REQUEST FOR PROPOSAL

To: ALL BIDDERS CTBTO Ref. No.: 2025-0108/STOMOV

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

E-mail: procurement@ctbto.org

Attn:

Phone: Date: 15 Aug 25

Fax: Email:

Subject: Provision of Installation, Upgrade and Maintenance Support Services for IMS Stations on a Call-Off Basis

Deadline for Submission: 12 Sep 25 Vienna Local Time: 17:00

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the 'Commission') hereby invites you to submit a proposal that meets the requirements of the attached documents.

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

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

ZV

OiC, Procurement Services Section

ACKNOWLEDGEMENT FORM

Solicitation No: 2025-0108	Closing Date:	12 Sep 25
Title: ESTABLISHMENT OF CALL-OFF CONTRACTS FOR	Vienna Local Time:	17:00
INSTALLATION,		
UPGRADE AND MAINTENANCE SUPPORT SERVICES at RN IMS		
stations		

Procurement Staff: Alexandre Stomov CTBTO Req. No.: 0010026801

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

	'	9 9
A: We shall submit	our proposal	
		Company Name:
Ву:		Contact Name:
	ate)	
		Email/Tel:
B: We may submit	and will advise	
-		Company Name:
		Contact Name:
(d	ate)	Email/Tel:
C: We will not subr	nit a proposal for the followin	g reason(s)
	t workload does not permit us to have the required expertise for	o take on additional work at this time; 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 PROPOSALS

1. General

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

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

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

2. Documents included in this RFP

This RFP consists of the following documents:

- (a) Letter of Invitation
- (b) These Instructions for Preparation and Submission of Proposals, including the Bidder's Statement form, and the following Attachments:
 - Attachment 1: Minimum Content of Technical Proposal and Technical Compliance Matrix
 - Attachment 2: Technical Evaluation Criteria and Method
 - Attachment 3: Procedure for submission of electronic offers in 2 sealed files
- (c) Vendor Profile Form
- (d) Statement of Confirmation
- (e) The Commission's Model Contract and its Annexes A B;
 - The Commission's General Conditions of Contract (Annex A), incorporate herein by reference, found at <u>www.ctbto.org</u> under <u>CTBTO General Conditions</u> of Contract
 - o Terms of Reference (Annex B)

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

3. Amendment of RFP Documents

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

4. Language of the Proposal

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

5. Format and Submission of the Proposal

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

The Proposal shall be submitted electronically according to the attached "PROCEDURE FOR SUBMISSION OF ELECTRONIC OFFERS IN 2 SEALED FILES".

Proposals 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 may lead to the rejection of the bidder from the procurement process.

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

6. Request for Clarifications and Contacting the Commission

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

E-mail: procurement@ctbto.org

Subject: Request for Clarifications re RFP No. 2025-0108/STOMOV

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

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

7. Eligible Goods and Services

The goods and services (if any) to be rendered under the Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) which is available in the CTBTO website at www.ctbto.org 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 firm fixed unit prices Call-off Contract based on the attached Model Contract. The terms and conditions of payment for services are described in Clause 12 of the attached Model Contract.

9. Preparation of the Proposal

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

The Proposal shall be composed of the following separate parts:

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

providing, but not limited to, the following information:

PART I: TECHNICAL PROPOSAL

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

The Technical Proposal shall follow Attachment 1 Minimum Content of Technical Proposal and Technical Compliance Matrix and contain but not limited to the following information.

Personnel

The Proposal shall state the contact details and address (name, telephone and fax numbers, and email address) of the person/point of contact in your company dealing with this RFP.

Statement of Confirmation and Bidder's Statement form

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

Description of Services

An explanation of the Bidder's understanding of the services to be provided and an overall preliminary operational plan for the execution of the services by providing a section-by-section response to the Terms of Reference indicating how the Bidder meet or will meet each of the technical requirements.

The Proposal 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.

Specifications

The Proposal shall include a detailed description of the items proposed and include relevant technical literature.

The Proposal 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.

Commission's Inputs

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

Qualifications

Documentary evidence of your qualifications to provide the Services, which shall establish to the Commission's satisfaction that the bidder has technical capability necessary to perform the Contract and other necessary ongoing services as required.

Personnel

Curriculum vitae of key personnel proposed for this contract, including technical experience to perform the Work.

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

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

A bidder must <u>not</u>, 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.

Delivery Schedule

The Bidder shall confirm that the Bidder can be on-site within 8 weeks after issuance of an agreed Work Order.

PART II: FINANCIAL PROPOSAL

In the financial Proposal, you are required to define the following:

The Total Contract Price in EURO (for EU Companies) or US Dollars, exclusive of taxes.

- (a) The Financial Proposal shall be prepared in **United States Dollars or Euro** and shall breakdown, separately, the costs for each task required by the Terms of Reference.
- (b) The Financial Proposal shall include (i) Fixed labour rates, which shall be fixed for 3 (three) years and for optional period up to 2 (two) years and (ii) Estimated unit prices, which are the shipping, travel and DSA cost estimates.

(c) Fixed labour rates:

- (i) Fixed labour rates per hour and per day shall be quoted for the services, described in Annex B "Terms of Reference";
- (ii) Fixed labour rates for services shall include basic salaries, fees, overheads and other charges, which would be due to be paid as much as they are levied in conclusion or implementation of the contract, specifying unit rate per hour/day of the personnel involved and total number of days;

- (iii) Fixed labour rates shall not include taxes (VAT), which are applicable in conclusion or implementation of the contract;
- (d) (i) Estimated price of transportation based on DAP (Delivered At Place INCOTERMS 2020) and DDP (Delivered Duty Paid INCOTERMS 2020) "door-to-door" delivery from the dedicated place to IMS station described in Attachment 1 of Annex B "Terms of Reference";
 - (ii) Estimated costs for travel to/from the locations specified in Attachment 1 of Annex B "Terms of Reference", for which the invitee proposes to provide services, including, as applicable, unit prices for local transportation (rent of vehicle) and airfare (lowest economy fare). Note that payment of DSA will be in accordance with applicable United Nations rate for Daily Subsistence Allowance

In presenting the cost for each item, adequate justification and calculation must be included in the cost Proposal. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the relevant total price.

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

Taxes

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

(1) For Austrian companies

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

(2) For European Union (EU) Companies

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

(3) For Non-EU Companies

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

10. Completeness and Correctness of the Proposal

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

11. Validity of the Proposal

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

12. Correction of Errors

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

13. Evaluation of the Proposal

- (a) The Commission, based on the evaluation criteria and method given in Attachment 2, will determine the Proposal that 'most effectively satisfies the technical and operational requirements set out in the solicitation documents'.
- (b) The Commission reserves the right, as it deems appropriate, to award to a single bidder, to award to multiple bidders in any combination or not to award to any of the bidders as a result of this RFP.

14. Negotiations of the Proposal and Award

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

15. Modification and Withdrawal of the Proposal

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

16. The Commission's Right to Reject the Proposal

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

17. Costs of preparation and submission of the Proposal

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

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

BIDDER'S STATEMENT PLEASE STATE BELOW & SUBMIT WITH PROPOSAL

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				
Confirmation that the bidder has reviewed the Commission's Model Contract and the Commission's 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 1

Minimum Content of Technical Proposal and Technical Compliance Matrix

Below sets out the Minimum content of the Proposal (PART I) and the <u>Technical Compliance</u> <u>Matric including all mandatory requirements (PART II)</u> of the Technical Proposal. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Proposal. Please refer to the relevant section of the Terms of Reference for further explanation of the requirements. The information provided will form an integral part of the technical evaluation process.

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

Part I - Minimum content of the Technical Proposal

	PART I - Item	Minimum content			
1.	Executive Summary	Provide an overview of the proposal			
2.	2. Experience, Resources and Project Management				
2.1	Corporate Profile and Values	 Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc. Company business structure and its authority to execute all Work under the Contract. In case the Bidder requires the services of subcontractors, the Proposal shall include: a) Relationship of the Bidder's business to any subcontractor(s) that will be used. b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization. c) The scope of work and nature of subcontracting. d) Description of subcontractor(s)'s capability Vendor Profile Form 			
2.2	Corporate Experience	The proposal should detail the Bidder's experien executing work of similar scope and complexity a stakeholder engagement.			
		Specifically, should describe at which stations from attachment 1 the contractor already provided services in the past.			
		List all equipment relevant to RN IMS station operatio with which the company has experience and describ relevant projects.			

PART I - Item	Minimum content		
3. Meeting the Requirem	ents		
3.1 Understanding of the ToR	 Describe which stations listed in appendix 1 you need to exclude. Please describe your understanding of the services that are to be provided under this ToR, detailing key assumptions that impact the Technical Proposal. Please describe experts' experience relevant to sustainment activities at IMS radionuclide stations with a focus on: installation and set-up of particulate radionuclide stations, troubleshooting IMS radionuclide monitoring equipment, training of station operators. Please describe how the Contractor would conduct the following tasks: Relocating RN station equipment (detector) to a new room. Installation of a new station (with one of the current station types: manual, Cinderella or RASA), including infrastructure and hardware installation. Updating RN station with new computer hardware and RSSI software. Prepare training for a manual radionuclide station operator. 		
4. Contractor's key staff			
4.1. Project Staff	• the Bidder shall provide CV of key staff involved in the on-site work.		
4.2. Documentation ar Reporting	 Provide written assurance that all reports, documentation, and communication (written and oral) supplied to the Commission shall be in English and submitted in electronic form. Provide assurance that drawings can be prepared with VISIO software. 		
5. Model Contract			
	A statement that the Bidder has carefully reviewed the Commission's Model Contract, General Conditions of Contract and Terms of Reference and is in agreement with all terms and conditions. Deviations, if any, shall be clearly indicated and justified in the Financial Proposal in an exception list.		

Part II - Technical Compliance Matrix including all mandatory requirements

Dof No			Bidder's Response			
Ref. No. ToR Sections	PART II - Technical Compliance Matrix Requirements	Yes / No	Cross-reference to section/page in the Proposal	Comments		
3.1	The contractor can provide services to at least five (5) stations listed in Attachment 1					
3.1	The Contractor's technical personnel shall have minimum two (2) years' experience in radionuclide IMS station technology.					
3.1	The Contractor's technical personnel is familiar with setting up a radionuclide IMS station in terms of hardware and in terms of software configuration.					
4.2	The Bidder confirms that drawings will be provided using Microsoft Visio software package					
4.3	The bidder confirms that remote technical support shall be available on an on-request					
5	The bidder confirs that report shall submit electronically a task report to the Commission within seven (7)					
7	The bidder confirns that hall make all necessary logistical arrangements					
8	The bidder confirmes reuirements under section 8 of ToR " Euipment and Consumable"					

Ref. No.		Bidder's Response		
ToR Sections	PART II - Technical Compliance Matrix Requirements	Yes / Cross-reference to section/page in the Proposal Con	Comments	
9	The bidder confirms to obtain licenses, permits or authorizations needed to carry out the work specifiied under ToR			

Attachment 2

Evaluation Criteria and Method

RFP 2025-0108

STEP1: MANDATORY REQUIREMENTS (PASS/FAIL)

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2 of the evaluation process

		Points and Scoring
Ref No. in TOR	Technical Evaluation: PASS/FAIL Criteria	PASS/FAIL
3.1	The contractor can provide services to at least five (5) stations listed in Attachment 1	PASS/FAIL
3.1	The Contractor's technical personnel shall have minimum two (2) years' experience in radionuclide IMS station technology.	PASS/FAIL
3.1	The Contractor's technical personnel is familiar with setting up a radionuclide IMS station in terms of hardware and in terms of software configuration.	PASS/FAIL
4.2	The Bidder confirms that drawings will be provided using Microsoft Visio software package	PASS/FAIL
4.3	The bidder confirms that remote technical support shall be available on an on-request	PASS/FAIL
5	The bidder confirms that report shall submit electronically a task report to the Commission within seven (7)	PASS/FAIL
7	The bidder confirms that hall make all necessary logistical arrangements	PASS/FAIL
8	The bidder confirms reuirements under section 8 of ToR " Euipment and Consumable"	PASS/FAIL
9	The bidder confirms to obtain licenses, permits or authorizations needed to carry out the work specifiled under ToR	PASS/FAIL
12	The bidder confirms that all communication and reporting to be in English	PASS/FAIL

STEP2: WEIGHTED CRITERIA

Failing one of the criteria in Step 2 will not result in the entire technical proposal failing provided that the technical proposal obtains a minimum score of 100.

Ref No. in TOR	Technical Evaluation: Weighted Criteria	Points and Scoring		
		Max Points	Factor	Wighted Score
3	Extent to which all aspects of the ToR have been addressed in sufficient detail and clarity.	5	3	15
3	Understanding of the scope of work and the responsibilities of the Contractor	5	3	15
3.1	Contractor's technical personnel is familiar with activities related to station installation, upgrade or IMS specific equipment repair	5	2	10
3.1	Technical personnel is familiar with setting up a radionuclide IMS station in terms of hardware and in terms of software configuration	5	2	10
4.1.1	The bidder demonstrate previous experience related to troubleshooting any of the systems or equipment deployed at IMS stations and removing and replacing systems or equipment deployed at IMS stations	5	2	10
4.1.3	The bidder can demonstrate previous experience realted to training of technical personnel.	5	2	10
				70

EVALUATION METHOD:

1. Technical Evaluation:

The technical evaluation process will be done in two stages:

1) Stage 1: Technical proposals will first be evaluated against the mandatory requirements outlined in section 1 above, on a PASS/FAIL basis.

Compliance with all mandatory requirements is required in order to pass stage 1 of the technical evaluation and to be further considered for stage 2

2) Stage 2: The technical proposals that have passed stage 1 of the technical evaluation process, will be evaluated against the weighted criteria set forth in the evaluation matrix above.

In order to pass this stage, bidders must obtain **Total Weighted score of at least 42** and in accordance with the scoring table indicated below:

TABLE 2

Points	Scoring	
0	Unsatisfactory - Response incomplete, inadequate and/or non-responsive to the criterion. Bidder does not clearly understand the criterion.	
1 - 2	Weak - Does not meet the minimum technical, functional, or performance related criterion.	
3	Good - Meets the minimum requirements of the criterion.	
4	Very good - Exceeds the criterion in some areas.	
5	Excellent - Exceeds the criterion in all areas.	

2. Financial and commercial evaluation

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

X= Max Available Points * Y/Z

Legend:

X= points to be assigned to the offer being evaluated Y= price of the lowest priced, technically compliant offer

Z= price of the offer being evaluated

The weight of the technical and financial components is 60% and 40% respectively, subject to contractual acceptability.

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

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.

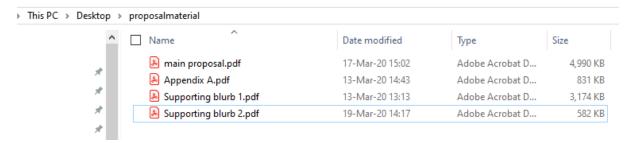


Figure 1 An example set of files to be submitted

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.

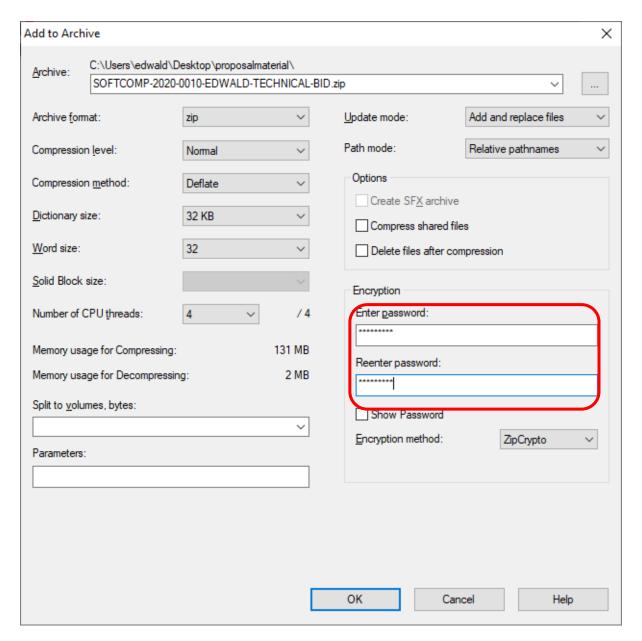


Figure 2 Creating an Archive

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 decribed 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 shal" 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,

- 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

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

STATEMENT OF CONFIRMATION

On behalf of (name of firm or organization):	, I her	reby
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.

¹The 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.
- 1) 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 Sole Agent Supplier Other (please explain)				
13. Type of Business/Services/Work: Engineering Civil Work Governmental Institution Other (please explain)				
14. References (your main customers, country, year and technical field of products, services or work): **				
15. Previous Supply Contracts with United Nations Organizations (over the last 3 years)**				
Organization: Value in US\$ Equiva	llent: Year:			
Organization: Value in US\$ Equiva				
16. Summary of any changes in your company's ownership during	g 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			
	CC 11 11 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 10 0		
18. This section shall be signed and stamped by an your organization:	official legally authorized to enter i	into contracts on behalf of		
Name: Title:	Signature:	Date:		
Bank Details	Beneficiary Details			
Bank Name:	Beneficiary Name: (exactly as stated on bank statements)			
Bank Address:	IBAN:			
Exact Account Holder Name:	(if applicable)			
Exact recount fronter (vanie)	Account number:			
	SWIFT/BIC:			
	ABA/Sort Code:			
Additional Details (if applicable)				
Correspondent bank:				
Correspondent account number:				
Correspondent SWIFT/BIC:				
Tax Identification Number:				
	ΓΒΤΟ USE ONLY nitials	Date:		
-				
Updated By:	itials	Date:		
Remarks:				

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



MODEL CONTRACT

between

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

and

NAME OF CONTRACTOR

For:

PROVISION OF INSTALLATION, UPGRADE AND MAINTENANCE SUPPORT SERVICES FOR IMS STATIONS ON A CALL-OFF BASIS

This Contract comprises this cover page, a table of contents, 16 (sixteen) pages of text, a signatories page, a List of Annexes and 3 (three) Annexes (A to C)

July 2025



TABLE OF CONTENTS

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

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 Proposal.
- "Contract" means this document, its Annexes, FRD and any further modifications or such further documents as may be expressly incorporated in this Contract by the Parties in accordance with Clause 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 the goods and/or services, as described in the attached Terms of Reference (Annex B) on a Call-Off Basis, as and when required by the Commission in accordance with Annexes B and C.

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 3 (three) 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 for 2 (two) periods of 2 (two) years each under the same terms and conditions as those of this Contract. The Commission will inform the Contractor about the intention to extend the Contract at least 1 (one) month prior to the expiry of the Contract. The optional extensions will be implemented through a written notification to the Contractor by the Commission.

4. RESPONSIBILITIES OF THE CONTRACTOR

- **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, the Commission will issue individual FRDs based on the firm fixed unit prices of the goods and/or services reflected in Annex C. For delivery to required destinations, prior to issuing the FRD, the Commission shall request the Contractor for estimated shipping costs for the Commission's assessment and approval.
- (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 additional Goods and/or Services that do not form part of the list in Annexes B and/or C of 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.
- (g) The Commission may issue FRDs in accordance with this Clause 5, 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 B and/or 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.
- (h) The Contractor shall, on a yearly basis, prepare a list of items "incorporated by reference" through FRDs and submit it to the Commission for its own records.
 - In the event of any inconsistencies between the List of Prices and the FRD issued, the relevant FRD shall prevail.
- (i) Delivery of Services without prior Commission's approval

Delivery of any Services without prior approval and acceptance by the Commission shall not be subject to financial compensation.

(j) Estimates

- (i) For all other required items not addressed above, the Commission shall request the Contractor, prior to the Commission's issuance of an FRD, to provide estimated costs for shipping, airfare, local transportation and/or any other applicable items. The Contractor shall provide such estimates within 1 (one) week from the request. The Commission, at its own discretion, will approve the inclusion of relevant items quoted by the Contractor in accordance with the specific requirements of the FRD.
- (ii) Without prejudice to Clauses 23 and 24 of Annex A, if the Commission is not in agreement with the estimates provided, there will be a maximum period of negotiation of 1 (one) month.
- (iii) For any of the above-mentioned estimated costs included in a 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 policies and shipping documents, as

appropriate, and the Commission will pay such costs based on the actual costs documented and up to an amount not exceeding the estimate by more than 10%.

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) Depending on the destination, the trade and shipping terms applicable under the Contract shall be door-to-door "**DAP** (delivered at place)" or "**DDP** (delivered duty paid)", 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 Delivery via the United Nations Development Program

The Commission may request that the Contractor arranges the delivery of the Goods through the United Nations Development Programme (UNDP) offices in order to utilize the Commission's agreement with UNDP which waives the payment of import taxes into specific countries. This information will be supplied to the Contractor in the FRD. In this case, the Goods may first be delivered to the UNDP office and then re-routed to the Consignee. The Contractor shall be responsible for all delivery arrangements, as instructed by the Commission.

5.4 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.

5.5 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.

5.6 Commitment to Call-off

The Commission makes no commitment under the present Contract to call-off any specific quantities of equipment, tools, spares or services specified in the Terms of Reference.

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 Services 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 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** The Contractor shall be reimbursed by the Commission for any applicable 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 For each FRD the Commission shall pay to the Contractor, in consideration of the full and proper performance of its obligations under the Contract, the relevant Prices, DSA, plus the actual costs, not to exceed the estimates with more than 10% under each issued FRD, unless specified otherwise by the Commission. Upon satisfactory completion of each FRD the Contractor shall submit the following supporting documentation to the Commission for payment, as applicable to the relevant FRD:
- (a) Original invoice submitted in accordance with Clause 13.2(a) below reflecting the actual costs;
- (b) Delivery note countersigned by the consignee listing the Goods delivered and confirming their receipt and acceptance;
- (c) Copy of the airway bill or bill of lading showing the date of the flight or shipment, if applicable;

- (d) Copy of the carrier's invoice supporting the actual shipping costs on the Contractor's invoice;
- (e) Copy of the certificate of transportation insurance;
- (f) Certificate of origin, if applicable;
- (g) Documentation referred to in Clause 13.2 (d) below supporting any Taxes paid, if applicable;
- (h) Any other documentation that might be required under the applicable FRD; and
- (i) Relevant Report(s), as per Annex B.

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. Such an item shall be incorporated by reference into Annex C of the Contract.

- 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.
- 14.3 Any discounts for items in the equipment list to be offered by the Contractor, in accordance with Clause 14.2 of the Contract shall be incorporated by reference into Annex C of the Contract.

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 and the FRD(s) 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:

- (i) This document;
- (ii) The Commission's General Conditions of Contract (Annex A);
- (iii) The Commission's Terms of Reference (Annex B);
- (iv) The Contractor's Proposal (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 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 PROPOSAL



ANNEX B

TERMS OF REFERENCE

FOR THE PROVISION OF INSTALLATION, UPGRADE AND MAINTENANCE SUPPORT SERVICES FOR IMS RADIONULIDE STATIONS ON A CALL-OFF BASIS

Table of Contents

1	INTRODUCTION	2
2	BACKGROUND	2
3	REQUIREMENTS	3
4	ON-REQUEST SERVICES	3
2 3 4 4	4.1 On-site installation, upgrade, repair and maintenance activities 4.1.1 Maintenance activities 4.1.2 Installation and Upgrade activities 4.1.3 Power Systems Installation, repair and upgrades Error! Bookmark not define 4.1.4 Training Services	3 4 ned. 4
	4.2 TECHNICAL DOCUMENTATION	
5	REPORTING	4
6	INSPECTION	5
7	TRANSPORTATION AND OTHER LOGISTICS SUPPORT	5
8	EQUIPMENT AND CONSUMABLES	5
9	LOCAL LAWS, CODES, REGULATIONS, ETC	5
10	COLLECTION AND DISPOSAL OF WASTE PRODUCTS	6
11	VISA AND WORK PERMITS	6
12	COMMUNICATIONS	6

Attachment 1 – List of IMS Stations

ANNEX B

TERMS OF REFERENCE

1 INTRODUCTION

The Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter referred to as the "Commission") operates a global verification regime to monitor compliance with the Comprehensive Nuclear-Test-Ban Treaty. Through a network of International Monitoring Stations (IMS), the Commission provides timely data, assessments and other products and services to Signatory States of the Treaty. More information can be found under www.ctbto.org

The Commission is seeking technical support services for Radionuclide IMS Stations and other locations on a call-off basis (Contract) in compliance with these Terms of Reference (TOR). The Contractor shall have in-depth knowledge of, and expertise and capabilities in radionuclide IMS monitoring technology, manufacturer's equipment and areas of activity described in these TOR. The Contractor is expected to provide some or all of the technical support services described in these TOR to a number of IMS stations and other locations listed in Attachment 1. Therefore, the Commission expects to establish more than one Contract with more than one Contractor in order to cover all types of equipment and geographical areas.

Total estimated annual volume of expected services cannot be accurately estimated and therefore the Commission makes no commitment in terms of volume. Please see the Instructions for Preparation and Submission of Proposals for evaluation guidelines.

2 BACKGROUND

The Commission operates the International Monitoring System (IMS) through its Operations Centre based in Vienna, Austria. All incidents are reported to, and coordinated by, the Operations Centre using predefined report templates in the Commission's computerized IMS Reporting System (IRS). Corrective and preventive maintenance at stations is performed by station operators and/or by the Commission.

These maintenance activities include, but are not limited to: undertaking minor repair works, replacing equipment components and maintaining station equipment, infrastructure and land. Any of the above-mentioned maintenance activities as well as more complex installation, upgrade, maintenance and repair work and related activities may be outsourced by the Commission to a Contractor, within the framework of a Contract for the provision of technical support services.

The stations comprising the IMS detect seismic, infrasound, hydroacoustic and radionuclide activity and relay near real-time data to the Commission's headquarters in Vienna, Austria.

Equipment deployed at the radionuclide stations is manufactured by Senya-Oy, General Dynamics, Environnement SA, Mirion Technologies (Canberra), and Ametek.

Additional equipment at stations includes: GPS timers, intra-site radio transmitters and receivers; satellite communications systems; main and back-up power systems.

3 REQUIREMENTS

The Contractor shall provide the following technical support services as further described under Section 4 of these TOR as 'On-Request Services' for IMS Stations and other locations listed in Attachment 1:

- (i) On-site installation, upgrade, repair and maintenance activities: Section 4.1.
- (ii) Technical documentation: Section 4.2.
- (iii) Other technical support: Section 4.3.

During the term of the Contract, the Commission, at its sole discretion and with appropriate notice, may require the Contractor to extend its services to new stations and other locations not listed in Attachment 1.

3.1 Qualification Requirements for the Contractor and Personnel

The Contractor shall satisfy the following minimum mandatory requirements:

The contractor can provide services to at least five (5) stations listed in Attachment 1.

The Contractor's personnel requirements:

The Contractor's technical personnel shall have minimum two (2) years' experience in radionuclide IMS station technology.

The Contractor's technical personnel is familiar with activities related to station installation, upgrade or IMS specific equipment repair.

The Contractor's technical personnel is familiar with setting up a radionuclide IMS station in terms of hardware and in terms of software configuration.

4 ON-REQUEST SERVICES

4.1 On-site installation, upgrade, repair and maintenance activities

Upon written request by the Commission through the issuance of a Formal Request for Delivery (FRD), the Contractor shall conduct installation, upgrade, repair and maintenance visits to IMS stations listed in Attachment 1 to perform work and/or services to the extent specified in the FRD.

Tasks will include, but are not limited to:

4.1.1 Maintenance activities

- Troubleshoot any of the systems or equipment deployed at IMS stations;
- Remove and replace any of the systems or equipment deployed at IMS stations;
- Perform inventory checks;

4.1.2 Installation and Upgrade activities

- Perform installation or upgrade of IMS RN station infrastructure.
- Perform installation or upgrade of station equipment;
- Perform or project manage civil works to maintain/upgrade/improve IMS station infrastructure such as station buildings, fences/walls;

4.1.3 Training Services

• Provide technical training to station operator personnel.

The Contractor shall promptly notify the Commission if any project work will exceed the time specified in the relevant FRD, shall provide justification and propose additional time required to complete the work.

The Commission may authorize such additional time as necessary to complete the work.

4.2 Technical Documentation

At the request of the Commission, the Contractor shall prepare or update technical documentation related to stations, equipment and systems as specified in the relevant FRD. Technical documentation shall include but is not limited to: engineering drawings, diagrams, photographs, specifications, manuals, work instructions and draft standard operating procedures.

Diagrams or drawings shall be done in the IMS approved format, and making use of Microsoft Visio software package. The Commission will provide the necessary templates and examples, upon request.

4.3 Other Technical Support

Other remote technical support shall be available on an on-request basis in order to help isolate and fix station problems.

5 REPORTING

Unless otherwise agreed with the Commission, the Contractor shall submit electronically a task report to the Commission within seven (7) working days upon completing any on-request service. The task report shall be in English and contain, as relevant:

- (i) Reference to the FRD, including date of request;
- (ii) Actions taken and services performed to complete the task;
- (iii) Any required and recommended training needs for the station operator after equipment changes/ replacements, station and/or system upgrades;
- (iv) Any required changes to the station documentation or operating procedures, including diagrams, photos, drawings (electrical, mechanical, flow) in Visio format;
- (v) Test results, as applicable;
- (vi) Any other relevant issues and recommendations.

6 INSPECTION

- (i) A facility inspection by representatives of the Commission may be carried out at the discretion of the Commission, to confirm that all work has been done in compliance with these Terms of Reference and the contents of the relevant FRD.
- (ii) The Commission reserves the right to invite representatives of other organizations to the facility inspection in an advisory role.
- (iii) If the inspection reveals work not in compliance with the Contract, thus precluding final acceptance of the work, the Commission will notify the Contractor of the problem(s) and the necessary action required.

7 TRANSPORTATION AND OTHER LOGISTICS SUPPORT

- (i) The Contractor shall plan and arrange the mode of transportation of personnel, equipment and spare parts supplied by the Contractor to a specified IMS station which carries the lowest price for a given travel time to such a location.
- (ii) The Contractor shall make all necessary logistical arrangements, such as organizing local transfer and transportation to and from specified sites, required to complete onsite work under the Contract.

8 EOUIPMENT AND CONSUMABLES

- (i) The Commission will in most cases supply all spare parts and other equipment intended to be installed at the station. If equipment or spare parts are expected to be purchased by the Contractor the Commission will specify this in the Terms of Reference.
- (ii) The Contractor may provide a list of standard equipment specific for use at IMS radionuclide stations. Item categories may include, inter alia:
 - SOHDAS-RM Data Acquisition System
 - Air sampler communication interface rack
 - 19"-36U Rack Cabinets configured for RN stations
 - Filter press systems
 - Decay chambers
 - Barcode readers
 - Sample storage systems
 - Weather stations
- (iii) The Contractor shall provide, or make all necessary arrangements for the provision of, all tools and other support and test equipment, consumables and repair parts, required to complete on-site work under the Contract.
- (iv) The Contractor shall also have the ability to purchase unforeseen additional small items/tools and materials required for a repair when required during on-site work.

9 LOCAL LAWS, CODES, REGULATIONS, ETC.

The Contractor shall ensure that the work is performed in compliance with any national, municipal or local regulations, laws, building codes, licensing or permitting requirements at the station that relate to the work to be performed in accordance with these Terms of Reference.

It will be the Contractor's responsibility to obtain licenses, permits or authorizations needed to carry out the work under this Contract.

10 COLLECTION AND DISPOSAL OF WASTE PRODUCTS

The Contractor shall promptly dispose of all waste products generated during the inspection, maintenance and repair of stations in connection with the performance of the contract. The collection, storage and disposal of the waste products by the Contractor shall comply with applicable laws and industry standards.

11 VISA AND WORK PERMITS

The Contractor shall comply with all applicable laws regarding immigration and shall be responsible for obtaining all visas and work permits for its operations at the appropriate location and obtaining all necessary registration for Contractor equipment and facilities required to perform the services under the Contract.

The Commission shall provide documentation reasonably necessary to facilitate the Contractor to obtain such visas and work permits.

12 COMMUNICATIONS

All communication shall be between the Contractor and the Commission unless the Commission specifically authorizes communication between the Contractor and a station operator. Where the Commission authorizes direct contact with the station operator, the Contractor shall promptly inform the Commission of the content of the conversation by submitting a detailed phone log.

Communication may be via telephone or email, or other web-based communication tools as might be provided by the Commission.

For technical matters the Contractor shall provide a single point of contact (email and telephone number) who can be contacted directly by the Commission or other authorized representative of the Commission.

In the event the Commission holds a performance meeting or telephone conference, the Contractor shall participate to discuss and review its performance under the Contract.

Attachment 1 – List of IMS Stations

Treaty Number	Station Name	Station State
RN01	Buenos Aires	Argentina
RN02	Salta	Argentina
RN03	Bariloche	Argentina
RN04	Melbourne, VIC	Australia
RN05	Mawson, Antarctica	Australia
RN06	Townsville, QLD	Australia
RN07	Macquarie Island	Australia
RN08	Cocos Islands	Australia
RN09	Darwin, NT	Australia
RN10	Perth, WA	Australia
RN11	Rio de Janeiro	Brazil
RN12	Recife	Brazil
RN13	Edea	Cameroon
RN14	Sidney	Canada
RN15	Resolute, NU	Canada
RN16	Yellowknife, N.W.T.	Canada
RN17	St. John's N.L.	Canada
RN18	Punta Arenas	Chile
RN19	Hanga Roa, Easter Island	Chile
RN20	Beijing	China
RN21	Lanzhou	China
RN22	Guangzhou	China
RN23	Rarotonga	Cook Islands
RN24	Isla Santa Cruz, Galápagos Islands	Ecuador
RN25	Addis Ababa	Ethiopia
RN26	Nadi	Fiji
RN27	Papeete, Tahiti	France
RN28	Pointe-à-Pitre, Guadeloupe	France
RN29	Réunion	France
RN30	Port-aux-Français, Kerguelen	France
RN31	Kourou, French Guiana	France
RN32	Dumont d'Urville, Antarctica	France
RN33	Schauinsland/Freiburg	Germany
RN34	Reykjavik	Iceland
RN35	TBD	TBD
RN36	Tehran	Iran
RN37	Okinawa	Japan
RN38	Takasaki, Gunma	Japan
RN39	Kiritimati	Kiribati
RN40	Kuwait City	Kuwait
RN41	Misratah	Libyan Arab Jamahiriya

Treaty Number	Station Name	Station State
RN42	Tanah Rata	Malaysia
RN43	Nouakchott	Mauritania
RN44	Guerrero Negro, Baja California	Mexico
RN45	Ulaanbaatar	Mongolia
RN46	Chatham Island	New Zealand
RN47	Kaitaia	New Zealand
RN48	Agadez	Niger
RN49	Spitsbergen	Norway
RN50	Panama City	Panama
RN51	Kavieng, New Ireland	Papua New Guinea
RN52	Tanay	Philippines
RN53	Ponta Delgada, São Miguel, Azores	Portugal
RN54	Kirov	Russian Federation
RN55	Norilsk	Russian Federation
RN56	Peleduy	Russian Federation
RN57	Bilibino	Russian Federation
RN58	Ussuriysk	Russian Federation
RN59	Zalesovo	Russian Federation
RN60	Petropavlovsk-Kamchatskiy	Russian Federation
RN61	Dubna	Russian Federation
RN62	Marion Island	South Africa
RN63	Stockholm	Sweden
RN64	Dar es Salaam	Tanzania
RN65	Bangkok	Thailand
RN66	BIOT/Chagos Archipelago	United Kingdom
RN67	St. Helena	United Kingdom
RN68	Tristan da Cunha	United Kingdom
RN69	Halley, Antarctica	United Kingdom