

REQUEST FOR PROPOSAL



To: ALL BIDDERS

CTBTO Ref. No.: 2025-0037/POLONSKAYA
(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone:

Fax:

Email:

Date: 24 Mar 25

Subject: Field Air Conditioner Maintenance Service

Deadline for Submission: 14 Apr 25

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 acknowledgment form by email as soon as possible.

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

Yours Sincerely,


Ms Selma Bukvic,
OIC, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0037 Title: Field Air Conditioner Maintenance Service	Closing Date: 14 Apr 25 Vienna Local Time: 17:00
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Procurement Staff: Olga Polonskaya

CTBTO Req. No.: 0010026419

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

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

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

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

INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

1. General

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

This Request for Bid (RFP 2025-0037) is for the provision of Works as described in the Terms of Reference for the “**Maintenance Services for Field Air Conditioners Units**” (hereinafter referred to as the "Works").

The Bid shall meet all requirements stated in the Terms of Reference. For this project, the Commission is seeking capabilities, which will ensure that the equipment is supplied and 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:

- 1) Letter of Invitation
- 2) These Instructions for Preparation and Submission of Bids with its Attachments:
 - Attachment 1: Evaluation Criteria and Method;
 - Attachment 2: Minimum Content of Technical Bid and Technical Compliance Matrix; and
 - Attachment 3: Financial Bid - Price Schedule Form
- 3) Statement of Confirmation
- 4) Vendor Profile Form
- 5) The Commission's Model Contract and its Annexes;
 - Annex A - The Commission's General Conditions of Contract, available at [CTBTO General Conditions of Contract](#) and incorporated hereby by reference; and
 - Annex B - The Commission's Terms of Reference

Note: In the event of award, the Bid will be incorporated as Annex C to the Call-Off Contract.

3. Amendment of RFP Documents

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

4. Language of the Bid

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

5. Format and Submission of the Bid

Instructions for preparation and submission of Bids – Request for Works

The Bid shall be typed, dated and signed by an official legally authorized to enter into contracts on behalf of your company. The Bid 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 Bid.

a. The Bid shall be submitted electronically to procurement@ctbto.org in two (2) separate pdf files:

- one PDF File: containing a Technical Bid *without* prices and
- one PDF File: containing a Financial Bid *with* prices.

b. The subject of the email shall contain the following:

“RFP 2025- 0037/POLONSKAYA _ Maintenance Services for Field Air Conditioners Units”

The Bid shall be received by the above-mentioned addressee not later than the Closing Date indicated in the Letter of Invitation.

6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this 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 accepted after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: procurement@ctbto.org
Subject: Request for Clarifications RFP No.2025- 0037/POLONSKAYA

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

7. Eligible Goods and Works

The Works and goods (if any) to be produced under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which can be found at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from which the Works are supplied.

8. Type of Contract and Payment

The anticipated duration of the Contract is for an initial period of three (3) years and two (2) optional extensions of twelve (12) months each, with firm fixed hourly rates for Works based on the attached Model Contract. The terms and conditions of payment are described in Clause 13 of the attached Model Contract.

9. Preparation of the Bid

Instructions for preparation and submission of Bids – Request for Works

The Bid shall contain, but not necessarily be limited to, the information described below.
The Bid shall be composed of the following separate pdf files:

- I. **Technical Bid** and
- II. **Financial Bid**

providing, but not limited to, the following information:

PART I: TECHNICAL BID

Please state the reference number and the date of this RFP in the Bid and any correspondence relating to it and the contact details and address (name, telephone and e-mail address) of the person/point of contact in your company dealing with this RFP.

Documents Establishing the Eligibility and Qualifications of the Bidder

Documentary evidence of your company's qualifications to provide the Works, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary Works as required in the Terms of Reference (ref. Section 4 of the ToR).

- (i) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. For this purpose, the Bid shall include, but shall not be limited to, the following statements:
 - (a) That, the bidder is legally registered; and have all required licenses and accreditation for the provision of Works, if any;
 - (b) That, the bidder has the financial and technical capability necessary to perform the Contract. The bidder has required facilities/equipment/tools to implement Works;
 - (c) That, the bidder has experience in the successfully executed custom engineering projects.
- (ii) The Bid shall include information on personnel's qualifications and certification.

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

The attached Bidder's Statement Form (see last page of this document), Statement of Confirmation and Vendor Profile Form shall be duly signed and submitted together with the Bid.

Description of Works

An explanation of the bidder's understanding of the Works to be provided by providing a section-by-section response to each of the requirements of the Terms of Reference.

The Bid shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications.

Commission's Inputs

Please note that it is the bidder's responsibility alone to obtain **work permits or visa or similar** for the personnel proposed to implement this project. The Commission will make no effort nor accept any responsibility for obtaining work permits or visa or similar for the Contractor's personnel.

Sub-Contractors

Names, legal status, address and qualifications of subcontractor(s), if any, and the scope of the subcontracted Works. The Bid shall provide a statement that your company shall be fully

responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBTO States Signatories the list of which can be found at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#).

PART II: FINANCIAL BID

In preparing the Financial Bid, Bidder shall use the attached Prices Schedule Form Attachment 3 and define the following:

- (i) The fixed rates in EURO, exclusive of taxes. |
- (ii) Any other costs in EURO, exclusive of taxes.
- (iii) 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/Works shall be quoted separately or be separately identified on the Bid together with information on the nature of the tax and its method of calculation.

In presenting the cost for each item, adequate justification and calculation must be included in the Financial Bid.

Clear and detailed explanations would enable the Commission to evaluate the Bid promptly and proceed with fewer requests for clarifications/justifications in a later stage. This is also a factor influencing the decision for Contract award.

10. Completeness and Correctness of the Bid

The Commission reserves the right to verify all information furnished by a bidder in the Bid through a source of its choice, if required. Any inaccurate information provided in the Bid may lead to the rejection of the Bid.

11. Validity of Bid

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

12. Correction of Errors

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

13. Evaluation of Bid

- a) Bids will be evaluated against the criteria and method set forth in Attachment 1.
- (b) The Commission, based on the evaluation criteria and method given above, will determine the Bid(s), which is/are “most effectively satisfies the technical and operational requirements set out in the solicitation documents”.
- (c) 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.

14. Negotiations of the Bid

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the contract under this RFP.

15. Modification and Withdrawal of Bid

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

16. The Commission’s Right to Reject the Bid

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

17. Costs of preparation and submission of the Bid

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

18. 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 Bid or otherwise without prior written agreement of the Commission.

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

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

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

BIDDER'S STATEMENT
PLEASE STATE BELOW & SUBMIT WITH BID

Delivery Time:

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

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

For one-year period For a period of

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

For a two-year period For a period of

Availability of local Work 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 Works 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

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

TECHNICAL COMPLIANCE MATRIX

RFP 2025-0037/Polonskaya

Maintenance Services for Field Air Conditioners Units

Below sets out the Minimum content of the Proposal and the Mandatory Requirements of the Technical Proposal. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

Part II of this document must be completed and returned as part of the Technical Proposal.

Part I

Item	Minimum content
1. Executive Summary	
	Provide an overview of the Proposal
2. Experience, Resources and Project Management	
Corporate Profile and Values of the Contractor	<ul style="list-style-type: none">• Brief background of the company, mission/vision, ownership, size, address/location of the Workshop, number of personnel by type profile, etc.• Company business structure and its authority to execute all Work under the Contract.• If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.• In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none">a) Relationship of the Bidder's business to any subcontractor(s) that will be used.b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.c) The scope of work and nature of subcontracting.
Corporate Experience	The Proposal should detail the Bidder's experience in executing services of similar scope and complexity.
Requirements for the Contractor and personnel	The Proposal should address and describe all requirements spelled out under Section 4 of the Terms of Reference (ToR).
3. Meeting the Requirements	
1.1 Understanding of the ToR scope	Describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal.
4. Contractor's key staff	

4.1. Visa & Work Permits	Provide written confirmation that the Bidder understands and agrees to take responsibility for obtaining any Visa and/or work permits, which may be required to perform the Service under the Contract. The CTBTO does not sponsor work permits for contractors.
4.2. Documentation and Reporting	Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form.
5. Model Call-off Contract	
	Provide a statement that the bidder has carefully reviewed the Model Call-off Contract and its Annexes and agrees with all its terms and conditions.

Part II – Compliance Matrix

Ref No. of ToR	Requirements <i>A section-by-section response to each section of the Terms of Reference is included in the Proposal</i>	Compliance AND/OR Confirmation of acceptance		Indicate the section in your Proposal and ensure that it is sufficiently described in the Proposal
		Yes	No	
1	SCOPE OF WORK			
1	Call-off Contract(s) for an initial period of three (3) years and two (2) optional extensions of twelve (12) months each.			
1	The stipulated number and type of Field Air Conditioner Units can be supported within Contract(s) duration.			
2	REQUIRED SERVICES			
2	As per para 2a of the TOR Cleaning, annual check, maintenance and certification of the Field Air Conditioner Units provided by the Contractor			
2	The Contractor shall provide on-site repair service performed in the Test Centre. This on-site repair service shall include initial inspection/ diagnoses of the defective unit and an estimate for the services, spare parts and cost required for the repair of the unit.			

3	REQUIRED MATERIALS			
3	The Contractor shall provide all necessary equipment and materials (including filters, cleaning materials and coolant refills (up to 0,5 kg) required to perform the Services.			
3	Upon request, the Contractor shall also provide deployable spare part kits (spare filters, cleaning materials, consumables etc.) to be used during deployed field activities.			
4.	QUALIFICATION REQUIREMENTS			
4	The Contractor shall have a minimum of 5 years of experience in provision of the maintenance and certification of the field air conditioner units.			
4	The Contractor has experience with Dantherm or other type of field air conditioner units maintenance.			
4	The Contractor shall have access to the approved manufacturer's spare parts and materials for the air conditioner units listed in the Section 1 of the ToR.			
4	Contractor's technicians must be certified and have a minimum 3 years of experience in the air conditioner units' maintenance.			
5	DELIVERY TERMS			
5	The Services shall be performed on site at the TeST Centre of the Commission (AIT, 2444, Seibersdorf, Austria).			

STATEMENT OF CONFIRMATION

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

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

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

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

Name (print): _____

Signature: _____

Title/Position: _____

Place (City and Country): _____

Date: _____

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

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

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

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

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:

<p>Bank Details</p> <p>Bank Name:</p> <p>Bank Address:</p> <p>Exact Account Holder Name:</p>	<p>Beneficiary Details</p> <p>Beneficiary Name: (exactly as stated on bank statements)</p> <p>IBAN: (if applicable)</p> <p>Account number:</p> <p>SWIFT/BIC:</p> <p>ABA/Sort Code:</p>
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Additional Details (if applicable)

Correspondent bank:

Correspondent account number:

Correspondent SWIFT/BIC:

Tax Identification Number:

FOR CTBTO USE ONLY		
Evaluated By:	Initials	Date:
Updated By:	Initials	Date:
Remarks:		

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

MODEL CONTRACT

SAP No. xxxxxxxx

between

THE PREPARATORY COMMISSION

FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY

ORGANIZATION

and

NAME OF CONTRACTOR

for

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

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

May 2025

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MODEL CONTRACT

This Contract is entered into between the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION** (hereinafter referred to as the “Commission”), having its office located at the Vienna International Centre, Wagramer Strasse 5, 1400 Vienna, Austria, and [Name of Contractor] (hereinafter referred to as the “Contractor”), having its principal office located at [address] (both hereinafter individually referred to as the “Party” and collectively as the “Parties”).

The Parties hereto mutually agree as follows:

1. DEFINITIONS

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

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

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

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

“**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 Works 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.

“**Services**” means services provided by the Contractor under this Contract as requested by the Commission under FRDs.

“**Taxes**” shall mean all direct and indirect taxes (including value added tax, general sales tax or goods and works 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.

“**Work**” means all the 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 a provision of regular maintenance and certification of the field air conditioner units, emergency repair services and provision of deployable spare part kits (hereinafter referred to as the “Services”) on a Call-off Basis, 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 the Parties fulfill all their obligations hereunder.
- (b) The Commission shall have the right to call-off the Service in the form of FRD within a period of 3 (three) years from the Effective Date (hereinafter referred to as the “**Call-off Period**”). The commencement and completion date for the performance of each requested Service (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 extension exercised under sub-Clause (c) below.
- (c) The Commission have the option to extend the Call-off Period of the Contract twice, each extension period is 1 (one) year, under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about its intention to extend the Service 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 Service as specified in Annexes B and C.

- (b) The Contractor shall provide qualified personnel as necessary to perform the Service under this Contract.

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 Services through the issuance of individual FRD in accordance with Section 5 of Annex B based on the firm fixed unit prices set out in Annex C. The Contractor shall not perform or schedule any Service if not requested by the Commission through FRD.
- (b) The FRD issued by the Commission shall be the basis for acceptance, invoicing and payment of any Services performed by the Contractor.
- (c) The performance of 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 Services shall be performed at the place and within the approved Service Plan and Safety Protocol 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 Service 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 Service 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

- (a) The provisions of Clause 28 of Annex A shall apply to the Service performed by the Contractor.

- (b) The Contractor shall ensure that the Commission shall experience no loss of Service or support level by sub-contractors acting on behalf of 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 Service 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 Service.
- 9.3** If the Contractor notices that the Service 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 Service.
- 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 premises, as well as identified field test areas, as applicable, who may be affected thereby.
 - (ii) property of the Commission or field test areas, 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 premises, as applicable, during the execution of the Service.
- 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 Service is carried out in accordance with Annexes B and C and shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information and for access to the site by the Contractor regarding the Service.

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 each FRD issued during the firm Call-off Period specified in Clause 3(b) above, the firm fixed rates set out in Annex C;

(ii) if applicable, agreed and fixed cost of material and/or part(s) confirmed in FRD;

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

(b) The rates set out in Annex C shall be held firm and 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 (allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions).

(d) **[PLEASE SELECT, AS APPLICABLE, ONE OF THE FOLLOWING AT THE TIME OF AWARD]:**

[Identify type [and amount] of Taxes] is/are applicable under this Contract. 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 13.2(d) below.

OR

No Taxes are applicable under this Contract.

13. PAYMENT TERMS

13.1 Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment:

- (a) Original invoice submitted in accordance with sub-Clause 13.2(c) below reflecting the actual costs;
- (b) **[IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, THIS PARAGRAPH SHOULD BE OMITTED:]** Documentation referred to in sub-Clause 13.2 (d) below supporting any Taxes paid; and
- (c) Any other documentation that might be required under the applicable FRD.

13.2 General Payment Provisions

- (a) The Commission shall make the payments to the Contractor on the basis of an invoice submitted by the Contractor. All payments shall be made within 30 (thirty) days of the receipt and acceptance of the original invoice, provided that the Service 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 Service 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 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.

IF NO TAXES ARE APPLICABLE UNDER THIS CONTRACT, PARAGRAPH (d) BELOW SHOULD BE OMITTED.

- (d) **[**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 Service, 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 Service 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 Service 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 Service 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 Service 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 Service.

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 Service, 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 Services and shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C shall constitute integral parts of this Contract and shall be of full force and effect.

18. DISCREPANCIES

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

- (i) This document;
- (ii) The Commission’s General Conditions of Contract (Annex A) - [CTBTO General Conditions of Contract 08-10-2021_final.docx](#) ;
- (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:

*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*

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*

For invoices and payment related enquiries

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: _____

For and on behalf of **[CONTRACTOR]:**

[Name and Position]

Date: _____

Place: _____

LIST OF ANNEXES

ANNEX A: THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT [CTBTO General Conditions of Contract_08-10-2021_final.docx](#))

ANNEX B: THE COMMISSION'S TERMS OF REFERENCE

ANNEX C: THE CONTRACTOR'S PROPOSAL

ANNEX B

TERMS OF REFERENCE

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

1. BACKGROUND INFORMATION

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

2. OBJECTIVES

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

As part of the standard maintenance and certification program of auxiliary equipment to preserve the operational capability of the units as well as to provide as needed repair and overhaul services for potentially defective units, the Commission seeks to establish a Service Call-Off Contract (hereinafter referred to as the “Contract”) for the provision of regular maintenance and certification of the field air conditioner units, emergency repair services and provision of deployable spare part kits (hereinafter referred to as the “Services”). The anticipated duration of the Contract is for an initial period of three (3) years and two (2) optional extensions of twelve (12) months each.

The number and type of Field Air Conditioner Units to be supported in the contractual period will vary (increase/decrease) as the Commission is expecting to obtain additional units during 2025 as follows:

- Dantherm AC-M18 field Air Conditioning Unit: current holdings are eighteen (18) units, expected to increase up to thirty (30) units in the upcoming period.
- Dantherm AC-M7 MKII field Air Conditioning Unit: current holdings are six (6) units – number of units in service will decrease as some older units are replaced with AC-M18 units.

- Gree GWH18MC-K3 and similar mobile or split AC Unit: current holdings are five (5) units

Required Services will be confirmed via Formal Request for Delivery (hereinafter referred to as the “FRD”) issued by the Commission for each activity.

3. REQUIRED SERVICES

- a. Cleaning, annual check, maintenance and certification of the Field Air Conditioner Units provided by the Contractor shall include the following Services:
 - Functionality check of each unit and its major components.
 - Check and refill of liquid and coolant levels as required.
 - Check of possible leaks and defects of the units, repair of minor issues.
 - Lubricate and cleaning of relevant components as required by the manufacturer’s maintenance instructions.
 - Change filters and other consumable units in accordance with the maintenance instructions.
 - Clean and disinfect the heat exchangers, filters and other parts as recommended by the manufacturer
 - Issue the annual certificate of maintenance for each unit in accordance with Austrian regulations.
- b. Repair services for defective units provided by the Contractor shall include the following Services:
 - In case of a defective unit, the Contractor shall provide on-site repair service performed in the Test Centre. This on-site repair service shall include initial inspection/ diagnoses of the defective unit and an estimate for the services, spare parts and cost required for the repair of the unit.
 - In case the unit cannot be repaired on -site, the Contractor must provide a comprehensive cost estimate for the repair, including any additional transportation and handling costs. These additional costs will have to be agreed by the Commission prior to proceeding with repair/maintenance activities of the defective units.

4. REQUIRED MATERIALS

- a. The Contractor shall provide all necessary equipment and materials (including filters, cleaning materials and coolant refills (up to 0,5 kg) required to perform the Services.
- b. Upon request, the Contractor shall also provide deployable spare part kits (spare filters, cleaning materials, consumables etc.) to be used during deployed field activities.

Terms of Reference

Provision of Maintenance and Certification of Field Air Conditioner Units

5. QUALIFICATION REQUIREMENTS TO CONTRACTOR AND PERSONELL

- The Contractor shall have a minimum of 5 years of experience in provision of the maintenance and certification of the field air conditioner units.
- The Contractor has experience with Dantherm or other type of field air conditioner units maintenance.
- The Contractor shall have access to the approved manufacturer's spare parts and materials for the air conditioner units listed in the Section 1 of the ToR.
- Contractor's technicians must be certified and have a minimum 3 years of experience in the air conditioner units' maintenance.

6. DELIVERY TERMS

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

7. MONITORING OF WORK

The Commission reserves the right to monitor the Services implementation by the of the Contractor.