terms of the Contract, terminate the Contract immediately in accordance with Clause 26 ('Termination') below.

## 22. INDEMNIFICATION

- (a) The Contractor shall indemnify, hold and save harmless and defend at its own expense the Commission, its officials, agents and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind brought by any third party against the Commission, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
  - (i) Allegations or claims that the possession of or use by the Commission of any patented device, any copyrighted material, or any other Goods, property or Services provided or licensed to the Commission under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the

Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; or

- (ii) Any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- (b) The indemnity set forth in paragraph (a) above shall not apply to:
    - (i) A claim of infringement resulting from the Contractor's compliance with specific written instructions by the Commission directing a change in the specifications for the Goods, property, materials, equipment or supplies to be used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; or
    - (ii) A claim of infringement resulting from additions to or changes in any Goods, property, materials equipment, supplies or any components thereof furnished under the Contract if the Commission or another party acting under the direction of the Commission made such changes.
  - (c) The Commission shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of the Commission or any matter relating thereto, for which only the Commission itself is authorized to assert and maintain. The Commission shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
  - (d) In the event the use by the Commission of any Goods, property or Services provided or licensed to the Commission by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
    - (i) Procure for the Commission the unrestricted right to continue using such Goods or Services provided to the Commission; or

- (ii) Replace or modify the Goods or Services provided to the Commission, or part thereof, with the equivalent or better goods or Services, or part thereof, that is non-infringing; or
- (iii) Refund to the Commission the full price paid by the Commission for the right to have or use such Goods or Services, or part thereof.

### 23. AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably through negotiation any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof. If the Parties cannot reach such amicable settlement through negotiations, the matter shall first be referred to conciliation, by a request by either Party for conciliation procedures. The conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then prevailing, or according to such other procedure as may be agreed between the Parties, within a time period of ninety (90) days. There shall be one conciliator. The conciliation shall be in Vienna, Austria, and it shall be conducted in the English language.

### 24. ARBITRATION

- (a) In the event of a failure to reach an amicable settlement in accordance with Clause 23 (Amicable Settlement) above, any dispute, controversy or claim arising out of, or relating to, the Contract or the breach, termination or invalidity thereof 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.
- (b) The arbitrator shall take into account the internationally recognized general principles of commercial transactions. The arbitrator shall have no authority to award punitive damages, nor to award interest in excess of five (5) per cent, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

### 25. PRIVILEGES AND IMMUNITIES

- (a) Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the Commission and its employees.
- (b) 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.

### 26. TERMINATION

- (a) The Commission may terminate the Contract in whole or in part, and at any time, upon thirty (30) days' notice of termination to the Contractor. In the event such termination is not caused by the Contractor's negligence or fault, the Commission shall be liable to the Contractor for payment in respect of Services already satisfactorily accomplished or Goods delivered and accepted and in conformity with the terms of the Contract, for necessary terminal expenses of the Contractor, and for the cost of such urgent work as is essential and as the Contractor is asked by the Commission to complete. The Contractor shall keep expenses at a minimum and shall not undertake any forward commitment from the date of receipt of the Commission's notice of termination.
- (b) The Commission may, without prejudice to any other right or remedy available to it, terminate the Contract immediately upon giving the Contractor written notice of such termination in the event that:
  - (i) The Contractor is adjudged bankrupt or otherwise insolvent as provided for in Clause 21 ('Insolvency and Bankruptcy') above; and/or
  - (ii) The Contractor commits a breach of essential terms as provided in Clause 50 ('Essential Terms') below and fails to remedy the situation within a reasonable time upon the Commission's written request.

### 27. NON-WAIVER OF RIGHTS

The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

### 28. NON-EXCLUSIVITY

Unless otherwise specified in the Contract, the Commission shall have no obligation to purchase any minimum quantities of Goods or Services from the Contractor, and the Commission shall have no limitation on its right to obtain Goods or Services of the same kind, quality and quantity described in the Contract from any other source at any time.

### 29. AUDITS AND INVESTIGATIONS

- (a) Each invoice paid by the Commission may be subject to a post-payment audit by auditors, whether internal or external, of the Commission or by other authorized and qualified agents of the Commission at any time during the term of the Contract and for a period of five (5) years following the expiration or prior termination of the Contract. The Commission shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the Commission other

than in accordance with the terms and conditions of the Contract.

- (b) The Commission may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of five (5) years following the expiration or prior termination of the Contract.
- (c) The Contractor shall provide its full and timely cooperation with any such post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to the Commission access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation and use reasonable and proportionate efforts to require its suppliers and subcontractors to engage with and participate in any post-payment audit or investigation conducted pursuant to this Clause 29. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisors, to reasonably cooperate with any post-payment audits or investigations carried out by the Commission hereunder.

### 30. LIMITATION ON ACTIONS

- (a) Except with respect to any indemnification obligations in Clause 22 ('Indemnification') above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Clause 24 ('Arbitration') above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.
- (b) The Parties further acknowledge and agree that, for purposes of paragraph (a) above, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the Goods or any process or system and the discovery of the breach consequently must await the time when such Goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

### 31. SURVIVAL

The obligations set forth in Clauses 12 ('Confidentiality'), 14 ('Publicity'), 15 ('Officials not to Benefit'), 22 ('Indemnification'), 23 ('Amicable Settlement'), 24 ('Arbitration'), 25 ('Privileges and Immunities') and 29 ('Audits and Investigations') shall survive the completion, expiration or termination of the Contract.

### 32. GOODS

In the event that the Contract requires the Contractor to supply Goods, Clauses 33-40 shall additionally apply.

### 33. WARRANTY

- (a) The Contractor warrants that the Goods, including packaging, conform to the specifications for the Goods ordered under the Contract and are fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the Commission, and are new and free from defects in design, workmanship and materials.
- (b) This warranty shall remain valid for twenty-four (24) months after the Goods or any part thereof have been delivered and accepted, whichever is later, unless the Parties have agreed on a longer period. Should the Commission transfer 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 paragraph (b) above, the Goods or any part thereof are found to be defective or not in conformity with the specifications under the Contract, the Contractor shall, upon notification, promptly and at its own expense correct all such defects and non-conformities. If these defects and non-conformities cannot be corrected, the Commission shall have the right, at the Contractor'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.

### 34. INSPECTIONS AND TESTS

- (a) The Commission shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications. The technical specifications shall specify what inspections and tests the Commission requires.
- (b) The inspections and tests may be conducted on the premises of the Contractor or its subcontractor(s), at a point of delivery designated by the Commission and/or at the Goods' final destination. The Contractor shall give all reasonable facilities and assistance – including drawings and production data – to the Commission at no charge to the Commission.
- (c) Should any inspected or tested Goods fail to conform to the technical specifications, the Commission reserves the right to reject them and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Commission.
- (d) The Commission's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the point of delivery designated by the Commission or at the Commission's offices, shall in no way be limited

or waived by reason of the Goods having previously been inspected, tested and passed by the Commission.

- (e) Nothing in this Clause on inspections and tests shall in any way release the Contractor from any warranty or other obligations under the Contract.
- (f) All equipment/material supplied under the Contract may be subject to pre-shipment inspection by a third party to be specified by the Commission. The Contractor is not liable for cost of this inspection.

**35. PACKING**

The Contractor shall comply or ensure compliance with the following provisions concerning packing:

- (a) The Goods shall be packed as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit.
- (b) In the case of a cross-border shipment, the Goods shall have appropriate export packing. If necessary, all cases/crates must be wrapped inside with heavy-duty plastic lined paper, should be steel-strapped and must be able to withstand tough handling. Skids for truck handling are imperative if the gross weight is more than thirty (30) kilograms.
- (c) The consignment shall be marked and shipped as per address shown in the Purchase Order/Contract.
- (d) Neither partial delivery nor transshipment shall be made unless specifically agreed by the Commission in writing.
- (e) Each case/crate/package shall carry a consecutive number, dimensions, volume and weight (i.e. Case No. X of Y cases, A x B x C cm, E m3, D Kg.) and shall be marked as follows:

EQUIPMENT FOR  
THE PREPARATORY COMMISSION FOR THE  
COMPREHENSIVE NUCLEAR-TEST-BAN TREATY  
ORGANIZATION.

[point of delivery]

PURCHASE NO. \_\_\_\_\_  
GROSS WEIGHT \_\_\_\_\_  
NET WEIGHT \_\_\_\_\_

- (f) Markings shall be done with weatherproof materials. In case of transport by ship, all non-containerized Goods shall be shipped below deck.
- (g) Each case/crate/carton shall carry (outside) a copy of the packing list describing the contents of the case/crate/carton. Outside Case No. 1 should be attached with invoice covering the actual delivery. The accompanying papers must be made out in the English language.
- (h) Prior to delivery, a written notice shall be sent to the consignee, if any, advising of the following:
  - (i) Purchase order/Contract number,

- (ii) Waybill number or equivalent reference number of the shipment (if any),
- (iii) Number of boxes/cartons/crates/etc.,
- (iv) Estimated time of departure (ETD),
- (v) Point of departure and name of the carrier,
- (vi) Estimated time of arrival (ETA) to final destination.

- (i) The following documents shall be enclosed with the shipment in case of shipping by air:
  - (i) Airway bill,
  - (ii) Proforma or commercial invoice,
  - (iii) Packing list.
- (j) The above documents are indispensable and must reach the consignee, if any, on time to permit customs clearance and in order to avoid demurrage charges.

**36. DELIVERY AND TRANSPORTATION**

- (a) Delivery of the Goods shall be made by the Contractor in accordance with the terms specified in the Contract. The Contractor shall provide to the Commission such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any ‘INCOTERM’ or similar trade term), the entire risk of loss, damage to, or destruction of the Goods shall be borne exclusively by the Contractor until the physical delivery of the Goods in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by the Commission.
- (b) Unless otherwise specified in the Contract (including, but not limited to, in any ‘INCOTERM’ or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that the Commission receives all necessary transport documents in a timely manner so as to enable the Commission to take delivery of the Goods in accordance with the requirements of the Contract.

**37. TAKE-OVER/HAND-OVER**

Upon successful completion of delivery or of installation and a testing and evaluation period, as specified in the Contract, responsibility for the Goods will be handed over to the consignee or other designated entity.

### 38. EXPORT LICENCES

- (a) The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to the Commission under the Contract. The Contractor shall procure any such export license in an expeditious manner.
- (b) Subject to and without any waiver of the privileges and immunities of the Commission, the Commission shall lend the Contractor all reasonable assistance required for obtaining any such export license.
- (c) Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with the Commission to enable the Commission to take appropriate measures to resolve the matter. In the event of failure to obtain such licence or authorization within reasonable time, the Commission may terminate the Contract in accordance with Clause 26 ('Termination') above.

### 39. SPARE PARTS

In accordance with the Contract, the Contractor may be required to provide any or all of the following materials and notifications pertaining to spare parts manufactured and/or distributed by the Contractor:

- (a) Such spare parts as the Commission may choose to purchase from the Contractor, provided that the Contractor is not relieved of any warranty obligations under the Contract.
- (b) In the event of termination of production of the spare after delivery of the Goods:
  - (i) Advance notification to the Commission of the upcoming termination, in sufficient time to permit the Commission to place a final order;
  - (ii) Following such termination, furnishing at no cost to the Commission, the blueprints, drawings and specifications of the spare parts, if and when requested.

### 40. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS

Questions concerning matters arising under the Contract, but not settled in it, shall be settled in conformity with the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which shall be applicable to the Contract. The applicable language version of the Convention shall be the version in which the Contract is written.

<sup>1</sup> United Nations Guiding Principles on Business and Human Rights, available at [https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf).

### 41. SUSTAINABLE BUSINESS PRACTICES

The Commission requires the Contractor and its personnel to:

- (a) Support and respect the protection of internationally proclaimed human rights<sup>1</sup> and to observe the highest standards of ethics and integrity throughout its supply chains.
- (b) Abide by the United Nations Supplier Code of Conduct<sup>2</sup>.
- (c) Take appropriate steps, whenever possible to perform its obligations in a manner that takes into account economic, environmental and social considerations.
- (d) Certify that they have not and will not engage in harassment or sexual harassment, sexual exploitation or abuse, proscribed practices or any further practice described in Clauses 42, 43, 44, 45, 46 and 47 below, during the procurement process and the performance of the Contract.

### 42. PREVENTION OF HARASSMENT, SEXUAL HARASSMENT, AND SEXUAL EXPLOITATION AND ABUSE

- (a) The Commission is committed to providing a professional work environment that upholds the highest standards of equality, respect and dignity for all. The Commission is also committed to maintaining an environment that prevents and responds effectively to harassment and sexual harassment and reported and/or suspected cases of sexual exploitation and abuse. The Commission does not partner with, or use services of, entities that fail to address harassment, sexual harassment, and sexual exploitation and abuse through appropriate preventive and responsive measures, including investigation and corrective action.
- (b) In this regard, and without limitation to any other provision contained herein, the Contractor shall:
  - (i) Adhere to zero tolerance for harassment, sexual harassment, and sexual exploitation and abuse and therefore accepts and agrees to refrain from any such conduct. For the avoidance of doubt, 'harassment' shall be understood as any improper or unwelcome conduct that might reasonably be expected or be perceived to cause offence or humiliation to another person when such conduct interferes with work, is made a condition of employment, or creates an intimidating, hostile or offensive work environment. 'Sexual harassment' shall be understood as harassment of a sexual nature, and the above definition of harassment applies equally to sexual harassment. Sexual

<sup>2</sup> Available at <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>.

harassment may occur between persons of opposite sex or of the same sex. ‘Sexual exploitation’ shall be understood as any actual or attempted act of taking advantage of a position of vulnerability, power differential, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from such an activity. ‘Sexual abuse’ shall be understood as any actual or threatened physical intrusion of a sexual nature, by force or under coercion, including when a person is incapable of giving consent.

- (ii) Take all reasonable and appropriate measures to prevent and deter any form of harassment, sexual harassment, and sexual exploitation or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Services.
  - (iii) Promptly report to the Commission any actual, reported or suspected cases of harassment, sexual harassment, and sexual exploitation or abuse of anyone by its employees, agents, officials or any other persons engaged or controlled by the Contractor to perform the Contract of which the Contractor becomes aware. Such reports to the Commission may be on a no name basis, if necessary.
  - (iv) In addition to notifying the Commission pursuant to paragraph (iii) above, on becoming aware of any allegation of harassment, sexual harassment, and sexual exploitation or abuse of anyone, the Contractor shall take all reasonable and appropriate measures to address the matter, including engaging in good faith consultations with the Commission, while ensuring minimum impact and/or disruption of the Services.
- (c) The Contractor acknowledges and agrees that any breach of the provisions of this Clause 42, as determined by the Commission, shall permit the Commission, at its sole discretion, to:
- (i) Request the Contractor to remove, temporarily or permanently, from the relevant assignment, any Contractor’s personnel and/or subcontractor reported for having committed harassment, sexual harassment, and sexual exploitation or abuse of anyone;
  - (ii) Terminate the Contract and/or any other agreement, arrangement or partnership concluded by the Commission with the Contractor, immediately upon written notice to the Contractor, without any liability for termination charges or any other liability of any kind, on the terms and conditions as are provided for in Clause 26 (Termination) above; and/or
  - (iii) Exclude the Contractor from participating in any ongoing or future solicitations and/or entering into any future contractual or collaborative relationships

with the Commission and/or suspend the Contractor from the Commission’s supplier roster.

- (d) The Commission shall be entitled to report any breach of the provisions of this Clause 42, as determined by the Commission, to the Commission’s governing body, other United Nations agencies and/or donors.

#### 43. PROSCRIBED PRACTICES

The Contractor and its personnel and subcontractors certify that they have not and will not engage in proscribed practices and proscribed conduct during the procurement process and the performance of the Contract. For the purpose of these General Conditions of Contract, Proscribed Practices are defined as follows:

**Fraudulent practice** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**Corrupt practice** is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

**Coercive practice** is the impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party in order to influence the actions of that party;

**Collusive practice** is the proposing or entering into an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

**Unethical practice** is conduct or behaviour that is contrary to the conflict of interest, gifts and hospitality, post-employment provisions or other published requirements of doing business with the Commission;

**Obstructive practice** is any act which deliberately and in an effort to compromise an investigation, destroys, falsifies, alters or conceals information or documents that may be relevant to a fraud and corruption investigation, or material that could become evidence as a result of such investigation; or the making of false statements to investigators during such an investigation.

#### 44. CHILD LABOUR

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’s 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 economic exploitation and 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.

**45. MINES**

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**46. TERRORISM**

The Contractor shall ensure that none of the funds received from the Commission under the Contract are used, directly or indirectly, to provide support to individuals or entities subject to sanctions or other measures promulgated by the United Nations Security Council and appearing in the Consolidated United Nations Security Council Sanctions List. This provision shall be included in all subcontracts or sub-agreements entered into under the Contract.

**47. STANDARDS OF LABOUR, FORCED LABOUR AND HUMAN TRAFFICKING**

- (a) The Contractor shall comply with all applicable laws concerning terms of employment and conditions of work, and any collective agreements to which it is party.
- (b) The Contractor shall not restrict its personnel from freely organizing or associating and shall provide for equal opportunity and treatment in respect of employment without discrimination on grounds of race, sex, religion, nationality, ethnic origin, sexual orientation, disability, age, language, social origin or other status. The Contractor shall take all appropriate measures to ensure that workplaces are safe and without risk to health, including with respect to chemical, physical and biological substances and agents under the Contractor's control. The Contractor shall promote 'Fair Recruitment' in its supply chain, as defined in the International Labour Organization's General Principles and Operational Guidelines for Fair Recruitment.
- (c) The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in 'Forced Labour,' i.e. by exacting work or service from any person under the threat of a penalty, indebtedness, or for which the person has not otherwise offered personal services voluntarily.
- (d) The Contractor shall not engage, directly or indirectly, including in its supply chain and operations, in 'Trafficking in Persons,' i.e. by recruiting, transporting, transferring, harbouring or receiving persons by threat or use of force or other forms of coercion, abduction, fraud, deception, or abuse of power.
- (e) Whenever the Contractor becomes aware that Forced Labour or Trafficking in Persons is or is likely occurring in the Contractor's operations, including in its supply chain, the Contractor shall, as soon as reasonably practicable, notify the Commission and take all reasonable action to address or remove these occurrences, including

where relevant, by addressing any practices of other entities in its supply chain.

**48. FULL DISCLOSURE**

- (a) The Contractor will immediately notify the Commission upon becoming aware of any Proscribed Practices or other prohibited practices or conduct or suspicion thereof, as per Clauses 42-47 above, by itself or its personnel during the procurement process or the performance of the Contract. The Contractor will take all appropriate measures to prohibit and prevent its personnel from engaging in Proscribed Practices or any other prohibited conduct, as well as to investigate allegations thereof, or to take corrective action when such a Proscribed Practice or any other prohibited conduct has occurred.
- (b) The Contractor further warrants that it is not the subject of any sanctions, or otherwise identified as ineligible by any government, supranational organization (e.g. European Union), another entity of the United Nations System or multilateral development finance institution. The Contractor will disclose to the Commission if it becomes subject to any sanction or temporary suspension during the term of the Contract. The Contractor recognizes that a breach of this provision constitutes a fraudulent practice.

**49. PERSONAL DATA PROTECTION**

- (a) Personal data, which refers to any information relating to an identified or identifiable natural person ('data subject'), shall be treated as Confidential Information within the meaning of Clause 12 (Confidentiality) and shall be subject to all provisions therein, including those governing handling, safeguarding, disclosure, reporting obligations and remedial measures in the event of a breach. Personal data processing (which includes any activity concerning the handling of personal data) for internal research, marketing, sales, or promotional purposes is strictly prohibited.
- (b) The Contractor confirms that it has in place and will apply a personal data protection policy that complies with all applicable legal requirements, which at a minimum shall ensure that:
  - (i) Personal data is processed only for fair, legitimate and legal purposes;
  - (ii) Personal data is processed and retained only as proportionate and necessary for the purpose of performing its obligations under the Contract;
  - (iii) Appropriate measures are taken to protect personal data from unauthorized access and other risks presented by personal data processing;
  - (iv) There are no personal data transfers to a third party, unless the Contractor is satisfied that that

third party affords appropriate protection for the personal data;

- (v) The Commission is informed, upon request, about how personal data has been processed, and which rights data subjects enjoy with respect to their personal data.
- (c) The Contractor shall remain fully liable for any damages or penalties arising from its failure to comply with its obligations under this Clause.

#### **50. ESSENTIAL TERMS**

The Contractor acknowledges and agrees that each of the provisions in Clauses 12, 15 and 41 to 49 above constitutes an essential term of the Contract. If the Contractor's actions are materially inconsistent with the requirements of Clauses 12,

15 and 41 to 49 above, the Commission shall, unless in the reasonable opinion of the Commission, the inconsistency is incapable of being remedied, notify the Contractor of such inconsistency, and the Contractor shall have thirty (30) days to provide evidence that it has taken effective steps to remedy such inconsistency. In cases in which the Commission has determined that the inconsistency cannot be remedied, or in cases in which the Contractor fails to respond, the Commission shall have the right to terminate the Contract or any other contract the Contractor has with the Commission, immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Furthermore, the Commission is entitled to exclude the Contractor from participating in future tenders should the Contractor breach any of the provisions included in Clauses 12, 15 and 41 to 49 above.

## **TERMS OF REFERENCE**

### **PROVISION OF FACILITIES MAINTENANCE SERVICES AT THE CTBTO TECHNOLOGY SUPPORT AND TRAINING CENTRE**

#### **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 the Signatory States of the Treaty. Further information is available on the Commission’s website at [www.ctbto.org](http://www.ctbto.org).

To support its activities, the Commission has established a comprehensive Technology Support and Training Centre (TeST Centre), a multipurpose facility located within the premises of the Austrian Institute of Technology (AIT) in Seibersdorf, Austria (hereinafter referred to as the “Premises”). The facility was commissioned in 2019 and officially handed over to the Commission in August of 2021. It has a total area of approximately 3,500 m<sup>2</sup>. It consists of two floors (ground and first floor) and an accessible roof area housing Air Handling Unit (AHU) plants and photovoltaic system.

The Premises include office and administrative areas, storage rooms, testing and workshop spaces, training and conference facilities, common areas, kitchens, sanitary rooms, and one elevator, as illustrated in Appendix 2 (“Layout of the CTBTO TeST Centre”). Access to the Premises is controlled through security card access and/or visitor registration at the main reception. Normal operating hours are Monday to Friday, from 08:00 to 16:00; however, these may be adjusted depending on ongoing operational requirements.

Photos, a virtual tour, and additional information about the TeST Centre are available at: <https://www.ctbto.org/our-work/ctbto-test-centre>.

#### **2. Scope**

These Terms of Reference (ToR) describe the requirements for the provision of Facilities Maintenance (FM) Services at the TeST Centre (hereinafter referred to as “the Services”).

The purpose of the Services is to ensure that all building systems, technical installations, and infrastructure components of the TeST Centre are maintained in a safe, operational, and energy-efficient condition, in full compliance with Austrian and EU standards (ÖNORM and EU Directives), manufacturers’ specifications, and applicable environmental, health, and safety regulations.

The Services shall include planned preventive and reactive maintenance activities, as well as minor repairs and ad hoc works, as may be requested by the Commission. The FM provider (hereinafter referred to as “the Contractor”) shall be responsible for carrying out all necessary inspections, testing, servicing, and repairs to maintain the full functionality and reliability of the Premises.

The Scope does not include the following services, which are covered under separate agreements:

- i. Provision of cleaning services;
- ii. Provision of utilities (e.g., electricity, water, heating, cooling);
- iii. Provision, maintenance, and support of IT infrastructure and related systems.

The scope of the Services shall cover, but not be limited to, the following systems and installations, as detailed in Appendix 1 – List of Equipment and Maintenance Requirements:

- Electrical and Building Management Systems (BMS);
- Heating, Ventilation, and Air-Conditioning (HVAC) systems;
- Sanitary and plumbing systems;
- Fire detection, alarm, and protection systems;
- Building envelope and structural elements (minor repairs); and
- Ancillary installations and outdoor facility equipment.

The Contractor shall perform all activities in a manner that ensures continuity of operations, minimizes disruption to the Commission’s personnel, training, and technical activities, and upholds all safety, confidentiality, and data-protection requirements applicable to the TeST Centre.

The Services shall be performed under the supervision of the Commission’s Premises representative, in close coordination with the TeST Centre management team and other service providers (e.g., cleaning, waste management, and security contractors), to ensure the integrated upkeep and optimal functionality of the facility.

The initial contract period shall from the effective date of the Contract until 31 December 2029, with the option of 2 annual extensions thereafter, subject to satisfactory performance, availability of funds and the operational needs of the Commission.

### **3. Applicable Documents**

The following documents shall be applicable for the work to the extent specified hereinafter:

- a. Appendix 1 - List of Equipment and Maintenance Requirements
- b. Appendix 2 - Layout of the CTBTO TeST Centre
- c. Appendix 3 - CTBTO Official Holidays in 2026 and 2027
- d. Appendix 4 - Applicable Austrian and EU standards (ÖNORM and EU Directives)

In the event of conflict between the documents listed above and the content of the ToR, the content of the ToR shall take precedence to the extent of the conflict.

### **4. Commission’s Input**

The Commission will facilitate the Contractor’s performance of the Services through coordination of maintenance schedules, provision of necessary access, and the supply of relevant technical documentation, while the Contractor remains fully responsible for all personnel, tools, and materials required.

The Commission will grant access to the Premises in accordance with security procedures, provide required utilities and a designated storage area, and communicate applicable health, safety, fire protection, and environmental requirements. The Contractor shall comply with these rules, minimize disruption during works, and report any incidents immediately.

A Commission’s Premises representative will serve as the primary point of contact, review maintenance documentation, and conduct inspections or performance assessments as needed.

## **5. General Obligations of the Contractor**

The Contractor shall carry out the activities listed here below and provide the deliverables specified.

### **5.1 Initial Inspection**

The Contractor shall:

- 5.1.1 Conduct an Initial Inspection of the TeST Centre's facilities and technical installations within two (2) weeks from the Contract effective date. The purpose of this inspection is to establish a comprehensive understanding of the building systems' operational status and to verify the completeness and usability of all documentation related to maintenance services;
- 5.1.2 Prepare and submit an Initial Inspection Report providing a clear summary of the inspection findings, including the condition of systems, any deficiencies identified, and recommendations for corrective measures or improvements;
- 5.1.3 Review and verify all documentation relevant to maintenance services, including inspection and maintenance logs, operation manuals, and equipment records, to ensure their availability and adequacy;
- 5.1.4 Check the completeness and accuracy of as-built documentation provided by the Commission immediately after contract award. This shall include verification that technical drawings, plans, and manuals for all trades (e.g., electrical, plumbing, HVAC, fire protection, and BMS systems) are available, legible, and up to date. The Contractor shall update and revise the as-built documentation and plans as necessary;
- 5.1.5 Identify and report any gaps or missing information—such as absent manuals, incomplete records, or outdated documentation—immediately to the CTBTO Representative, accompanied by proposed solutions or recommendations to address such deficiencies;
- 5.1.6 Verify the operational status of all installations, ensuring that systems are functioning in accordance with design specifications and manufacturer requirements; and
- 5.1.7 The Initial Inspection Report shall be submitted to the Commission's Premises representative in both electronic and hard-copy formats for review and acceptance within two (2) weeks after completion of the Initial Inspection. The report will serve as the baseline for the ongoing maintenance activities and performance monitoring throughout the Contract duration.

### **5.2 General Maintenance and Facility Management Services**

The Contractor shall:

- 5.2.1 Provide comprehensive maintenance and facility management services to ensure that all building systems, components, and equipment operate efficiently, safely, and in accordance with manufacturers' recommendations, Austrian legislation, and applicable ÖNORM and EU standards;
- 5.2.2 Prepare and submit quarterly maintenance reports summarizing all activities performed under the Contract, including the operational status of systems, preventive and corrective maintenance carried out, incidents or deficiencies identified, and recommendations for

improvement. Reports shall be submitted in both hard and electronic copies to the Commission's Premises representative for review and acceptance;

- 5.2.3 Establish, update, and maintain a comprehensive Building Maintenance Manual throughout the duration of the Contract. The Manual shall include procedures, maintenance schedules, checklists, and records of all repairs or modifications. It shall remain current, compliant with the Commission's policies and Austrian regulations, and accessible to the commission's Premises representative at all times;
- 5.2.4 During the entire Contract period, all maintenance documentation, as-built plans, and available manufacturers' instructions and manuals on file shall be made available to and remain accessible by the Contractor. The Contractor shall assist the Commission in maintaining accurate and up-to-date as-built documentation, maintenance manuals, and related technical records by reflecting all changes made to the facilities, systems, or installations during the execution of the Services. Any modifications, replacements, or alterations shall be documented promptly and incorporated into the relevant records to reflect the current status of the facility.
- 5.2.5 Respond promptly to all service requests from the Commission within the agreed response times and service levels defined in the Contract. All requests shall be logged, tracked, and reported to ensure timely resolution and communication with the Commission's representative until completion;
- 5.2.6 Provide comprehensive preventive and corrective maintenance services to ensure that all building systems, components, and equipment operate as intended and in accordance with manufacturers' recommendations and Austrian ÖNORM standards. Inspections, testing, adjustments, and repairs shall be conducted as required, and any ad hoc repairs or replacements not covered by the planned maintenance schedule shall be carried out only upon prior written approval from the Commission. A detailed list of systems and maintenance requirements is provided in Appendix 1;
- 5.2.7 The Contractor shall ensure full compliance with health, safety, accident prevention, and fire protection regulations. All personnel shall be adequately trained, equipped with appropriate personal protective equipment (PPE), and briefed on site-specific safety procedures before commencing work;
- 5.2.8 The Contractor shall schedule all technical inspections, maintenance works, and repairs in advance and coordinate them with the Commission's Premises representative to minimize disruption to operations, ensuring that critical activities such as training sessions or laboratory work are not affected.

### **5.3 Planned and Preventive Maintenance (PPM)**

- 5.3.1 The Contractor shall plan, organize, and execute all maintenance activities to ensure that all equipment and systems retain their intended functionality and performance in accordance with applicable Austrian Standards (ÖNORMs) and manufacturer recommendations;
- 5.3.2 All maintenance and service activities shall be properly documented, with maintenance logs and reports submitted to the Commission at agreed intervals;
- 5.3.3 The scope of facility maintenance includes, but is not limited to, the systems listed in

Appendix 1, each with its respective recommended maintenance frequency;

- 5.3.4 All materials, spare parts, wear parts, and consumables used by the Contractor shall comply with current quality standards and regulatory requirements, including environmental protection regulations, and shall be of a quality equivalent to or exceeding that of the original equipment;
- 5.3.5 The Contractor shall be fully responsible for the proper, safe, and legally compliant disposal of all materials generated within the scope of the Services. This includes the coordination and disposal of any special or hazardous waste (e.g. electrical scrap, filters, construction debris, etc.) in accordance with applicable legislation, particularly the Ordinance on Waste Recovery and Disposal Records.
- 5.3.6 Spare Parts Management
- 5.3.6.1 The Contractor shall include, within the respective service item costs, all wear parts, small parts, and auxiliary materials required to be replaced or consumed during maintenance activities. No additional cost claims shall be accepted for these items unless explicitly approved by the Commission in advance.
- 5.3.6.2 Wear parts are defined as components subject to regular deterioration or depletion through normal operation and maintenance. These include, but are not limited to, the following:
- Batteries (button cells, 1.5 V to 9 V types)
  - Seals and gaskets
  - Fuses
  - Connecting elements (e.g. screws, nuts, inserts, fasteners)
  - Air, water, and oil filters
  - Signal lamps and indicator bulbs
  - Engine oils and lubricants used for servicing
  - Belts and drive components
  - Dirt trap sieves and strainers
  - Thermometers and similar minor measuring elements
- 5.3.6.3 Small parts and auxiliary materials are defined as items that cannot be classified strictly as consumables but are essential for the proper operation, upkeep, or restoration of the systems. These include, but are not limited to:
- Paints, coatings, and varnishes
  - Adhesives and bonding agents
  - Polyurethane (PU) foam
  - Silicone sealants and related compounds
- 5.3.6.4 All spare parts, small parts, and auxiliary materials shall:
- a. Comply with relevant ÖNORM standards, manufacturer specifications, and environmental protection regulations;
  - b. Be of equal or superior quality to the original equipment parts; and
  - c. Be sourced from reputable manufacturers to ensure reliability and safety of continued operation.

#### **5.4 Corrective and Reactive Maintenance**

- 5.4.1 The Contractor shall perform all corrective and reactive maintenance required to promptly restore the functionality, reliability, and operational integrity of all systems

and equipment, ensuring they remain fully operational throughout their service life;

- 5.4.2 The Contractor shall promptly carry out all necessary repairs or corrective actions to restore the affected system to full working condition;
- 5.4.3 The Contractor shall ensure that the required spare parts and materials are readily available to minimize system downtime;
- 5.4.4 All repairs and replacements shall be performed using original manufacturer parts to ensure compatibility, safety, and reliability;
- 5.4.5 In cases where original spare parts are no longer manufactured, unavailable on the market, or cannot be delivered within a reasonable timeframe due to circumstances beyond the Contractor's control, the Contractor shall:
  - a. Notify the Commission without delay;
  - b. Conduct a market search to identify technically equivalent alternatives; and
  - c. Submit the proposed alternative solution, with full technical justification, to the Commission for review and approval.
- 5.4.6 For any corrective or reactive maintenance works requiring additional costs, the Contractor shall prepare and submit a detailed quotation to the Commission for review and obtain the Commission's written approval prior to commencing the work.

### **5.5 On-request Services**

- 5.5.1 The Commission may, as and when required, request the Contractor to perform on-request services through the issuance of a Formal Request for Delivery (FRD). The Contractor shall perform such services only upon receipt of a duly issued FRD and in accordance with its terms.
- 5.5.2 The range of services under this category includes, but is not limited to, emergency/urgency request following the protocols and service levels referred to in Section 5.8, plastering, whitewashing, drywall construction and repair, painting, floor and wall tiling, carpentry, replacement or repair of minor malfunctioning devices, machinery maintenance-adjustment and repair of doors and windows, minor plumbing and pipefitting works, metal structure repairs, woodwork, and consulting services related to minor refurbishment and/or construction activities.
- 5.5.3 Payments under the relevant FRD shall be based on the Contract Price list and where applicable against actual hours worked, using the firm fixed hourly rate under the Contract applicable to the type of work performed, regardless of whether a more highly qualified employee carried out the task. Before any such on-request service is issued, the Commission may ask the Contractor for a quotation/estimated costs in advance of authorizing the services. The Contractor shall maintain detailed records of the work performed, including dates, personnel involved, duration, and materials used together with relevant supporting documentation of costs actually incurred, and shall submit these for verification by the Commission. Work undertaken without prior written authorization shall not be eligible for payment.
- 5.5.4 The Contractor shall consider the normal working hours, defined as Monday to Friday from 08:00 to 16:00, when calculating service hours and related costs.

### **5.6 Service Reports**

- 5.6.1 The Contractor shall submit a proposed template for maintenance service reports to the Commission's Premises representative within two (2) weeks after completion of the Initial Inspection for review and approval;
- 5.6.2 The Contractor shall prepare and submit quarterly reports covering general facility

inspections as well as maintenance and repair activities. All reports shall be prepared in English and provided in both hard copy and electronic format;

- 5.6.3 The Commission's Premises representative shall review the reports for approval and may, at any time, request updates, revisions to the report format, or adjustments to the timing and frequency of submission.
- 5.6.4 Reports shall include, at a minimum, the following:
- Inspection Report: Monitoring results covering the overall condition of the building and infrastructure, summary of planned and completed maintenance tasks, and confirmation of compliance with legal, technical, and safety maintenance requirements.
  - Maintenance and Repair Report: Detailed information for each activity performed, including date and time of work, equipment or component concerned, type of maintenance or repair performed, parts replaced, and observations or recommendations.

## **5.7 Coordination and Communication**

### **5.7.1 Coordination Meetings**

- i. The Contractor shall participate in regular coordination and performance review meetings with the Commission's Premises representative. These meetings shall be held on a quarterly basis or as otherwise requested by the Commission.
- ii. The purpose of the meetings shall be to:
  - Review the status of ongoing and planned maintenance activities;
  - Assess service performance against agreed Key Performance Indicators (KPIs) and Service Levels as outlined in Section 13;
  - Discuss operational challenges, incidents, or proposed corrective actions; and
  - Plan upcoming activities and improvements.
- iii. Formal minutes of each meeting shall be prepared by the Contractor and shared within five (5) working days after each meeting. The Contractor shall ensure participation of relevant technical and administrative staff capable of addressing operational, contractual, and performance-related matters.

### **5.7.2 Communication and Responsiveness**

- i. The Contractor shall maintain effective and timely communication with the Commission's Premises representative at all times during the performance of the Contract.
- ii. Written communications (e.g., service requests, clarifications, notifications, or instructions) shall be acknowledged within one business day of receipt, accompanied by an initial response or confirmation of the expected timeline for a detailed reply.
- iii. The Contractor shall designate a primary point of contact and a deputy contact who shall remain available throughout the Contract period to coordinate all maintenance activities, including those performed by subcontractors.
- iv. Any proposed subcontracting arrangements not included in the Contractor's Proposal (Annex C of the Contract) shall require the prior written approval of the Commission, in accordance with the provisions of the Contract.

## **5.8 Response Time and Emergency Maintenance Protocols**

### **5.8.1 Response Time Requirements**

The Contractor shall ensure that qualified personnel are available to respond to service requests within the following maximum timeframes, depending on the nature and urgency of the request:

<b>Type of Service Request</b>	<b>Definition / Examples</b>	<b>Maximum Response Time</b>
Urgent / High Priority	Failures or defects that significantly disrupt normal operations but do not endanger safety	Within 24 hours of notification
Routine / Standard	Minor issues or non-critical maintenance requests	Within 3 working days of notification

#### 5.8.2 Availability and Contact Details

The Contractor shall provide at least two dedicated telephone numbers and one email address for receiving notifications of maintenance and repair requirements. These contact details shall remain valid and continuously monitored during the Contract. Receipt of each notification shall be acknowledged promptly in accordance with the KPI framework.

#### 5.8.3 Emergency Call-Outs Outside Working Hours

- i. The Contractor shall maintain the capability to respond to emergencies outside regular working hours, including weekends and public holidays.
- ii. Emergency call-outs initiated via phone under an FRD, shall be logged, tracked, and reported to ensure timely resolution and communication with the Commission’s representative until completion.
- iii. Such documentation shall include the time of notification, response time, personnel involved, work performed, and confirmation of system restoration.

#### 5.8.4 Determination of Emergency Situations

The Commission’s Premises representative or designated authority shall determine whether a situation constitutes an emergency and shall communicate such determination to the Contractor. The Contractor shall mobilize resources accordingly and ensure timely attendance.

## 6. Qualifications Requirements for the Contractor

The Contractor shall meet the following minimum qualifications:

### 6.1 Legal, Organizational, and Financial Requirements. The Contractor shall:

- 6.1.1 Be a legally registered business entity authorized to operate in Austria and to perform facilities maintenance services in accordance with Austrian and EU legislation.
- 6.1.2 Hold evidence of business registration, relevant licenses, and valid insurance coverage, including liability, property damage, and worker accident insurance.
- 6.1.3 Have and maintain demonstrated financial stability to provide the Services.
- 6.1.4 Maintain an organizational structure capable of delivering the full scope of services, including adequate management oversight, administrative functions, and technical personnel.
- 6.1.5 Operate a Quality Management System (QMS), preferably certified to ISO 9001 or equivalent.

### 6.2 Technical Qualifications and Experience

- 6.2.1 Have a minimum of five (5) years of proven experience in providing facilities maintenance or facility management services of comparable scope and complexity, preferably in laboratory, research, training, or secure technical environments.
- 6.2.2 Demonstrated capability (experience) in maintaining systems similar to those listed in Appendix 1, including HVAC, electrical, BMS, plumbing, fire protection, access control systems, and general facility upkeep.

## **7. Qualifications Requirements for the Contractor's Project Manager**

7.1 The Contractor shall assign a Project Manager with overall responsibility for the coordination, delivery, and quality assurance of all services under this Contract. The Project Manager shall meet the following minimum qualifications:

- 7.1.1 Education: A relevant, successfully completed university degree or higher technical education in fields such as electrical engineering, mechanical engineering, building services engineering, construction management, or an equivalent domestic or foreign qualification.
- 7.1.2 Professional Experience: At least five (5) years of proven professional experience in facility management, building management, or a closely related field.
- 7.1.3 Relevant Project Experience: Demonstrated experience in managing projects of similar scope and complexity as the services described in this ToR. The Contractor shall provide at least one (1) reference project where the proposed Project Manager served as the overall responsible facility or project manager.
- 7.1.4 Language Proficiency: Ability to communicate effectively in English, both in writing and verbally, to ensure clear and efficient communication with the Commission.

## **8. Qualifications Requirements for Contractor's Personnel**

The Contractor shall:

- 8.1 Ensure that all personnel, including subcontractors, assigned to perform services under this Contract possess the necessary training, qualifications, and at least five (5) years of proven professional experience to carry out their duties safely and effectively.
- 8.2 Ensure compliance with all applicable local laws, regulations, and ONORM standards governing professional qualifications.
- 8.3 Deploy only technically competent and professionally certified personnel (e.g., electricians, HVAC technicians, mechanical/electrical specialists, etc.) relevant to the specific services required.
- 8.4 Verify and maintain records of certifications, training, and qualifications for all staff.
- 8.5 Ensure that all requirements set forth for Contractor personnel apply equally to any subcontractor personnel engaged in the provision of services.
- 8.6 Remain fully responsible for the performance and conduct of its personnel and any subcontractors.

## **9. Fire, Health, and Safety Compliance During Maintenance Activities**

- 9.1 The Contractor shall give the highest priority to fire safety, occupational health, and environmental protection during all maintenance, repair, and inspection activities.
- 9.2 The Contractor shall ensure that:
  - 9.2.1 All personnel, including subcontractors, have completed appropriate health, safety, and environmental (HSE) training relevant to their duties.
  - 9.2.2 All work is conducted in full compliance with the Client's safety rules, site-specific safety protocols, and applicable legal and industry standards.
  - 9.2.3 Personnel are equipped with, and consistently use, the required Personal Protective Equipment (PPE).

- 9.2.4 Activities are performed in a manner that minimizes risks to personnel, property, and the environment.

## **10. Energy Management**

- 10.1 The Contractor shall implement all necessary measures to reduce energy consumption and prevent energy waste, with particular attention to electricity, heating, cooling, water usage, and associated environmental emissions. This includes, but is not limited to:
  - 10.1.1 Ensuring the proper, efficient, and responsible operation and control of the Building Management System (BMS).
  - 10.1.2 Applying energy-efficient practices during maintenance and operations.
  - 10.1.3 Identifying and reporting any abnormalities or inefficiencies affecting energy performance.
- 10.2 The Contractor shall support the Commission's sustainability objectives and contribute to reducing the overall energy footprint of the Premises.

## **11. Warranty of Services**

- 11.1 The Contractor shall warrant that all maintenance, repair, and related services performed under this Contract:
  - 11.1.1 Are executed in a professional, competent, and technically sound manner;
  - 11.1.2 Comply fully with applicable ONORM standards and industry best practices;
  - 11.1.3 Are free from defects in workmanship and materials for the duration of the warranty period defined in the Contract.
- 11.2 The Contractor shall remedy, at no additional cost to the Commission, any defects or deficiencies arising from non-compliance or improper execution of Services.

## **12. Confidentiality and Data Security (Risk Management)**

The Contractor shall:

- 12.1 Ensure the confidentiality, integrity, and security of any sensitive information, documentation, or data accessed or encountered during the provision of services.
- 12.2 Treat all information relating to the Commission's facilities, operations, systems, and documentation as strictly confidential.
- 12.3 Prevent unauthorized access, disclosure, use, or distribution of such information.
- 12.4 Ensure subcontractors and personnel are bound by appropriate confidentiality obligations.
- 12.5 Implement appropriate technical and organizational measures to safeguard data.
- 12.6 Immediately report any suspected or actual breach of confidentiality or data security to the Commission.
- 12.7 Ensure that these obligations remain effective throughout the Contract period and continue after termination.

## 13. Key Performance Indicators (KPIs) and Service Level Agreements (SLAs)

The Contractor's performance will be monitored and evaluated using the following KPIs:

### 1. Responsiveness

Indicator	Target
Acknowledgement of urgent/high-priority requests	Within 24 hours
Acknowledgement of routine/minor requests	Within 3 working days
Submission of proposed action plan and schedule (where required)	Within 3 working days of request
Mobilization for approved works	Within the agreed timeframe

### 2. Timeliness of Deliverables

Indicator	Target
Completion of planned maintenance activities and agreed works	≥ 95% completed on schedule
Adherence to approved work schedules	≥ 95%
Emergency response attendance (where immediate intervention is required)	Within agreed emergency response time

### 3. Health, Safety and Environmental (HSE) Compliance

Indicator	Target
Compliance with applicable Austrian regulations, ONORM standards, and site safety requirements	100%
Serious safety violations	(0) zero tolerance
Submission of required safety documentation (risk assessments, method statements, permits, etc.)	100% before commencement of works
Reportable incidents attributable to contractor negligence	0
Corrective actions arising from safety inspections, audits, or incident investigations	100% implemented within the agreed timeframe

### 4. Quality of Services

Indicator	Target
Deliverables accepted without major rework or revision	≥ 90%
Compliance with technical specifications and manufacturer's recommendations	100%
Defects attributable to poor workmanship requiring rework during warranty period	≤ 2% of completed work orders
Customer/client satisfaction rating (if measured)	≥ 90%

### 6. Reporting

Indicator	Target
Submission of quarterly progress reports	Within 5 working days after the end of each reporting quarter
Submission of meeting minutes	Within 5 working days after meeting
Accuracy and completeness of reports	≥ 95%

Maintenance records and asset documentation updated | 100%

### 7. Coordination and Resource Availability

Indicator	Target
Attendance at scheduled coordination meetings	100%
Availability of suitably qualified personnel	As required, with no unjustified delays
Cooperation with CTBTO, other contractors, and site stakeholders	100% compliance

### 9. Performance Thresholds

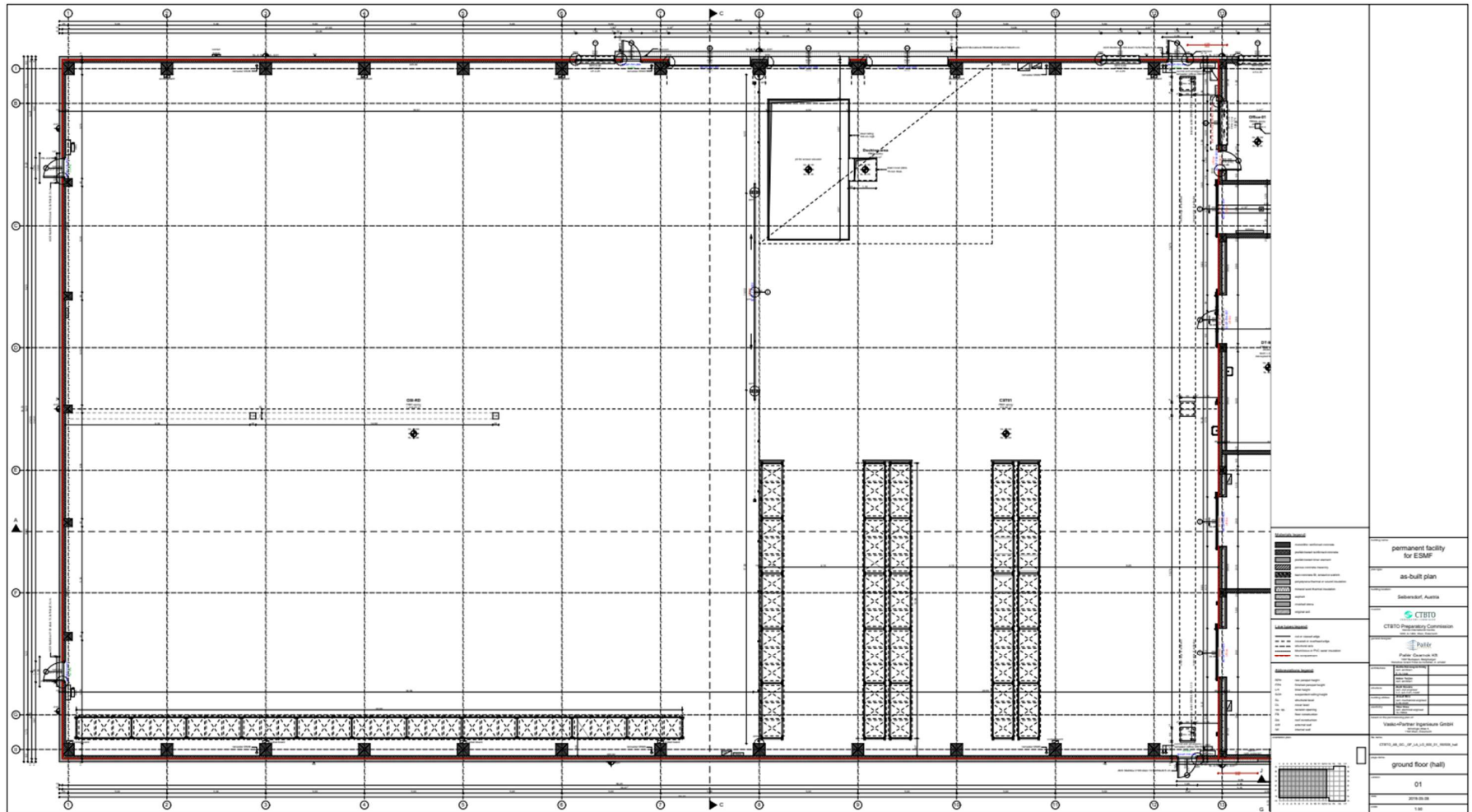
Rating	Performance Level
Excellent	≥ 98% KPI compliance
Satisfactory	95–97% KPI compliance
Needs Improvement	90–94% KPI compliance
Unsatisfactory	< 90% KPI compliance

Failure to meet any HSE KPI, or repeated failure to achieve the minimum acceptable KPI performance level for two consecutive reporting periods, may trigger a SLA penalty, corrective action request, performance review meeting, and/or other contractual remedies as provided under the Contract.

**Appendix 1 - List of Equipment and Maintenance Requirements**

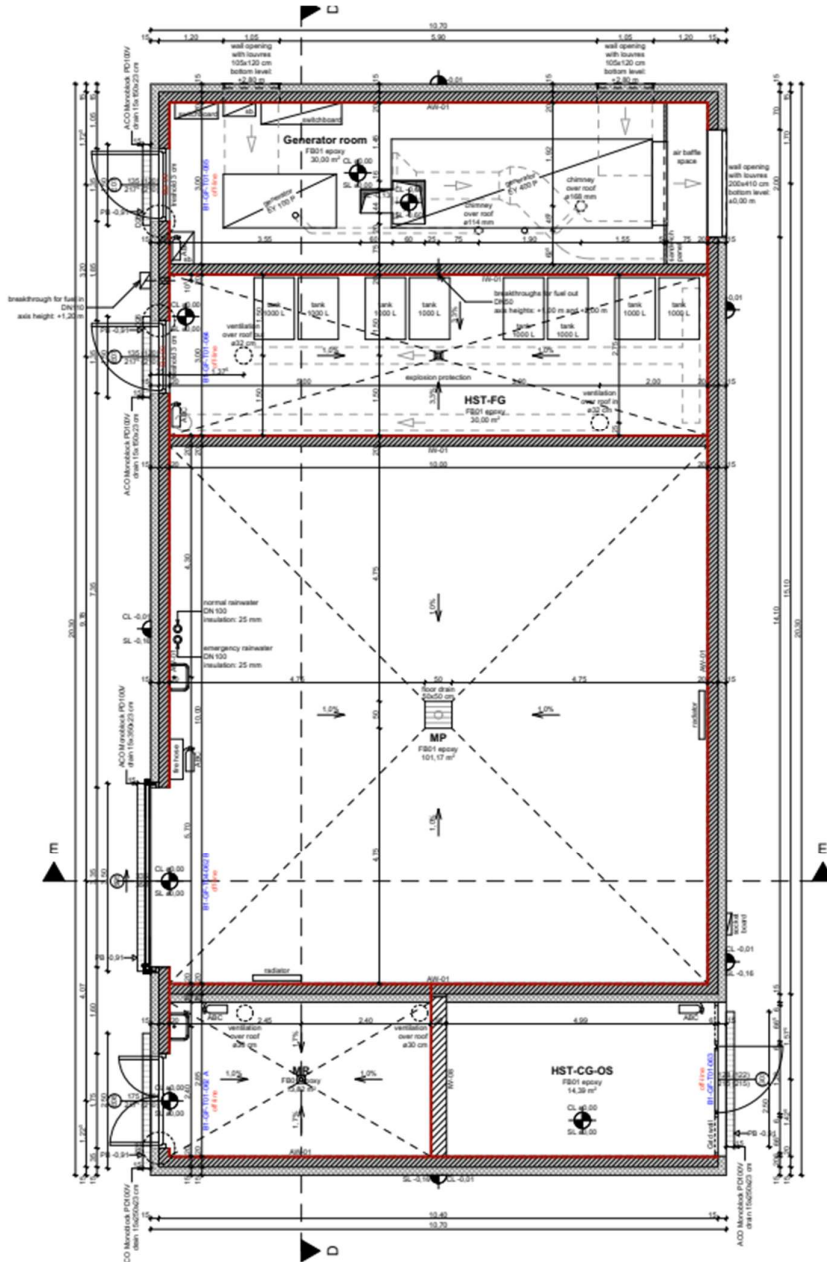
<b>No.</b>	<b>Servies</b>	<b>Frequency</b>	<b>System</b>
1	Fire Protection Sliding doors	1Y	Fire Protection
2	Fire Protection Curtain - Warehouse	1Y	Fire Protection
3	Fire extinguishers	2Y	Fire Protection
4	Sectional doors Entrance	1Y	Building & Façade
5	Sliding Doors Entrance	1Y	Building & Façade
6	Elevator	1Y	Mechanical
7	Rope Safety System	1Y	Building & Façade
8	Electrical Sunshade	1Y	Building & Façade
9	Façade / Windows / Doors	1Y	Building & Façade
10	Fire Water Pond	1Y	Fire Protection
11	Drainage Systems	1Y	Drainage System
12	Fire Protection System	1Y	Fire Protection
13	Wall Hydrant System	1Y	Fire Protection
14	Smoke and heat extraction System	1Y	Electrical & HVAC
15	Object Radio fire department	1Y	Fire Protection
16	Generator System	1Y	Electrical
17	Safety and Emergency Lighting	1Y	Electrical
18	Battery System [Uninterruptible Power Supply (UPS)]	1Y	Electrical
19	Alarm System	1Y	Fire Protection
20	General Electrical System	5Y	Electrical
21	Photovoltaic System	1Y	Electrical & HVAC
22	Electrical Charging Stations	1Y	Electrical
23	Sewage Pump	1Y	Drainage System
24	Oil Separator Outdoor	1Y	Drainage System
25	Air Compressor Unit	1Y	Electrical & HVAC
26	Gas Detector	1Y	Electrical & HVAC
27	HVAC Systems	1Y	HVAC
28	Heat Pumps	1Y	HVAC
29	Cooling Rack [Server Room]	1Y	HVAC
30	Fire Dampers	1Y	Fire Protection
31	Sanitary and Plumbing Systems	1Y	Plumbing
32	Building Management System	1Y	BMS
33	Lightning Protection	1Y	Electrical
34	General Inspection of the Building Structure	1Y	Building & Façade
35	Outdoor Lighting	1Y	Electrical
36	Main Gate	1Y	Building & Façade

## Appendix 2 – Layout of the CTBTO TeST Centre









**Materials legend:**

- monolithic reinforced concrete
- prefabricated reinforced concrete
- prefabricated linear element
- porous concrete masonry
- lean concrete fill, screed or stretch
- polyethylene thermal or sound insulation
- mineral wool thermal insulation
- asphalt
- crushed stone
- original soil

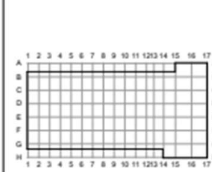
**Line types legend:**

- out or viewed edge
- covered or overhead edge
- structural axis
- bituminous or PVC water insulation
- fire compartment

**Abbreviations legend:**

- RPtH new parapet height
- FPtH finished parapet height
- LxH total height
- SCH suspended ceiling height
- SL structural level
- CL cover level
- rev. op. revision opening
- FB floor construction
- CA roof construction
- EW external wall
- IW internal wall

**orientation plan:**



building name:	permanent facility for ESMF
plan type:	as-built plan
building location:	Seibersdorf, Austria
investor:	 CTBTO Preparatory Commission Vienna International Centre 1000, A-1400, Wien, Österreich
general designer:	 Pallér Csarnok Kft 1057 Budapest, Magyarország Denkhaus Grand Hotel de Irindahá, 4. emelet
architecture:	Zsolt Károlyesi Kissy Szt. architekt
structure:	Zsolt Károlyesi Kissy Szt. architekt
building utilities:	János Biro Szt. mechanikai mérnök S 04-0403
electrical:	Tamas Kocsis Szt. villamosmérnök 13-0404
based on the permitting plan of:	Vasko+Partner Ingenieure GmbH Gröngöser Allee 3, 1190 Wien, Österreich
file name:	CTBTO_AB_GC_QF_LA_LO_602_01_190508_outb
page name:	ground floor (out.)
version:	01
date:	2019.05.08
scale:	1:50









### Appendix 3 – CTBTO Official Holidays in 2026 and 2027

#### Official Holidays for 2026

Thursday	1 January 2026	New Year's Day
Friday	20 March 2026*	Eid al-Fitr
Friday	3 April 2026	Good Friday
Monday	6 April 2026	Easter Monday
Friday	1 May 2026	May Day
Wednesday	27 May 2026*	Eid al-Adha
Monday	26 October 2026	Austrian National Day
Friday	25 December 2026	Christmas Day
Thursday	31 December 2026	New Year's Eve

#### Official Holidays for 2027

Friday	1 January 2027	New Year's Day
Wednesday	10 March 2027	Eid al-Fitr
Friday	26 March 2027	Good Friday
Monday	29 March 2027	Easter Monday
Friday	30 April 2027	May Day
Monday	17 May 2027	Eid al-Adha
Tuesday	26 October 2027	Austrian National Day
Friday	24 December 2027	Christmas Day
Friday	31 December 2027	New Year's Eve

## **Appendix 4 – Applicable Austrian and EU Standards (ÖNORM and EU Directives) (Including but not limited to)**

### **1. Electrical Systems and Safety**

- ÖVE/ÖNORM E 8001 – Electrical low-voltage installations
- ÖVE/ÖNORM E 8101 – Electrical installations in buildings
- ÖNORM EN 50110 – Operation of electrical installations
- ÖNORM EN 61439 series – Low-voltage switchgear and control gear assemblies
- ÖVE/ÖNORM EN 62305 series – Lightning protection systems

### **2. Heating, Ventilation, and Air-Conditioning (HVAC)**

- ÖNORM H 6020 – Maintenance of ventilation and air-conditioning systems
- ÖNORM H 6038 – Hygienic requirements for ventilation and air systems
- ÖNORM H 5180 series – Heating system design and operation
- ÖNORM EN 378 series – Refrigeration systems and heat pumps
- ÖNORM EN 13053 – Air handling units
- ÖNORM EN 12599 – Testing of HVAC systems

### **3. Building Automation and Management Systems (BMS)**

- ÖNORM EN ISO 16484 series – Building automation and control systems
- ÖNORM EN 15232 – Energy performance of buildings – impact of building automation

### **4. Fire Detection, Alarm, and Protection Systems**

- ÖNORM F 1053 – Fire alarm systems: installation, operation, and maintenance
- ÖNORM F 3001 – Portable fire extinguishers: inspection and servicing
- ÖNORM EN 12845 – Automatic sprinkler systems
- ÖNORM EN 54 series – Fire detection and alarm systems
- OIB Guideline 2 – Fire protection requirements in buildings

### **5. Plumbing, Water Hygiene, and Sanitary Systems**

- ÖNORM EN 806 series – Water supply installations inside buildings
- ÖNORM B 5019 – Legionella prevention in warm-water systems
- ÖNORM EN 1717 – Protection of drinking water from contamination
- ÖNORM M 7799 – Water hygiene maintenance requirements

### **6. Waste Disposal, Hazardous Materials, and Environmental Protection**

- Abfallnachweisverordnung – Waste recovery and disposal record requirements
- ÖNORM S 2100 – Classification of waste and hazardous waste
- ÖNORM EN ISO 14001 – Environmental management systems

### **7. Lifts and Elevators**

- ÖNORM EN 81 series – Safety rules for the construction and maintenance of lifts

### **8. Facility Management Processes**

- ÖNORM EN 15221 / ISO 41000 series – Facility management processes, quality, and planning

## **9. Occupational Health, Safety, and Work Environment**

- ASchG – Austrian Worker Protection Act
- ÖNORM EN ISO 45001 – Occupational health and safety management
- ÖNORM Z 1500 – Workplace hazard assessment
- BauV – Construction Work Safety Regulation

## **10. Building Envelope, Construction, and Repair Works**

- ÖNORM B 1300 – Building condition assessment
- ÖNORM B 1301 – Building maintenance requirements
- ÖNORM B 5320 – Painting and coating works
- ÖNORM B 2210–2223 – General contractual conditions for construction trades

## **11. Applicable EU Directives and Regulations**

- Low Voltage Directive (LVD) 2014/35/EU
- EMC Directive 2014/30/EU
- Machinery Directive 2006/42/EC
- Pressure Equipment Directive (PED) 2014/68/EU
- Energy Performance of Buildings Directive (EPBD) 2010/31/EU, amended by Directive (EU) 2018/844
- Energy Efficiency Directive (EED) 2012/27/EU
- Ecodesign Directive 2009/125/EC
- Drinking Water Directive (EU) 2020/2184
- Waste Framework Directive 2008/98/EC
- REACH Regulation (EC) No 1907/2006
- RoHS Directive 2011/65/EU
- Construction Products Regulation (CPR) 305/2011/EU
- GDPR (EU) 2016/679 – Data protection requirements

## **12. Other Normative References**

- ISO 9001 – Quality management systems
- ISO 50001 – Energy management systems
- ISO 27001 – Information security management