



## INVITATION TO BID

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THIS IS NOT AN ORDER

**To:** ALL BIDDERS

**CTBTO Ref. No.:** 2025-0146/Polonskava

(PLEASE QUOTE ON ALL COMMUNICATIONS)

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

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

**Date:** 1 Oct 25

**Title of Request:** PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS

**Deadline for Submission:** 21 Oct 25

**Vienna Local Time:** 17:00

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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.

<b>Item</b>	<b>Description and Requirements</b>	<b>Quantity</b>	<b>U/M</b>
1	PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS	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**

<b>Solicitation No:</b> 2025-0146	<b>Closing Date:</b> 21 Oct 25
<b>Title:</b> <i>PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS</i>	<b>Vienna Local Time:</b> 17:00

**Procurement Staff:** Olga Polonskaya**CTBTO Req. No.:** 0010027522Please 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](http://www.ctbto.org).

This Invitation to Bid (ITB 2025-0146) is for the *PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS* (hereinafter referred to as the "Goods") as described in the attached Technical Specifications.

The Commission intends to establish a Call-Off Contract for Goods with the Contractor offering the least costly technically compliant bid for this Invitation to Bid (hereinafter referred to as the "ITB"). The Goods will be called off by the Commission under separate Formal Requests for Delivery (FRD), each detailing the requested Goods respectively.

The Bid shall meet all requirements stated in these Instructions and the Technical Specifications.

### 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 the Bidder's Statement and:
  - Attachment 1: Technical Compliance Matrix
  - Attachment 2: Procedures for Submission of Electronic Offers in 2 Sealed Files
  - Attachment 3: Price Format
  - Attachment 4: Evaluation Matrix
- (c) Vendor Profile Form
- (d) Statement of Confirmation
- (e) The Commission's Draft Model Call-Off Contract
  - The Commission's General Conditions of Contract (Annex A ), incorporated herein by reference and available at this link: [Microsoft Word - CTBTO General Conditions of Contract\\_08-10-2021\\_final clean.docx](#)
  - The Commission's Technical Specifications (Annex B).  
*Important: to obtain design documents (part of Annex B) a separate request shall be sent to the [procurement@ctbto.org](mailto:procurement@ctbto.org).*

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

**3. Amendment of the ITB Documents**

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

**4. Language of the Bid**

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

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

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

**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 2 will not be considered and 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](mailto:procurement@ctbto.org)  
Subject: Request for Clarifications: ITB No. 2025-0146

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 Purchase Order. 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

The goods to be delivered under the Call-Off-Contract shall have their origin in the States Signatories of the Comprehensive Nuclear-Test-Ban Treaty (CTBT) a list of which is available in the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#). For purposes of this paragraph, "the origin" means the place from where the materials, goods and/or from which the services are supplied.

## 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 out in the attached Model Contract.

## 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** (no pricing/financial information shall be included); 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. No pricing/financial information shall be included in the Technical Section of the Bid.

#### 1. Contract Person and Personnel

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

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

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

## **2. 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.

## **3. Technical Specifications**

The Bid shall include a detailed description of the items proposed by providing a section-by-section response to the 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 terms of warranties/manufacturer's guaranties in respect to the Goods.

## **4. Manufacturer's Part Number**

The Bid shall include the Manufacturer's Part Number for all Goods required by the Commission under this ITB.

## **5. Sub-Contractors**

The Bid shall include names, legal status, address and qualifications of subcontractor(s), if any, involved in the Project and the scope of the subcontracted services. The bidder shall provide a statement that its organization shall be fully responsible for the performance of sub-contractors. All sub-contractors shall be legally established in one of the CTBT states signatories (the list is available on the CTBTO website at [www.ctbto.org](http://www.ctbto.org) under [Status of Signatures and Ratifications | CTBTO](#).)

## **6. Insurance**

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

## **7. Delivery Schedule**

Delivery time for Goods shall be indicated in weeks after receipt of an order.

## **8. References**

Potential bidders shall include a minimum of 2 client references for similar projects with their Bid. If after reasonable efforts, the Commission is unable to contact the client references provided by the bidder, the Commission may take the decision not to further consider the offer provided by the bidder.

## **PART II: FINANCIAL BID**

- i. Bidders shall prepare the Financial Bid using the Price Schedule Form attached hereto. The Bid shall include the prices of the Goods, including separately the costs for door-to-door DAP (Delivered At Place; Incoterms 2020) delivery to CTBTO's TeST Centre, 2444 Seibersdorf, Austria. The delivery terms shall be door-to-door CTBTO, Seibersdorf, Austria.
- ii. The Bidder shall also provide detailed price list with spare parts, accessories as well as a pricelist for repair services relevant to the Goods indicated in the Specification.
- iii. In presenting the cost for each item, adequate justification and calculation must be included in the cost. All individual costs shall be stated in EURO or US Dollars and be computed to constitute the total Contract Price. 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.

### **Taxes**

- iv. 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 FRD 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 FRD 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).

#### *(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 FRD 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.

## **9. Completeness and Correctness of the Bid**

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

## **10. Evaluation of the Bid**

- (a) The Commission will conduct the evaluation based on the criteria and method specified in Attachment 4 "Evaluation Criteria and Method".
- (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 ITB.

## **11. 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.

## **12. 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.

## **13. 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 Purchase Order 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.

## **14. 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.

## **15. 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.

## **16. Right to Vary Requirements at the Time of Award**

At the time of award of Contract the Commission reserves the right to vary the quantity of the items (goods and/or services), by up to a maximum of twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.



**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.

<b>BIDDER'S STATEMENT</b> <b>PLEASE FILL THIS FORM &amp; SUBMIT WITH THE BID</b>	
Delivery Time:	
Shipping weight (kg) and Volume (m <sup>3</sup> ) – if applicable: N/A	
List of recommended consumables and spares including prices and details on local availability, if applicable (please tick): <input type="checkbox"/> For one year period <input type="checkbox"/> For a period of Call-Off-Contract.....	
Warranty period applicable– please tick below:  <input type="checkbox"/> included into price for a two-year period <input type="checkbox"/> For additional period of 3 years	
Availability of local service in Vienna, Austria (if any/if applicable):	
State country of origin or assembly of all items quoted:	
Quantity discount and early payment discount (if any):	
Include documentary evidence of qualifications to perform the order, which shall establish to the Commission's satisfaction that the bidder has the financial, technical and production capability necessary to perform the order in its entirety and to provide spare parts and other necessary on-going services as required.  Included in this Bid : <b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
Confirmation that the bidder has reviewed the Commission's General Conditions of Contract and agreed to all terms and conditions. Yes <input type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input type="checkbox"/> Not applicable <input type="checkbox"/> Remarks:	
<b>Name:</b> <b>Name &amp; Title of Contact Person:</b>  <b>Signature &amp; date:</b>	

## Attachment 1

### TECHNICAL COMPLIANCE MATRIX

#### ITB 2025-0146 PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS

Below sets out the Minimum content of the Proposal and the Mandatory Requirements of the Bid. Bidders are requested to demonstrate compliance with the requirements and add any further information in support of their Bid. Please refer to the relevant section of the Technical Specification 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 Bid.

#### Part I - Minimum Content of the Technical Proposal

Item	Minimum content
<b>1. Executive Summary</b>	Provide an overview of the proposal
<b>2. Experience, Resources and Project Management</b>	
2.1 Corporate Profile and Values	<ul style="list-style-type: none"><li>Brief background of the company, mission/vision, ownership, size, location, number of personnel by type profile, etc.</li><li>Company business structure and its authority to execute all Work under the Contract.</li><li>If a consortium, provide a clear explanation of the business relationship between the members and governance for the execution of this project.</li><li>In case the Bidder requires the services of subcontractors, the Proposal shall include:<ul style="list-style-type: none"><li>a) Relationship of the Bidder's business to any subcontractor(s) that will be used.</li><li>b) Names, addresses, legal status, and qualifications of major sub-contractor(s) proposed by your organization.</li><li>c) The scope of work and nature of subcontracting.</li></ul></li></ul>
2.2 References	The Bid shall include a minimum of 3 client references with their offer
2.3 Requirements for the Contractor	The Bid should address and describe all requirements spelled out under Section 11 of the Technical Specifications.
<b>3. Meeting the Requirements</b>	
3.1 Understanding of the Specifications	<ul style="list-style-type: none"><li>Please describe your understanding of the services that are to be provided under this Specifications, detailing key assumptions that impact the Bid.</li></ul>

**Part II - Compliance Matrix – Please complete and return as part of the Technical Bid**

Criteria	Mandatory (Y/N)	Optional (Y/N)	Bidders Compliance	Section in the Proposal (ensure each requirement is sufficiently described in the Bid)
			Offered (Y/N)	
Specification Para 2				
Supply of required items for an initial period of three (3) years and two (2) optional extensions of twelve (12) months each.	Y			
Specification Para 3.1 DBJ Containers				
Supply DBJ containers according to the design documents provided by CTBTO to fulfill technical specifications.	Y			
Provide certification for airworthiness, and relevant documentation for the containers.	Y			
Specification Para 3.2.1 Lower Deck Containers				
Hardshell with solid doors opening on hinges out to at least 180 degrees to allow for loading.	Y			
Doors can open to 180 degrees at least to allow for loading full capacity of the container	Y			
Solid doors, able to be secured by padlock or seal	Y			
Full compatibility with air cargo handling systems in use worldwide.	Y			
Interoperability with most cargo aircrafts in use worldwide (Airbus A300, Airbus A310, Airbus A330, Airbus A340, Airbus A350, Airbus A380, Boeing 737C, Boeing 747, Boeing 767, Boeing 777, IL-76, MD-11)	Y			
Certified and accepted by main cargo operators worldwide	Y			
Forkliftable floor design (forklift pockets)	Y			
Airworthiness certificate	Y			
Units are stackable		Y		
Weather protection	Y			

Lightweight design with high weight bearing capability	Y			
Shelf option		Y		
Bergo floor option		Y		
Specification Para 3.2.2 optional lower deck containers available				
AKE inflatable container		Y		
AAX and AAY container		Y		
LD3 size base units available		Y		
LD9 size based units available		Y		
Supplied containers include options for optimal material handling outside of air cargo operations (eg forklift shoes, tie-down points, reinforced flooring etc.)		Y		
Specification Para 3.3 Spare Parts and accessories				
The Contractor shall optionally offer access to required spare parts, accessories and replacement parts based on the approved spare parts catalogue.		Y		
Specification Para 4. Warranty and Repair Service				
The Contractor shall provide a warranty for a period of two (2) years.  Warranty shall include complete replacement of any goods (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 Specification.	Y			
Optionally, Contractor should provide a warranty for a period of five (5) years, wherever feasible.		Y		
The Contractor shall provide repair and overhaul services for ULDs in case of any damages or problems.	Y			
Specification Para 6. Requirements for the Contractor				
Minimum of 5 years of experience in the certified design and production of specialized /customized rapid deployment systems.	Y			
Minimum of 5 years of experience in designing and production equipment for global air transportation and material handling services.	Y			
Minimum 5 years of experience in certification required for air cargo operations and specialized expertise on designing/evaluating and certifying Unit Load Devices (ULDs).	Y			

References provided for at least 2 similar scope projects. (designing and delivering complex and customized rapid deployment solutions for international organizations and/or for military purposes would be an asset).	Y			
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## **“Procedure for Submission of Electronic Offers in 2 Sealed Files”**

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

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

### **CRITICAL INFORMATION:**

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

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

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

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

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

### **INSTRUCTIONS:**

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

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

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

## Creating the archives for submission

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

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

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

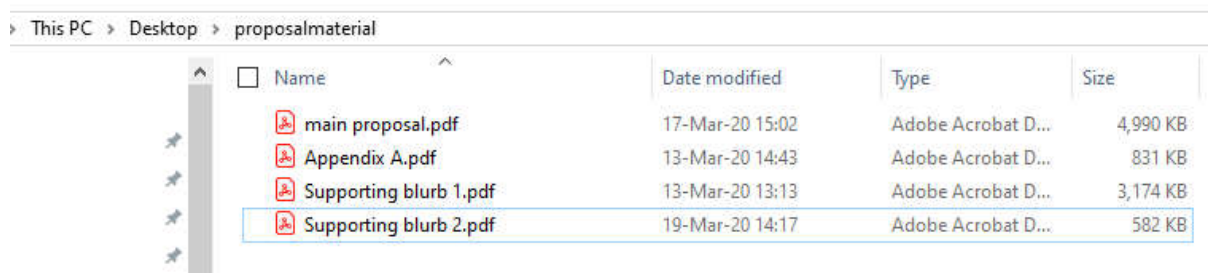


Figure 1 An example set of files to be submitted

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

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

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

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



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

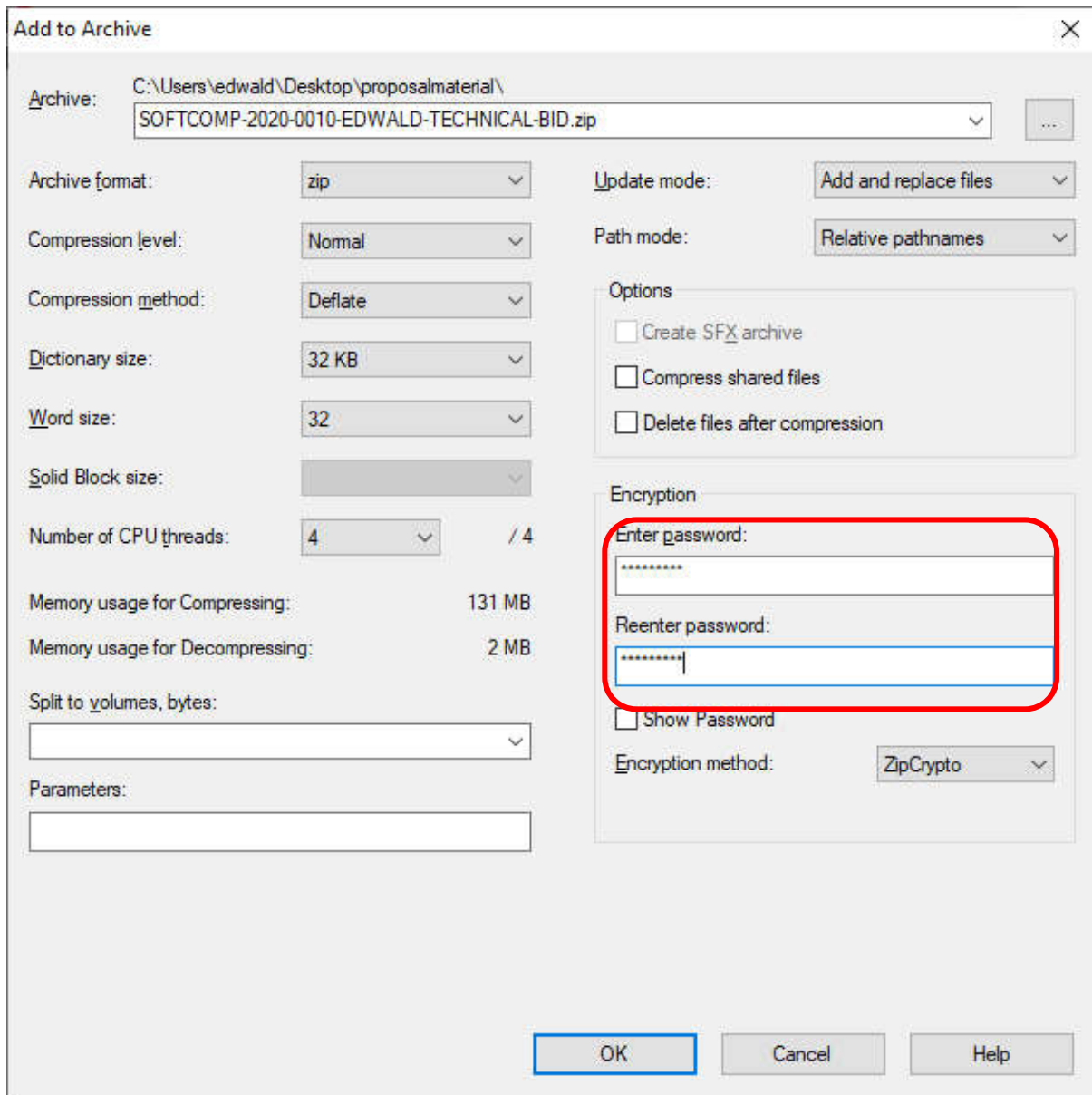


Figure 2 Creating an Archive

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

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

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



Figure 3 *SHA1*

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

Sidebar: How to open a CMD window in Windows:

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

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

Finally,

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

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

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

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

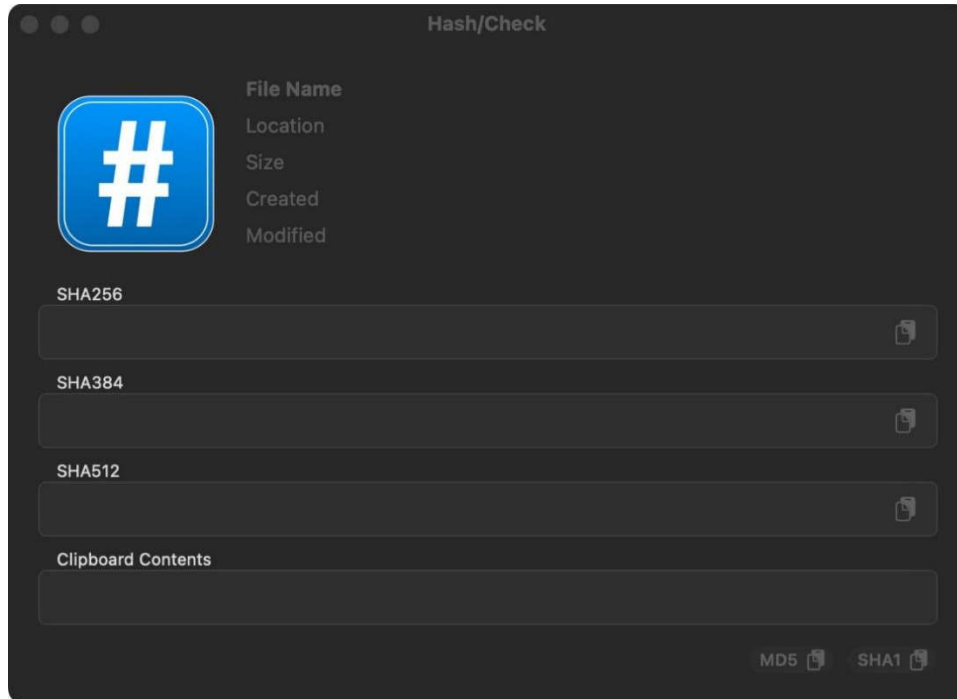
**IMPORTANT NOTE:** As stated above, only send the Encryption Key for the Technical Offer to the [bid\\_keys@ctbto.org](mailto:bid_keys@ctbto.org) mailbox when sending your Technical and Financial Offer to the [sealed\\_bids@ctbto.org](mailto:sealed_bids@ctbto.org) mailbox. **You shall only send the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

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

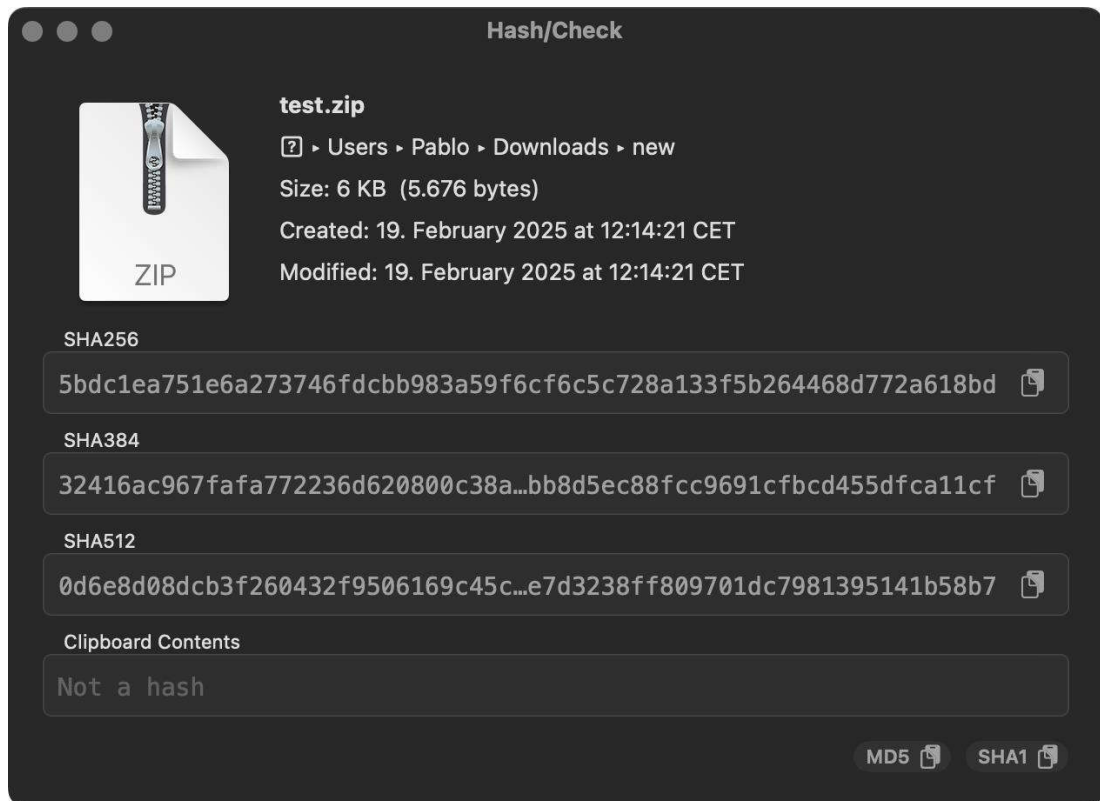
As mentioned above, should you have questions or difficulties, please send an e-mail to [procurement@ctbto.org](mailto:procurement@ctbto.org).

**For MAC users:**

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

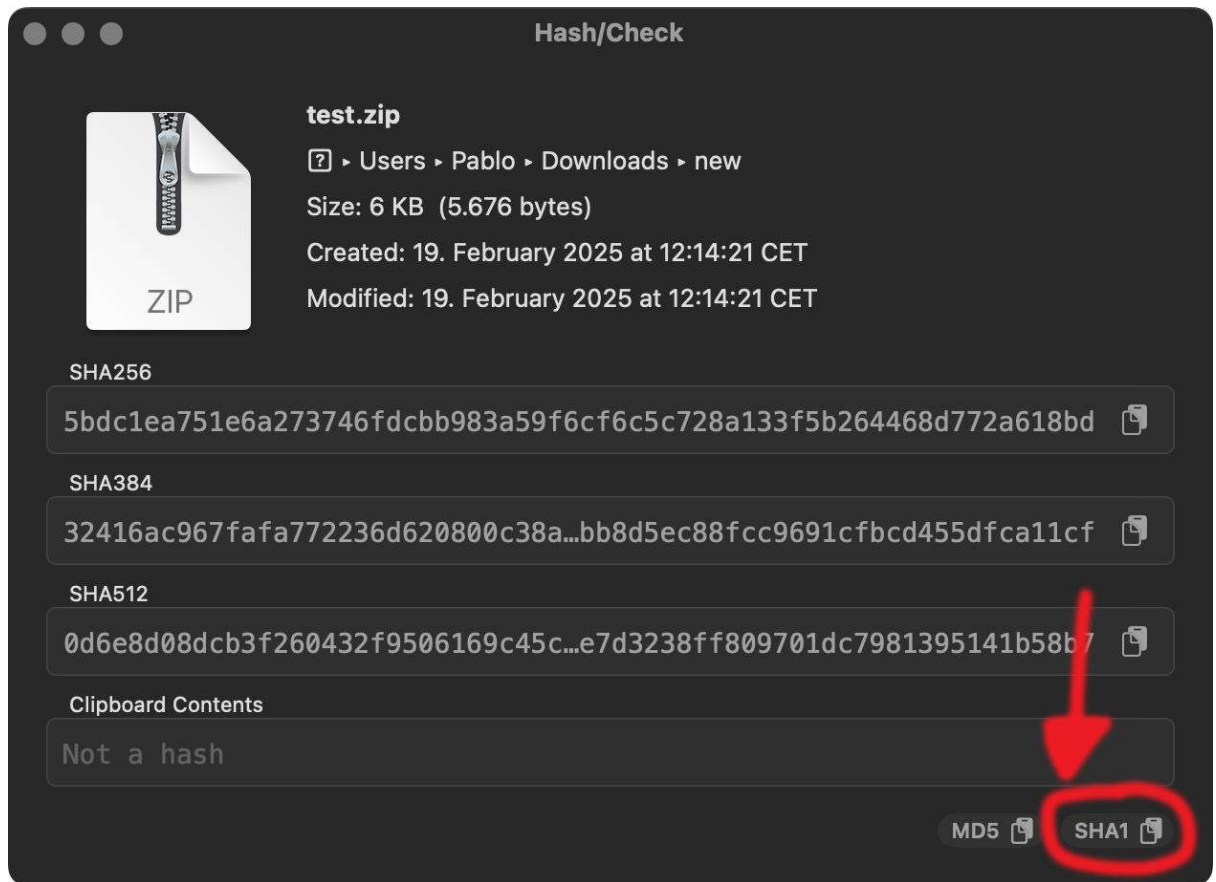


3. Please use your submitted technical and financial proposals

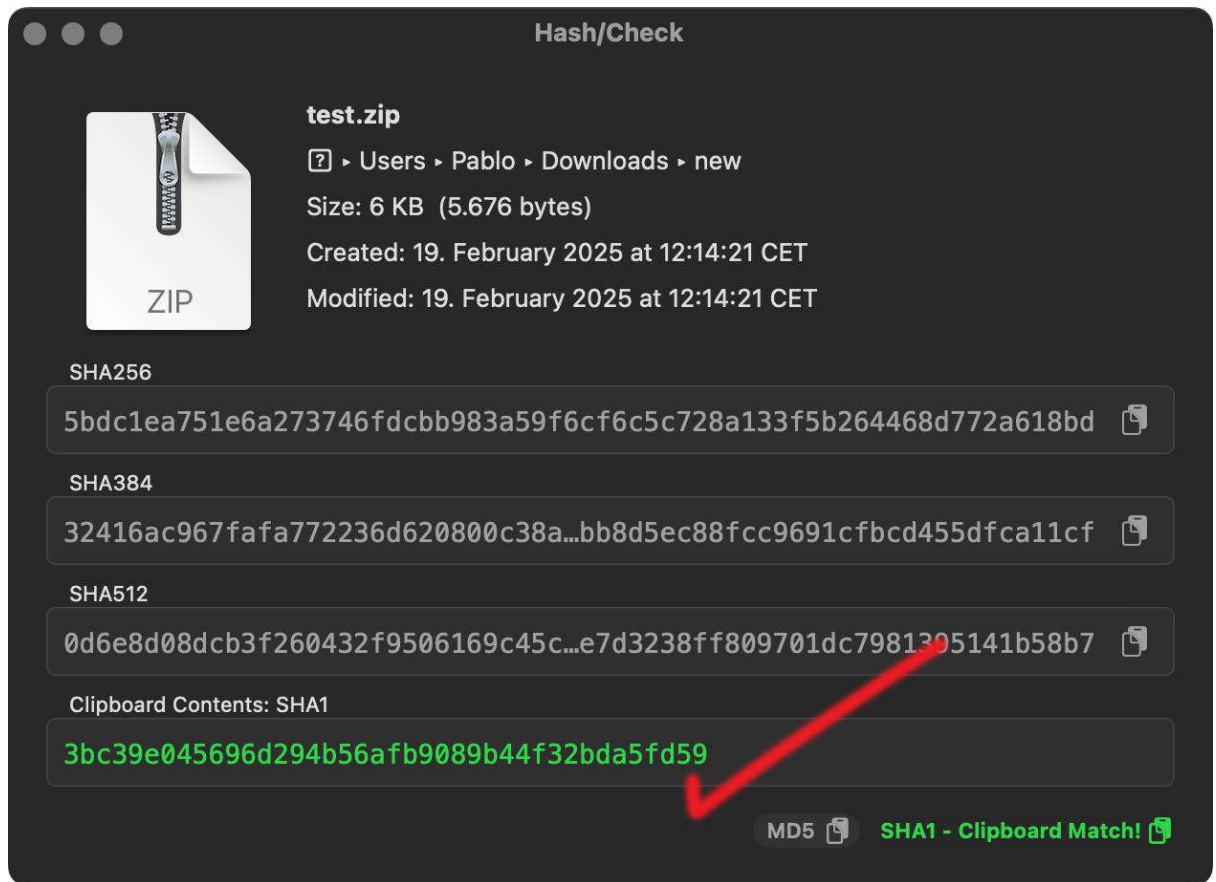


4. And it automatically creates several different hash values ... --- But the one we need SHA1 is not there ...

So you press on the little SHA1 icon on the bottom right ...



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



-----OR-----

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

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

Finally,

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

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

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

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

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

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

-----O-----



## Attachment 3

## Price Form for ITB 2025 -0146 PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS

Year 1-3 of Call-Off-Contract						
Item	Technical Specifications	Description	Fixed Unit Price EUR/USD	Shipment Cost, DAP Seibersdorf	Cost of Additional Warranty, 3 years (optional)	Estimated Delivery Period (week)
1	Para. 3.1	DBJ Container as per design				
		Cost of Certification				
2	Para. 3.2	Lower Deck Container				
		<i>(pls indicate type/s)</i>				
		<i>(pls indicate type/s)</i>				
3	Para. 3.3	Spare parts and accessories	N/A			
		<i>(pls provide a price list )</i>				
4	Para.4	Repair Service				
		<i>(pls provide a price list)</i>				

Optional year 4 of Call-Off-Contract						
Item	Technical Specifications	Description	Fixed Unit Price EUR/USD	Shipment Cost, DAP Seibersdorf	Cost of Additional Warranty, 3 years (optional)	Estimated Delivery Period (week)
1	Para. 3.1	DBJ Container as per design				
		Cost of Certification				
2	Para. 3.2	Lower Deck Container				
		<i>(pls indicate type/s)</i>				
		<i>(pls indicate type/s)</i>				
3	Para. 3.3	Spare parts and accessories	N/A			
		<i>(pls provide a price list )</i>				
4	Para.4	Repair Service				
		<i>(pls provide a price list )</i>				

Optional year 5 of Call-Off-Contract						
Item	Technical Specifications	Description	Fixed Unit Price EUR/USD	Shipment Cost, DAP Seibersdorf	Cost of Additional Warranty, 3 years (optional)	Estimated Delivery Period (week)
1	Para. 3.1	DBJ Container as per design				
		Cost of Certification				
2	Para. 3.2	Lower Deck Container <i>(pls indicate type/s )</i>				
		<i>(pls indicate type/s)</i>				
		<i>(pls indicate type/s)</i>				
3	Para. 3.3	Spare parts and accessories	N/A			
		<i>(pls provide a price list )</i>				
4	Para.4	Repair Service				
		<i>(pls provide a price list )</i>				

## IMPORTANT NOTES:

1. Specify currency of your bid - EUR or USD.
2. The quoted unit rates shall be fixed and net of Taxes. See the Instructions for Preparation and Submission of Bids about any applicable taxes.
3. Indicate any other required costs. Lines can be extended, if required.

**Attachment 4**  
**Evaluation Criteria and Method**  
**Provision of apid deployment containers on a call off basis**

Spec No.	TECHNICAL REQUIREMENTS	PASS/FAIL
3.1	DBJ air cargo containers	PASS/FAIL
3.2	Lower deck air cargo containers (primarily AAP containers) and other specialized LD3 and LD9 based ULDs	PASS/FAIL
3.3	Spare parts and accessories for containers	PASS/FAIL
4	Warranty for a period of two (2) years	PASS/FAIL
6	Conractor - Minimum of 5 years of experience in the certified design and production of specialized /customized rapid deployment systems	PASS/FAIL
6	<del>Minimum of 5 years of experience in designing and production equipment for global air transportation and material handling services</del>	PASS/FAIL
6	Minimum 5 years of experience in certification required for air cargo operations and specialized expertise on designing/evaluati	PASS/FAIL
7	Submission of Initial Risk Assessment Plan	

**Evaluation of the Bid**

- (a) The Commission will conduct the evaluation based on the technical evaluation criteria specified in Attachment 2 “Technical Evaluation Criteria” on a PASS/FAIL basis.
- (b) The Financial Bids of Bidders whose Technical Bids were found technically acceptable will be evaluated to confirm financial 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 commercial and contractual compliance. Bidders are expected to confirm acceptance of the model contract and all the provisions of the Commission’s General Conditions for Contract. Any deviation to these provisions may be a factor in the Commission’s award decision.

## 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;"> <span>Organization:</span> <span>Value in US\$ Equivalent:</span> <span>Year:</span> </div> <div style="display: flex; justify-content: space-between;"> <span>Organization:</span> <span>Value in US\$ Equivalent:</span> <span>Year:</span> </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

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:
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<b>Bank Details</b>  Bank Name:  Bank Address:  Exact Account Holder Name:	<b>Beneficiary Details</b>  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.

## STATEMENT OF CONFIRMATION

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

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

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

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

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

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

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

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

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

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

# MODEL CONTRACT

(52xxxxx0000)

between

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

and

**NAME OF CONTRACTOR**

for

**PROVISION OF RAPID DEPLOYMENT CONTAINERS**  
**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)

October 2025

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# MODEL CONTRACT

This Contract is entered into between the **PREPARATORY COMMISSION FOR THE COMPREHENSIVE NUCLEAR-TEST-BAN TREATY ORGANIZATION** (hereinafter referred to as the “Commission”), having its office located at 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 Technical Specifications.

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

“**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.

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

The aim of this Contract is to provide Rapid Deployment Containers 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 3 (three) years thereafter and until the Parties fulfill all their obligations hereunder.

**3.2** The Commission has the option to extend the Contract two (2) times for a period of twelve (12) months each, subject to the availability of funds, 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 Annex B and Annex 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 reflected in Annex C, and if applicable, estimated delivery 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 Goods to be supplied, 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 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.
- (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 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) Once an item or items is or are ordered pursuant to paragraphs (f)-(g) above and not later than one (1) month after the relevant FRD is issued, the Contractor shall submit to the Commission an updated catalogue Price List including the items "incorporated by reference" through FRDs.
- (i) 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 destination.
- (b) The trade and shipping terms applicable under the Contract shall be door-to-door "**DAP** (delivered at place)" to CTBTO TeST Centre, 2444 Seibersdorf, Austria, based on 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 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 and 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 Goods supply 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 Goods supply 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 supplied 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 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 duration of the Contract as per 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

**12.3** The Contractor shall not 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 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(c) 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; and
- (h) 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 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 Goods supply 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 Goods supply, 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 shall supersede all prior agreements and representations between the Parties in this respect. Annexes A to C and the FRDs shall constitute integral parts of this Contract and shall be of full force and effect.

## **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 Technical Specifications (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](mailto: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](mailto:Payable_Invoices@ctbto.org)*

For invoices and payments related enquiries:

*[Payments@ctbto.org](mailto: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:**

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[Name and Position]

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

Place: Vienna, Austria.

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

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[Name and Position]

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

Place: \_\_\_\_\_

## **LIST OF ANNEXES**

**ANNEX A:** THE COMMISSION'S GENERAL CONDITIONS OF CONTRACT

**ANNEX B:** THE COMMISSION'S TECHNICAL SPECIFICATIONS

**ANNEX C:** THE CONTRACTOR'S BID

## **ANNEX B**

### **SPECIFICATIONS**

#### **PROVISION OF RAPID DEPLOYMENT CONTAINERS ON A CALL-OFF BASIS**

##### **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 (hereinafter referred to as the “CTBT”). It provides timely data, assessments and other products and services to Signatory States of the Treaty. For more information visit [www.ctbto.org](http://www.ctbto.org)

An On-Site Inspection (hereinafter referred to as the “OSI”) is the final verification measure to verify States’ compliance with the CTBT. An OSI requires that equipment and Inspectors are transported to the location to be inspected, which could potentially be anywhere in the world. OSI Division holds technical equipment and mobile laboratories in a ‘ready state’ to be deployed. To achieve the requirements of an OSI, for storage and equipment preparation, and to deploy most of the technical equipment, customized Air Transportation containers and other Unit Load Devices (hereinafter referred to as the “ULD”) are used. DBJ containers are air transport containers customized for the Commission to be used as a standard transportation unit for operations.

##### **2. SCOPE OF WORK**

As part of the ongoing upgrade process to gradually phase out old ABJ containers reaching their end of life cycle and replacing them with the newly designed DBJ units as well as other Unit Load Devices (ULDs) to be used in the lower deck cargo area for transportation of all OSI equipment in the future, the Commission is aiming to establish a Call-Off Contract with the Contractor for the delivery of the following groups of items:

- 1) DBJ air cargo containers as per the attached design (see Attachment “Design Documents”);
- 2) Lower deck air cargo containers (primarily AAP containers) and other specialized LD3 and LD9 based ULDs - including potential collapsible and inflatable ULD units; and

3) Spare parts and accessories for containers.

The anticipated duration of the Contract is for an initial period of three (3) years with the option to extend the Contract two (2) times for a period of twelve (12) months each. Required units will be confirmed to the Contractor via Formal Request for Delivery (hereinafter referred to as the “FRD”) issued by the Commission for each individual order. The Commission is aiming to obtain a total of 30 units of the ULDs listed above, however the exact number is a subject to change during the implementation of this Call-Off-Contract due to operational needs.

### **3. REQUIREMENTS**

#### **3.1 DBJ containers**

The Contractor shall:

- Supply DBJ containers with according to the design documents provided by CTBTO to fulfill technical specifications.
- Provide certification for airworthiness, and relevant documentation for the containers.

#### **3.2 Lower deck containers (AAP containers or equivalent ULDs)**

**3.2.1** The Contractor shall supply lower deck transport containers with the following specifications:

- Hardshell with solid doors opening on hinges out to at least 180 degrees to allow for loading.
- Doors with the following specifications:
  - Open to 180 degrees at least to allow for loading full capacity of the container
  - Solid doors able to be secured (padlocked, or sealed).
- Full compatibility with air cargo handling systems in use worldwide.
- Interoperability with most cargo aircrafts in use worldwide (Airbus A330, Airbus A340, Airbus A350, Airbus A380, Boeing 737C, Boeing 747, Boeing 767, Boeing 777, IL-76, MD-11).
- Certified and accepted by main cargo operators worldwide.

- Forkliftable floor design (forklift pockets) to enable ground handling outside of airports.
- Airworthiness certificate.
- Units are stackable to enable multi-modal transportation (optional).
- Weather protection to protect internal cargo during airport outdoor storage, and also for use in the field environment.
- Lightweight design with high weight bearing capability to allow for maximum use of aircraft weight and space capacity.
- Optional shelf.
- Optional bergo floor.

**3.2.2** The Contractor shall optionally supply lower deck cargo units/ folding containers (AKE inflatable containers, AAX and AAY collapsible container or other lower deck units optimized for smaller aircrafts both in LD3 size base (like AKE- AVE containers) and LD9 size base.

Supplied containers shall include options for optimal material handling outside of air cargo operations (eg forklift shoes, tie-down points, reinforced flooring etc.).

### **3.3. Spare parts and accessories**

The Contractor shall offer optionally offer an access to required spare parts, accessories and replacement parts based on the approved spare parts catalogue.

## **4. WARRANTY AND REPAIR SERVICE**

The Contractor shall provide a warranty for a period of two (2) years. Optionally, Contractor should provide a warranty for a period of five (5) years, wherever feasible. Warranty shall include complete replacement of any goods (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 Specification.

The Contractor shall provide repair and overhaul services for ULDs in case of any damages or problems.

## **5.ORGANIZATION OF WORK**

The Commission will call-off Goods through an individual Formal Request for Delivery (hereinafter referred to as “FRD”). Each FRD will be for specific Goods described in Section 3.

Before the issuance of an FRD to the Contractor, the Commission shall communicate via email information elaborating the required Goods to be delivered as part of the FRD. The Commission will forward requests to the Contractor with adequate advanced notice and containing all necessary details and expected delivery dates.

Within one (1) week of receiving the email request, the Contractor shall indicate via return email whether they are able to deliver Goods as described in the required timeframe.

Based on the response from the Contractor the FRD will be issued to the Contractor.

Upon receipt of the approved Formal Request of Delivery, the Contractor shall deliver the units outlined in the FRD along with any relevant documentation as applicable, including user manuals, Material Safety Data Sheets, country of origin declarations. Delivery shall be door-to door DAP (Incoterms 2020) to the CTBTO Technology, Support and Training (TeST) Centre, C/- Austrian Institute of Technology site, 2444 Seibersdorf, Austria.

Anticipated delivery period for ULDs is a maximum twenty-four (24) weeks from the issuance of the FRD, unless otherwise is agreed under FRD.

The Commission shall not be held liable for the delivery of Goods or any other items provided by the Contractor before the formal issuance of an FRD by the Commission to the Contractor.

## **6. REQUIREMENTS FOR THE CONTRACTOR**

The Contractor shall ensure that Goods are delivered in a highly professional and safe manner meeting with the timelines and requirements listed in this specification.

The Contractor shall have:

- Minimum of 5 years of experience in the certified design and production of specialized /customized rapid deployment systems;
- Minimum of 5 years of experience in designing and production equipment for global air transportation and material handling services;
- Minimum 5 years of experience in certification required for air cargo operations and specialized expertise on designing/evaluating and certifying Unit Load Devices (ULDs); and



- At least two successfully completed projects for similar scope projects (delivering complex and customized rapid deployment solutions for international organizations would be an asset).

## **7.RISK MANAGEMENT**

The Contractor shall provide a risk assessment plan at the project's commencement to identify potential risks that could impact the successful execution of the outlined implementation activities in this ToR. A risk management plan shall be included in each Work Plan. Risks may include but are not limited to technical challenges, changes in project requirements/scope, resource constraints, schedule delays, integration difficulties, and third-party dependencies. The risk assessment plan should be continuously updated, aligning with the delivery of project milestones and significant accomplishments.

Upon the project's satisfactory completion, the Contractor is obligated to conduct a final review of the initially identified risks. Risks that have been effectively mitigated or did not materialize should be officially closed, accompanied by appropriate documentation. The insights gained from the risk management process should be methodically documented and shared with the CTBTO, thereby contributing to the knowledge repository for forthcoming e-learning development endeavors.

**ATTACHMENT TO SPECIFICATION “DESIGN DOCUMENTS”**

***(DURING ITB – DESIGN DOCUMENTS WILL BE PROVIDED UPON WRITTEN REQUEST FROM A BIDDER SENT TO E-mail: [procurement@ctbto.org](mailto:procurement@ctbto.org) , SEE INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF BIDS, SECTION 2)***