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TO: All Bidders  
FAO Sales Managers

FROM: Ms. Sally Alvarez De Schreiner  
Chief, Procurement Section  


DATE: 3 August 2022

REF.: ITB No. 2022-0077/  
THORVALDSDOTTIR

TEL. NO.:

TEL. NO.: +43 1 26030 6350

EMAIL:

EMAIL: [procurement@ctbto.org](mailto:procurement@ctbto.org)

**SUBJECT: Clarifications No. 2 – ITB No. 2022-0077/Thorvaldsdottir:  
“Supply and Delivery with "CTBTO" Logo printed Backpacks (for Notebooks), Cotton  
Bags and Pens for IDC/CBT Events (2022-2025)”.**

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Dear Sales Manager,

Please find attached the response to queries raised by an interested bidder in respect of ITB No. 2022-0077 /THORVALDSDOTTIR: “*Supply and Delivery with "CTBTO" Logo printed Backpacks (for Notebooks), Cotton Bags and Pens for IDC/CBT Events (2022-2025)*”.

Kindly note that previous queries and corresponding responses have been greyed out. Please take this response into account in the preparation and submission of your bid.

Based on these Clarifications No. 2, the ITB Instructions for Preparation and Submission of Bids have been updated (see Attachment 1) to include a request for the submission of physical samples. This request is highlighted under Section 9 of the ITB Instructions for Preparation and Submission of Bids.

Please also note that the deadline for the submission of bids is herein extended to **12 August 2022**.

We are looking forward to receiving your bid prior to the submission of the extended deadline on 12 August 2022, 17:00 hours, Vienna (Austria) local time.

Kind regards,



for Ms. Sally Alvarez De Schreiner  
Chief, Procurement Section

**Attachment 1: Updated ITB Instructions for Preparation and Submission of Bids**

Item#	Question	Answer
1	Can you provide a soft copy of the logo to be inscribed on the items or we are to design the logo?	The softcopy of the Log will be provided once the successful bidder is selected. The Commission has not requested any bidder to start production of the items before the contract is awarded to the successful bidder.
2	Are we able to quote just for the BACKPACKS as we are a factory direct International distributor, but we do not sell the other items?	Bidder can quote for one or all items as per the ToR including the optional services.
3	Are the samples requested for the 3 items in the ITB? Are samples requested for submission before the bid closing deadline?	CTBTO has reviewed this question and decided to request bidders to submit samples for 3 items by 15 August 2022. The bidders shall note that CTBTO will not pay any costs incurred in the preparation or submission of these samples.
4	Are the blue or navy requirements of Item 1 and Item 2 completely consistent.	Please use blue for both items as per pictures provided. Not necessarily the same colour.
5	Are the 3 items required to be completely consistent with the images on page 44-48 from the ITB, or comply with the specifications on page 41 is acceptable?	Please comply with the specifications as provided.
6	Is there a public opening to this bid via Zoom or Microsoft Teams, etc.?	No public opening to the bids, bids will be opened by Tender Opening Panel in accordance with the Commission’s internal procurement procedures.
7	Is ISO9001 or equivalent certificate requested to the vendor and manufacturer to this bid?	Not necessarily required, but if the bidder could provide would be good.
8	Do you need a sample for the backpack? If yes, when is the sample deadline?	Yes, we need a sample. Please send it by 15 August 2022 as set out in the above paragraph 3.

## INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS

### 1. General

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

This Invitation to Bid (ITB) is for the provision of goods and services as described in the attached Terms of Reference. The Commission wishes to engage one or more supplier for the supply with the "CTBTO" Logo printed back packs (for notebook), cotton bags and pens for IDC/CBT events (2022-2025) on a call-off basis.

The Commission intends to conclude a long-term agreement in the form of a call-off contract (Contract) with fixed unit prices for one (1) year, with a possibility of extension for two (2) more years. Any order placed under the call-off contract will be based on a Formal Request for Delivery (FRD) to be issued on an "as needed" basis by the Commission.

For this purpose, the Commission wishes to solicit a competitive offer (Bid) for the required goods in accordance with the attached Terms of Reference.

In case of an award, the following documents shall govern the **Contract** and in case of discrepancies or inconsistencies, the documents to prevail shall be given precedence in the following order:

- (a) The Contract;
- (b) The Commission's General Conditions of Contract (Annex A);
- (c) The Commission's Terms of Reference (Annex B);
- (d) The Bidder's Offer (Bid) (Annex C).

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

This ITB consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Bids including:
  - Attachment No. 1: Technical Evaluation Criteria
  - Attachment No. 2: Price Format Sample
  - Attachment No. 3: Procedure for Submitting Sealed Bids Electronically
- (c) The Commission's General Conditions of Contract (Annex A)
- (d) The Commission's Terms of Reference (Annex B) with attached samples.
- (e) Vendor Profile Form
- (f) List of CTBT Member States
- (g) Statement of Confirmation

### 3. Amendment of the ITB Documents

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

### 4. Language of the Bid

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

### 5. Format and Submission of the Bid

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

(a) The Bid shall be submitted electronically in three separate pdf files:

- (i) one containing a Financial Bid *with* prices,
- (ii) one containing a Financial Bid *without* prices, and
- (iii) one containing a Technical Bid,

The subject of the email shall contain the following:

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

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

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

**The Proposal shall be submitted electronically according to the Attachment 3 “PROCEDURE FOR SUBMISSION OF ELECTRONIC BIDS”.**

(b) The Bid shall be sent to: [procurement@ctbto.org](mailto:procurement@ctbto.org) not later than the closing date indicated in the Letter of Invitation.

### 6. Request for Clarifications and Contacting the Commission

The Commission will issue clarifications, if required. Bidders are requested to e-mail any questions pertaining to this ITB as soon as possible after receipt of the solicitation documents, but in any case, no later than 5 business days prior to the Closing Date. No requests for clarifications will be entertained after this time. Questions will only be accepted via e-mail and should be sent to:

E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org)

Subject: Request for Clarifications re ITB No. 2022-0077/Thorvaldsdottir

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

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

## **7. Eligible Goods and Services**

The goods and services (if any) to be rendered under the [Contract](#) shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT), the list of which is attached to this ITB. For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

## **8. Type of Contract and Payment**

The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract. Within 30 days of receipt and acceptance of the services and of the following documents:

- (a) Invoice(s) to be submitted by the Contractor electronically, from the Contractor's official e-mail address in PDF format, duly signed and stamped by the Contractor and submitted to the Commission's email address specified in the Contract. 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 and actual pre-paid transportation & insurance cost (if applicable);
- (b) Acknowledgement copy of the relevant FRD with Contractor's signature;
- (c) Any other relevant documents.

Applicable Taxes payable by the Supplier and/or its subcontractor(s) shall be invoiced separately or be separately identified on the invoice. Actual payment of the Taxes must primarily be supported by original documentation such as invoices, bank account statements, transfer orders, or receipts issued by the local tax or customs authorities. If submission of such original documentation is not possible for justifiable reasons, their copies could be accepted by the Commission, provided that they are duly signed and certified by local tax or customs authorities. In case the currency in which the taxes are levied is not the currency of the Contract, bank statements (or equivalent) showing the exchange rate used for the conversion shall be submitted to the Commission, in addition to any other supporting documentation.

"Taxes" means all direct and indirect taxes (including value added tax, general sales tax or goods and services tax), assessments, fees, customs duties, liens and charges in as much as they are levied in conclusion or implementation of the Contract, including customs restrictions and charges of similar nature in respect of articles imported or exported for the Commission's official use.

## **9. Content of the Bid**

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

The Bid shall be composed of the following separate parts:

**I. Technical Bid;** and

**II. Financial Bid;**

providing, but not limited to, the following information:

### **PART I: TECHNICAL BID**

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

#### **1. Statement of Confirmation**

The attached Statement of Confirmation shall be duly signed and submitted together with the Bid.

#### **2. Documents Establishing the Eligibility and Qualifications of the Bidder**

(a) The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor. In order to award a contract to a Bidder, its qualifications must be documented to the Commission's satisfaction. These include, but are not limited to the following:

(i) That, in the case of a Bidder offering to supply goods under the [Contract](#) which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;

(ii) That the Bidder has the financial, technical, and production capability necessary to perform the [Contract](#).

(b) Expertise of the Firm/Organization: This section shall provide details regarding the experience of the organization and a list of the projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the ITB.

(c) In complying with this section, the Bidder assures and confirms to the Commission that the personnel being nominated are available to fulfil the demands of the [Contract](#) during its stated full term.

#### **3. Contact Person**

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

#### **4. Specifications**

The Bid shall include a detailed description of the items proposed and include relevant technical literature. The Bid shall also provide any other relevant issue which the bidder would like to bring to the attention of the Commission whether or not having cost implications. This shall include details of warranties/manufacturer's guarantees in respect to any Equipment item.

#### **5. Sub-Contractors**

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

#### **6. Insurance**

Insurance to be included in the Bid must be for All Risk, covering 110% of the cost of the equipment proposed, and from the date/place of the shipment to the date/place the delivery is completed. The insurance shall be in the name of the supplier and the Commission. You are requested to confirm that you will provide this insurance coverage.

#### **7. Delivery Schedule**

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

#### **8. Model Contract**

A statement that the bidder has carefully reviewed the Commission's General Conditions of Contract, Model Contract, and agreed to all terms and conditions. These will form part of the contract for this procurement

#### **9. Samples**

The bidder shall provide physical sample of each of the three (3) items under sections 2.1, 2.2 and 2.3 of the Terms of Reference by 15 August 2022 to the following delivery address:

The Commission (CTBTO)

Receiving Area PTS/CTBTO

Vienna International Centre (VIC)

Wagramer Strasse 5, PO Box 1200

A-1400 Vienna, Austria

Attn.: Ms. Aneta Ello

Tel.: +43 1 26030 6529

E-mail: [Procurement@ctbto.org](mailto:Procurement@ctbto.org)

## **PART II: FINANCIAL BID**

- (a) The Bid shall include the costs of the goods, packing and handling, insurance, transportation, customs clearance (if applicable) and local delivery to:
- Vienna International Centre (VIC), Austria, the Headquarters of CTBTO; and/or
  - as an Option, to Spain, Toledo.
- (b) The delivery terms shall be DAP (“Delivered At Place VIC” - Incoterms 2020) “door-to-door”.
- (c) The Bidder is required to prepare the Price Schedule using the Price Format Sample (provided in Attachment 2 to these Instructions for Preparation and Submission of Bids). In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in US Dollars or EURO and be computed to constitute the total Contract Price.
- (d) 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.

*(i) For Austrian companies*

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

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

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

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



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

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

## 9. Completeness and Correctness of the Bid

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

## 10. Evaluation of the Bid

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

The detailed list of technical evaluation criteria is provided in Attachment 1 to these Instructions "Technical Evaluation Criteria".

- (b) Subject to the conformance of the Technical Bid to the technical specifications, the Financial Bid shall be evaluated as follows:
  - (i) contractual compliance;
  - (ii) commercial acceptability.
- (c) The Commission, based on the evaluation method given above, will determine the Bid which is the "*least costly technically acceptable Bid*".
- (d) To assist in the examination, evaluation and comparison of bids, the Commission may, at its discretion, request any Bidder to clarify its Bid. The Commission's request for clarification and the Bidder's response shall be in writing.

## 13. 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.

## 14. Validity of the Bid

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

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

The Commission reserves the right to request clarifications on the Bid and to enter into negotiations regarding technical or commercial aspects of the Bid before awarding the [Contract](#) under this ITB. If and when the Bid, including any amendment resulting from such negotiations, is fully agreed, the Commission will notify the bidder in writing. The Commission also reserves the right to split the award for this project if so deemed desirable.

**16. Modification and Withdrawal of Bid**

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

**17. The Commission's Right to Reject the Bid**

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

**18. Right to Vary Requirements at the Time of Award**

At the time of award of [Contract](#) the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty per cent (20%) of the total offer, without any change in the unit price or other terms and conditions.

**19. Costs of preparation and submission of the Bid**

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

**20. Proprietary Information**

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

**21. 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

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

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 Bid : **Yes**  **No**

**Confirmation that the bidder has reviewed the Commission's General Conditions of Contract Model Contract, and agreed to all terms and conditions.**

**Yes**  **No**

**Remarks:**

**Name:**

**Name & Title of Contact Person:**

**Signature & date:**