

INVITATION TO BID

THIS IS NOT AN ORDER

To: ALL BIDDERS

CTBTO Ref. No.: 2024-0066/Thorvaldsdottir
(PLEASE QUOTE ON ALL COMMUNICATIONS)

Tel. No.: +43 (1) 26030-6350
E-mail: procurement@ctbto.org

Attn.:

Phone:
Fax:
Email:

Date: 9 Apr 24

Title of Request: Field Heating and Cooling Equipment on a Call-Off Basis

Deadline for Submission: 23 Apr 24

Vienna Local Time: 17:00

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

| Item | Description and Requirements | Quantity | U/M |
|-------------|---|-----------------|------------|
| 1 | Field Heating and Cooling Equipment On a Call-Off Basis In accordance with the attached Technical Specifications | 1 | Lot |

When preparing your bid, please follow the attached instructions. You are kindly requested to complete and return the acknowledgement form by e-mail as soon as possible. If you have any questions you should contact the e-mail address indicated above. We look forward to receiving your bid.

Yours sincerely,


Sally Alvarez de Schreiner
Chief, Procurement Services Section

ACKNOWLEDGEMENT FORM

| | |
|---|---------------------------------|
| Solicitation No: 2024-0066 | Closing Date: 23 Apr 24 |
| Title: Field Heating and Cooling Equipment on a Call-Off Basis | Vienna Local Time: 17:00 |

Procurement Staff: Thorvaldsdottir

CTBTO Req. No.: 0010023864

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

WITHIN FIVE (5) DAYS

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

by email to
procurement@ctbto.org

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

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

| | |
|---|--|
| C: We will not submit a bid for the following reason(s) | |
| ___ our current workload does not permit us to take on additional work at this time; ___ we do not have the required expertise for this specific project; ___ insufficient time to prepare a proper submission; ___ 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 Invitation to Bid (ITB) is for the provision of **Field Air Conditioners, Diesel Electric Heaters, Optional Equipment and Accessories** (hereinafter referred to as the "Goods" and/or the "Services").

The Commission intends to establish a Call-Off Contract for the Goods and Services whereby the required Goods and Services will be requested through a Formal Request for Delivery (FRD) issued by the Commission to the Contractor, each FRD indicating the respective requirements.

The Bid shall meet all requirements stated in these Instructions and the Technical Specifications. The Bidder may also present an alternative technical and related cost Bid, which would result in higher performance, better quality and a more economical solution, provided that the required technical performance specifications are fully met.

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 Bidder's Statement Form and with the following Attachments:
 - o Attachment 1: Technical Compliance Matrix
 - o Attachment 2: Format of Financial Bid
 - o Attachment 3: Instructions for Submitting Electronic Offers in 2 Sealed Files
- (c) The Commission's Model Contract and its annexes:
 - The Commission's General Conditions of Contract (Annex A), incorporated herein by reference available at this link: [Microsoft word - CTBTO General Conditions of Contract 08-10-2021 final clean.docx](#);
 - The Commission's Technical Specifications (Annex B)

NOTE: In the event of award the Bid will be incorporated as Annex C of the Contract
- (d) Statement of Confirmation
- (e) Vendor Profile Form

3. Language of the Bid

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

4. 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.

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 initialled by the authorized person(s) signing the Bid.

The Bid shall be submitted electronically according to the attached “INSTRUCTIONS FOR SUBMITTING ELECTRONIC OFFERS IN 2 SEALED FILES”.

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

The Bid shall be received not later than the closing date and time indicated in the Letter of Invitation.

6. Request for Clarifications and Contacting the Commission

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

E-mail: procurement@ctbto.org
Subject: ITB No. 2024-0066/THORVALDSDOTTIR - 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 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 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 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.

8. Type of Contract and Payment

The Commission intends to conclude a firm fixed price Call-Off Contract based on the Commission's Model Contract. The terms and conditions of payment are set forth in the attached Model.

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.

Contract Person and Personnel

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

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

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

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

Technical Compliance Matrix, Bidder’s Statement and Statement of Confirmation

The attached Technical Compliance Matrix, Bidder’s Statement and Statement of Confirmation shall be duly signed and submitted together with the Bid.

Specifications

The Bid shall include a detailed description of the items proposed, including a section-by-section response to the Commission’s Technical Specifications 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 guaranties in respect to any Equipment item.

Manufacturer’s Part Number

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

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 your 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 (the list is available on the CTBTO website at www.ctbto.org under [Status of Signatures and Ratifications | CTBTO](#)).

Delivery Schedule

Delivery time shall be in accordance with the Commission's Technical Specifications, indicated in weeks after receipt of an order and shall be firm during the validity of the Bid.

PART II: FINANCIAL BID

- (a) The Bid shall include the costs of the Goods and Services required in the Technical Specifications.

In presenting the cost for each item, adequate justification and calculation must be included in the cost Bid. All individual costs shall be stated in **EURO** or **USD** and be computed to constitute the total Contract Price.

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.

- (b) In principle the Commission is exempt from taxes. Since the arrangement under which such exemption is respected varies from country-to-country, the selected bidder will be informed by the Commission whether tax exemption will occur at source or whether taxes paid by the selected bidder will be reimbursed by the Commission upon submission of the original supporting documentation.

(1) *For Austrian companies*

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

(2) *For European Union (EU) Companies*

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).

(2) *For Non-European Union 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. 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.

10. Completeness and Correctness of the Bid

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

11. Evaluation of the Bid

- (a) The technical evaluation shall include the following evaluation criteria:
 - (i) compliance of the equipment with the technical specifications;
 - (ii) Contractor's qualifications;
 - (iii) delivery schedule.
- (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”, subject to contractual and commercial acceptability.

12. Correction of Errors

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

13. Validity of the Bid

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

14. Negotiations of the Bid and Award

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

15. Modification and Withdrawal of the Bid

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

16. The Commission's Right to Reject the Bid

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

17. 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.

18. 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.

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/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** ☐

Remarks:

Name:

Name & Title of Contact Person:

Signature & date:

Attachment No. 1

Technical Compliance Matrix

Mandatory Technical Requirements

Field Air Conditioners, Diesel Electric Heaters, Optional Equipment and Accessories

| Criteria | Mandatory (Y/N) | Optional (Y/N) | Offered (Y/N) | Comments Please complete this column |
|--|--------------------|-------------------|------------------|--|
| Terms of Reference Para 2.1.1 Field Air Conditioning Units | | | | |
| Supply and delivery of Dantherm ACM-18 air conditioning units | Y | | | |
| Accessories set for Dantherm ACM-18: | | | | |
| Remote thermostat with 15 m cable and cooling/heating selector switch | Y | | | |
| Insulated, flexible air duct Ø400 mm x 3 m incl. storage bag | Y | | | |
| Uninsulated flexible air duct Ø400 mm x 5 m incl. storage bag | Y | | | |
| Air distribution duct Ø400 mm x 6 m | Y | | | |
| Spare parts and filters | Y | | | |
| Maintenance and operations manual (in English) | Y | | | |
| Insulated flexible air duct (conical shape) with reduced diameter at tent end, Ø400 mm (unit end) Ø 315 mm (tent end) insulated, flexible, min 3 long air duct including storage bag | | Y | | |
| Terms of Reference Para 2.1.2 Field Diesel Electric Heaters | | | | |
| Supply and delivery of VA-M15MKII | Y | | | |
| Terms of Reference Paragr.2.1.3 Accessories for VA-M15MKII | | | | |
| Remote thermostat with 15 m cable and cooling/heating selector switch | Y | | | |
| CO monitor | Y | | | |
| 2x Insulated, flexible air duct Ø225 mm x 3 m with spigot incl. storage bag | Y | | | |
| Air distribution duct- Ø 225x6000mm | Y | | | |
| Fuel lance for jerry can | Y | | | |
| Spare parts, and filters | Y | | | |

| | | | | |
|--|---|---|--|--|
| Maintenance and operations manual (in English) | Y | | | |
| Terms of Reference Para 2.1.4 Standard spares main components and accessories | | | | |
| Eight items specified as major spares components | Y | | | |
| Terms of Reference Para 2.1.5 Optional Items | | | | |
| Stated that if so required, bidder can provide quotation for field heating or cooling equipment as listed in seven examples given. | | Y | | |
| Terms of Reference Section 3 | | | | |
| Warranty of two years. | Y | | | |
| Optional maintenance support. | | Y | | |
| Terms of Reference Section 4 | | | | |
| Delivery DAP door-to-door to Seibersdorf, Austria (Incoterms 2020) | Y | | | |

Attachment 2
Format of Financial Bid

The Bidder is required to prepare the Price Schedule using the form below. The Price Schedule must provide a detailed unit price of examples of Goods and related Services to be provided. Please add columns as and if applicable

| Item | ToR Section | Description | Unit of Measure | Unit Price EUR/USD* | Total Price EUR/USD* | Catalogue Discount | Volume based discount |
|------|-------------|---|-----------------|---------------------|----------------------|--------------------|-----------------------|
| 1 | 2.1 | Dantherm ACM-18 Air Conditioning Unit | 1 | | | | |
| 2 | 2.1.1 | Standard Accessories Set for AC Unit | 1 | | | | |
| 3 | 2.1.2 | Optional Non-standard Accessories Set for AC Unit | 1 | | | | |
| 4 | 2.2. | Diesel Electric Heater (Standard Tent Heater) | 1 | | | | |
| 5 | 2.2.1 | Standard Accessories Set for Diesel El. Heater | 1 | | | | |
| 6 | 2.2.2 | Standard Spare Main Components and Accessories for Diesel El. Heater | 1 | | | | |
| 7 | 2.3 | Optional Items: | 1 | | | | |
| 8 | 2.3 | AC-M5MKII container cooler | 1 | | | | |
| 9 | 2.3 | AC-M11 tent cooler | 1 | | | | |
| 10 | 2.3 | AC-M16 tent cooler | 1 | | | | |
| 11 | 2.3 | ACT-7 mobile cooler | 1 | | | | |
| 12 | 2.3 | Dantherm AC-M10 – container cooler | 1 | | | | |
| 13 | 2.3 | HX-M100 container ventilation units | 1 | | | | |
| 14 | 2.3 | Trotec PT 4500 S commercial air conditioner | 1 | | | | |
| 15 | 3 | Warranty for two (2) years | 1 | | | | |
| 16 | 3 | Optional Maintenance Support | 1 | | | | |
| 17 | 4 | Delivery DAP (door-to-door), Incoterms 2020, to CTBTO TeST Centre, 2444 Seibersdorf, Austria ** | 1 | | | | |

* Specify either EUR or USD

** Specify either firm fixed for the duration of the Contract or estimated costs, in which case, the amount will be considered for evaluation purposes – as per Model Contract, in case of estimated costs, the Commission will request a quotation from the Contractor for each respective FRD. At the time of payment, the Contractor shall submit to the Commission supporting documentation of costs actually incurred, such as copies of invoices, insurance policy and shipping documents, as appropriate, and the Commission will pay actual costs not exceeding 10% of the estimated cost reflected in the relevant FRD.

Attachment 3

“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.

We recommend that you leave yourself plenty of time to complete the below process (including getting any necessary assistance from the Commission), as late offer 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)

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.

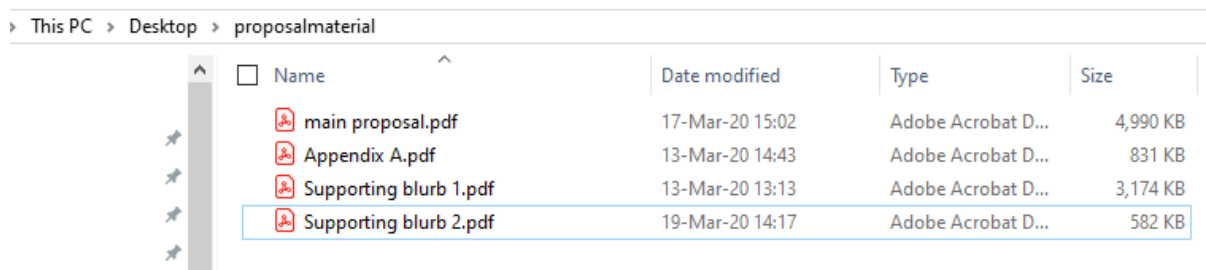


Figure 1 An example set of files to be submitted

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.

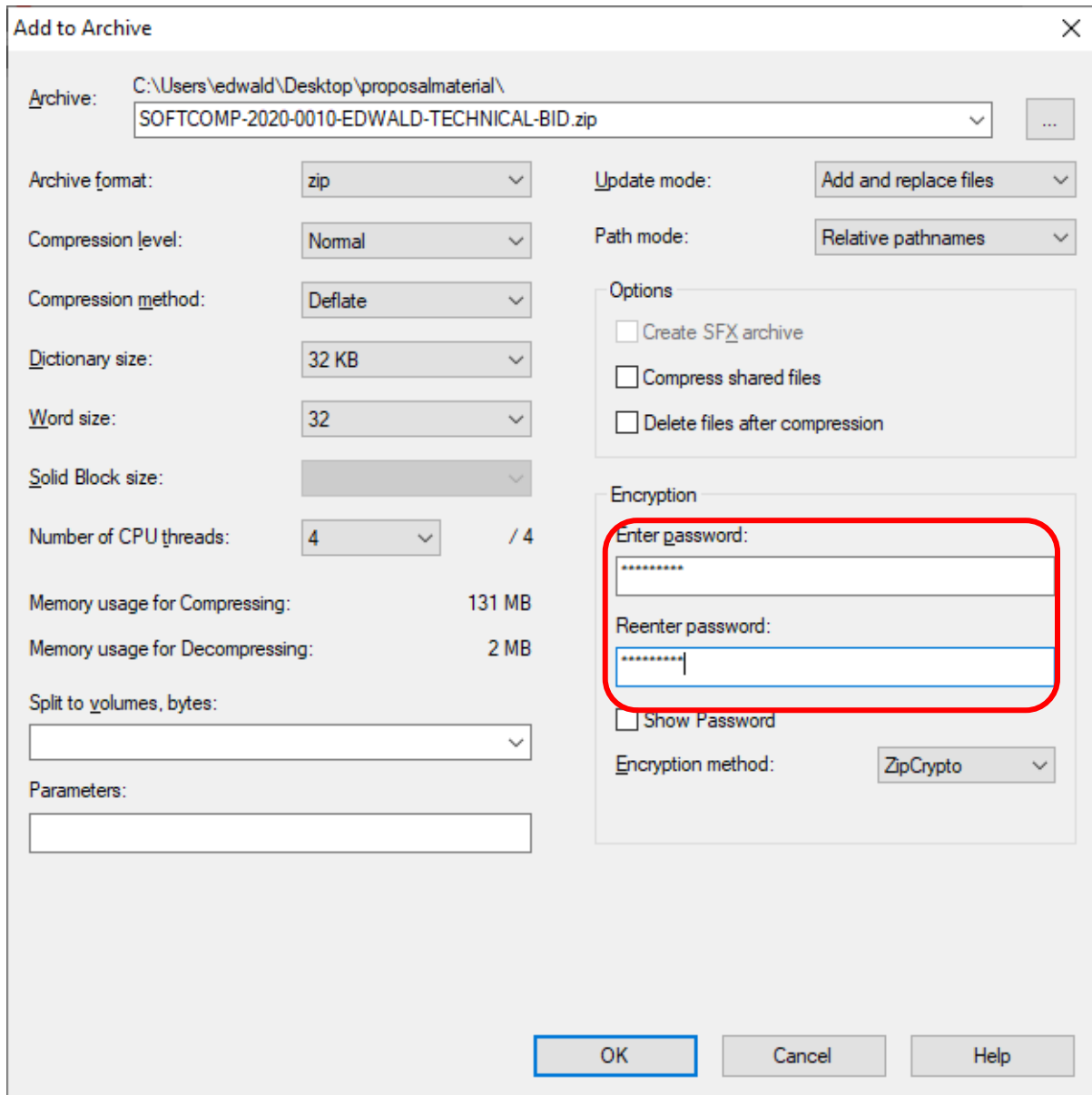


Figure 2 Creating an Archive

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.)

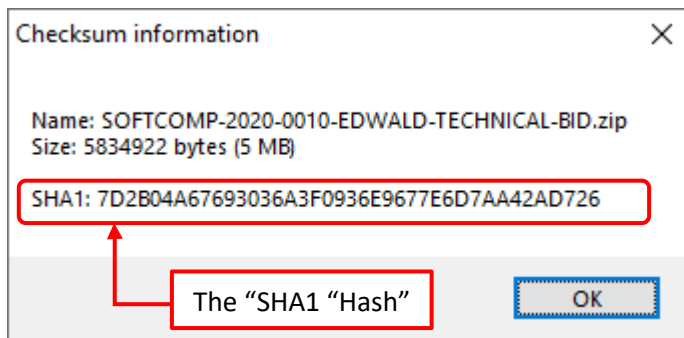


Figure 3 SHA1

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 (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

IMPORTANT NOTE: As stated above, only send the Encryption Key for the Technical Offer to the bid_keys@ctbto.org mailbox when sending your Technical and Financial Offer to the 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) 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.

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

MODEL CONTRACT

(SAP NO. _____)

between

**THE PREPARATORY COMMISSION
FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY
ORGANIZATION**

and

NAME OF CONTRACTOR

For:

**FIELD AIR CONDITIONERS, DIESEL ELECTRIC HEATERS,
OPTIONAL EQUIPMENT AND ACCESSORIES ON A CALL-OFF BASIS**

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

April 2024

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MODEL CONTRACT

This Contract is entered into between the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION** (hereinafter referred to as the “Commission”), having its office located at Wagramer Strasse 5, 1400 Vienna, Austria, and [Name of 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 Bid.

“**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 22 (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 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.

“**Goods**” means the equipment items to be supplied and delivered by the Contractor under the Contract as requested by the Commission under FRDs.

“**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 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.

“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 Field Air Conditioners, Diesel Electric Heaters, Optional Equipment and Accessories on a call-off basis, as and when required by the Commission.

3. ENTRY INTO FORCE AND DURATION OF THE CONTRACT

3.1 The Contract shall enter into force upon the date of the last signature by the authorized representatives of the Parties and shall be valid for 2 (two) years thereafter and until the Parties fulfill all their obligations hereunder.

3.2 The Commission has the option, but not the obligation, to extend the Contract 3 (three) times for a duration of one (1) year each under the same terms and conditions as those of this Contract. The optional extension will be implemented through a written notification to the Contractor by the Commission.

4. RESPONSIBILITIES OF THE CONTRACTOR

4.1 The Contractor shall supply the Goods and provide the Services as specified in Annexes B and C.

4.2 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.

5. FORMAL REQUESTS FOR DELIVERY

5.1 General provisions

(a) During the Contract duration the Commission will issue individual FRDs based on the firm fixed unit prices of the Goods and/or fixed unit rates for the Services reflected in Annex C, as well as estimated shipping and travel costs

(b) Each FRD shall be valid until its successful completion by the Contractor and acceptance by the Commission of the Work performed.

(c) The FRD shall specify, as applicable, the required Work, Goods to be supplied and/or Services to be delivered, details of the consignee (name, address and contact information), ship-to address, shipping instructions, required delivery date and place, notification party(ies) and any other relevant information.

(d) The Commission may revise the FRD as and when it may deem necessary.

- (e) The Commission makes no commitment under the Contract to call-off any specific quantities of Goods and/or Services specified in Annex B.
- (f) The Commission may, from time-to-time, need to purchase accessories or essential items that do not form part of the list of equipment in Annex C to the Contract. To this end, the Commission may request from the Contractor a quote for an item or items that are not contained in Annex C. The Contractor shall provide this information within seven (7) days of the Commission's request. The Commission may issue FRDs in accordance with this Clause 5(f), which may include the item or items in question. Such items, which may be purchased through FRDs and which do not form part of Annex C, shall henceforth be incorporated by reference into the list of prices in Annex C (hereinafter referred to as the "List of Prices"). The prices for such above mentioned items shall be firm and fixed from the date of issuance of the relevant FRD including such item(s) and henceforth remain valid in accordance with Clause 12 below and Annex C, until the expiry of the Contract.

If and when a new item is ordered as indicated above, within one (1) month of receipt of the relevant FRD, the Contractor shall submit to the Commission an updated list of items "incorporated by reference" through FRDs.

- (g) In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.

5.2 Delivery Terms

5.2.1. Unless otherwise instructed in the FRD or authorized by the Commission in writing, the following shall apply in respect to the delivery of the Goods under the Contract:

- (a) The Contractor represents that it shall arrange for the most cost effective means for the delivery of the Goods to the specified destinations.
- (b) The trade and shipping terms applicable under the Contract shall be door-to-door "**DAP**" (delivered at place)" door-to-door, to CTBTO TeST Centre, 2444 Seibersdorf, Austria, based on the INCOTERMS (International Commercial Terms) 2020.
- (c) The Contractor shall be responsible for all shipping arrangements, including customs clearance and local transportation of the Goods to the final delivery address as specified in the FRD.
- (d) As soon as possible prior to effecting the shipment, the Contractor shall send to the Commission and the consignee a detailed delivery schedule and the shipping documentation, such as flight number and date, airway bill and consignment details (content, weight and dimension of the package). The FRD may require that actual shipment is effected only after an authorization from the consignee is obtained.

5.2.2. Delivery shall always be made in full in accordance with each FRD. Partial delivery (i.e. delivery not completed per each FRD) is not acceptable without prior written consent by the Commission.

5.3 Required Delivery Date

The Goods shall be received by the consignee within the required date specified in the FRD, or within a longer period, if so agreed by the Commission.

5.4 Title and Risk

Unless stipulated otherwise, title to any Goods supplied by the Contractor or provided by the Commission shall be transferred to the consignee upon the delivery of the Goods to the final destination. A note of acceptance of the Goods shall be obtained by the Contractor from the consignee.

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

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

7.2 In addition, the Contractor shall, without limiting its own or the Commission's obligations and responsibilities under this Contract, provide and thereafter maintain insurance with respect of the Goods from the date of their receipt by the Contractor from the manufacturer until receipt by the delivery party at the final destination. For this purpose, Global insurance shall be arranged with a single insurance company on an as-arranged basis at the same rate of insurance premium for the execution of each FRD. It shall be in an adequate amount to cover the full replacement cost plus an additional sum of ten percent (10%) of such replacement cost to cover any additional cost of, and incidental to, the rectification of loss or damage, including professional fees; the insurance shall cover the Contractor against all losses or damages from whatsoever cause arising from the execution of this Contract, from its signature until its successful completion. The insurance referred to in this Clause shall be in the name of the Contractor and the Commission shall be named as an additional insured party.

8 WARRANTY

The provisions of Clause 28 of Annex A shall apply to the Goods and/or Services and 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 erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for the safety and protection of persons and property, including posting danger signs and other warnings against hazards and promulgating safety regulations.
- 10.5** When the use or storage of combustible, explosive or other hazardous materials is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.6** 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.
- 10.7** In any emergency affecting the safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury and loss.
- 10.8** The Contractor shall promptly remedy all damage and loss to any property, referred to in 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 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 shall promptly notify the Contractor thereof. The Commission shall respond promptly to requests for information by the Contractor regarding the Work.

12. PRICES

12.1 The firm fixed unit prices of the Goods and/or fixed unit rates for the Services in Annex C and approved in a FRD (for items added by reference in accordance with Clause 5.1 above) (hereinafter referred to as the “**Prices**”) shall be firm and fixed and held unchanged for the period indicated in Clause 3 above and shall exclude any applicable Taxes, fees, duties and charges owed by the Contractor in respect to the Goods and/ or Services at the conclusion or implementation of this Contract.

12.2 The Prices shall cover all costs and expenses, excluding Taxes, incurred by the Contractor for the full and proper performance of all obligations under the Contract (including travel, allowances, management and remuneration of the personnel, national income tax, medical insurance, and social security contributions). It also includes work performed by the Contractor’s personnel outside the Commission’s normal working hours.

12.3 The Contractor shall not do any work, provide any materials or equipment, or perform any Services, which may result in any charges to the Commission over and above the issued FRD without the prior written consent of the Commission and a formal written amendment to this FRD.

12.4 If applicable, for estimated delivery costs , the Commission will request a quotation from the Contractor for each respective FRD. At the time of payment the Contractor shall submit to the Commission together with the relevant invoice supporting documentation of costs actually incurred, such as copies of invoices, insurance policy and/or shipping documents, as appropriate and the Commission will pay actual costs not exceed 10% of the estimate costs reflected in the relevant FRD.

12.5 The Contractor shall be reimbursed by the Commission for such Taxes on the basis of actual amounts paid and duly documented by the Contractor as per Clause 13.2 (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 Clause 13.2(a) below reflecting the FRD amount;
- (b) Delivery note countersigned by the consignee listing the Goods delivered and confirming their receipt and acceptance;
- (c) If applicable, supporting documentation of actual delivery costs, including, as applicable, but not limited to:
 - a. Copy of the airway bill or bill of lading showing the date of the flight or shipment, if applicable;
 - b. Copy of the carrier's invoice supporting the actual shipping costs on the Contractor's invoice;
 - c. Copy of the certificate of transportation insurance;
- (d) Certificate of origin, if applicable;
- (e) Documentation referred to in Clause 13.2 (d) below supporting any Taxes paid; and
- (f) 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 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 23 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.
- (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. MARKET FLUCTUATION

14.1 The unit prices of the Goods and unit rates for the Services shall be held fixed for the entire duration of the Contract. If the prices increase for reasons not under the control of the Contractor (e.g. Goods supplied by a third party), or the Goods become unavailable, the Contractor shall propose to the Commission, for its approval, a replacement item with equivalent specifications to honor the firm fixed unit price. In the event that an equivalent Good at the fixed unit price cannot be identified, the Contractor shall notify the Commission as soon as possible.

14.2 If the market price of the Goods decreases, the Contractor shall enable the Commission to enjoy the benefit, either by proposing a more efficient replacement item or a lower unit price in accordance with the market price for the Commission's approval. If, however, the market price increases, the agreed firm fixed unit price shall be maintained with the agreed configuration/specifications.

15. 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.

16. DELAYS AND EXTENSION OF TIME

16.1 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 22 below for such reasonable time as the Commission may determine.

16.2 Any request for extension of the time for reasons referred to in Clause 16.1 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.

17. 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.

18. 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 shall constitute integral parts of this Contract and shall be of full force and effect.

19. 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:

- (g) 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 Bid (Annex C);
- (v) The relevant FRD.

20. 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.

21. 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.

22. 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.

23. 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 Section

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

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6350

E-mail: procurement@ctbto.org

For submission of invoices:

Accounts Payable

CTBTO Financial Services Section

Vienna International Centre

Wagramerstrasse 5, P.O. Box 1200

1400 Vienna, Austria

Tel: + (43 1) 26030 6292

E-Mail: Payable_Invoices@ctbto.org

For invoices and payment related enquiries:

Payments@ctbto.org

(b) The Contractor:

Name:

Address:

Tel:

Email:

24. EFFECTIVENESS

24.1 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.

24.2 A communication given under Clause 24.1 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 BID

ANNEX B TECHNICAL SPECIFICATIONS

FIELD AIR CONDITIONERS, DIESEL ELECTRIC HEATERS, OPTIONAL EQUIPMENT AND ACCESSORIES

1. BACKGROUND INFORMATION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization with its headquarters in Vienna (hereinafter referred to as “the Commission”) 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 (OSI) to monitor compliance with the Treaty. More information can be found on the Commission's website: www.ctbto.org.

The Commission requires the provision of field deployable air conditioner units, diesel electric heaters and heat exchangers (hereinafter referred to as the “Goods” and/or “Services”) to support operation of scientific equipment and Base of Operations (BOO) infrastructure elements during On-Site Inspection activities.

The Commission intends to establish a Call-off Contract for two (2) years, with three (3) optional extensions of one (1) year each period.

As and when so required, the Commission will issue a Formal Request for Delivery (FRD) for the requested requirements. The Contractor shall provide the Goods and Services based on the unit prices agreed to under the Contract and in accordance with the requirements of these Terms of Reference (ToR) and in the most cost-effective manner possible.

The Contractor shall inform the Commission of the points of contact for technical, logistical and commercial matters. If these points of contact change during the contract duration, the Contractor must inform the Commission immediately in writing.

2. TECHNICAL SPECIFICATIONS

2.0. Mandatory items and requirements

The Commission uses high pressure tents and air mobility containers to establish a Base of Operations in various environmental conditions to carry out OSI activities as defined in the Treaty. Inspection team members and sensitive scientific equipment operated inside the BOO and in air mobility container, require controlled temperature and climatic conditions to ensure continuous and reliable operations even in potentially harsh climatic environments for up to 130 days.

2.1. Standard field air conditioner units (Dantherm ACM -18 with heating element)

Currently the Commission owns several units of Dantherm ACM -18 and these units are the standard field air conditioner units for OSI operations. In order to maintain full interoperability with existing units, maintenance plans and accessories, the Commission requires the supply and delivery of **DANTHERM ACM -18** field (military grade) air conditioning units with integrated electric heating element and accessories as outlined below:

Specifications:

| | |
|---|-------------------|
| Operating range, ambient temperature, cooling | 20-60C |
| Operating range, ambient temperature, heating | -32-(+20C) |
| Airflow, internal, with hoses: | 2500 m3/h |
| Airflow, external: | 5600 m3/h |
| Nominal cooling capacity | 17,5 kW |
| Heating capacity, optional | 6/16 kW |
| Power supply: | 3x400 V / 50 Hz |
| Power consumption, cooling / heating | 8300 W / variable |
| Refrigerant / quantity: | R134a / 7,8 kg |
| Protection class | IPX5 |
| Weight not to exceed | 250 kg |

The units must be stackable and securable on the top of each other and unit must have an opening for material handling equipment (forklift)

2.1.1 Standard accessories set for each unit:

- Remote thermostat with 15 m cable and cooling/heating selector switch
- Insulated, flexible air duct Ø400 mm x 3 m incl. storage bag
- Uninsulated flexible air duct Ø400 mm x 5 m incl. storage bag
- Air distribution duct Ø400 mm x 6 m
- Spare parts and filters
- Maintenance and operations manual (in English)

2.1.2 Optional non-standard accessory set for each unit: 2 pieces of insulated flexible air duct (conical shape) with reduced diameter at tent end:

- Ø400 mm (unit end), Ø 315 mm (tent end) insulated, flexible, min. 3m long air duct including storage bag.

2.2. Standard tent heaters /Diesel electric heater

Currently the Commission owns several units of VA-M15MKII tent heaters, and these units are the standard heater units for OSI operations. In order to maintain full interoperability with existing units, maintenance plans and accessories, the Commission requires the provision and delivery of **VA-M15MKII** field (military grade) diesel electric heater units and accessories as outlined below.

Specifications:

| | |
|---|------------|
| Operating range, ambient temperature, heating | -40-(+25C) |
|---|------------|

| | |
|--|-------------------|
| Heat output: | 17.9KW |
| Airflow, @150/0 Pa: | 750/1080 m3/h |
| Fresh air volume: | 0-300 m3/h |
| Fuel consumption (max) | 1.7 l/h |
| Power supply: | 3x400 V / 50 Hz |
| Power consumption, | 1000 W / variable |
| Automated operation with integrated safety functions -including CO monitor | |

2.2.1 Standard accessories to be delivered with each unit:

- Remote thermostat with 15 m cable and cooling/heating selector switch
- CO monitor
- 2x Insulated, flexible air duct Ø225 mm x 3 m with spigot incl. storage bag
- Air distribution duct- Ø 225x6000mm
- Fuel lance for jerry can
- Spare parts, and filters
- Maintenance and operations manual (in English)

2.2.2. Standard spares main components and accessories to be delivered with each unit:

In order to establish an effective maintenance life cycle management program for these standard items, the Contractor shall provide a price list of standard accessories, filters and major components associated with these two models, including the following components:

- Standard insulated air ducts
- Conical insulated air ducts with bags
- Air filters and consumables
- Cleaning materials
- Thermostats
- CO monitors
- 20L fuel jerry cans for heaters
- Major (replaceable) components eg: compressor units, fans, heating elements

These items may be ordered by the Commission on as-required-basis for the maintenance and life cycle management for existing units or as parts for new units as defined in the respective FRD.

2.3. Optional items

Upon request from the Commission, the Contractor shall provide a quotation for optional field heating or cooling specific equipment such as, but not limited to:

- AC-M5MKII container cooler
- AC-M11 tent cooler
- AC-M16 tent cooler
- ACT-7 mobile cooler
- Dantherm AC-M10 – container cooler
- HX-M100 container ventilation units
- Trotec PT 4500 S commercial air conditioner

The unit price estimation shall be included for all optional units listed above, inclusive of the standard accessories' sets indicated in Sections 2.1.3 and 2.1.4 above. An indicative price list for these items shall be included with the quotation.

In case the Commission opts for any of the optional items, a detailed offer and other applicable charges may be requested. These optional items and accessories may also be included in an FRD issued to the Contractor, at the sole discretion of the Commission.

3. WARRANTY AND OPTIONAL MAINTENANCE SUPPORT

The Contractor shall provide warranty for a period of two (2) years for all equipment provided. The warranty shall include the complete replacement of any equipment and systems provided by the Contractor, which at any time during the warranty period, due to manufacturing faults or poor workmanship, does not meet at least one requirement of the present Terms of Reference.

Optional maintenance support to meet the manufacturer's warranty and maintenance requirements shall be provided as an option. The optional maintenance support, pertaining to the required manufacturer's maintenance service, can either be provided by the Contractor or be provided by a local distributor appointed as a sub-contractor by the Contractor.

4. DELIVERY TERMS AND WORK SCHEDULE

All equipment and accessories, including all relevant documentation such as user manuals, Material Safety Data Sheets, country of origin declarations etc., shall be delivered to the CTBTO Technology, Support and Training (TeST) Centre, 2444 Seibersdorf, Austria, DAP (Delivered at Place, door-to-door) in accordance with Incoterms 2020.

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)** <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> Organization: Value in US\$ Equivalent: Year: </div> <div style="display: flex; justify-content: space-between;"> Organization: Value in US\$ Equivalent: Year: </div> | | |
| 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 |
| | |
| | |
| | |
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| | |
| | |
| | |
| | |

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: <small>(exactly as stated on bank statements)</small> IBAN: <small>(if applicable)</small> Account number: SWIFT/BIC: ABA/Sort Code: |
|--|--|

Additional Details (if applicable)

 Correspondent bank:

 Correspondent account number:

 Correspondent SWIFT/BIC:

 Tax Identification Number:

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

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